



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Queensland Symphony Orchestra Pty Ltd
(AG2021/3969)

QUEENSLAND SYMPHONY ORCHESTRA MUSICIANS’ AGREEMENT 2021

Live performance industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 16 MARCH 2021

Application for approval of the Queensland Symphony Orchestra Musicians’ Agreement 2021.

[1] Queensland Symphony Orchestra Pty Ltd has applied for approval of a single enterprise agreement known as the *Queensland Symphony Orchestra Musicians’ Agreement 2021* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about the form of the application and whether the Agreement contravenes s.55 of the Act. Further information was provided in relation to these concerns.

[3] Queensland Symphony Orchestra Pty Ltd sought to correct a typographical error in the original application, by filing an amended signature page. In the circumstances, I am satisfied that this amendment should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

[4] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives did not oppose the Undertakings. I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[5] Noting the Undertakings provided, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[6] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, I am satisfied that each of the

requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[7] The Media, Entertainment and Arts Alliance, being a bargaining representative for the Agreement, has given notice under s.183 of the Act. In accordance with s.201(2), I note that the Agreement covers this organisation.

[8] The Agreement was approved on 16 March 2021 and, notwithstanding clause 5.1 of the Agreement and in accordance with s.54, will operate from 23 March 2021. The nominal expiry date of the Agreement is 31 December 2021.



DEPUTY PRESIDENT

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Annexure A

Annexure A

IN THE Fair WORK COMMISSION

FWC Matter No: **AG2021/3969**

Applicant: **Queensland Symphony Orchestra**

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKING – Section 190

I, **Craig Whitehead**, Chief Executive of the Queensland Symphony Orchestra (**QSO**), give the following undertakings with respect to the Queensland Symphony Orchestra Musicians' Agreement 2021 (**Agreement**), pursuant to Section 190 of the Fair Work Act 2009 (Cth), to address issues raised by Deputy President Mansini in relation to the application before the Fair Work Commission to approve the agreement:

1. (**Undertaking One**) Clause 35.3.9 of the Agreement will not give any musician covered by the agreement a lesser entitlement than the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. (**Undertaking Two**) Clause 35.5 of the Agreement will not give any musician covered by the agreement a lesser entitlement than the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. (**Undertaking Three**) Clause 35.8 of the Agreement will not give any musician covered by the agreement a lesser entitlement than the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
4. (**Undertaking Four**) I have the authority to give these undertakings on the QSO's behalf.


Signature
Chief Executive


Date



Queensland Symphony Orchestra

Musicians' Agreement 2021

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.

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2 TITLE

This agreement shall be known as the Queensland Symphony Orchestra Musicians' Agreement 2021.

3 OBJECTIVES

This agreement establishes the working environment of the orchestra and reflects the ongoing commitment of the company, musicians and the Media Entertainment and Arts Alliance (MEAA) to the following goals:

- a) maintaining a constructive, harmonious and positive working environment
- b) striving to achieve a high-quality orchestral performance
- c) maintaining and building audience and patron satisfaction
- d) maintaining and elevating the public image and esteem of the orchestra
- e) providing job security for the musicians with opportunities for career development and promotion
- f) participation by musicians and their representatives in decision making that affect the musicians working lives
- g) equal opportunity
- h) enhancing work health and safety practices in the workplace; and
- i) increasing the company's long-term viability and building links with metropolitan and regional communities serviced by the company.

4 PARTIES TO THE AGREEMENT

This agreement is an Enterprise Agreement between:

Queensland Symphony Orchestra Pty Ltd
of 114 Grey Street, South Brisbane,
Queensland

(the company)

and

Musicians employed by the Company

(musicians)

and

the Media, Entertainment and Arts Alliance

(union)

5 OPERATION

5.1 This agreement will be operative from 1 January 2021 until 31 December 2021.

5.2 This agreement applies to musicians employed by the company.

5.3 Musicians will be employed as either:

- 5.3.1 a permanent musician – means a musician who has been appointed to a position in the orchestra;
- 5.3.2 a fixed-term musician; or
- 5.3.3 a casual musician – means a musician engaged on a call by call basis.

6 DEFINITIONS

“**ABC**” means the Australian Broadcasting Corporation

“**Act**” means the *Fair Work Act 2009*

“**Annual duty**” means 315 Calls being 300 Playing Calls and 15 Operational Calls

“**Archival and reference recording**” means a recording of a performance or rehearsal for the purposes of historical record or reference. Reference recordings shall only be used as a reference to enable training and teaching in the revival of productions. Such recordings shall remain under the control of the company and shall not be used for any other purposes, and in particular, shall not be used to displace the use of live musicians

“**Artistic Committee**” is the committee established to direct and monitor the artistic life of the orchestra in accordance with clause 8.5

“**Assisting artists**” shall mean amateur youth and community orchestras, choirs and brass bands when appearing as their usual ensemble

“**Associate principal**” means a member of the orchestra who is a second support role to the section principals.

“**Auxiliary instrument**” means an additional instrument to the musician’s primary instrument which the musician is called upon to play on a regular basis and which is an instrument for which the musician is employed to play as part of the musician’s position description

“**Award**” means and includes any federal award that binds the company on any basis.

“**Balance and seating**” means a call for the purposes of technical, acoustic and other operational adjustment prior to a performance in a venue

“**Board**” means the Board of Directors of the company

“**Brisbane City Centre**” means the area within the Brisbane Central Business District and includes the area within the South Bank precinct and the Queensland Cultural Centre

“**Call**” means attendance for duty at the direction of the company and shall include rehearsals, performances, recordings, rostered meetings, travel, auditions, promotional activities and educational and training activities as set out in Clause 9.3.6 and 9.3.7. Unless otherwise provided in this agreement, call durations are those specified in clauses 9.3.8 to 9.3.12 of this agreement inclusive

“**Casual musician**” shall mean a professional musician who is not a permanent company musician or a musician on a fixed term contract. A casual is engaged on a per call basis.

“**Chief Executive Officer**” (CEO) is the person appointed to manage the support services and performance arm of the company. A reference to CEO shall be construed as a reference to the appropriate delegated officer.

"Company" means the Queensland Symphony Orchestra Pty Ltd. Where an action or authority is provided by virtue of this agreement, company shall be read to include the appropriate delegated officer of the company.

"Concertmaster" means the first or principal violin or the instrumentalist who carries out the duties of Concertmaster

"Conductor" means the person who is responsible for musical direction of the call

"Conductor Leader" means a member of any group of players who plays and directs that group

"Cycle" means a period of 4 weeks as designated in the draft roster

"Day trip" shall mean any duty on a single day outside the Brisbane metropolitan area

"Doubling instrument" means an additional instrument(s) as required and includes a substitute instrument

"Doubling part" means an additional part(s) as required and includes a substitute part

"Draft roster" means the formal annual duty roster for the musicians

"Duty" shall mean the period of the rostered commencement time until the expiry of this time or until a musician is released and shall include: calls, travel as directed by the company, educational activities, training sessions and auditions.

"Educational activity" shall mean any lecture, demonstration, master class or workshop undertaken by one or more company musicians or ensembles

"Fixed-term musician" means a musician who is not a permanent musician, but has been engaged on a contract for some fixed period on a full-time basis in accordance with Clause 28

"Free day" shall be a period of 24 hours during which a musician is not required to be available for duty and such period shall not be deemed to have commenced until the expiration of eleven hours from the conclusion of the last rostered call. Notwithstanding any other clause of this agreement a "free day" shall be free of all duty unless otherwise determined by mutual agreement

"General rehearsal" means the final rehearsal. In a program requiring a choir, General rehearsal may also mean the penultimate rehearsal.

"Home base" means the company's rehearsal studios at 114 Grey Street, South Bank unless otherwise determined by agreement between the company and the Players' Committee

"Immediate family" the following are members of a musician's immediate family:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the musician;
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the musician.

"Lunch hour concert" means any concert, not being a schools concert, which commences between the hours of mid-day and 2.00 pm

"Management team" means the company's management team which includes, but is not limited to, the CEO and the Head of Departments (HOD's) within the company

"MEAA" or **"union"** means the Media, Entertainment and Arts Alliance. The Symphony Orchestra Musicians Association (SOMA) forms a sub-section of the MEAA

"Mixed appearance" call comprises a rehearsal, an interval and any performance that does not involve the use of stop/start technology (i.e. a public concert or a studio performance, but not a recording session)

"Musician" or **"player"** means a musician or player employed in the orchestra

"Mutual agreement" means an agreement reached between the Players' Committee and a simple majority of those musicians directly affected by the circumstances in which a condition of this agreement may be varied by mutual agreement.

"National standard" means the national standards required under *Fair Work Act 2009*.

"Operational call" means a call for which the musician is not required to play a musical instrument but is for the duties referred to in clause 9.3.7.

"Orchestra" means the body of established symphony orchestra musicians that the company employs, supports and promotes.

"Orchestra management" means the Director – Orchestra Management and his/her team.

"Ordinary call" means any call as defined in clause 9.3.6.

"Performance Review Panel" is a committee comprised of musician and management team representatives as set out in clause 8.6 to review performance standards in accordance with the procedures set out in Clause 30: "Performance Standard."

"Period of actual travel" is the period from the rostered commencement of travel from the terminal depot until the conclusion of that travel at the specified destination, including rest stops but excluding meal stops

"Permanent musician" or **"permanent member"** means a musician who is appointed to a position in the orchestra

"Players' Committee" means the committee established pursuant to this agreement to ensure musician consultation in management decisions

"Primary care-giver" is the person who assumes the principal role of providing care

"Principal" or **"principal musician"** means the leading musician of any group of 2 or more musicians of identical instruments in the orchestra. Where there is only one musician of any one instrument in the orchestra, the musician of that instrument.

“Public holidays” For the purposes of this agreement shall include Good Friday, Christmas Day, Labour Day, New Year’s Day, Australia Day, Anzac Day, Easter Saturday, Easter Monday, Birthday of the Sovereign, Boxing Day, Show Day or any other day gazetted as a Public Holiday in Queensland.

“Recording” is a visual and/or audio recording such as a recording for radio and/or television broadcast and includes a recording for any other purpose such as internet use (including web casting, podcasting etc) or any other new technology or application.

“Release from duty” shall mean:

- a) in a performance, when the Concertmaster or other person designated by the company, signals the end of the performance, or
- b) in all other work, when released by the Conductor or other person designated by the company, or
- c) for travel:
 - i. when returned to home base
 - ii. when away from Brisbane, on arrival at the hotel, rehearsal or performance venue as determined by advance agreement of the Players’ Committee

“Relevant employees” means the employee who may be affected by a major change

“Rest break” shall mean a period of relief from work which shall commence:

- a) in non-performance calls when the person designated by the company calls a break, or,
- b) in performance calls, when the Concertmaster leaves the stage or pit, and at the end of which the orchestra shall be reseated and ready to tune

“Reserve member” shall mean a nominated person involved in the full audition and selection process to be utilized in the event of a panel member being unable to fulfil their role on the Audition Panel.

“Roster” refers to the personnel required for each call or

“Rostered call” is a call that appears in the official printed roster of the company

“Schedule” refers to the dates and times of calls throughout the year.

“Schools concert” means any concert performed for school students and arranged in cooperation with the school concerned and/or education authorities in any state

“Section musician” means any musician who is not a Principal or Associate Principal

“Section Principal” means the leading musician of the following sections: first violin, second violin, viola, cello, double bass, flute, oboe, clarinet, bassoon, french horn, trumpet, trombone and percussion

“Sitzprobe” shall mean the first complete rehearsal of an opera when soloists and chorus join with the orchestra, generally in the performance or rehearsal venue

“Small ensemble” means a combination of less than 8 musicians playing independently of the orchestra or orchestra performance

“Specified period” shall mean a period of engagement set out in a letter of acceptance specifying a commencement date and a date of termination

“Stage orchestral” means a working rehearsal call involving costumes and stage direction

“Substitution” means the playing of any part scored for another instrument

“Supervisor” means any musician other than a section musician or the Director – Orchestra Management or the CEO as the circumstances dictate

“Support services” means the administrative arm of the company

“Queensland Symphony Orchestra Pty Ltd” (“the company”) is the employer

“Tour” shall mean the rostered circumstances in which the orchestra is required to be absent from the Brisbane metropolitan area for one or more nights

“Travel call” means a period of duty during which company directed travel is rostered subject to clauses 16 and 17

“Travelling time” means the period of time, while on a tour or day trip, spent in travel by transport arranged by the company on any journey from the time specified by the company for departure, to the time of arrival at the specified destination.

“Tutti musician” means a section musician

“Week” means the period commencing midnight Sunday and concluding at midnight the following Sunday

“Weekday” means any day other than a Saturday or a Sunday

“Working week” means a week containing 8 calls of duty, being equivalent to 24 hours of duty

7 ACCOMMODATION AND FACILITIES

The company shall provide within the workplace reasonable accommodation including lavatories and, where practicable, wash basins (with hot and cold water), rest rooms and lockers for the safe keeping of instruments.

8 CONSULTATION

8.1 Consultation Process – general statement

The parties agree to maintain an open consultative process. In this regard, the parties are committed to the mutual exchange of information and communication on matters affecting, or having the potential to affect, the activities or the functioning of the orchestra or the working environment. The parties recognise that for the consultative process to be successful, the process needs to enjoy the confidence of all major stakeholders. Consistent with commitments made under this agreement, the consultative process provides for participation by musicians in decision making that affects their working lives.

8.2 Agreement to establish Committees

The parties to this Agreement agree to establish a Players’ Committee and an Artistic Committee. The constitution and role of those Committees are set out in following sub-clauses.

8.3 Elected Committees and Management

The company will meet regularly with orchestra committees as is reasonable and appropriate. In normal circumstances these meetings shall occur at least once per month. This agreement accepts that the number and nature of orchestra committees may be varied by vote of the full time musicians from time to time in accordance with the needs of the organisation.

8.4 Players' Committee

Constitution of Players' Committee

- 8.4.1 The Players' Committee will be nominated annually from and elected by the permanent musicians of the orchestra.
- 8.4.2 The Players' Committee shall include a president, vice-president and any other positions as determined by the full-time musicians of the orchestra. Beyond these the composition of the Players' Committee shall be determined by the elected committee.

Functions of Players' Committee

- 8.4.3 This Committee shall provide the primary point of consultation between the company and the musicians of the company on all matters of an operational, administrative and managerial nature. The company recognises this committee or sub-committees as constituted from time to time as a representative committee with the power to make agreements with the company on operational matters and to negotiate industrial agreements between the musicians and the company.
- 8.4.4 This agreement recognises that administrative processes should not be separated from the music-creating process and that they impact on the quality, if indirectly nevertheless significantly, on the orchestra's performance.
- 8.4.5 Substantial elements of the company's operation must be determined in consultation with the musicians. This extends to matters such as:
- The appointment and termination of musicians;
 - Programming and time management;
 - Artistic, commercial and promotional activities;
 - Considering applications for variations to hours of employment in accordance with clause 25.
- 8.4.6 Players' committee representatives recognise they must have due regard to:
- The provisions of this Agreement and any relevant award; and
 - Company policy; and
 - The rights of trade unions to represent the interest of persons employed by the Company.
- 8.4.7 These matters are to be determined in collaboration with orchestra management and musicians to ensure that the orchestra retains and promotes a sense of artistic ownership and individual emotional participation.
- 8.4.8 The parties recognise that the responsibility for taking decisions including acting upon or not acting upon Players' Committee recommendations rests with the appropriate delegated company employee.

8.4.9 The Players' Committee in conjunction with the orchestra management will have responsibility in the following areas:

- Maintaining a healthy, non-confrontational work environment. This approach to workplace relations includes the fostering of a good, cooperative relationship between the musicians and the Chief Conductor/ Director – Artistic Planning.
- Negotiating agreements on a range of matters. Matter which can be negotiated include:
 - Future variations to this Agreement;
 - Matters which are not provided for by this Agreement (eg.tour conditions, commercial recording agreements).
- Planning and endorsing the forward schedule of annual rehearsals and performances, including the mid-year break.
- Make recommendations relating to the appointment or re-appointment of the following personnel:
 - Music Director;
 - The Chief Conductor/Director – Artistic Planning;
 - Principal Guest Conductor;
 - CEO; and
 - Other positions which may affect musicians subject to the provisions of any relevant industrial instrument or award or company policy.
- Ensuring that there is appropriate consultation on the Orchestra's performance standards, social and economic conditions and public profile.

8.5 Artistic Committee

Function

8.5.1 The primary function of the Artistic Committee is to represent the views of the players, as the primary point of consultation with management on all artistic and musical matters concerning the company.

Constitution of Artistic Committee

8.5.2 The Committee will comprise the Music Director (as and when the position is active), the Director – Artistic Planning and up to ten (10) musician representatives from the orchestra with at least two string musicians and at least two musicians from the remainder of the orchestra.

