

**AGREEMENT FOR  
THE SCOTTISH BALLET ORCHESTRA**

between

**SCOTTISH BALLET**

and

**MUSICIANS' UNION**

1 April 2022

This Agreement is made on 1 April 2022 between Scottish Ballet (hereinafter called the Company) of the one part and the Musicians' Union (hereinafter called the Union) of the other part.

It is agreed between the Company and the Union that this agreement represents the minimum terms and conditions agreed collectively between the Company, the members of the Orchestra and the Union for the rates of pay and conditions that will apply for Musicians when they provide their services in the Scottish Ballet Orchestra in the United Kingdom.

The terms and conditions set out in this Agreement shall come into effect from 1 April 2022 and shall replace the previous Agreement dated 1 April 2019.

## **1 FEES/ TOURING ALLOWANCE**

Subject to the Musician performing his/her services in accordance with the terms of this Agreement, the Company shall pay to the Musician the fees as set out in Appendix A, and Touring Allowance as set out in Appendix B.

All named members of the orchestra and Musicians booked for the whole of a tour are required to provide the Company with details of their bank account in order that payments can be made directly into their account by BACS. All deputies or Musicians booked in emergency circumstances and being paid by the Company are also required to provide bank details for BACS payment. The Company will undertake to see that under normal circumstances payments will be in the Musicians' accounts by the following Wednesday. It is the Musician's responsibility to advise the Company of any change to their banking details.

## **2 TERMS OF ENGAGEMENT**

The fees paid to the Musician, in accordance with the above clause shall cover services as required by the Company for the following:

- a) Each session will last for a maximum of three hours.
- b) A session may comprise a performance, rehearsal or seating/balancing rehearsal. In the case of a seating/balancing rehearsal, members of the orchestra will not be called more than two hours before a performance and the session will not exceed 60 minutes, of which only 30 minutes can be used as rehearsal time.
- c) The standard working week is deemed to commence on Monday and end on Sunday.
- d) There should be a break of not less than fifteen minutes duration, which should be taken during the first two hours of each session.
- e) Where there are less than 5 sessions in a week an enhancement, as detailed in Appendix A (which includes holiday pay at 12.03%) per Musician per session will be added to the appropriate session fee up to a maximum of 4 sessions.
- f) When a Musician is invited to undertake a trial with the Orchestra, he/she will be subject to the terms and conditions of the normal Agreement. However, for any period of time spent in Glasgow for rehearsals or performances, touring allowance will be paid at the appropriate rate, and in addition, a return train fare, or two single fares dependant on the venues at the beginning and end of the trial, will be paid to cover travel from the Musician's normal place of residence.

### **3 OVERTIME**

Overtime will require the consent of the Musician which shall not be unreasonably withheld. Overtime will be calculated in fifteen minute segments up to a maximum of one hour worked in excess of the three hour basic session. For each fifteen minutes worked the Musician will be paid at the rate of one and a half times the basic rate for a fifteen minute segment. Overtime in excess of one hour shall attract a further full session payment at the rate of the initial session.

### **4 PUBLIC HOLIDAYS**

Where a session takes place on any of the following dates - January 1, January 2, Easter Monday, Christmas Day, Boxing Day – the Musician shall be paid at double the basic session rate. If the Musician is not required to work on any of these dates then no payment, either fee or touring allowance, will be made.

### **5 COVERING ANOTHER PART**

If, in an emergency, a Musician is requested to “cover” the part of another instrument not hitherto written in his/her own part, he/she shall be paid his/her session rate plus 25%.

### **6 STAGE PERFORMANCE**

If the Musician is required by the Company to perform on or off-stage, seen or unseen, an additional fee will be paid subject to negotiation. Performances will be paid at the session rate detailed in Appendix A.

### **7 DOUBLING/TREBLING**

A Musician may be required by the Company to play two instruments or more for part, or all of the engagement, for the appropriate enhanced fee as listed in the schedule of payments (Appendix A).

### **8 TRAVEL**

A Standard Class rail fare, as appropriate to the schedule, will be paid to cover the cost of travel on tour outwith Glasgow. The rate paid will be the standard rate available at the time of travel. A list of the amounts to be paid throughout the tour will be attached to the contract. The Company reserves the right to fly the orchestra to certain venues and in such circumstances, would undertake to provide insured transport of instruments as listed in Appendix B. Insurance of instruments on all other occasions will be the responsibility of the owner.

### **9 PORTERAGE**

For the transporting of instruments as listed in Appendix A, Musicians will receive weekly portorage payments shown, whether or not the Musician is required by the Company to remove his/her instruments from the theatre after the final performance of the week. If additional rehearsals or performances are called by the Company at venues other than the theatre/concert hall, they shall attract an additional portorage payment at the agreed rate.

