

**Agreement between  
Welsh National Opera  
and the 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 Chorus and Orchestra Director 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 Chorus and Orchestra Director. If the formal procedure has been applied any appeal will be heard by the Chorus and Orchestra Director 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 Chorus and Orchestra Director.

### **1.17 Holidays**

- 1.17.1 Details of holiday entitlement and holiday pay are included in Part 2, section 2.23.
- 1.17.2 The holiday year will run from 1<sup>st</sup> April to 31<sup>st</sup> March.

### **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 / Chorus and Orchestra Director, 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 Poor Artistic Performance**

- 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 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 a sub-standard performance 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 sub-standard performance 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 sub-standard performance 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.
- 1.28.5 At 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]

## Part 2

### 2.1 Definitions

2.1.1 For the purposes of this agreement the following definitions apply:

'Musicians' – any player engaged on a full-time contract to perform within the Orchestra of Welsh National Opera.

'Contract Year' – The start of the contract year will be the week during which the first Monday in August falls.

'Artistic Year' – the period from August 1st one year to July 31st the following year.

'4-week accounting period' – the period used for calculating hours and sessions worked. There are thirteen 4-week accounting periods (Blocks 1 – 13) in each year. The first period commences on the first day of the Contract Year.

'Hours / sessions tally' – the process of calculating the total number of hours and sessions worked within a 4-week accounting period.

'Duty sheets' – showing the schedule of work for Musicians and issued on a rolling four weekly basis.

'Main-scale Opera' – full length, full scale Company performances of opera which take place in Cardiff, London and major regional theatres as part of the chief performing remit of WNO.

'Theatrical' – Rehearsals and performances of complete operas, ballets, musicals and stage productions.

### 2.2 Duties

2.2.1 The duties of the Musicians are:

- a) To play for performances and rehearsals as the Orchestra of Welsh National Opera;
- b) To play for MAX rehearsals and performances as described in section 2.9.
- c) In accordance with Appendix G, participate in media activity as required.
- d) Section-principals, Principals, Sub-principals and Numbered Rank and File players may also be required to play in ensembles of 15 players or fewer. There will be prior consultation with relevant players concerning repertoire, rehearsal requirements and scheduling. Such work shall not exceed 30 sessions per player per year without the agreement of the musician.
- e) If requested, Rank and File players may also opt to play in ensembles of 15 players or fewer. No sitting-up payments would be payable for this work.

2.2.2 Musicians are contracted to play at one of the following tiers:

1. Section principal or Principal
  2. Sub-principal
  3. Numbered player in strings
  4. Rank and File
- a) Sub-principal string players are contractually required to lead the relevant section when requested to do so.
- b) Numbered string players are contractually required to play in higher positions in the relevant section when requested to do so. Except when an individual player has been contractually 'bought out' to do this for no further payment, Sitting-Up payments for this are as per clause 2.16.1 of this agreement.
- c) Rank and File players are contractually required to play in numbered positions (but not higher) of the relevant section when requested to do so. Where a Rank and File player sits in any higher position in the Orchestra, a Sitting-Up payment will be as per clause 2.16.1 of this agreement.

2.2.3 In addition, by mutual agreement individual Musicians may:

- a) Play at a higher position than those allowed for in the above with the agreed premium payment;
- b) Other than when there is specific agreement with an individual Musician, Woodwind and Brass Sub-principals are not obliged to play in Principal positions in their sections. However, when agreeing to do so payment will be as per clause 2.16.1;
- c) Musicians may double on one or two instruments as part of their individual agreement with the Company, and this will be recognised as part of an increased level of basic salary;
- d) Musicians may take part in community and education projects, workshops etc. (under the banner of WNO MAX) that use 15 players or fewer. In such cases Musicians will be engaged through the MAX Department on a supplementary contract at the prevailing scale of fees for MAX projects (see Appendix B).

### **2.3 Hours of Work / Sessions**

2.3.1 The Musicians will be utilised during 47 of the 52 weeks in a year. During the 47 weeks, 94 free days and 8 statutory holiday days will be provided. At least 4 free days (from the allocation of 94) will be provided within each four-week accounting period. A free day is defined as "from one midnight to the next midnight" and may not be used by the Company as travel time or for any other call on the Musicians' services. The Company undertakes to schedule numbers of pairs of free days whenever possible and the Management undertakes to attempt to provide at least one pair of free days in every 28-day period. However, there shall be at least 25 pairs of days off (2 free days together or a Bank Holiday or Holiday paired with a single free day) in the contract year.

2.3.2 The basic working week will be from Monday to Sunday.

2.3.3 The year will be divided into 13 four-week periods starting in the week during which the first Monday in April falls. (e.g. Monday 5th April 2010 to Sunday 2nd May 2010). Within each four-week period the basic hours will be up to 96 hours and up to 32 sessions. Any hours or sessions worked in excess of this during a four-week accounting period will be paid as overtime (see

section 2.17). However, in any four-week accounting period the maximum number of scheduled hours permissible will be 108 and the maximum number of scheduled sessions shall be 36.

#### 2.3.4 Under normal scheduling, sessions may be called as follows -

- a) Eight session weeks may be called for activity within a 50-mile radius of Cardiff City Centre including Cardiff, Bristol and Swansea main-scale opera performance weeks. Beyond 50 miles of Cardiff, eight session weeks can only be called when there are no more than two performance sessions;
- b) Nine session weeks may be called in Cardiff based weeks. Such weeks will contain no more than three performance sessions, which will be within a radius of 35 miles of Cardiff City centre;
- c) On three occasions in each contract year, 10 sessions may be called in a Cardiff-based week without further payment. One may be scheduled in each of the following periods, but two weeks may not be scheduled consecutively –

1st full week in August to end of first 1st full week in December;	2nd full
week in December to end of 1st full week in March;	2nd full week in
March to 1 <sup>st</sup> Sunday prior to 1st full week in August.	

A week in which there are 10 sessions will contain no more than two performance sessions, both of which will be within 5 miles of Cardiff city centre. The Management undertakes to attempt to schedule a pair of free days immediately following such a week. Failing that being possible, the Management undertakes to attempt to schedule a pair of free days prior to the first working day of such a week;

- d) Seven and a half-session weeks (7 sessions plus one short rehearsal and balance call [1 hour maximum]) may be called in weeks when there are 3 or more performances beyond a radius of 50 miles of Cardiff City centre. Where a Musician has played in five or more performance sessions, the session tally for such a week will be credited as at least 7 sessions, whether or not 7 sessions have been worked, but hours are credited to individuals as worked;
- e) In concert weeks where five concerts take place (including 3 and 4-hour MAX concert sessions – see 2.9.2), there will be no more than 6 sessions. In a week where a Musician has played in 5 concerts and 3 or more overnight stays are involved, the session tally will be credited as 7½ sessions, (despite a maximum of 6 sessions having been worked), but hours are credited to individuals as worked;
- f) In concert weeks where four concerts take place (including 3 and 4-hour MAX concert sessions), there will be no more than 7 sessions. In a week where a Musician has played in 4 concerts and 3 or more overnight stays are involved, the session tally will be credited as 7½ sessions, (despite a maximum of 6 sessions having been worked), but hours are credited to individuals as worked;
- g) When the Orchestra is required to rehearse and perform on Saturdays, the Company undertakes to attempt to keep the following Monday free of rehearsal sessions.

Where there is a performance or session limit in any week, such limits can only be exceeded as listed in Premium Payment section – 2.18.

#### 2.3.5 For the purposes of scheduling and calculating hours and sessions tally, a full week of annual leave will have 8 sessions and 24 hours allocated to it. In weeks where there are one or more annual leave days, each day will have 1.5 sessions and 4.5 hours allocated to it.

- 2.3.6 The normal working day will consist of up to 2 sessions. This can only be exceeded with the consent of the individual Musician.
- 2.3.7 A 10.30 am start time is regarded as the normal start for morning rehearsals. The consent of the Musicians is required before the Company is able to schedule an earlier start time than 10 am. Start times for rehearsals between 10 am and 10.29 am shall be deemed by the Management to be exceptional.
- 2.3.8 No session (including the set off time for coach travel) may be called within 12 hours of arrival in Cardiff following an out-of-town engagement and no session (including the set off time for coach travel) may be called within 11.5 hours of the termination of the last session of the previous day.