Committee musician membership duration and election procedure

8.5.3 The term of each musician member of the Artistic Committee will be two years. Every year the orchestra will conduct an election for one half of the musician member positions of the Committee. In each subsequent year the orchestra will conduct an election for the other half of the musician member positions. Members will be elected by 50% of the optional preferential vote. Outgoing members will be eligible for renomination through the usual process. (In the event that numbers of elected musician representatives indicates potential difficulty in establishing a quorum, additional members may be subsequently nominated and voted for by a show of hands by the orchestra).

8.5.4 The members of the committee shall elect one musician representative as Chair of the committee, as the first order of business at the commencement of the calendar year's proceedings.

Functions of Artistic Committee

- 8.5.5 Secretarial support will be provided by the Company. The primary task of the Secretary is to take minutes of meetings and assist the Chair in the administration of the committee.
- 8.5.6 Programming. The committee assumes responsibility for the following:
- Providing advice towards and endorsement of the overall shape of planning for the season;
 - Reviewing and evaluating the draft roster during the planning stage;
 - Assessing and making recommendations on conductors, soloists, artists and composers to be engaged by the company; and
 - Reviewing and determining the adequacy or appropriateness of repertoire in consideration of performance venues and associated issues (lighting, acoustics etc).
- 8.5.7 The management team will make artistic decisions after due consultation with the convened Artistic Committee.

Meetings

- 8.5.8 Meetings may be convened by the Chair of the Artistic Committee, the Director – Artistic Planning or the Music Director.
- 8.5.9 The quorum for meetings of the Artistic Committee shall include five musician representatives.
- 8.5.10 The Artistic Committee shall meet at least 10 times per year.
- 8.5.11 Meetings shall be printed in the cyclic roster but shall not count towards the orchestra's call cycle, except when they occur during rostered orchestral meeting times. However, each meeting shall count as a call worked in the musician's personal call count.
- 8.5.12 The Committee shall report on a regular basis to the players informing them of important artistic matters, typically through the Chair at full orchestra and/or company meetings.

8.6 Full Orchestra Consultation

A meeting of the full orchestra with the CEO and other support services staff as appropriate shall be scheduled a minimum of 4 times per year in the printed roster.

8.7 Election of Health and Safety Representatives and Contact Officer

Musicians shall also annually elect officers in the following roles:

- Two health and safety representatives who will sit on the Players' Committee; and
- A contact officer.

8.8 Consultation regarding major workplace change

Consultation with Players Committee regarding consideration of major workplace change

- 8.8.1 Where the Company is **seriously considering** major workplace changes that are likely to have a significant effect on Musicians, the Company shall notify the Players' Committee and MEAA. Such notification shall be in writing and provide all relevant information about the changes including the reasons for the changes, financial and artistic justification for the decision and any expected effects of the changes on musicians' employment and working conditions including any measures to avoid or minimise the termination of employment.

- 8.8.2 The company shall commence discussions with the Players' Committee and the MEAA as soon as practicable after notifying the parties in order to avert or mitigate any adverse effects on musicians which might ensue from the proposed changes. Such discussions shall address the possibility of redeployment and retraining whether or not redeployment can be effected.
- 8.8.3 The Company must give prompt and genuine consideration to matters raised about the Major Change by Players Committee and MEAA.
- 8.8.4 The parties agree to act in good faith in relation to the consultation process.
- 8.8.5 While consultation is occurring, the parties will abide by the status quo that existed immediately before the subject matter arose.

Consultation with Musicians if Definite Decision made regarding major workplace change

- 8.8.6 If following consultation with the Players' Committee and MEAA as set out above, the Company has made a **definite decision** to introduce major workplace changes that are likely to have a significant effect on Musicians, the Company must notify the Musicians covered by this Agreement of the decision to introduce the major change.
- 8.8.7 As soon as practicable after making its decision, the Company must discuss with the musicians:
- The introduction of the change;
 - The effect the change is likely to have on the Musician or Musicians; and
 - Measures the Company is taking to avert or mitigate the adverse effect of the change on the Musicians; and
 - For the purposes of the discussion – provide, in writing, to the Musician or Musicians:
 - All relevant information about the change including the nature of the change proposed;
 - Information about the expected effects of the change on the musicians; and
 - Any other matters likely to affect the musicians.
- 8.8.8 The relevant employees may appoint a representative for the purposes of the procedures in this term. If:
- A relevant employee appoints, or relevant employees appoint, a representation for the purposes of consultation; and
 - The employee or employees advise the employer of the identity of the representative;
 - The employer must recognise the representative.
- 8.8.9 The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.8.10 The employer must give prompt and genuine consideration to matters raised about the major change by the Musicians.
- 8.8.11 For the purposes of sub clause 8.8
- **'Good faith'** includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and to refrain from unfair conduct that undermines consultation.

- **'Major workplace change is likely to have a significant effect on employees'** if it results in:
 - The termination of the employment of employee/s;
 - Major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
 - The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - The alteration of hours of work;
 - The need to retrain employees;
 - The need to relocate employees to another workplace; and
 - The restructuring of jobs.

8.9 Consultation about changes to rosters and hours of work

- 8.9.1 Clauses 9.2 - Rosters and 9.3 - Workload and Call Conditions of this Agreement, deal with regular rosters and ordinary hours of work.
- 8.9.2 Where the Company proposes changes to Musicians' regular rosters or ordinary hours of work that are not reflected in clauses 9.2 and 9.3 the Company will:
- Provide information to the affected employees about the change; and
 - Invite affected employees to give their views about the impact of the change (including any impact in relation to family or caring responsibilities) and
 - Consider any views about the impact of the change that are given by the employees.
- 8.9.3 For the avoidance of doubt, an affected employee/s is entitled to be represented by a representative of their choice for the purposes of this clause.

8.10 Performance Review Panel

- 8.10.1 Purpose: To review individual musicians performance standards and recommend actions concerning any loss of proficiency procedure in accordance with the procedures set down in Clause 30 "Performance Standard".
- 8.10.2 Frequency: This panel will be convened only after a loss of proficiency process has been initiated by the Chief Conductor or in the Chief Conductors' absence the CEO.
- 8.10.3 Membership:
- 8.10.3.1 Membership of this panel shall comprise the CEO, Chief Conductor, Director – Artistic Planning, Concertmaster(s), Players' Committee representative and no less than 5 orchestral musicians; 1 of whom may be chosen by the person under review if he or she so desires.
- 8.10.3.2 The panel shall be chaired by the CEO
- 8.10.3.2 Orchestral musicians will only be selected by the following process:
- 8.10.3.2.1 Nomination by the CEO with the agreement of the Chief Conductor and/or Concertmasters, and
- 8.10.3.2.2 Endorsement after nomination by a 2/3 Majority of the musicians elected on the Artistic Committee.

8.10.4 Decision making:

8.10.4.1 The CEO, Director – Artistic Planning and Players' Committee representative are not permitted to vote on decisions made by the panel.

8.10.4.2 Decisions of the panel will be reached by a minimum of 2/3 majority of formal votes.

9 CONDITIONS OF EMPLOYMENT

9.1 General

9.1.1 A musician shall be required to work in accordance with the provisions of this agreement.

9.1.2 A musician who is required by the company to go on tour shall be deemed to be in the employment of the company at least from the rostered time of commencement of travel on the tour and to remain in that employment at least until the completion of travel on return from the tour unless, in the meantime, the employment has been terminated.

9.1.3 Subject to negotiation with the musician at the time that temporary or regular employment is offered, the company shall reimburse reasonable costs of fares and/or removal expenses and other associated costs incurred by a musician who is relocating from another state.

9.1.4 All permanent musicians acknowledge the company as their primary employer. Musicians undertaking other activities shall do so without compromising their work with the company. The CEO may instruct a player not to undertake outside duty. A breach of this clause may provide a basis for disciplinary action.

9.1.5 The salary prescribed by this agreement shall be paid to each permanent or contracted musician who, during any week, is ready and willing to perform the work provided for by the agreement irrespective of whether or not the musician is required to perform that work.

9.1.6 Unless mutually agreed to the contrary, or otherwise specified in a contract, if the employment of a permanent musician is to be terminated, notice will be given in writing by either the musician or the company:

9.1.6.1 of 12 weeks in the case of principals, and

9.1.6.2 of 6 weeks in the case of other musicians.

Notice may be given on any day. If the company terminates the service, it may pay to the musician 12, or 6 weeks' salary as appropriate, in lieu of notice.

9.1.7 Nothing in this agreement shall be deemed to restrict the right of the company to summarily dismiss a musician without notice for proven serious misconduct, and in the case of such a dismissal, wages shall be payable for the employment up to but not after the time of dismissal.

9.2 Orchestra Schedule and Rosters

9.2.1 The parties recognise that flexibility in scheduling is desirable. They are committed to establishing the most efficient and reasonable roster arrangements having regard to WH&S, family, artistic and professional considerations.

9.2.2 The schedule will be devised jointly by an orchestra management representative and a musician representative of the orchestra appointed by the Players' Committee.

- 9.2.3 Any change to the schedule call times for any day within a cycle shall be advised to all musicians and shall not be made with less than 14 days' notice prior to the day concerned. The 14 day notice period for change of scheduled call times may be waived for calls on tour by mutual agreement.
- 9.2.4 The draft schedule shall be subject to the agreement of the Players' Committee and any subsequent amendments shall be subject to the agreement of the Players' Committee. The 14 day notice period for change of schedule may be waived by the agreement of the Players' Committee.
- 9.2.5 A minimum of a 7day period of notice for change of schedule shall apply to casual players, the notice period may be waived with the agreement of the Players' Committee.

9.3 Workload and Call Conditions

- 9.3.1 Where possible work will be contained within 4 days of any week and at least 2 of the free days shall be consecutive. In order to undertake a wide range of performance projects, the members of the company recognise that variations to this objective may require flexibility of working conditions.
- 9.3.2 Each musician's working hours shall be categorised into "calls". Each call, unless otherwise provided, and regardless of the actual time allocated to that call, shall count as three hours' work for the purposes of payroll related matters, leave entitlements and for the calculation of hourly pay rates.
- 9.3.3 The maximum annual call requirement for any musician shall be 315 duty calls comprising: 300 playing calls and 15 operational calls.
 - 9.3.3.1 A call shall be allocated to a permanent or contract musicians call count if
 - (i) the musician attends that call as required, or
 - (ii) the musician is rostered to attend that call and the roster is altered within seven days of the call date so that the musician is no longer required for the call, or
 - (iii) the call falls during periods of a workers' compensation process
 - 9.3.3.2 The calls counted towards a musician's annual call requirement during a period of Personal Leave or Leave Without Pay will be the number of calls that a musician would normally have been rostered to work during the period of leave up to 14 consecutive days. For an extended period of leave, the portion greater than 14 days will be calculated at the rate of 7 calls per week.
- 9.3.4 Subject to clause 9.3.3, the annual duty is to be rostered up to and not exceeding the following limits:
 - 9.3.4.1 the maximum number of calls in a week will be 10;
 - 9.3.4.2 no more than two 10 call weeks may be rostered consecutively;
 - 9.3.4.3 no more than two calls will be worked in any day; and
 - 9.3.4.4 no more than eight days shall be worked consecutively.
 - 9.3.4.5 no more than 10 weeks greater than 8 calls
 - 9.3.4.6 no more than 6 weeks greater than 6 days

9.3.5 Playing calls are:

- 9.3.5.1 rehearsals;
- 9.3.5.2 general rehearsals;
- 9.3.5.3 performances;
- 9.3.5.4 stage orchestrals;
- 9.3.5.5 sitzprobes;
- 9.3.5.6 educational activities – which includes any demonstration, undertaken by one or more company musicians or ensembles;
- 9.3.5.7 recordings – meaning a recording in any medium;
- 9.3.5.8 publicity activities that require playing an instrument;
- 9.3.5.9 mixed appearances comprising:
 - 9.3.5.9.1 a rehearsal;
 - 9.3.5.9.2 an interval;
 - 9.3.5.9.3 a performance (public performance or a studio performance) but not a recording session;
- 9.3.5.10 travel;
- 9.3.5.11 audition activities; and
- 9.3.5.12 undertaking the duties and functions of the Artistic Committee or the Players' Committee.

9.3.6 Operational calls comprise:

- 9.3.6.1 meetings;
- 9.3.6.2 media or publicity activities that do not require playing an instrument;
- 9.3.6.3 training as directed by the company;
- 9.3.6.4 work health and safety activities; and
- 9.3.6.5 other non-playing activities agreed between the company and the Players' Committee
- 9.3.6.6 but not informal, ad hoc or brief meetings between a musician or a group of musicians and the company or the musicians' supervisor occurring when a musician or a group of musicians is present for another rostered call.

9.3.7 Musicians may be required to work up to 3 hours for the following calls, subject to Clause 10:

- 9.3.7.1 general rehearsal;
- 9.3.7.2 performance;
- 9.3.7.3 mixed appearance;
- 9.3.7.4 stage orchestral;
- 9.3.7.5 sitzprobe;
- 9.3.7.6 undertaking the duties and functions of the Artistic Committee or Players' Committee;
- 9.3.7.7 meetings; and
- 9.3.7.8 any operational call.

9.3.8 For the following calls, musicians may be required to work up to 2½ hours:

- 9.3.8.1 rehearsals;
- 9.3.8.2 recordings; and
- 9.3.8.3 publicity activities that require playing an instrument.

9.3.9 A single school concert or lunch hour concert shall count as 1 call of 2 hours duration.

- 9.3.10 A school concert or lunch hour concert that includes 2 consecutive concerts each of 75 minutes or less is deemed to be 1 call of 3 hours duration.
- 9.3.11 Calls for balance or seating are for a 1 hour maximum of work.
- 9.3.12 Except by mutual agreement, the first call of any day shall not begin before 9.00 a.m. and the last call of any day shall be completed by midnight provided that the maximum spread of hours in any one day in which calls can be rostered shall be 14 hours. Touring and travel require greater flexibility and actual travel may commence earlier as per Clause 17.9.
- 9.3.13 The first call of any day shall not commence within 11 hours of the musician concerned last having performed duty, except where the orchestra returns from a regional tour when the first call shall not commence within 12 hours of arrival at the home base.
- 9.3.14 A minimum period of 1 hour shall be allowed for lunch between the hours of midday and 2.30 p.m. and for dinner between the hours of 4.30 p.m. and 7.30 p.m. respectively, unless varied with the written agreement of the Players' Committee. The provisions of this subclause shall not apply to a lunch hour concert which constitutes the first call for the day and which commences not earlier than 12.30 p.m.
- 9.3.15 For stage and theatre work, a minimum period of 1 hour shall be allowed for lunch between the hours of 11.00 a.m. and 3.00 p.m.
- 9.3.16 Where a musician is required to change into evening clothes for an evening performance, a break of not less than 2 hours shall be allowed to the musician, provided that with the written agreement of the Players' Committee the break may be as short as 1 hour.
- 9.3.17 Where a call begins after 1.00 p.m. and a subsequent call is made on the same day, an interval of not less than 1 hour and not more than 2 hours shall elapse between the calls; except that the interval may exceed 2 hours where both calls involve a performance, provided that the length of the interval may be increased or decreased with the written agreement of the Players' Committee.
- 9.3.18 Where 2 performances are to be rostered on the one day, the second performance shall in all cases be a full repeat, or a repeat of a portion only, of the first except:
- 9.3.18.1 where both performances involve staged or theatre work, or
 - 9.3.18.2 where the first performance is a school concert and the second an evening concert, both to be performed outside Brisbane CBD, or
 - 9.3.18.3 where in the case of an educational performance and an evening ballet or opera performance in Brisbane, there is mutual agreement that the repertoire and length of both performances are such that artistic standards would not be compromised, or
 - 9.3.18.4 where in the case of 2 schools performances scheduled during 1 call, minor variations to programming may be included subject to mutual agreement that the repertoire and length of both performances are such that artistic standards would not be compromised or
 - 9.3.18.5 where the Artistic Committee agree to perform 2 performances of different programs within the same day.

- 9.3.19 Subject to clause 39, this clause and 9.3.21 below, a musician will not be required to work for a period in excess of 90 minutes without a 15 minute rest break (which shall count as time worked), provided that, unless otherwise agreed by the Players' Committee, a rest break shall not occur in any live performance of a single work intended by the composer to be performed uninterrupted.
- 9.3.20 Notwithstanding any other provision of this agreement or the award, rest breaks during non-playing calls will be taken at mutually convenient times.
- 9.3.21 At the discretion of the Conductor, and subject to mutual agreement, calls of 2 hours without a break may occur with no additional remuneration in lieu of calls scheduled for 2 and one-half hours.
- 9.3.22 Except by mutual agreement, a musician shall not be required, without additional payment as for an extra appearance, to attend for duty within 2 hours from the time the musician finishes travelling on any tour or day-trip. This does not apply if the trip is to the Queensland Gold Coast or Caloundra in Queensland in which case a musician may be required to attend duty 1 hour from the time the musician finishes travelling.
- 9.3.23 Except by mutual agreement, duty shall not be required for 2 hours before an evening performance except in the case of travel for a day-trip to the Queensland Gold Coast or Caloundra in Queensland.
- 9.3.24 Except in the case of a schools performance or a mixed appearance call, when musicians are engaged in a public performance they shall not be required at such a call to perform any duty other than one such public performance.
- 9.3.25 Where a musician is called for a "mixed appearance call" a minimum 15 minutes interval shall be allowed between rehearsal and performance and there shall be a maximum of 90 minutes rehearsal.
- 9.3.26 A rehearsal shall not take place after an evening performance without additional payment being made as for an additional call.
- 9.3.27 Where the only call of the day is in the evening and it is for a mixed appearance that call may be made to commence any time after 5.00 p.m.
- 9.3.28 Where an evening call is made for a major subscription concert or for a concert performance involving similar symphonic repertoire (as determined by the Artistic Committee) to be performed in the city centre, any prior call during that day shall end not later than 1 p.m. and shall not involve a live performance, unless varied with the written agreement of the Players' Committee.
- 9.3.29 No calls will be scheduled on Mondays except where this cannot be avoided for touring related activities. No musician will be rostered on a Monday or Tuesday following a Sunday playing call.

