



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Sydney Symphony Orchestra Holdings Pty Limited T/A Sydney Symphony Orchestra
(AG2020/1176)

SYDNEY SYMPHONY ORCHESTRA MUSICIANS' AGREEMENT 2019-2021

Live performance industry

COMMISSIONER LEE

MELBOURNE, 4 MAY 2020

Application for variation of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021.

[1] An application has been made for approval of a variation to the *Sydney Symphony Orchestra Musicians' Agreement 2019-2021* (the Agreement). The application was made by Sydney Symphony Orchestra Holdings Pty Limited T/A Sydney Symphony Orchestra pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* was taken to be a term of the Agreement. The model term forms part of the Agreement as varied.

[5] The application was not accompanied by a properly witnessed statutory declaration. Pursuant to s.586 of the *Fair Work Act 2009* and in accordance with paragraphs 14–17 of the [Statement](#) issued by the Fair Work Commission on 31 March 2020, in the circumstances I consider it appropriate to dispense with compliance with the Rules and approve the application.

[6] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[7] In accordance with s.216 of the Act, the variation operates from 4 May 2020.



COMMISSIONER

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Sydney Symphony Orchestra Musicians' Agreement, 2019-2021

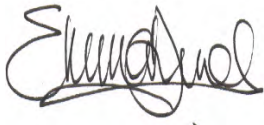
Text of Variation

The variation sought to the enterprise agreement identified above is the addition a new appendix, named '**Appendix D. COVID-19**' to the end of the enterprise agreement.

The text of the new '**Appendix D. COVID-19**' is set out on the following 3 pages of this document.

Signed:

By the **employer covered by the agreement as varied:**



22 April 2020

Signature

Date

Emma Dunch

Full Name

**Clock Tower Square, Cnr Harrington & Argyle
Streets, The Rocks NSW 2000 Australia**

GPO Box 4972, Sydney NSW 2001 Australia

Address

Chief Executive Officer

Capacity / authority

By a representative of the employees:



22 April 2020

Signature

Date

Rosemary Curtin

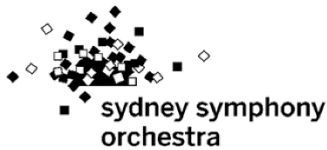
Full Name

28 Mary Street, Longueville, NSW 2066

Address

**President, Sydney Symphony Orchestra
Musicians' Association**

Capacity / authority



APPENDIX D. COVID-19

Index

1. Objectives
2. Operative Period
3. Additional Consultation and Communication Commitments during the Operative Period
4. Definition of a Standard Working Week
5. Long Service Leave

1. Objectives

The Parties to this Agreement agree that the terms and conditions set out in this Appendix shall operate for the Operative Period defined below and the provisions of this Appendix shall prevail over all other provisions of this Agreement to the extent of any inconsistency.

The Company and the Musicians of the Orchestra agree that:

- (a) The advent of the global COVID-19 pandemic; and
- (b) Resultant NSW Government Public Health Orders restricting public gatherings; have resulted in
- (c) Rolling cancellations of Company performances, rehearsals, onsite education programs and promotional events.

The Parties agree that the Company's inability to deliver public performances has materially affected the Company's financial sustainability and that the Company will be unable to deliver its customary range of public programs in 2021 due to lack of available financial resources.

To support Sydney Symphony Orchestra Holdings Pty Limited to continue operating, the Company and the Musicians of the Orchestra agree to alter two terms of the *Sydney Symphony Orchestra Musicians' Agreement, 2019-2021*.

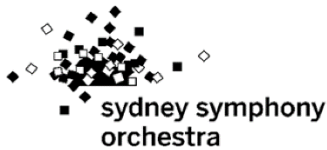
The Musicians of the Orchestra authorise the Management Committee to negotiate orchestra-wide agreements, consistent with the rights and obligations under this Agreement, with the Company as required during the period of this **Appendix D. COVID-19**.

The Company and the Musicians agree that any future changes to working conditions during this period shall satisfy the "Better Off Overall Test" and the requirements of the Fair Work Act.

2. Operative Period

The Parties to this Agreement agree that the provisions of this **Appendix D. COVID-19** will be operative for the period (the **Operative Period**) that:

- (a) commences on 4 May 2020 or the date on which the Fair Work Commission approves the variation application by which this Appendix is to be added to the Agreement, whichever is the earlier; and
- (b) ends on 31 December 2021.



3. Additional Consultation and Communication Commitments during the Operative Period

The Company and the Musicians of the Orchestra are committed to ongoing and good faith consultation and communication on all matters relating to the Company's financial sustainability and future operational planning during the Operative Period.

To that end, during the Operative Period, in addition to fulfilling its standing obligations under **Section B3. Management Committee** of this Agreement, the Company shall also facilitate the following additional consultation meetings:

- Between 16-31 August 2020
— Orchestra Management Committee confidential "open books" review of Company's Q1-2020 and Q2-2020 Board financial reporting as submitted to the Federal Government via the Australia Council for the Arts and the NSW Government via Create NSW; and review of forward artistic programming and financial forecasts;
- Between 16-28 February 2021
— Orchestra Management Committee confidential "open books" review of Company's Fiscal Year 2020 preliminary operating results as submitted to the Federal Government via the Australia Council for the Arts and the NSW Government via Create NSW; and review of forward artistic programming and financial forecasts;
- Between 16-30 June 2021
— Orchestra Management Committee confidential "open books" review of Company's Fiscal Year 2022 preliminary operating budget and 2022 artistic programming plan and musician workforce requirements as submitted to the Board for in-principle approval of the 2022 Season prior to detailed financial modelling.

4. Definition of a Standard Working Week

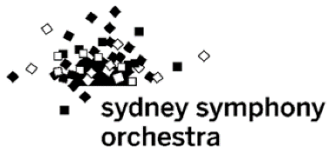
The Musicians of the Orchestra and the Company agree that, during the Operative Period, the definition of 'A week' in **Clause G2. Rehearsals and Performances** of this Agreement shall be amended as follows (the amended text shown in bold, underlined text):

G2. Rehearsals and Performances

A week means the period commencing at 12.01 am Monday and ceasing at 12.00 midnight the following Sunday.

The standard working week is **5.6 x** 2.5hour calls.

All other terms of **G2. Rehearsals and Performances** remain unchanged and in force.



5. Long Service Leave

The Musicians of the Orchestra and the Company agree that the third paragraph of J5. Long Service Leave of this Agreement shall be amended as follows to allow those Musicians eligible to access their accrued Long Service Leave to do so in periods lesser than one week in duration (the amended text shown in bold, underlined text):

J5. Long Service Leave

Permanent Musicians accrue 3 months Long Service Leave and may access the leave after 10 years continuous service with the Company. The accrual rate per year of service thereafter is 3/10 of a month or 9 calendar days. A pro rata accrual rate applies for a part year of service.

Contract and casual Musicians accrue 3 months Long Service Leave and may access the leave after 10 years' service with the Company. The accrual rate per year of service thereafter is 3/10 of a month or 9 calendar days. A pro rata accrual rate applies for a part year of service.

At an eligible employee's request, Long Service Leave may be granted by the Company in periods of as little as one day per week. The parties agree that given the underlying rationale for this Appendix, this right given to employees is mutually understood to be a benefit to supplement their income during an unprecedented period of economic disruption.

All other terms of J5. Long Service Leave remain unchanged and in force.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



sydney symphony
orchestra

David Robertson
Chief Conductor and Artistic Director

SYDNEY SYMPHONY ORCHESTRA

MUSICIANS' AGREEMENT

2019-2021

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PART A – Scope of Agreement

A1. Title

This Agreement is known as the *Sydney Symphony Orchestra Musicians' Agreement 2019- 2021*.

A2. Period

This Agreement operates from the date of approval by the Fair Work Commission and concludes on 31 December 2021.

A3. Objectives

This Agreement establishes a framework to create a working environment that:

- Enables our Musicians to sustain a high-performance culture through our key drivers of artistic excellence, audience development and financial stability;
- Encourages our cultural values of Artistry, Intensity and Unity to drive artistic, operational and administrative excellence;
- Achieves our vision to ensure our Orchestra is the pre-eminent orchestra in the Asia Pacific Region by our centenary year in 2032 and recognised as one of the finest orchestras worldwide;
- Honours our mission to serve the community of New South Wales and Australia as exemplars and custodians of the orchestral music art form;
- Attracts, develops and retains Musicians of excellence with the greatest technical standards, musicianship and compatibility with our Orchestra;
- Champions globally competitive working conditions for our Musicians to create an environment for a challenging, incentive driven and open musical culture;
- Attracts artists and conductors of excellence through our ever-improving global reputation; and
- Encourages excellent working relations between our Musicians and administrative staff in an environment of mutual respect.

A4. Parties and Coverage

This Agreement applies to:

- Sydney Symphony Orchestra Holdings Pty Ltd;
- Media Entertainment & Arts Alliance; and
- All Musicians engaged by the Sydney Symphony Orchestra Holdings Pty Ltd.

A5. Award and NES

This Agreement overrides in its entirety the previous Musicians' agreement and the Live Performance Award 2010. National Employment Standards are included in this Agreement.

PART B – Consultation and Communication

B1. Consultation and Cooperation

The Company and Musicians are committed to effective and open communication and co-operation on matters relating to the activities and functioning of the Company and the Orchestra.

The Company and Musicians are committed to the mutual exchange of information on matters relating to the activities and functioning of the Orchestra.

The Company and Musicians support a continued culture of consultation and co-operation in the workplace.

The Company recognises the benefit of regularly seeking opinions and views from our Musicians.

The Musicians recognise the benefit of regularly seeking opinions and views from the Company.

The Musicians of the Orchestra are committed to a high-performance culture and recognise this is achieved through effective and regular communications at a section and individual level.

B2. Musician Representatives

The Company and Musicians recognise the elected members of the Sydney Symphony Orchestra Musicians Association as the representatives of the Musicians of the Orchestra.

The Company and Musicians also recognise the Sydney Symphony Orchestra Musicians Association is a member of the Media Entertainment and Arts Alliance.

The Company acknowledges that the Musicians elect both Executive and Ordinary members of the Association as their representatives.

The Executive Musician representatives comprise of a President, a Vice President and Secretary. The Ordinary Musician representatives comprise of 5 regular members plus a treasurer.

These elected Musician representatives remain on their Committees until: they resign; cease to be engaged as a permanent Musician; or are replaced by election.

The Company, the Sydney Symphony Orchestra Musicians Association and the Musicians support the following Committees and meeting frameworks to ensure effective communications across the Company, the Orchestra and amongst our Musicians.

B3. Management Committee

The Management Committee meets on a monthly basis to discuss all issues that impact upon our Musicians' working conditions and environment. The Management Committee endeavours to maintain good, cooperative relationships between the Musicians of the Orchestra, the Company and its Administrative Staff and the Chief Conductor & Artistic Director.

The Management Committee is authorised to review workplace conditions, canvas views and negotiate orchestra wide flexibility agreements on matters including but not limited to: touring; media projects.

The Management Committee is also authorised to endorse the forward schedule of annual rehearsals, performances and non-performance work for the Orchestra.

The Management Committee also liaises with the Company to initiate and oversee any audition process to engage permanent Musicians to vacancies in the Orchestra. The Management Committee represents the Musicians of the Orchestra in any key Company appointments.

The Management Committee receives feedback from the Artistic Committee on the artistic and creative issues of the Orchestra.

The Management Committee liaises with the Company in relation to any grievances or disputes.

The Management Committee is comprised of the elected Executive and Ordinary members of the Sydney Symphony Orchestra Musicians Association.

The Chief Executive Officer, Director of Orchestra Management, Director of Artistic Planning, In-House Counsel, People & Culture and the Orchestra Personnel Managers are invited to attend Management Committee Meetings.

Non-members of the Management Committee may be invited to attend a meeting to discuss a specific issue.

Chair: Vice President of the Sydney Symphony Orchestra Musicians Association or a Musician delegate.

Minutes: In-House Counsel or delegate.

Minutes Distribution: Minutes emailed to all members of the Management Committee and meeting attendees. A summary of the Minutes are emailed to all permanent Musicians.

B4. Artistic Committee

The Artistic Committee meets on a monthly basis to discuss the artistic and creative issues of the Orchestra. The Artistic Committee reviews and assesses the performance standards of Orchestra to enhance and continuously improve the artistic standards of the Orchestra.

The Artistic Committee reviews each of the Orchestra's concerts and assesses how well the Orchestra performed, how well our visiting conductors and artists interact with our Orchestra and the calibre of their artistic standards.

The Artistic Committee discusses programming as well as guest conductors and artists.

The Artistic Committee reviews the Musicians' recorded work and endorses the final work prior to communication to the public.

The Artistic Committee canvasses the views of the Orchestra in relation to any proposal to appoint or re-appoint (or not) the Chief Conductor & Artistic Director, the Associate Conductor or the Concertmaster(s). The Artistic Committee discusses any such proposal and reports back to the Management Committee on the same.

The Artistic Committee seeks consensus on all artistic and creative issues and makes recommendations to the Chief Executive Officer.

The Artistic Committee is responsible for the *Loss of Proficiency* process.

The Artistic Committee also meets twice a year with the Company Board to discuss artistic and creative issues of the Orchestra.

Artistic Committee is comprised of a subcommittee of the Management Committee, specifically the Executive members of the Sydney Symphony Orchestra Musicians Association as well as the Concertmaster(s). The Committee also includes the following Musicians elected by the Sydney Symphony Orchestra Musicians Association: 2 members of the String section and 1 member of each of the Brass, Woodwind, Percussion / Harp section of the Orchestra.

The Chief Executive Officer, the Director of Artistic Planning, the Manager of Artistic Planning and the Director of Orchestra Management are invited to attend each Artistic Committee Meeting.

The Artistic Committee invites the Chief Conductor & Artistic Director to attend its meetings when he is in Sydney. The Artistic Committee may also invite the Associate Conductor and Artist in Residence by to an Artistic Committee meeting.

Non-members of the Artistic Committee may be invited by the Artistic Committee to attend an Artistic Committee meeting to discuss a specific issue.

Chair: President of the Sydney Symphony Orchestra Musicians' Association or Musician delegate.

Minutes: Manager of Artistic Planning or delegate.

Minute Distribution: The Minutes of these meetings are confidential. Minutes are emailed to all members of the Committee, regular non-member persons who attended and the In-house Counsel, People & Culture.

Relevant information in the Minutes of a Meeting will be made available to a Musician in response to a formal request where the Minutes reflect the Committee made a decision at a meeting impacting upon that Musician's continuing employment.

B5. Workplace Health & Safety Committee

The Workplace Health & Safety Committee meets quarterly to ensure as far as reasonably practical, the health and safety of persons engaged in our business and undertakings at all Sydney Symphony Orchestra workplace venues.

The Workplace Health & Safety Committee undertakes work in accordance with its constitution. It is responsible for developing and maintaining our *Safety Management System* and *Health and Wellbeing Program* and is committed to a safe and healthy work environment for the people of the Sydney Symphony Orchestra.

The Company and the Company Board are committed to ensuring the Work Health & Safety Committee has access to and utilises adequate resources to provide and maintain safe work environments and safety policies, procedures and processes.

The Workplace Health & Safety Committee seeks to resolve wellbeing, health and safety issues, including those impacting specifically on Musicians including: noise management; muscular skeletal injuries and pain and performance anxiety.

The **Workplace Health & Safety Committee** is comprised of 4 elected Musician members, 2 Musicians from the Strings Section, 1 from the Brass/Percussion Sections and 1 from the Wind Section, as advised by the Sydney Symphony Orchestra Association, 2 elected members of the administrative staff, the In-house Counsel for People & Culture, Director of Orchestra Management, Director of Operations, Associate Director, Operations & Touring, Head of Production, the Orchestra Personnel Manager, and the Stage Manager.

The Chief Executive Officer is invited to attend each meeting as an observer.

Non-members of the Workplace Health & Safety Committee are invited to attend meetings to discuss specific issues.

The Workplace Health & Safety Committee reports to the Company Board and the Chief Executive Officer.

Chair: Appointed by the Committee and in his/ her absence elects a Chair from its members.

Minutes: In-house Counsel or delegate.

Minute Distribution: Minutes are emailed to the Chief Executive Officer, members of the Committee, all staff, all permanent and contract Musicians of the Orchestra and our Fellows. The minutes are provided to members of the Board as part of the Board minutes.

B6. Meetings between our Musicians

The following set of meetings is designed to encourage Musicians to communicate with each other and raise any topics at regular meetings throughout each year.

Section Meetings

Each Section shall meet twice each year to discuss topics relevant to their section or the Orchestra more widely. These meetings will be arranged by Section Principals with the assistance of Orchestra Management. Section Meetings will be included in the Draft Roster or amendments to that roster.

Annual Meetings

The following meetings will occur at regular intervals or least once each year:

- All **Section Principals, the members of the Artistic Committee and the Chief Conductor and Artistic Director** will meet once each year to discuss topics of importance to the Orchestra. Orchestra Management will assist in scheduling this meeting and include it the Draft Roster or any amendment to the Draft Roster.
- All **String Principals** will meet once each year to discuss topics of importance to them. Orchestra Management will assist in the scheduling of this meeting and include the meeting in the Draft Roster or any amendment to that roster.
- All **String Principals, Associate and Assistant Principals** will meet once each year to discuss topics of importance to them. Orchestra Management will assist in the scheduling of this meeting and include the meeting in the Draft Roster or any amendment to that roster.

- All **Woodwind Principals** will meet once each year to discuss topics of importance to them. Orchestra Management will assist in the scheduling of this meeting and include the meeting in the Draft Roster or any amendment to that roster.
Woodwind comprises flutes, piccolo, oboes, cor anglais, clarinets, bass clarinets, bassoons & contrabassoon.
- All **Woodwind Principals and Associate Principals** will meet once each year to discuss topics of importance to them. Orchestra Management will assist in the scheduling of this meeting and include the meeting in the Draft Roster or any amendment to that roster.
- All **Brass Principals** will meet once each year to discuss topics of importance to them. Orchestra Management will assist in the scheduling of this meeting and include the meeting in the Draft Roster or any amendment to that roster.
Brass comprises horns, trumpets, trombones, bass trombones & tuba.
- All **Brass Principals and Associate Principals** will meet once each year to discuss topics of importance to them. Orchestra Management will assist in the scheduling of this meeting and include the meeting in the Draft Roster or any amendment to that roster.
- All **Percussion Principals** will meet once each year to discuss topics of importance to them. Orchestra Management will assist in the scheduling of this meeting and include the meeting in the Draft Roster or any amendment to that roster.
Percussion comprises timpani, percussion & harp.
- The **Concertmaster(s)** will meet once a year individually with each of the **Principal Musicians** to discuss any issues importance to either of them. Orchestra Management will assist in scheduling these meetings if required.
- **Section Principals** will meet once a year individually with each of their **Section Musicians** to discuss any issues important to either of them. Orchestra Management will assist in the scheduling of these meetings if required.

B7. Consultation regarding Major Workplace Change

In the event the Company is planning or seriously considering a major workplace change that is likely to have significant effect on the Musicians covered by this Agreement, the Company must notify and consult in good faith with the relevant Musicians and their representatives, being the elected Musician members of the Sydney Symphony Orchestra Musicians Association who comprise the Management Committee.

The Company agrees to disclose relevant information about the major workplace change to the Management Committee and the relevant Musicians. The Company will seek the views of the relevant Musicians, through their representatives, about the impact of the change. The Company will consider the relevant Musicians' views or proposals about the major workplace change as expressed by their representatives. For the period of consultation, the Parties shall refrain from conduct that undermines the consultation process.

In the case of a change to the Musicians' roster or hours of work, otherwise not considered under the terms and conditions of this Agreement, the Company agrees to notify and consult with the members of Management Committee as the Musicians' representatives.

B8. Orchestra Wide Special Flexibility Arrangements

Mutual Agreement means an agreement reached between the Company and the Management Committee on clauses in this Agreement which specifically allow for variation by mutual agreement.

The working conditions specified in this Agreement may be varied from time to time by mutual agreement between the Company and the Management Committee.

A variation by mutual agreement may include provision for a flexibility payment.

Sympathetic consideration shall be given to a Musician in the circumstances where they must attend an essential commitment that conflicts with the times created by the variation.

B9. Special Arrangements for Individual Musicians

Nothing in this Agreement is intended to preclude the Company from offering and a Musician accepting, individual or ensemble performance engagements for performances additional to their work as a Musician of the Orchestra, under agreed terms and conditions.

B10. Statutory Flexible Working Arrangements

A permanent or contract Musician may request a change in their working arrangements if they require flexibility because:

- They are the parent or have responsibility for the care of a child of school age or younger;
- They are a carer (within the meaning of the Carer Recognition Act 2010);
- They have a disability;
- They are 55 years or older;
- They are transitioning to retirement;
- They are experiencing violence from a member of their family; or
- They are providing care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from their family.

A Musician may also request flexible work arrangements to care for a family or household member(s) other than a child.

A request for flexible work arrangements must be in writing.

The Company will consult with the Management Committee in relation to a request for flexible working arrangements by a Musician. The Company also agrees to meet with the Musician if requested.

The Company shall determine whether to accept or reject a request for flexible working arrangements and respond to the Musician within 21 days of the request. Where a request is refused the Company's response will include reasons for the refusal.

Where a Musician is granted flexible work arrangements for one of the reasons set out in this clause and the Musician wishes to undertake other performance work, the Musician must notify and discuss their intention with the Company and seek the approval of the Company to undertake that work, on a case by case basis.

In the event the Musician is granted leave in accordance with this clause it is expected that the Musician will (where able) make themselves available to the Orchestra to relieve their colleagues when convenient.

B11. Statutory Individual Flexibility Arrangements

The Company and an individual Musician may agree to make an individual flexibility arrangement to vary the effect of the terms of the agreement in relation to 1 or more of the following matters:

- Leave entitlements and arrangements including cashing out of excessive leave; and
- Leave Loading.

The individual flexibility arrangement shall meet the genuine needs of the Company and the Musician and be genuinely agreed to by the Company and the Musician.

The Company must ensure that the terms of an individual flexibility arrangement contain only permitted matters under section 172 of the Fair Work Act 2009; are not unlawful terms under section 194 of the Fair Work Act 2009; and will result in the Musician being better off overall than the Musician would be if no arrangement was made.

The Company must ensure that the individual flexibility arrangement: is in writing; and includes the name of the Company and the Musician; and is signed by the Company and the Musician; and if the Musician is under 18 years of age, is signed by a parent or guardian of the Musician; and includes 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 Musician 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.

The Company must give the Musician a copy of the individual flexibility arrangement within 14 days of the agreement.

At any time by agreement in writing the Company and the Musician may terminate the individual flexibility arrangement. Either party may terminate the agreement by informing the other party in writing provided the other party is given 28 days written notice.

PART C – Forms of Employment

All Musicians are engaged by the Company as either permanent, contract or casual employees.