## **2.4 Scheduling**

- 2.4.1 The annual rehearsal/performance schedule will be issued in April for the following 'artistic year'. This schedule will be subject to change.
- 2.4.2 Duty sheets will be issued at least 4 weeks in advance and will be distributed on a Saturday. If the players are not called on the Saturday the duty sheet will be sent by first class post to home addresses.
- 2.4.3 Start times and length of calls can be changed with at least 2 weeks' notice.
- 2.4.4 Within a four-week period, dates can be changed only by mutual consent. All hours and sessions removed / cancelled from the schedule after the commencement of any four-week period will be assumed to have been worked.
- 2.4.5 Musicians will not be contractually bound to perform engagements not included on the duty sheets.
- 2.4.6 Musicians must be ready to start the session at the time stated on the duty sheet.

## **2.5 Rehearsals**

- 2.5.1 Rehearsal sessions can be called for 2, 2.5 or 3 hours.
- 2.5.2 On up to six occasions each year rehearsals of 3.5 hours duration may be called. No more than one 3.5 hour rehearsal may be called on the same day and such rehearsals may not be called on the same day as a dress rehearsal or performance.
- 2.5.3 One hour rehearsals can be called for rehearsal and / or balance and will count as a half session. Such calls will be for current repertoire being performed in the same week. No more than four one-hour rehearsals will be called in a four-week period. In any contract year a maximum of four one-hour rehearsals may be called at one week's notice.
- 2.5.4 Any Musician working in the repertoire for a rehearsal and balance call, but not required for any other session on that day will have the rehearsal and balance call counted as one session of 2 hours towards the four week accounting period.

## **2.6 Dress Rehearsals** *(including Concert Dress Rehearsals of Main-scale Opera)*

- 2.6.1 Dress rehearsals can be called for 3, 3.5 or 4 hours and on up to 4 occasions each year 4.5 hours without further payment. Any time worked in excess of 4 hours (or 4.5 hours on the relevant occasions) would be scheduled and paid for at time and a half of the Musician's hourly rate,

calculated in 15 minute blocks.

- 2.6.2 At least one week's notice will be given of all dress rehearsal timings extending beyond the time already allocated in the schedule.

## **2.7 Opera and Theatrical Performances (including Concert Performances of Main-scale Opera)**

- 2.7.1 Performances sessions for Opera and Theatrical Performances can be called for 3, 3.5 or 4 hours and on up to 10 occasions each year 4.5 hours without further payment. Any time worked in excess of 4 hours (4.5 hours on the relevant occasions) will be paid at time and a half of the Musician's hourly rate, calculated in 15 minute blocks.
- 2.7.2 Any performances of a single theatrical work or multiple theatrical works presented as double or triple bills shall be treated as single sessions.
- 2.7.3 If a performance session runs over the time scheduled, overtime will be paid at time and a half, in 15 minute blocks, for all time beyond the scheduled time.
- 2.7.4 On up to seven occasions each year, a Musician can be required to give two separate theatrical performances to different audiences on the same day. Only three of these occasions can be for main-scale opera performances and two occasions cannot be on consecutive days.

## **2.8 Concerts**

- 2.8.1 Concert performance sessions can be called for 2, 3 or 4 hours.
- 2.8.2 A concert performance session may consist of a short rehearsal followed by a performance with a minimum break of 30 minutes, or 45 minutes in a 4 hour session, between the rehearsal and performance. The rehearsal can be used for repertoire for that day's concert or associated concerts.
- 2.8.3 Concert performances will be limited to a maximum of four in any week except that for three weeks in any contract year the limit shall be five.

## **2.9 MAX Performances**

- 2.9.1 Two MAX performances of 'short' operas (each with a maximum running time of 1 hour 20 minutes) taking place within a 6-hour spread-over may be called in the same day and will count as two 3-hour sessions. One short rehearsal and balance call of up to 30 minutes duration may take place at the start of the six hour period. A break of at least one hour will be scheduled between the two performances.
- 2.9.2 MAX community and schools concerts shall take place within a 3 or 4 hour spread-over and incorporate a rehearsal and one or two performances:
- a) A 3-hour MAX concert session will count as a single session and three hours. There can be a rehearsal followed by one concert with a maximum duration of 1½ hours. A minimum break of 30 minutes will be provided between the rehearsal and the concert;
  - b) A 4-hour MAX concert session will count as a single session and four hours. There can be a short rehearsal of up to 30 minutes and up to two concerts each with a maximum duration of

1½ hours. A minimum break of 30 minutes will be provided between the rehearsal and the first concert and a minimum break of 45 minutes between the two performances. -

- 2.9.3 MAX community and schools concert sessions will be limited to a maximum of four in any week except that for three weeks in any contract year (only two of which may take place between the last Saturday in October and the first Monday in March) the limit shall be five.
- 2.9.4 In any contract year, up to ten 3-hour MAX concert sessions may be scheduled on opera or concert performance days in Cardiff or on tour. These sessions are subject to the following conditions:
- No more than one 3-hour MAX concert session, which occurs on a performance day, will be scheduled in any week;
  - No 3-hour MAX concert sessions will be scheduled in any week where there are five opera performances, one of which is a performance scheduled to be in excess of 5 hours;
  - No 3-hour MAX concert sessions will be scheduled on a day when the evening performance is scheduled to be of more than 3½ hours duration;
  - 3-hour MAX concert sessions taking place on performance days will be restricted to a radius of 10 miles of the main performing venue for the evening performance on the same day.
- 2.9.5 If more than ten 3-hour MAX concert sessions are scheduled on performance days in any contract year, each session beyond the ten will attract a premium payment equivalent to one-eighth of weekly salary. This will be paid to those players who have participated in more than ten of these sessions.
- 2.9.6 No 4-hour MAX concert sessions will be scheduled on days when there is a main-scale opera or concert performance.

## **2.10 Breaks**

2.10.1 The following rehearsal breaks will be given:

- 1 hour call                      no break
- 2 hour call                      10 minutes break
- 3 hour call                      15 minutes break
- beyond 3 hours                15 minutes + 5 minutes per extra hour

2.10.2 Normal rehearsal session breaks should be taken in the second hour of rehearsal. The break in a 3.5 hour rehearsal shall be of 20 minutes duration and will commence between the 90th and 105th minute of the rehearsal.

2.10.3 A 2 hour rehearsal may be converted, at the management's discretion, to 1 hour and 50 minutes without a break. The Management undertake to give notice of this decision, either prior to the day of the session, or at least 10 minutes before the session.

2.10.4 On a performance day for Main-scale Opera or Theatrical Performance there will be a minimum two-hour break prior to the performance except following short rehearsal / balance calls when the break shall be:

- One-hour rehearsal – break of 1.5 hours
- 45 minute rehearsal – break of 1 hour 15 minutes

c) 30 minutes rehearsal – break of 1 hour

2.10.5 For other performances the minimum break between rehearsal and performance will be:

- a) Rehearsal and concert session – 30 minutes (2.8.2)
- b) MAX 'short-opera' performances – one hour between performances (2.9.1)
- c) MAX concerts – 30 minutes between rehearsal and performance in a 3 hour session and 45 minutes between performances in a 4 hour session (2.9.2)
- d) Following a three-hour rehearsal – 2 hours
- e) Following a 2.5-hour rehearsal – 1.5 hours
- d) Following a 2-hour rehearsal – 1 hour

2.10.6 Breaks during dress rehearsals and performances will be as per designated performance schedule.

2.10.7 Breaks between two rehearsal sessions will be not less than one hour.

## **2.11 Broadcast and Digital Distribution**

2.11.1 The Orchestra agrees that rehearsals and performances may be recorded and broadcast / distributed within the arrangements set out in the 'Broadcast and Digital Distribution Agreement' which is included at Appendix G.

## **2.12 Television & Radio Broadcasts / Recordings**

2.12.1 The Orchestra agree that the current news access agreement (whereby two minutes of broadcast material may be transmitted for no payment) may extend to other types of programmes both within the UK and elsewhere, for the purposes of promoting WNO repertoire. In each case the Orchestra will be informed through the company notice boards as far in advance of the particular session as possible. In the event that this is not possible the Union Representative will be notified directly in advance of the session. Other uses are subject to negotiation and the terms of the relevant television and radio production contracts shall apply.

