

**STATEMENT OF PRINCIPAL TERMS  
AND CONDITIONS OF EMPLOYMENT**



Name: <Name>  
Job Title: <Position>, <Section>  
Reporting to: Orchestra and Concerts Director / Music Director  
Department: Orchestra  
Location (for admin purposes): Elmbank Crescent, Glasgow  
Date of Commencement of Contract: 2 April 2018  
Continuous Employment Date: <Date>

**1 EMPLOYER**

You are employed by Scottish Opera (“the Company”) as a musician within the Orchestra of Scottish Opera.

**2 DUTIES**

- 2.1 To play for all rehearsals and performances including concerts, recordings, education and outreach activity [subject to Clause 14], touring in the U.K. and abroad as directed by the Company. To attend meetings within contracted time called by the Company. A copy of the job description outlining your main duties has been issued to you.
- 2.2 You will be seated, tuned, and ready to play at the stated time of the performance or seated and ready to tune at the stated time of the rehearsal unless otherwise notified by the Company.
- 2.3 Sitting Up
- 2.3.1 You may be required to ‘Sit Up’ one tier to cover sickness, maternity leave, sabbatical leave, bumping, vacancies, compassionate leave and N/A's, to a maximum of 40 sessions in 2017/2018, for which you will receive the session fee applicable to the tier for each session that you Sit-up. The exception to this is Second Horn, Bass Trombone, and No.2 First Violin, who will not be required to Sit Up. Please refer to Appendix 1, Clause 5.
- 2.3.2 The Orchestra & Concerts Director retains the right to require a player to Sit-up when necessary, but will do so after consultation with the relevant Section Principal and the individual player concerned. In the event that a player has a genuine concern in relation to sitting up the Company will be sympathetic and give due consideration to the individual.

2.4 Auditions

You may be required to attend auditions, subject to your contract of employment and as noted in the job description. Auditions will be planned as part of the annual contracted weeks of work wherever possible. In circumstances when auditions are required, but these then exceed the eight sessions limit per week, the additional sessions over the eight will be paid according to the details outlined in

Appendix 1, Clause 11.1. Similarly, when auditions are required out with the contracted weeks of work, they will be scheduled and paid according to the details outlined in Appendix 1, Clause 11.2.

## 2.5 Stage Payments

You may be required to play in the following situations:

- a) Solely off-stage, not in view of the audience.
- b) Solely on-stage, in view of the audience.
- c) In the pit and off-stage, not in view of the audience.
- d) In the pit and on-stage, in view of the audience.
- e) With make-up on-stage in view of the audience.
- f) In costume on-stage in view of the audience.
- g) To perform on-stage without music.

Payments for the above categories are provided in Appendix 1, Clause 3.

## 2.6 Doubling

You may be required to perform on more than one instrument, subject to your contract of employment and in accordance with the details relating to Doubling outlined in Appendix 1, Clause 4.

## 3 SALARY

- 3.1 For each week of work undertaken, you will receive a weekly pay of «Wpay». Please refer to Appendix 1, Clause 1, for details. Payment will be made on the relevant Thursday, by credit transfer into your nominated bank or building society.
- 3.2 Your salary will be reviewed on the 1<sup>st</sup> of April each year.
- 3.3 Your salary is Tier «TIER» within the orchestra salary scale.

## 4 HOURS OF WORK

- 4.1 Each working week will be numbered in the orchestra schedule. The working week is Monday to Sunday.
- 4.2 As from **2 April 2018**, your services will be required for a minimum of 29 weeks of the 31.8 weeks in the working year. During the 29 weeks, there will be fifty-eight free days in addition to statutory holidays and annual holiday entitlement. The agreement of a minimum of 29 weeks of work will commence from the Orchestra Year 2018/2019 until 2022/2023, and thereafter will be subject to review.
- 4.3 A free day is defined as from one midnight to the next and may only be scheduled in Glasgow.
- 4.4 A free day may not be used by the Company as travel time, nor for any other call on your services.
- 4.5 Each free day will be numbered in the orchestra schedule and any unnumbered day will be deemed a working day.
- 4.6 There will be a minimum of one free day scheduled each week, or two free days scheduled during consecutive working weeks.
- 4.7 Subject to Clauses 5.3, 5.4 and 5.5, the Company will have no call on your services in any week that is not scheduled as part of the annual working year.

