

1. TIER RATES 2023. Please refer to Clause 3 of the Contract

EARNINGS READY RECKONER			
The figures below are based on a percentage of 25 days annual leave.			
Weeks Contracted	% of 52 weeks	Weeks Hols due	Total Weeks of Earnings
29	55.8	2.8	31.8
30	57.7	2.9	32.9
31	59.6	3.0	34.0
32	61.5	3.1	35.1
33	63.5	3.2	36.2
34	65.4	3.3	37.3
35	67.3	3.4	38.4
36	69.2	3.5	39.5
37	71.2	3.6	40.6
38	73.1	3.7	41.7
39	75.0	3.8	42.8
40	76.9	3.8	43.8
41	78.9	3.9	44.9
42	80.8	4.0	46.0
43	82.7	4.1	47.1
44	84.6	4.2	48.2

TIER RATES FROM 1 APRIL 2023- 3.0% Increase		
Tier	Weekly Pay	Session Rate
Tier 1	£754.41	£94.30
Tier 2	£680.88	£85.11
Tier 3	£644.00	£80.50
Tier 4	£613.36	£76.67

**HALF-SESSION RATE IN ACCORDANCE WITH
CLAUSE 6.9**

Tier 1	£47.15	Tier 3	£40.25
Tier 2	£42.55	Tier 4	£38.33

**CALCULATING YOUR HOLIDAYS BASED ON %
OF 25 DAYS ANNUAL LEAVE**

[Public Holidays are treated separately]

Full time equivalent of holidays = 25 days

25 days divided by 52 weeks = 0.4807

0.4807 days of holidays accrue for each week worked.

e.g. 32 weeks x 0.4807 = 15.38 days.

15.38 days / 5 = 3.1 weeks of holidays due

2. MINIMUM TERMS AND CONDITIONS

The minimum salaries shall not be less than that agreed annually between the Company and the MU and shall be subject to annual review. The Orchestra has a four-tier system in operation and the Company undertakes to preserve the integrity of the system by ensuring that the salary will conform to the designated differentials for each respective tier in relation to the other tiers in the system. This shall be calculated as a percentage figure above the rate for the tier four, according to the following model:

Tier one salary	23% above tier four
Tier two salary	11% above tier four
Tier three salary	5% above tier four
Tier four salary	0%

All pay negotiations shall be of a corporate nature and any pay increases shall be applied to all salaries as a percentage figure across the board, unless otherwise mutually agreed between the Company and the MU.

3. STAGE PAYMENTS. Please refer to Clause 2.5 of Contract.

The musician may be required to play in the following situations, if so the under noted payment will apply per session.

Situation	Payment
Solely off stage	No Payment
Solely on stage, in view of the audience	£10.66
In the Pit and off-stage, not in view of audience	£9.04
In the Pit and on-stage, in view of audience	£14.05
With make-up, wigs, on-stage in view of audience	£7.12
Perform on-stage from memory	£28.38
Costume fitting session	£28.38

4. DOUBLING, TREBLING, OUT OF FAMILY. Please refer to Clause 2.6 of Contract.

When a musician is required to play more than one instrument in a three-hour session, an additional fee of 25% of the session fee will be paid for the second instrument. If the musician is required to play a third instrument in the same session a total payment of 33% of the session fee is paid.

Category A	
Any musician who is required to play more than one Category A instrument, as defined by the composer, in any session shall be paid a 'doubling' fee. Only Category A instruments will be treated as doubling or Trebling instruments for the purposes of this clause.	
Category B	
No musician shall be obliged to play a Category B instrument. However, by mutual consent between the individual musician and the Company, a category B instrument may be played, in which case the musician will be paid a 'doubling' fee. Instruments in this category shall not be treated as doubling or Trebling instruments for the purposes of this clause.	
Category C	
No musician shall be obliged to play a Category C instrument, or any other instrument that does not appear in the under noted list of instruments. However, by mutual consent between the individual musician and the Company, an instrument in this category may be played, in which case any additional payment would be subject to negotiation between the musician and the Company. Instruments in this category shall not be treated as doubling or Trebling instruments for the purposes of this clause.	
Flute [Tier 1 and Tier 2]	
Category A:	Flute, Piccolo, Alto Piccolo, Alto Flute, Bass Flute, Eb Flute, Military (low C) Boehm system piccolo.
Category B:	Tin Whistles, Kazoo, Swanee Whistle, Single-Note Whistles, Recorder, Fifes, Nose Flute.
Category C:	Contrabass Flute, Baroque Flute, Renaissance Flute, Flute d'Amore, Ethnic Flute, Pan Pipes, Saxophone, Non-Flute Family Instrument.
Oboe [Tier 1 and Tier 2]	
Category A:	Oboe, Cor Anglais, Oboe d' Amore.
Category B:	
Category C:	Bass Oboe, Heckelphone, Recorder.
Clarinet [Tier 1 and Tier 2]	
Category A:	Boehm System Clarinets as follows: Bb Clarinet, A Clarinet, C Clarinet, D Clarinet, Eb Soprano Clarinet, Bass Clarinet in A & Bb, Eb Alto Clarinet, Basset Horn in F, Contrabass Clarinet in Bb, Basset Clarinet in A & Bb, Contralto Clarinet in Eb. Any Clarinet pitched not more than a semi tone apart and in the same octave will be treated as one instrument (with exception of Eb Alto). The following instruments will be treated as one instrument: Bb Clarinet, A Clarinet.
Category B:	Saxophone, Sopranino Clarinet in Ab.
Clarinet [Tier 1 and Tier 2]	
Category C:	Non-Boehm System Clarinets, Taragato, Clarina, Holztrompete and other related instruments.
Bassoon [Tier 1 and Tier 2]	
Category A:	Bassoon, Contra Bassoon
Category B:	
Category C:	Heckelphone, French Bassoon, Sarrusaphone, Serpents
Horn [Tier 1, Tier 2 and Tier 3]	
Category A:	F/Bb Horn, Bb/F Alto Horn
Category B:	Wagner Tuba
Category C:	All period instruments and Vienna Horn
Trumpet [Tier 1 and Tier 2]	
Category A:	Trumpets Bb, C, Eb - each of these instruments will be treated as if playing one instrument
Category B:	Rotary Valve Trumpet in Bb, C, D and Eb - each of these instruments will be treated as if playing one instrument. Trumpet in D, Cornet
Category C:	Piccolo Trumpet, in G, A and Bb, - each of these instruments will be treated as if playing one instrument. Posthorn, Flugelhorn, Fanfare Trumpet, Natural Trumpet.
Trombone [Tier 1 and Tier 2]	
Category A:	Tenor Trombone,
Category B:	Alto Trombone, Narrow Bore Trombone Bass Trombone.
Category C:	Valve Trombone, Euphonium, Bass Trumpet, ,Sackbutt, German Trombone
Bass Trombone [Tier 2]	
Category A:	Bass Trombone
Category B:	Contrabass Trombone, Narrow Bore Bass Trombone, Euphonium, , Cimbasso
Category C:	Sackbutt, Dung Chang, German Trombone, Valve Trombone
Tuba [Tier 1]	
Category A:	Eb Tuba, F Tuba,
Category B:	C Tuba, Bb Bass Tuba, Cimbasso,
Category C:	Sousaphone, Ophicleide, Euphonium.