## **2.13 Electronic Press Kits**

2.13.1 The Management may record sections of normal rehearsals, dress rehearsals and performances to make an audio-visual recording, which includes up to 10 minutes of production footage. The material may be used for promotional purposes only. The material will be provided free of charge and for non-commercial presentation to promote ticket sales for WNO. It may be used by third parties such as tourist boards, government agencies or to promote the theatre venues or cities to which WNO tours. Confirmation of a recording taking place will be provided in advance by the Press Office or by inclusion on the schedule.

## **2.14 Archive/Reference Recording Facility**

2.14.1 The Orchestra agree to participate in up to ten audio/video recordings each Contract year for reference purposes, subject to the following conditions:

- a) The recording shall only be made during scheduled rehearsal, dress rehearsal or performance

when the members involved are receiving salaries;

- b) One performance, rehearsal or dress rehearsal must be designated for the recording by inclusion on the schedule;
- c) The recording should be only of the standard necessary for record, e.g. single fixed camera, no special microphones;
- d) Only three copies will be made. Any further reproduction could not be covered by the Orchestra's consent for the initial recording. The Company may send two copies for limited periods to established opera companies and theatres for reference purposes only, with agreement to return such copies to the Technical Department of WNO;
- e) The production of the recording shall not affect the performance for which the Musician has been affected, e.g. by seating, lighting or any other factor, nor shall any 'retakes' be permitted for the purpose of the recording;
- f) The recording shall not be used for the evaluation of the performance of the Musician.
- g) The recording shall be made on tape stock unsuitable for broadcast material.

## **2.15 Musicians' Salaries**

2.15.1 For the basic hours and sessions described above (2.3.3) the minimum salaries will be paid according to the schedule detailed in Appendix A.

2.15.2 Basic salaries will be adjusted where individual players agree to incorporate additional activities into their basic work (e.g. Sitting-Up/doubling etc.)

## **2.16 Sitting-Up Payments**

2.16.1 When applicable sitting-up payments will be made by the session, according to the rates set out below:

From July 2020 the following payments apply:

<u>Tier move</u>	<u>Payment per session</u>
4 to 3	£ 7.80
4 to 2	£14.09
4 to 1	£18.87
3 to 2	no payment
3 to 1	£14.09
2 to 1	£14.09

2.16.2 When sitting-up is caused by a rota within the section for a given opera, payments shall not apply.

## **2.17 Overtime Payments**

2.17.1 At the end of each four-week period, overtime payments will be calculated by using the following two methods and taking the higher of the two for payment purposes:

- a) Any hours above 96 in a four-week accounting period will be paid at time and a half and be calculated by rounding up to the next whole hour;
- b) Any sessions above 32 in a four-week accounting period will be paid at time and a half. For

payment purposes, these sessions will be deemed to be of 3 hours duration.

- 2.17.2 In the event of a Musician not attending a session or sessions for any reason other than being sent home by the management, he/she will not have those hours and sessions credited to that four weekly period.
- 2.17.3 The hourly rate applied for the purpose of calculating overtime and premium payments is based on the annual salary assuming a 24 hour week and 52 week year and calculated in units of 15 minutes unless stated otherwise.
- 2.17.4 Overtime payments other than those covered in 2.17.1 shall be paid as follows:
- a) During performances, all overtime worked in excess of the time that has been scheduled for those performances is paid at time and a half of Musicians' hourly rate;
  - b) For rehearsals, all scheduled overtime is paid at time and a half of the Musicians' hourly rate and all unscheduled overtime is paid at double the Musicians' hourly rate.
- 2.17.5 When payments are made under 2.17.4 only scheduled hours and sessions will count towards the hours and sessions tally. (For example, a performance that is called at 3 hours and 30 minutes, but runs up to 3 hours and 44 minutes, will attract an overtime payment of 15 minutes at time and a half. For the hours and sessions tally one session and 3 hours and 30 minutes will be recorded).

## **2.18 Premium Payments**

2.18.1 Premium payments will be made in the following circumstances:

a) Exceeding the limits on double theatrical performances

When a Musician exceeds the limits of double performance days as stated in 2.7.4 the Musician will be paid an amount equal to one sixth of his or her weekly salary. *(For the purpose of clarity MAX performances of two short operas (2.9.1) do not attract this payment).*

b) Late finish

A rehearsal or performance finishing later than 11.00 pm shall attract a premium payment of £6.63.

c) Non-contractual doubling

For any week in which the Musician agrees to play one or two instruments in addition to the one (or those) for which he or she is contracted, he or she shall be paid an additional payment calculated as below:

- 1st extra instrument (player provided and Company insured): 25% of weekly salary in weeks when performance and / or rehearsal takes place;
- 2nd extra instrument (as above): 25% of weekly salary in weeks when performance and / or rehearsal takes place.

All instruments normally insured by the Company should be freely provided by Orchestra members.

d) Stage Performances

From July 2020 the following premiums will be paid:

- Playing only on stage, in view of the audience - £9.87 extra per performance;

- Playing in the pit and on stage, not in view of the audience - £7.42 extra per performance;
- Playing in the pit and on stage in view of the audience - £13.53 extra per performance;
- Spending time on make-up prior to appearing on stage - £5.41 extra per performance.

e) Seven consecutive working days

Work on the seventh consecutive working day will attract a premium payment paid at the musician's hourly rate in addition to weekly salary. The eighth, ninth and tenth consecutive days shall be considered to be normal working days and shall not attract premium payments. A free day shall be scheduled no later than the 11th day. In the event of the 7th day being a Travel Day, work on the eight day will attract a premium payment paid at the musician's hourly rate in addition to weekly salary.

f) Exceeding session limitations

If the number of sessions allowable under 2.3.4 (a, b, c & d) is exceeded, the maximum the Company can schedule in each week without prior agreement of the Musician is as follows –

Cardiff	10 sessions	Bristol and
Swansea	9 sessions	All other
weeks	exceeding the limit by 1 session only	

On each occasion that session limitations are exceeded, the Musician shall be paid at time and a half for each completed session over that limit.

During any week in which the number of sessions is exceeded as described above, the Management will designate the additional session. Any player who completes all sessions that week will be paid at time and a half for the designated session.

## 2.19 Travel

- 2.19.1 For opera engagements outside of Cardiff the Musician shall be paid the standard class rail fares for the journeys.
- 2.19.2 For engagements where there is no rail transport available, and for concert engagements outside of Cardiff, the Company will hire a coach for the whole orchestra. Any Musician who wishes to use his or her own transport may do so at their own expense.
- 2.19.3 The transport of instruments shall be the responsibility of each Musician, but the portorage of heavy instruments will be undertaken by the Company at the request of the Musician; in which case the Company shall be responsible for taking all reasonable precautions for the adequate protection of the instruments while they are in transit.

## **2.20 Touring Allowance**

- 2.20.1 When travelling or away from Cardiff on Opera engagements, each Musician will be paid a weekly touring allowance in accordance with the National Agreement for Opera and Ballet Companies. This agreement provides for three rates depending on the touring venue. The rates will be adjusted at three monthly intervals (in July, October, January and April) to reflect the change in the RPI (See Appendix D).
- 2.20.2 When working away from Cardiff on concert engagements involving an overnight stay the Musician will be paid the appropriate nightly rate in accordance with the National Agreement for Opera and Ballet Companies for each night he/she is required to be away from Cardiff. (See Appendix D).
- 2.20.3 Additional payments related to expenses for out of town concerts are detailed in Appendix C.

## **2.21 Seating of the Orchestra**

- 2.21.1 The Company shall have the right to decide the seating of the orchestra. This can include rank and file members of both violin sections playing in either section. Such secondment from their normal section would be on a temporary basis, involve no more than one opera (including multiple bill) and be for a limit of 35 sessions per contract year. Concerts would be considered on a case by case basis within the same limit. Other than in extraordinary circumstances a player would not be moved from their normal section and replaced by an extra player.

## **2.22 Release from Duties and Own Choice Days Off**

- 2.22.1 The Company undertakes to look favourably on any request for release from duties. In the case of such release being granted on compassionate grounds, the Company shall be responsible for employing a deputy where it deems necessary.
- 2.22.2 In the event of a release from duties not being granted the Musician shall be entitled to appeal to a meeting convened between the area representative of the Musicians' Union and the Managing Director at which the Musician shall be entitled to state his/her case for release.
- 2.22.3 Each artistic year and without reason given, a player may request a day off under the Own Choice Day Off scheme.
- 2.22.4 Subject to the request being granted, a salary sacrifice is made based on 1/8th of weekly salary for a single session day or 1/6th weekly salary for a two session day.
- 2.22.5 String and brass players are entitled to two OCDO and wind players, three OCDO in any contractual year.
- 2.22.6 If for any reason the request is not granted under the OCDO scheme, a normal NA can be applied for.
- 2.22.7 OCDO are not normally available for concerts, dress rehearsals, first or second performances of main scale productions or for specific operas as agreed with the Orchestra Committee and the Company.