C1. Permanent Musicians

A permanent Musician is a person who is appointed to a permanent position in the Orchestra. All appointments to permanent positions in the Orchestra are by trial assessment following an audition or a recital audition. A permanent Musician is engaged on the terms and conditions set out in this Agreement.

C2. Contract Musicians

A contract Musician is engaged by the Company for a specific or fixed term period.

The Management Committee consults with the Company and relevant permanent Musicians of the Orchestra to determine the need for engaging a contract musician(s). Reasons for engaging contract Musician(s) include filling a vacancy, replacing Musicians on leave and other specific circumstances, as agreed with the Management Committee.

All vacant positions, as soon as reasonably practicable, shall be covered by Musicians on contract from the time a vacancy occurs for a period of up to 1 year in duration until there is an appointment to trial.

Subject to operational requirements, a vacant position may be filled by more than one Musician, including members of the fellowship program.

In the event the vacancy is for a principal Musician and a suitable replacement Musician is not available, a section Musician of the Orchestra may be invited to undertake higher duties in the principal position vacancy. For that period the section member's position will then be covered by a Musician(s) on contract.

A Musician may be offered a fixed term contract whether or not they previously auditioned for the Orchestra, subject to the decision of the Management Committee in consultation with the Company and relevant permanent Musicians of the Orchestra.

The Management Committee and the Director of Orchestra Management shall reach agreement on any recommendation to the Chief Executive Officer to engage a Musician(s) on a fixed term contract(s).

A contract Musician is engaged on the terms and conditions of this Agreement.

C3. Casual Musicians

A casual Musician is engaged by the Company by the call.

A casual Musician is engaged on the terms and conditions of this Agreement.

C4. Orchestra Strength

The full establishment of the Orchestra is 104 positions, including the Concertmaster and those positions set out below.

Position Descriptions for the Orchestra are set out in the appendices to this Agreement.

The Musicians and the Company agree that the following positions will be frozen for the period of this Agreement:

- 1 Tutti 1st Violin
- 1 Tutti 2nd Violin
- 1 Tutti Viola
- 1 Associate Principal Double Bass

Therefore, vacancies up to 99 positions (not including the Concertmaster) will be auditioned.

Principal or principal Musician means:

- A musician appointed to a principal role as listed in the Orchestra establishment strength; and
- The leader of any group of 2 or more musicians of identical instruments in an Orchestra; or
- Where there is only 1 musician of any 1 instrument in an Orchestra, the musician of that instrument.

Tutti Musician means a section player who is not a principal, associate or assistant Musician.

Instrument	Position	Number
1 st Violin	Associate Concertmaster	2
	Assistant Concertmaster	2
	Section/ Tutti String	13
2 nd Violin	Principal	2
	Associate Principal	1
	Assistant Principal	1
Viola	Section/ Tutti String	12
	Principal	2
	Associate Principal	1
Cello	Assistant Principal	1
	Section/ Tutti String	10
	Principal	2
Double Basses	Assistant Principal	1
	Section/ Tutti String	7
	Principal	2
Harp	Assistant Principal	1
	Section/ Tutti String	6
	Principal	1
Flute	Section / Tutti Player	1
	Associate Principal	1
	Principal	1
Piccolo	Principal	1
Oboe	Principal	1

	Associate Principal	1
	Section/ Tutti Player	1
Cor Anglais	Principal	1
Clarinet	Principal	1
	Associate Principal	1
	Section/ Tutti Player	1
Bass Clarinet	Principal	1
Bassoons	Principal	1
	Associate Principal	1
	Section/ Tutti Player	1
Contrabassoon	Principal	1
Horn	Principal	2
	Principal 3 rd	1
	Section/Tutti player + duties assisting Principal Horn	1
	Section/ Tutti Player	2
Trumpet	Principal	1
	Associate Principal	1
	Section/ Tutti Player	2
Trombone	Principal	1
	Associate Principal	1
	Section/ Tutti Player	1
Bass Trombone	Principal	1
Tuba	Principal	1
Timpani	Principal	1
	Associate Principal Timpani/ Section Percussion	1
Percussion	Principal	1
	Section/ Tutti Player	1

PART D - Remuneration

D1. Salary increases

Pay increases to Musicians' salaries and wages for the period of this Agreement are:

Date	Percentage
1 January 2019	2.5%
1 January 2020	2%
1 January 2021	2%

D2. Entry Level Salaries

The entry level salary for a Musician employed as at 1 January 2007 is \$104,493.76.

The entry level salary for a Musician employed as at 31 December 2006 is \$99,295.77.

D3. Duty Increments

Duty increments apply to permanent Musicians in the positions set out below:

To entry level salary	Position
0%	Tutti Musician
15%	Assistant Principal
20%	Associate Principal, Assistant Concertmaster, Principal 3 rd Horn, Principal Piccolo, Bass Clarinet, Cor Anglais, Contrabassoon, Bass Trombone, Tuba, Associate Principal Timpani/ Section Percussion.
35%	Associate Concertmaster, Principals

D4. Length of Service Increments

Length of Service Increments apply to permanent Musicians based on years of service with the Orchestra as set out below.

Lengths of Service increments are adjusted on completion of each 2 years of service. Length of service increments are portable across position changes for any individual Musician.

A newly appointed permanent Musician will have their previous orchestral experience considered in relation to Length of Service Increments at commencement of their employment. Any such consideration is subject to approval by the Chief Executive Officer after consultation with the Management Committee subject to the Musician providing evidence of their previous work.

Position	< 2 years	2 years	4 years	6 years	8 years	10 years
Tutti	0%	4%	8%	12%	18%	25%
Assistant Principal	0%	4%	8%	12%	16%	20%
Associate Principal	0%	4%	8%	12%	16%	20%
Principal	0%	4%	8%	12%	16%	20%

D5. Combined Impact of Duty and Length of Service Increments on Salaries for Permanent and Contract Musicians

For clarity, the combined impact of the Duty Increments and Length of Service Increments is additive, as calculated in the tables below.

Position	<2 years	2 years	4 years	6 years	8 years	10 years
Tutti	BASE	4%	8%	12%	18%	25%
Assis Prin	15%	19%	23%	27%	31%	35%
Assoc Prin	20%	24%	28%	32%	36%	40%
Principal	35%	39%	43%	47%	51%	55%

D6. Permanent and Contract Musicians

A permanent Musician is paid the appropriate salary from the salary scales below on a fortnightly basis for each week they are ready and willing to perform rostered work, irrespective of whether or not the Musician is personally involved with that rostered work.

A contract Musician is paid pro rata an appropriate salary from the salary scale below on a fortnightly basis for each week they are ready and willing to perform rostered work.

Permanent Musicians engaged before 31 December 2006

Position	<2 years	2 years	4 years	6 years	8 years	10 years
Tutti						
2019	99,295.77	103,267.60	107,239.43	111,211.26	117,169.01	124,119.71
2020	101,281.68	105,332.95	109,384.22	113,435.49	119,512.39	126,602.10
2021	103,307.32	107,439.61	111,571.90	115,704.20	121,902.63	129,134.15
Assistant Principal						
2019	114,190.13	118,161.96	122,133.79	126,105.63	130,077.46	134,049.29
2020	116,473.94	120,525.20	124,576.47	128,627.74	132,679.01	136,730.27
2021	118,803.41	122,935.71	127,068.00	131,200.29	135,332.59	139,464.88
Associate Principal						
2019	119,154.92	123,126.75	127,098.58	131,070.41	135,042.24	139,014.08
2020	121,538.02	125,589.29	129,640.55	133,691.82	137,743.09	141,794.36
2021	123,968.78	128,101.07	132,233.37	136,365.66	140,497.95	144,630.24
Principal						
2019	134,049.29	138,021.12	141,992.95	145,964.78	149,936.61	153,908.44
2020	136,730.27	140,781.54	144,832.81	148,884.07	152,935.34	156,986.61
2021	139,464.88	143,597.17	147,729.46	151,861.76	155,994.05	160,126.34

Permanent Musicians engaged on or after 1 January 2007

Position	<2 years	2 years	4 years	6 years	8 years	10 years
Tutti						
2019	104,493.76	108,673.51	112,853.26	117,033.01	123,302.63	130,617.20
2020	106,583.63	110,846.98	115,110.32	119,373.67	125,768.69	133,229.54
2021	108,715.31	113,063.92	117,412.53	121,761.14	128,284.06	135,894.13
Assistant Principal						
2019	120,167.82	124,347.57	128,527.32	132,707.07	136,886.82	141,066.57
2020	122,571.18	126,834.52	131,097.87	135,361.21	139,624.56	143,887.91
2021	125,022.60	129,371.21	133,719.83	138,068.44	142,417.05	146,765.66
Associate Principal						
2019	125,392.51	129,572.26	133,752.01	137,931.76	142,111.51	146,291.26
2020	127,900.36	132,163.71	136,427.05	140,690.40	144,953.74	149,217.09
2021	130,458.37	134,806.98	139,155.59	143,504.20	147,852.82	152,201.43
Principal						
2019	141,066.57	145,246.32	149,426.07	153,605.82	157,785.57	161,965.33
2020	143,887.91	148,151.25	152,414.60	156,677.94	160,941.29	165,204.63
2021	146,765.66	151,114.28	155,462.89	159,811.50	164,160.11	168,508.72

D7. Casual Musicians

Casual Musicians are paid a per call rate (inclusive of a casual loading of 22%) for their work with the Orchestra. The rates for casual Musicians during the period of this Agreement are set out below.

Position	2019	2020	2021
Tutti	219.31	223.70	228.17
Assistant Principal	252.19	257.23	262.38
Associate Principal	263.17	268.43	273.80
Principal	274.15	279.63	285.22

D8. Superannuation

In addition to all other payments made to Musician(s) pursuant to this Agreement the Company agrees to make *Employer Superannuation Contributions* as prescribed by the Superannuation Guarantee (Administration) Amendment Act 2012 to complying superannuation funds, nominated by the Musician(s).

Media Super is the industry fund and the default fund for the Company.

In addition to the prescribed minimum Employer Superannuation Contributions for all Musician(s), the Company shall make *Supplementary Employer Superannuation Contributions* for each permanent Musician(s) employed as of 31 December 2006. The Supplementary Employer Superannuation Contributions for eligible Musician(s) vary in amounts. The *Total Employer Superannuation Contributions*, combining both Employer Superannuation Contributions and the Supplementary Employer Superannuation Contributions, for each Musician, are set out in correspondence to individual Musician(s) from the Company, dated 11 December 2006.

For Musician(s) engaged on or after 1 January 2007 if the prescribed amounts of the Employer Superannuation Contributions increase during the life of this Agreement, up to and including an amount of 15%, the increase in those contributions for these Musician(s) will be offset by a concomitant reduction in their base annual salary, such that the sum of their base annual salary and the Employer Superannuation Contributions remains unchanged.

The Company pays Employer Superannuation Contributions to complying funds for Musician(s) who are on periods of paid leave, but the Company does not pay those contributions where a Musician is on periods of unpaid absences, unless otherwise provided by this Agreement.

A Musician's Employer Superannuation Contribution entitlement will be confirmed in writing at commencement of employment.

Employer Superannuation Contributions are payable by the Company no later than 30 days after the completion of any pay period.

The Company agrees to facilitate regular individual and group meetings between Media Super advisors and Musician(s).

D9. Doubling Fee

If a Musician is required to play an instrument other than the instrument for which the Musician is primarily employed, they are entitled to receive a doubling fee. If a permanent Musician has a history of receiving a doubling fee for playing an instrument not contemplated by this Agreement the Musician shall continue to receive their doubling fee as is custom and practice, after which the fee will cease.

The doubling fee is payable to a Musician who is required to play more than 1 instrument in a call.

A Musician is only entitled to 1 doubling fee per call irrespective of how many instruments the Musician is required to play in any call.

A doubling fee for a permanent or contract Musician is paid at the rate of 25% of a salary per call at the current entry level salary that applies to Musicians engaged as at 1 January 2007. A doubling fee for a casual Musician is paid at the rate of 25% of the casual rate per call at the casual rate for the Musician.

A principal percussion or timpani Musician is entitled to a doubling fee when playing the drum kit.

A percussionist is only entitled to be paid a doubling fee when they are required to play tuned instruments and rhythm instruments in the same call, irrespective of the number of each type played during a call.

Trumpet doubling fee will be paid to a Musician who is required to play instruments from at least 2 groups in a call:

- Group 1: Trumpet in A, B-flat, C.
- Group 1: Piccolo Trumpet in F, G, A, B-flat, D, E- flat.
- Group 2: Flugelhorn or Cornet and Rotary Valve trumpets in any key.

The following combination of instruments shall not attract a doubling fee:

- A Clarinet, B-flat Clarinet;
- Any 2 Saxophones;
- Piano, Celesta, Organ;
- French Horns in any key- except descant horn when prescribed by the score;
- Trombones in any key- except Alto Trombone when prescribed by the score;
- Tubas in any key.

D10. Extra Instruments Fee

If a permanent Musician agrees to play any instrument outside the normal family of instruments the Musician is entitled to be paid an extra instrument fee for each call.

If a permanent Musician has a history of receiving an extra instrument allowance for playing an instrument not contemplated by this Agreement the Musician shall continue to receive their fee as is custom and practice, after which the fee will cease.

A Musician is only entitled to 1 doubling fee or 1 extra instrument fee in any call. An extra instrument fee for a permanent or contract Musician is paid at the rate of 25% of a salary per call at the current entry level salary that applies to Musicians engaged as at 1 January 2007. An extra instrument fee for a casual Musician is paid at the rate of 25% of the casual rate per call at the casual rate for the Musician.

Permanent Musicians who play the following instruments are automatically entitled to the fee:

- Heckelphone
- Basset Horn
- Oboe d'amore
- Wagner Tuba
- Euphonium –Tenor Tuba
- Contrabass Trombone
- Contrabass Clarinet
- Cimbasso
- Cimbalom.

D11. Overtime

Overtime means time worked outside the limitations of an individual call of 2 & ½ hours of work and weekly, cyclic and yearly ceilings or where the Company schedules an overtime call.

Overtime is not applicable if a Musician agrees to undertake additional work off roster in which case those provisions will apply.

The overtime provisions apply to casual, contract and permanent Musicians.

The Company agrees not to schedule overtime calls except in exceptional circumstances.

Payment for overtime for casual Musicians is time and ½ or double time based on the casual Musician rates in this Agreement.

Payment for overtime for all contract and permanent Musicians is calculated by reference to the entry level salary that applies to Musicians engaged as at 1 January 2007, including the duty increment for a Musician.

Hourly rates for payment of overtime are calculated in accordance with the following formula:

Annual entry level salary divided by 52 weeks divided by 20 hrs.

An overtime rate is paid at x 1 & ½ times the hourly rate or at double times the hourly rate.

The overtime rate of X 1 & ½ is paid to a Musician for:

- Any work undertaken after the conclusion of a rostered call up until midnight; or
- Any work undertaken in excess of the weekly, cyclic and yearly ceilings unless that work is off roster.

The overtime rate of double time is paid to a Musician for:

- Any work undertaken after the conclusion of a rostered call after midnight; or
 - Any work undertaken after the conclusion of a rehearsal call on the day of a public concert;
 - Any work undertaken after the conclusion of a rostered call on a Sunday or Public Holiday;
- or
- Any work undertaken in excess of the weekly, cyclic and yearly ceilings that falls on a Sunday or Public Holiday unless that work is off roster.

During the life of this Agreement overtime rates will increase in accordance with annual salary percentage increases set out in this Agreement.

All overtime is calculated in 15-minute periods.

In non-performance calls the first 5 minutes of the first 15-minute period is disregarded.

Where a call is scheduled as an overtime call and paid as such, that call will not be credited to a Musician's Annual Call Count.

Overtime of up to ½ hour duration may be called by the Orchestra Manager without consultation at the conclusion of a call.

The Orchestra Manager is required to give notice on the previous day or with prior agreement with the Musician's Executive if they intend to call for overtime of more than ½ hour in duration.

The Company may roster an overtime call provided it offers the Musicians 7 clear days' notice where the overtime call is scheduled for a day where the Musicians are rostered for a call.

The Company may roster an overtime call provided it offers the Musicians 14 clear days' notice where the overtime call is scheduled as a free day for the Musicians.

Rostered overtime shall be paid irrespective of whether or not a Musician is required to attend unless the Company notifies the Musician(s) with 7 days clear notice.

A Musician is only entitled to be paid 1 overtime payment for work undertaken on overtime.

D12. Higher Duties

Higher Duties are payable by the call.

D13. Higher Duties-Strings

A tutti Musician in the 1st Violin section is entitled to be paid Higher Duties as follows:

- At the principal Musician rate when leading the section in any program;
- At the associate principal rate when: sitting in the Second Chair, First desk; or Third Chair, Second desk, in any program except Learning & Education programs
- At the assistant principal rate in Learning & Engagement programs when sitting in the Second Chair, First desk; or
- At the assistant principal rate when sitting in the Fourth Chair, Second Desk, except Learning & Education programs.

A tutti Musician in the 2nd Violin section, Viola section or Cello sections is entitled to be paid higher duties as follows:

- At the principal rate when leading the section in any program;
- At the associate principal rate when sitting in the Second Chair, First desk in any program except Learning & Education programs;
- At the assistant principal rate in Learning & Engagement programs when sitting in Second Chair, First Desk; or
- At the assistant principal rate when sitting in the Third chair, Second Desk, except Learning & Education programs.

A tutti Musician in the Double Bass section is entitled to be paid Higher Duties as follows:

- At the principal rate when leading the section in any program;
- At the associate principal rate when sitting in the Second Chair, First desk in any program except Learning & Engagement programs;

A principal string Musician is entitled to be paid Higher Duties for programs where they move up to play in a higher principal position, to cover a vacancy. Higher duties are not payable to principal Musicians who are rostered to play in a higher position or where they are covering for a Musician on Personal/Carers Leave.

D14. Higher Duties-Winds/ Brass/ Percussion

A tutti musician who is engaged for to perform as a principal, associate principal or in an assistant principal position is entitled to be paid higher duties at the relevant rate of that position.

Any permanent timpani or percussion Musician is entitled to be paid higher duties at the principal rate for performing the Drum Kit. A casual Musician employed to play the drum kit is entitled to be paid at the principal rate.

D15. Additional Work, Off-Roster

A Musician may agree to undertake additional work, off-roster, for the Company, over and above their weekly, cyclic and annual call ceilings.

The Musician's additional work, off-roster, is undertaken strictly on a voluntary basis.

The Musician undertaking additional work, off-roster, is paid the following call rates:

Position	2019	2020	2021
Tutti	252.54	257.59	262.74
Assistant Principal	290.95	296.77	302.70
Associate Principal	301.92	307.96	314.12
Principal	340.35	347.16	354.10

Additional work calls can be scheduled by the Company on any day of the week. There is no payment to a Musician who is unable to attend an additional work call.

In the event that additional work calls are cancelled without at least 7 days' notice, the Musician is entitled to be paid for those calls. This is also the case for a Musician who was originally rostered on for additional work calls, but is no longer required.

Additional work calls do not count towards a Musicians' individual call count.

Payment to Musicians for additional work calls will be made in the next fortnightly pay or as soon as reasonably practicable.

Off roster projects will be scheduled by the Company in agreement with the Management Committee.

D16. Salary Sacrifice

Permanent and contract Musicians may choose to sacrifice part of their salary in the form of an alternative benefit. A Musician undertaking a salary packaging arrangement is responsible for any Fringe Benefit Tax incurred. Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.

D17. Payroll Information

Musicians are paid fortnightly by electronic transfer into a nominated bank account.

Musicians' pay slips are emailed fortnightly within 1 day of receipt of pay. Information set out in pay slips complies with the legislative requirements including: the date of pay; hours worked; gross pay; net pay; allowances; penalty pay; deductions; superannuation payments; leave balances; and any other deductions from the salary as agreed or required.

The Company is required to undertake proper record keeping of our Musicians' salaries, pay and entitlements. At the end of each financial year the Company emails each Musician a summary of their income for the previous year. The Company shall email a Musician's summary of their pay and/or entitlements on request.

In the event a Musician is underpaid the Company shall rectify the underpayment in 1 day.

In the event a Musician is overpaid, the amount and timetable for repayment will be by agreement between the Musician and the Company.

PART E – Allowances

E1. Instrument

Musicians are entitled to a weekly instrument allowance as set out below.

Section	2019	2020	2021
Strings & Harp	35.88	36.59	37.32
Brass	14.40	14.69	14.98
Woodwinf	28.80	29.38	29.97
Timpani & Percussion	28.80	29.38	29.97

Musicians in the doubling positions of Piccolo, Cor Anglais, Bass Clarinet, E flat Clarinet and Contrabassoon shall receive an additional allowance for the upkeep of the doubling instrument irrespective of whether the instrument is owned privately or by the Company.

The Company may determine that a timpanist or percussionist shall receive a further amount of allowance for purchase and upkeep of kit.

E2. Dress

Permanent Musicians of the Orchestra are entitled to receive an annual dress allowance as set out below. The dress allowance is paid to permanent Musicians in the first pay of the year.

Gender	2019	2020	2021
Male	502.87	512.92	523.18
Female	1,077.07	1,098.61	1,120.58

During the period of this Agreement the Company and Management Committee can mutually agree to an alternative arrangement to an annual dress allowance.

Where a Musician is required to wear special dress other than evening dress, it will be supplied by the Company.

Musicians will always be required to comply with the company dress code.

E3. Rosterers

A permanent Musician who takes on the role of a rosterer for their section is entitled to an annual allowance as set out below.

Rosterers	2019	2020	2021
Allowance Amount	1,440.13	1,468.93	1,498.31

A permanent Musician rosterer can claim incidental expenses from the Company in relation to their work.

E4. Musician Executives

Permanent Musicians elected as members of the SSOMA Executive are entitled to an annual honorarium as set out below.

Title	Amount
President	\$12,000
Vice President	\$6,000
Secretary	\$9,000

Annual honorariums are paid following SSOMA elections. In the event a Musician does not complete a full year in office and the Musician is paid the annual honorarium, the Musician shall reimburse the Company the equivalent amount of the honorarium for the period not in office during that year.

Permanent Musicians elected as members of the SSOMA Executive are recognised for the work they undertake by adjustment to their maximum annual call ceilings.

Maximum Call Ceilings	Title
258	President
272	Secretary
280	Vice- President
Minimum of 10 calls reduced from annual call ceiling	Principal, Associate Principal, Assistant Principal, 2 nd line wind, brass or percussion player who are elected to the Executive

PART F – Instruments

F1. Provision

The Company provides the following instruments and maintains those instruments for the exclusive use of Musicians of the Orchestra:

Alto Flute	Basset Horn	Timpani
Oboe d' amore	Contra Bass Clarinet	Percussion
Heckelphone	Contrabassoon	Harp
C Clarinet	Wagner Tuba	Piano
E Flat Clarinet	Bass Trumpet	Organ
Bass Clarinet	Tuba	Keyboards

F2. Insurance

The Company shall insure musical instruments owned by or on loan to permanent and contract Musicians, on the basis of a 24 hour- 7 day a week worldwide coverage provided that these instruments are registered with the Company for the purposes of the SSO instrument insurance listing.