10 STAGED OPERA AND BALLET

- 10.1 For every staged opera, the company may schedule 4 by 3 hour rehearsal calls which embrace sitzprobe, stage orchestral and final rehearsals.
- 10.2 For semi-staged, or concert versions of an opera, the company may schedule 3 by 3 hour rehearsal calls which embrace sitzprobe, stage orchestral and final rehearsals. For QSO opera events, including gala type events, the company may schedule up to 3 by 3 hour calls only with prior written approval of the Players Committee.
- 10.3 For ballet, the company may schedule 2 rehearsal calls of 3 hours duration, which may include calls for dress rehearsals and/or general rehearsal.
- 10.4 Permanent and contract musicians rostered to perform in orchestral pit work shall be available for all scheduled calls associated with that activity, unless mutually agreed in the interests of flexibility, and achieving an equitable workload within a section.
- 10.5 All calls worked, or on standby, will be allocated to the musician's annual call count, unless it is specified that they are not required, e.g. sectional rehearsals, or clearly defined respite calls for which the musician is rostered off and cannot be designated as on standby.

11 SUNDAYS

- 11.1 Individual permanent or fixed term musicians may be rostered to work on ten (10) or more Sundays in any calendar year, subject to the following conditions:
 - 11.1.1 Sundays one (1) to eight (8) may be rostered at ordinary time.
 - 11.1.2 Sundays nine (9) and ten (10) may be rostered at ordinary time for which an extra call will be credited to the individual's call count for each call worked.
 - 11.1.3 While on tour or on a Day Trip Sunday Rostered calls may be used for performances, Mixed Appearances, Balance or travel calls, subject to Clause 17.1.
 - 11.1.4 In any calendar year two of the Sundays may include a full rehearsal in the same venue and of the same program. In this case the following Monday will be a free day. Such occurrences should be limited to opportunities that are of commercial benefit to the Company.
- 11.2 If a musician is rostered in excess of ten (10) Sundays per year, each applicable call shall be paid a Sunday loading subject to clause 14.5.
- 11.3 A musician must actually work the call(s) rostered for a Sunday for the call(s) to be credited against the musician's annual duty, except that:
 - 11.3.1 the company may roster individual musicians to be on standby for a call or calls for a particular Sunday, subject to giving the usual 14 days' notice required by clause 9.2; and
 - 11.3.2 those call/s for which the musician is on standby will be credited against the musician's count of Sunday calls per calendar year.
- 11.4 The ninth and subsequent Sundays should be used subject to consultation with the Players' Committee and should not be used for rehearsals for Opera Queensland or Queensland Ballet.

12 PUBLIC HOLIDAYS

12.1 General

- 12.1.1 A public holiday that is not worked shall attract a credit of 2 playing calls for the closest relevant period during which the public holiday falls. Public

Holidays may be added to the mid-year break by mutual agreement between Orchestra management and the Players Committee.

- 12.1.2 Where any of the days specified as a holiday fall on a Sunday and that holiday is generally observed on an ordinary week-day which would not otherwise be observed as a holiday, work done on that ordinary week-day shall be deemed to be done on the holiday and shall be paid for accordingly.
- 12.1.3 Musicians will not be required to rehearse or perform or otherwise attend the workplace on Christmas Eve.

12.2 Payment for Work On Public Holidays

- 12.2.1 Any calls made on a public holiday shall be subject to the following conditions:
 - 12.2.1.1 On Good Friday, Christmas Day, Labour Day, payment at the rate of double time shall be made for each call.
 - 12.2.1.2 On New Year's Day, Australia Day, ANZAC Day, Easter Saturday, Easter Monday, Birthday of the Sovereign, Boxing Day, Show Day, any other day observed as a public holiday in Queensland, payment at the rate of time and one half shall be made for each call.

13 MID YEAR BREAK

- 13.1 Each musician, other than a casual musician is entitled to a paid mid-year break. The mid-year break is required as part of ensuring the musicians' work health and safety. Accordingly, the mid-year break will be rostered as a minimum of 9 consecutive days at a time determined in consultation with the Players' Committee.
- 13.2 The company may roster up to 2 mid-year break periods and may allocate musicians to those periods subject to the following:
 - 13.2.1 if more than one mid-year break period is rostered and a musician's spouse or partner is also a musician, then both must be rostered for the same mid- year break period unless they request otherwise
 - 13.2.2 all musicians will receive notification of the dates of the mid-year break to which they have been allocated at the beginning of the work year.
- 13.3 Annual leave loading is not paid for the mid-year break.

14 OVERTIME

- 14.1 A musician who works outside the limits prescribed in clause 9.3 is entitled to overtime.
- 14.2 Notwithstanding any other clause of this agreement or any other clause of the award, where it could be construed that more than one entitlement accrues for the same period of extra duty or disability, only the higher of those entitlements shall accrue.
- 14.3 Any time worked after the prescribed time for a call shall be paid for at the rate of one and a half times the relevant hourly rate for the musician's classification or acting classification; this rate will apply until midnight. After midnight the rate shall become double time.
- 14.4 In the case of rehearsals on the day of a public concert, all overtime worked in excess of fifteen minutes shall be paid for at double time, based on the rate for that musician's classification or acting classification.

- 14.5 Overtime shall attract payment of one and a half times the relevant rate for the musician's classification or acting classification except on public holidays and on Sundays, when the payment will be at double time.
- 14.6 All overtime shall be calculated in 15 minute periods provided that the first 5 minutes in the first 15 minute period shall be disregarded in the case of non-performance calls, up a limit of 4 calls per cycle.
- 14.7 Overtime up to 30 minutes may be called at the conclusion of any call without consultation. Additional overtime may be worked only with mutual agreement.
- 14.8 Overtime worked after the prescribed time for a call on any public holiday will be paid at double time.
- 14.9 The minimum break periods cannot, without mutual agreement, be reduced because of overtime being worked on a previous call. Where overtime provisions are exercised and any subsequent call commences late, the second call may be extended to allow the full length of the call without further overtime payment.

15 TRANSPORT IF NO PUBLIC MEANS AVAILABLE

- 15.1 If at the conclusion of any engagement public transport is not available and a musician is unable to return home by public conveyance, the company shall be responsible for the transport home of that musician.

16 DAY TRIPS

- 16.1 A day trip shall mean any duty on a single day outside the Brisbane metropolitan area. A day trip shall consist of 1 call for a performance or mixed appearance and a second call for travel. A meal allowance or a meal shall be provided by the company on a day trip to a venue further than 50 km from the home base.
- 16.2 Travel for a day trip shall not commence before 9.00 a.m. and shall end no later than midnight. Travel time while on a day trip is credited towards a musician's annual call count on the basis that travel of up to 3 hours duration counts as 1 call. The 3-hour travel time call of a day trip may be split between the outgoing and return journeys.

17 TOURING AND TRAVEL

- 17.1 Time spent travelling while on tour will be credited towards a musician's annual call count, as calculated under the following formula:
 - 17.1.1 Total travel time up to 5 hours in any 1 day shall count as 1 call. Total travel time in excess of 5 hours in any 1 day shall count as 2 calls.
 - 17.1.2 Total travel time up to 3 hours on any Sunday or public holiday shall count as 1 call. Total travel time in excess of 3 hours on any Sunday or public holiday shall count as 2 calls.
 - 17.1.3 No playing calls will be rostered in any day when the period of actual travel exceeds six and a half hours. No more than 1 playing call will be rostered in any day when the period of actual travel exceeds four hours, but is less than six and a half hours. Provided that nothing in this paragraph shall operate so as to prevent a scheduled performance from taking place where the period of actual travel is exceeded due to circumstances, which are:
 - 17.1.3.1 reasonably beyond the control of the company
 - 17.1.3.2 reasonably within the control of the company and payment is made for an additional call
 - 17.1.4 For the purposes of this subclause, a day is the period from midnight to midnight.

- 17.2 Where work is to be done by a musician at a place which is outside a 50 kilometre radius of the city or town measured from the GPO or Post Office where the engagement is made, the musician, wherever practicable, shall be provided with appropriate transport. When travelling by air, the time of departure and arrival of the musician shall be deemed to be the scheduled time of departure from and actual time of arrival at the scheduled destination. Where transport is not provided, the musician shall be paid an appropriate allowance as agreed by orchestra management and the Players' Committee.
- 17.3 Transport shall be provided by the company between home base, airports, hotel, performance and rehearsal venues, except when accommodation and/or venues are within easy walking distance of one another.
- 17.4 Where possible and it is viable, coaches provided by the company will be fitted with a toilet. The parties may mutually agree to vary these arrangements.
- 17.5 A musician, when travelling by train at night, shall be provided with sleeping accommodation, or if sleeping accommodation is not provided, shall be paid the sum which is charged to the public by the appropriate railway department for that sleeping accommodation.
- 17.6 The company shall transport (or pay the reasonable cost of transportation) double bass, harp, drums, contra bassoon, cello, tuba, bass clarinet, percussion and other bulky instruments when they are to be used for the purposes of the employment.
- 17.7 In the case of travel by road, the orchestra shall be allowed a comfort stop to a maximum of 15 minutes in each period of not more than 2 hours.
- 17.8 Where tours extend beyond 1 week, no public or celebrity performance shall take place within 3 days after the completion of the tour.
- 17.9 Except by mutual agreement, actual travel on any day shall not commence before 8.30 a.m. whilst the orchestra is on tour. This prohibition does not apply to the first day commencing a tour.
- 17.10 Where on any day by a requirement of the company a musician undertakes an engagement away from home and time actually worked plus travelling time exceeds 7 hours, all time of travel in the excess shall be paid for at half the prescribed rate per hour for a base grade musician in the regular unit in which the musician is engaged:
- 17.10.1 provided that this sub-clause shall not apply to travel on tours or to time of travel between the hours of 10.30 p.m. and 7.00 a.m. where the musician is provided with sleeping accommodation.
- 17.11 Where a musician is on tour and time actually worked plus travelling time in any week exceeds 34 hours (time actually worked at the home station in any weekly period being taken into account for the purpose of establishing the excess for that period), all time of travel in the excess shall be paid for at half the rate per hour for a base grade musician in the unit to which the musician is attached:
- 17.11.1 provided that no payment shall be made with respect to time of travel between 10.30 p.m. and 7.00 a.m. when sleeping accommodation is provided, and
- 17.11.2 no payment as provided in this sub-clause shall be made in respect of time of travel paid for in pursuance of clause 17.12.
- 17.12 If a musician is required to travel on a free day he/she shall be paid for all such time of travel at the rate of time and one half but no such payment shall be made in respect of time between 10.30 p.m. and 7.00 a.m. during any journey on which the musician is provided with sleeping accommodation. All time paid for under

this sub- clause shall be excluded from the total hours for the purpose of sub- clause 17.11 above.

- 17.13 Notwithstanding the other provisions of this clause, the terms and conditions of employment to apply for international tours shall be subject to the mutual agreement of the Players' Committee and the parties to this agreement.
- 17.14 Notwithstanding the other provisions of this clause, the terms and conditions of employment to apply for regional tours of small ensembles shall be subject to the mutual agreement of the company, the Players' Committee and the relevant musicians rostered for the tour.
- 17.15 A musician, other than a permanent musician, shall be engaged as a fixed term musician when the tour exceeds 3 days.
- 17.16 A musician shall not be required to travel beyond the boundaries of the home state so that the absence from that state is for a period of more than 3 weeks on any one occasion or more than an aggregate of 8 weeks on more than 3 occasions, in any one year.

18 TOUR LOADING

- 18.1 A musician when on tour shall, for each complete week spent on tour, be credited with 10 percent of the weekly rate prescribed in this agreement and in respect of any incomplete week one sixth of 10 percent of that rate for each day so spent, and one twelfth of 10 percent of that rate for each half day so spent. In computing the allowance under this subclause, a period of absence not exceeding 12 hours shall be regarded as a half day's absence and exceeding 12 hours but not exceeding 24 hours shall be regarded as 1 day's absence.

19 TRAVEL ALLOWANCE

- 19.1 When musicians are required to be absent from their usual place of residence they shall be paid a travel allowance equal to the current "reasonable amounts" for such allowances set down by the Australian Taxation Office, as varied from time to time. The company at its discretion may provide accommodation and/or meals in lieu.
 - 19.1.1 Accommodation provided by the company in lieu of an accommodation allowance shall be a minimum three and a half star standard unless accommodation of this standard is unavailable. The company will provide single room accommodation except where individual musicians indicate their agreement to share accommodation.
- 19.2 The allowance prescribed by this clause shall be payable to an employee from the time of departure from home base to undertake an engagement or engagements until the time of return to headquarters after completion of that engagement or engagements. Headquarters for the purposes of this subclause shall mean the city or town where the employee is usually stationed.
- 19.3 Where in any case the company is satisfied that an employee reasonably incurred travelling expenses in excess of the allowance prescribed in this clause, the company may increase the allowance payable to that employee.

20 PRIMARY CARE-GIVERS ON ORCHESTRAL TOURS

- 20.1 A musician who has a child under 2 years of age and is the primary care-giver to that child will not be required to tour unless voluntarily.
- 20.2 When the company provides transport for orchestral tours and primary care-givers are not permitted to carry their infants on that transport, the use of a vehicle may be approved, and reasonable expenses incurred by the primary care-giver may be reimbursed. The use of a private vehicle may only be approved for tours that involve a reasonable day's driving. This must be accordance with QSO

WHS policy and legislation that may affect.

- 20.3 For primary care-givers who are unable to tour as a result of the operation of this clause, orchestra management will exert its best efforts to ensure that there is no disadvantage to the particular musician. Options in this regard, include but are not limited to, by mutual agreement, providing other related work for the musician, rostering the musician off for the period of the tour and giving the player the option of using unpaid parental leave.
- 20.4 Subject to sub-clause 20.3 a primary care-giver who is unable to go on tour will not lose normal salary.

21 SUPPLY OF SPECIAL DRESS

- 21.1 Where a musician is required to wear special dress other than evening dress, the company shall supply that special dress. Such special dress shall be clean and in good condition and the cost involved shall be borne by the company.

22 ABSENCE FROM DUTY

- 22.1 A musician must notify orchestra management or cause orchestra management to be notified as soon as practicable after becoming aware that they will be unable to attend work through illness or for any other reason.
- 22.2 A musician who is absent from duty and who is not on an authorised absence with pay approved by the company in accordance with other provisions of this agreement or other relevant legislation, shall lose pay proportionate to the time of the absence.
- 22.3 A musician shall not perform work as a player in other paid activity:
- 22.3.1 whilst on personal leave, or
 - 22.3.2 without an agreed return to work plan in accordance with relevant workers' compensation legislation, or
 - 22.3.3 in the case of absence from duty for any other reason, without written approval of the CEO.
- 22.4 The company may require satisfactory evidence before authorising the absence as either paid or unpaid. If a dispute arises as to the deduction of pay on the ground that satisfactory evidence has not been produced, the question as to whether the evidence should have been accepted by the company as satisfactory, will be determined by FWA in accordance with Clause 33 (Grievance and Dispute Resolution).
- 22.5 Nothing in this clause shall affect any right of the company to terminate employment in accordance with the provisions prescribed elsewhere in this agreement.
- 22.6 Nothing in this clause can be construed as affecting the rights and responsibilities of the parties prescribed by relevant legislation.
- 22.7 A breach, or continued breaches of, the provisions of this clause may be regarded as misconduct, or serious misconduct for the purposes of this agreement.
- 22.8 A musician attending a non-playing call, who leaves prior to the expiration of the call without permission, shall lose pay for the balance of the call and may be subject to disciplinary action.

23 UNAUTHORISED ABSENCE

- 23.1 For an absence to be authorised it must be approved by orchestra management. The following process will be followed by the company in the event of an unauthorised absence.

- 23.2 If a musician is on an unauthorised absence over a period of more than 7 days, a letter will be sent to the musician's last known address by registered mail advising that the absence is unauthorised, seeking an explanation of the absence and requesting that immediate contact be made with orchestra management.
- 23.3 If there is no response, or an acceptable reason for the absence is not forthcoming within a further 7 days, and the absence continues, a second letter will be sent to the musician by certified mail stating that the absence continues to be unauthorised, and failure to return to duty within a further 7 days will result in a termination of the services of the musician as per Clause 9.1.6.
- 23.4 If a musician does not return to duty as directed, the musician's services will be terminated forthwith, and all outstanding monetary entitlements (if any) will be paid into the musician's bank account.

