

Code of Practice for Contemporary Music Industry

*This is a Code of Practice between the Musicians' Union of Australia (MUA)
and the Australian Entertainment Industry Association (AEIA)
on behalf of their members*

STATEMENT OF PRINCIPLES

The intent of this Code is to ensure the ongoing viability of the Australian contemporary music industry, including generation of employment opportunities for Australian performers. The parties will work together to develop the industry. Both parties agree that Australian support performers should be employed with touring international musical performers, and be given appropriate publicity, promotion, and presentation. In considering each situation, the parties should give due recognition to the sponsor's past record in the industry.

In addition to abiding by the Award and statutory obligations, including the Department of Immigration and Multicultural Affairs' (formerly Department of Immigration and Ethnic Affairs) legislative requirements, the following shall be observed:

1. Australian musical performers shall be employed as supports to touring international musical performers, and on the same stage, as defined below. These Australian performers should be artistically compatible.
2. That Australian support acts to touring international musical performers receive appropriate publicity and promotion, and that this shall not be limited to advertising press/radio announcements, or television coverage of program information.
3. The performance facilities for the Australian support performer(s), unless there are special circumstances, should be as follows:
 - i) The support performer(s) should perform on the same concert platform as the touring international musical performers.
 - ii) They must be in full view of the audience.
 - iii) They should be afforded a reasonable level of production standard.
 - iv) They should be given an appropriate sound check at each venue on the tour, prior to the performance.

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4. Union membership shall be a matter between the touring international musical performers or the Australian performer(s) and the MUA. The sponsor will provide access for the Union to the overseas performer(s), so that the Union may pursue membership.

5. The Parties acknowledge the Union's right to arrange access for its members or potential members at venues, on the following basis:

- (i) That the union pre-arrange access with the sponsor.
- (ii) That such access shall occur either prior to the half-hour call before commencement of the show, or after the performance is finished.
- (iii) That there shall be no disruption to work connected with the performance.
- (iv) That access shall be subject to any safety requirements of the venue or sponsor.
- (v) That no pressure shall be exerted on performers in this regard.

6. Both parties shall observe an agreed timeframe for endorsements of sponsorship applications, except in the event of unavoidable late submission. Endorsement by the MUA after receipt of application from the sponsor, should be 10 clear working days. However, both parties recognise that it is preferable to communicate in advance of the 10 days, particularly if the application may result in potential disputation.

7. The parties understand that, from time to time, it will be difficult to find an Australian support performer of requisite standard and compatibility. It is not the intention of the parties that a support act should detract from, or interfere with, with the integrity of the show or the support act. In determining an appropriate Australian support, the parties recognise that the following situations could be considered exempt if bona fides are established:

- i) That the touring international musical performer is part of a cultural/non-commercial exchange.
- ii) That the presentation of a support performer is not artistically compatible.
- iii) That performers with a specific cultural background provide the integral component of the performance.

The parties agree that there may be other exempt situations which do not fall within the scope of this Code, including Festivals or events of longer than normal duration, and unit companies. These will be considered on a case-by-case basis between the parties.

8. In the vent of a dispute in any centre arising between the AEIA sponsor and the MUA, if the matter cannot be resolved on the ground, the parties will refer the matter to the principals of both organisations. If there remains a dispute, the matter may be referred by either party to an independent arbitrator agreed between the parties. There will be no industrial action in the intervening period. This will not reduce the rights of the parties to take the matter to the Australian Industrial Relations Commission (AIRC) for resolution in the event of a dispute.

This Code will be binding on AEIA members and the MUA Federal and State Officers.

AGREED on May 14, 1995 by:

John McAuliffe
Federal Secretary, MUA

Jan Stoneham
Chief Executive, AEIA