Harp [Tier 1]	
Category A:	Double Action Concert Harp
Category B:	
Category C:	Clarsach, Single Action Harp, Chromatic Harp, Double Harp.
Timpani [Tier 1] and Percussion [Tier 1]	
Category A:	Timps: Will be required to play 4 Timps. If required to play instruments in any of the undernoted Groups, an additional payment will be made as follows: 10% for all instruments in Group 1, 15% for all instruments in Group 2, 20% for all instruments in Group 3. Percussion: Will be required to play all instruments in Group 1 (except 5 th Timp). If required to play instruments in any of the undernoted Groups, an additional payment will be made as follows: 10% for all instruments in Group 2, 15% for all instruments in Group 3, 20% for all instruments in Group 4
Group 1:	Concert Bass Drum Snare/Tenor Drums, Roto Toms, Concert Toms Chinese Toms, Tabor, Tambourine Provençal, Tambourines, Triangle Finger Cymbals, Clash+ Suspended (inc Chinese) Whips (wooded) Wood/Temple/Granite Blocks, Castanets, Ratchets Glass/Shell/Wood Chimes, Tam Tams, Thunder Sheet, Anvils, Sistrums, Log Drums, Sirens, 5 th Timp.
Timpani [Tier 1] and Percussion [Tier 1]	
Group 2:	Glockenspiel, Xylophone, Marimba, Bass Marimba, Tubular Bells Vibraphone, Tuned Gongs, Bell Plates, Tubaphone, Waterphone, Motor Horns, BooBams, Lujons, Flexitones, Baroque Timpani
Group 3:	Bongos, Congas, Timbales, Caxixi, Latin Cow/Agogo Bells, Cabasa, Claves, Mark/Bell Tree, Vibra Slap, Kokiriko, Guiros, Rain Sticks, Torpedos, Maracas, Talking Drum, Lions/Bulls Roar.
Group 4:	Pedal and Hand Tune Timpani. (Only Percussion).
Category B:	Set of Gamelon Gongs, Melodic Kalimba, Bones, Cat O'Nine Tails, Baroque Timpani
Category C:	Drum Kit – Traps, Tabla, Darabuka, Steel Drums, Berimbau, Cimbalom, Zither, Bottlephone.
All Players except Timpani and Percussion (Tiers 1 – 4)	
Category C:	Period Instruments, Percussion. Excluding Baroque Timpani

4.1 FEE FOR DOUBLING OR TREBLING

Tier	From 1 April 2023– 3.0% increase				*Tier 4 Players are not normally required to Double
	Weekly Pay	Session	Doubling 25%	Trebling 33%	
Tier 1	£754.41	£94.30	£23.58	£31.13	
Tier 2	£680.88	£85.11	£21.28	£28.09	
Tier 3	£644.00	£80.50	£20.13	£26.56	
Tier 4	£613.36	£76.67	£19.17	£25.30	

The Doubling and Trebling rate for Concerts during contracted weeks of work will be 10% of the Session Fee for Doubling and 15% of the Session Fee for Trebling.