## 5 SCHEDULING

- 5.1 Scottish Opera will provide a guaranteed minimum of 28 weeks per annum for 2017/2018, and 29 weeks per annum from 2 April 2018.
- 5.2 The Orchestra Schedule will be issued no later than 1<sup>st</sup> November each year and will contain the minimum annual weeks of work commitment for which the orchestra will be required during the following year commencing 1<sup>st</sup> April.
- 5.3 The Orchestra Schedule of working weeks may be changed; using the concept of a rolling notice period of no less than 5 months, provided it does not fall below 29 weeks per year. Any additional sessions or weeks of work added to the schedule of work with no less than 5 months' notice are obligatory, except in the case of Clause 13.1 and Clause 14.4.
- 5.4 Additional sessions or weeks of work, including those in excess of the minimum work commitment, which are scheduled with less than 5 months' notice are not obligatory, and, if worked, shall be paid at not less than the appropriate session or weekly rate in addition to the annual minimum guaranteed salary. Please refer to Appendix 1, Clause 11 to Clause 13 inclusive.
- 5.5 The Orchestra Schedule will be issued at least 8 weeks in advance, and not less than 4 weeks' notice will be given of any changes to the starting times of sessions. Any change of start time will be within one and a half hour of the original start time. Dates may be altered only by mutual consent, and you are not contractually bound to undertake a session not included in the Orchestra Schedule.

## 6 SESSIONS

- 6.1 You are required to attend a maximum of eight sessions plus one seating and balance session per contracted week. Any additional seating and balance sessions will be scheduled as full sessions.
- 6.2 Sessions for the week will be numbered in chronological order, starting each Monday. The numbering of sessions is to differentiate when extra sessions are included. However, for the individual player, the sessions will not exceed eight sessions in total.
- 6.3 Rehearsal sessions excluding Pre General and Dress Rehearsals are scheduled for three hours duration.
- 6.4 A seating and balance rehearsal is defined as a session held within one hour forty-five minutes of a performance and will not exceed thirty minutes duration.
- 6.5 Opera Performances, Pre General and Dress Rehearsals may be scheduled for up to four hours and will attract overtime as detailed in clause 8.2. Each call in excess of four hours duration in a contracted week shall reduce the weekly maximum eight sessions total by one session.
- 6.6 Any session scheduled on a seventh consecutive working day and subsequent working days without the granting of a free day will be paid at double time with the following exception: travel days that occur on the day after main scale work in Edinburgh that finishes no later than 7:35 p.m. will not be counted in a sequence of seven or more consecutive days, unless they include sessions scheduled under Clause 6.8. The present subsistence arrangement will remain in accordance with 15.1. A public holiday, or a day specified in lieu of a public holiday is not a working day and will not be counted in a sequence of seven consecutive days.
- 6.7 You may not normally be called within twelve hours of arrival in Glasgow following an out of town engagement (such time of arrival to be stipulated by the Company) and you may not be called within eleven and one half hours of the termination of the last call of the previous day. Exceptionally, should a call be made on your time within these hours, compensatory time will be allocated.
- 6.8 If the activity is finished by 7.35 p.m. in Edinburgh and allows an early return to Glasgow, then the Company may schedule two sessions on the following day, normally, morning and afternoon, or

afternoon and evening. The present subsistence arrangement will remain in accordance with Clause 15.1

- 6.9 When two sessions or a seating call and two sessions are scheduled on the same day, and the time between the scheduled start of the first session or seating call and the scheduled end of final session of the working day exceeds nine hours, a half session fee will be payable, in addition to the weekly salary.
- 6.10 The Company will endeavour not to schedule stand-alone rehearsal sessions on Sundays, where possible.
- 6.11 The Company will use its best endeavours to schedule the pattern of workdays and sessions to be as compact as possible within each contracted week, subject to the needs of the business, to allow you the maximum opportunity to earn additional income.