The Company will meet all premium excess and other costs associated with instrument insurance.

The Company shall insure instruments owned by, or on loan to, casual Musicians for only periods of rostered duty and tours with the Company.

PART G – Work & Rostering

G1. Primary Employer

All permanent Musicians acknowledge the Company as their primary employer.

Permanent Musicians undertaking other performance activities will do so without compromising the quality of their work with the Company and with due regard to issues of health and safety.

To avoid any conflict of interest in relation to the Company's sponsorship or philanthropy endeavours, permanent Musicians considering participating in sponsorship or fundraising events for other companies shall disclose and discuss their plans with the Company prior to committing to any such activity.

G2. Rehearsals and Performances

A week means the period commencing at 12.01 am Monday and ceasing at 12.00 midnight the following Sunday.

The standard working week is 8 X 2 & ½ hour calls.

A Call means a rostered duty of 2½ hours for:

- A rehearsal
- A performance
- A recording

Musicians are required to be tuned and ready to rehearse or perform at the commencement of the call.

A cycle means a roster period of 4 weeks.

A maximum of 10 calls are rostered in any week provided always that the maximum number of calls in any 4-week cycle does not exceed 34 calls.

The cyclic call ceiling is 34 calls per 4-week cycle except where commercial calls are included in the cycle.

Where commercial calls are included in a 4 week cycle the call ceiling increases to 36 calls per cycle provided no more than 6 cycles per year are in excess of 34 calls per cycle.

Public holiday means Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, and all or any other days regarded and observed as holidays in NSW, and any other day which by proclamation or Act of Parliament may be substituted for any of the above-mentioned days or may be created a public holiday.

Calls are rostered on any day of the week. However, only 1 performance call and 1 balance call can be rostered on a Sunday or Public Holiday.

A Free Day is a period of 24 hours during which a Musician is not required to be available for work. A Free day commences 11 hours from the conclusion of the last rostered call. A "Free Day" is free of all obligations to the Company unless otherwise determined by Mutual Agreement.

There must be at least 2 consecutive free days in any roster cycle. In any calendar year there must be at least 16 weeks containing 2 consecutive free days. Consecutive free days on a Sunday and Monday will be regarded as part of 1 week for the purposes of this clause.

A rest break means a period of relief from work which commences:

- In non-Performance Calls when the conductor or Orchestra Personnel Manager calls a break;
- In Performance Calls, when the Concertmaster leaves the stage or pit or as indicated by the Orchestra Personnel Manager and at the end of which the Orchestra is re-seated and ready to tune.

Each call includes a rest break of not less than 15 minutes duration, no later than 90 minutes after the commencement of the call.

A call may be without a rest break provided the call does not exceed 2 hours in duration providing the shortened call is counted as 2 ½ hours in duration.

Performance is a presentation of music by the Orchestra before an audience which is not an Open Rehearsal and could also include Recordings.

Rehearsal is a call during which musicians are engaged in preparation for a Performance or Recording.

Open Rehearsal is the rehearsal for a Performance and may be before an audience of music students, members of SSO funding support groups or any other group agreed in advance with the Musicians' Executive.

Recording is where a rehearsal or performance is held to record the Orchestra in order to communicate the recorded material to the public.

End of Call means in a performance, when the Concertmaster starts to walk off stage or the Orchestra Personnel Manager signals the end of the performance; unless another performance is rostered within the same call; or in all other work, when released by the conductor or the Orchestra Manager or the rostered call time expires.

G3. Compressed Call

A compressed call is a 4 & ½ hour call which counts as 2 calls. By agreement with the Musician's Executive 2 x 2 ½ calls can be combined into 1 compressed call of 4 ½ hours duration. The ½ hour break should be placed closest to a regular meal time. A 4 ½ hour call can be arranged without notice where 2 calls are rostered on a day. However, where there is only 1 call rostered on a day, 7 days' notice is required to turn this into a 4 ½ hour compressed call. A 4 ½ hour compressed call shall be counted as 2 x 2 ½ hour calls.

G4. Balance Call

A Balance Call means a call rostered before a performance when the rehearsals take place in a venue different to that of the performance or in a situation where a sound check is required.

A Balance call is for a maximum duration of 60 minutes and may only be scheduled before a live performance. The Balance call is scheduled as close as possible to the commencement of the performance and does not include a rest break.

For the purpose of call accrual, 2 Balance Calls shall be counted as 1 call towards a Musician's Annual Call Ceiling but will not count towards Weekly or Cyclic Ceilings.

G5. Commercial Call

Commercial Call means a Call for: a band for hire; a co-presentation; or self-presentation, of commercial work.

G6. Opera, Staged & Choral Works

Special arrangements between the Company and Management Committee by mutual agreement are made for the rostering of rehearsals and performances for Opera, Staged and Choral Works. Such arrangements incorporate the following principles:

- An act run in full followed by notes in rehearsal and dress rehearsal;
- The general rehearsal (final full run of an opera) Performances count as 2 calls if longer than 2 & ½ hours, or 3 calls if longer than 5 hours.

G7. Playerlink

Playerlink is a Learning & Engagement regional orchestral program. It is a rostered activity which includes travel to the regions and attracts 7 calls regardless of the days of the week.

G8. Ensemble Work

A Musician shall play as part of the full complement of the Orchestra. A Musician shall also play in any ensemble provided the Musician is not required to perform in an ensemble of fewer than 8 Musicians unless the Musician agrees to do so.

Nothing in this Agreement is intended to preclude the Company from offering, and a Musician accepting, individual or ensemble performance engagements for performances additional to their work in the Orchestra under agreed terms and conditions.

G9. Utzon Room Chamber Concerts

Where a Musician agrees to perform in an Utzon Room chamber concert the Musician will be compensated by accruing 3 calls per program to their annual call count. These calls will not count towards a Musician's weekly or cyclic call count. *Where an Utzon program is repeated for subsequent concerts a musician will receive one additional call per concert.*

G10. St James' Church Concerts

Where a Musician agrees to perform in a St James' Church chamber concert the Musician will be compensated by accruing 2 calls per program to their annual call count. These calls will not count towards a Musician's weekly or cyclic call count.

G11. Night Lounge Chamber Concerts

Where a Musician agrees to perform in a Night Lounge chamber concert the Musician will be compensated by accruing 2 calls per program to their annual call count. These calls will not count towards a Musician's weekly or cyclic call count.

G12. Company Events

Ensembles which agree to perform in any of these series are required to also perform in one additional Company event annually, arranged in advance and responsively to the Company's business needs. Such events shall normally showcase the ensemble in the work they have already prepared and will not involve the performance of background music. These events may include but are not limited to the following:

G12a. Vanguard Events

Where a Musician agrees to perform in a Vanguard event the Musician will be compensated by accruing 2 calls per program towards their annual call count. These calls will not count towards a Musician's weekly or cyclic call count.

G12b. Music for Health Concerts

Where a Musician agrees to perform in a Music for Health program the Musician will be compensated by accruing 2 calls per event towards their annual call count. These calls will not count towards a Musician's weekly or cyclic call count.

G12c. Corporate Sponsorship and Philanthropy

Where a Musician agrees to perform in a corporate sponsor or philanthropy program the Musician will be compensated by accruing 1 call per program towards their annual call count. These calls will not count towards a Musician's weekly or cyclic call count.

In exceptional circumstances the Company may mutually agree with the Management Committee to offer a Musician performing in a corporate sponsorship or philanthropy event more than 1 call in recognition of their work.

Where an ensemble is required to perform extensive additional and or background music for any such company event, the Company may choose to engage a group of musicians on a voluntary basis for an appropriate fee.

G15. Maximum Annual Call Count

A Call Count means the total number of calls actually performed or leave (accrued to the call count in accordance with provisions in this Agreement) taken in any calendar year.

The maximum annual workload of calls for permanent and contract Musicians are as follows:

Maximum Calls	Role of Musician
300	Tutti Strings
288	Tutti String Rosterer
280	Assistant Principal Strings
270	2 nd Flute, 2 nd Oboe, 2 nd Clarinet, 2 nd Bassoon, 2 nd Horn, 4 th Horn, Horn Section player, 2 nd Trumpet, 3 rd Trumpet, 2 nd Trombone, Section Percussion
260	Associate Principal, Principal, Associate Concertmaster, Assistant Concertmaster, Associate Principal Timpani/Section Percussion

Where more than 1 call ceiling is applicable to a Musician the lower call ceiling applies.

Where more than 1 call ceiling is applicable to a Musician the lower call ceiling applies.

G16. Additional Work Requirements

In addition to the Musician's annual workload of calls a Musician may be required to work up to 50 hours per annum undertaking any or all the following activities:

- Full Orchestra meetings
- Auditions
- Training
- Publicity and promotional activities
- Outreach.

The content and scheduling of this additional non-performance work shall be mutually agreed between the Management Committee and the Company and as far as possible be included in the draft roster and roster updates.

G17. Rostering

The annual work schedule of calls for each Musician is jointly administered by the Principals, Rosterers and the Company.

*A **rosterer** is a permanent Musician who in consultation with Orchestra Management allocates the annual work schedule of Musicians in their section. A **string rosterer** also allocates the seating of their section on a weekly basis in consultation with their principal Musicians.*

String Rosterers are elected for a 2-year term by their Section. All String Musicians are entitled to nominate as a String Rosterer for their Section. In September of every odd year the Secretary of the SSOMA will seek nominations from all the String Sections. If there is more than 1 candidate for a Section, a secret ballot will be held. Newly elected String Rosterers will be responsible for allocating work schedules in the forward roster for the following year for the Musicians in their section. However, their 2-year Term, including the allowance and call reduction, will apply from the beginning of the following January. In the years where a new String Rosterer is elected the previous String Rosterer will still be in charge of administering the roster until the end of that calendar year.

If a String Rosterer leaves the Orchestra or is unable to continue with their rostering duties before the end of their term, another election will be held to cover that position for the remainder of the term. The newly elected String Rosterer will be entitled to a pro-rata call allocation and allowance.

A Tutti String rosterer is entitled to a reduction of 12 calls from their annual call count as well as an allowance

The Company records and keeps up to date a record of each Musician's call count. This information is distributed by the Company on a monthly basis. These records are also available to a Musician on request. These records are also reported to the Management Committee as required.

Musicians working with the Orchestra are provided with the following types of Rosters:

- An annual roster known as the Annual Draft Roster;
- A Cyclic Roster; and
- A Weekly Roster.

G18. Annual Draft Roster

A copy of the Annual Draft Roster is prepared in the previous year and distributed in soft copy to each permanent Musician at the time of the launch of the following year's season. The Annual Draft Roster is then printed and distributed to all permanent Musicians. The Annual Draft Roster sets out the annual work for the Orchestra for the year ahead, correct at the time of publication but subject to change. Copies of the Annual Draft Roster are available at the Company office and the Sydney Opera House.

G19. Cyclic Roster

A copy of the Cyclic Roster is prepared and distributed in soft copy to each permanent and contract Musician 2 weeks before the commencement of the cycle. There are 13 x 4-week cycles in each year. A Cyclic Roster includes the following information:

- Scheduled times for calls for: rehearsals and performances; auditions; meetings; travel; and other activities.
- Conductor, Guest Artists, Concertmaster, program and series, program works, dress requirements and relevant performance information.
- In summary form: calls per week, hours per week and hours per cycle.
- Any variations to the Annual Draft Roster.
- Company contacts for notification.

Copies of the Cyclic Roster are available at the Company office and the Sydney Opera House.

G20. Weekly Roster

A copy of the Weekly Roster is prepared and distributed in soft copy to each permanent and contract Musician each Friday and includes the recent version of information as set out in the Cyclic Roster and a list of the Musicians required for the programs covering the next 2 weeks of the roster cycle.

Copies of the Weekly Roster are available at the Company office and the Sydney Opera House.

Casual Musicians engaged by the Orchestra will be provided with a copy of their work requirements at time of contract and informed of any changes to their roster as necessary.

It is a requirement that the Company offers a Musician at least 7 days' notice of a change to rostered arrangements for any day prior to the day concerned within a roster cycle.

In the event the Company does not provide a casual Musician with at least 7 days' notice for the cancellation of work the Company will pay the casual Musician for the work whether the casual Musician is required to work or not.

G21. Respite for String Musicians

The Company shall work with Musician rosterers of string Musicians, so their annual workload is scheduled in a way that a string Musician is not required to work more than 10 consecutive weeks without a week of either annual leave or guaranteed respite leave.

The Company is committed to offering tutti string Musicians 3 weeks guaranteed respite leave per year known as Black Boxes.

G22. Annual Work Schedule Guidelines for String Principal Musicians

These guidelines were devised to assist in the rostering and the administration of work for string principal Musicians.

The number of string Principal Musicians in each section required for each program is agreed in advance of every year by the Artistic Committee.

In the event there is a shortfall in the number of string Principal Musicians as agreed by the Artistic Committee and a tutti Musician performs in a Principal position, the tutti Musician is entitled to be paid higher duties.

Guidelines for the minimum requirements for sections with 4 Principal Musicians- 2 Principals; 1 Associate & 1 Assistant Principal:

4 Principals are generally required for:

- All programmes with the string strength of 16 14 12 10 8;
- All National and International tours; and
- Any program specifically recommended by the Artistic Committee.

3 Principals are required for:

- Remaining subscription series, some special concerts/projects, with a string strength less than 16 14 12 10 8; and
- All remaining repertoire conducted by the Chief Conductor other than listed above; and
- Any program specifically recommended by the Artistic Committee.

2 Principals are required for:

- All remaining programmes, including Metro and Regional tours, and
- Any program specifically recommended by the Artistic Committee.

1 Principal is required for:

- Family Concerts, Schools Concerts, Learning & Engagement Concerts and similar concerts; and
- Any program specifically recommended by the Artistic Committee.

Guidelines for the minimum requirements for sections with 3 Principals – 2 Principals, 1 Associate:

3 Principals are generally required for:

- All programmes with the string strength 16 14 12 10 8;
- All National and international tours and
- Any program specifically recommended by the Artistic Committee.

2 Principals are required for:

- All remaining subscription series, some special concerts/projects with a string strength less than 16 14 12 10 8; and,
- Any program specifically recommended by the Artistic Committee.

1 Principal is required for:

- All remaining programs including Metro and Regional tours, Family Concerts, Schools Concerts, Learning & Engagement Concerts, Commercial Concerts or similar concerts; and
- Any program specifically recommended by the Artistic Committee.

In sections with 4 Principal Musicians, 1 Principal Musician shall lead an entire concert.

In some situations, these guidelines will not be appropriate and will be reviewed by the Artistic Committee and the string principal Musicians. Reasons for review include but are not limited to the following:

- Concert repertoire and programmes; or
- Individual requests for leave or respite and/or
- Approved Long Service Leave or other paid or unpaid leave taken by Principal Musicians.

If a permanent tutti Musician undertakes higher duties as a Principal Musician, an additional casual Musician shall be booked to replace the acting musician in the section only when the other section members are at their call ceiling or likely to exceed their call ceiling if rostered to play against that leave.

The Management Committee shall review the annual advance roster submitted by Principal Musicians to ensure that workload is distributed according to the agreed guidelines in an equitable (or otherwise agreed) manner and that maximum annual workload of any permanent Musician of the Orchestra is not adversely affected by the distribution of the workload of Principals.

G24. Job share arrangements

The Company and the Musicians recognise the importance of maintaining the highest level of artistic standards in the Orchestra as well as facilitating improved work-life balance for our Musicians.

Musicians wishing to apply for a job share arrangement are required to submit a written application to the Director of Orchestra Management no later than the beginning of September of the year proceeding the period of the request.

All applications for Job share arrangements for the following year shall be considered by the Company and the Management Committee in accordance with the following criteria:

- The reason for the request and the Musician's access to alternative arrangements;
- Whether the request meets the job share requirements;
- The availability of suitable casual or contract Musicians; and
- The number of applications for job share requests and requests for other flexible work arrangements in any in any given year.

The Company and the Management Committee will also consider the following criteria in relation to specific individual requests for job share arrangements:

- The workload distribution across the year;
- The exact distribution of the workload being proposed and agreed between the Musician and the section Principal Musician in consultation with the section rosterer.
- The Musician(s) proposed to undertake the remaining percentage of the year's workload as recommended by the relevant section Principal(s) in consultation with the section.

Management Committee will make recommendations to the Chief Executive Officer in relation to all applications for job share arrangements.

In the event a Musician's request for a job share arrangement is approved by the Company the Musician shall receive all entitlements and allowances available to full-time Musicians on a pro rata basis.

All approved job share arrangements are for a period of up to 12 months. A Musician cannot extend an approved job share arrangement beyond a 12-month period but is able to re-apply the following year in the same manner.

The Management Committee and the Company will monitor all approved job share arrangements.

A Musician undertaking a job share arrangement shall not undertake other professional paid employment. However, the Musician may apply in writing to the Company and the Management Committee to request permission to undertake other professional development work such as chamber music or leadership opportunities.

Job share Musicians who engage in other professional performance work without permission from the Company may jeopardise the status of the remainder of their Job share arrangements.

PART H – Recordings and Adaption of Performances and Activities

H1. Introduction

The Musicians and the Company agree that the communication to the public of recorded performances and activities is integral to enhancing the profile and reputation of the Orchestra within Australia and internationally. It is also agreed that the Musicians and the Company will share equally in any financial returns from the recordings of the Musicians' performances.

The Musicians and Company acknowledge the globalisation of media platforms, content and services as a critical feature of the convergent media environment and are committed to embracing cyber culture and the social phenomena associated with the internet and network communications, in order to distribute and exhibit our cultural contribution to the broadest international audience possible.

H2. Recording and Broadcast Arrangements

Broadcast means: a service that delivers television programs or radio programs to persons having equipment appropriate for receiving that service, whether the delivery uses the radio frequency spectrum, cable, optical fibre, satellite or any other means or combination of these means. Broadcast also includes the right to upload and the right to simulcast. It excludes a service, including a tele text service that provides no more than data or no more than text (with or without associated still images) or a service that makes programs available on demand on a point to point basis, including a dial up service.

These Recordings and Broadcast arrangements apply to all Musicians whose performance is recorded and broadcast.

The Company acknowledges the statutory rights of Musicians to agree to any recording of their performance and their moral rights in their recorded performance.

The Musicians and the Company recognise the long-standing relationship allowing the Australian Broadcasting Corporation the right to record and broadcast the Orchestra's performances. The Musicians agree to the Company entering into arrangements (on their behalf) with the Australian Broadcasting Corporation to record and broadcast their performances for the period of this Agreement.

The Musicians acknowledge the Company is approached from time to time by broadcasters other than the Australian Broadcasting Corporation to record and broadcast the Musicians' performances for commercial and/or non-commercial purposes.

The Musicians agree to the Company entering into arrangements (on their behalf) with broadcasters other than the Australian Broadcasting Corporation subject to the Management Committee reaching agreement with the Company in respect of the terms and conditions of those arrangements (including the rights to secondary usage).

The Musicians agree that their moral rights in their recorded works are satisfied by the Artistic Committee reviewing and endorsing the final work prior to communication of that work.

H3. Film, Documentaries, Television Programs, Soundtracks

The Musicians acknowledge the Company is approached from time to time to record and broadcast the Musicians' performances for commercial and/or non-commercial purposes involving film, documentaries, television programs and soundtracks.

The Musicians agree to the Company entering into arrangements (on their behalf) with these persons or companies subject to the Management Committee reaching agreement with the Company in respect of the terms and conditions of those arrangements (including the rights to secondary usage).

The Musicians agree that their moral rights in their recorded works are satisfied by the Artistic Committee reviewing and endorsing the final work prior to communication of that work.

H4. Technology, Media and Communication Rights

The Musicians support the Company's initiatives in the new media environment and agree to their recorded performances, interviews and activities being communicated to the public online, including via the internet, using new media and digital services, subject to the approval of the terms and conditions by the Management Committee and the Artistic Committee reviewing and endorsing the final work prior to communication of that work.

The Musicians support the Company's initiatives in negotiating with IT Companies for commercial exploitation to sell their recorded music on the internet, such as Google's Classical Live Platform, iTunes and any other similar platforms.

The Musicians authorise the Company to enter into arrangements on their behalf for the period of the Agreement with such Companies subject to the approval of the terms and conditions by the Management Committee and the Artistic Committee reviewing and endorsing the final work prior to communication of that work.

H5. Musicians Fees for Commercial Exploitation of their Recorded Performances

Subject to the provisions of this clause, the Musicians agree to delegate their authority to the Company to negotiate a fee for the commercial exploitation of their recorded performances as the occasion arises.

The Musicians and the Company agree that any income derived from the commercial exploitation of their recorded performances will be shared equally between the Company and the Musicians. The Company shall regularly report to the Musicians on the receipt on any income derived from the commercial exploitation of their recorded performances.

The Musicians agree to delegate their authority to the Management Committee to determine the distribution of any such fees subject to the Management Committee's decision being in the interests of the Musicians.

H6. Learning & Engagement Initiatives

The Musicians support the Company's Learning & Engagement initiatives and the communication of these programs to the public through both traditional and digital means.

The Musicians agree to excerpts of up to 10 minutes in duration of their approved recorded performances being included in the Company's Learning & Engagement Programs and communicated to the public online, including the internet as well as more traditional methods of communication to the public. The Company agrees that any excerpts of greater than 10 minutes in duration, to be included in Learning & Engagement Programs, require the approval of Management Committee.

Individual Musicians may agree to their own recorded performances, interviews and activities being included in the Company's Learning & Engagement programs and communicated to the public online, including the internet as well as more traditional methods of communication to the public.

H7. Archival Recordings

Archival means a recording of a performance or rehearsal which is not used for public broadcast or commercial purposes without mutual agreement between the Company and the Management Committee.

The Musicians acknowledge that the Company enters into arrangements with its venue hirers which include provisions for the Company and those hirers to retain a copy of any recording of the Orchestra for archival purposes. The Musicians agree that the Company and those venue hirers have the right to retain a copy of the Orchestra's recording for archival purposes.

H8. Publicity, Promotions and Marketing

The Musicians recognise that the Company may for publicity, promotional, or marketing purposes communicate to the public the Musicians' excerpts of recorded performances, interviews and/or activities. The Musicians recognise the Sydney Opera House and other Company partners may also seek the same rights. The Musicians agree to the Company and for the period of this Agreement, the Sydney Opera House and Company partners communicating excerpts of their recorded performances, interviews and activities to the public for these purposes, in any media platform, provided that the recorded performance is no more than 5 minutes, unless a greater length is agreed by the Management Committee.