5. SITTING-UP

A Sitting-up Fee will be paid, subject to the conditions of Clause 2.3 of your contract of Employment. The fee paid is the differential between your Tier Session Fee, and the higher Tier Session Fee as follows:

From 1 April 2023– 3.0% increase			
Tier	Weekly Salary	Session Fee	Sitting Up Fee
Tier 1	£754.41	£94.30	N/A
Tier 2	£680.88	£85.11	£9.19
Tier 3	£644.00	£80.50	£4.60
Tier 4	£613.36	£76.67	£3.83

5.1 READY RECKONER FOR SITTING-UP SESSIONS

Weeks contracted	Maximum Sessions	Maximum number of sessions to Sit-Up	Weeks contracted	Maximum Sessions	Maximum number of sessions to Sit-Up
29	232	41	34	272	46
30	240	42	35	280	47
31	248	43	36	288	48
32	256	44	37	296	49
33	264	45	38	304	50

6. COVER FEES FOR REHEARSAL AND PERFORMANCE OF ORO OR CHAMBER OPERA IN CONTRACTED WEEKS

By mutual consent between the individual musician and the Company, a Tier 3 or Tier 4 musician could rehearse and/or perform as a cover within the terms of the contract. If he/she is required to rehearse and/or perform, a fixed rate is paid. This rate will be increased as part of the annual wage negotiation. Please refer to Clause 11.4 and Clause 12.4 of Contract.

Circumstances	Rehearsal Fee	Performance Fee
Tier 3 cover for Tier 2	£12.62	£23.51
Tier 3 cover for Tier 1	£22.88	£35.27
Tier 4 cover for Tier 2	£22.88	£35.27
Tier 4 cover for Tier 1	£34.36	£47.05

7. SICK PAY. Please refer to Clause 22 of the Contract

Service at commencement of absence from duty	Entitlement for full time contract (column 1 plus column 2)		Pro rata of entitlement Based on 28 weeks = 53.8%
Less than 8 weeks	SSP	SSP	SSP
8 weeks-26 weeks	1 wks full pay	1 wks half pay	0.53% of weekly pay plus 0.53% of half week pay
26 weeks – 1 year	5 wks full pay	5 wks half pay	2.7 wks full pay, 2.7 wks of half pay
1 year and less than 2	9 wks full pay	9 wks half pay	4.8 wks full pay, 4.8 wks of half pay
2 years and less than 3	18 wks full pay	18 wks half pay	9.7 wks full pay, 9.7 wks of half pay
3 years and less than 5	22 wks full pay	22 wks half pay	11.8 wks full pay, 11.8 wks of half pay
5 years or more	26 wks full pay	26 wks half pay	14 wks full pay, 14 wks of half pay

8. DRESS. Please refer to Clause 18 of the Contract

The dress code is as specified below, and in addition, the Orchestra and Concerts Director will advise the dress requirements of special projects as necessary.

Activity	Ladies	Gentlemen
Opera Performance	Minimum knee length black dress, or suitable black top and black tailored trousers	Black or white dinner suit jacket and dinner suit trousers, black shirt, or white shirt with bow tie or straight tie
Concerts	Appropriate length dress or suitable black top and black tailored trousers, or long self-coloured dress	Tails, black dinner suit with black shirt and black straight tie, or black shirt. White dinner jacket, white shirt and white or black bow tie
Education /Community Concerts	Appropriate dress will be agreed and advised in advance of each project.	

9. PORTERAGE. Please refer to Clause 16.4 of the Contract

The Porterage Allowance is as follows:

Category	Instrument	Payment
Category 1	Cello, 2 Saxophones, Baritone Saxophone, Contra Bassoon, Contra Bass Trombone	£19.84
Category 2	Double Bass, Tuba, Cimbasso	£27.14
Category 3	Harp	£36.34

10. TRAVEL, TOURING & MEAL ALLOWANCES. Please refer to Clauses 15 and 16 of the Contract.

10.1 UK Theatre Opera & Dance Touring Allowance rates for period from 1 October 2023:

	Description	Payment
ORO / Concerts / Education	Early start payment	*£7.00
	Late return payment	*£18.08
	Meal allowance 1 [absent from Glasgow for more than four hours]	†£13.05
	Meal allowance 2 [absent from Glasgow for more than six hours]	†£19.23
Opera	UKT Touring nightly rate – (for 1–5 nights)	£79.71
	UKT Touring weekly rate	£478.28
	UKT Uplifted rates – Nightly; (Aberdeen, Birmingham, Manchester, Glasgow, Inverness, Bath, Milton Keynes, Oxford)	£99.64
	UKT Uplifted rates – Weekly; (Aberdeen, Birmingham, Manchester, Glasgow, Inverness, Bath, Milton Keynes, Oxford)	£597.85
	UKT London nightly (inclusive of London Boroughs)	£106.26
	UKT London weekly	£637.54
Distance Allowance for Chamber Opera, ORO, Concerts, Education and Outreach when not part of annual contracted weeks		
Per mile of required travel as per ABO MU/Casual Concerts Agreement April 2023-2024		*19p per mile

*Early start, Late return and Distance Allowance are taxable allowances

†Meal allowances are tax exempt up to HMRC benchmark rates

10.2 Touring Allowance Policy and Procedure

Touring Allowance Policy and Procedure is in place to ensure the Company complies with HMRC. Scottish Opera is required to provide receipts for any tax and NIC-free part of Touring Allowance paid when the company is on tour. Any un-receipted amount of the touring allowance paid will be subject to deduction of tax and NIC.

The policy applies to Musicians in the Orchestra of Scottish Opera and is specifically for travel including time spent travelling, meals, and accommodation expenses incurred when on tour with Scottish Opera. This policy is relevant only for reconciliation of expenses when musicians are working away from Glasgow, and is effective from April 2017, with 25 May 2017 being the first day of the new process of touring allowance for musicians.