## **10 ORCHESTRA PERSONNEL**

- a) The Scottish Ballet Orchestra will be those listed in Appendix C. The size of the Orchestra will be dictated by repertoire and venue and the inclusion of a Musician in Appendix C is not a guarantee of work; fees will only be payable to those Musicians who are contracted for a session.
- b) If a regular member of the front two desks of 1<sup>st</sup> violins, or of the front desks of 2<sup>nd</sup> violins, violas, cellos and double basses, having accepted an engagement, requests leave of absence for the whole or a considerable part of a tour it is at the discretion of the Chief Conductor, in consultation with the Section Principal and Music & Orchestral Services Manager, whether a vacancy shall be filled by asking Musicians to sit up, or whether another Musician is brought in.
- c) In the event of short-term absence through sickness, accident or other emergency, Musicians will be expected to sit up, if requested, for the appropriate fee.
- d) If a Musician turns down the offer of engagement for two consecutive tours, he/she may cease to be considered a member of the Orchestra.

## **11 EXTRAS AND DEPUTIES**

- a) When a musician, having accepted an engagement, cannot or does not wish to provide their services for the purposes of a performance or rehearsal, the musician shall advise the Music & Orchestral Services Manager, ideally in good time (where possible 4 weeks) before the relevant performance or rehearsal. The deputy will be drawn from a pool agreed to and reviewed every six months by the Chief Conductor, Music & Orchestral Services Manager and relevant Section Principal. The Music & Orchestral Services Manager will consult with the Chief Conductor and the relevant Principal Musician before finalising any booking.

It is mutually agreed that, where a player is required at short notice, if the Music & Orchestral Services Manager finds that none of the listed players are available or immediately contactable, he will consult with the Principal Player. If he cannot reach the Principal Player, the Music & Orchestral Services Manager will use his discretion to approach any player he deems to be suitable in order to fill the vacancy.

- b) The Company will administer payment of any session fees and travel / touring allowances to the deputy (as per agreed rates). For clarity: in the event that a player withdraws their services for a performance/s and the travel and/or touring allowance for those performances have been paid, this will be reimbursed to Scottish Ballet via deduction from their next payment (or by bank transfer from the player).

## **12 SICKNESS AND ACCIDENT**

- a) Following the commencement of a tour (deemed to be the date of the first orchestra rehearsal), in the event of a Musician being absent from any rehearsal or performance due to illness or physical incapacity, he/she shall be paid the full fee at the appropriate rate, together with touring allowance where applicable during the period of absence, subject to a maximum of 2 sessions in any working week, and to a maximum of 5 sessions in any one tour.

- b) If, in the view of the Company, a Musician is unable to fulfil his/her commitment through illness or injury, the Company reserves the right to send the Musician home. In this event, his/her fare will be paid but, when recovered, the Musician will be expected to re-join the tour at his/her own expense. In all cases of illness or injury of more than three days, the Musician shall supply the Company with a medical certificate.

### **13 NOTICE OF SCHEDULE**

The Company undertakes to give as much notice as possible of future tours. Final details of any tour schedule will be issued no less than 4 weeks prior to the first rehearsal. In the event of a change to the schedule 14 days' notice will be given by the Company.

### **14 REPERTOIRE**

No additional fees will be paid if the Musician is required to accompany more than one work within any one tour or week.

### **15 DRESS**

The dress for performance will be:

Gentlemen - long sleeved-black shirt (with collar), black trousers, black shoes and plain black socks. On some first nights, for galas and for other special events, the Company may specify evening dress, either white tie and tails or black tie and dinner jacket. The dress to be worn will be specified in the contract for each tour.

Ladies - Long or medium length plain black dress, or plain black trouser suit and black shoes.

### **16 PERFORMANCE APPRAISAL**

The Orchestra Committee and the Union shall be notified if the following procedures are instigated: Should a Musician's standard of performance be questioned, either by the Chief Conductor or by the relevant Principal Musician, the Musician will be informed verbally by ~~the Chief Conductor in the presence of the~~ Music & Orchestral Services Manager, the Union or Musician's own representative, or, in the case of a Section Principal, in the presence of the Leader. The warning will be confirmed in writing within seven days with the reasons for such a warning being clearly stated with a copy to the Union.

Except in exceptional circumstances, the Musician will be entitled to be offered work for one further contract (excluding contracts for individual weeks). Should the required improvement not be recognised, the Musician will be notified in writing that no further contracts will be offered.