The Company agrees not to authorise the use of the Musicians' recorded performance to promote third parties (other than those set out in this Agreement) or their commercial products unless as agreed to the Management Committee.

PART I –Travel & Touring

11. Parking

Parking is provided for permanent and contract Musicians at our primary rehearsal and performance venues in accordance with custom and practice.

The Company administers and pays for the provision of parking for our permanent and contract Musicians at our primary rehearsal and performance venues in accordance with custom and practice.

Casual Musicians working at our primary rehearsal and performance venues are entitled to be reimbursed for agreed parking expenses or provided with parking as arranged by the Company.

12. Transport

If there is no public transport available at the conclusion of a rostered call and the Musician is unable to return home by public transport, the Company is responsible for the reasonable cost to transport the Musician home.

13. Travel Calls

***A Travel Call** is the period from the rostered commencement of travel to and from a city terminal, home base, hotel or rehearsal/performance venue but excluding meal stops. At the start of the tour, the Travel Call is from home base until arrival at a hotel or performance venue. During a tour, the Travel Call between 2 cities/ towns is from the departure of the bus from the hotel until the arrival of the bus at the next hotel/venue. At the end of the tour, a travel Call concludes on return to home base.*

***Home Base** means the principal rehearsal venue of the Orchestra when rehearsing/ performing in the normal course of work in Sydney, or the departure and arrival point of the Bus for Regional and International Tours.*

Up to 10 travel calls per year within Australia are not included in a Musician's annual call count.

14. Day Tours

***Day Tour** means rostered duty occurring outside the City of Sydney under circumstances where the Musicians do not have to stay overnight out of Sydney – a run out.*

For the entire duration of the tour, a Musician(s) is working for the Company.

A Musician(s) engaged for a day tour is entitled to an allowance for meals and incidentals in accordance with the APS/ABC rates. Subject to consultation with the Musician's Executive, prior to the day tour, the Company may provide the Musician(s) meals, in accordance with custom and practice, instead of an allowance.

The total numbers of calls allocated to travel are mutually agreed by the Musician's Executive and the Company prior to a Day Tour, on a case by case basis, in accordance with custom and practice as set out below.

Ordinarily travel for a day tour may commence at 9 am and conclude no later than midnight at home base.

Total travel time of up to 5 hours equates to 1 call accrued to a Musician's call count. Total travel time in excess of 5 hours accrues at the rate of 2 calls.

Total travel time of up to 3 ½ hours on a Sunday or Public Holiday equates to 1 call accrued to a Musician's call count.

Total travel time in excess of 3 ½ hours on a Sunday or Public Holiday accrues at the rate of 2 calls.

15. Overnight Tours

Overnight Tour means rostered work for Musicians where they are required to be absent from Sydney for 1 or more nights.

For the entire duration of the tour the Musician(s) is working for the Company.

A Musician(s) engaged for an overnight tour is entitled to an allowance for meals and incidentals in accordance with APS/ABC rates. Subject to consultation with the Musician's Executive, prior to the overnight tour, the Company may provide the Musician(s) meals, in accordance with custom and practice, instead of an allowance.

The Company will provide the Musician(s) with single room accommodation in a 4-star rated hotel and provide and/or pay for all transport needs during the tour.

The total numbers of calls allocated to travel are mutually agreed by the Musician's Executive and the Company prior to an overnight tour.

Ordinarily travel for an overnight tour may commence at 9AM and conclude no later than 12 MN at home base.

16. Regional/ National Tours

For the entire duration of the tour the Musician(s) is working for the Company.

Musicians undertaking a Regional or National Tour are either permanent Musicians or engaged as contract Musicians.

A Musician(s) engaged for a Regional or National tour is entitled to an allowance for meals and incidentals in accordance with the APS/ ABC rates. Subject to consultation with the Musician's Executive, prior to the regional/ national tour, the Company may provide the Musician(s) meals, in accordance with custom and practice, instead of an allowance.

The Company will provide the Musician(s) with single room accommodation in 4 star rated hotels and provide and/or pay for all transport needs during the tour.

The total numbers of calls allocated to travel are mutually agreed by the Musician's Executive and the Company prior to a Regional or National Tour.

Ordinarily travel for a regional/ national tour may commence at 9 am and conclude no later than midnight.

17. International Tours

The terms and conditions of work, travel, meals, incidentals, accommodation and health support for all Musicians who are undertaking an international tour with the Company, are mutually agreed prior to the tour, by the Company and the Musician's Executive, on a case by case basis, in accordance with custom and practice.

PART J – Leave Provisions

J1. Annual leave

Each permanent Musician is entitled to 6 weeks paid Annual Leave per year. A permanent Musician is also entitled to be paid an Annual Leave Loading of 17.5% of their ordinary weekly rate of pay, for each week of annual leave, in addition to the Musician's ordinary weekly rate of pay.

Each contract Musician is entitled to 6 weeks paid Annual Leave per year. A contract Musician is also entitled to be paid an Annual Leave Loading of 17.5% in addition to the Musician's ordinary weekly rate of pay for each week of Annual Leave. Where a Musician is contracted for a period less than a year the Musician is entitled to paid Annual Leave and annual leave loading on a pro rata basis.

A casual Musician is not entitled to paid or unpaid Annual Leave.

Annual Leave entitlements for permanent Musicians accrue from month to month and accumulate from year to year.

Annual Leave entitlements for contract Musicians accrue from month to month and are paid out at the conclusion of each contract.

4 consecutive weeks Annual Leave is rostered simultaneously for all permanent and contract Musicians. The remaining 2 weeks Annual Leave may be rostered in periods of not less than one week.

If a public holiday(s) occurs during a period of Annual Leave, permanent and contract Musicians will be recredited for each public holiday and each public holiday shall count at the rate of 2 calls per day.

If a permanent or contract Musician is ill or injured for more than 1 day on Annual Leave and the Musician produces a medical certificate to the Company on return from Annual Leave, the Musician may apply for personal leave. Annual leave will be recredited for the period of Personal Leave at the rate of 4 hours per day.

Following a period of 4 weeks Annual Leave, 2 calls are rostered consecutively for permanent Musicians to prepare for the commencement of the new season and the permanent Musicians are not required to rehearse or perform during these calls.

In the event a permanent or contract Musician is rostered to take a period of Annual Leave and the Musician has not accrued sufficient Annual Leave entitlements for paid leave for the rostered period, the Company will offer the Musician paid Annual Leave in advance of their accrued entitlement. At the conclusion of the Musician's employment with the Company, the Musician is required to repay to the Company any outstanding amounts in relation to paid leave provided in advance. The Company will advise the Musician of any outstanding amounts owing as well as the Musician's entitlements when notified of a Musician's decision to leave the Orchestra.

J2. Compassionate leave

A permanent or contract Musician is entitled to 2 days paid Compassionate Leave for each occasion where a family or household member dies or contracts, develops or suffers a life-threatening illness or sustains an injury that poses a serious threat to life.

A casual Musician is entitled to 2 days unpaid Compassionate Leave for each occasion where a family or household member dies or contracts develops or suffers a life-threatening illness or sustains an injury that poses a serious threat to life.

The Company may request evidence that substantiates the reason for the Compassionate Leave.

A Musician may take Compassionate Leave as a single continuous 2-day period or 2 separate periods of 1 day each or any other period and interval as agreed between the Musician and the Company.

Where a permanent or contract Musician is granted a period of Compassionate Leave their rostered calls will be attributed to the Musician's Call Count.

A musician is not entitled to undertake any other work during periods of approved Compassionate Leave unless otherwise agreed to by the Company.

The Managing Director may grant a Musician a longer period of paid or unpaid Compassionate Leave in exceptional circumstances. Requests to the Managing Director will be considered on a case by case basis.

J3. Community Service Leave

Permanent, contract and casual Musicians are entitled to access Community Service Leave to undertake certain activities such as voluntary emergency management activities or jury duty. Musicians will notify the Company as soon as possible and consult with the Company about the leave.

Community Service Leave is unpaid except for jury service leave. The Company recognises that jury duty is mandatory.

Where a permanent Musician undertakes jury duty, the Company will pay the Musician for the period they are undertaking jury duty and the Musician will reimburse the Company the amount received for undertaking the jury duty. This amount excludes any expenses paid to the Musician.

Where a contract or casual Musician undertakes jury duty, the Company will pay the Musician for the period within their contract period and the Musician will reimburse the Company the amount received for undertaking the jury duty. This amount excludes any expenses paid to the Musician.

Where a Musician wants to be absent from work to undertake Community Service work the Musician is required to provide the Company with the following information:

- Notice of the absence as soon as practicable;
- The period of leave; and
- Evidence that the Musician is entitled to the leave- e.g. the type of activity and documentation supporting the request from a recognised management body.

Periods of approved paid leave for Musicians for Community Service Leave will be attributed to the Call Count at the rate of 7 calls per week and for a period of leave less than 1 week in duration, the number of rostered calls during the period of absence up to a maximum of 7 calls per week, is attributed to the call count.

A Musician on approved Community Service Leave who wishes to undertake other work shall discuss and reach agreement with the Company prior to undertaking any such work.

J4. Fair Work Act Leave

The Company may grant paid leave to permanent, contract or casual Musicians where they are required to attend any proceedings under the Fair Work Act 2009.

Any period during which a Musician is on approved paid leave pursuant to this clause shall count as a period of service.

Periods of approved paid leave for musicians to attend the Fair Work Act proceedings will be attributed to the Call Count at the rate of 7 calls per week and for a period of leave less than 1 week in duration, the number of rostered calls during the period of absence up to a maximum of 7 calls per week, is attributed to the call count.

A Musician on approved Fair Work Act Leave who wishes to undertake other work shall discuss and reach agreement with the Company prior to undertaking any such work.

J5. Long Service Leave

Permanent Musicians accrue 3 months Long Service Leave and may access the leave after 10 years continuous service with the Company. The accrual rate per year of service thereafter is 3/10 of a month or 9 calendar days. A pro rata accrual rate applies for a part year of service.

Contract and casual Musicians accrue 3 months Long Service Leave and may access the leave after 10 years' service with the Company. The accrual rate per year of service thereafter is 3/10 of a month or 9 calendar days. A pro rata accrual rate applies for a part year of service.

Long Service Leave will generally be granted for a minimum period of 1 week and 1 program and should be for a continuous period.

The period of leave shall be agreed between the Musician and the Company and shall generally consider the availability of quality replacement Musicians.

Long Service Leave may be taken at 1/2 the ordinary rate of pay.

Long Service Leave may be taken adjacent to other forms of leave but cannot be broken and interspersed with any other forms of leave.

Long Service Leave is approved at a mutually convenient time to the Musician and the Company. The Company will not unreasonably refuse to approve the Musician a request for Long Service Leave.

The Company is committed to fostering the long-term artistic vitality of each Musician over a lengthy career and encourages the planned use of Long Service Leave entitlements for artistic reasons, further study, international artistic exchanges, and other purposes that are of personal interest to each Musician.

The Company recommends a five-year forward planning cycle for Musicians with Long Service Leave and is committed to partnering with Musicians to plan ahead and ensure that the Orchestra's artistic quality is not compromised by any Musician using his or her Long Service Leave.

At the beginning of each year, the Company will provide each Musician with a statement of their accrued Long Service Leave entitlements and discuss whether, how and when each Musician plans to use his or her Long Service Leave over the coming five-year period. This lengthy forward planning cycle is in the best interests of both Musicians and the Company in order to ensure that the Orchestra's artistic standards are maintained and that each Musician can plan the Long Service Leave that is best suited to his or her personal needs.

Outstanding Long Service Leave entitlements shall be paid to the Musician at termination of employment.

Pro rata Long Service Leave shall be payable to a Musician with less than 10 years' service, provided the Musician has worked for the Company for not less than 1 year, in the following circumstances:

- Age retirement;
- Redundancy; or
- Invalidity retirement.

Musicians who are medically unfit for more than 1 day while on Long Service Leave and who produce satisfactory medical evidence on return from leave may apply for Personal Leave for that period. Long Service leave will be recredited for that period.

The Company recognises a Musician's prior service with a previous company, provided that a reciprocal agreement exists between both companies and the previous company transfers to the Company the amount equivalent to the musician's Long Service Leave accruals.

A Musician with recognition of prior service with a previous company is not eligible to apply for Long Service Leave for a period of 5 years from joining the Company.

Musicians employed as at 31 December 2006 who have had prior service with another organisation recognised for LSL purposes or who have had eligible service with another organisation prior to that date will continue to have that service recognised. Note: Eligible service refers to service recognised under the Commonwealth (Long Service Leave) Act 1976 and regulations made under that Act.

Prior service shall not count for any purpose where there has been a break in service of more than 12 months.

Long Service Leave does not accrue during periods of unpaid leave.

In the event of the death (or disability) of a Musician the Company may pay the Musician's Long Service Leave accrued entitlements to the Musician's dependents, legal representative or trustees (in the case of disability) upon receipt of a lawful authority, otherwise Long Service Leave accruals will be paid into the estate of a deceased Musician.

During periods of Long Service Leave a Musician is entitled to be paid an instrument allowance. Where a Musician is paid out their Long Service Leave entitlement and does not take the period of leave the Musician is not entitled to be paid an instrument allowance.

Where a Musician is paid higher duties at the commencement of Long Service Leave and it was previously agreed between the Musician and the Company that the period of higher duties would be for no less than 12 months, the Musician's Long Service Leave entitlement shall be calculated at the higher rate of pay.

Long Service Leave will be attributed to the Musician's Call Count at the rate of 7 calls per week.

J6. Parental Leave

An eligible Musician is a Musician with at least 12 months unbroken service with the Company.

Casual or contract Musicians may also be entitled to unpaid Parental Leave if they have been employed by the Company on a regular and systematic basis for a sequence of periods over at least 12 months and they would have reasonably expected continuing employment on a regular and systematic basis.

Eligible Musicians are entitled to **52 weeks Unpaid Parental and Adoption Leave** with a right to request an additional 12 months pursuant to the National Employment Standards.

An eligible Musician is entitled to up to **52 weeks Unpaid Parental Leave** to be the primary carer of a new born or newly adopted child under 18 years of age. If both parents qualify and are employed and take parental leave, a maximum of 104 weeks is available between them.

Unpaid Parental Leave must be taken in one continuous period but may be taken adjacent to other forms of leave such as annual leave. If an eligible Musician wishes to take parental leave and another form of leave at the same time, they must inform Orchestra Management in writing ahead of time.

Musicians may also be able to access **paid parental leave** under the **Australian Government Paid Parental Scheme**, including Parental Leave Pay; Dad and Partner Leave Pay, based on the National Minimum Wage. Requirements and arrangements are set out at www.humanresources.gov.au

In addition to the Australian Government Paid Parental Scheme eligible permanent Musicians are also entitled to Paid Parental and Partner Leave from the Company.

An eligible permanent or contract Musician, full time or part time, is entitled to **12 weeks paid Parental Leave from the Company** to be the primary carer to a new born or newly adopted child less than 18 years. The Musician may request that the 12 weeks paid parental leave be paid at half pay or full pay. Company paid parental leave is calculated on basis of the Musician's weekly salary, inclusive of any salary increases in accordance with this Agreement.

In the event a permanent Musician was not working full time immediately prior to undertaking paid Parental Leave, the Musician is nevertheless entitled to the full 12 weeks paid entitlement.

An eligible permanent Musician is entitled to **1-week paid partner leave and 2 weeks Unpaid Partner Leave from the Company.**

Where both parents are employed by the Company only 1 parent, the primary carer, is entitled to paid parental leave and only 1 parent is entitled to Paid Partner Leave.

Where an eligible permanent Musician is granted Paid Parental or Partner Leave that leave is counted within the entitlement for the statutory 52 weeks Unpaid Parental Leave.

Superannuation contributions are payable during all periods of Paid Parental and Partner Leave.

Periods of Company Paid Parental and Partner Leave count as service. Periods of Unpaid Parental Leave do not count for service but do not break continuity of service.

A Musician may request that their salary, allowances or any accrued paid leave entitlements be paid in advance of undertaking Parental or Partner Leave.

The Company shall continue to pay a Musician their instrument allowance for the period of paid and Unpaid Parental Leave.

If a Musician is receiving higher duties before going on Company Paid Parental or Partner Leave, they will be paid for that period of leave on the basis of those higher duties if they would have continued to be paid the higher duties but for the period of the leave.

A Musician is encouraged to discuss their plans for Parental Leave with the Company at their earliest convenience.

The Company may request a pregnant employee obtain a medical certificate to confirm they are fit for work and to ensure the Company meets its workplace health & safety responsibilities.

An eligible Musician is entitled to make a request to the Company for additional unpaid Parental Leave to be the primary carer of their child. A request for additional Parental Leave must be made in writing at the Musician's earliest convenience but no later than 28 days before the original Parental Leave period is due to expire.

The Company shall ensure the Musician is given a reasonable opportunity to discuss the request for additional unpaid Parental Leave. The Company will discuss the request for additional leave with the Management Committee.

On return to work from Parental Leave a permanent Musician will resume the same position that they vacated.

If a Musician becomes pregnant or adopts a child while on Parental Leave she is entitled to apply for a further period of Parental Leave. Whether it is necessary for the Musician to resume duty before proceeding to the second period of Parental Leave depends on the expected date of the second birth.

Periods of Parental and Partner Leave will be attributed to the Call Count at the rate of 7 calls per week for a full time Musician. For a period of less than 1-week rostered calls during the period of absence up to a maximum of 7 calls per week are attributed.

A Musician on approved Parental Leave who wishes to undertake other work shall discuss and reach agreement with the Company prior to undertaking any such work.

17. Personal/Carers Leave

A Musician is entitled to access **Personal / Carers Leave** when they are either:

- *Unfit for work because of their personal illness or injury; or*
- *To provide care or support an immediate family or household member because of their personal illness, injury or unexpected emergency.*

A casual Musician is not entitled to **paid** Personal/ Carers Leave.

A contract Musician is entitled to access up to a total of **27 calls of paid** leave for **Personal/ Carers Leave** per annum or less on a pro rata basis where their contract is less than 1 year in duration.

A permanent Musician is entitled to access paid Personal or /Carers Leave as set out in this section of the Agreement.

Musicians are not entitled to undertake any other paid work during periods of approved personal / carers leave without approval by the Company.

Carers Leave

Casual Musician

A casual Musician is entitled to access up to **2 days unpaid** Carers Leave.

In the event a casual Musician applies for unpaid Carers Leave they are required to provide the Company with notice and appropriate evidence for any period of Carers Leave.

Contract Musician

A contract Musician is entitled to access up to **27 calls of paid** Carers Leave per annum or less on a pro rata basis where the contract is for a period of less than 1 year in duration.

A contract Musician who has accessed **27 calls of paid Carers leave** in 1 year (or pro rata for less than 1 year) may access up to an additional **2 days unpaid** Carers leave.

In the event a contract Musician applies for paid or unpaid Carers leave the Musician is required to provide the Company with notice and appropriate evidence for any period of Carers Leave in excess of 2 consecutive days or more than a total of 5 days in any year.

Permanent Musician

A permanent Musician is entitled to access up to **27 calls of paid Carers Leave** per annum or less on a pro rata basis where the permanent Musicians is engaged on a reduced work basis.

A permanent Musician who has accessed **27 calls of their paid Carers leave** in 1 year (or pro rata for less than a year) may access an additional **2 days unpaid** Carers Leave.

In the event a permanent Musician applies for paid Carers Leave the Musician is required to provide the Company notice and appropriate evidence for any period of Carers Leave in excess of 2 consecutive days or a total of 5 days in any year.

Personal Leave

Casual Musician

A casual Musician is not entitled to paid Personal Leave. A casual Musician is entitled to access **up to 2 days unpaid Personal Leave** when they are sick or injured.

In the event a casual Musician applies for unpaid Personal Leave they are required to provide the Company with notice and a medical certificate for any period of Personal Leave.

Contract Musician

A contract Musician is entitled to access up to **27 calls of paid Personal Leave** per annum or pro rata for engagements less than a year in duration, when they are sick or injured.

A contract Musician who has accessed **27 calls** paid Personal Leave in 1 year (or pro rata for less than a year) may access up to an additional **2 days unpaid** Personal Leave for personal illness or injury

In the event a contract Musician applies for paid or unpaid Personal Leave the Musician is required to provide the Company with notice and a medical certificate for any period of Personal Leave in excess of 2 consecutive days or more than a total of 5 days in any year.

Permanent Musicians

A permanent Musician is entitled to access paid Personal Leave for their personal illness or injury.

In the event a permanent Musician applies for paid Personal Leave the Musician is required to provide the Company with notice and a medical certificate for any period of Personal leave in excess of 2 consecutive days or a total of 5 days in any year.

In cases of frequent or long-term illness the provision of paid Personal Leave will be assessed by the Company and the Management Committee. In such cases the Company has the discretion to refer a Musician for further independent medical assessment at the Company's expense.

Where a permanent Musician is unable to return to work after 3 months due to personal illness or injury, the Company may enquire whether the Musician holds income protection insurance and may encourage the Musician to claim sickness benefits from their income protection insurance. The Company acknowledges that it is not a requirement of employment with the Orchestra for a Musician to acquire income protection insurance.

Call Count Attribution for Personal/ Carers Leave

Contract Musicians

A contract Musician's Personal/ Carers Leave may or may not be attributed to that Musician's annual call count in certain circumstances.

A contract Musician's Personal/Carers Leave up to 27 calls or pro rata (provided they have a medical certificate) shall be attributed to that Musician's annual call count, based on their rostered calls for the period. The maximum number of calls in any week of Personal Leave (with a medical certificate) is 10 calls.

A contract Musician's Personal/Carers Leave (without a medical certificate) in excess of 5 days per year or 2 consecutive days will not be attributed to the permanent Musician's annual call count.

Permanent Musician

A permanent Musician's Personal/Carers Leave may or may not be attributed to that Musician's annual call count in certain circumstances.

A permanent Musician's Personal/ Carers Leave (provided they have a medical certificate) shall be attributed to that Musician's annual call count, based on their rostered calls for the period. The maximum number of calls in any week of Personal Leave (with a medical certificate) is 10 calls.

A permanent Musician's Personal/Carers Leave (without a medical certificate) in excess of 5 days per year or 2 consecutive days will not be attributed to the permanent Musician's annual call count.

J8. Special leave

Where special circumstances arise, the Chief Executive Officer may offer a Musician paid or unpaid special leave. The Company shall consult with the Management Committee in relation to any special leave proposals. The granting of special leave is solely at the discretion of the Chief Executive Officer.

Special leave will be attributed to the Call Count at the rate of 7 calls per week. Where a musician is granted a period of special leave less than a week in duration, the number of rostered calls during the period of absence up to a maximum of 7 calls per week, are attributed to the call count.

PART K – Professional Development

K1. Training

The Company and Musicians are committed to working together in the interests of the Orchestra. The Company agrees to support the Musicians in training initiatives to encourage collaboration.