10.3 The Process for Touring Allowance

- 10.3.1 All eligible musicians receive the relevant touring allowance for the period on tour. Touring Allowance is paid weekly by BACS, one week in advance.
- 10.3.2 Travel payments, based on standard rail fare, are an additional sum paid at the same time as touring allowance. Receipts for this travel are required as part of the final reconciliation calculation at the end of each tour.
- 10.3.3 Musicians should collect receipts for all tax-exempt qualifying expenses. If receipts are not submitted, the un-receipted part of the Touring Allowance payment will have tax and NIC deducted retrospectively. Travel and accommodation receipts are submitted with a completed and signed touring allowance claim form. Travel receipts may be submitted in lieu of accommodation receipts. Receipts are aggregated across the tour period.
- 10.3.4 The HMRC benchmark rate of £15 per day for meals (from within the touring allowance advanced) will be paid free of tax and NIC. The use of the HMRC benchmark rate means that receipts for food and drink are not required to be included as part of the Touring Allowance Claim Form. Musicians can spend more than £15 per day of the Touring Allowance payment on food and drink but only £15 of the total payment will be paid free of tax and NIC for simplicity.
- 10.3.5 Musicians submitting receipts must collect and keep meal and drinks receipts and retain these separately. These receipts may be required later for checking as part of the random sampling exercise of employee expenses required to fulfil HMRC regulations.
- 10.3.6 At the end of each tour, musicians submitting receipts should complete and sign a Touring Allowance Claim Form, attach the relevant receipts, and submit the form to the orchestra office for processing.
- 10.3.7 Seven days after the end of the tour, collected receipts should be submitted to the orchestra office (8 days maximum timescale if adjacent to non-contracted period.) Musicians will be notified by the Orchestra Department of problems with any receipts submitted within seven days of the receipts submission deadline. Thereafter the claim form and receipts will be passed to the finance team who will complete the reconciliation process.

10.3.8 Reconciliation of expenses: fifteen days after the end of the touring period, the value of any un-receipted touring allowance is treated as additional income and will require deductions of tax and NIC. This deduction is made automatically by Finance from the first available pay after the end of the reconciliation process. If no claim form or receipts are submitted, the full Touring Allowance amount, including the £15 benchmark rate, will have tax and NIC deducted retrospectively. Receipts will be returned to players who request this within a month.

What qualifying receipts are required by the Company in order to make expense payments free of tax and NIC?

Qualifying receipts required by Scottish Opera to meet HMRC regulations are for accommodation and travel, public transport, taxis, mileage, fuel, and parking charges where these are incurred as part of the business journey when on tour for Scottish Opera. When VAT receipts are not available, for example, if staying in a B&B or with an acquaintance, the homeowner may use a pre-printed receipt book from stationers, rather than customised stationery. Such receipts must contain the name and address of the accommodation and dates. Mileage claims for qualifying journeys must be detailed in the Touring Allowance Claim Form.

Use of own vehicle for work-related journey

Drivers who choose to use their car for qualifying journeys will adhere to the normal conditions that apply when using personal vehicles for business travel. Musicians who choose to do this will be required to complete a declaration form, and will supply original documents for checking prior to the commencement of the tour, and at intervals, whenever insurance policies are renewed or changes occur (e.g. an MOT required).

Mileage claims

Mileage claims can be included as a qualifying expense from touring allowance. The distance of the journey taken is logged on the claim form, and the mileage rate is in accordance with HMRC rates. The rate is 45p per mile, up to 10,000 miles, once over 10,000 miles, the rate drops to 25p per mile. The HMRC mileage rates are set for all business travel, not solely for mileage for work undertaken when employed by Scottish Opera. HMRC requires employees who claim business mileage to keep a record of the mileage, plus fuel receipts.

HMRC Benchmark Rates

When Musicians are eligible for tax-exempt expenses for activity detailed in Clause 15.2 of the terms and conditions, the UKT touring allowance will not apply. When employees are required to be away from Glasgow to undertake their normal duties for part of a working day, the tax-exempt part of expenses reimbursed will be in accordance with the HMRC benchmark rates.

Meal Allowance Rule

- £5 When working 5 hours away from work base An additional £10 paid if working late.
- £10 When working 10 hours away from work base
- £25 When working 15 hours away from work base, that extends beyond 8 pm

AUDITIONS

11.1 AUDITIONS DURING CONTRACTED WEEKS OF WORK

When Auditions are required in a contracted week of work, and only when the total number of sessions in the week exceeds eight sessions, the extra sessions will be paid according to the session fee below. [These fees are based on the Extra and Deputies Opera Fees]

FREELANCE E&D OPERA RATES		Session Fee	Holiday pay 12.07%	Total Fee
Section Principal	Tier 1	£91.81	£11.08	£102.89
Principal	Tier 2	£82.11	£9.91	£92.02
Sub-Principal	Tier 3	£78.92	£9.53	£88.45
Tutti	Tier 4	£75.70	£9.14	£84.83

11.2 AUDITIONS OUT WITH CONTRACTED WEEKS OF WORK [The daily fee has been increased to £260]

- 11.2.1 When auditions occur out with the contracted weeks of work, each session will be paid according to the Extra & Deputies Opera Fees as above, except when the terms noted in Clause 11.2.2.in the Appendix applies.
- 11.2.2 When auditions occur out with the contracted weeks of work for the Orchestra, and travel is required to London to undertake the auditions, a daily fee, inclusive of distance allowance of £260 will be paid for your services. Please refer to Appendix 1, Clause 10 above.

