



WELSH NATIONAL OPERA ORCHESTRA

HOUSE AGREEMENT 1 SEPTEMBER 2025-2026

It is agreed between Wesh National Opera (WNO) and the Musicians' Union (MU) that this agreement represents the minimum terms and conditions agreed collectively between WNO (the Company) and the MU for salaries and conditions of musicians working for the Welsh National Opera Orchestra.

Signed by

A handwritten signature in black ink, appearing to read 'M Downes'.

Matthew Downes
Head of Orchestra
Welsh National Opera

A handwritten signature in black ink, appearing to read 'Jo Laverty'.

Jo Laverty
National Organiser, Orchestras
Musicians' Union

Part 1

1.1 Precedent

1.1.1 No previous benefit, agreement or working practice between WNO and Musicians' Union will be regarded as precedent to be applied to this agreement or future working practices. When the contract is silent on a particular issue there will be negotiation between WNO and Musicians' Union, which may reference previous custom and practice.

1.2 Duration of Agreement

1.2.1 The general terms and provisions of this agreement will continue in force until terminated or revised by either party giving to the other not less than thirteen weeks' notice in writing, in the case of revision, accompanied by detailed proposals.

1.3 Financial Provisions

1.3.1 The financial provisions of this Agreement will be reviewed annually for implementation from the start of each contract year (see Part 2, clause 2.1.1) or to other such timescales as shall be mutually agreed between both parties.

1.4 Union Membership

1.4.1 WNO recognises Musicians' Union as the sole Trade Union for the purposes of representing the interests of and negotiating wages and working conditions of employees contracted to play in the Orchestra of Welsh National Opera. WNO strongly recommends all players become and/or remain members of the Union.

1.4.2 Orchestra members will elect a Representative Committee in accordance with the Orchestra Committee constitution. Copies of the constitution will be made available to WNO and all orchestra members.

1.4.3 The Chair of the Committee and the Musicians' Union Steward or Regional Organiser will ensure that WNO is kept up-to-date with the names of employees who have been elected to serve on the representative committee.

1.4.4 If some or all of the members of the orchestra wish to hold a meeting, the Chair or Steward will consult with the Orchestra Manager or Head of Orchestra to agree a time which is mutually convenient. The orchestra members will not unreasonably refuse a request by WNO to be present.

1.4.5 Musicians' Union / orchestra members will not, individually or collectively, cease work without giving such statutory notice as set out in current legislation or before an opportunity has been afforded to WNO and the Union representatives to address any matter in disagreement by following the procedures as set out in this Agreement.

1.5 Health and Safety

1.5.1 WNO and Musicians' Union will at all times co-operate in the implementation of WNO's Health and Safety Policy as prepared by the WNO Health and Safety Committee in accordance with the Health and Safety at Work etc. Act 1974 and any other relevant legislation

1.5.2 A member of the orchestra shall be nominated to serve as a member of the Company's Health and Safety Committee. The representative must be a member of the Union and ideally should have attended the Union's Health & Safety Representatives course.

1.5.3 The Company recognises the importance of having trained first aiders in all areas of the organisation and endeavours to support two first aiders within the Orchestra.

General Conditions of Work & Company Policies

1.6 Adoption Leave

1.6.1 The Company's policy on adoption leave is included within the Company Handbook.

1.7 Alcohol and Drug Abuse

1.7.1 WNO has a general duty under the Health & Safety at Work etc. Act 1974 to ensure, as far as is reasonably practicable, the health, safety and welfare of its employees.

1.7.2 WNO cannot knowingly allow an employee under the influence of excess alcohol to continue working and placing other staff at risk. It is also the duty of all employees to take reasonable care of themselves and of others who could be affected by what they do. The consumption of alcohol or drugs at work has therefore to be treated very seriously.

1.7.3 The Company's Alcohol and Drugs Policy is included in the Company Handbook. Specific guidelines for Orchestra members are included as an appendix to this Agreement (Appendix E).