## **7 BREAKS**

- 7.1 There will be a break of not less than fifteen minutes during each three-hour rehearsal session, which will be taken no later than one hour and forty-five minutes from the start of the rehearsal session.
- 7.2 In the event that within a three-hour session the playing call is for two hours, no break will be given.
- 7.3 In the case of Pre General and Dress Rehearsals, the breaks will be taken in accordance with the breaks in Performances and should total not less than twenty minutes in a four-hour session.
- 7.4 There will be a break of not less than one hour between rehearsals, and a break of not less than one hour fifteen minutes between a three-hour rehearsal session and performance.

## **8 OVERTIME**

- 8.1 Overtime is incurred for all duties after 3 hours, is calculated in units of fifteen minutes, and is paid at time and a half whether or not the time is used.
- 8.2 Pre-Generals and Dress Rehearsals of Operas scheduled for four hours duration shall attract one hour's overtime at time and a half whether or not the time is used.
- 8.3 The designated end of a performance is when the house lights are illuminated.
- 8.4 Working After Midnight, when rehearsing or performing after midnight your hourly rate is calculated in units of fifteen minutes at double time, except when performing on Foreign Tours. See clause 17.

## **9 SEATING**

The seating layout of the orchestra is at the discretion of the Company, in consultation with the Section Principals and the Leader.

## **10 LEAVING THE PIT DURING PERFORMANCES**

You shall only leave the pit during performance with the permission of the Orchestra and Concerts Director (unless required to perform on and/or off-stage as directed by the Company). At the end of the performance all members of the orchestra shall remain in their places in the pit until the final curtain comes in and the house lights are illuminated, unless otherwise agreed with the Orchestra and Concerts Director.

## 11 CHAMBER OPERAS

- 11.1 The Company reserves the right to define what a Chamber Opera is. However, it is normally defined as an opera where each musician is required to play an independent part.
- 11.2 Rehearsal and performance of Chamber Operas will primarily be the responsibility of Tier 1 players and Tier 2 players. For Tier 2 players this requirement will be treated as 'Sitting Up'. Please refer to Appendix 1, Clause 5.
- 11.3 Tier 3 and Tier 4 players will not be obliged to play Chamber Operas with the exception of Fourth Horn.
- 11.4 In the annual contracted weeks only, and by mutual consent between the individual player and the Company, a Tier 3 or Tier 4 player could rehearse as a cover within the terms of the contract. He/she will be paid a fixed rate per rehearsal or performance as shown in Appendix 1, Clause 6.
- 11.5 Chamber Operas scheduled outside of the contracted weeks
- 11.5.1 Chamber Operas may be scheduled out with the working weeks identified as part of the annual contracted weeks of work. In these circumstances, the work will be offered to the players required for the Chamber Opera, and scheduled in accordance with Clauses 5.3 to 5.5 inclusive.
- 11.5.2 If three or less sessions of Chamber Opera work are scheduled over two consecutive days in any week, an enhanced session fee for each session worked will be paid. Any seating and balance calls that are necessary will be paid in addition to this. Please refer to Appendix 1, Clause 12 for details.
- 11.5.3 If two or three sessions of Chamber Opera are scheduled on non-consecutive days in a week, the rate paid for a full contracted week of work will apply.
- 11.5.4 In all cases when four or more sessions occur in a week of Chamber Opera, the rate paid for a full contracted week of work will apply.