For example, London Auditions may be scheduled as follows:

- If required, half daily fee for pm outward travel prior to the day of auditions
- Daily fee for Auditions and return travel. [If travel delayed until next day, additional half day fee paid]

11.2.3 Meal allowances and out of pocket expenses will be paid, together with UKT subsistence if appropriate, according to Clause 10 of Appendix 1.

12 CHAMBER OPERA AND ORO OUTSIDE OF CONTRACTED WEEKS

When scheduled and contracted for the above work activity, and only in accordance with Clauses 11.5.2, and 12.6.2. of the terms and conditions, the undemoted fees will be paid. A 25% enhancement of the fee is provided only when Chamber Opera or ORO is paid by sessions.

CHAMBER OPERA & ORO		Session Fee	Holiday pay 12.07%	25% enhancement of Fee	Total Fee
Section Principal	Tier 1	£91.81	£11.08	£22.95	£125.84
Principal	Tier 2	£82.11	£9.91	£20.53	£112.55
Sub-Principal	Tier 3	£78.92	£9.53	£19.73	£108.18

12.1 CHAMBER OPERA AND ORO OUTSIDE OF CONTRACTED WEEKS

SEATING & BALANCE		Session Fee	Holiday pay	Total Fee
Section Principal	Tier 1	£22.11	£2.67	£24.78
Principal	Tier 2	£20.34	£2.46	£22.80
Sub-Principal	Tier 3	£19.15	£2.31	£21.46

13 CONCERTS OUTSIDE OF CONTRACTED WEEKS

When scheduled and contracted for Concerts, Education or Outreach out with the annual contracted weeks, the fees paid are as follows:

13.1 REHEARSAL AND CONCERT – OR TWO REHEARSALS FOR A CONCERT

CONCERTS, EDUCATION AND OUTREACH						
		Rehearsal & Concert	Holiday Pay 12.07%	Total Fee	Doubling 10% of fee	Trebling 15% of fee
Section Principal	Tier 1	£151.08	£18.24	£169.32	£16.93	£25.40
Principal	Tier 2	£126.02	£15.21	£141.24	£14.12	£21.19
Sub-Principal	Tier 3	£113.55	£13.71	£127.26	£12.73	£19.09
Tutti	Tier 4	£109.28	£13.19	£122.47	N/A	N/A

13.2 REHEARSAL ONLY

A single concert rehearsal scheduled on a day with no other work will be paid an additional 60% of the relevant Rehearsal & Concert fee.

CONCERTS, EDUCATION AND OUTREACH				Total for rehearsal only		
		Rehearsal only	Holiday Pay 12.07%	Total Fee	Doubling 10% of Fee	Trebling 15% of Fee
Section Principal	Tier 1	£90.65	£10.94	£101.59	£10.16	£15.29
Principal	Tier 2	£75.61	£9.13	£84.74	£8.48	£12.71
Sub-Principal	Tier 3	£68.13	£8.22	£76.35	£7.64	£11.45
Tutti	Tier 4	£65.57	£7.91	£73.48	N/A	N/A

13.3 Chamber Opera, ORO, Concerts, Education and Outreach work out with the annual contracted weeks will if appropriate attract a distance allowance. Please refer to Travel, Touring & Meal Allowances table in Appendix 1.

14. INSTRUMENT REPAIR AND MAINTENANCE

Each employed orchestra member is entitled to up to £150 per player, per annum on a receipted basis for instrument repair and maintenance.

Expenses sheets with receipts attached should be forwarded to the Finance Department.

15. MU HEALTH AND SAFETY REPRESENTATIVES

MU Health and Safety Representatives will be paid for any sessions outwith the 8 sessions per 29 week contracted period in terms of undertaking their statutory duties / attending company health and safety meetings etc . This would be in addition to the statutory rights for time off to attend to their trade union duties.

16 MEDIA TERMS AND CONDITIONS

Consent

All musicians rehearsing and performing for Scottish Opera agree to give consent to have their performances recorded, without additional payment above what is due under the main Agreement, subject to the following allocations and conditions.

Recording and any such use is subject to:

Non-commercial

Clause (1) Promotional / EPK

Clause (2) Archive

Clause (3) News Access

Commercial

Clause (4) Commercial Audio Release

Clause (5) Scottish Opera Production Broadcasts

Clause (6) Commercial Recordings

All as detailed below.

Notice of agreement to consent must be informed to all musicians prior to engagement, ideally this should be done at the time the musician is engaged (especially in case of extras and deputies)

Non-Commercial

1. Promotional / Electronic Press Kit (EPK)

Scottish Opera recognises the need to embrace existing and emerging technologies and making the most of promotional opportunities, whilst at the same time protecting the rights of musicians and copyright holders of musical works.

Musicians engaged under this Agreement will permit Scottish Opera to record sections of rehearsal and performance in sound and/or vision, without further payment, in order to produce a promotional / EPK recording. The recorded excerpts used in the EPK must not include any musical piece in its entirety, however short, and will have a maximum duration in aggregate of 10 minutes.

Promotional / EPK recordings may be used by Scottish Opera for its own publicity material including its own website, artist profiles, arts and culture themed programming where the orchestra is featured and may include free and non-commercial presentation by Scottish Opera to promote ticket sales for the production for which the Musician has been engaged under this Agreement.