24 INSURANCE OF INSTRUMENTS

- 24.1 The company will insure against loss or damages for all instruments which may be:
- 24.1.1 owned by any player and used while carrying out his/her duties
 - 24.1.2 on loan to any player and used while carrying out his/her duties and shall apply 24 hours a day and 7 days a week with worldwide coverage.
- 24.2 The insurance cover for each item shall be the amounts detailed in the company's insurance policy schedule.
- 24.3 The company will meet all excesses and other costs which the insurer may stipulate.
- 24.4 The company will not be responsible for losses where the musician has not provided to the company relevant information regarding the value or ownership of the instrument.
- 24.5 The company shall provide the Players' Committee with a copy of the insurance policy and will make copies of the policy generally available to musicians on request.
- 24.6 In the event of any material change to the terms of the insurance policy, the company will immediately advise the Players' Committee.

25 MUSICIANS WITH FAMILY RESPONSIBILITIES – PART-TIME PROVISIONS

- 25.1 Objectives: The parties to this agreement are supportive of assisting musicians to balance their work with their family commitments. There exists a need for special provision to meet the conflicting demands of maintaining the highest level of artistic and professional standards, and enabling musicians to fulfil their family responsibilities.
- 25.2 Commitments: The company commits to giving full consideration to requests for part-time work under these provisions and to ensure part-time musicians are integrated into the orchestra's activities. The musician commits to maintaining full professional standards of:
- 25.2.1 performance
 - 25.2.2 musicianship, and
 - 25.2.3 individual commitment to the orchestra.
- 25.3 Part-time work will only be made available for the purposes of family responsibilities.
- 25.4 Part-time work is only available at the request of a permanent musician who has successfully auditioned for a position in the orchestra.

- 25.5 Musicians taking up part-time work will not undertake other professional paid employment.
- 25.6 Part-time musicians will be required to work no less than 50% of the calls per annum of a full time musician in the same section of the orchestra. As far as possible, workload will be distributed evenly across the year, with the exact distribution of the workload being agreed between the musician and the company.
- 25.7 Subject to the agreement of the company an employee may work part-time up to the second anniversary of the date of the birth or adoption of a child.
- 25.8 Part-time musicians will be entitled to employment conditions available to full-time employees on a pro-rata basis. The implications for entitlements will be advised to the musician at the time of entering into the part time arrangements.
- 25.9 Simultaneous part time employment will be considered for:
 - 25.9.1 up to 2 members of any string section, and
 - 25.9.2 1 member from each of the other sections of the orchestra.
- 25.10 Part-time musicians will be paid fortnightly pro rata of the salary of a full time musician, in such proportion as the hours of the part-time musician relate to the full time hours for the classification for which the musician is employed.
- 25.11 Applications to work part time will only be considered with 3 months written notice. The musician may return to full-time employment after giving 6 months written notice of his or her intention to do so.
- 25.12 Applications to access or to continue part-time employment will be considered by the Players' Committee having regard to the following criteria:
 - 25.12.1 the availability of suitable casual players, and
 - 25.12.2 the age of children/frailty of elderly relatives or other family considerations, and
 - 25.12.3 the degree to which part-time provisions have already been accessed, and
 - 25.12.4 the length of the musician's service with the orchestra, and
 - 25.12.5 the practicalities of the position being part time.
- 25.13 Agreements entered into under these provisions are to be reviewed every 2 years or earlier at the player's request.
- 25.14 The Players' Committee and QSO Management will monitor the operation of these provisions.

26 CASUAL EMPLOYMENT

- 26.1 A casual employee is one engaged on a per call basis. Such employment shall be confirmed in writing.
- 26.2 A casual musician shall be paid at the appropriate hourly rate derived from the classification rates contained in Clause 36.1 - Rates of Pay plus a loading of 25%.
- 26.3 For work performed by a casual employee on a Sunday, a Christmas Day, a Good Friday or a Labour Day, the rate of pay shall be double the appropriate rate prescribed by the foregoing provisions of this clause. On other public holidays as given in clause 12.2.1.2, the rate of pay shall be time and one half for each call.
- 26.4 Unless at least 14 days prior notice of cancellation of an agreement is given, casual engagements shall be paid for whether held or not.
- 26.5 If a casual or fixed term musician's engagement is terminated, all moneys due shall be paid by the first payday immediately following the pay period in which the

musician's engagement is terminated.

- 26.6 Whenever possible, casual employees required to go on tour shall be given at least 14 days' notice of the touring engagement.

27 REDUNDANCY PROVISIONS

- 27.1 Where the company no longer wishes to employ any musician in a particular permanent position, it will, where possible, attempt to satisfy the redundancy action through the canvassing of volunteers before any involuntary action is contemplated. The company may accept or reject any volunteer. The company may not earlier than 4 weeks after the written notification to the union and the Players' Committee, advise a permanent musician that they are excess to requirements and terminate employment with due notice or payment in lieu.
- 27.2 In addition to any payment in lieu of the normal period of notice for termination and any other accrued entitlements, a permanent musician whose position has been declared redundant will receive a redundancy payment which equates to 2 weeks salary for each completed year of service with pro-rata calculation to the nearest month. The minimum redundancy payment is 4 weeks and the maximum payment is 77 weeks salary, provided that no employee will receive less than the National Employment Standards. In calculating this payment salary will include any higher duty payments where higher duties have been performed for a continuous period of twelve months prior to the date of separation.
- 27.3 A musician whose employment has been terminated due to redundancy may cease working during the notice period and in that circumstance, shall not be entitled to payment in lieu of notice for that time. A musician shall be allowed 1 day's leave with pay during each week of the notice period for the purpose of seeking other employment. The company may require proof of attendance at an interview or a statutory declaration by the musician to this effect.
- 27.4 A termination of employment due to redundancy will constitute an involuntary retirement for superannuation purposes in accordance with the Superannuation Guarantee (Administration) Act 1992.
- 27.5 This clause has no application in respect to musicians who are not permanent members of the orchestra. For clarity it does not apply to a musician engaged on a trial basis or one who is engaged on a short-term contract.

28 FIXED-TERM CONTRACT EMPLOYMENT

- 28.1 Fixed-term contracts may be offered, subject to consultation with the Players' Committee about the need for contract employment, in the following circumstances:
- 28.1.1 for positions of Concertmaster and Co-concertmaster
 - 28.1.2 to musicians of non-resident status for positions which have been difficult to fill
 - 28.1.3 in order to attract an exceptional musician to enhance and strengthen the orchestra for specified programs or periods of time, and
 - 28.1.4 other positions from time to time as agreed.
- 28.2 All contract musicians will be offered a written contract, which will contain the following minimum information:
- 28.2.1 the date of commencement and expiration of the contract
 - 28.2.2 the salary and any applicable allowances
 - 28.2.3 position and location
 - 28.2.4 the responsibilities of the position, and

- 28.2.5 the rights and obligations of the parties.
- 28.3 The total terms and conditions of the package provided under the terms of the contract shall not be less than the total of the terms and conditions of this agreement.
- 28.4 If a contract of 12 months or more duration is not to be renewed, the musician shall be advised at least 2 months prior to the expiration date of the contract.
- 28.5 Contracts shall not be used to undermine establishment strength.
- 28.6 The parties shall monitor the application of this clause.
- 28.7 Notwithstanding the provisions of this clause, contract engagements in the following circumstances shall not require Players' Committee deliberation:
 - 28.7.1 the engagement of musicians for casual employment
 - 28.7.2 the engagement of musicians to externally funded positions
 - 28.7.3 the engagement of musicians to backfill positions to cover absences of regular musicians on leave, or
 - 28.7.4 to fill temporary vacancies.
- 28.8 Apart from the employment situations referred to in subclause 28.7, in making a decision under this clause the CEO shall take into account the recommendations of the relevant audition panel or Players' Committee as appropriate.

29 SELECTION AND APPOINTMENT

29.1 Commitment

The audition and trial process allows the company to attract and appoint the finest musicians. The selection criteria, as prescribed in this agreement, demonstrate a commitment to the highest artistic standards and aspirations of the company. All matters concerning selection and appointment not covered by this agreement will be in accordance with QSO Audition and Appointment Policy. This policy will be agreed by the Management Team and QSO Players' Committee and will only be altered by their agreement.

- 29.1.1 The company may recruit musicians of non-resident status providing that it shall advertise twice in Australia before advising the Players' Committee of its intention to advertise overseas. Musicians recruited as non-resident musicians who are nearing completion of their contract of employment may be offered a further contract of employment or ongoing employment subject to satisfying Australian immigration requirements.

29.2 Selection Criteria

- 29.2.1 The primary selection criteria for musician positions will be playing ability. Selection Criteria comprises minimum competencies described in the Job Description (see Appendix 1).
- 29.2.3 The selection process will comprise of audition, trial assessment, and may include an interview.
- 29.2.5 All selection decisions will be by secret ballot unless the panel members agree otherwise.

29.3 Audition Procedure

- 29.3.1 Auditions form the first part of the selection process.
- 29.3.2 Each audition will have a fixed and limited repertoire requirement along with a selection of orchestral excerpts.
- 29.3.3 Auditions shall be conducted in accordance with QSO Audition and

Appointment Policy, which outlines panel membership and voting procedure. The decision to advance a candidate beyond the first round will be made by secret ballot without discussion, and will require a supporting vote from at least 50% of the panel. In subsequent rounds the decision to advance a candidate to the next round will be made by secret ballot and will require a supporting vote from at least 60% of the panel.

- 29.3.4 A candidate may be offered a trial period if, following discussion at the end of the final round, they receive a minimum 70% supporting vote of the panel.
- 29.3.5 A fixed term engagement may be offered to more than one person.
- 29.3.6 The membership of the audition panel will be determined by the Players Committee after consultation with the Director – Performance Services or delegate and the Artistic Committee and may vary from time to time.
- 29.3.7 The audition panel will be chaired by a non-voting person appointed by the orchestra's Players' Committee.
- 29.3.8 If a musician is successful at the audition process, he or she may be interviewed by a panel. The panel will consist of up to 4 musicians and the CEO and/or the Director – Performance Services and/or the Director- People and Culture.

29.4 Provision for participation in audition panels

- 29.4.1 Auditions will be scheduled in consultation between Orchestra Management and the Players' Committee, considering the orchestra's schedule and workload.
- 29.4.2 Each individual musician will be credited playing calls to their annual call count in recognition of their participation in the audition and trial process. Calls to be credited will be agreed between Orchestra Management and the Players' Committee based on the formula that a half day of auditions will count as one call. For the purposes of this clause, a half day will comprise a maximum period of four consecutive hours.

29.5 Trial Assessment

- 29.5.1 Trial Assessment periods form the second part of the selection process. Normally, they will be of 6 working months' duration but the company may require a shorter or longer trial period.
- 29.5.2 The membership of the trial panel will be determined by the Players Committee after consultation with the Director – Performance Services or delegate and the Artistic Committee and may vary from time to time.
- 29.5.3 For principal positions, the CEO, the Director – Artistic Planning, Director-Performance Services and Chief Conductor (where possible) may be present and contribute to trial meetings but will not vote.
- 29.5.4 The trial panel will be chaired by a non-voting person appointed by the orchestra's Players' Committee.
- 29.5.5 The principal(s) of the section will offer regular feedback to the candidate-with or without the presence of Orchestra Management who may be joined by the Chief Executive Officer or their delegate.
- 29.5.6 Before the conclusion of the trial period, the Trial Assessment Panel may recommend that the candidate be offered a permanent appointment with the orchestra.
- 29.5.7 In order to be recommended for appointment to a position, the candidate will require a supporting vote from a minimum of 70% of the panel.

30 PERFORMANCE STANDARD

30.1 Commitments

- 30.1.1 The company and the musicians are committed to a process of maintenance and development of the highest possible performance standards. The company is committed to providing professional development opportunities where appropriate.
- 30.1.2 The normal interaction between section musicians, section principals, Concertmasters and Conductors includes performance feedback. By this means, problems of a minor nature will be overcome quickly and informally.
- 30.1.3 The company commits to the provision of training for all musicians in supervisory positions to ensure that their supervision is fair, reasonable and non-discriminatory.
- 30.1.4 All company employees are committed to ensure that performance standard issues regarding any individual musician shall be handled sensitively and confidentially.

30.2 Performance Review Panel

- 30.2.1 Purpose: To review individual musician's performance standards and recommend actions concerning any loss of proficiency procedure.
- 30.2.2 Frequency: This panel will be convened only after a loss of proficiency process has been initiated by the Chief Conductor or in the Chief Conductors' absence the CEO.
- 30.2.3 Membership:
- 30.2.3.1 Membership of this panel shall comprise the CEO, Chief Conductor, Director – Artistic Planning, Concertmaster(s), Players' Committee representative and no less than 5 orchestral musicians; 1 of whom may be chosen by the person under review if he or she so desires.
- 30.2.3.2 The panel shall be chaired by the CEO
- 30.2.3.3 Orchestral musicians will only be selected by the following process:
- Nomination by the CEO with the agreement of the Chief Conductor and/or Concertmasters; and
 - Endorsement after nomination by a 2/3 Majority of the musicians elected on the Artistic Committee.
- 30.2.4 Decision making:
- 30.2.4.1 The CEO, Director – Artistic Planning and Players' Committee representative are not permitted to vote on decisions made by the panel.
- 30.2.4.2 Decisions of the panel will be reached by a minimum of 2/3 majority of formal votes
- 30.3 The identification of a Loss of Proficiency (LOP) by an individual musician is the joint responsibility of the Chief Conductor and the Performance Review Panel.
- 30.4 A LOP shall be defined as:
- 30.4.1 An unacceptable decline in the playing ability and overall performance standard by a permanent musician over an extended period of time (generally not less than 6 months), or
- 30.4.2 A consistently unacceptable musical or technical contribution in rehearsal and performance of any permanent musician over an extended period of time (generally not less than 6 months).
- 30.4.3 A LOP by any permanent musician needs to be determined jointly by the

Performance Review Panel (after consultation with the principal(s) of the relevant section, where appropriate) and the Chief Conductor, or in his or her absence, CEO.

- 30.5 It is the responsibility of the Chief Conductor or in his or her absence, the CEO to initiate a LOP procedure provided that:
- 30.5.1 the musician in question has been subject to informal performance feedback from his/ her immediate supervisor, this includes but not limited to the Section Principal and/ or Concert Master.
 - 30.5.2 the musician in question does not suffer from a chronic medical condition in which case retirement because of physical disability-invalidity shall be pursued
 - 30.5.3 the musician has not indicated an intention for voluntary retirement within one year
 - 30.5.4 there is no agreement for the musician to step down to a vacant lower position pursuant to clause 42 of this agreement
 - 30.5.5 provided that for a musician over 45 years of age the intensive development programme has been completed.
- 30.6 Nothing in these procedures is intended to preclude:
- 30.6.1 the company from offering (and the musician accepting) redeployment to and/or retraining for another position commensurate with the skills and experience of the musician concerned
 - 30.6.2 the musician consenting in writing to termination of employment or reduction in classification of position due to LOP prior to the conclusion of the assessment period.
- 30.7 In the event that a LOP procedure is initiated by the Chief Conductor or the CEO the following provisions shall apply:
- 30.7.1 the Performance Review Panel shall meet with the Chief Conductor and/or the CEO and hear the grounds for initiating a LOP procedure. At the discretion of the Performance Review Panel, relevant principals may also be in attendance. The voting members of the Performance Review Panel shall then determine by secret ballot whether the musician in question displays a LOP. For this purpose, only formal votes cast by committee members in attendance shall be considered. If the committee finds a LOP by 2/3 majority or more formal votes, the CEO will advise the musician in writing within 7 working days that:
 - 30.7.1.1 the musician is displaying LOP and the reasons why
 - 30.7.1.2 the musician will be subject to further performance assessment with respect to the identified problems over a period of not less than 3 months and up to 6 months by the Chief Conductor/ Performance Review Panel and the date from which this assessment will commence
 - 30.7.1.3 the musician is liable to have his/her employment terminated or reduced in classification due to LOP should their performance continue to be unsatisfactory at the conclusion of the assessment period.
 - 30.7.2 Following the issue of formal advice to the musician, the Chief Conductor when available, and the Performance Review Panel will assess the musician's performance over a period of not less than 3 months and up to 6 months.