K2. Study Leave

A permanent Musician with more than 2 years' service may request Study Leave.

Any request for Study Leave shall be considered by the Artistic Committee, approved by the Chief Executive Officer and take into account of the following:

- Full details of studies and the general merit of the proposal;
- The number of other requests for Study Leave in the same year;
- Other Musicians in the section who may be on leave at that time;
- Availability of suitable replacement Musicians; and/or
- Any recommendations of the Chief Conductor & Artistic Director.

A Musician whose request for Study Leave is approved by the Company is entitled up to 3 weeks leave at full pay.

The Company may agree to further paid leave in the context of Career Opportunities.

Generally, a Musician who has taken paid Study Leave shall not be eligible for further paid Study Leave during the next 3 years.

Study Leave will be attributed to the Call Count at the rate of 7 calls per week. Where a musician is granted a period of study leave less than a week in duration, the number of rostered calls during the period of absence up to a maximum of 7 calls per week, are attributed to the call count.

K3. Sabbatical Leave

To maintain the highest artistic standards in the Orchestra the Parties to this Agreement are committed to offering Sabbatical Leave to permanent Musicians, to be taken solely for the purpose of musical study, research, private practice, or for solo or chamber music appearances.

A permanent Musician is eligible to apply for Sabbatical Leave after completing 10 years of service and there after every 7 years.

All applications for Sabbatical Leave must be submitted to the Director of Orchestra Management no later than 30 June of the preceding year in which the proposed sabbatical is to take place.

Sabbatical Leave comprises of the following periods of leave:

- 52 weeks paid at 50% of the Musicians salary and entitlements for the period; or
- 26 weeks paid at 66.6% of the Musician's salary and entitlements for the period; or
- 13 weeks paid at 75% of the Musician's salary and entitlements for the period.

Sabbatical leave is subject to the following conditions:

- The applicant must sign a declaration guaranteeing their return to the Orchestra following the Sabbatical Leave; and
- The applicant agrees not to accept any continuous employment with another symphony orchestra or educational institution during the period of Sabbatical Leave.

No more than 3 Musicians shall be granted Sabbatical Leave in one year.

The Artistic Committee in conjunction with the Chief Executive Officer will select candidates for approved Sabbatical Leave based on the merit of the applications received. The Chief Executive Officer has the final authority to approve Sabbatical Leave for successful musician applicants.

Issues for consideration by the Chief Executive Officer and the Artistic Committee include the following:

- Number of years' service of the applicant in the Orchestra;
- The Applicant's personal attendance record (previous periods of leave taken);
- The purpose of each Sabbatical Leave application; and
- The feasibility and/or necessity of replacement of the applicant notwithstanding the size of the applicant's section.

By 31 July each year the Artistic Committee shall notify each applicant in writing as to whether they were successful and if not, why not. Upon being informed of a successful grant application a Musician has 14 days to notify the Company as to whether they will take the leave or not. If the Musician elects not to take Sabbatical Leave the Artistic Committee and the Chief Executive Officer may offer Sabbatical Leave to another Musician.

Periods of sabbatical leave will be attributed to the Call Count at the rate of 7 calls per week.

Where a principal Musician is successful in applying for Sabbatical Leave, the associate or assistant principal of the section may be invited to act as principal during the period of leave and that Musician shall be remunerated accordingly.

Where associate or assistant principal or other members of the section refuse an invitation to act as a Principal for the period of the Principal's leave, every effort will be made by the successful principal applicant and the Company to find a suitable replacement.

The Director of Orchestra Management and the Management Committee will consider the necessity of temporarily replacing Musicians who are granted sabbatical leave.

K4. Career Opportunities

The Parties to this Agreement recognise that some permanent Musicians may wish to plan and prepare themselves for a working life after their career in the Orchestra.

The Company encourages all permanent Musicians to meet and discuss career opportunities with the Company at any time during their career with the Orchestra.

The Company will offer support and assistance to our permanent Musicians transitioning into new careers or those seeking to establish or expand their own businesses.

Support offered by the Company to an individual permanent Musician will be agreed between the Company and the Musician and may include the following:

- **Career Assessment & Guidance:** by an independent expert to assist the Musician in identifying possible career options based on assessment of the Musician's skills, abilities & interests in the context of projected growth industries and future viable roles; and/or
- **Development of a Business Plan:** by an independent expert to determine the viability of a future business or the enhancement of a current successful business through the development of a recognised business structure; and/or
- **Reduced workload:** to pursue further studies, training or work experience or extend an existing business or to establish a new business; and/or

- **Financial Contribution:** towards tuition fees and/or course materials for bona fide vocational training, apprenticeship training or tertiary qualifications by established and accredited institutions; and/or
- **Work experience or placement:** within the Company, our Sponsors, other networks or as arranged by the Musician in an appropriate organisation; and/or
- **Other Agreed Arrangements:** between the permanent Musician and the Company.

PART L – Workplace Health & Safety

L1. Health & Wellbeing Program

The Company recognises that symphony orchestra work is physically and emotionally demanding as an occupation. The Company also recognises the Musicians of the Orchestra undertake the challenges of a state and international touring schedule.

The Parties to this Agreement recognise that the health challenges facing symphony orchestra musicians throughout their working lives are well researched and documented in Australia and elsewhere. The Company is committed to working with our Musicians to introduce and support initiatives to encourage our Musicians to improve their health, prevent work related injuries and illnesses and to better manage their injuries or illnesses.

The Musicians acknowledge the importance of improving and maintaining their health and wellbeing, so they can undertake the requirements of their roles with the Orchestra and limit negative impacts on their careers as a result of illness or injury.

The Company is adopting a broad multidisciplinary fitness and health approach in its Health and Wellbeing Program by engaging fitness and medical experts to offer services to our Musicians on site and during our international tours.

L2. Workplace Health & Safety

The Company aims to ensure, as far as reasonably practicable, the health and safety of persons engaged in its business and our undertakings at work.

The Company recognises it holds a primary duty of care under the Work Health & Safety Act 2011 to ensure that as far as reasonably practicable, that its musicians are not exposed to health and safety risks arising from their work or at their workplace.

Each Musician recognises he/she has a duty to take reasonable care of their own health and safety and to ensure they do not adversely affect the health and safety of other persons at the workplace.

The *Sydney Symphony Orchestra Safety Management System* sets out duties of care to be taken by its management, board members, Musicians, staff, contractors, interns, students and volunteers. To effectively manage the variety and number of work environments and facilities in which we work the Sydney Symphony Orchestra Safety Management System includes health and safety requirements devised for its key venues as well as references to relevant legislation and Australian codes of practice.

The Sydney Symphony Orchestra Safety Management System is under continuous review in accordance with legislative and better practice requirements. A copy of the Sydney Symphony Orchestra Safety Management System Induction Booklet is distributed to each Musician of the Orchestra.

The Sydney Symphony Orchestra Workplace Health and Safety Committee, including elected Musicians of the Orchestra, meet regularly to oversee Workplace Health and Safety responsibilities for the Company and the Orchestra.

L3. Workplace Injury & Illness Program

A Musician who is injured at work or who becomes ill as a result of being at work is required to notify the Company as soon as possible but within 48 hours of the injury or illness.

The Company is required to notify its insurer of each work injury/ illness as soon as possible but within 7 days.

The Sydney Symphony Orchestra Workplace Injury and Illness Program aims to provide an effective and efficient process to deal with and assist in managing our Musicians' workplace injuries and illnesses.

Workers Compensation provides protection for our Musicians and for the Company in the event of a workplace injury or illness. Workers Compensation legislation in New South Wales sets out the legal obligations and requirements for the Company and its Musicians.

The Company will liaise with an injured/ ill Musician, the Insurer, the Musician's treating doctor, (and where relevant) a rehabilitation provider, during the period the Musician is in receipt of workers compensation. The Company will also liaise with the Musician in the immediate period following a period of workers compensation to support them in their return to work.

The Insurer will assist in developing and approving a return to work plan for an injured/ ill Musician and arrange payment for approved treatment and lost time in accordance with legislative requirements, unless a claim for workers compensation is disputed or denied.

The Company will review the injured/ ill Musician's return to work plan on a regular basis and monitor the progress of the Musician's treatment and recovery. The Company will also communicate the status of an injured/ill Musicians progress to relevant persons in the Company and the Orchestra on a need's basis.

Where an injured/ ill Musician has recovered from a workplace injury or illness, the Musician is required to provide the Company with a WorkCover medical certificate from their treating doctor establishing that the Musician is fit to return to their pre-injury duties on a specific date. The Musician will liaise with the Company and keep it informed of the progress of their return to pre-injury duties.

L4. Workers Compensation- Make – up Pay

A Musician entitled to workers compensation in accordance with New South Wales workers compensation legislation will have the amount of compensation payable increased by the Company to the level of the Musician's normal weekly earnings. This additional payment is known as make up pay. The Musician shall be eligible for up to 35 weeks make up pay for each compensable injury.

Where a Musician is in receipt of workers compensation payments for lost time from work and those payments are less than the Musician's weekly ordinary rate of pay, the Company may enquire whether the Musician holds income protection insurance and may encourage the Musician to claim the make -up pay from their income protection insurance. The Company acknowledges that it is not a requirement of employment with the Orchestra to take out income protection insurance.

In the event a Musician's injury or illness continues beyond 35 weeks the Chief Executive Officer at their discretion, on a case by case basis, may agree to pay the Musician make up pay for a period longer than 35 weeks. The Chief Executive Officer in considering a request for additional Make-up pay will consider the Musician's medical assessment, in particular the Musician's return to work plan and whether or not the Musician is participating fully in their recovery.

L5. Venues

The Company will use its best endeavours to ensure that all performance and rehearsal venues contain suitable washroom facilities, secure areas for clothing and instruments and suitable ventilation and heating in dressing rooms.

The Company shall transport the harps, timpani and percussion, contrabassoon, cellos, double basses, tuba and other bulky instruments between venues when required for work.

The Company will undertake risk assessments of its venues for the purpose of workplace health and safety.

PART M – Dispute Prevention and Resolution

M1. Grievance Handling

The parties are committed to effective resolution at the workplace level of individual workplace grievances.

In the event a Musician has an individual grievance with another person at work they will try to resolve the grievance with that person in first instance.

If the grievance is not resolved in first instance a Musician (and/or the Musician's representative) will discuss the issue with the Director of Orchestra Management.

The Director of Orchestra Management will consider the issues carefully, sensitively and where appropriate, in confidence and together with the Musician (and/or a Musician representative) try to resolve the grievance.

If the Director of Orchestra Management is unable to resolve the grievance or it is not appropriate that that person deals with the grievance, the matter is referred to the In-house Counsel, People and Culture to resolve the grievance through mediation.

Where the grievance is not resolved through mediation or the matter is not appropriate for resolution through mediation, the In-house Counsel and/or the Director of Orchestra Management will inform the Chief Executive Officer and the Management Committee of the grievance.

Where appropriate the Chief Executive Officer will discuss the grievance with the Management Committee.

The Chief Executive Officer will seek to resolve the grievance matter and inform the Musician (and/or Musician representative) of their decision.

If a Musician informs the Company of a grievance with another person at the workplace and that grievance concerns matters which are illegal and/or threaten the reputation of the Company or the Orchestra, the Company may inform the appropriate authority of those issues.

M2. Disciplinary Action

The parties agree to a transparent disciplinary process for managing non-playing poor or serious misconduct by a Musician(s) at the workplace.

Poor conduct is when a Musician is behaving in an inappropriate way at work.

Serious misconduct is when a Musician causes serious damage and /or imminent risk to the health and safety of another person or to the reputation of the Company and/or the Orchestra or deliberately behaves in a way that is inconsistent with continuing their employment.

Poor Conduct

Where a Musician exhibits poor conduct, the Company will arrange to meet with the Musician and their representative to discuss the alleged poor conduct.

At the meeting the Company will inform the Musician (and/or their representative) what the concerns are. The Musician is encouraged to respond to the Company's concerns at the Meeting.

At the first meeting the Company may outline reasonable steps for improvement to be undertaken by the Musician.

The Company will document the meeting and outcomes including the consequences of the Musician not taking reasonable steps for improvement. The Musician is entitled to respond in writing to the Company's documentation. The Musician's written response will form part of the Company record.

The Company will arrange a follow up meeting with the Musician (and/or their representative) to consider and discuss the Musician's conduct and whether or not there is progress towards improvement in the Musician's conduct.

In the event the Company considers the Musician has either not improved to the degree necessary or at all since the first disciplinary meeting, the Company will recommend a course of action to the Chief Executive Officer.

The Chief Executive Officer will discuss the matter with the Management Committee and inform the Musician (and/or their representative) and the Management Committee of their decision in relation to the disciplinary action.

Serious Misconduct

Where an allegation of serious misconduct is made against a Musician the Chief Executive Officer will arrange for the allegation to be investigated.

If the allegation of serious misconduct concerns matters which are illegal and/or threaten the reputation of the Company or the Orchestra, the Chief Executive Officer may inform the appropriate authority of those issues and may refer the matter to the appropriate authority for investigation and/or action.

The Chief Executive Officer may decide to terminate the Musician's employment without notice for serious misconduct. The Chief Executive Officer will inform the Management Committee of their decision.

M3. Dispute Resolution

The parties are committed to the efficient resolution of employment-related disputes.

If an employment related dispute relates to issues concerning a matter arising under this Agreement or one of the National Employment Standards this procedure will be followed to settle the dispute.

A Musician(s) is entitled to be represented in a dispute resolution procedure.

- Step 1. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Musician(s) and the Company.
- Step 2. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Chief Executive Officer and the Management Committee for resolution.
- Step 3. If the dispute is not resolved by the parties being involved in the previous steps, either or both parties may refer the matter to the Fair Work Commission for resolution.

- Step 4. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- Step 5. If the Fair Work Commission is unable to resolve the dispute at the first stage the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties.

If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating may be appealed against consistent with the provisions the Act.

During the dispute resolution procedure while the parties are trying to resolve the dispute:

- A Musician(s) must continue to perform their work as normal unless there is a reasonable concern about an imminent risk to their health or safety; and
- A Musician(s) must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless the work is not safe; or
- Applicable Workplace Health and Safety Legislation would not permit the work to be performed; or
- The work is not appropriate for the employee to perform; or
- There are other reasonable grounds for the Musician(s) to refuse to comply with the direction.

Part N – Formal Performance Reviews

N1. Individual Performance Feedback

A structured individual performance feedback process for a period of up to 6 months is established when it is identified that an individual permanent Musician consistently demonstrates specific performance issues that adversely affect the performance of their section or the Orchestra as a whole.

The responsibility for initiating the individual performance feedback process for a section Musician rests with the relevant Section Principal(s).

The responsibility for initiating the individual performance feedback process for a Principal Musician rests with the Concertmaster(s).

Concerns about an individual permanent Musician's specific performance issues may be brought to the attention of the Section Principal(s) or a Concertmaster by another Musician(s) of the Orchestra or by a member(s) of the Artistic Committee.

The following sets out the individual performance feedback process for section Musicians and for section Principals.

N2. Individual Performance Feedback Process for Section Musicians

In the event a section Principal(s) has concerns and/or has received concerns about an individual Musician's specific performance issues, the Section Principal(s) will inform each section Musician individually that they are considering initiating an individual performance review process.

The section Principal(s) shall canvass the views of the Musicians of the section and if similar views are held by a majority of the Musicians of the section (excluding the Musician(s) in question), the Principal(s) will decide to initiate the process and inform the Director of Orchestra Management that he/she intends to commence the process.

The Section Principal(s) and the Director of Orchestra Management shall inform the Musician(s) of the decision to initiate an individual performance feedback process. The Section Principal(s) and the Director of Orchestra Management shall encourage the Musician to invite a support person to the meeting to commence the process and other meetings during the period of the individual performance feedback process.

The Section Principal(s) and the Director of Orchestra Management shall also inform the SSOMA President, the Chief Executive Officer and the Chief Conductor and Artistic Director of the decision to initiate an individual performance feedback process in relation to the Musician.

The Director of Orchestra Management will arrange a meeting with the relevant Musician (and their support person), the section Principal(s) and the SSOMA President to commence the individual performance feedback process. At that meeting the section Principal(s) will inform the Musician of the identified specific performance issue(s) of concern together with expectations of the required performance standards. The Section Principal(s) will develop a plan outlining the specific performance issues and ways in which the Musician may address those issues and how he/she may work towards the end goal of resolving the specific performance issues identified and discussed. The plan shall include a schedule of no more than 6 months (excluding periods of approved leave). The Director of Orchestra Management shall document the plan and distribute a copy of the plan to the Musician and those present at the meeting.

The issues discussed at this and other process meeting(s) are private and confidential unless the Musician and/or the support person breach confidentiality. For the purpose of this clause discussions between the Musician and support person, union representative or lawyer are not considered breaches of confidentiality.

The Director of Orchestra Management shall record minutes at all individual performance feedback process meetings and distribute a copy of those minutes to the Musician and those present at the meetings and file the minutes accordingly.

During the period of the individual performance feedback process the Musician will receive regular feedback from the Section Principal(s) to an agreed schedule.

It is expected that this regular individual performance feedback process provides the Musician time and guidance to improve to the required performance standard. During the course of the performance review period the Musician may request a period of absence from the Orchestra to seek assistance, undertake training or practice.

In the event the Musician is absent on approved leave for a period of 1 week or more, the individual performance review process will be suspended for any such period of approved leave of absence.

At the conclusion of the individual performance feedback process the section Principal(s) shall be either satisfied that:

- The issue(s) are resolved; or
- That significant progress is being made towards resolution; or
- Will determine that the issue(s) have not been resolved (and/or is unlikely to be resolved).

If the Section Principal(s) determines that the specific performance issue(s) are not resolved, they shall inform the Director of Orchestra Management and the SSOMA President. The Director of Orchestra Management and relevant section Principal(s) will solicit views from the section's other Musicians (on an individual basis), the Concertmasters, relevant other Principals (i.e. Woodwind/Brass/Strings) and the Chief Conductor and Artistic Director. If any of these positions are vacant at the time the post is excluded from the process.

The Director of Orchestra Management and Section Principal(s) will present the feedback collected to the Musician concerned, the SSOMA President, the Artistic Committee and the Chief Executive Officer.

The section Principal(s) will inform the Artistic Committee and the Chief Executive Officer of his/her conclusions about the Musician at the end of the individual performance feedback process.

The Chief Executive Officer will review the feedback and, if he/she considers it appropriate:

- Where the Concertmaster(s) is satisfied the Principal Musician's issue(s) are resolved, declare the process is concluded;
- Where the Concertmaster(s) has identified significant progress towards resolution, propose the Concertmaster(s) extend the process for a period of up to 3 months; or
- On recommendation from the Concertmaster(s) and the Artistic Committee initiate a Loss of Proficiency process.

In the event the Chief Executive Officer declares the process finished in accordance with the clause above the Musician cannot be required to undergo a further individual performance review process for a period of 2 years from the conclusion of the process.

At any time during an individual performance review process a Musician may enter into discussions with the Company to discuss options to either:

- Develop a formal alternate career path plan; or
- Leave the Orchestra.

If a Musician decides to withdraw from the individual performance feedback process the Musician recognises, they will not be eligible to lay claim to their position in the Orchestra.

Any negotiation between the Musician and the Company in respect of the Musician leaving the Orchestra, may include a period of time where the Musician is not required to attend work or engage in any Company business. During this period the Musician will receive their ordinary salary.

N3. Individual Performance Feedback Process for Principal Musicians

If a Concertmaster(s) has concerns and/or received concerns about an individual Principal's musician's specific performance issues they will inform each section Principal individually that they are considering initiating an individual performance review process.

The Concertmaster(s) shall canvass the views of the section Principals and if similar views are held by a majority of the section Principals (excluding the Principal(s) in question), the Concertmaster will decide to initiate the process and inform the Director of Orchestra Management that he/she intends to commence the process.

The Concertmaster(s) and the Director of Orchestra Management shall inform the Principal Musician(s) of the decision to initiate an individual performance feedback process. The Concertmaster(s) and the Director of Orchestra Management shall encourage the Principal Musician to invite a support person to the meeting to commence the process and other meetings during the period of the individual feedback process.

The Concertmaster(s) and the Director of Orchestra Management shall also inform the SSOMA President, the Chief Executive Officer and the Chief Conductor and Artistic Director of the decision to initiate an individual performance feedback process in relation to the Principal Musician.

The Director of Orchestra Management will arrange a meeting with the relevant Principal Musician (and their support person), the Concertmaster(s) and the SSOMA President to commence the individual performance feedback process. At that meeting the Concertmaster(s) will inform the Principal Musician of the identified specific performance issue(s) of concern together with expectations of the required performance standards. The Concertmaster(s) will develop a plan outlining the specific performance issues and ways in which the Principal Musician may address those issues and how he/she may work towards the end goal of resolving the specific performance issues identified and discussed. The plan shall include a schedule of no more than 6 months (excluding periods of leave). The Director of Orchestra Management shall document the plan and distribute a copy of the plan to the Principal Musician and those present at the meeting.

The issues discussed at this and other process meeting(s) are private and confidential unless the Principal Musician and/or their support person breach confidentiality. For the purpose of this clause discussions between the Principal Musician and support person, union representative or lawyer are not considered as breaches of confidentiality.

The Director of Orchestra Management shall record minutes at all the individual performance feedback meetings and distribute a copy of those minutes to the Principal Musician and those present at the meetings and file the minutes accordingly.

During the period of the individual performance feedback process the Principal Musician will receive regular feedback from the Concertmaster(s) to an agreed schedule.

It is expected that this regular individual performance feedback process provides the Principal Musician time and guidance to improve to the required performance standard. During the course of the review period the Principal Musician may request a period of absence from the Orchestra to seek assistance, undertake training or practice.

In the event the Principal Musician is absent on approved leave for a period of 1 week or more, the individual performance feedback process will be suspended for any such period of approved leave of absence.

At the conclusion of the individual performance review process the Concertmaster(s) shall be either satisfied that Principal Musician's performance issue(s) are:

- Resolved, or that significant progress is being made towards resolution, or
- Determine that the issue(s) have not been resolved (or/and is unlikely to be resolved).

If the Concertmaster(s) determine that the issue(s) are not resolved, he/she shall inform the Director of Orchestra Management and the SSOMA President. The Director of Orchestra Management and Concertmaster(s) will solicit views from the section's other Musicians (on an individual basis) and other relevant Principal Musicians (i.e. Woodwind/Brass/Strings) and the Chief Conductor and Artistic Director. If any of these positions are vacant at the time the post is excluded from the process.

The Director of Orchestra Management and Concertmaster(s) will present the feedback collected to the Principal Musician concerned, the SSOMA President, the Artistic Committee and the Chief Executive Officer.