## **2.23 Holidays**

2.23.1 The Musician will receive not less than 5 weeks paid holiday each contract year. Such holidays may be given at a time convenient to the Company with the following provisos:

- Not less than three of the five weeks will be given between the months of May and September and at least two of these weeks shall be consecutive;
- Dates of the summer holiday period will be notified no later than 1st January of the same year.

2.23.2 The Musician shall be notified of summer holiday dates no later than 1 January of the same year. Under normal circumstances a block of at least 3 weeks of the holiday entitlement will be given during the summer period.

2.23.3 Between the date of joining the company and the end of the employee's holiday year, entitlement is calculated pro rata, giving 2.08 days per calendar month. The same entitlement is given pro rata for part calendar months, i.e. if a person joins the company on the 16th day of a 30-day month, he or she will be entitled to half of the monthly allowance.

2.23.4 On leaving the company, any days holiday which have not been taken during the holiday year will be paid for at the rate of 2.08 days for each completed calendar month's service.

2.23.5 The holiday year runs from 1st April to 31st March.

## **2.24 Instrument Insurance**

2.24.1 The Company undertakes to provide fully comprehensive insurance cover to the full value of the instruments that are owned by members of the Orchestra and used by them to play in the Orchestra. Each member of the orchestra is entitled to have the following instruments covered:

- 2 of each instrument for which the member is contracted;
- 2 bows for string players;
- reasonable accessories.

Further instruments and equipment may be insured at the management's discretion provided they are used in the Orchestra of WNO.

## **2.25 Extra Musicians**

Arrangements for extra Musicians are contained within Appendix H in Part 3 of this agreement.

## **2.26 Termination of Agreement**

2.26.1 This agreement may be terminated by either party giving to the other thirteen weeks' notice in writing.

[Part 2 ends]

# Appendix A

## Musicians' salaries

From 1st September 2019 to 31 August 2020 the following schedule of minimum full time salaries applies:

Tutti	£30,350
Numbered player in strings	£32,050
Sub-Principal	£33,386
Principal	£34,254
Section Principal	£40,670

## Media Payment

Incorporated into the salaries above and in respect of Appendix G - Broadcast and Digital Distribution Agreement, each musician will receive the following payment:

For period 1st September 2019 – 31st August 2020 **£417**

(Figure increased by company-wide pay increase annually)

## Wellbeing and Instrument Maintenance Allowance

Incorporated in to the salaries above, and for purposes of wellbeing and instrument maintenance, each musician will receive **£350**

(Figure increased by company-wide pay increase annually)

*The wellbeing allowance is intended for, but not limited to, activities such as physiotherapy, massage, acupuncture, yoga, Pilates, Alexander Technique lessons, etc. Instrument maintenance intended for, but not limited to, contributing towards the cost of consumables such as strings, reeds, lubricants, instrument overhaul, etc.*

# Appendix B

## **Guideline Fees for Supplementary MAX work**

The guidelines for the scale of fees for work under supplementary MAX contracts as at 23 July 2010 are:

### **Workshops**

£60 per half day  
£120 per day

### **Workshop and Short Performance**

£120

### **Performances**

£60 for up to one hour  
£120 for over an hour

### **Concert Parties**

£100 performance fee  
£30 preparation fee

### **Rehearsal and preparation**

Decided on a project by project basis according to the complexities and individual circumstances of each project

# Appendix C

## EXPENSES FOR OUT-OF-TOWN CONCERTS

All mileage is confirmed by current Autoroute computer software.

### ***Concerts within a round trip distance of 250 miles***

Leaving Cardiff before 1.30 pm and returning after 6.30 pm  
Meal allowance payment of £13.26

Other periods  
Meal allowance payment of £6.63

Above rates increased by 25% for premium rate venues

Returning to Cardiff after Midnight :

Midnight to 12.30 am	-	late return payment of £ 6.63
12.30am to 2.00 am	-	late return payment of £13.26
Return later than 2.00 am	-	Overnight subsistence rate

Coach leaving Cardiff (actual time) before 10.30 am  
Extra payment of £6.63  
Coach leaving Cardiff (actual time) before 9.30 am  
Extra payment of £13.26

Coach unable to leave prior to 8.00 am unless with agreement from the Orchestra. Travel to be the night before with full overnight payable. If coach leaves before 8.00 am with the agreement of the majority of the Orchestra, overnight payment for night before at Cardiff rate will be payable.

Orchestra cannot be called by the management following an out-of-town concert (within 125 miles) involving a late return, before 2.00 pm on the following day.

**Concerts within a round trip distance over 250 miles but not more than 400 miles**

Meal allowance payment of £17.89

Above rates increased by 25% (to £22.37) for premium rate venues

Above rates increased by 35% (to £24.16) if applying to London

Returning to Cardiff after Midnight :

Midnight to 12.30 am - late return payment of £ 6.63

12.30 am to 2.00 am - late return payment of £13.26

Coach leaving Cardiff (actual time) before 10.30 am

Extra payment of £6.63

Coach leaving Cardiff (actual time) before 9.30 am

Extra payment of £13.26

Coach unable to leave prior to 8.00 am unless with agreement from the Orchestra. Travel to be the night before with full overnight payable. If coach leaves before 8.00 am with the agreement of the majority of the Orchestra, overnight payment for night before at Cardiff rate will be payable.

Orchestra cannot be called by the management following an out-of-town concert (within a distance of between 125 and 200 miles) and involving a late return, before 3.00 pm on the following day.

\*If, for any reason, the coach does not return to Cardiff before 2.00 am, the full overnight subsistence rate is then payable for the engagement, in addition to any early start payments which are due.

\*If the Orchestra is brought back to Cardiff after a round trip of **more than** 400 miles, a full overnight subsistence rate will be paid in addition to any early start payments due.

**Concerts involving an overnight stay**

Return to Cardiff later than 1.30 pm on the day following an overnight stay

Extra payment of £6.63

Return to Cardiff later than 6.30 pm on the day following an overnight stay

Extra payment of £13.26

Return to Cardiff later than 9.30 pm on the day following an overnight stay

Extra payment of £19.89

Later return as above (rates for over 250+ mile round trips)

Above rates increased by 25% for Manchester/Liverpool/Birmingham and all other TMA Premium rate venues.

Above rates increased by 35% for London.

Coach leaving Cardiff (actual time) before 10.30 am  
Extra payment of £6.63  
Coach leaving Cardiff (actual time) before 9.30 am  
Extra payment of £13.26

Coach unable to leave prior to 8.00 am unless with agreement from the Orchestra. Travel to be the night before with full overnight payable. If coach leaves before 8.00 am with the agreement of the majority of the Orchestra, overnight payment for night before at Cardiff rate will be payable.

Overnight payment in line with UK Theatre subsistence rate.

## Appendix D

### TOURING ALLOWANCE

When travelling away from Cardiff on Theatrical Engagements, each Musician will be paid a weekly touring allowance in accordance with the National Agreement for Opera and Ballet Companies through the UK Theatre.

The touring allowance rates, which are subject to changes in the RPI, are: **(as of 01 October 2019)**

<i>Standard</i>	
Weekly Rate	£367.81
Single Performance Rate	£61.30

<i>Aberdeen   Birmingham   Manchester   Glasgow Inverness   Bath   Milton Keynes   Oxford</i>	
Weekly Rate	£459.76
Single Performance Rate	£76.62

<i>London</i>	
Weekly Rate	£490.28
Single Performance Rate	£81.72

# Appendix E

## CLARIFICATION OF ALCOHOL POLICY

With regard to the implementation of the WNO Alcohol (and Illegal Drugs) Policy, members of the Orchestra should observe the following points that are specific to their particular area. In line with Health and Safety, it must be noted that all Risk Assessments and control procedures are based on all staff operating without any outside influences on their performance.