- 30.7.3 The musician has the right to be accompanied by a colleague, union representative or other nominated representative at any meetings with the Chief Conductor/Performance Review Panel during the assessment period.
- 30.7.4 The musician may respond to the reasons for LOP in writing and if he or she so wishes, also in person to the Performance Review Panel.
- 30.7.5 The company shall advise the musician's nominated representative immediately after each stage of the process.
- 30.7.6 The musician may request appropriate professional and independent counselling at the company's expense prior to the conclusion of the assessment period.
- 30.7.7 The counselling and assessment process of the Performance Review Panel shall, wherever practicable, involve the full participation of the Chief Conductor, the Concertmaster and the relevant Section Principal. Counselling and monitoring may include:
- 30.7.7.1 oral and/or written feedback on performance
 - 30.7.7.2 professional independent counselling approved and paid for by the company
 - 30.7.7.3 access to tuition paid for by the company
 - 30.7.7.4 adequate accountability and documentation
- 30.7.8 As soon as practicable after the conclusion of the assessment period, the Performance Review Panel will reconvene and the musicians of the committee will confirm by secret ballot whether the musician in question displays a LOP. For this purpose, only formal votes cast by voting committee members in attendance shall be considered. If the committee confirms a LOP by a 2/3 or more majority of the full committee, it shall recommend the musician's termination of employment or reduction in classification to the CEO. If the committee does not confirm a LOP then the LOP process will be deemed to have concluded. In this event a further LOP process may not be initiated with respect to the musician in question within a period of 18 months.
- 30.7.9 Normal periods of notice for termination of employment shall apply, except that where the CEO so directs or the musician so requests, the musician shall be retired at any time within the period of notice and shall thereupon be entitled to receive payment in lieu of salary for the unexpired portion of the period of notice.
- 30.7.10 A severance pay of 4 weeks salary for each completed year of continuous service for the first 5 year period followed by 3 weeks salary for each completed year of continuous service thereafter is payable to the musician. The minimum severance payment shall be 8 weeks salary and the maximum severance payment shall be 48 weeks. Notwithstanding, severance payments will not exceed the amount that a musician would have earned had they worked to the age of 65 years nor be payable to a musician who has reached the age of 65 years.
- 30.7.11 A musician for whom LOP has been initiated may elect to leave the employment of the company within the assessment period, in which case the musician shall be entitled to payment in lieu of the unexpired balance of the assessment period (sub clause 30.7.2) in addition to the severance benefit (sub clause 30.7.10). In this instance the assessment period shall be deemed to be a period of 6 months. This entitlement shall not be cumulative with any other payment in lieu of notice period or severance entitlement provided for under this clause or any other award or agreement.

- 30.7.12 A musician for whom LOP has been confirmed by the committee may elect to leave the employment of the company and shall be entitled the notice period and severance benefit provided by subclauses 30.7.9 and 30.7.10 above.
- 30.7.13 A musician for whom LOP has been initiated may, with the approval of the company, step down to a lower classification, within the assessment period. In such circumstances the musician will continue to be paid their substantive salary but will not (unless otherwise agreed) receive the increases in salary applicable to their former classification. The musician's salary shall remain fixed until such time as the salary level of the lower classification, as varied from time to time, exceeds that of the fixed salary level.
- 30.7.14 Nothing in this clause precludes a musician classified as a Section Principal/Associate Concertmaster, Principal/Associate Principal or Assistant (Sub) Principal stepping down to a position classified at a level below their substantive position where there is mutual agreement between the musician and the Company.
- 30.7.15 If at any time during the assessment process the committee decides there is no longer a problem, the performance standard process is deemed to have concluded. In this instance a decision is reached if there is agreement by a 2/3 majority of the full membership of the committee, as determined by secret ballot.
- 30.7.16 A musician who is dissatisfied with a decision made in accordance with this clause on the basis that the procedure outlined by this clause was not observed and that such non observance disadvantaged the musician, may refer the matter to the union for the purposes of notifying the Fair Work Commission of the possible need to convene a Board of Reference. The board shall be comprised of persons who were not directly involved in any aspect of the processes covered by this clause. The Board of Reference shall be comprised of:
- 30.7.16.1 a company nominee
 - 30.7.16.2 a person nominated by the musician, and
 - 30.7.16.3 a mutually agreed person or other person nominated by the Commission who will act as Chair of the Board of Reference.
- 30.7.17 In the event of any dispute over the invoking of the performance standard procedures the matter shall be arbitrated by an independent arbitrator agreed to by the parties to this agreement and the parties agree to accept the arbitrator's determination or recommendation.

31 INTENSIVE DEVELOPMENT PROGRAMME (IDP)

- 31.1 This clause will apply to a musician if they are over 45 years of age and the Performance Review Panel have determined an intention to initiate a LOP procedure as set out in clause 30.4. At the conclusion of an IDP, the Performance Review Panel will reconvene under clause 30.6 to determine whether to proceed to an LOP.
- 31.2 A musician who agrees to participate in an IDP will be referred to in this clause as the IDP Musician. The IDP musician must be given a written notification of the direction to undertake an IDP process. The written notification must set out:
- 31.2.1 the unacceptable musical or technical contribution in rehearsal and performance, or
 - 31.2.2 the unacceptable decline in the playing ability and overall

performance on which the direction to participate in the IDP is based.

31.3 An IDP does not:

31.3.1 exclude the Chief Conductor's, Concertmasters' and Principal(s)' practical responsibility to provide regular instructions and feedback about the expected performance standards and individual performance within or outside the context of rehearsal and to ensure that instructions and feedback is substantiated, specific, encouraging and contains specific suggestions and steps to rectify the perceived problems

31.3.2 automatically result in an IDP musician being made subject to an LOP process under this agreement.

31.4 An IDP musician must elect to undertake one of the alternative IDP processes within 7 days of receiving a written notification. The IDP processes are:

31.4.1 an Artistic IDP which is a process to provide the IDP musician with an opportunity to address the issues identified in the written notification, or

31.4.2 an Alternative Career IDP being a program to identify and develop an alternative career for the IDP Musician.

31.5 Artistic IDP

31.5.1 An Artistic IDP will be undertaken over a 6 month period commencing on the date on which the IDP musician is given the written notification.

31.5.2 Within 2 weeks of the Artistic IDP commencing, the IDP musician must meet with the Director – Performance Services and/or the Chief Operating Officer or their delegate to discuss and develop a suitable Artistic IDP program. In relation to the IDP program, orchestra management will consult with appropriate senior musicians including the IDP musician's Section Principal(s), the Concertmaster(s) and the Chief Conductor.

31.5.3 Subject to the company's discretion the Artistic IDP program may include:

31.5.3.1 tuition from a relevant recognised expert who may be internal or external to the orchestra

31.5.3.2 participation in study at a recognised university or higher education institution

31.5.3.3 a work exchange program or work with another orchestra or relevant organisation

31.5.3.4 a personal development program such as stress or performance anxiety management, and

31.5.3.5 regular oral and/or written feedback on performance.

31.5.4 The musician may be supported in meeting the Artistic IDP program by being granted paid leave from the orchestra if necessary and professional and independent counselling. This paid leave is capped at a maximum 6 months.

31.5.5 As soon as practicable after the conclusion of the Artistic IDP program, the IDP musician must meet with orchestra management to discuss the outcomes of the program.

31.5.6 At the conclusion of an Artistic IDP, the Performance Review Panel will determine whether LOP proceedings under clause 30 will commence.

31.6 Alternative Career IDP

- 31.6.1 An Alternative Career IDP will be undertaken over a 6 month period. This period may commence either on the date on which the IDP musician is given the written notification or, by agreement of orchestra management, the Performance Review Panel and the IDP musician, the start date may be delayed to accommodate development and implementation of the program.
- 31.6.2 The IDP musician who elects to take an Alternative Career IDP:
- 31.6.2.1 will not be eligible to return to their position within the orchestra on completion of the program
 - 31.6.2.2 will be considered at the end of the IDP to have been subject to an LOP process under clause 30 and therefore eligible for the entitlements under that clause
 - 31.6.2.3 may terminate the IDP at any time and immediately be subject to a LOP severance payment under clause 30.6.10
 - 31.6.2.4 must within 2 weeks of notification meet with orchestra management to develop and implement the IDP plan
 - 31.6.2.5 must comply with the IDP plan and any subsequent variation as agreed.
- 31.6.3 The Alternative Career IDP will be subject to regular monitoring in order to ensure its ongoing suitability.
- 31.6.4 Subject to the company's discretion, the Alternative Career IDP program may include:
- 31.6.4.1 vocational training and placement
 - 31.6.4.2 career guidance
 - 31.6.4.3 work experience
 - 31.6.4.4 participation in academic studies at a recognised university or higher education institution, and
 - 31.6.4.5 apprenticeship training.
- 31.6.5 The Alternative Career IDP program may be supported by independent counselling and by being granted paid leave from the orchestra where this may support the outcome of the program.

31.7 IDP Program Costs

- 31.7.1 Subject to the company's discretion, the company may meet all or some of the reasonable costs of the IDP such as, although not limited to:
- 31.7.1.1 tuition fees
 - 31.7.1.2 travel costs
 - 31.7.1.3 tuition or course materials or text books
 - 31.7.1.4 vocational or psychological assessment.

32 WORK HEALTH AND SAFETY (WH&S)

32.1 Consultative Mechanisms

- 32.1.1 The parties recognise that it is a major productivity objective to have the highest standards of work health and safety. The parties agree that serious consideration will continue to be given to the work health and safety of musicians including the following:
- 32.1.1.1 training

- 32.1.1.2 physical environment
- 32.1.1.3 the impact of the changes provided for in this agreement on the work load and respite requirements.

32.2 Noise Health And Safety

- 32.2.1 The parties are committed to a consultative approach to noise management and hearing conservation. Both parties are committed to the continued implementation and development of the company's Hearing Conservation Procedure as required by the WHS Act 2011, WHS Regulations 2011 and the associated Code of Practice.

32.3 Healthy Player Scheme

The Company agrees to provide financial support for agreed activities planned by individual musicians to maintain their personal, mental and professional health and fitness in order to assist in their readiness to perform their work at the Queensland Symphony Orchestra. The Company will reimburse musicians for 50% of costs incurred for an agreed activity under this scheme. Maximum amount reimbursed under this scheme in any calendar year will be \$299. Reimbursement will be paid on a pro-rata basis to fixed-term and part-time employees. Musicians wishing to take part in this Scheme will need to submit an application for advance approval by orchestra management.

33 GRIEVANCE AND DISPUTE RESOLUTION

33.1 If a dispute relates to:

- 33.1.1 A matter arising under this Agreement; or
- 33.1.2 A matter pertaining to the relationship between the Company and an individual musician; or
- 33.1.3 The Company and the musicians covered by this Agreement; or
- 33.1.4 A matter pertaining to the relationship between the Company and MEAA; or
- 33.1.5 A NES or Award matter;

This clause sets out the agreed procedures to settle the dispute.

- 33.2 A musician who is a party to the dispute may appoint a representative of their choice, including MEAA, for the purposes of the procedures in this term. The Company shall recognise the representative for all purposes involved with the resolution of the dispute and shall allow them to perform their role as representative.
- 33.3 The parties to the dispute (whether an individual musician, or MEAA, or the Company) will in the first instance attempt to resolve the dispute at the workplace, provided that at any time a party to the dispute may refer the matter to the Fair Work Commission for resolution.
- 33.4 The Commission may deal with the dispute in two stages:
 - 33.4.1 The Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 33.4.2 If the Commission is unable to resolve the dispute at the first stage, the Commission may then:
 - 33.4.2.1 Arbitrate the dispute; and
 - 33.4.2.2 Make a determination that is binding on the parties.

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

- 33.5 A decision that the Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part of the Act. Therefore, an appeal may be made against the decision.
- 33.6 While the parties are trying to resolve the dispute using the procedures in this term:
- 33.6.1 An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 33.6.2 An employee must comply with a reasonable direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
- 33.6.2.1 The work is not safe; or
- 33.6.2.2 Applicable work health and safety legislation would not permit the work to be performed; or
- 33.6.2.3 The work is not appropriate for the employee to perform; or
- 33.6.2.4 There are other reasonable grounds for the employee to refuse to comply with the direction.
- 33.6.3 The parties will abide by the status quo (or status of affairs) as existed immediately prior to the changes that gave rise to the dispute.
- 33.7 Subject to any appeal rights, the parties to the dispute agree to be bound by a decision and/or determination made by the Commission in accordance with this term.

34 DISCIPLINARY PROCEDURE

- 34.1 The following procedures shall apply where a problem of a disciplinary nature arises:
- 34.1.1 A supervisor will discuss the problem with the musician concerned and depending upon the seriousness of the problem, he/she may make a written record of the problem. If the supervisor decides that the matter is to be recorded, the musician shall be given an opportunity to comment on, and sign, the record of counselling, and the record shall then be placed on the musician's personnel file.
- 34.1.2 If there is a recurrence of the problem, the musician will be counselled by the supervisor and the matter will be recorded and placed on the musician's personnel file with the opportunity for the musician to comment and sign the record. The musician will be advised that any further incidence of the problem may lead to disciplinary action, including dismissal.
- 34.1.3 If there is an allegation of misconduct on the part of a musician, the CEO may initiate an investigation and the musician may be suspended with or without pay during the period of the investigation. Investigations into alleged misconduct may occur irrespective of whether or not the musician has been counselled previously in relation to the particular issue.
- 34.1.4 The musician concerned shall be given the opportunity to have a colleague, union or other nominated representative present at any stage of the procedures.

34.1.5 The musician's nominated representative will be provided with reports relating to matters of serious misconduct and be consulted prior to invoking disciplinary action specified in sub-clauses 34.2.

34.2 Disciplinary action means any of the following:

34.2.1 informal counselling; and/or

34.2.2 counselling with a written report to the musician's personnel file; and/or

34.2.3 transfer of the musician to another position within the orchestra; and/or

34.2.4 reduction in classification; and/or

34.2.5 dismissal.

34.3 Disciplinary action specified in clause 34.2 may only be invoked following approval by the CEO.

35 LEAVE

35.1 Annual Leave

35.1.1 Each permanent and fixed-term musician who has been employed for the full period of the calendar year shall be entitled to 5 weeks leave of absence on full pay.

35.1.2 In the event of the employment of a musician being terminated by reason of any matter or cause whatsoever prior to the expiration of the 12 month period, the musician shall be entitled to receive a proportionate amount by way of holiday pay calculated on the basis of 5 week's holiday in respect of each period of 12 months.

35.1.3 Each musician who has been employed for less than the full period of the calendar year and who, consequently, has not been credited with the full 5 weeks leave, shall be granted leave with pay in anticipation, in accordance with the provisions of clause 35.1.1 hereof. Provided that the musician will be required, on leaving employment, to refund to the company an amount equal to the salary applicable to the amount of uncredited leave taken at the time of leaving the employment of the company.

35.1.4 Any public holiday occurring during the period of annual leave shall be in addition to the 5 weeks above prescribed and each such holiday shall count as 2 calls of duty.

35.1.5 A musician before going on any period of annual leave shall for every week of such leave be paid an "annual leave loading" at the rate of 17.5% of the ordinary rate of pay.

35.1.6 The provisions of clause 35.1 Annual Leave shall not apply to casual employees.

35.2 Attendance at FWC Procedures

35.2.1 The CEO, or an officer authorised by the CEO, may grant leave of absence with full pay to any musician who attends as a witness in proceedings under the Act, but only for such period as is necessary to enable evidence to be given.

35.2.2 The CEO, or an officer authorised by the CEO, may grant leave of absence with pay to not more than 2 representatives of an organisation at any time required to attend any proceedings under the Act.

35.2.3 Any period during which a musician is absent on leave granted under this clause shall be included for all purposes as part of the period of service.