The Chief Executive Officer will review the feedback and, if they consider it appropriate:

- Where the Concertmaster(s) is satisfied the Principal Musician's issue(s) are resolved, declare the process is concluded;
- Where the Concertmaster(s) has identified significant progress towards resolution, propose the Concertmaster(s) extend the process for a period of up to 3 months; or
- On recommendation from the Concertmaster(s) and the Artistic Committee initiate a Loss of Proficiency process.

In the event the Chief Executive Officer ceases the process in accordance with the clause above the Principal Musician cannot be required to undergo a further individual performance review process for a period of 2 years from the conclusion of the process.

At any time during an individual performance review process a principal Musician may enter into discussions with the Company to discuss options to either:

- Develop a formal alternate career path plan; or
- Leave the Orchestra.

If a principal Musician decides to withdraw from the individual performance feedback process the Musician recognises, they will not be eligible to lay claim to their position in the Orchestra.

Any negotiation between the principal Musician and the Company in respect of the principal Musician leaving the Orchestra, may include a period of time where the principal Musician is not

required to attend work or engage in any Company business. During this period the principal Musician will receive their ordinary salary.

N4. Alternate Career Path Plan

If a Permanent Musician chooses to enter into an Individual Career Path Plan with the Company as an alternative to proceeding with the individual performance feedback process, the individual performance feedback process shall cease.

An individual career path plan is developed and agreed between the Musician and the Company. The plan identifies the career direction the Musician wishes to pursue and the nature of the support to be provided to the Musician by the Company. Subject to the Company's discretion the Company may decide to meet some or all the costs associated with a Musician's individual career plan.

The Musician's Individual Career Path Plan shall be monitored and reviewed regularly by the Company to ensure its ongoing suitability. The Musician and the Company may agree to vary an Individual Career Path Plan as required.

Ideally the Musician's Individual Career Path Plan activities will be undertaken by the permanent Musician over a 6-month period and may include a period where the Musician is not required to perform with the Orchestra.

Upon entering into an Individual Career Path Plan the Musician recognises that they will not be eligible to lay claim to their position in the Orchestra.

N5. Loss of Proficiency

Loss of proficiency is defined as follows:

- An unacceptable decline in the playing ability and overall performance standard by a Musician over an extended period of time (generally not less than 6 months) or;
- A consistently unacceptable musical or technical contribution in rehearsal and performance of a Musician over an extended period of time (generally not less than 6 months).

A loss of proficiency process will only commence after the conclusion of an Individual Performance Feedback Process.

Where the Chief Executive Officer decides to initiate a loss of proficiency process, following an individual performance feedback process, they will meet with the Artistic Committee (and relevant Principal/s of the section where appropriate) and provide an explanation of why they intend to initiate a loss of proficiency process.

In response to the Chief Executive Officer's decision and explanation the members of the Artistic Committee shall determine whether or not a Musician displays a loss of proficiency. The Artistic Committee will hold a secret ballot with each member of the Committee voting. A minimum of 6 votes are required to determine a Musician displays a loss of proficiency or a minimum of 5 votes in the event the Musician participating in the Loss of proficiency process is also a member of the Artistic Committee.

In the event the secret ballot of the Artistic Committee returns a determination that the Musician does display a loss of proficiency the loss of proficiency process shall proceed.

A loss of proficiency process will not commence or if commenced will cease in the following circumstances:

- Where the Musician is suffering from an illness or injury in which case retirement from the Orchestra on medical grounds may be agreed between the Musician and the Company; or
- Where the Musician indicates an intention for voluntary retirement within 1 year and the Musician and the Company reach agreement on the Musician's transition into retirement; or
- Where the Musician resigns; or
- For another reason as agreed between the Musician and the Company on a case by case basis.

Within 4 days of the Artistic Committee voting to support the Chief Executive Officer's decision to commence a loss of proficiency process, the Chief Executive Officer will invite the Musician to a meeting to inform them that a decision has been made to commence a loss of proficiency process. The Musician is encouraged to invite a support person to the meeting. The Chief Executive Officer shall invite the Director of Orchestra Management to take minutes at the meeting.

At the meeting the Chief Executive Officer shall inform the Musician of the decision to commence a loss of proficiency process and the reasons why it is considered that the Musician is displaying loss of proficiency. The Chief Executive Officer will also inform the Musician that they will be required to participate in a performance assessment by the Artistic Committee for a period of not less than 6 months.

After the meeting the Chief Executive Officer will ensure the Director of Orchestra Management shall provide a copy of the minutes from the meeting to the Musician as well as the members of the Artistic Committee, the Chief Conductor and Artistic Director, the Director of Artistic Planning, and the In-house Counsel, People and Culture.

The Musician may respond in writing or in person to the Artistic Committee and/or the Managing Director after being informed they will be required to participate in a Loss of proficiency process. Any response by the Musician will be considered by the Chief Executive Officer, members of the Artistic Committee and the Chief Conductor and Artistic Director.

N6. Individual Review Process for a Musician for Loss of Proficiency

After the Musician has received a copy of the Minutes of the meeting with the Chief Executive Officer informing them of the decision to commence a loss of proficiency process, members of the Artistic Committee will meet to discuss how the Committee will assess the Musician's performance over a period not less than 6 months (or such other period as may be mutually agreed).

The Artistic Committee will also determine how they will consult with the Principal(s) of the relevant section or other members of the Orchestra, where appropriate.

During the period of the loss of proficiency process for an individual Musician, the Artistic Committee will be responsible for assessing the Musician's performance standard issues. The Artistic Committee may consult principal Musicians of the relevant section or other members of the Orchestra where appropriate.

The Artistic Committee will develop a plan including a schedule of not less than 6 months (excluding periods of approved leave) and documented by the Director of Orchestra Management. The plan will include the following:

- How the Committee will provide performance feedback to the Musician in a sensitive non-public manner;

- The nature of the performance feedback to the Musician, ensuring the feedback is substantiated, reasonably specific and contains specific suggestions or advice to assist the Musician to rectify perceived problems or issues; and
- Timeframes for ensuring regular feedback to the Musician to an agreed schedule.

During the period of the loss of proficiency process it will be the responsibility of the Director of Orchestra Management, SSOMA President and one of the Concertmasters to inform the Musician of the Artistic Committee's assessment and feedback of the Musician's performance.

The Director of Orchestra Management will document the Artistic Committee's performance feedback and distribute copies to the Musician, members of the Artistic Committee and relevant section Principals where applicable.

During the course of participating in a loss of proficiency process the Musician may at any time request appropriate professional and independent counselling at the Company's expense.

During the course of participating in a loss of proficiency process the Musician may request a performance, based on standard audition repertoire before the Artistic Committee and the Chief Conductor & Artistic Director. The Artistic Committee and the Chief Conductor & Artistic Director may agree to a request for an audition and they are entitled to invite other Musicians of the Orchestra to attend the audition to provide them with feedback on the Musician's performance standards.

At the conclusion of loss of proficiency process the Artistic Committee will reconvene at a meeting to consider the Musician's performance standards. The members of the Artistic Committee will discuss the Musician's participation in the loss of proficiency process and any feedback from the Principals of the relevant section and other members of the Orchestra where appropriate.

The members of the Artistic Committee will determine by secret ballot whether they consider the Musician continues to display a loss of proficiency. A minimum of 6 votes is required for the Artistic Committee to return a decision that the Musician does continue to display a loss of proficiency or a minimum of 5 votes in the event that the Musician participating in the Loss of Proficiency process is also a member of the Artistic Committee. In that event the Artistic Committee will inform the Chief Executive Officer and recommend he/she terminates the Musician's employment with the Orchestra.

The Chief Executive Officer may accept the recommendation of the Artistic Committee to terminate the employment of the Musician and shall inform the Chief Conductor and Artistic Director of his/her decision. The Chief Executive Officer will also inform the Musician at the conclusion of the loss of proficiency process whether or not the Musician's employment has been terminated due to loss of proficiency.

In the event a Musician's employment is terminated at the conclusion of a period of loss of proficiency process, the Musician is entitled to the following termination payment:

- An amount equal to the equivalent to a notice period of 3 months; and
- A severance payment of equivalent to 4 weeks for each completed year of continuous service. The minimum severance payment shall be 12 weeks; the maximum severance payment shall be 48 weeks.

If the Musician is aged 55 years or over the Company will provide the Musician with additional (non-monetary) severance benefits.

PART O – Separation

O1. Transition to Retirement

The Company recognises that our permanent Musicians of the Orchestra may wish to plan their transition from full time work in the Orchestra to retirement. The Company seeks to ensure our Musicians' transition from the Orchestra to their retirement is undertaken with respect, dignity and celebration.

Musicians of the Orchestra aged 60 years and over are invited to discuss their pre-retirement plans with the Company.

A Musician may apply for flexible working arrangements in their pre-retirement transition period. Please refer to the Statutory Flexible Working Arrangements Clause in this Agreement to access flexible working arrangements.

O2. Redundancy

In the event the Company decides that a Musician(s) employment is to be terminated on the grounds of redundancy, the Company shall as soon as possible inform, discuss and consult with the Management Committee and the affected Musician(s).

The Company shall inform the affected Musician(s) in writing of its decision for redundancy, the reasons for its decision, and the process for carrying out the redundancy.

In the event a redundancy provides a Musician(s) with an opportunity to transfer to a lower paid position instead of their employment being terminated, the Company and the Musician shall discuss the transition to that position and their lower salary.

If a permanent Musician's employment is terminated on the ground of redundancy the Company will pay the Musician redundancy pay as follows:

Musicians period of continuous service with Company at Redundancy	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

If a permanent Musician's employment is terminated on the ground of redundancy the Company shall pay the Musician a notice period of 12 weeks for principal Musician or 6 weeks for a non-principal Musician.

If a permanent Musician's employment is terminated on the ground of redundancy and the Musician is over 45 years of age with at least 2 years continuous service with the Orchestra, the Company shall pay the Musician 1 additional weeks' notice.

The Company and the redundant Musician may agree that the Musician(s) work through their notice period or are paid in lieu of that notice period.

The Company and the redundant Musician may agree for the Musician to take time away from work during the notice period.

O3. Termination of Employment by the Company

The Company may terminate the employment of a permanent principal Musician of the Orchestra in writing with 12 weeks' notice.

The Company may terminate the employment of a permanent non- principal Musician of the Orchestra in writing with 6 weeks' notice.

In the event the Company terminates the employment of a permanent Musician and that Musician has worked continuously for the Company for no less than 2 years and is over 45 years of age, the Company will provide the Musician with 1 additional weeks' notice.

The Company agrees to provide the Musician with 1 day of paid leave to seeking other work.

The Company is entitled to terminate a permanent Musicians' employment without notice provided the Company pays the Musician in lieu of the required notice period.

The Company may terminate the employment of a contract Musician in writing with 4 weeks' notice.

The Company is entitled to terminate a contract Musician's employment without notice provided the Company pays the Musician in lieu of the required notice period.

The Company is not required to offer a casual Musician notice or payment in lieu of notice unless it breaches the notice of cancellation provisions in this Agreement.

The Company is entitled to terminate a casual, contract or permanent Musician's employment without the required notice period or the required payment in lieu of notice, where a Musician's employment is terminated for reasons of serious misconduct which justifies instant dismissal.

Serious misconduct is when a Musician causes serious damage and /or imminent risk to the health and safety of another person or to the reputation of the Company and/or the Orchestra or deliberately behaves in a way that is inconsistent with continuing their employment.

The Company will on request form the Musician provide a statement of service unless the Musician was terminated for serious misconduct.

The Company is entitled to terminate a principal Musician on trial, after 6 months from the commencement of the trial period provided the Company offers the following payment in lieu of notice:

- 12 weeks salary where Musician terminated between 6 and 9 months; or

- Payment to the end of the trial period was Musician is terminated after 9 months.

The Company is entitled to terminate a non-principal Musician on trial after 6 months from the commencement of the trial provided the Company offers the following payment in lieu of notice:

- 6 weeks salary where Musician terminated between 6 and 9 months; or
- Payment to the end of the trial period was Musician is terminated after 9 months.

O4. Termination of Employment by the Musician

A permanent principal Musician may terminate their employment with the Orchestra in writing with 12 weeks' notice to the Company.

A permanent non- principal Musician may terminate their employment with the Orchestra in writing with 6 weeks' notice to the Company.

A contract Musician may terminate their employment with in writing with 4 weeks' notice.



Appendix A. Position Descriptions



POSITION DESCRIPTION

Role **ASSOCIATE CONCERTMASTER(S) STRING MUSICIAN**
Reports to: **Concertmaster(s), Conductor**
Department: **Orchestra Management**

- *In the absence of a Concertmaster the Associate Concertmaster(s) leads the Orchestra and plays solo parts as required.*
- *An Associate Concertmaster(s) covers major solo parts and is prepared to lead the Orchestra.*
- *An Associate Concertmaster(s) consults with the Section Principals, Concertmasters and the Chief Conductor & Artistic Director and are jointly responsible for the overall performance standard of their section.*
- *An Associate Concertmaster(s) assists the Principal(s) and the Concertmaster(s) as requested in the seating of their section.*
- *An Associate Concertmaster Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally.
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities: and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Masterclasses;
- Public speaking and pre-concert talks;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **ASSISTANT CONCERTMASTER(S) STRING MUSICIAN**
Reports to: **Concertmaster(s), Conductor**
Department: **Orchestra Management**

- *An Assistant Concertmaster(s) leads their section in the absence of a Concertmaster and an Associate Concertmaster.*
- *An Assistant Concertmaster(s) cover major solo parts in anticipation of unexpected absences.*
- *An Assistant Concertmaster(s) support their fellow section leaders in their responsibilities for the overall performance standard of their section of the Strings, as requested.*
- *An Assistant Concertmaster(s) assists in the section seating roster as requested.*
- *Assistant Concertmaster Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **PRINCIPAL(S) STRING MUSICIAN**
Reports to: **Concertmaster(s), Conductor**
Department: **Orchestra Management**

- *A Principal plays on the front desk of their section when leading, is responsible for the overall performance standard of their section and plays any solo part as required by the repertoire. Where there are 2 Principals the solo parts and the leading roles in the major repertoire will be shared as evenly as possible. A Principal(s) also shares the responsibility of the overall performance standards of the strings.*
- *A Principal (s) will consult with the Chief Conductor& Artistic Director, the Concertmaster(s) and Principal(s) provide feedback to their section on a regular basis.*
- *A Principal(s) will oversee the bowings and interpretive directions for their section.*
- *The Principal(s) and the Concertmaster(s) are responsible for the seating of their section and ensure Tutti Musicians are rotated on a fair and equitable basis.*
- *A Principal(s) will oversee the distribution of parts and rostering for their section in consultation with the section rosterer. Principals are generally required to play together in programmes of 16.14.12.10.8 or more. Principal string Musicians share the leading of their section in all concerts as much as reasonably possible.*
- *A Principal Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company is required to use the instrument(s) in all performances.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances; Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Master classes;
- Public speaking and pre-concert talks;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role	<u>PRINCIPAL EMERITUS STRING MUSICIAN</u>
Reports to:	Principals, Concertmaster(s), Conductor
Department:	Orchestra Management

- *A Principal string Musician with 15 years' tenure with the Orchestra may apply to the Artistic Committee for a Principal Emeritus position.*
- *The Artistic Committee will consider any application and formulate a response, subject to whether there is a vacancy in the section, as well as the artistic and rostering needs of the section. The response shall be recommended to the Chief Executive Officer for consideration.*
- *A Principal Emeritus undertakes duties according to their agreed position in the Orchestra.*
- *A Principal Emeritus Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*
- *A Principal Emeritus is entitled to receive the same salary and duty and length of service increments as they did when undertaking their previous Principal role.*
- *A Principal Emeritus works to their previous Principal's call ceiling.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **ASSOCIATE PRINCIPAL(S) STRING MUSICIAN**
Reports to: **Principals, Concertmaster(s), Conductor**
Department: **Orchestra Management**

- *In the absence of a Principal an Associate Principal (s) leads their section and also plays solo parts as required by the repertoire.*
- *An Associate Principal (s) covers major solo parts and is prepared to lead the section.*
- *An Associate Principal(s) supports the Principal(s) in their responsibilities for the overall performance standard of their section as requested.*
- *Principal string Musician(s) share the leading of their section in all concerts as much as reasonably possible.*
- *As requested by the Principal(s) an Associate Principal contributes to the section seating roster.*
- *An Associate Principal Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musicians meetings ;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **ASSISTANT PRINCIPAL STRING MUSICIANS**
Reports to: **Principals, Concertmaster(s), Conductor**
Department: **Orchestra Management**

- *An Assistant Principal(s) plays on the 2nd or 1st desk of their relevant sections.*
- *An Assistant Principal (s) leads the section or play on the 1st desk in the absence of Principals and Associate Principals.*
- *An Assistant Principal (s) follows the Principal(s), Concertmaster (s) and Conductor in their performance directions and assists them to translate these directions to the section in an effective manner.*
- *Assistant Principal (s) supports Section Principals in their responsibilities for the overall performance standard of their section, as requested.*
- *An Assistant Principal (s) supports the Section Principals in contributing to the section seating, respite and relief roster as required.*
- *Assistant Principal string Musician(s) share the leading of their section in all concerts as much as reasonably possible within the context of fair and equitable rostering.*
- *An Associate Principal Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role TUTTI STRING MUSICIAN
Reports to: Section Principals, Concertmaster, Conductor
Department: Orchestra Management

- *A Tutti Musician follows the performance directions of the Principal(s), Concertmaster (s) and Conductor (s).*
- *A Tutti Musician is only required to play in their relevant section, rostered on a fair and equitable rotation system, in any seat indicated by the principles or rosterers but may only play in the first desk, if agreed.*
- *A Tutti Musician is required to play their particular Instrument in their relevant section and their instrument must be of a professional quality standard. Musicians provided with an instrument(s) by the Company are required to use the instrument(s) in all performances.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role PRINCIPAL HARP MUSICIAN
Reports to: Concertmaster(s), Conductor
Department: Orchestra Management

- *The Principal shall play all parts and is responsible for the overall performance standard of contract or casual harpists.*
- *The Principal will oversee the distribution of parts and rostering of additional players as required.*
- *The Principal will consult with the Chief Conductor & Artistic Director and the Concertmaster(s).*
- *The Principal Musician's instrument(s) must be of a professional quality standard. The Principal Musician is provided with instrument(s) by the Company. The Principal Musician will determine which instrument to use in performances as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musician meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities: and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Masterclasses;
- Public speaking and pre-concert talks;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **PRINCIPAL WOODWIND & BRASS MUSICIAN**
Reports to: **Concertmaster(s), Conductor**
Department: **Orchestra Management**

- *A Principal shall lead the section, is responsible for the overall performance standard of their section and plays any solo part as required by the repertoire.*
- *Where there are 2 Principals the principal parts of the major repertoire will be shared as evenly as possible.*
- *A Principal will consult with the Chief Conductor & Artistic Director, the Concertmaster(s) and Principals of their group and provide feedback to their section on a regular basis.*
- *A Principal will oversee the distribution of parts and rostering in their section.*
- *Principal Horns are required to play down the line with an instrumentation of 6 or more horns.*
- *A Principal Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Masterclasses;
- Public speaking & pre-concert talks;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role ASSOCIATE PRINCIPAL(S) & OTHER PRINCIPAL(S) - WOODWIND & BRASS MUSICIANS
Reports to: Principal(s), Concertmaster(s), Conductor
Department: Orchestra Management

- *An Associate Principal is jointly responsible with the Principal(s) for the overall performance standard of their section.*
- *An Associate Principal is consulted on the distribution of parts in the section.*
- *An Associate Principal shall play in any position in the section.*
- *An Associate Principal is guaranteed the right to perform a reasonable number of principal parts each season, including a reasonable number of principal parts in the main subscription concert series. These parts will be assigned to the Associate Principal during the joint rostering discussions of the section.*
- *A Principal piccolo, bass clarinet, contrabassoon or cor anglais will play 3rd & 4th flute, clarinet, bassoon or oboe in the event they are not otherwise playing the relevant principal part or any doubling part in that program unless otherwise agreed.*
- *A Principal piccolo, bass clarinet, contrabassoon or cor anglais may also play 2nd or 1st flute, clarinet, bassoon or oboe if agreed provided the Principal Musician has the recognised level of proficiency to play those parts.*
- *An Associate Principal Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performance, as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **PRINCIPAL EMERITUS WOODWIND & BRASS MUSICIAN**
Reports to: Principals, Concertmaster(s), Conductor
Department: Orchestra Management

- *A Principal Musician with 15 years' tenure with the Orchestra may apply to the Artistic Committee for a Principal Emeritus position.*
- *The Artistic Committee will consider any application and formulate a response, subject to whether there is a vacancy in the section, as well as the artistic and rostering needs of the section. The response shall be recommended to the Chief Executive Officer for consideration.*
- *A Principal Emeritus undertakes duties according to their agreed position in the Orchestra.*
- *A Principal Emeritus Musician's instrument(s) must be of a professional quality standard. A Musician provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*
- *A Principal Emeritus is entitled to receive the same salary and duty and length of service increments as they did when undertaking their previous Principal role.*
- *A Principal Emeritus works to their previous Principal's call ceiling.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musician meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Roles SECTION WOODWIND, SECTION HORN, SECTION TROMBONE & SECTION TRUMPET
Reports to: Section Principals, Concertmaster, Conductor
Department: Orchestra Management

- *A Section Musician(s) shall play the various family Instrument(s) as required, provided these instruments were auditioned by Musician at the time of appointment or where the Musician has a recognised level of proficiency playing those instruments.*
- *A Section Musicians' instrument(s) must be of a professional quality standard. Musicians provided with instrument(s) by the Company shall use the instrument(s) in all performances, as required.*
- *Section Musicians follow the performance directions of the Principal(s), Concertmaster (s) and Conductor (s).*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musician meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role PRINCIPAL TIMPANI
Reports to: Concertmaster(s), Conductor
Department: Orchestra Management

- *The Principal shall lead the section, is responsible for the overall performance standard of the section and plays any solo parts required by the repertoire.*
- *The Principal will consult with the Chief Conductor & Artistic Director, the Concertmaster(s).*
- *The Principal will consult with the Principal Percussion when distributing parts and undertaking rostering in their section.*
- *The Principal Musician's instruments must be of a professional quality standard. The Principal Timpani is provided with instruments by the Company. The Principal Timpani will determine which instruments to use in performances as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development session.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Masterclasses;
- Public speaking & pre-concert talks;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role ASSOCIATE PRINCIPAL TIMPANI/ SECTION PERCUSSION MUSICIAN
Reports to: Principals, Concertmaster(s), Conductor
Department: Orchestra Management

- *The Associate Principal follows the Principals, Concertmaster(s) and Conductor in their performance directions.*
- *The Associate Principal covers the Principal Timpani in all cases of unexpected absences and provides respite to the Principal Timpani where required subject to the Principal's rostered workload.*
- *When not required to play Principal Timpani the Associate Principal plays Section Percussion or Second Timpani as required.*
- *The Associate Principal Musician's instrument(s) must be of a professional quality standard. The Associate Principal Timpani/ Tutti Percussion Musician is provided with instruments by the Company. The Associate Principal Timpani/Tutti Percussion Musician will determine which instruments to use in performances as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **PRINCIPAL PERCUSSION**
Reports to: **Concertmaster(s), Conductor**
Department: **Orchestra Management**

- *The Principal shall lead the section, is responsible for the overall performance standard of the section and plays any solo part as required by the repertoire.*
- *The Principal will consult with the Chief Conductor & Artistic Director and the Concertmaster(s).*
- *The Principal will consult with the Principal Timpani when distributing parts and undertaking rostering in their section.*
- *The Principal Musician's instruments must be of a professional quality standard.*
- *The Principal Percussion is provided with instruments by the Company. The Principal Percussion will determine which instruments to use in performances as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musicians meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Masterclasses;
- Public speaking & pre-concert talks;
- Undertake higher duties; and
- Other duties.