**Point to note:**

It is recognized that alcohol, even in small doses, can compromise motor skills, impede judgement and negatively affect the playing of a musical instrument. Therefore, the Company believes that the influence of alcohol at any time prior to the last call of the day or night is not in line with the professional and musical standards expected of the Orchestra.

**Rule:**

Throughout the working day, each person must be fully fit to work at the best of their ability in order for them to carry out their duties as an Orchestra member. There should be no impairment at all to his or her conduct or performance that is linked to the consumption of alcohol.

**Rule:**

There must be no consumption of alcohol within WMC, either backstage or front of house (including non-FOH house bars and restaurants within the building) at any time during the working day. This includes during breaks, rehearsals, during performances and in intervals of performances. There must be no consumption of alcohol at any other theatre, touring or concert venue where WNO is working, either backstage or front of house at any time during the working day. This includes breaks, during rehearsals, performances and during intervals of performances. At the conclusion of the individual musician's working day this rule lapses.

**Rule:**

Should an Orchestra player not be required for a section of a performance and is permitted to leave the theatre or concert venue for a period, the Company requires that they must not consume alcohol at all during those times, even if it takes place off the premises. Players who are able to leave the performing area in some theatres are doing so as a concession only, and the management has the right to enforce attendance 'on the stand' throughout the performance. A move to this position may be currently thought to be undesirable, but will be instituted if the particular rule concerning alcohol consumption is abused at any time.

**Rule:**

It is clear that members of stage bands have to work in what is regarded as the most high-risk area in the theatre. They should approach the matter of the drinking of alcohol with the maximum of responsibility and self-control. Any member of a stage band must not drink alcohol at all during a stage rehearsal session, or during a performance session. If the highest standards of responsibility are not maintained in this respect, the management will take sanctions in order to protect the position of other performers, technicians and associated staff.

**Should any of the above rules be breached, disciplinary action will be taken.**

**Advice:**

Orchestra players are strongly advised by the Company not to consume alcohol off the premises at any time in break-times during the working day - either lunch, tea or breaks in rehearsals, or time-off between rehearsals.

# Appendix F

## Capability Procedure

### General Policy

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

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

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.

If it is alleged that a sub-standard performance 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 sub-standard performance 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.

Where sub-standard performance relates to a lack of the required ability, skills, or knowledge, this is a capability issue and will be dealt with through this procedure.

The procedure ensures that:

- A fair and reasonable process exists where a Musician is experiencing performing difficulties;
- Cases of poor performance are handled appropriately with any underlying reasons taken into account;
- The Musician is offered support and appropriate training or time-off work in order to rectify the situation.

### Informal Procedure

When there is a view that a Musician is not performing to the standards required, the Music Director, the Leader or Section Principal will bring the matter to the attention of the Chorus and Orchestra Director. One of the above, or another member of the Orchestra Management will endeavour to ascertain the reasons for the unsatisfactory performance.

In the situation where it is deemed that a Musician other than a Section Principal is performing below the required standard, it will be the responsibility of the relevant Section Principal to discuss the matter directly with the player concerned. In the absence of the Section Principal, this will be the responsibility of the Leader of the Orchestra. In all cases it is the responsibility of the relevant Section Principal to discuss the matter initially with the Orchestra Management prior to meeting with the section member. In the situation where it is deemed that a Section Principal is performing below the required standard, it will be the responsibility of the Music Director to discuss the matter directly with the player concerned. In the absence of the Music Director, this will be the responsibility of the Chorus and Orchestra Director.

Should a Musician believe that they are personally not reaching the required standards, they should inform their Section Principal, the Leader, or the Orchestra Management so that the relevant level of support for such a situation can be discussed and implemented.

All such meetings will be chaired by a member of the Orchestra Management.

At the meeting, the Music Director/Section Principal/Leader will:

- Ensure the Musician is clear about the areas in which their performance is below the standard required. The Music Director, Section Principal or Leader (as applicable) will inform this view.
- Give the Musician the opportunity to explain their under-performance and to raise any concerns they may have.
- Explore solutions to the problem with the Musician. This could include additional training, providing a mentor, coaching, provision of a temporary reduced workload to allow for practice time, a period of complete time-off, or some other kind of support to the Musician.
- Set a reasonable time frame within which improvement is expected and arrange a second meeting at the end of this time to review the situation. When establishing “reasonable timescales” for improvement, the Music Director/Section Principal must consider the level of improvement that is required and the method by which the improvement must be gained. However in all cases, the timescales should not exceed three months. (Unless the under performance is the result of a medical condition, which needs to be taken into consideration).
- Take notes during the meeting for the employee’s personnel file, and after the meeting, the Orchestra Management will send a letter to the Musician in order to confirm the position, recording the actions to be taken, together with any support and / or training arrangements and the period of the informal part of the procedure.

If at the end of this period, the Musician’s performance has returned to a satisfactory level, records of the meeting will be downgraded in the Musician’s file after a further six months have elapsed. They will only be referred to after that period, should a similar sub-standard performance issue be raised.

If at the end of the informal procedure, the Musician’s performance continues to be unsatisfactory, then the formal procedure will commence.

Should it become necessary for the Company to address playing issues with the same Musician within a period of 5 years of the start of a previous Capability Procedure with that Musician, then the Company shall have the right to move directly to the Formal Procedure. When such playing problems emerge within that time frame, the downgraded notes on file (that cannot be applied for any other issue surrounding the Musician’s employment) will be referred to as an accurate record of the previous instance.

### **Formal Procedure**

If, after the three-month period, during which the improvement plan described above has been unsuccessful, the following process will be followed:

A formal meeting will be arranged (usually at a minimum of one working week of notice) between the Musician, the Music Director and/or Leader, Section Principal and a member of the Orchestra Management. The Musician will be advised in advance in writing of the reasons for the meeting and that it is a formal stage of the Capability Procedure. The Musician is entitled to bring with them the Musicians’ Union Steward or a colleague from the Orchestra.

The purpose of the meeting is to discuss fully the problems of sub-standard performance, to determine the improvements required and the timescales permitted which shall be up to three months. The Chorus and Orchestra Director or the Orchestra Manager will write to the Musician confirming these details.

If the Musician’s performance improves sufficiently within the timescale permitted, there will be a further meeting at which the process is formally ended. The matter will remain on the Musician’s record for a period of 12 months from the end of the process.

If there is no improvement or the improvement falls short of the standard that has been outlined and required, the Musician will be required to re-audition. In certain circumstances a trial period will be considered as a more appropriate alternative to the re-audition process. In this case, the Musician will be consulted but a decision as to whether this is offered will ultimately rest with the Company.

### **The re-audition procedure is as follows:**

- The Musician shall be given at least four weeks’ notice that he/she is required to attend an audition.

- The Musician shall be entitled to ask for and receive a written statement of the reason for the audition.
- The Musician shall be entitled to have a personal representative sitting with the audition panel. The representative may be a member of the orchestra, a Union official or any other person, who shall sit as a member of the panel.
- The music for the audition shall be taken from the orchestra's current repertoire except that a prepared solo piece may also be required.
- The Company must inform the Musician within 7 days of the result of the audition.
- The Musician shall be entitled to a second audition, of which he or she must receive at least two weeks of notice in writing.
- The panel for the second audition will consist of two members appointed by the Company, two members appointed by the Union and one independent member mutually acceptable to the Company and Union.

**The trial period, if put in place by the Company would be conducted as follows:**

- An initial meeting will be held in order to clarify with the Musician, the improvement that is necessary in order to reach and maintain the artistic standard required by the Company. This will take place between the Musician, who is entitled to be accompanied by a colleague or the Musicians' Union official, and the Music Director, the Chorus and Orchestra Director together with the Leader and/or relevant Section Principal.
- A period of work would commence either immediately, or as soon as is practical. The trial period will be of a length that is determined by the Company, but not normally of more than three months.
- During the trial period, the Musician will have adequate rehearsal and performance opportunities in order to be able to demonstrate to the Company that the necessary improvement is taking place.
- Should the Musician hold an exposed position in the Orchestra, either by being the Section Principal, or have an exposed role as a result of the Orchestra's current repertoire, the Company shall select the trial period more carefully in order to protect the Orchestra and the Company's artistic reputation.
- During the trial period, the Musician will receive regular feedback concerning their progress or otherwise with regard to the artistic standard that has been set. At the conclusion of the trial period, it will be explained to the Musician by the Company whether the required standard has been reached, and consistently maintained.
- Should the Musician have shown the ability to reach the required standard but demonstrated an inconsistency in maintaining that standard, then the Company may offer a further period of trial. The Company will determine the timescale for any further opportunity to maintain the required standard.
- Following the trial procedure (extended or otherwise), the position of the Company regarding the Musician's ability to reach and maintain the required artistic standard will be made clear. In this respect, the position of the Company is represented by the view of the Music Director (or in his/her absence the Chief Executive and Artistic Director) the Leader and a member of Orchestra Management. The relevant Section Principal player will be present if required.