35.3 Personal Leave (Carer's Leave)

- 35.3.1 An employee may take paid Personal Leave if the leave is taken because the employee is unfit for work because of a personal illness or personal injury affecting the employee.
- 35.3.2 A musician may access personal leave entitlements to provide care or support to a member of the employee's immediate family or a member of the employee's household who requires care or support because of:
- 35.3.2.1 a personal illness or personal injury affecting the member, or
 - 35.3.2.2 an unexpected emergency affecting the member.
- 35.3.3 When accruing or accessing personal leave no musician will have a lesser entitlement than section 96(1) of the Fair Work Act 2009 (Cth) and the following applies:
- 35.3.3.1 personal leave will be accrued and accessed in calls rather than in days;
 - 35.3.3.2 the accumulation of all musicians' will be on the basis that 1 day on full pay equals 2 calls, and 1 day on half pay equals 1 call.
 - 35.3.3.3 where the period of leave is less than 14 days, the musician may apply for leave for the rostered number of calls that they would normally have been rostered to work;
 - 35.3.3.4 where the period of leave is 14 days or more, leave will be accounted from the start of the leave period in whole weeks, with the remaining day(s) accounted as rostered calls where it is less than a week; and
 - 35.3.3.5 whole weeks of leave will be counted as:
 - 35.3.3.5.1 24 hours per week for payroll purposes; and
 - 35.3.3.5.2 7 calls per week for the purpose of call count.
- 35.3.4 Except as otherwise provided in this clause, the basis for determining the personal leave which may be granted shall be ascertained by crediting the musician with the following periods, such leave to be cumulative:
- 35.3.4.1 24 calls on full pay on the date of appointment and 24 calls on full pay on completion of each 12 month's service,
 - 35.3.4.2 provided that in any period of 12 months, no weekly musician shall receive more than 1 initial credit of 24 calls.
- 35.3.5 Unless the musician produces a certificate by a legally qualified medical practitioner or other evidence approved by the company as to unfitness for duty, leave so taken shall be without pay. It shall not be necessary for a medical certificate or other evidence of unfitness for duty to be produced in respect of absences not exceeding 5 days in the aggregate in the musician's first 12 months of service or in each subsequent period of 12 months. Where the period of absence exceeds 2 consecutive working days, such period in excess shall be without pay unless supported by a medical certificate or other recognised evidence of unfitness for duty.
- 35.3.6 The range of health providers whose certificates will be accepted for personal leave purposes includes certificates from non-medical health

practitioners under the following conditions:

- 35.3.6.1 a certificate issued by an osteopath registered to practice under state or territorial legislation for grants of personal leave of up to 5 days in any personal leave year, and
 - 35.3.6.2 a certificate issued by an acupuncturist, naturopath, herbalist, chiropractor, physiotherapist or homoeopath for grants of personal leave up to 3 days in any personal leave year, of which no more than 2 days will be consecutive
 - 35.3.6.3 provided that the acceptance of the certificates from these practitioners is for personal leave purposes only, is subject to available personal leave credits.
- 35.3.7 The CEO may grant additional personal leave to a musician who during the first 5 years of service exhausts personal leave credits accrued on the basis of the foregoing provisions, to the extent of a year's credit in anticipation for personal leave next accruing. Where, in the case of a musician with service in excess of 10 years, who has exhausted all personal leave on full pay, and the company considers that such treatment is justified, the company may grant additional personal leave.
- 35.3.8 The company may grant personal leave without pay where paid personal leave credits are exhausted. In exceptional circumstances and at the employee's request, an employee may be granted personal leave without pay while paid personal leave credits remain.
- 35.3.9 The maximum period of leave allowable with pay in respect of any continuous period of absence through illness shall be 52 weeks.
- 35.3.10 Where a musician has been absent through illness for 13 weeks continuously, the granting of further leave shall be subject to a medical examination and report by a qualified medical practitioner approved by the company and at the company's expense.
- 35.3.11 If the company has reason to believe that a musician is in such a state of health as to represent a danger to other employees or to the public, the musician may be required to submit to medical examination by a qualified medical practitioner approved by the company and at the company's expense. Upon receipt of the medical report, the company may direct the musician to remain absent from duties for a specified period or, if already on leave of absence, direct the musician to continue on leave for a specified period and the absence shall be regarded as personal leave.
- 35.3.12 If, consequent upon a report by a qualified medical practitioner that, by reason of contact with a person suffering from an infectious disease and through an operation or restriction imposed by law, a musician is unable to attend for duty, the company may grant leave of absence. Leave of absence so granted shall be regarded as personal leave but the musician may elect that the whole or any portion thereof shall be deducted from the recreation leave which is due instead of being regarded as personal leave.
- 35.3.13 A musician who falls sick and is unfit for duty while on annual leave and produces, at the time, a medical certificate to that effect, may be granted at a time convenient to the company, additional leave equivalent to the period of sickness falling within the scheduled period of annual leave provided that personal leave for not less than 1 day is needed. Such

absence will be recorded as personal leave subject to personal leave credits.

35.3.14 The retirement of an employee on the ground of invalidity shall not, except with the consent of the musician, be effected earlier than the date on which credits of leave on full pay would be exhausted provided that:

35.3.14.1 the continuous period for which an employee may be granted personal leave on pay immediately prior to retirement shall not exceed 52 weeks, and

35.3.14.2 a further credit of personal leave shall not accrue to an employee subsequent to the date of the decision to effect the retirement.

35.3.15 The maximum continuous absence on personal leave (paid and unpaid) is 78 weeks. Absences beyond 78 weeks are unauthorised and unless it is evident to the company through advice from a medical practitioner at that time that the musician will return to duty shortly thereafter, the company may retire the musician on the grounds of invalidity or otherwise terminate the services of the musician with due notice or payment in lieu of notice.

35.3.16 Leave of absence due to illness beyond 78 weeks will be treated as if the employee has been granted additional personal leave without pay, subject to the production of satisfactory medical evidence. A period of leave taken under these circumstances does not count as service for any purpose.

35.4 Additional Personal Leave (Carer's Leave)

35.4.1 A musician is entitled to an additional 2 days paid carer's leave in any calendar year, if the musician has exhausted their accrued personal leave entitlement. This entitlement does not accrue. This clause does not apply to casual musicians.

35.4.2 A musician is entitled to a further 2 days unpaid carer's leave on each occasion required, in accordance with the national standard. This clause applies to all musicians including casual musicians and only applies after all paid carer's leave has been exhausted.

35.5 Compassionate Leave

35.5.1 The company shall, upon sufficient cause being shown, grant a musician paid leave of absence without deduction from recreation leave. Such leave may be accessed on the occasion of:

35.5.1.1 a member of the employee's immediate family contracting or developing a personal injury or illness that poses a serious threat to their life (up to 2 days per occasion). This may be taken in a single unbroken period or 2 days or 2 separate days as agreed.

35.5.1.2 family bereavement, up to 5 days, notwithstanding that on the occasion of a further bereavement an employee will be granted further bereavement leave of up to 2 days on each occasion taken in an unbroken period or on separate days as agreed.

35.6 Special Leave

35.6.1 The company shall, upon sufficient cause being shown, grant a musician paid leave of absence not exceeding 5 days in any calendar

year without deduction from recreation leave. Such leave may be accessed on the occasion of:

- 35.6.1.1 the wedding of immediate family members; 1 day on any occasion
- 35.6.1.2 moving residence; 1 day in any year
- 35.6.1.3 observance of religious holidays; 1 day on any occasion
- 35.6.1.4 ceremonial occasions for indigenous employees for a maximum of 3 days in any year
- 35.6.1.5 caring for sick family members and dependants for a maximum of 2 days in any year.

35.6.2 Where special circumstances arise and the CEO or his or her representative considers that the circumstances warrant the grant of additional leave, he or she may grant to a musician leave with or without pay under such conditions as may be determined.

35.7 Leave Without Pay

35.7.1 At the discretion of the CEO, a musician may be granted leave without pay such that:

- 35.7.1.1 where the period of leave is less than 14 days, the musician may apply for leave for the rostered number of calls that they would normally have been rostered to work, or
- 35.7.1.2 where the period of leave is 14 days or more, leave will be accounted from the start of the leave period in whole weeks, with the remaining balance of less than a week accounted as rostered calls.

35.7.2 Whole weeks of annual leave will be counted as:

- 35.7.2.1 24 hours per week for payroll purposes; and
- 35.7.2.2 7 calls per week for the purpose of call count.

35.8 Parental Leave (includes Maternity Leave, Paternity Leave and Adoption Leave)

- 35.8.1 Musicians are entitled to parental leave in accordance with the standard, this agreement and the company policy. The company will ensure that this agreement and its policy are not less generous than the standard.
- 35.8.2 This entitlement shall be not less than 12 weeks paid parental leave and 5 days paid partner leave for either a birth or adoption.
- 35.8.3 A provision that applies to parental leave applies to each of parental leave, paternity leave, partner leave and adoption leave.
- 35.8.4 Parental leave is available to permanent musicians who have completed 12 months service immediately preceding the date from which the leave is to begin.
- 35.8.5 The musician shall, not less than 10 weeks prior to any proposed period of parental leave give the company notice in writing of the proposed start and finish dates for the leave. The leave may be shortened with the consent of the company only after 14 days' notice given in writing by the musician.
- 35.8.6 Absence on parental leave shall not break the continuity of service but shall not be taken into account in calculating the period of service

for any purpose.

- 35.8.7 Instrument allowances shall continue during the full period of parental leave.
- 35.8.8 By mutual agreement, a musician may work part-time for the company for 1 or more periods at any time during the period of parental leave. In respect of parental leave, part-time work will not be considered until the seventh week after the birth of the child.
- 35.8.9 The company shall not approve part time work arrangements under this clause for periods in excess of 2 years.
- 35.8.10 Subject to the agreement of the company an employee to whom the provisions of this clause apply, may work part-time up to the second anniversary of the date of the birth or adoption of the child.
- 35.8.11 Entitlements under this agreement shall apply pro-rata to musicians availing themselves of this part-time provision. Working conditions will be subject to a written agreement between the musician and the company.
- 35.8.12 An employee will not be entitled to paid personal leave while also entitled to paid parental leave.
- 35.8.13 An employee who works full or part time is eligible for parental leave.
- 35.8.14 Parental leave may consist of paid and unpaid absences.
- 35.8.15 If an employee has at least 12 months continuous employment with the company and is the primary care giver of a child born or adopted, the employee is entitled to their normal average earnings paid for the first 12 weeks of leave, whether the leave is continuous or taken in broken periods. The remainder of the absence may be covered by recreation leave, long service leave or leave without pay.
- 35.8.16 Unless the employee has completed the 12 months qualifying period, the musician is not entitled to pay for the first 12 weeks of parental leave. If the employee completes 12 months service during the first 12-week period of parental leave, the musician will be entitled to be paid parental leave for the remainder of the period.
- 35.8.17 A maximum of 52 weeks can be taken as parental leave.
- 35.8.18 The primary care giver may also be able to apply for an additional 52 weeks unpaid parental leave, this is subject to the company's ability to grant this request, based upon reasonable business grounds.
- 35.8.19 Eligible paid parental leave normally commences 6 weeks prior to the expected date of birth and concludes 6 weeks after the date of birth. Unless otherwise approved this 12-week period is compulsory. Where an employee ceases work on parental leave 6 weeks before the expected date of confinement but the confinement actually occurs more than 6 weeks later, the employee shall be entitled to 6 weeks parental leave from the date of confinement.
- 35.8.20 An employee may have access to paid personal leave during the period of parental leave (other than the 12 weeks required absence) but only if a medical certificate is supplied and orchestra management is satisfied that the nature of the illness is such that it makes the employee unfit for work (i.e. absence not related to child minding).
- 35.8.21 An employee may continue to work within the 6-week period before

the expected date of birth if a doctor's certificate is produced declaring that the employee is fit for work until a specified date and subject to operational requirements. If the employee wishes to return to work before the end of the 6-week period following the date of birth, the same provisions apply. If the employee does return to work early, the musician is entitled to use the remaining part of the 12 week paid leave at any time during the 52 week period.

- 35.8.22 An employer may direct a pregnant employee to start unpaid parental leave up to 6 weeks before the expected date of birth of the employee's child if the employer considers (based on medical evidence) that there is a risk to the employee in working in their present circumstances. This risk might arise because of a pregnancy related illness and/or hazards connected with the employee's work.
- 35.8.23 Periods of paid leave and the 12 weeks required absence (paid or unpaid) count as service. All other periods of unpaid leave do not count as service for any purpose but unpaid absences on parental leave do not break continuity of service.
- 35.8.24 Where there is an entitlement to a 12-week period of paid parental leave, the number of hours per week payable shall be the greater of the following:
 - 35.8.24.1 where the musician is working full-time immediately prior to proceeding on Parental Leave, the musician shall be paid full-time hours
 - 35.8.24.2 where the musician has been working both full-time and part-time over the 5 year period preceding the parental leave, the musician shall be entitled to payment for the average hours per week worked over that period.
- 35.8.25 Where the musician is working part time immediately prior to proceeding to parental leave and this arrangement is solely due to the needs of musician during her pregnancy, that portion of part-time work will not be taken into account in calculating the 5 year average.
- 35.8.26 The employee is required to provide the company with at least 10 weeks' notice before taking parental leave.
- 35.8.28 If an employee is receiving continuous higher duties allowance before proceeding on parental leave, they may be entitled to continued payment. Orchestra management will have to certify that the musician would have continued to receive the higher duties had the parental leave not occurred.
- 35.8.29 Any salary/allowance payments that normally would be paid during the period of leave may be paid in advance if the employee so wishes.
- 35.8.30 Superannuation contributions are payable during all periods of paid leave and the 12 week required absence, whether paid or unpaid.
- 35.8.31 On return to work, the employee will be placed in the same position that the musician vacated if available. If the position is not available then the musician will be placed in a similar position.
- 35.8.32 If an employee becomes pregnant while on parental leave, the musician would be entitled to a second period of parental leave. Whether it is necessary for the employee to resume duty before proceeding on the second period of parental leave depends on the expected date of the second birth.

35.9 Partner Leave or Paternity Leave

35.9.1 A musician shall, upon production of a certificate from a registered medical practitioner, be entitled to partner leave, the total of which shall not exceed 52 weeks and be available in 1 or 2 periods. The first 5 days of this leave shall be paid and the remainder shall be unpaid. If the leave is to be taken in 2 periods, it may be taken as:

35.9.1.1 an unbroken period of up to 1 week at the time of confinement of the partner (spouse), and

35.9.1.2 a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child

35.9.1.3 provided that, if the musician's partner is a permanent musician of the orchestra, the unpaid portion of the entitlement shall be reduced by any period of parental leave taken by the musician's partner in relation to the same child and shall not be taken concurrently with that parental leave.

35.10 Adoption Leave

35.10.1 A musician shall, upon production of appropriate documentation from an adoption agency or government authority confirming the placement of an adopted child, be entitled to a maximum of 52 weeks adoption leave not to extend beyond 1 year after the placement of the child. Such leave shall be available in 1 or 2 periods. If the leave is to be taken in 2 periods it can be taken in:

35.10.1.1 an unbroken period of up to 3 weeks at the placement of a child, the first 5 days of which shall be paid, and

35.10.1.2 a further unbroken period of up to 49 weeks in order to be the primary care-giver of the child, provided that this entitlement shall be reduced by any period of adoption leave taken by the musician's partner in relation to the same child and shall not be taken concurrently with that adoption leave.

35.10.2 If a musician has at least 12 months continuous employment with the company, the employee is entitled to pay for the first 12 weeks of leave, whether the leave is continuous or taken in broken periods. The remainder of the absence may be covered by recreation leave, long service leave or leave without pay.

35.11 Long Service Leave

35.11.1 A musician is entitled to long service leave:

35.11.1.1 after the first 10 years continuous service—13 weeks, and

35.11.1.2 if the musician completes further continuous service an additional period calculated on a pro-rata basis.

35.11.2 Long service leave accrues on a pro-rata basis for part-time and casual service.

35.11.3 Unutilised long service leave on cessation of employment shall be paid to the employee. However, if the musician's employment is terminated before the musician has completed 10 years continuous service but the musician has completed at least 1 year of continuous service, the musician is entitled to a proportionate amount of long service leave if:

35.11.3.1 the musician's service is terminated because of the musician's death, or

- 35.11.3.2 the musician terminates the employment because of:
- 35.11.3.2.1 the musician's illness or incapacity, or
 - 35.11.3.2.2 domestic or other pressing necessity, or
 - 35.11.3.2.3 the company terminates the musician's employment for a reason other than the musician's conduct, capacity or performance, or
 - 35.11.3.2.4 if the termination is held to be unfair.
- 35.11.4 The company must pay the musician long service leave at the musician's ordinary hourly pay rate being paid to the employee immediately before the leave is taken. The company must not reduce a musician's ordinary hourly pay rate before a musician starts long service leave, if it does so with the sole intention of minimising the company's long service leave payment to the musician.
- 35.11.5 If a musician entitled to long service leave dies before taking the leave or after starting but before finishing the leave, then the company must pay the musician's estate any amount that would have been payable to the musician had the musician taken the long service leave or was entitled to be paid out the long service leave upon termination of employment.
- 35.11.6 The usual minimum period for which long service leave may be taken is 7 days. Fewer than 7 days may be taken with company approval.
- 35.11.7 Long service leave may be taken at half pay for double the period.
- 35.11.8 The Company will not unreasonably refuse a request for long service leave.
- 35.11.9 A musician who falls sick and is unfit for duty while on long service leave and produces, at the time, a medical certificate to that effect, may be granted additional leave equivalent to the period of sickness falling within the scheduled period of leave provided that personal leave for not less than 1 day is needed. Such absence will be recorded as personal leave subject to personal leave credits.
- 35.11.10 This clause 35 applies to a musician who was employed by the company as at 31 December 2006 (Existing Musician). Any long service leave an existing musician accrued before this date for any eligible service under the Commonwealth Act shall be included in calculating that musician's long service leave entitlements. This will include any prior service with other Australian orchestras.
- 35.11.11 The company shall recognise prior service in another company provided a reciprocal agreement is in place covering the transfers of funds between entities.
- 35.11.12 Long service leave accrues on a pro rata basis for part-time and casual employees.
- 35.11.13 The salary to be paid to any musician during a period of long service leave will include the appropriate instrument allowance for that musician as well as higher duties if the musician would have otherwise been performing those higher duties during the period of leave.

35.12 Musicians Called As Witnesses

- 35.12.1 A musician subpoenaed or called as a witness shall promptly notify the CEO.

- 35.12.2 A musician required as a witness on behalf of the company shall not be entitled to receive any witness fee but shall be granted leave with pay for the period of necessary absence and, where the musician is required to travel, shall be paid travelling allowance.
- 35.12.3 Unless the CEO otherwise determines, a musician subpoenaed or called as a witness in any other circumstances shall be granted leave without pay and any fees received as a witness may be retained by the musician.