Promotional / EPK recordings shall not be used for the evaluation of the performance of any musician.

2a. Archive

Without further payment, Scottish Opera may make an archive recording of a performance by musicians, per production, which will be retained by the Company. This recording will not be shared externally with the exception of (i) research purposes, (ii) featured composers for their own study, (iii) for purposes of reporting to funders (where required), (iv) for purposes of education (v) for purposes of securing work by sending via private communication to potential work partners (vi) for the purposes of awards use, if an associated production is shortlisted.

Recordings will, where possible, be watermarked throughout their duration to deter unauthorised uses. Such archive recordings may be commercially exploited subject to the rates and terms stated in Clause 6 of this Agreement.

2b Temporary recordings of rehearsals

Without further payment, Scottish Opera and/or members of the production creative team may film with a single camera at any time during stage rehearsals. This is a requirement by e.g. lighting, projection, video designers and choreographers as part of the rehearsal process. Files may be hosted on the Scottish Opera vimeo platform, cannot be accessed by anyone other than those working on the production, are only to be used for assisting the production team and are deleted within 10 days of recording.

3. News Access Code of Practice

Without further payment, Scottish Opera will adhere to the latest MU News Access Code of Practice when a request is made by a news organisation to record material from a current rehearsal or performance in connection with a topical news story. A maximum of ONE minute featured performance and/or ONE minute non-featured (eg under a voice-over) performance usage is allowed from a maximum camera recording time of ONE hour.

Commercial

Unit Allocation

Each of the individual recording units under Clauses 4 & 5, grant the specific usages in the Performers Rights (Clauses 4 & 5) clause below.

Musicians will be entitled to 'Commercial Recording' fees under Clause 6 for any recordings made under Clauses 4 & 5, which are created subsequent to the recordings allocation granted for each.

4. Commercial Audio Recordings

Scottish Opera are entitled to make a total of 18 recording sessions under Clause 4 between 1st April 2023 and 31st March 2024, without further media fees due to the musicians, subject to the following definition:

'Commercial Audio Recordings' refers to an audio recording of a performance featuring the orchestra, that is commercially released either by a third party (through an assignment of master rights), or where Scottish Opera will retain the copyright in the recording.

A standard 3 hour recording session under Clause 4 grants a maximum of 20 track minutes.

Scottish Opera will approach the third party they are working with on a commercial audio release, to negotiate a profit share after costs are recouped. The musicians will receive an equal share of any profits generated and paid as per the Royalties & Accounting clause in this Appendix.

The allocation of recording sessions must be reviewed annually.

5. Scottish Opera Production Broadcasts

Scottish Opera are entitled to make a total of 1 production recording under Clause 5 annually between 1st April and 31st March, without further media fees due to the musicians, subject to the following definitions:

Scottish Opera Production Broadcasts

Scottish Opera shall be entitled to record and broadcast a production in full, for a live or deferred transmission 'on television and any of their in-house and designated online streaming channels. Uses subject to the details in Performers Rights, Clause 5.

6. Commercial Recording

'Commercial Recording' refers to any recording of a performance or rehearsal, whether in-house or by a third-party party producer featuring Scottish Opera, where the orchestra has been contracted to record for:

- Commercial Audio Releases beyond the allocation granted within this Appendix
- Film soundtrack
- Television incidental music, Signature Tune, Jingles, Idents, Stings

- Sample Music
- Music for Advertising / Branding / Idents
- Library/Production Music
- Broadcasts of Productions beyond the allocation granted within this Appendix
- Promotional Uses beyond the allocation granted within this Appendix

All 'Commercial Recording' shall be subject to MU Collective Bargaining agreements and rates. Any adjustment or variation of rate is subject to negotiation with the Musicians' Union.

MU Collective Bargaining agreements include:

- PACT / MU Agreement - Independent Production Film/TV
- BPI / MU Agreement - Commercial Audio
- IPA / MU Agreement - Advertising
- PMAG / MU Agreement – Library/Production Music
- BBC / MU Agreement - BBC TV and Radio
- ITV / MU Agreement - ITV

For sake of clarity, where a Commercial Recording (Clause 6 below) is made for or by a third party, promotional use will be as defined within the appropriate MU collective bargaining agreement.

Performers Rights (Clauses 4 & 5)

Scottish Opera shall acquire the right to use, or licence others to use the recorded performances of musicians embodied in the recording/s as follows:

Clause 4 (Commercial Audio Recordings) for the purposes of commercial audio release only, worldwide in perpetuity.

Clause 5 (Scottish Opera Production Broadcasts) for the purposes of:

a live or deferred transmission on television as follows:

(i) one (1) audio-visual transmission on a UK Network television channel (i.e. BBC1, BBC2, ITV1, Channel 4 (which includes S4C) and Five) either simultaneously or non-simultaneously with the performance(s) of the relevant Main Scale Production and one (1) further repeat transmission on the commissioning broadcaster's own network/regional channel, secondary channel or regional broadcast area. For the avoidance of doubt, references in this Agreement to a UK Network television transmission (including in respect of repeats and educational purposes) shall include rights to one twelve (12) month catch up period;

(ii) one (1) audio-visual transmission on a UK All Other Television channel (i.e. all UK television excluding BBC1, BBC2, ITV, Channel 4 (which includes S4C) and Five) either simultaneously or non-simultaneously with the performance(s) of the relevant Main Scale Production. For the avoidance of doubt, references in this Agreement to a UK All Other Television transmission (including in respect of repeats and educational purposes) shall include rights to one twelve (12) month catch up period;

and use on any of their in-house and designated online streaming channels for the stated purposes of online production broadcasts, worldwide for twelve (12) months.