**Capability Dismissal**

If the Musician does not pass the second audition, or the Musician fails to either reach or maintain the required artistic standard during the trial period, the Company will normally provide contractual notice of thirteen weeks to terminate the employment for reason of capability.

Should the Musician not present himself or herself, without appropriate reason, for any audition under this procedure, he/she may be dismissed on grounds of capability.

Should the Musician not present himself or herself, without appropriate reason, for any meeting under this procedure, he/she may be dismissed on grounds of capability.

### **Appeal against Capability Dismissal**

The Musician is entitled to appeal against the outcome of this decision, normally to the Chief Executive and Artistic Director. If the Chief Executive and Artistic Director has been involved in the decision process, the appeal would be heard by the Managing Director.

Such an appeal should be lodged within seven days of the date of the notice of termination of employment. The Musician is required to state his / her full grounds for appeal in the appeal notice. The appeal will not normally entail any further re-auditions.

### **Alternative Settlement**

The above procedure shall not prejudice the implementation, at any time, of a formula for resolution or settlement that is acceptable to the Musician and the Company.

# Appendix G

## Broadcast and Digital Distribution Agreement

### 1. Introduction

- 1.1 This agreement has been drawn up in order to maximise the company's profile in traditional and new media outlets and to broaden the company's reach beyond its live performances, concerts and MAX activities.
- 1.2 The agreement commences in September 2011.
- 1.3 The Company and Orchestra recognise the developmental nature of these arrangements and agree, therefore, to discuss any unforeseen issues that may arise. Any changes to the agreement prior to any formal review will be by mutual agreement.

### 2. Methodology

- 2.1 For the purposes of this agreement, each broadcast / distribution activity will be allocated a number of points which are detailed below.
- 2.2 During each artistic year each musician will be allocated a total of 25 points.
- 2.3 At the end of each artistic year any unallocated points up to a maximum of 7 can be carried forward and utilised in the following artistic year. However, for the purposes of calculating the following year's carry forward it will be assumed that the starting figure was 25. (For illustration - if in year one 3 points are carried over, the starting total for year 2 will be 28 points. If during year 2, say, 17 points are used the carry over year 3 will be  $25 - 17 = 8$ , not  $28 - 17 = 11$ ).
- 2.4 If the full points allocation has been used any work undertaken will be paid under normal fee structures existing between the Musicians' Union and the broadcasters.
- 2.5 Rehearsals in scheduled time to prepare for recordings or relays do not attract points.
- 2.6 Any work undertaken outside of scheduled time will be paid for at normal fee structures or at a specifically and mutually agreed rate.
- 2.7 When broadcast or distribution commitments are confirmed any points due will be allocated at the time of the original performance / recording. When broadcast or distribution commitments are not known or confirmed, points will be allocated at the time of use.

### 3 Broadcast and digital distribution – points and usage table

ACTIVITY		POINTS & USAGE	
<b>PERFORMANCE</b>			
<b>DVD</b>	Commercial-label audio-visual release, physical or download	6 12	If taken from existing material (e.g. previous broadcast footage) If recorded specifically and solely for the DVD
<b>DVD</b>	'Own-label' audio-visual release, physical or download	3 6	If taken from existing material (e.g. previous broadcast footage) If recorded specifically and solely for the DVD
<b>CD</b>	Commercial-label audio release, physical or download	3 3	For each recording session, if recorded specifically and solely for the CD (or other audio media) For each recording using existing material
<b>CD</b>	'Own-label' audio release, physical or download	2 1	For each recording session, if recorded specifically and solely for the CD (or other audio media) For each recording using existing material
<b>Television</b>	Category 1 television transmission (BBC1, BBC2, ITV1, Channel 4, S4C, Five)	6 3	For each live or deferred broadcast of an opera production or concert programme and associated 'watch again' facility For each repeat and associated 'watch again' facility
<b>Television</b>	Category 2 television transmission (all other channels)	6 3	For each live or deferred broadcast of an opera production or concert programme and unlimited associated repeats For each subsequent broadcast of the same production / programme and unlimited associated repeats
<b>Television</b>	Worldwide TV	2 1	For each live or deferred broadcast of an opera production or concert programme and unlimited associated repeats For each subsequent broadcast of the same production / programme and unlimited associated repeats
<b>Radio</b>	Radio 3 relay transmission	2 1 0	For each live or deferred broadcast of an opera or concert performance and associated 'listen again' facility For each repeat and associated 'listen again' facility For each repeat of Radio 3 broadcast on Radio Cymru or Radio Wales
<b>Radio</b>	Radio relay originated by Radio Cymru or Radio Wales	1	For each live or deferred broadcast of an opera or concert performance and associated 'listen again' facility
<b>Radio</b>	Classic FM, and other radio channels (not listed above), complete opera or concert transmission or compilation programme from material drawn from different sources	2 1	For each programme and associated 'listen again' facility For each repeat and associated 'listen again' facility
<b>Internet</b>	Internet transmission	2	For each live or deferred webcast / streamed / downloadable programme including more than 30 minutes musical content. Downloadable material to be

			limited to 30 days usage from date of download.
<b>Screening</b>	Outdoor or indoor screening to a paying audience	2	For each single or simultaneous multiple live or deferred relay (relays to 'latecomer screens' within venues or 'close-up' screens within venues – e.g. Eisteddfod concerts – are not restricted and do not attract points)
<b>Screening</b>	Outdoor or indoor screening to a non-paying audience	1	For each single or simultaneous multiple live or deferred relay of an opera or concert performance (relays to 'latecomer screens' within venues or 'close-up' screens within venues – e.g. Eisteddfod concerts – are not restricted and do not attract points)
<b>DOCUMENTARY</b>			
<b>Television</b>	Television documentary	3 1 1	For each documentary made independently of the broadcast of an opera production or concert performance For each subsequent 'episode' of a documentary series For each documentary made alongside the broadcast or an opera production or concert performance
<b>Radio</b>	Radio documentary	0	For each programme, subject to a maximum of 10 minutes music content per half-hour of broadcast
<b>PROMOTIONAL</b>			
<b>Internet</b>	Extracts for streaming or download on WNO website, venue websites and other websites for specific and general promotional purposes	0	Each extract or compilation subject to a maximum of 20 minutes music content. Downloadable material to be limited to 30 days usage from date of download
<b>Television &amp; Radio</b>	Extracts for broadcast for specific and general promotional purposes including, but not limited to: news access, arts magazine programmes, generic arts documentaries	0	Each extract or compilation subject to maximum of 10 minutes music / production content
<b>Video &amp; screening</b>	Extracts for screening on large public screens, indoor and outdoor, for specific and general promotional purposes and / or as part of non-commercial videos produced by third-parties including, but not limited to: venues, arts councils, tourist boards, Government departments or agencies	0	Each extract or compilation subject to maximum of 20 minutes music / production content
<b>Audio</b>	Extracts for use on promotional CDs or other audio media. For specific or generic promotion	0	Each extract or compilation subject to maximum of 20 minutes music content
<b>Archive</b>	Archive recordings of full productions or concert performances	0	Recording to be made for reference purposes only for use by WNO and by potential hirers / co-producers of WNO. Recording should be of a quality suited to its purpose as reference material

# Appendix H

## Terms and Conditions for freelance musicians working as Extras & Deputies with the Orchestra of Welsh National Opera: Revised September 2019

### **A Theatrical Engagements – for performances of complete operas, ballets and musicals**

(including Concert Performances of Main-scale Opera)

#### A1 Fees:

	<b>3 hour 30 minute</b> Performance (or up to 4 hour dress rehearsal)	<b>Rehearsal</b> <sup>1 2</sup> 2.5 hours 3 hours 3.5 hours MAX short opera	<b>Rehearsal</b> <sup>3</sup> Up to 2 hour	<b>Short rehearsal</b> <sup>4</sup> Up to 1 hour Rehearsal or balance call	<b>6 hour</b> <sup>5</sup> Long opera (or up to 7 hour dress rehearsal)
Tutti	£90.34	£81.71	£61.52	£40.85	£180.69
Sub-Principal	£96.82	£87.22	£67.21	£43.62	£193.62
Principal	£98.07	£88.51	£68.49	£44.26	£196.15
Section Principal	£105.83	£97.04	£74.10	£48.49	£211.67