POSITION DESCRIPTION

Role **SECTION PERCUSSION MUSICIAN**
Reports to: **Section Principal, Concertmaster, Conductor**
Department: **Orchestra Management**

- *A Section Musician is required to play the various family Instrument(s) as required, provided these instruments were auditioned by Musician at the time of appointment or where the Musician has a recognised level of proficiency playing those instruments.*
- *A Section Musician follows the performance directions of the Principal(s), Concertmaster (s) and Conductor(s).*
- *A Section Musician's instruments must be of a professional quality standard. A Section Percussion Musician is provided with instruments by the Company. A Section Percussion Musician will determine which instruments to use in performances as required.*

Key Functions & Responsibilities

Undertake duties in accordance with the terms and conditions of the Sydney Symphony Orchestra Musicians' Agreement 2019-2021;

Uphold a professional standard and approach in preparation for rehearsals and performances.

Participate in the following activities as rostered:

- Rehearsals, performances and sectionals, covering the diversity of work undertaken by the Orchestra;
- Be available to tour within Australia and internationally;
- Learning & Engagement performances;
- Musician meetings;
- Audition, trial and Orchestra meetings;
- Publicity and promotional activities; and
- Training & professional development sessions.

Participate in the following activities as agreed:

- Committee meetings with Musician representatives;
- Ensemble and chamber music activities;
- Sponsor, philanthropy and promotional events;
- Learning & Engagement activities;
- Undertake higher duties; and
- Other duties.



Appendix B. Audition & Permanent Appointment Process



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1. Auditions

The Parties to this Agreement acknowledge that a successful audition depends on the collaboration between the permanent Musicians of the Orchestra and relevant Company members. They agree that the audition procedure requires regular review to achieve higher standards in auditions.

The Parties to this Agreement aspire to the highest artistic standards for the Orchestra and aim to attract and recruit outstanding musicians to vacant positions in the Orchestra through a *peer review and assessment-based audition process*. The Parties to this Agreement are also committed to a just and fair audition process. The Orchestra's commitment to adopting the *principles of equity and diversity* in auditions is reflected in its utilisation of screens during the initial stages of the audition process.

An audition for a vacancy is only open to Australian and New Zealand citizens as well as applicants who hold a permanent work visa for Australia. Following an audition and/or trial that results in no appointment, the Management Committee, after a recommendation from the relevant section of the Orchestra, may decide to open the audition to international applicants and/or approve the implementation of a recital audition process.

The Company and the Management Committee, in consultation with the relevant section of the Orchestra, may agree to audition for more than one vacant position in any audition, e.g. a tutti and principal position.

The Company is responsible for posting audition notices following a decision by the Management Committee to hold an audition.

At the conclusion of an audition the Audition Panel through the Chairperson will make a recommendation to the Chief Executive Officer based on the results of the audition.

2. Key Audition Responsibilities

The key responsibilities for persons involved in the Audition Procedure include the following:

Management Committee: is responsible for determining whether or not to hold auditions for a vacant position(s) and shall liaise with the Company to jointly decide on audition dates. Agreed audition dates will be included in the Draft Roster.

Musicians' Executive appoints a Chairperson for each Audition Panel. Upon a recommendation from the relevant Standard Audition Panel, the Musicians' Executive may nominate an outside expert to be invited to join an Audition Panel for either a Principal Harp or Timpani audition.

Chairperson: supervises the audition, chairs the panel discussions and ensures it meets the audition procedure requirements. The Chairperson does not express an opinion on the performance of any of the applicants for the audition and does not have voting rights. The Chairperson serves as **Returning Officer** for the Audition Panel voting throughout the entire audition procedure. The Chairperson instructs Orchestra Management to relay information from the Audition Panel to the applicants and auditionees. After the conclusion of the audition the Chairperson prepares a short Report for the Musicians' Executive and the Company. The Chairperson, on behalf of the Audition Panel will recommend the result of the audition to the Chief Executive Officer.

Audition Panels: It is compulsory for **Permanent Musicians** to attend an audition if included in a Standard Panel unless absence from an audition is approved by the Company. At the time of scheduling an audition where only 1 Principal Musician from a section is required for a Standard Audition Panel, the **Principal Musicians of the Section** will inform Orchestra Management who will attend audition. The Audition Panel is required to follow the direction of the Chairperson.

Concertmasters are deemed to be Permanent Musicians for the purpose of being included in Audition Panels. They are also entitled to attend and vote at any audition, recital audition or trial meeting.

Chief Conductor and Artistic Director: is entitled to attend and vote at any audition, recital audition or trial meeting.

Outside Experts: are entitled to attend and vote at an audition where they are included in a Standard Audition Panel.

Orchestra Management: undertakes all administrative tasks necessary throughout the Audition procedure. They attend to advertising, compiling eligible applicant lists and rostering the audition sessions. Orchestra Management will inform a musician if they are required to attend an audition and is required to consult with Principal Musicians to confirm which Principal Musicians are included in a Standard Panel. During the audition, members of Orchestra Management liaise between the Audition Panel and the auditionees as required and as instructed by the Chairperson. Orchestra Management also establishes and maintains files in relation to each and every audition.

In-house Counsel: is responsible for storing the completed audition files at the conclusion of each audition. The In-house Counsel also arranges relevant pre-employment tests for trial candidates as required.

Chief Executive Officer: considers and acts upon a recommendation from the Chairperson of an Audition Panel. The Chief Executive Officer also considers confidential results from any pre-employment tests.

3. Audition Scheduling

Orchestra notification

The Company and the Management Committee decide on audition dates and venues. The Company will include scheduled auditions in the Draft Roster and provide the permanent Musicians of the Orchestra with as much notice as possible of scheduled auditions.

The Company and the Management Committee aim to schedule auditions between Monday and Friday from 9.30 am until 4.30 pm and commit to not scheduling auditions on rostered free days or on Sundays or Public Holidays.

Orchestra Management shall distribute an audition roster and schedule at the commencement of each year. At the commencement of the year Orchestra Management will also notify relevant musicians that they are required to attend a scheduled audition.

In the event additional auditions are scheduled during the course of the year, Orchestra Management will amend and distribute the audition roster and schedule at their earliest convenience.

Audition Advertising

The Company aims to advertise at least 8 weeks in advance of an audition. Notices for auditions are advertised as widely as possible across a number of mediums which may include the following:

- Sydney Symphony Orchestra Website & Social Media Sites
- LinkedIn

- Arts Hub
- Musical Chairs
- Das Orchester
- Violin Channel
- The Strad

An Audition Notice includes all relevant information for applicants such as: application requirements; deadlines for submitting applications; audition dates; set repertoire; excerpts for audition; a copy of the Position Description for the vacant position(s).

The Audition Notice also includes information for applicants who choose to submit recorded repertoire for an audition.

4. Audition Assessment Criteria

The Audition Panel may undertake a Shortlisting round by review of the applicants' resumes for orchestral experience and/or formal musical training. The Shortlisting round may be undertaken by a panel comprised of the relevant section only. Attendance of the rest of the Standard panel for the Shortlisting round is not mandatory.

The Audition Panel assesses each auditionee on their performance standard, technical proficiency and possible compatibility with the relevant section and the Orchestra.

5. Audition Panels

A Permanent Musician of the Orchestra who is included in a Standard Audition Panel is required to attend an audition, unless the Musician is scheduled to be on leave approved by the Company.

All Permanent Musicians of the Orchestra who have completed their trial period are entitled to attend and voice their opinion at an audition but may only vote if part of an Audition Panel. Musicians on trial with the Orchestra may not attend auditions.

In exceptional circumstances, where a Standard Audition Panel member is unable to attend an audition, a substitute musician may attend the audition subject to the approval of the Musicians' Executive.

Any permanent Musician of the Orchestra who is part of a relevant Maximum Audition Panel who would like to attend an audition will inform Orchestra Management of their intention to attend prior to the audition.

Where it is known that a musician of the Orchestra has a vested interest in the appointment of an applicant-auditionee, that musician is excluded from discussions and voting in that particular audition. A teacher/ pupil relationship does not constitute a vested interest.

Where a musician of the Orchestra is an applicant or auditionee in an audition, that musician is excluded from discussions and voting in that particular audition and any trial assessment meetings.

The composition of each and every Audition Panel is set out in the table below. For the purposes of this Clause, "Principal" refers only to Musicians that are in the highest Duty Increment (35% to Entry Level Salary) "Associate Principal" refers to Musicians in the second highest Duty Increment (20% to Entry Level Salary). This includes: Associate Principals, Assistant Concertmasters, Principal 3rd Horn/ Piccolo/ Bass Clarinet/Cor Anglais/ Contrabassoon/ Bass Trombone /Tuba, Associate Principal Timpani/Section Percussion, as specified in D3.

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Section	Position	Standard Panel	Maximum Panel
Strings	Concertmaster	Entire Orchestra	Entire Orchestra
	Violin 1 Principal Associate Concertmaster Assistant Concertmaster	1 st Violin section All String Principals, 1 Concertmaster	Standard Panel + All Associate & Assistant String Principals + 3 non- string Principals + other Concertmaster
	Violin 1 Tutti	1 st Violin section, 1 Principal from each string section, 1 Concertmaster	Standard Panel + 6 Principal/Associate / Assistant String Principals + 3 non-string Principals + other Concertmaster
	Violin 2 Principal	2 nd Violin section, All String Principals 1 Concertmaster	Standard Panel + All Associate & Assistant String Principals + 3 non-string Principals + other Concertmaster
	Violin 2 Tutti	2 nd Violin section, 1 Principal from each string section 1 Concertmaster	Standard Panel +6 Principal/Associate/ Assistant String Principals + 3 Non-string Principals + other Concertmaster
	Viola Principal	Viola section, All string Principals 1 Concertmaster	Standard Panel + All Associate & Assistant String Principals + 3 Non-String Principals + other Concertmaster
	Viola Tutti	Viola section, 1 Principal from each string section, 1 Concertmaster	Standard Panel + 6 Principal/Associate / Assistant String Principals + 3 non-string Principals + other Concertmaster
	Cello Principal	Cello section, All string Principals 1 Concertmaster	Standard Panel + All Associate & Assistant String Principals + 3 non-string Principals + other Concertmaster
	Cello Tutti	Cello section, ,1 Principal from each string section, 1 Concertmaster	Standard Panel + 6 Principal/Associate/ Assistant String Principals, 3 non-strings Principals + other Concertmaster
	Bass Principal	Double Bass Section, 1 Principal from each string section , 1 Concertmaster	Standard Panel + All Associate & Assistant String Principals + 3 non-string Principals +other Concertmaster
	Bass Tutti	Double Bass Section, 1 Principal from each string section, 1 Concertmaster	Standard Panel +6 Principal/ Associate / Assistant String Principals + 3 non-strings Principals + other Concertmaster

Section	Position	Standard Panel	Maximum Panel
Woodwind	Flute Principal Associate Principal	Flute section , all other woodwinds, 5 Brass Principals, 2 string Principals, 1 Concertmaster	Standard Panel + 4 brass Principals, 2 Principal/Associate /Assistant String Principals, 1 Timpani/percussion/ harp, + other Concertmaster
	Piccolo Principal	Flute section, all other woodwinds, Brass Principals, 2 String Principals, 1 Concertmaster	Standard Panel + 4 Principal/ Associate Brass, Principal/Associate /Assistant 2 String Principals 1 timpani/ percussion / harp, + other Concertmaster
	2 nd Flute	Flute section, All other woodwinds, 2 Brass Principals, 1 Concertmaster	Standard Panel + 2 Principal /Associate Brass Principals, 2 Principal/Associate /Assistant String Principals 1 Timpani/ percussion / harp, + other Concertmaster
	Oboe Principal Associate Principal	Oboe section, all other woodwinds, 5 Brass Principals, 2 String Principals, 1 Concertmaster	Standard Panel + 4 Principal/ Associate Brass, 2 Principal/Associate /Assistant String Principals 1 Timpani/ Percussion/ harp + other Concertmaster
	Cor anglais Principal	Oboe section, All other woodwinds, 5 Brass Principals, 2 String Principals, 1 Concertmaster	Standard Panel + 4 Principal/ Associate Brass , 2 Principal/Associate /Assistant String Principals 1 timpani/ percussion/ harp + other Concertmaster
	2 nd Oboe	Oboe section , all other woodwinds, 2 Brass Principals, 1 Concertmaster	Standard Panel + 2 Principal / Associate brass principals, 2 Principal/Associate /Assistant String Principals 1 Timpani/ percussion / harp + other Concertmaster
	Clarinet Principal Associate Principal	Clarinet section, all other woodwinds, 5 Brass Principals, 2 String Principals, 1 Concertmaster	Standard Panel + 4 Principal/ Associate Brass , 2 Principal/Associate /Assistant String Principals 1 timpani/ percussion/ harp other Concertmaster
	Bass Clarinet Principal	Clarinet section, all other woodwinds, 5 Brass Principals, 2 String Principals, 1 Concertmaster	Standard Panel + 4 Principal/ Associate Brass , 2 Principal/Associate /Assistant String Principals 1 timpani/ percussion/ harp + other Concertmaster
	2 nd Clarinet	Clarinet section, all other woodwinds, 2 Brass Principals, 1 Concertmaster	Standard Panel + 2 Principal / Associate brass principals + 2 Principal/Associate /Assistant String Principals + 1 Timpani/ percussion / harp + other Concertmaster
	Bassoon Principal Associate Principal	Bassoon section, all other woodwinds, 5 Brass Principals, 2 String Principals, 1 Concertmaster	Standard Panel + 4 Principal/ Associate Principal Brass + 2 Principal/Associate /Assistant String Principals + 1 timpani/ percussion/ harp + other Concertmaster
	Contrabassoon Principal	Bassoon section, All other woodwinds, 5 Brass Principals, 2 String Principals, 1 Concertmaster	Standard Panel + 4 Principal/ Associate Brass, 2 Principal/Associate /Assistant String Principals 1 timpani/ percussion/ harp Other Concertmaster
	2 nd Bassoon	Bassoon section all other woodwinds, 2 Brass Principals, 1 Concertmaster	Standard Panel + 2 Principal / Associate Brass Principals + 2 Principal/Associate /Assistant String Principals + 1 Timpani/ percussion / harp + other Concertmaster

Percussion Harp Keyboard	Timpani Principal	Percussion Section, Principal Woodwind and Brass, 1 Principal from each string section, 1 Concertmaster, 1 outside expert timpani player	Standard Panel + 2 Principal / Associate woodwind principals + 2 Principal / Associate brass principals + 2 Principal/Associate /Assistant String Principals, harp + other Concertmaster
	Percussion Principal Associate Principal Timpani/ Section Percussion	Percussion Section, Timpani Principal, 3 Principal Woodwind, 4 Principal Brass, 2 Principal strings, 1 Concertmaster,	Standard Panel + 2 Principal / Associate woodwind principals + 2 Principal / Associate brass Principals + 2 Principal/Associate /Assistant String Principals + other Concertmaster
	Percussion Section Player	Percussion section, Timpani Principal, 3 Principal Woodwind, 2 Principal Brass, 2 Principal / Associate/ Assistant Principal Strings, 1 Concertmaster	Standard Panel + 2 Principal / Associate woodwind Principals + 2 Principal / Associate brass Principals + 2 Principal/Associate /Assistant String Principals + other Concertmaster
	Harp	All Principals from woodwinds and brass sections, Timpani Principal, 1 Principal Percussion, 1 Principal from each string section, 1 Concertmaster, 1 outside expert harpist	Standard Panel + 2 Principal / Associate woodwind Principals + 2 Principal / Associate brass Principals + 2 Principal/Associate /Assistant String Principals + other Concertmaster
Brass	Horn Principal	Horn section, all other brass, 4 woodwind Principals, 2 string Principals, 1 Concertmaster	+ 4 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals 1 Timpani Principal / percussion / harp + other Concertmaster
	3 rd Horn Principal	Horn section, All other brass, 4 woodwind Principals, 2 string Principals, 1 Concertmaster	+ 4 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals 1 Timpani Principal/ percussion / harp + other Concertmaster
	Horn Section Player	Horn section, all other brass, 2 woodwind Principals, 1 Concertmaster	+ 2 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals 1 Timpani Principal / percussion / harp + other Concertmaster
	Trumpet Principal Associate Principal	Trumpet section, All other brass, 4 wind Principals, 2 string Principals, 1 Concertmaster	+ 4 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals 1 Timpani Principal/ percussion / harp + other Concertmaster
	Trumpet Section Player	Trumpet section, All other brass, 2 wind Principals, 1 Concertmaster	+ 2 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals 1 Timpani/ percussion / harp + other Concertmaster
	Trombone Principal Associate Principal	Trombone section, All other brass, 4 wind Principals, 2 string Principals, 1 Concertmaster	+ 4 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals 1 Timpani Principal/ percussion / harp + other Concertmaster
	Bass Trombone Principal	Trombone section, All brass, 4 wind Principals, 2 string Principals, 1 Concertmaster	+ 4 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals 1 Timpani Principal/ percussion / harp + other Concertmaster
	2 nd Trombone Player	Trombone section, All other brass, 2 wind Principals 1 Concertmaster	+ 2 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals, 1 timpani, percussion/ harp, + other Concertmaster
	Tuba Principal	Brass section, 4 wind Principals, 2 string Principals, 1 Concertmaster	+ 4 Principals Associate Principals Woodwinds, 2 Principal/Associate /Assistant String Principals + other Concertmaster

6. Audition Procedure for a Permanent Position Vacancy

Eligibility

- Open to Australian & NZ citizens & Musicians with permanent work visa for Australia.
- After an unsuccessful audition or trial leading to no appointment the Musicians' Executive in consultation with the relevant section and Artistic Committee may open the audition to international applicants.
- Applicants who are permanent Musicians of the Orchestra are automatically invited to the second round.

Shortlisting Round (if required) maybe by Panel comprising of relevant section only

- By review of resumes and/or by listening to recorded material and/or by live audition.
- Repertoire is selected by Principals in consultation with section.
- Live auditionees as well as videotaped auditionees play behind screens.
- Performance can be terminated early by Chairperson on request of the Section Principal and no objection by any member of the Panel.
- Short discussion by the Panel before voting.
- The Panel votes by simple majority for which auditionees are to be included, if any, in first round.

First Round

- Repertoire selected by Principals in consultation with section.
- Live auditionees as well as videotaped auditionees play behind screens.
- Performance can be terminated early by the Chair person on request of the Section Principal and no objection by any member of the Panel.
- Short discussion by the Panel before voting.
- The Panel votes by secret ballot, simple majority, which auditionees are to be included, if any, in second round.

Second Round

- Repertoire (may include sight reading material) selected by Principals in consultation with section. Live and videotaped auditionees play without screens.
- Short discussion by the Panel before voting.
- Each auditionee performs the same orchestral excerpts.
- No auditionee's performance is to be terminated early by the Panel.
- Auditionees may be required to perform with ensemble of Orchestra musicians.
- After all Auditionees perform, the Panel discuss and vote by secret ballot. The Panel may only vote for one candidate per vacancy.
- If only 1 auditionee in round, Panel vote by secret ballot and 2/3 majority required for appointment. If more than 1 auditionee, the Panel vote by secret ballot, simple majority required for appointment.
- An auditionee may not be appointed if a simple majority of the relevant section members present oppose such appointment. This can only be confirmed after a separate secret ballot by the Section.
- If no successful auditionees, the Panel may recommend the appointment of an auditionee on a fixed term contract, another further round of audition or instigate a process of multiple assessment. If the Panel recommends third or other rounds the Panel will vote by secret ballot which auditionees will be included in such rounds.

Third & Subsequent Rounds (if required)

- Repeat process as for Second Round.

Multiple Assessment

- Can only commence in exceptional circumstances and will comprise of all auditionees from the final round.
- Up to 4 weeks' assessment in the Orchestra for each auditionee.
- After conclusion of all Auditionee assessments, the Panel members present at the Audition convene to discuss and vote by secret ballot whether to appoint to trial. The panel votes by secret ballot with simple majority required for appointment. An auditionee may not be appointed if a simple majority of the relevant section members present oppose such appointment. This can be confirmed after a separate secret ballot by the Section.

Recommendation by Chairperson on behalf of Audition Panel to Chief Executive Officer to appoint to Trial

Recital Audition Procedure

Recital Audition for Permanent Position Vacancy

- Option after an unsuccessful national audition or trial with no appointment. Implemented by Management Committee.
- The Musicians' Executive in consultation with the relevant section and Artistic Committee, may open the recital audition to international applicants.
- Orchestra Management advertises for expressions of interest.

Recital Audition Procedure

- More than one auditionee can participate at a recital audition.
- Relevant Standard Audition Panel by majority vote select auditionee(s) to be invited by either sighting of CV and/or listening to recorded material.
- The Company with the agreement of Management Committee establishes date and time of recital(s).
- Auditionee(s) may also be invited to play for a short-term period of work with the orchestra. Recital Audition Panel comprises of relevant Standard Audition Panel.
- Repertoire selected by section. It should include orchestral excerpts and at least one major work from repertoire. It may include a piece of the auditionee(s)' choice. It may also include performing in an ensemble with members of the orchestra.
- All permanent members of the orchestra are entitled to attend and express an opinion, but voting is allowed only for members of relevant Audition Panel, and the Chief Conductor and Artistic Director if present.
- The Panel will have discussions immediately following the recital and it may consider the auditionee's performance in their short period of work with the orchestra as part of their assessment.
- Panel vote by secret ballot,
- If only one auditionee for the vacancy: a 2/3 majority of the panel is required for appointment. An auditionee can't be appointed if the majority of the relevant section present oppose such appointment. This can only be confirmed after a separate secret ballot of the Section.
- If more than one auditionee for the vacancy: a simple majority required to decide to choose one of three options:
 1. Auditionee not suitable OR
 2. Immediate appointment to trial and no further Recital Auditions OR
 3. Panel defers the vote until hearing all auditionees.
- A simple majority is required for appointment. An auditionee can't be appointed if the majority of the relevant section opposes such appointment. This can only be confirmed after a separate secret ballot of the Section.