(i) audio only and/or audio-visual worldwide communication to the general public by being made available on demand, paid for or free, whether by electronic transmission by wire or wireless means, including but not limited to internet, wire, fibre, cable, satellite and other telecommunication systems for twelve (12) months.

Musicians will be deemed to have consented to Scottish Opera to allow copying of the recording, issuing of copies to the public, rental or lending to the public, and/or making available to the public.

If further use is made of any recording for sync or any backing track use, then the Musicians' Union retains the right to negotiate and collect secondary payments from any production company or agency and subsequently distribute royalties to musicians as per the MU Royalties policy.

Any dispute regarding further use or licensing of a recording will be referred to the Musicians' Union.

Royalties & Accounting

(a) In respect of all income that is actually received by the Company in relation to Clauses 4 & 5 and that is directly attributable to the exploitation of the Recordings that are made under Clauses 4 & 5, the members of the Orchestra shall be entitled to receive the Royalty in respect of the Net Receipts.

(b) The Company shall make and maintain an accurate list of all the members of the Orchestra who perform on each Recording made under these Media Terms and Conditions for the distribution of the appropriate monies to the relevant parties.

(c) Within ninety (90) days of 31st March in each calendar year the Company shall account to the members of the Orchestra in respect of the monies due to the members of the Orchestra hereunder in respect of the period of twelve (12) calendar months up to 31st March along with remittance of any monies due (if any).

List of Participating Musicians

Scottish Opera shall make and maintain an accurate list of all the members who perform on each recording made under this agreement so as to assist collecting societies in identifying those members of the orchestra whose performances are on a particular Recording.

Equitable Remuneration from Collecting Societies

This agreement is without prejudice to the musicians' rights to receive a share of equitable remuneration from domestic or foreign collecting societies for the broadcast or public performance of their recorded performance(s) pursuant to national legislation.

17. CAPABILITY POLICY

17.1 INTRODUCTION

Musicians have a contractual and professional responsibility to ensure that they meet the performance standards required, and Scottish Opera will provide all reasonable support and encouragement to assist in the achievement and sustainment of this standard.

If a musician performs below the standards expected, this will have a detrimental effect on the Orchestra. In these circumstances, it is the responsibility of the Section Principal to bring this to the attention of the musician and work closely with the musician to improve their performance to an acceptable standard.

In the situation where it is deemed that a Section Principal is performing below the required standard, it will be the duty of the Music Director to discuss the matter directly with the player concerned.

If it is identified 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 relates to a lack of the required knowledge, skills or ability, 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 performance difficulties;
- cases of poor performance are handled appropriately with any underlying reasons taken into account;
- the musician is offered support and appropriate training to rectify the situation.

17.2 INFORMAL PROCEDURE

When there is evidence that a musician is not performing to the standards required, the musician's Section Principal / Music Director will investigate the circumstances without delay and endeavour to ascertain the reasons for the unsatisfactory performance.

If, following this investigation, the Section Principal / Music Director believes that the musician's performance does not meet the standards required, an informal discussion with the musician will be arranged. The Section Principal, accompanied by a senior member of the Orchestra, for example, another Section Principal, the Leader of the Orchestra, or the Orchestra and Concerts Director, will meet with the musician who will be accompanied by a colleague or MU Steward.

In cases where it is a Section Principal who is not performing to the standards required, the Section Principal, will be accompanied by a colleague or MU Steward, and the Music Director will hold the meeting, accompanied by the Orchestra and Concerts Director.

Notes will be taken during the meeting/s for the employee's personal file, and after the meeting a letter should be sent to the player to confirm the support and/or training arrangements and the start date of the informal part of the process

At this meeting the Section Principal / Music Director will:

- a) Ensure the musician is clear about the areas in which their performance is below the standards required, the Section Principal, Music Director or Leader [as applicable] will provide evidence for this view.
- b) Give the musician the opportunity to explain their under-performance and to raise any concerns they may have.
- c) Explore solutions to the problem with the musician. This could include additional training, providing a mentor, coaching or some other kind of ongoing support to the musician.
- d) 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 Section Principal / Music Director 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 effect of a medical condition, which needs to be taken into consideration).

If, at the end of this period the musician's performance has returned to a satisfactory level then records of the meeting will be removed from the musician's file after a further three months has elapsed. If at the end of the three months, the musician's performance continues to be unsatisfactory then the formal procedure will commence.

17.3 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 two working weeks' notice) between the musician, the Section Principal / Music Director, the Leader and the Orchestra and Concerts Director. The musician will be advised of the reasons for the meeting and that it is a formal stage of the Capability Procedure. A Musicians' Union official or colleague from the orchestra should also be present.

The purpose of the meeting is to fully discuss the problems of under-performance, to determine the improvements required and the timescales permitted, which shall be up to three months.

The Orchestra & Concerts Director will write to the musician confirming these details.

If the musician's performance improves sufficiently within the timescale permitted, the procedure will be halted. After six months has elapsed, the record of the capability meeting will be removed from the musician's personal file.