1. A rehearsal can be scheduled at 2.5, 3 or 3.5 hours;
2. A MAX performance of 'short' operas can be no longer than 1 hour 20 minutes in duration. A short rehearsal/balance call of up to 30 minutes can be included within the 3 hour session. Where two such performances are scheduled within a six hour spread-over there shall be a double payment. All opera performances over 1 hour 20 minutes under the MAX programme, will generate the full main-scale opera performance fee, which may include a short rehearsal or balance call of up to 30 minutes, to take place within the 3.5 hour spread over;
3. A 2 hour rehearsal can only be scheduled when there is another work session on the same day;
4. A short balance call of up to 1 hour can only be scheduled to precede a main-scale or theatrical (not MAX) performance as follows:
  - 1 hour call will finish 1 hour 30 minutes prior to the performance;
  - 45 minute call will finish 1 hour 15 minutes prior to the performance;
  - 30 minute call will finish 1 hour prior to performance.
5. A long opera performance of up to 6 hours duration or a dress rehearsal of such an opera of up to 7 hours duration is paid as two full 3 hour 30 minute sessions. A long opera is defined as one having two intervals of which one interval is no less than 50 minutes duration. All other operas register overtime payments after 3 hours and 30 minutes.

The fees above show the total session fee applicable i.e. the basic fee plus holiday pay of 12.07% of the basic fees.

#### **A2 Overtime:** per 15 minutes or part thereof:

Tutti	£9.73
Sub-Principal	£10.11
Principal	£10.53
Section Principal	£11.56

#### **A3 Doubling:**

1 <sup>st</sup> double 25%
2 <sup>nd</sup> double 15%

Overtime is payable whenever the performance or rehearsal durations stipulated above are exceeded.

#### **A4 Expenses:**

##### Travel

Where the theatrical engagement is at a venue which is over 25 miles from the recognised central point of the musician's normal centre of employment a travelling allowance of **30p per mile** shall be paid for all miles necessarily travelled in reaching, fulfilling and returning from the engagement. The shortest recommended AA Autoroute mileage shall be taken as the authority for distances.

**Return Travel** The time of return is defined with reference to the musician's time of departure from the rehearsal or performance venue, the distance to be travelled to the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph. The time of departure is deemed to be fifteen minutes after the finishing time of the rehearsal or performance.

**Overnight** An overnight touring allowance shall be paid where:  
 The musician's scheduled time of return is after midnight;  
 The musician is engaged for two or more consecutive days' work and the distance to be travelled to return to the recognised central point of his or her normal centre of employment is 80 miles or further.  
 A Standard overnight is paid if return is possible to the recognised central point of the musician's normal centre of employment prior to 1:00 am. Where the scheduled time of arrival is after 1:00am, the appropriate Premium or London overnight payment will apply for the city where the performance has taken place.  
 The overnight touring allowance is paid in accordance with the UK Theatre/MU National Agreement for Opera and Ballet Companies, which is increased or reduced in line with the change in the Retail Price Index at three monthly intervals.

*The rates as 1 October 2019:*

	<u>Standard</u>	<u>Premium<sup>1</sup></u>	<u>London</u>
Nightly rate	£61.30	£76.62	£81.72

<sup>1</sup> Aberdeen, Birmingham, Manchester, Glasgow, Inverness, Bath, Milton Keynes, Oxford.

**Meal Allowances** Following an overnight stay, and where the second day of an engagement does not incur a full overnight payment, a meal allowance will be paid as follows (based on the return time to the recognised central point of musician's normal centre of employment):

	After 1:30 pm	After 6:30 pm	After 9:30 pm
Standard venues	<b>£6.63</b>	<b>£13.26</b>	<b>£19.89</b>
Premium venues	<b>£8.29</b>	<b>£16.58</b>	<b>£24.87</b>
London	<b>£8.95</b>	<b>£17.90</b>	<b>£26.85</b>

**Porterage** For the transportation of cello, double bass, harp or tuba the musician shall receive the following porterage payments:

Cello **£9.00** Tuba **£11.00** Double Bass **£12.00** Harp **£38.00**

A porterage payment shall be due for each day of an engagement, except where a musician is able to leave his or her instruments in situ overnight at a rehearsal or performance venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, porterage payments shall not be paid for each night during which the instrument is left at the venue. The venue concerned must be secure. These payments do not apply when the Orchestra Management makes arrangements to transport the instruments, unless the musician is required to bring the instruments to a pick-up point nominated by the Management, in which latter case porterage payments shall be due in full.

**B Concert Engagements:**

**B1 Fees:**

	Concert / Daily Rate <sup>1</sup>	Single Rehearsal Rate <sup>2</sup>	3 hour MAX Concert
<b>Tutti</b>	£104.53	£61.52	£81.71
<b>Sub-Principal</b>	£109.70	£67.21	£87.22
<b>Principal</b>	£116.15	£68.49	£88.51
<b>Section Principal</b>	£129.07	£74.10	£97.04

1. This rate applies for:

- a) a concert of up to three hours in length with a rehearsal of up to three hours in length on the same day;
  - b) two rehearsals with a combined total of six hours in length on the same day (Six and a half hours may be called in line with WNO / MU House Agreement);
  - c) a concert with a rehearsal contained within a two, three or four hour period;
  - d) two concerts, of no more than 1 hour in length, within a 6 hour spread over, with no more than two and a half hours rehearsal and a minimum break of one hour between concerts;
  - e) a 4 hour MAX session or a double MAX concert.
2. For a single rehearsal of up 3 hours in length, which is the only working period on a day other than a concert day.

The fees above show the total session fee applicable i.e. the basic fee plus holiday pay of 12.07% of the basic fees.

<b>B2 Doubling:</b>	1 <sup>st</sup> double 15%	2 <sup>nd</sup> double 10%
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**B3 Expenses when travelling by coach:**

For one-off and repeat concert performances, a coach will normally be provided and the musician will either be requested to join the coach or will be instructed to travel independently (see B4 below). Where the concert engagement is at a venue which is over 25 miles from the recognised central point of the musician’s normal centre of employment and the musician has been requested to join the coach, the following expenses will be due.

**Travel** A travelling allowance of **10p per mile** shall be paid for all miles travelled in reaching, fulfilling and returning from the engagement by coach. Where the recognised central point of the musician’s normal centre of employment is over 25 miles from Cardiff, an additional travelling allowance of **30p per mile** shall be paid for all miles necessarily travelled in reaching and returning from the coach pick-up point. The shortest recommended AA Autoroute mileage shall be taken as the authority for distances.

**Late Return** Where the time of return of the coach to Cardiff is between midnight and 2:00 am, late return payments shall be made as follows:

Return between midnight and 12.30 am	<b>£ 6.63</b>
Return between 12.30 am and 2.00 am	<b>£13.26</b>

**Early Start** Where the time of departure of the coach from Cardiff is between 8:00 am and 10:30 am, early start payments shall be made as follows:

Departure between 9:30 am and 10.30 am	<b>£ 6.63</b>
Departure between 8:00 am and 9:30 am	<b>£13.26</b>

**Meal Allowances** The following meal allowances will be paid in addition to any travel, late return & early start expenses that may be due:

**a) Concerts within a round coach trip distance of 250 miles**

Leaving Cardiff before 1:30 pm & returning after 6:30 pm:

Standard venues	<b>£13.26</b>
Premium Venues <sup>1</sup>	<b>£16.58</b>

Leaving Cardiff & returning at other periods:

Standard venues	<b>£6.63</b>
Premium Venues <sup>1</sup>	<b>£8.29</b>

**b) Concerts within a round trip distance over 250 miles but not more than 400 miles**

Standard venues	<b>£17.89</b>
Premium Venues <sup>1</sup>	<b>£22.37</b>
London	<b>£24.16</b>

**c) Concerts involving an overnight stay**

Payable for the following return times to Cardiff on the day following an overnight stay:

After 1:30 pm	After 6:30 pm	After 9:30 pm
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Standard venues	<b>£6.63</b>	<b>£13.26</b>	<b>£19.89</b>
Premium venues <sup>1</sup>	<b>£8.29</b>	<b>£16.58</b>	<b>£24.87</b>
London	<b>£8.95</b>	<b>£17.90</b>	<b>£26.85</b>

<sup>1</sup> Aberdeen, Birmingham, Glasgow, Leeds, Liverpool, Manchester & Sunderland

## Overnight

An overnight touring allowance shall be paid where:

The time of return of the coach to Cardiff is after 2:00 am;

For the previous night, if the time of departure of the coach from Cardiff is before 8:00am;

The engagement has been designated as an overnight stay.