1.8 Appraisals

1.8.1 The Company will continue a dialogue with representatives of the Orchestra to design an appropriate appraisal process with a view to introducing appraisals from the 2010/11 season.

1.9 Bullying and Harassment Policy

1.9.1 The Company is committed to working towards creating a working climate in which all employees are treated fairly and with dignity and respect. It is the Company's aim to build happy and productive working relationships in which the constructive discussion of differences of views and approaches is encouraged. To achieve this the Company will aim to educate the workforce in the development of positive behaviours and we will deal firmly but fairly with negative behaviours, including bullying and harassment.

1.9.2 The Company's full policy on bullying and harassment is included within the Company Handbook.

1.10 Contract of Employment

1.10.1 Every employee will receive a written contract of employment. Where an individual is contracted after the implementation of this agreement he/she will work under the same terms and conditions defined in this Agreement.

1.10.2 An individual may enter into a private contract with WNO. The contract must set out any variations from this agreement.

1.10.3 New employees will normally be engaged on a contract which incorporates a probationary period, usually of six months. Progress will usually be assessed at the end of the six-month period at which time a decision will be taken whether to confirm the appointment or, in exceptional circumstances, to extend the probationary period or terminate the employment.

1.10.4 Notice will be a minimum of 1 week on either side during the probationary period. Following successful completion of the probationary period notice will be at least thirteen weeks and in the case of the Musician resigning from his/her contract he/she shall do so by giving to the Company thirteen weeks' notice in writing, such notice being given on any Saturday.

1.11 Disabled Employees

1.11.1 WNO recognises that it has clear obligations to ensure that people with disabilities are afforded equal opportunities for employment and career progression within the Company. Should employees become disabled in the course of their employment, steps will be taken to enable them to remain in employment with the Company wherever possible. The Company's full policy on disability is included within the Company Handbook.

1.12 Disciplinary Procedure

1.12.1 The Company's disciplinary procedure is included in the Company Handbook.

1.12.2 For disciplinary matters concerning Orchestra members, informal or formal disciplinary proceedings will be conducted by either the Orchestra Manager or Head of Orchestra. If the formal procedure has been applied any appeal will be heard by the Head of Orchestra unless he/she has been involved in the process already in which case an appeal will be heard by the Managing Director. In circumstances where a disciplinary hearing has been conducted by the Managing Director any appeal will be heard by the Chief Executive and Artistic Director.

1.12.3 Issues concerning poor artistic performance will be dealt with under section 1.23 and, if necessary, the arrangements set out in Appendix F.

1.13 Email and Internet Policy

1.13.1 While the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of the system can cause problems. The Company has developed a policy which sets out the correct use of the email and internet system. This policy is included within the Company Handbook.

1.14 Equal Opportunities

1.14.1 WNO is committed to a comprehensive policy of equal opportunities in employment in which individuals are selected and treated on the basis of their relevant merits and abilities and are given equal opportunities within WNO. The aim of the policy is to ensure that no job applicant or employee should receive less favourable treatment on any grounds not relevant to good employment and to eliminate unfair discrimination in its recruitment, selection and employment practices.

1.14.2 The Company's detailed policy on equal opportunities is included in the Company Handbook.

1.15 First Aid

1.15.1 The Company's comprehensive first aid policy is included within the Company Handbook.

1.16 Grievance Procedure

1.16.1 The Company's policy for dealing with grievances is included in the Company Handbook. The policy enables grievances to be dealt with on an informal or formal basis.

1.16.2 If a Musician has a grievance the matter should first be referred to the Orchestra Manager or Head of Orchestra.

1.17 Holidays

1.17.1 Details of holiday entitlement and holiday pay are included in Part 2, section 2.24.

1.18 Joint Conciliation and Dispute Resolution

1.18.1 The joint conciliation procedure will be followed in cases when there is a disagreement between a Union and WNO regarding the observation, meaning or interpretation of the relevant House Agreement. (In cases where an individual has a grievance or disagreement regarding his/her employment the Grievance Procedure shall be followed).