If there is no improvement or the improvement falls short of that 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. The decision to commence a trial period would be appropriate in circumstances where a musician is not performing to the required standard as part of the orchestra. The decision between a trial period or re-audition will rest with Scottish Opera.

The re-audition procedure is as follows:

- a) Four calendar weeks of formal notice of an audition or trial period will be given to the musician, together with a statement of the reasons for the audition or trial period.
- b) If the Company opt to place the musician on a trial period, the dates and timescales of this will be discussed and confirmed with the musician but will normally be for a period of four weeks.
- c) The audition panel will consist of the Leader, the Orchestra & Concerts Director, the Music Director, a colleague of the musician or a Musicians' Union official.

- d) The music for the audition must be taken from the orchestra's current repertoire, and a prepared solo piece may also be required.
- e) The Company will inform the musician of the result of the audition within seven days.

If the musician does not pass the audition, a second audition will be required, with two weeks' notice in writing provided. The re-audition panel will comprise of those people involved previously, and in addition, an independent assessor [who has been agreed between Scottish Opera and the Musicians' Union] will participate.

If the musician's four weeks trial period is not successful, a brief second trial period will be organised, where there will be an independent assessor who will attend performances and contribute to the final decision regarding the outcome of the trial period.

17.4 CAPABILITY DISMISSAL

If the musician's performance at the end of the second re-audition, or on completion of the full trial period is still considered to be unsatisfactory, the Company will normally provide contractual notice of the decision to terminate the employment by reason of capability.

The Company will endeavour to consider an alternative to dismissal by investigating an alternative position for the musician within the Company.

17.5 APPEAL AGAINST CAPABILITY DISMISSAL

The musician is entitled to appeal against the outcome of this decision to the General Director. Such an appeal should be lodged within fourteen 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.

18 INSTRUMENT INSURANCE POLICY & PROCEDURE

18.1 POLICY STATEMENT

Scottish Opera provides musical instrument insurance on behalf of Orchestra players for musical instruments and equipment used by the musician for his/her duties with Scottish Opera. To benefit from this insurance cover the employee must abide by the musical instrument insurance policy and procedure. The insurance cover is an 'all risks' policy, [excluding terrorist acts], 24 hours a day, 52 weeks a year for all instruments used by the musician in his/her normal course of duties.

18.2 ITEMS COVERED BY THE INSURANCE POLICY

The policy covers the player for the following happening anywhere in the world:-

- a) Accidental loss of, theft of, or damage to instrument(s) described in the musical instrument insurance policy schedule.
- b) Unspecified musical accessories subject to a total of £500 for any one loss. Accessories mean cases, bows, mouthpieces, reeds, mutes or other items used to play or tune the instrument, but excluding items with an individual value of less than £10 or more than £250.
- c) The most paid for the insured item is the sum insured for that item, as specified by the player. Written valuations are required for any item of £2,500 or more.

Examples of damage which is excluded is as follows, but not limited to:-

- a) Wet or dry rot, mould, mildew fungus or corrosion, insects, vermin or woodworm, pressure waves, climatic change, effects of sunlight, dampness etc.
- b) Any commercial process such as cleaning or maintenance.
- c) Any form of transit by air or postal or similar transit unless the property is securely packed in a suitable protective musical instrument case or has been packed professionally
- d) Electrical or mechanical breakdown
- e) Theft by any person to whom the property is entrusted
- f) Theft from vehicles unless hidden from view in a locked boot within a security locked vehicle

18.3 ADDITIONS TO / CHANGES TO THE POLICY

If during the year you acquire or become responsible for an additional musical instrument(s) and which are not otherwise insured, the Policy will extend to include the musical instruments but not in respect to any appreciation in value and subject to:-

- a) Notification to the Telecommunications and Buildings Facilities Manager as soon as possible after acquisition or becoming responsible for the instrument. The musical instrument details form must be completed for this purpose.
- b) The instrument(s) being added to the Schedule and any additional premiums being paid. This is the responsibility of the Telecommunications and Buildings Facilities Manager following receipt of the appropriate form from the player.
- c) The liability under this extension being limited to a maximum of £1,000 on any one musical instrument, provided that the insurers are notified of the acquisition within fourteen days.
- d) Total liability under this extension being limited to £2,500 during any one period of insurance.

18.4 MUSICAL INSTRUMENT INSURANCE PROCEDURE

It is crucial that players follow the Musical instrument insurance procedure and notify the Telecommunications and Buildings Facilities Manager of any changes or risks that would be regarded as a 'material fact' that may alter the terms of the policy. A material fact is 'one which would influence the insurer's decision to invite renewal of the policy.'

The musical instrument detail form must be obtained from the Orchestra office and completed for the purposes of notifying Scottish Opera of any change to valuations, additional instruments or accessories.

The completed form must be submitted to the Telecommunications and Buildings Facilities Manager to advise of any changes to the insurance cover required.

The Telecommunications and Buildings Facilities Manager is responsible for notifying the insurance company of any changes to the policy and for advising them of any claims.

CLAIMS

In the event of partial damage or total loss or destruction of an instrument or accessory, contact the Telecommunications and Buildings Facilities Manager who will discuss the detail with you and will make a claim on your behalf.

In the event of a claim insurers will pay for the reasonable costs to hire alternative instruments subject to a limit of 10% of the sum insured and to a limit of £1000.

In the event that a claim is settled, with a total loss payment paid out, the instrument would become the property of the insurance company.