The overnight touring allowance is paid in accordance with the TMA/MU National Agreement for Opera and Ballet Companies, the rates for which are the same as for Opera Engagements (see A4 above).

## Porterage

For the transportation of cello, double bass, harp or tuba the musician shall receive the following porterage payments:

Cello **£9.00**    Tuba **£11.00**    Double Bass **£12.00**    Harp **£38.00**

A porterage payment shall be due for each day of an engagement, except where a musician is able to leave his or her instruments in situ overnight at a rehearsal or performance venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, porterage payments shall not be paid for each night during which the instrument is left at the venue. The venue concerned must be secure. These payments do not apply when the Orchestra Management makes arrangements to transport the instruments, unless the musician is required to bring the instruments to a pick-up point nominated by the Management, in which latter case porterage payments shall be due in full.

## B4 Expenses when travelling independently:

Where the concert performance or rehearsal is at a venue which is over 25 miles from the recognised central point of the musician's normal centre of employment, and the musician has been requested to travel independently or a coach is not provided, the following expenses will be due:

### Travel

A travelling allowance of **30p per mile** shall be paid for all miles necessarily travelled in reaching, fulfilling and returning from the engagement. The shortest recommended AA Autoroute mileage shall be taken as the authority for distances.

### Late Return

Where the musician's time of return to his or her normal centre of employment is between midnight and 2:00 am, late return payments shall be made as follows:

Return between midnight and 12.30 am	<b>£ 6.63</b>
Return between 12.30 am and 2.00 am	<b>£13.26</b>

The time of return is defined with reference to the musician's time of departure from the rehearsal or performance venue, the distance to be travelled to the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph. The time of departure is deemed to be fifteen minutes after the finishing time of the rehearsal or performance.

### Early Start

Where the musician's time of departure from his or her normal centre of employment is between 6:00 am and 8:30 am, early start payments shall be made as follows:

Departure between 7:30 am and 8.30 am	<b>£ 6.63</b>
Departure between 6:00 am and 8:30 am	<b>£13.26</b>

The time of departure is defined with reference to the musician's time of arrival at the rehearsal or performance venue, the distance to be travelled from the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph.

## Overnight

An overnight touring allowance shall be paid where:

The musician's scheduled time of return is after 2:00 am;

For the previous night if the musician's scheduled time of departure is before 6:00 am;

The musician is engaged for two or more consecutive days' work and the distance to be travelled to return to the recognised central point of his or her normal centre of employment is 80 miles or further.

The overnight touring allowance is paid in accordance with the TMA/MU National Agreement for Opera and Ballet Companies, the rates for which are the same as for Opera Engagements (see A4 above).

## Porterage

Porterage payments will be payable as specified in B3 above.

## **C** **Media:**

Musicians involved in rehearsals and performances that are recorded and /or broadcast / distributed within the arrangements set out in the 'Broadcast and Digital Distribution Agreement' of the WNO/MU House Agreement (Appendix G) will be paid the appropriate point value – **£15.00**.

The only area where this Appendix does not apply to Extra Musicians is when the Orchestra is working on CD recordings (terms normally applied by the BPI/MU agreement). In such cases the Musician will be paid the appropriate session rates under the BPI/MU Agreement.

# Appendix I

## NOISE AT WORK PROTOCOL

### 3. Introduction

- 1.4 This protocol exists to detail the procedures and systems that are in place at Welsh National Opera to manage noise control for its employees during the course of its scheduled activity.
- 1.5 Noise control is a daily issue for the orchestra and the responsibilities are shared across the Company to manage and reduce the exposure levels individuals face during the course of their work.
- 1.6 Musicians may suffer less hearing loss than industrial workers, but some research suggests that they suffer more from the effects of reduced frequency selectivity, hyperacusis, tinnitus, and confusion between changing pitch and intensity.
- 1.7 The control of noise in music is a difficult and subjective issue; however a culture of recognition and collaboration between all parties must exist at all times.
- 1.8 Noise testing will be undertaken from time to time

### 4. Management Systems

- 4.1 The Company will ensure that health surveillance is provided to all contract members of the orchestra.
- 4.2 As part of the health surveillance programme, audiometric testing will be carried out in line with HSE guidelines and in accordance with the Control of Noise at Work Regulations 2005. The audiometric testing will be provided by the Company's Occupational Health provider who will retain all clinical records as detailed by the Data Protection Act 1998.
- 4.3 New orchestra members will be required to undergo an audiometric test upon joining the Company, before entering the rolling programme of testing.
- 4.4 The results of the testing will be fed back to the individual. Management will, in accordance with the Control of Noise at Work Regulations be advised of individuals at greater risk from noise exposure.
  - 4.4.1 All results will be treated with the utmost confidentiality.
  - 4.4.2 Issues arising from testing will be discussed in a supportive environment, and every effort will be made to assist individual musicians to continue to address such issues.
- 4.5 Where appropriate, the Occupational Health provider will refer the musician to a consultant audiologist.
- 4.6 Musicians will have full access to their records as provided by the Data Protection Act 1998.
- 4.7 Risk Assessments in place will be reviewed regularly in accordance with changes of working practice, location or repertoire.
  - 4.7.1 Following advice from the Occupational Health provider that a musician is at greater risk from noise exposure, an individual risk assessment will be undertaken.

- 4.8 When possible, orchestra layouts will be discussed with Section Principals and / or the Orchestra Committee and the Health and Safety Representative of the orchestra.
  - 4.8.1 Layouts may not be changed without consultation that involves the Management and the Music Director / Conductor.
  - 4.8.2 If areas of the pit are left clear to create distance between certain sections of the orchestra, or for resonating spaces, these are not to be encroached upon to solve individuals' issues, either related or unrelated.
- 4.9 During rehearsal periods, particularly when the orchestra is in the pit, and with consultation between Management, Conductor and Orchestra, it may be appropriate to mark (play down in volume) certain passages for much of the session, saving full volume 'play-throughs' for running sections or upon specific request.
- 4.10 When playing in venues with restricted space or with large areas of the pit overhung, measures will be taken to reduce these effects, including;
  - 4.10.1 Reducing the size of the string sections to increase the airspace between players.
  - 4.10.2 Rotating players within string sections during the course of a show to reduce the impact on any individual in an area of higher exposure.
  - 4.10.3 Placing sound-absorbing panels / absorbent material on reflective surfaces.
- 4.11 Screens and other noise barriers are provided for use within the orchestra under the following conditions:
  - 4.11.1 All screen placements are to be discussed with the Orchestra Operations Manager, Orchestral Attendant or Orchestra Manager.
  - 4.11.2 If a screen has been deemed necessary, no individual musician can remove the screen without discussion with the Management.
  - 4.11.3 Screens will normally be used to shield the individual rather than the source of the noise.
  - 4.11.4 Screens will be positioned in such a way as to reduce the effects of the screen upon other Musicians as well as on the individual for whom it is provided.
  - 4.11.5 No screen may be put in place if it is going to significantly increase the noise exposure of another Musician.
- 4.12 Ear plugs have been provided to all Contract Members by the Company and should be worn when all other methods of reducing noise exposure have been put in place.
  - 4.12.1 Disposable ear plugs will be available at all times to musicians

## **5. Individual responsibilities**

- 5.1 It is the responsibility of the individual to cooperate with the terms of this protocol.
- 5.2 It is the responsibility of the individual to take all reasonable precautions to protect their hearing in all situations outside the workplace as all exposure to sounds can contribute towards noise induced hearing loss.
- 5.3 Individuals advised that further health surveillance / testing is necessary must attend appointments as required and follow the advice of medical practitioners and the Management when requested to do so.
- 5.4 Any Orchestral Member with individual concerns, may, in consultation with Management, be referred to the occupational health provider for advice or testing as required.