35.13 Musicians Summoned As Jurors

- 35.13.1 A musician summoned as a juror shall promptly notify the CEO.
- 35.13.2 A musician so summoned shall be granted leave of absence for the period necessary for attendance at the court and the leave shall be granted with full pay less any amount received as compensation for the attendance.

35.14 Workers Compensation

- 35.14.1 A musician entitled to compensation in accordance with Queensland workers' compensation legislation will have the amount of compensation payable increased by the company to the level of the musicians normal weekly earnings (inclusive of allowances). This additional payment by the company will be known as make-up pay. The musician shall be entitled to 45 weeks of make-up pay for each compensable injury.

35.15 Family and domestic violence leave

- 35.15.1 The Company recognises that musicians sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, and is therefore committed to providing support to musicians that experience family violence.
- 35.15.2 Family and domestic violence means violent, threatening or other abusive behaviour by a family member of a musician that seeks to coerce or control the musician and that causes them harm or to be fearful.
- 35.15.3 A musician (other than a casual musician) experiencing family violence will have access to paid leave for:
- 35.15.3.1 the musician's illness or incapacity, or
 - 35.15.3.2 attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - 35.15.3.3 relocation or making other safety arrangements;
 - 35.15.3.4 other activities associated with the experience of family violence.
- 35.15.4 The paid leave in this clause is to be capped at seven days per annum and does not accrue. The paid leave is available in full at the start of each 12 month period of the musician's employment. The paid leave provided in clause 35.15.3 is in addition to existing entitlements and may be taken as consecutive or single days, or as a portion of a day.
- 35.15.5 Casual musicians are entitled to time off work without pay for the purposes set out in clauses 35.15.1, 35.15.2, and 35.15.3 above.
- 35.15.6 The Company and a musician may agree that the musician may take unpaid leave, in addition to the musician's entitlement to paid leave in clause 35.15.4, to deal with family and domestic violence.
- 35.15.7 If required by the Company, the musician must provide evidence that would satisfy a reasonable person that the leave is for the purpose set out in clause 35.15 and such evidence may include a document issued by the Police Service, a Court, a Doctor, District Nurse, family violence support service or lawyer.

36 SALARY AND ALLOWANCES

36.1 Rates of Pay

The total minimum rate payable effective for the period of this agreement shall be the rates as prescribed in the following table. QSO undertakes to review salaries on 1 July 2021 with respect to QSO actual budget position at that time and any Covid-19 impacts on performance, venues and audience restrictions.

| Classification | 3.00% increase Effective 6 January 2020 (First full pay period after 1 January 2020) | Effective 1 January 2021 |
|---|---|---------------------------------|
| Section Musician | | |
| 1 st year | 63,531 | 63,531 |
| 2 nd year | 65,858 | 65,858 |
| 3 rd year | 68,182 | 68,182 |
| 4 th year | 70,503 | 70,503 |
| 5 th year | 72,829 | 72,829 |
| 6 th year | 75,148 | 75,148 |
| 7 th year | 77,008 | 77,008 |
| 8 th year | 79,336 | 79,336 |
| Principal & Associate Principal | | |
| 1 st year | 83,054 | 83,054 |
| 2 nd year | 85,375 | 85,375 |
| 3 rd year | 87,705 | 87,705 |
| Section Principal/ Assoc Concertmaster | | |
| 1 st year | 91,888 | 91,888 |
| 2 nd year | 96,069 | 96,069 |
| Concertmaster | | |
| 1 st year | 100,716 | 100,716 |
| 2 nd year | 103,037 | 103,037 |

36.2 The fortnightly rate is calculated by dividing the annual salary by 313 and multiplying by 12. The hourly rate is calculated by dividing the fortnightly rate by 48. The call rate is calculated by multiplying the hourly rate by three.

36.3 Education activities may be worked by individual musicians. These activities shall be by agreement and voluntary. The musician will be paid per hour at a rate equivalent to the principal study tertiary teaching rates at the Queensland Conservatorium, Griffith University. These activities do not form part of the normal hours and shall not count towards weekly or annual call counts.

- 36.4.1 Additional payments for overtime allowances and associated penalties shall only apply to those employees who actually perform the work which would attract such payments.
- 36.4.2 A musician who is engaged as an accompanist shall be paid an hourly rate consistent with the following:
- 36.4.2.1 Pianist for performance or playing a grand or electric organ in an orchestra (other than a soloist); the corresponding rate as applied to a casual principal
 - 36.4.2.2 Pianist for rehearsals or an instrumentalist accompanist (other than pianist for both rehearsal and performance); the corresponding rate as applied to a casual rank and file musician
- 36.4.3 The minimum payment to be made to an employee engaged in pursuance of this clause shall be that appropriate to a call of 3 hours duration.

36.5 Salaries are payable fortnightly in arrears.

36.6 Time of Payment

- 36.6.1 All monies due under this agreement to a musician shall be paid each fortnight no later than 5.00 p.m. on the Friday after each fortnightly pay period.

36.7 Salary Information Advice

- 36.7.1 Particulars of details of payments to each musician shall be included in a clear form on the pay advice, or in a statement made available to the musician at the time such payment is made and shall contain the following information:
- 36.7.1.1 date of payment
 - 36.7.1.2 period covered by such payment
 - 36.7.1.3 gross amount of salary and allowances paid
 - 36.7.1.4 amount of each deduction made and the nature thereof, and
 - 36.7.1.5 net amount of wages and allowances paid.

36.8 Extra Instruments (Doubling)

- 36.8.1 When in any call a musician is required to play 1 or more additional instruments or play a substitute part, a payment of 20 per cent of the base tutti call rate per additional instrument will be made for that call. Refer to Appendix 2 for list of doubling instruments:
- 36.8.1.1 provided that a percussionist will be paid a doubling fee for a call only when required to play tuned instruments and rhythm instruments, irrespective of the number of each type played during that call.
- 36.8.2 Where applicable, higher duties allowance shall be paid in addition to the allowances prescribed by this clause.

36.9 Instrument Allowance

- 36.9.1 Where a musician is responsible for the upkeep of instruments, he/she shall receive a weekly allowance based on a percentage of the 1st year Section Musician hourly rate as follows:
- 36.9.1.1 brass family musicians 45%
 - 36.9.1.2 flute family musicians 45%
 - 36.9.1.3 timpanist and percussionists 45%

- 36.9.1.4 string family musicians 67.5%
- 36.9.1.5 reed woodwind musicians 67.5%
- 36.9.1.6 string musicians who have a 5 string double bass 90%
- 36.9.1.7 harpist 135%

36.9.2 Musicians in the doubling positions of Piccolo, Cor Anglais, Bass Clarinet, Eb Clarinet and Contrabassoon shall receive an additional allowance for the upkeep of the doubling instrument. Musicians in the clarinet section who routinely play A and B flat clarinets will receive 1 instrument allowance as above for those instruments.

36.9.3 The company may determine that a musician shall receive a further amount of allowance for purchase and upkeep of additional instruments.

36.9.4 Where the company requires a musician to play the following instruments, , the company shall provide and maintain them: Timpani, Percussion, Harp, Piano and keyboards, Contrabassoon, Bass clarinet, E Flat clarinet, Wagner tuba, Tuba, Alto flute, Bass flute, Oboe d'amore, Bass horn.

36.10 Playing In Combinations

36.10.1 No employee shall be required to play in a combination of fewer than 8 players independent of an orchestra performance other than on a voluntary basis. Refer to MOU for 2021.

36.11 Higher Duties

36.11.1 A musician who performs higher duties shall be paid at the higher rate for a minimum of 1 call on each occasion providing that higher duties for the full call is performed.

36.11.2 An Associate Principal may claim higher duties when they lead the section when:

- 36.11.2.1 they are replacing a Section Principal who is on leave or extended personal leave, or
- 36.11.2.2 they are leading a section of a split orchestra.
- 36.11.2.3 An Associate Principal may not claim higher duties when they are leading a section in the absence of the Section Principal due to rostering for individual works within a concert or to give respite to the Section Principal.

36.12 Superannuation

36.12.1 The company shall make a contribution as prescribed by the Superannuation Guarantee (Administration) Act 1992 for each musician to the Media Superannuation Fund (Media Super) or to another approved superannuation fund selected by the musician. Company contributions to the superannuation fund shall be made within 30 days after the completion of the pay period for which the musician was employed.

36.12.2 This clause applies to a musician who was employed by the company as at 31 December 2006 (Existing Musician). In addition to the SGL minimum contribution referred to in clause 36.12.1, the company will make a supplementary superannuation contribution for the existing musician so that the total amount of the company's superannuation contribution is equal to the amount set out in the company's letter to the existing musician dated 6 December 2006. The supplementary contribution will continue to be paid while the existing musician remains an employee of the company.

- 36.12.3 The company will make a supplementary superannuation contribution for musicians who commenced employment on or after 1 January 2007. For each musician, the supplementary contribution of the company will match any personal contribution made by that musician up to a maximum of 3%.
- 36.12.4 Personal contributions made by musicians under salary sacrifice arrangements will not reduce the ordinary time earnings calculations for determining employer superannuation contributions.
- 36.12.5 The company shall make a contribution as prescribed by the SGL for all musicians who are not permanent musicians to Media Super. Company contributions to Media Super shall be made within 30 days after the completion of the pay period for which the musician was employed.
- 36.12.6 The company will advise all musicians at the commencement of employment about superannuation entitlements and will supply the necessary application forms. Where a musician is already enrolled with the Media Super scheme, the musician will supply their membership number to the company.
- 36.12.7 Superannuation payments will continue for any period during which a musician is on paid leave.

36.13 Time and Salaries Record

- 36.13.1 The company shall keep such payroll records and other information about employees as is required by the Act and shall make such records available as is required by that act or other relevant legislation.

36.14 Dress Allowance

- 36.14.1 The company will provide an annual allowance for performance clothing of \$440, payable pro rata fortnightly for all permanent and fixed-term employees. Where an employee commences employment during the working year, payment will be pro rata from the date of employment.

37 MISCELLANEOUS

37.3 Training For Musician Representatives

- 37.3.1 Musicians who are to participate in orchestra committees or in other representative positions shall be entitled to attend appropriate training courses to assist them to prepare for this purpose. The parties recognise that such training to assist musicians to participate effectively within the consultative mechanisms within the company will make a positive contribution to attainment of the intentions of this agreement.
- 37.3.2 For this purpose, musician representatives may be granted up to 5 days leave on full pay in any calendar year provided that the operations of the company are not unduly affected by the musician's absences. Approval will not unreasonably be withheld.
- 37.3.3 The scope, content and level of the course for which leave is sought to be granted shall be such as to contribute to a better understanding of industrial relations.

37.4 Meetings

- 37.4.1 The company will facilitate the holding of meetings for the purpose of selecting musician representatives and enabling consultation with all musicians on matters pertaining to this agreement and working conditions and arrangements as required in order to promote a harmonious and constructive working environment.

38 TRAINING AND DEVELOPMENT

- 38.1 The company will continue to support personal development and training programs for musicians on a case by case basis. Such support would ordinarily be by way of providing time off from normal duties with or without pay and/or providing financial assistance to undertake the studies or training.
- 38.2 In considering the extent of support for a training program, orchestra management shall take into consideration the nature and duration of the training to be undertaken, the implications for the company's activities, previous studies assistance provided to the musician, any competing requests for assistance, the cost of the assistance sought and any other relevant matters.
- 38.3 The parties agree to develop an Annual Feedback Procedure. It is the responsibility of all musicians to participate in the company's Annual Feedback Procedure. The procedure and any subsequent changes will be by mutual agreement of the company and musicians of the orchestra. The Annual Feedback Procedure will be independent from the Performance Standard process. Information collected for the purposes of the Annual Feedback Procedure will not be used or referred to in relation to Clause 30 (Performance Standard).

39 SPECIAL FLEXIBILITY ARRANGEMENTS

- 39.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 39.1.1 the agreement deals with 1 or more of the following matters:
- 39.1.1.1 Combination of leave and rostering to assist a musician in circumstances of
 - 39.1.1.1.1 Personal or family crisis;
 - 39.1.1.1.2 the birth of a child to an employee's spouse or de factor partner;
 - 39.1.1.1.3 study tours;
 - 39.1.1.2 Allocation of additional calls to a musician's annual workload in recognition of additional non-playing activities undertaken by the musician in support of the QSO;
 - 39.1.1.3 Advancement of leave entitlements;
 - 39.1.1.4 Prepayment of leave loading; and
- 39.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in 39.1.1; and
- 39.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 39.2 The employer must ensure that the terms of the individual flexibility arrangement:
- 39.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - 39.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - 39.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 39.3 The employer must ensure that the individual flexibility arrangement:
- 39.3.1 is in writing; and
 - 39.3.2 includes the name of the employer and employee; and

- 39.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 39.3.4 includes details of:
 - 39.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 39.3.4.2 how the arrangement will vary the effect of the terms; and
 - 39.3.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 39.3.4.4 states the day on which the arrangement commences.
- 39.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 39.5 The employer or employee may terminate the individual flexibility arrangement:
 - 39.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 39.5.2 if the employer and employee agree in writing — at any time.
- 39.6 It is recognised that the artistic growth and continued financial stability of the company will necessitate a broadening of the variety of performance projects undertaken by the orchestra. This development may require additional flexibility of the working conditions specified elsewhere within the agreement.
- 39.7 Agreements reached in accordance with this clause will be authorised by the CEO or his/her representative and conveyed to the musicians concerned.

40 SPECIAL ARRANGEMENTS

- 40.1 Subject to 40.2, in exceptional circumstances involving touring and/or special projects management, the Players' Committee may agree that alternative rates or conditions may apply. Any such variation is subject to the endorsement of the majority of the musicians.
- 40.2 Alternative rates or conditions may be agreed under 40.1 provided that no musician shall incur an "out of pocket expense" as a result of such an agreement and provided further than such an agreement cannot vary actual salary rates.

41 RECORDINGS, BROADCASTS and STREAMING

Objectives:

Musicians and the company acknowledge the importance of providing access to QSO performances beyond the medium of live concerts. They further recognise that the recording and broadcast of performances is important to achieving QSO's Vision of being recognised as an outstanding orchestra and enhancing the financial stability of the company. The company acknowledges that the statutory rights of musicians to agree to any recording of their performance cannot be overtaken by this Agreement.

- 41.1 The company will arrange recordings of the orchestra's performances for either live or delayed broadcast and/or transmission via current and future media including but not limited to radio, television and internet. Such broadcasts and/or transmissions may only be made by a non-commercial media organisation such as the Australian Broadcasting Corporation where no income is derived and the product cannot be on-sold to any further entity for any profit.
 - 41.1.1 For either live or delayed broadcast and/or transmission via current and future media including but not limited to radio, television and internet made in accordance with clause 41.1, each participating musician shall be paid an annual royalty of \$1.

- 41.1.2 The company may arrange archival recordings of the orchestra's performances provided that the recorded material shall not be used for broadcast, transmitted in any form, used for re-recording, or in any way used for commercial purposes, without the written agreement of the Players' Committee.
- 41.2 The company will arrange recordings of the orchestra's performances for other non-commercial and commercial release through any medium provided always that any release of such recordings shall be subject to agreement between the company and the musicians under terms to be agreed between the company and the Players' Committee (other than broadcasts or telecasts recorded under clause 41.1).
- 41.3 The company will arrange recordings of the orchestra's performances for news/promotional purposes provided that:
- 41.3.1 No more than five continuous minutes may be broadcast or transmitted;
 - 41.3.2 Such recordings shall not be used for any commercial purpose; and
 - 41.3.3 Such recordings shall not be used to promote any product or organisation other than the company without a further written agreement between the company and the Players' Committee.
- 41.4 In all other circumstances the written agreement of the Players' Committee is required prior to recording.
- 41.5 Prior to any recording taking place the company will advise the musicians at the start of the call.
- 41.6 Recordings of the orchestra shall not be used for rehearsal of artists without the written agreement of the Players' Committee.
- 41.7 Before a recording (other than a live or delayed broadcast) is released under this clause, the musician members of the Artistic Committee may review the recording and, within 7 days of being provided with a copy of the recording, notify the Company of any artistic concerns regarding the recording. The Company will meet with the musician members of the Artistic Committee to discuss the concerns. Agreement to release applies to ongoing usage for non-commercial purposes.
- 41.8 Subclause 41.7 does not apply where an entitlement to review the recording is not granted to the Company under a contractual agreement.
- 41.9 The musicians agree the company may for publicity, promotional, community, educational or marketing purposes utilise the following: interviews with musicians, video recorded activities involving musicians (e.g. taking part in a cooking competition, running a masterclass, online instrumental tutorial), articles and blogs written by musicians. The company agrees that these will only be used in a non-commercial manner.

42 STANDING DOWN

- 42.1 A musician of Principal or Section Principal status who has more than 15 years' service at that level may request to stand down from his/her position but remain with the orchestra undertaking the duties of a lower position. The CEO in considering such a request shall have regard for a range of factors including the artistic, financial and structural impact on the company.