Recommendation by Chairperson on behalf of Audition Panel to Chief Executive Officer to appoint to Trial

7. Trials for Appointment

The Parties to this Agreement acknowledge a successful trial procedure depends on the collaboration between the permanent Musicians of the Orchestra and relevant Company members. They agree that the trial procedure requires regular review to achieve higher standards in trials.

Subject to the Chief Executive Officer accepting a recommendation from the Chairperson of the Audition Panel to appoint successful applicant(s) to trial, a trial period for the successful applicant(s) shall be established.

A trial is ordinarily for a minimum period of 12 months in duration. However, if a Trial Panel recommends a trial candidate to immediate appointment to a position any time after 6 months, the trial may be reduced to a period of between 6 months and 12 months. In all cases a trial can, be no less than 6 months in duration.

The Company in consultation with the Management Committee develop a trial assessment schedule.

The Trial Panel meets regularly throughout the duration of the trial to assess the trial candidate(s). The Trial Panel will hold a minimum of 4 trial assessment meetings within a 12-month trial period and less meetings where the trial is reduced to a minimum of 6 months duration.

During the trial the In-house Counsel will arrange for relevant pre-employment testing for trial candidates. At commencement of the Trial the candidate will undertake a hearing test.

During the course of the Trial a candidate may be asked to attend a medical and agree to a working with children check and police checks. Any tests shall be at the expense of the Company. The results of any pre-employment tests are confidential subject to informing the Chief Executive Officer of the results of any such pre-employment tests.

At the conclusion of a 12-month trial the Trial Panel may recommend a trial be extended for a further period of up to 12 months in duration. The Trial Panel will determine the length of the period for extension prior to informing the candidate.

At the conclusion of a trial the Trial Panel through the Chairperson will make a recommendation to the Chief Executive Officer based on the results of the trial.

8. Trial Assessment Criteria

The Trial Panel shall consider the trial candidate's performance standard, technical proficiency; their compatibility with the section and the Orchestra and the trial candidate's ability to meet the requirements of the Position Description for the vacant role.

9. Trial Panels

A Trial Panel is comprised of a Standard Audition Panel and may also include members of the Maximum Audition Panel who were present at the candidate's audition.

In the event a Trial Panel member is unavailable to attend a trial assessment meeting that person may inform the Trial Panel of their feedback in writing, in advance of the meeting, and their decision shall be considered along with those of the Trial Panel members in attendance at the meeting.

In the event a Trial Panel member is unable to attend a meeting where a vote for the candidate for permanent appointment is to take place, the Trial Panel member can inform the Trial Panel in writing in advance of the meeting of their vote which shall be considered along with those of the Trial Panel members in attendance at the meeting.

Tutti string trial candidate(s) shall rotate within their section throughout the course of the trial and sit with Permanent Musicians of the Orchestra whenever possible.

10. Trial Procedure for Permanent Position Vacancy

The Trial is ordinarily for a minimum of 12 months however the Trial but can be reduced to a period of between 6 and 12 months if the Trial Panel determines to recommend a candidate(s) to a permanent position.

The Trial Panel comprises the Standard Audition Panel and members of the Maximum Audition Panel who were present at the candidate's audition.

The Musicians' Executive appoints a chairperson for the Trial Panel Meetings.

During the Trial, the Trial Panel will hold regular trial assessment meetings. A minimum of 4 meetings are to be held during a 12-month trial and less where Trial is reduced to a period of between 6 and 12 months.

At Trial Assessment meetings, the Trial Panel discusses performance of the candidate. Orchestra Management minute the meetings and, along with one of the relevant Principals or the Concertmaster (in case of a candidate for a Principal position), will report feedback to the candidate.

At the conclusion of the Trial, the Trial Panel will convene to vote by secret ballot to determine whether to:

- 1) recommend candidate(s) to permanent appointment **OR**
- 2) not recommend appointment **OR**
- 3) extend the Trial Period.

A Trial Panel member may vote in writing by proxy before the final vote meeting if unable to attend but all Trial Audition Panel members are encouraged to attend.

A Trial Panel can recommend a candidate is appointed to a permanent position if 2/3 of the Trial Panel supports the candidate's appointment. The candidate cannot be recommended for appointment if a simple majority of the relevant section opposes the recommendation for appointment. This can only be confirmed after a separate secret ballot by the Section.

At conclusion of trial period the Chairperson of the Trial Panel recommends the decision of the Panel to the Chief Executive Officer.



Appendix C. Working and Roster Arrangements During the Sydney Opera House Closure Period



Index

1. Objectives
2. Consultation and Communication Commitments
3. Agreed Musician Working Conditions During the Sydney Opera House Closure Period

Objectives

The Company and the Musicians of the Sydney Symphony Orchestra are committed to successfully navigating its dislocation from its home venue of 45 years, the Sydney Opera House from January 2020. The Company and the Musicians of the Orchestra are also committed to a splendid return to the Sydney Opera House thereafter.

The Parties to this Agreement agree that the terms and conditions set out in this Appendix shall only operate for the Sydney Opera House Closure Period. The Parties agree that the terms and conditions in this Appendix shall operate in conjunction with the remainder of this Agreement and the Appendix shall prevail to the extent of any inconsistency. The Parties to this Agreement recognise that at the time of negotiating this Agreement the Sydney Opera House Closure Period is scheduled to be from 1 January 2020 until 31 December 2021.

The Company and the Musicians of the Orchestra recognise there are no Sydney venues where we can relocate our concerts that have enough seats or enough weeks for our needs. The parties also acknowledge that alternative Sydney performance venues are unable to offer the Orchestra the ability to rehearse in those venues as is the current practice at the Sydney Opera House.

To accommodate the disruption and ensure the Sydney Symphony Orchestra Holdings Pty Limited continues as a going concern, the Company and the Musicians of the Orchestra recognise that the working conditions and environment for our Musicians during this period may change significantly. The Company and the Musicians of the Orchestra also recognise that forward planning for the disruption period allows the parties to identify some required workplace flexibilities at the time of negotiating this Agreement, however the parties also acknowledge that some work and rostering requirements for this period are unknown. At the time of negotiating this Agreement, with advance planning to date, it appears that the overall workload for the Musicians of the Orchestra will be reduced in comparison to planned workloads for Musicians in non-disruptive years.

The Company and the Musicians agree that changes to agreed working conditions for the Sydney Opera House Closure Period, as set out in this Appendix, satisfy the "Better Off Overall Test" and the requirements of the Fair Work Act.

Consultation and Communication Commitments

The Musicians of the Orchestra and the Company are committed to effective and open consultation and cooperation on matters relating to the Musicians' working conditions and environments, during this period.

To ensure the Musicians and the Company meet its objectives during this period, the Musicians of the Orchestra authorise the Management Committee to meet with the Company on a regular basis, to review work and rostering requirements for the Sydney Opera House closure period. The Musicians of the Orchestra authorise the Management Committee to negotiate orchestra wide agreements with the Company as required, for the period of disruption, to ensure the work and rostering requirements for the period in the interest of the longevity of the Orchestra.

The Company and the Musicians agree that any future agreed changes to working conditions during this period, shall satisfy the "Better Off Overall Test" and the requirements of the Fair Work Act.

Agreed Musician Working Conditions During the Sydney Opera House Closure Period

The Musicians of the Orchestra and the Company also acknowledge and agree to the following identified working conditions for the period of disruption, arising from the decant from the Sydney Opera House.

1. Duration of rehearsal calls

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the duration of its 2.5-hour rehearsal call times to 3 hours in duration.

During this period the Musicians agree that the Company may vary the length of the rehearsal call times, as required.

The Company agrees to discuss these variations with the Management Committee during scheduled Draft Roster Discussions. The Company also agrees to inform Musicians of these variations when it distributes the Cyclic Roster and the Annual Draft Roster.

In the event the Company changes the length of rehearsal call times to 3 hours, each group of four 3-hour calls shall be credited as five 2.5-hour calls towards a Musicians' Annual Call ceiling.

1. Two performances in a 3-hour call

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the custom and practice of performing one concert per call.

The Company and the Musicians agree that during this period the Company may schedule two performances in any 3-hour call on any single day, if required.

During this period the Musicians acknowledge and agree to perform two concerts in a 3-hour call on any single day, if required. Two concerts in a 3-hour call will be deemed a "Double Concert Call". Double Concert Calls will be counted as 3-hour rehearsal calls for the purposes of call accrual.

There cannot be more than one Double Concert Call scheduled in any one day.

The Company agrees to discuss these variations with the Management Committee and Artistic Committee during scheduled Draft Roster Discussions. The Company also agrees to inform Musicians of these variations when it distributes the Cyclic Roster and the Annual Draft Roster.

3. Three-Hour Commercial Call Performances

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the custom and practice of performing Commercial Call Performances longer than 2.5 hours.

Commercial Call Performances longer than 2.5 hours can, at the Company's discretion, be counted as two calls towards the Annual Call Ceiling In lieu of Overtime. Only one call per performance will count towards the Weekly and Cyclic Call Count.

4. Two Performances in 1 day

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the custom and practice of performing one classical concert in a day.

The Company and the Musicians agree that during this period the Company may schedule two classical concerts in a day, if required. During this period the Musicians acknowledge and agree to perform, subject to the Company's good faith consultation with the Artistic Committee, two classical concerts on any day except Sundays.

The Company agrees to discuss these variations with the Management Committee and the Artistic Committee during scheduled Draft Roster Discussions. The Company also agrees to inform Musicians of these proposals when it distributes the Cyclic Roster and the Annual Draft Roster.

5. Evening Concert Start Times

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the custom and practice of classical concert start times of 8pm to another time.

The Company and the Musicians agree that during this period the Company may vary concert start times, if required.

During this period the Musicians acknowledge and agree to the Company scheduling classical concerts with starting times other than 8pm.

The Company agrees to discuss these variations with Musicians during scheduled Draft Roster Discussions. The Company also agrees to inform Musicians of these proposals when it distributes the Cyclic Roster and Annual Draft Roster.

6. Orchestra String Strength

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and alternate venues may not accommodate the usual string strength of the Orchestra of 16.14.12.10.8.

The Musicians acknowledge and agree to the Company varying the usual string strength of the Orchestra to accommodate repertoire and venue options. The Musicians also acknowledge that a variation may include reducing the Orchestra String Strength to 14.12.10.8.6. These changes may affect the custom and practice of String Principal rostering.

During this period the Musicians acknowledge and agree to rehearse and perform with a variation to the usual string strength of the Orchestra, if required.

The Company agrees to discuss these variations with Musicians during scheduled Draft Roster Discussions. The Company also agrees to inform Musicians of these variations when it distributes the Cyclic Roster and Annual Draft Roster.

7. Tutti String Standby

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period will negatively impact on the finances of the Company. Due to the reduction in Tutti String strength during the relocation period and the lack of available venues for performances, the workload for Tutti Musicians may drop relative to that of the Principal Strings, creating the opportunity for cost savings and efficiencies. This provision allows for the rostering of Tutti String Musicians on standby for programs where the full section is not rostered on.

The Musicians acknowledge and agree to the Company rostering Tutti String Musicians on standby for up to 2 weeks per calendar year during this period subject to the conditions set out in this clause.

A Tutti String Musician who is projected to be under his or her annual call ceiling may be rostered as standby for up to 2 weeks/programs per year. Programs that cover more than 8 consecutive days and up to 15 will count as two standby weeks.

There will be a maximum of one Tutti String Musician on standby per Section per week except during split weeks where there may be up to two per Section, one for each split orchestra. Tutti String Musicians rostered for standby in a split week will only be required to act as a standby for 1 split Orchestra in that split week. If a

program is cancelled the Standby Tutti String Musician may be rostered for standby in an alternate program with at least a weeks' notice.

Standby weeks will be allocated and included in the annual forward draft roster consistent with current rostering guidelines. The role of standby is to be shared equitably amongst Tutti String Musicians in each section.

Tutti String Musicians on standby will automatically have 1 call for each week they are on standby accredited to their Annual Call Count. If the Tutti String Musician is called in to work in a standby week, they will have only the calls worked on that week/program accredited to the call count.

Tutti String Musicians on standby are not required to be present at the rehearsal venue but must be contactable by phone and able to attend the rehearsal venue in a reasonably timely manner. The Management will contact the standby musician as soon as it is known that they will be required. For programs of 4 rehearsals or more Tutti String Musicians can only be called in to work before or during the second rehearsal of any program. For programs of 3 rehearsals or less they may only be called in to work before or during the first rehearsal.

Tutti String Musicians rostered on standby who are called in to work can, at their request, have their forward roster changed if working that week creates more than 10 consecutive weeks worked without a week of annual leave or respite.

Tutti String Musicians will not be rostered as standbys for International or Regional Touring or during any of their 3 weeks of guaranteed respite leave. Tutti String Musicians will only be called in to replace Tutti Musicians unless all Principals, Associate Principals and Assistant Principals in their Section are rostered on in that week/program.

8. Reduced Call Count for Tutti String Rosterers

Tutti String Rosterers shall be entitled to a further reduction of 2 calls from their Annual Call Count in recognition of the additional rostering work required during the Sydney Opera House Closure Period.

9. Backfilling Vacancies

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period will negatively impact on the finances of the Company. The Company and the Musicians recognise the need for cost savings and efficiencies during this period.

During this period the Company and the Musicians agree to discuss and review the need to engage Contract Musicians on a case by case basis.

10. Orchestra Strength- Frozen Positions

The Company and the Musicians recognise that that programming concerts in non-Sydney Opera House venues during the relocation period will negatively impact on the finances of the Sydney Symphony Orchestra. The Company and the Musicians recognise the need for cost savings and efficiencies during this period.

During this period the Company and Musicians agree that the following positions will remain frozen:

- 1 Tutti 1st Violin
- 1 Tutti 2nd Violin
- 1 Tutti Viola
- 1 Associate Principal Double Bass

During this period the Company and the Musicians also agree to discuss and review the need to fill other current vacancies in the Orchestra on a case by case basis.

11. Cyclic Roster Commencement

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the custom and practice of the commencement date of the of Cyclic and Annual Draft Rosters.

The Company agrees to discuss these variations with Musicians during scheduled Draft Roster Discussions. The Company also agrees to inform Musicians of these variations when it distributes the Cyclic Roster and the Annual Draft Roster.

12. Annual Leave Rostering Arrangements

The Company and the Musicians recognise the challenges in programming and rostering Musicians during the relocation period in non-Sydney Opera House venues.

The Musicians and the Company acknowledge that the Company may not be able to roster Company Annual Leave for contract and permanent Musicians for 4 weeks per year.

During this period the Musicians and the Company agree that the Annual Leave shall be rostered for 3 consecutive weeks simultaneously.

During this period the Musicians agree that the remaining 3 weeks Annual Leave for all permanent and contract Musicians will be rostered simultaneously and in periods of not less than one week's duration.

13. Travel Calls

The Company and the Musicians recognise the challenges in programming and rostering Musicians during the relocation period in non-Sydney Opera House venues.

The Company and the Musicians recognise that during this period the Musicians may be required to undertake additional travel.

The Company and the Musicians agree that for this period an additional 2 Travel Calls per year within Australia will not be included in a Musician's Annual Call Count.

14. New Types of Ensemble Presentations

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period presents an opportunity to experiment with new types of ensemble presentations. Participation in new types of ensemble presentations that feature 8 or fewer musicians shall continue to be voluntary.

In the event that such new presentations for ensembles of 8 or fewer musicians are planned, the Company shall consult the Management Committee in advance as to a reasonable call count accrual for participating musicians, such accrual to be no less favorable than for comparable Ensemble Work at the time of the discussions.

15. Recordings & Adaption of Performances and Activities

Publicity, Promotions and Marketing

The Company and the Musicians recognise the challenges in programming and rostering Musicians during the relocation period in non-Sydney Opera House venues.

The Company and the Musicians acknowledge that the Company will certainly need to communicate to the public in new and different ways to retain its audiences, during this period.

The Musicians agree that during this period the Company, its partners and/ or venues may publicise, promote and market Sydney Symphony Orchestra concerts and events, using the Musicians' recorded performances, interviews and activities, with no restrictions.

The Company and the Musicians agree that this clause does not override Clause H5 in instances where there is a fee paid to the Company for any usage of the recorded performances.

16. Casual Rates of Pay for 2.5-Hour and 3-Hour Calls

The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the duration of its 2.5-hour rehearsal call times to 3 hours in duration.

During this period the Musicians agree that the Company may vary the length of the rehearsal call times, as required.

Casual musicians may be engaged for either 2.5-hour or 3-hour calls, according to the Company's rehearsal and performance needs, at the following Casual Musician Rates, which shall periodically increase in line with pay rates for Permanent and Contract musicians.

3 hour call rates of pay for Casual Musicians			
Position	2019	2020	2021
Tutti	285.10	290.80	296.62
Assistant Principal	327.85	334.41	341.09
Associate Principal	342.12	348.96	355.94
Principal	356.39	363.52	370.79

Execution of Agreement

The parties below agree to the terms and conditions of this Agreement.

Signed on behalf of **Sydney Symphony Orchestra Holdings Pty Ltd**



Emma Dunch
Chief Executive Officer

Signed on behalf of **Media Entertainment & Arts Alliance**

Paul Murphy
Chief Executive Officer

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The Company and the Musicians recognise that programming concerts in non-Sydney Opera House venues during the relocation period is challenging and may require a variation to the duration of its 2.5-hour rehearsal call times to 3 hours in duration.

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Casual musicians may be engaged for either 2.5-hour or 3-hour calls, according to the Company's rehearsal and performance needs, at the following Casual Musician Rates, which shall periodically increase in line with pay rates for Permanent and Contract musicians.

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Position	2019	2020	2021
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Principal	356.39	363.52	370.79

Execution of Agreement

The parties below agree to the terms and conditions of this Agreement.

Signed on behalf of Sydney Symphony Orchestra Holdings Pty Ltd



Sarah Falzarano
Acting Chief Executive Officer, on behalf of

Emma Dunch
Chief Executive Officer

55 Harrington Street, The Rocks, Sydney 2001.

Signed on behalf of Media Entertainment & Arts Alliance



Paul Murphy
Chief Executive Officer 14/12/18

245 CUMMERS ST
REDFERN NSW 2016



APPENDIX D. COVID-19

Index

1. Objectives
2. Operative Period
3. Additional Consultation and Communication Commitments during the Operative Period
4. Definition of a Standard Working Week
5. Long Service Leave

1. Objectives

The Parties to this Agreement agree that the terms and conditions set out in this Appendix shall operate for the Operative Period defined below and the provisions of this Appendix shall prevail over all other provisions of this Agreement to the extent of any inconsistency.

The Company and the Musicians of the Orchestra agree that:

- (a) The advent of the global COVID-19 pandemic; and
- (b) Resultant NSW Government Public Health Orders restricting public gatherings; have resulted in
- (c) Rolling cancellations of Company performances, rehearsals, onsite education programs and promotional events.

The Parties agree that the Company's inability to deliver public performances has materially affected the Company's financial sustainability and that the Company will be unable to deliver its customary range of public programs in 2021 due to lack of available financial resources.

To support Sydney Symphony Orchestra Holdings Pty Limited to continue operating, the Company and the Musicians of the Orchestra agree to alter two terms of the *Sydney Symphony Orchestra Musicians' Agreement, 2019-2021*.

The Musicians of the Orchestra authorise the Management Committee to negotiate orchestra-wide agreements, consistent with the rights and obligations under this Agreement, with the Company as required during the period of this **Appendix D. COVID-19**.

The Company and the Musicians agree that any future changes to working conditions during this period shall satisfy the "Better Off Overall Test" and the requirements of the Fair Work Act.

2. Operative Period

The Parties to this Agreement agree that the provisions of this **Appendix D. COVID-19** will be operative for the period (the **Operative Period**) that:

- (a) commences on 4 May 2020 or the date on which the Fair Work Commission approves the variation application by which this Appendix is to be added to the Agreement, whichever is the earlier; and
- (b) ends on 31 December 2021.



3. Additional Consultation and Communication Commitments during the Operative Period

The Company and the Musicians of the Orchestra are committed to ongoing and good faith consultation and communication on all matters relating to the Company's financial sustainability and future operational planning during the Operative Period.

To that end, during the Operative Period, in addition to fulfilling its standing obligations under **Section B3. Management Committee** of this Agreement, the Company shall also facilitate the following additional consultation meetings:

- Between 16-31 August 2020
– Orchestra Management Committee confidential "open books" review of Company's Q1-2020 and Q2-2020 Board financial reporting as submitted to the Federal Government via the Australia Council for the Arts and the NSW Government via Create NSW; and review of forward artistic programming and financial forecasts;
- Between 16-28 February 2021
– Orchestra Management Committee confidential "open books" review of Company's Fiscal Year 2020 preliminary operating results as submitted to the Federal Government via the Australia Council for the Arts and the NSW Government via Create NSW; and review of forward artistic programming and financial forecasts;
- Between 16-30 June 2021
– Orchestra Management Committee confidential "open books" review of Company's Fiscal Year 2022 preliminary operating budget and 2022 artistic programming plan and musician workforce requirements as submitted to the Board for in-principle approval of the 2022 Season prior to detailed financial modelling.

4. Definition of a Standard Working Week

The Musicians of the Orchestra and the Company agree that, during the Operative Period, the definition of 'A week' in **Clause G2. Rehearsals and Performances** of this Agreement shall be amended as follows (the amended text shown in bold, underlined text):

G2. Rehearsals and Performances

A week means the period commencing at 12.01 am Monday and ceasing at 12.00 midnight the following Sunday.

The standard working week is **5.6 x** 2.5hour calls.

All other terms of **G2. Rehearsals and Performances** remain unchanged and in force.



5. Long Service Leave

The Musicians of the Orchestra and the Company agree that the third paragraph of **J5. Long Service Leave** of this Agreement shall be amended as follows to allow those Musicians eligible to access their accrued Long Service Leave to do so in periods lesser than one week in duration (the amended text shown in bold, underlined text):

J5. Long Service Leave

Permanent Musicians accrue 3 months Long Service Leave and may access the leave after 10 years continuous service with the Company. The accrual rate per year of service thereafter is 3/10 of a month or 9 calendar days. A pro rata accrual rate applies for a part year of service.

Contract and casual Musicians accrue 3 months Long Service Leave and may access the leave after 10 years' service with the Company. The accrual rate per year of service thereafter is 3/10 of a month or 9 calendar days. A pro rata accrual rate applies for a part year of service.

At an eligible employee's request, Long Service Leave may be granted by the Company in periods of as little as one day per week. The parties agree that given the underlying rationale for this Appendix, this right given to employees is mutually understood to be a benefit to supplement their income during an unprecedented period of economic disruption.

All other terms of **J5. Long Service Leave** remain unchanged and in force.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).