1.18.2 WNO and the Union will always endeavour to resolve issues of disagreement between each other on an informal basis and at the level appropriate to the issue.

1.18.3 WNO and the Union agree that in the event of any disagreement arising which cannot immediately be resolved, then whatever practice existed prior to the disagreement shall continue to operate until there is a resolution of the disagreement.

1.18.4 All disagreements between WNO and the Union will be dealt with through the Joint Conciliation procedure. No action outside this procedure i.e. no stoppage of work, strike, lock-out or any other industrial action will therefore be taken by the WNO or the Union.

1.18.5 No member of the Union will be prejudiced or victimised by WNO because their Union has made representation on his/her behalf.

1.18.6 Stage 1

Within five working days of the event giving rise to the disagreement the matter shall be considered by the WNO Union Steward and the Orchestra Manager / Head of Orchestra, with the participation of the Chair of the Orchestra Committee or other committee representative.

1.18.7 Stage 2

If the disagreement remains unresolved the matter shall, within five working days of the meeting under Stage 1, be considered by the Union National Officer and relevant WNO managers, each of whom may at his/her discretion invite the participation in person and/or in writing of any of those who have participated at an earlier stage of this procedure.

1.18.8 Stage 3

If the disagreement remains unresolved the matter shall, within five working days of the meeting under Stage 2, be considered by the Union General Secretary and the WNO Chief Executive and Artistic Director or Managing Director, each of whom may at his/her discretion invite the participation in person and/or in writing of any of those who have participated at an earlier stage of this procedure, or failing such agreement the disagreement shall be dealt with under Stage 4.

1.18.9 Stage 4

If the disagreement remains unresolved the matter shall by mutual agreement be referred to ACAS. Both parties will separately make contact with the appropriate ACAS office and request a meeting under the auspices of ACAS for the purposes of conciliation.

1.18.10 If, after a process of conciliation, ACAS advise WNO and the Union that the disagreement cannot be resolved by this process, then both parties shall agree to refer the disagreement to an arbitrator appointed by ACAS. Prior to the hearing both parties will agree joint terms of reference on the matter to be decided by the arbitrator. WNO and the Union will each present its case to the arbitrator at the hearing. The decision of the arbitrator will be final and binding on both parties.

1.19 Maternity

1.19.1 The Company offers statutory and enhanced benefits to women during their period of maternity. These arrangements are set out in the maternity policy which is included within the Company Handbook.

1.20 Parental & Dependents Leave

1.20.1 A policy that sets out entitlement to unpaid time off to look after a young child or time off to care for dependents is included within the Company Handbook.

1.21 Paternity Leave

1.21.1 The Company's paternity leave policy is included within the Company Handbook.

1.22 Pensions

1.22.1 There are two pension options available to Musicians employed under this agreement:

1.22.2 Option 1:

The Company shall contribute 5.5% of basic salary into the Grouped Personal Pension Scheme for the Musician, provided that:

a) The Musician has joined / enrolled into the Group Personal Pension Scheme selected by the Company;

b) The Musician agrees to contribute a minimum of 4% to the Scheme either:

i) by entering into a salary sacrifice scheme with the Company (this method is required for Musicians hired on a PAYE tax basis);

ii) by agreeing that the Company may deduct the contributions directly from each basic salary amount due to the Musician.

In the case of the salary sacrifice scheme, the employer payment into the scheme will be the combined contributions from the Musician and the Company.

The Company's contributions under this clause will be paid to the Grouped Personal Pension Scheme in the month following the receipt of contributions from the Musician from the payroll.

The Provider of the Group Personal Pension Scheme may be changed at the discretion of the Company.