42.2 Where approval is granted for a musician to stand down, at the time of standing down that musician shall be paid the salary of the lower position and a gratuity allowance representing the difference between the salary of his/her former position and that of the lower position. The musician shall receive the salary adjustments applicable to the lower position and the gratuity allowance shall be reduced by the amount of the salary increase until such time as the gratuity allowance is reduced to zero. When the gratuity allowance is reduced to zero, the musician shall be entitled to be paid the salary of the lower position.

43 SALARY PACKAGING

43.1 This clause facilitates the provision of salary and benefit packages to individual musicians covered by this agreement.

43.2 For the purposes of this clause:

43.2.1 "superannuation benefit" means the benefit constituted by the provision by the company of, and equal to, the contributions to a designated superannuation fund in respect to a musician under a Package Agreement

43.2.2 "designated superannuation fund" means a superannuation fund nominated by the employer for the specific purposes of this clause

43.2.3 "package agreement" means an agreement between the company and a musician under clause 43.5

43.2.4 "package salary" means the salary payable under clause 44.5.2

43.2.5 "package value" means the total of the package salary and the superannuation benefit provided to a musician under a package agreement

43.3 This clause only applies if there is a package agreement in force and, if so, the other provisions of this agreement and the award shall be subject to this clause.

43.4 If there is a package agreement in force, regard shall be had to the superannuation benefit and package salary in assessing compliance by the company with the minimum remuneration provisions in this agreement and the award.

43.5 If, at any time a package agreement is in force, then subject to clause 43.6 the musician shall receive:

43.5.1 the superannuation benefit, and

43.5.2 a salary (package salary) equal to the difference between the superannuation benefit and the remuneration which would have applied to the musician under the other provisions of this agreement and the award had a package agreement not been in force.

43.6 Whilst a package agreement is in force:

43.6.1 a musician who takes paid leave on full pay shall receive the superannuation benefit and package salary during such period of leave.

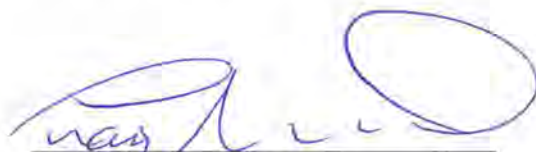
43.6.2 if a musician is absent on leave without pay for any reason, he/she shall not be entitled to any superannuation benefit during that period of absence.

43.6.3 if a musician is on leave on less than full pay, the superannuation benefit and the package salary shall be reduced by the same proportion (by way of example, if a musician takes leave on half pay, the superannuation benefit and the package salary will be reduced by half for the period of the leave). Special provisions covering

arrangements during periods of compensation shall be covered by the guidelines developed pursuant to subclause 43.8.

- 43.7 Any other payment or entitlement under this agreement, calculated by reference to the musician's salary, or rate of pay, however described, and payable:
- 43.7.1 during employment, or
 - 43.7.2 on termination of employment in respect of unused paid leave entitlements, shall be calculated by reference to the remuneration or rate of pay which would have applied to the musician under the other provisions of this agreement and the award had a Package Agreement not been in force.
- 43.8 The company shall produce guidelines in consultation with the musicians for the administrative facilitation of this clause to be read in conjunction with this clause. These guidelines shall include the following information:
- 43.8.1 eligibility to participate
 - 43.8.2 level of superannuation component
 - 43.8.3 frequency and timing of changes to the superannuation component
 - 43.8.4 details of the designated superannuation fund
 - 43.8.5 responsibilities of the parties
 - 43.8.6 treatment of salary packaging in compensation cases
 - 43.8.7 other matters
- 43.9 Nothing in this clause is to be construed as increasing the financial imposition of adherence to this agreement on the company (apart from incidental administrative costs).
- 43.10 The company may terminate the package agreement at any time after consultation with the musicians and with 4 weeks' notice.

44 SIGNATORIES



Craig Whitehead
Chief Executive

Queensland Symphony Orchestra Pty Ltd

114 Grey St. South Brisbane, Queensland 4101

11/3/21.
DATE



Lauren Manuel

President Players Committee

Queensland Symphony Orchestra Pty Ltd

114 Grey St. South Brisbane, Queensland 4101

11/3/2021
DATE

45 APPENDIX 1 – JOB DESCRIPTIONS

Objective

All musicians should be made aware of their requirements, responsibilities and obligations as members of the orchestra. The position description details matters and the competencies required of individual musicians.

Where this appendix provides for revised duties for a particular classification for musicians who commenced after 1 July 2003, the revised duties will not be a basis for any prejudicial action against a musician, employed prior to that date. In particular, the company will not use the fact that there has been a change in the job description in any decision relating to the musician's employment including, but not limited to, promotion, redundancy or offering additional work.

1 SECTION MUSICIANS

1.1 General Duties

The general duties and work requirements of a section musician are to:

- 1.1.1 work in accordance with the terms of this agreement
- 1.1.2 play the instrument(s) for which the musician was auditioned
- 1.1.3 mark parts and convey all relevant information consistent with Section Principals' instructions in a concise and timely manner
- 1.1.4 maintain a fully professional appearance and behaviour whilst on duty
- 1.1.5 participate in the relevant musical responsibilities of the section
- 1.1.6 follow the directions of the Section Principals in all matters relating to style, ensemble, intonation, articulation and bowing (as relevant) and seating.

1.2 Additional Instrument

A section musician may be required to play any instrument in the relevant family of instruments. The following requirements must however be met before a section musician will be required to play any instrument in the family of instruments:

- 1.2.1 there is a doubling part and the musician was auditioned on the relevant instrument(s), or
- 1.2.2 the musician is willing and has a recognised professional level of competence, or
- 1.2.3 the musician is willing and his or her artistic standards are not compromised.

1.3 Additional Duties

A section musician may also be required to perform the following duties:

- 1.3.1 perform higher duties, if willing
- 1.3.2 play in combinations of seven or less, separate from an orchestral performance, if willing
- 1.3.3 play off-stage at the conductor's direction
- 1.3.4 undertake preparation of relevant parts in advance of the first rehearsal
- 1.3.5 rehearse and perform relevant parts as required
- 1.3.6 participate in auditions, trial assessment meetings, consultative, orchestral and artistic meetings, as required
- 1.3.7 not unreasonably refuse to be available for meetings with CEO or HODs / Orchestra Management and colleagues to discuss job-related issues

- 1.3.8 undertake promotional activities consistent with the player's capacity as a professional musician and as agreed.

The parties agree that when considering the appropriateness of these additional duties, the artistic standards of the orchestra shall not be compromised.

2. PRINCIPAL MUSICIANS

The following positions are Principal musician positions:

- Piccolo
- Cor Anglais
- Bass Clarinet
- Contrabassoon
- 3rd Horn
- Bass Trombone
- Tuba
- Harp
- Timpani
- Principal 1st Violin

2.1 General Duties

- 2.1.1 work in accordance with the terms of this agreement
- 2.1.2 play the instrument for which the musician was auditioned.
- 2.1.3 Additional Duties

2.2 Principal Piccolo

- 2.2.1 In addition to the duties of section musicians, the Principal Piccolo will also:
 - 2.2.1.1 play Piccolo
 - 2.2.1.2 play in any section position where the composer has written a Piccolo doubling part
 - 2.2.1.3 play second, third or fourth flute if not otherwise playing Piccolo
 - 2.2.1.4 subject to consultation and agreement within the section, play 1st or 2nd flute in order to contribute to a balanced workload across the section.

2.3 Principal Cor Anglais

- 2.3.1 In addition to the duties of Section musicians, the Principal Cor Anglais will also:
 - 2.3.1.1 play Cor Anglais
 - 2.3.1.2 play in any section position where the composer has written a Cor Anglais doubling part
 - 2.3.1.3 play second, third or fourth oboe if not otherwise playing Cor Anglais
 - 2.3.1.4 subject to consultation and agreement within the section, play 1st or 2nd oboe in order to contribute to a balanced workload across the section.

2.4 Principal Bass Clarinet

- 2.4.1 In addition to the duties of section musicians, the Principal Bass Clarinet will also:
 - 2.4.1.1 play Bass Clarinet
 - 2.4.1.2 play in any section position where the composer has written a Bass Clarinet doubling part
 - 2.4.1.3 play second, third or fourth clarinet if not otherwise playing Bass Clarinet
 - 2.4.1.4 subject to consultation and agreement within the section, play 1st or 2nd clarinet in order to contribute to a balanced workload across the section.

2.5 Principal Contrabassoon

- 2.5.1 In addition to the duties of section musicians, the Principal Contrabassoon will also:
- 2.5.1.1 play Contrabassoon
 - 2.5.1.2 play in any section position where the composer has written a Contrabassoon doubling part
 - 2.5.1.3 play second, third or fourth bassoon if not otherwise playing Contrabassoon
 - 2.5.1.4 subject to consultation and agreement within the section, play 1st or 2nd bassoon in order to contribute to a balanced workload across the section.

2.6 Principal 1st Violin

- 2.6.1 In addition to the duties of section musicians, the Principal 1st Violin will also:
- 2.6.1.1.1 Sit on the front desk as required
 - 2.6.1.1.2 Lead the orchestra as required
 - 2.6.1.1.3 Prepare and play relevant solos
 - 2.6.1.1.4 Assist the Concertmaster in managing the section and preparing parts.

2.7 Principal Bass Trombone

- 2.7.1 In addition to the duties of section musicians, the Principal Bass Trombone will also:
- 2.7.1.1 play Bass Trombone
 - 2.7.1.2 play in any section position where the composer has written a Bass Trombone doubling part
 - 2.7.1.3 play third or fourth trombone if not otherwise playing Bass Trombone
 - 2.7.1.4 subject to consultation and agreement within the section, play 1st or 2nd trombone in order to contribute to a balanced workload across the section.

2.8 Principal 3rd Horn

- 2.8.1 In addition to the duties of section musicians, the Principal 3rd Horn will also play 1st Horn as required.

2.9 Principal Tuba

In addition to the duties of section musicians, the Principal Tuba will also play on the most suitable instrument available, parts written for Ophicleide and Cimbasso, if required.

3 ASSOCIATE PRINCIPAL MUSICIANS

3.1 General Duties

The general duties and work requirements of an Associate Principal musician are to:

- 3.1.1 work in accordance with the terms of this agreement, and
- 3.1.2 play the instrument(s) for which the musician was auditioned.

3.2 Additional Duties

- 3.2.1 In addition to the duties of section musicians, an Associate Principal musician will also:
- 3.2.1.1.1 prepare and play relevant solos;
 - 3.2.1.1.2 assist the Section Principal in managing the section and preparing parts;

- 3.2.1.1.3 share the musical responsibilities of the section and lead the section when required;
- 3.2.1.1.4 in the absence of the Section Principal, deputise for the Section Principal as required;
- 3.2.1.1.5 in the case of wind and brass play any part in works requiring the whole section;
- 3.2.1.1.6 in the case of the strings sit on the front desk or in another place as required.

4 ASSISTANT (SUB) PRINCIPAL MUSICIANS (STRINGS)

4.1 General duties and work requirements of an Assistant (Sub) Principal musician are to:

- 4.1.1 work in accordance with the terms of this agreement, and
- 4.1.2 play the instrument(s) for which the musician was auditioned.
- 4.2 Additional Duties of section musicians, Assistant (Sub) Principal musicians will also:
 - 4.2.1 prepare and play relevant solos;
 - 4.2.2 assist the Section Principal and Associate Principal in managing the section and preparing parts;
 - 4.2.3 share the musical responsibilities of the section and lead the section when required;
 - 4.2.4 sit on the front or second desk or in another place as required.

5 SECTION LEADER/PRINCIPAL MUSICIANS (excepting First violins)

5.1 General duties and work requirements of a Section leader/Principal musician are to:

- 5.1.1 work in accordance with the terms of this agreement, and play the instrument(s) for which the musician was auditioned, and
- 5.1.2 monitor the performance of, and provide guidance and feedback to, musicians within their Section, and
- 5.1.3 provide comments on the performance of individual musicians to the Performance Review Panel as necessary.

5.2 Additional Duties

In addition to the duties of a section musician, Section leader/Principal musicians (excepting First violins) will also:

- 5.2.1 prepare and play the first part of the section and relevant solos of the repertoire
- 5.2.2 lead and direct the section
- 5.2.3 take responsibility for the style, intonation, balance, ensemble, rhythm and preparation of the section
- 5.2.4 in the case of string principals, prepare 1st desk part with bowings and other markings from concertmaster's part
- 5.2.5 play other parts from time to time in an emergency or at his/her discretion
- 5.2.6 take responsibility in the first instance for the general discipline of the section
- 5.2.7 take responsibility in the first instance for rostering the section, and in string sections for seat allocation, assuring that appropriate input is received from section members and due consideration is given to artistic standards,
- 5.2.8 prepare suitable audition material for auditions and casual assessments relevant to the section and consult with orchestra management on the engagements of casual musicians; and

5.2.9 participate in monitoring the musical standard of the orchestra.

6 ASSOCIATE CONCERTMASTER

6.1 General Duties

The general duties and work requirements of an Associate Concertmaster are to:

- 6.1.1 work in accordance with the terms of this agreement
- 6.1.2 play the instrument(s) for which the musician was auditioned.

6.2 Additional Duties

In addition to the duties of section musician and a Section Principal musician, the Associate Concertmaster will also:

- 6.2.1 sit next to the Concertmaster or in other positions as agreed with the Concertmaster
- 6.2.2 lead the orchestra and assume the performing duties of Concertmaster in his/her absence or as required
- 6.2.3 prepare and play relevant repertoire solos in consultation with the Concertmaster;
- 6.2.4 be available to cover for the Concertmaster in an emergency for all programs whether or not rostered for the program,
- 6.2.5 take responsibility for tuning the orchestra when required by the Concertmaster and
- 6.2.6 participate in monitoring the musical standard of the orchestra.

7 CONCERTMASTER

7.1 General Duties

The general duties and work requirements of a Concertmaster are to:

- 7.1.1 work in accordance with the terms of this agreement, and
- 7.1.2 play the instrument(s) for which the musician was auditioned.

7.2 Additional Duties

The Concertmaster shall:

- 7.2.1 oversee and participate in all activities of the orchestra as agreed with orchestra management
- 7.2.2 lead the orchestra
- 7.2.3 prepare bowings for the first violins and liaise with other string Section Principals for appropriate bowings
- 7.2.4 prepare and play relevant repertoire solos
- 7.2.5 take responsibility for tuning the orchestra
- 7.2.6 consult with the Conductor on musical and artistic matters
- 7.2.7 maintain a fully professional appearance and behaviour whilst performing and rehearsing
- 7.2.8 participate in auditions, trial assessment meetings, consultative, orchestral and artistic meetings as required
- 7.2.9 not unreasonably refuse to be available for meetings with orchestra management and colleagues to discuss job-related issues
- 7.2.10 undertake promotional activities as agreed
- 7.2.11 meet with orchestra management to discuss artistic, program and administrative matters

- 7.2.12 take responsibility for rostering and allocation of seating for the first violin section
- 7.2.13 consult with section members as appropriate
- 7.2.14 take responsibility for general orchestral discipline
- 7.2.15 conduct the orchestra as agreed with orchestra management and
- 7.2.16 participate in monitoring the musical standard of the orchestra.

46 APPENDIX 2 – INSTRUMENT FAMILIES

FLUTE

Piccolo
Alto Flute

OBOE

Cor Anglais
Heckelphone
Oboe d'amore

CLARINET

A Clarinet
Bb Clarinet
C Clarinet
Eb Clarinet
Basset Horn
Bass Clarinet
Contra Bass Clarinet
Saxophone

BASSOON

Contrabassoon

HORN

Wagner Tuba
French Horn

TRUMPET

Bb Trumpet
C Trumpet
D Trumpet
Piccolo Trumpet
Rotary Valve Trumpet
Flugel Horn
Cornet
Bass Trumpet

TROMBONE

Bass Trombone
Alto Trombone
Bass Trumpet
Euphonium

TUBA

Ophicleide
Cimbasso

PERCUSSION

Drumkit
Timpani

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Annexure A

Annexure A

IN THE Fair WORK COMMISSION

FWC Matter No: **AG2021/3969**

Applicant: **Queensland Symphony Orchestra**

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKING – Section 190

I, **Craig Whitehead**, Chief Executive of the Queensland Symphony Orchestra (**QSO**), give the following undertakings with respect to the Queensland Symphony Orchestra Musicians' Agreement 2021 (**Agreement**), pursuant to Section 190 of the Fair Work Act 2009 (Cth), to address issues raised by Deputy President Mansini in relation to the application before the Fair Work Commission to approve the agreement:

1. (**Undertaking One**) Clause 35.3.9 of the Agreement will not give any musician covered by the agreement a lesser entitlement than the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. (**Undertaking Two**) Clause 35.5 of the Agreement will not give any musician covered by the agreement a lesser entitlement than the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. (**Undertaking Three**) Clause 35.8 of the Agreement will not give any musician covered by the agreement a lesser entitlement than the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
4. (**Undertaking Four**) I have the authority to give these undertakings on the QSO's behalf.


Signature
Chief Executive


Date