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## 17 DISCIPLINE AND GRIEVANCE

- a) Should a Musician's conduct or attendance be in question, a verbal warning must (initially) be given by the Music & Orchestral Services Manager in the presence of the Union representative. Should the misconduct be repeated, a warning in writing shall be issued by the Music & Orchestral Services Manager to the Musician, with a copy to the Union. If these warnings are not heeded any ongoing engagements may then be terminated. A warning will stand for one calendar year, after which time the warning will be withdrawn.
- b) In the event of serious misconduct (e.g. being under the influence of drugs or alcohol, or abuse of sickness and accident procedures) the orchestra member will be immediately suspended without payment and a disciplinary meeting convened at which the orchestra member may be accompanied by a Union representative. Any Musician who has a grievance relating to their work as a Musician in the Scottish Ballet orchestra should raise it first with the Music & Orchestral Services Manager or with their Section Principal or, with the leader in the case of a Section Principal. They should try to resolve the matter within one week. If this is not successful a more formal meeting should be arranged within a further week with the Chief Conductor, the Music & Orchestral Services Manager and the Union or the Musician's own representative in order to achieve a resolution.

## 18 AUDIO-VISUAL RECORDING

- a) The Company may audio-visually record up to four programmes per annum (the Company may record each of these programmes on two separate occasions) without this attracting any additional payment to the musicians. The recordings will be stored by the Company for archive/ teaching purposes. Recordings made under this Agreement will not be used to evaluate and/or assess the capabilities of participating musicians. Any proposed recordings involving musicians, not consisting of a full public performance of a main-scale ballet, must be agreed with the relevant players prior to the commencement of recording
- b) The recordings may be used for promotional and educational purposes only. The recordings will be provided free and for non-commercial presentation, including on the Company's own website, to promote ticket sales for Scottish Ballet. It may be used by third parties such as tourist boards and government agencies, or to promote the theatre venues or cities to which Scottish Ballet tours. The excerpts used must not include any piece in its entirety, however short.
- c) Any other use of recordings must be agreed with the Union. Scottish Ballet and the Union will jointly hold the copyright on all audio-visual material recorded under this Agreement. Should an opportunity arise for commercial or broadcast exploitation of material recorded under this Agreement, the Union will relinquish its position as rights holder upon payment of the appropriate fees to the musicians.
- d) For the avoidance of doubt, "teaching purposes" refers to internal company use and relates to the long-standing practice of using audio-visual recordings to assist in the process of maintaining a production within the company's repertoire, regardless of any changes in personnel. "Educational purposes" refers to any use that supports educational activity and is delivered in a context where live performance is not feasible.

## **19 TELEVISION AND SOUND BROADCASTING**

The Musician shall not be under any obligation to permit a performance or rehearsal to be broadcast or recorded, and the Company shall not be entitled to arrange any broadcast or recording of a performance or rehearsal, without prior agreement between the Company and the members of the orchestra. The Company shall pay the Musician for any such broadcast or recording in accordance with the rates agreed between the Union and the appropriate broadcasting or recording company. In the case of situations covered by the News Access Agreement, the Company undertakes to notify the Players' Committee before the recording is scheduled to begin, and, in the event of this not being possible, the Company will contact the Musicians' Union who will accept notification on the players' behalf. No recordings may be used to assess the playing of an individual Musician.

## **20 USE OF RECORDED MUSIC**

The Company shall not, without the Union's prior consent, use or approve the use of any recorded music in substitution, amplification or augmentation of the performances required of the Musician under this agreement.

## **21 ELECTRONIC INSTRUMENTS**

Instruments and devices incorporating pre-recorded sounds by electronic means may be used, provided that they do not replace or reduce the employment of conventional instrumentalists on engagements carried out under this agreement where conventional instrumentalists may reasonably expect to be used.

## **22 HEALTH AND SAFETY**

The Company will appoint two Health and Safety Officers to oversee all implementations of the relevant government regulations. The Union will provide adequate training for such officers. It is agreed that there shall always be at least two exits from the orchestra pit at all venues.

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## **23 UNION MEMBERSHIP**

The Company recognises the Musicians' Union as the sole representative organisation for Musicians and strongly recommends all Musicians to become or remain members of the Union.

## **24 CONCILIATION**

In the event of any dispute or difference arising between the Company and a Musician as to the interpretation of this agreement, and if such a dispute or difference cannot be resolved between the parties thereto within a reasonable time, then, at the request of either party, it may be referred to a conciliation board (consisting of an equal number of representatives from the Scottish Ballet and the Union), which shall meet and give a decision with the utmost

dispatch, and in any event within not more than 28 days. Such a decision shall be final and binding on the parties to the dispute or difference.