1.22.3 Option 2:

The Company shall make an annual contribution of 5.5% of basic salary to a Musician who has entered into an arrangement to make payments into a pension or annuity scheme approved under Section 226 of the Income & Corporation Taxes Act 1970, or into a Personal Pension Scheme approved under the Income & Corporation Taxes Act 1988, provided that:

a) The Musician shall provide the Company with evidence that he/she has entered into an arrangement to participate in an approved scheme, or is on the point of doing so, before any contribution is made by the Company;

b) The Musician undertakes to provide the Company with evidence as soon as possible after the end of a financial year that he/she has paid a minimum of 9.5% of his/her basic earnings for the year into the approved scheme.

The Company's contributions under this clause will be paid six-monthly, the six-month periods being April to September and October to March. The contributions shall be paid at the beginning of the period provided that evidence of participation in the scheme has been provided. Otherwise payment will be payable upon provision of that evidence, as long as it is provided before the end of the relevant six-month period.

1.23 Managing Musical Performance Standards

1.23.1 Musicians in the Orchestra of Welsh National Opera have a contractual and professional responsibility to maintain the artistic performance standards required by the Company.

1.23.2 Welsh National Opera will provide all reasonable feedback, support and encouragement in order to assist in the maintenance of those artistic standards.

1.23.3 If a musician performs below the standards expected, this will have a detrimental effect on the Orchestra and the Company. In these circumstances, it is the responsibility of the Company to bring this to the attention of the musician so he/she is aware of the problem and that it is the individual musician's responsibility to speedily rectify the position with appropriate support from the Company.

1.23.4 If it is alleged that an under-performance issue is due to negligence or lack of application on the part of the musician, this is a conduct issue and will be dealt with through the Company's Disciplinary Procedure. Where an under performance issue appears to be the result of stress related issues caused by, for example, bereavement or family sickness, other established policies are in place at Welsh National Opera to deal with these wholly different circumstances.

1.23.5 Where an under-performance issue relates to a lack of the required ability, skills, or knowledge, this is a capability issue and will be dealt with through the Capability Procedure as detailed in Appendix F.

1.24 Redundancy

1.24.1 Compensation for loss of employment due to redundancy shall be subject to negotiation with the Union on the proviso that the entitlement shall be as laid down in existing legislation, payable according to length of service and age.

1.25 Resignation

1.25.1 Musicians giving notice of their intention to leave during the contract year shall do so not later than the Saturday, 13 weeks prior to the intended leaving date.

1.26 Retirement

1.26.1 The normal retirement age for all WNO employees is 65 years. The date at which retirement commences is the 31st July or 31st December after the employee's 65th birthday.

1.26.2 The Retirement Policy is included within the Company Handbook. This policy outlines the process for dealing with requests from employees who do not wish to be retired. In addition to such requests, Musicians may be re-engaged as extra players at the Company's discretion, subject to the rules of any relevant pension scheme or any prevailing legislation.

1.27 Sabbaticals

1.27.1 The Company recognises that there may be occasions when staff wish to take unpaid leave in order to broaden their experience or acquire new skills. The provision of such sabbatical leave is discretionary and laid out in the Company Handbook.

1.28 Sickness and Absence Policy

1.28.1 Arrangements for dealing with sickness and absence are dealt with in the Company's sickness & absence policy which is included within the Company Handbook.

1.28.2 The following specific arrangements shall apply to Musicians:

Notification of absence should be reported to the Orchestra Manager / Chorus and Orchestra Director (or, in their absence, another member of the Orchestra Management) not later than the earliest possible of:

1. The first day of his/her incapacity for work if that is a working day for the orchestra;

2. The first working day for the orchestra following the start of incapacity for work;
3. The seventh day of the incapacity for work if the employee is on paid holiday at the start of the incapacity.

1.28.3 Self-certification forms or Doctor's certificates should be presented (by the time specified in the policy) to the Orchestra Manager.

1.28.4 In the event of a return to work interview being held following a period of sickness this will be conducted by the Orchestra Manager.

.5At the end of a period of sickness the Company reserves the right to receive medical certification that a Musician is fit to return to work.

1.29 Working Time Regulations

1.29.1 WNO operates within the legal requirements of the Working Time Directive.

[Part 1 ends]