**25 TERMINATION**

This Agreement shall remain in force for a minimum of 12 months from the date of signing by both parties but may be terminated by either party giving three months' notice of termination in writing.



## **Appendix A: Fees & Porterage**

Musicians will be paid the following gross fees for sessions worked in 2022/23:

	<b>Fee</b>
	<b>2022/23</b>
<b>Performance</b>	+ 3%
Tutti	76.72
Sub Principal	80.46
Principal	83.70
<b>Seating</b>	
Tutti	18.02
Sub Principal	19.52
Principal	20.30
<b>Porterage</b>	
Cello	13.90
Double bass	18.50
Harp	24.70
<b>Enhancement Fee</b>	11.72

Where a Musician is required to play one of the undernoted instruments, and where the part is deemed by the Chief Conductor to be of sufficient length and/or difficulty, the Musician will be paid a principal fee and, if appropriate, doubling:

Piccolo, Alto Flute, Cor Anglais, E flat Clarinet, Bass Clarinet, Saxophone, Contra Bassoon, Cornet, Piano, Organ, Celeste, other keyboard.

There shall be deemed to be four categories of percussion instruments as listed below, and the instruments in each category shall be collectively treated as one instrument (except in the case of category 2, when only a maximum of any three instruments therein may be treated as one instrument). Accordingly, the Company may engage a Musician to play any one or more of the instruments in any one category at not less than the minimum fee applicable to his/her position in the orchestra and any one or more of the remaining three categories (subject as provided above in respect of category 2) to paying him/her in accordance with the above clause.

Category 1. Basic Percussion Instruments: Bass drum, snare drum, tom-toms, cymbals, plus the usual small accessories and reasonable effects (including castanets and tambourine).

Category 2. Tuned Mallet Instruments: Glockenspiel, marimba, tubular bells, vibraphone and xylophone.

Category 3. "Latin American" Rhythm Instruments: including claves, maracas and bongos.

Category 4. Timpani – a maximum of four.

Category 5. Drum kit.

Doubling Payments:

Two instruments or categories	fee plus 10%
Three instruments or categories	fee plus 20%
More than three	fee plus 33% or fee plus 50% negotiable

Where doubling applies, overtime and extra session rates are increased accordingly.

When a Musician “sits up” to a higher rank he/she will be entitled to payment at the appropriate higher level.

Stage performance payments:

Session rate	fee plus 50%
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### **Appendix B: Touring Allowance**

Touring Allowance will be paid to Musicians when the orchestra is performing or rehearsing out of Glasgow as per the UK Theatre agreed rates.

The weekly rate is payable for 6 or 7 days on tour, one-sixth thereof being payable per day for 5 or fewer days per week

## **Appendix C: Musicians** @ 21 November 2022

<b>Violin 1</b>	Justine Watts vacant Stewart Webster vacant Anne Macdonald Gillian Risi Kirstin Drew Fiona Bryce Murdoch	Leader Associate Leader Principal Sub-Principal Tutti
<b>Violin 2</b>	Katrina Lee Chris Quaid Jackie Norrie Colin McKee Alan Mason vacant	Principal Sub-Principal Tutti
<b>Violas</b>	Ian Anderson George Cuthbertson vacant vacant	Principal Sub-Principal Tutti
<b>Celli</b>	Mark Bailey Susan Dance John Davidson Rosemary Townhill	Principal Sub-Principal Tutti
<b>Double Basses</b>	Rick Standley Chris Sergeant	Principal Sub-Principal
<b>Flutes</b>	vacant vacant	Principal Sub-Principal
<b>Oboes</b>	Ruth Contractor Mary James	Principal Sub-Principal
<b>Clarinets</b>	Robert Fairley Janet Laird	Principal Sub-Principal
<b>Bassoons</b>	Grant Mackay Alex Walker	Principal Sub-Principal
<b>Horns</b>	vacant Dan Beer Hayley Tonner Christine McGinley	Principal Sub-Principal Principal Sub-Principal
<b>Trumpets</b>	vacant Robert Baxter Alexander McGrattan	Principal Sub-Principal Sub-Principal
<b>Trombones</b>	Nigel Cox Paul Stone Alan Adams	Principal Sub-Principal Principal
<b>Tuba</b>	Jonathan Gawn	Principal
<b>Harp</b>	Meredith McCracken	Principal
<b>Timpani</b>	Peter Evans	Principal
<b>Percussion</b>	Martin Willis Owen Williams	Principal Sub-Principal