## 12 OPERAS WITH REDUCED ORCHESTRATIONS (ORO)

- 12.1 Opera with Reduced Orchestration is defined as an opera in which the full orchestration is re-scored to accommodate a reduced orchestration.
- 12.2 Rehearsals and Performances of ORO will primarily be the responsibility of Tier 1 and Tier 2 players. For Tier 2 players this requirement will be treated as 'Sitting Up'.
- 12.3 In the annual contracted weeks only, Tier 2 players may be required to attend nominated rehearsals and will be 'On Call' to attend all Rehearsals and Performances. A Sitting up fee will only apply when the player performs and not whilst 'On Call'.
- 12.4 In the annual contracted weeks only, and by mutual consent between the individual player and the Company, a Tier 3 or Tier 4 player could rehearse as a cover. If he/she is required to rehearse and/or perform, he/she will be paid a fixed rate per rehearsal or performance as shown in Appendix 1, Clause 6.
- 12.5 'On Call' for an ORO Rehearsal or Performance
- The following applies only on contracted weeks of work for players "On Call" on a Rehearsal or Performance day;
- 12.5.1 A player is required to be available up until the time that he or she can reasonably be expected to travel to the performance venue prior to the starting time of the rehearsal or performance, or the agreed time of involvement.

12.5.2 Where a player is required to travel after the scheduled departure time of the transport provided, the company will provide alternative transport to enable the player to reach the destination concerned, and will organise accommodation as necessary.

## 12.6 ORO scheduled outside of the contracted weeks

12.6.1 ORO may be scheduled out with the working weeks identified as part of the annual weeks work contracted. In these circumstances, the work will be offered to the players required, and scheduled in accordance with Clauses 5.3 to 5.5 inclusive.

12.6.2 If three or less sessions of ORO work, are scheduled over two consecutive days in any week, an enhanced session fee for each session worked will be paid. Any seating and balance calls that are necessary will be paid in addition to this. Please refer to Appendix 1, Clause 12 for details.

12.6.3 If two or three sessions of ORO work are scheduled on non-consecutive days in a week, the rate paid for a full contracted week of work will apply.

12.6.4 In all cases when four or more sessions occur in a week for ORO, the rate paid for a full contracted week of work will apply.

## 13 CONCERTS OUTSIDE OF ANNUAL CONTRACTED WEEKS

13.1 Concerts may be scheduled out with the working weeks identified as part of the annual contracted weeks of work. In these circumstances, the work will be offered to the players required on a freelance basis.

13.2 If three or less sessions of Concert work are scheduled over two consecutive days in any week, an enhanced session fee for each session worked will be paid. Any seating and balance calls that are necessary will be paid in addition to this. Please refer to Appendix 1, Clause 13 for details.

13.3 If three sessions of Concert work are scheduled on non-consecutive days in a week, the rate paid for a full contracted week of work will apply.

13.4 In all cases when four or more sessions occur in a week for Concert work, the rate paid for a full contracted week of work will apply.

## 14 EDUCATION AND OUTREACH

14.1 You are required to participate in Education and Outreach activity as a performer, including planning/training sessions, according to the orchestra schedule of activities.

14.2 To enable Scottish Opera to use the capacity of contracted weeks of work to best effect, Education activity involving individuals or small groups will generally be organised by developing two strands of activity for players as follows:

- a. Musicians who have the appropriate skills to work on an individual basis, or as part of a small group, participating in projects as a performer, facilitator, teacher or mentor, for example, '*A Little Bit of...*'
- b. The remainder of musicians in the orchestra who do not participate in a) above, will be required to work as part of a group to perform, for example in small ensembles.

14.3 Appropriate professional development will be provided in the form of workshops, seminars and other activities designed to enhance your existing skills as a musician to enable the delivery of the necessary work.

14.4 Education and Outreach work may be scheduled out with the working weeks identified as part of the annual contracted weeks of work. In these circumstances, the work will be offered to the players required on a freelance basis.

## 15 TOURING ALLOWANCE

### 15.1 Main Scale and Chamber Opera

For all main scale and chamber opera work undertaken out with a 15-mile radius of Glasgow (Elmbank Crescent), you will be paid Opera and Dance Touring Allowance as agreed nationally UK Theatre (UKT) and the MU. These rates are subject to a six-monthly review.

### 15.2 Concerts, Education & Outreach and ORO

For all concert, education/outreach and ORO work undertaken out with a 15 mile radius of Glasgow (Elmbank Crescent), you will be paid the applicable early start, late return and/or overnight subsistence payments, distance, and out of town allowances as detailed in Appendix 1, Clause 10.

## 16 TRAVEL

### 16.1 Main Scale and Chamber Opera

16.1.1 For main scale and chamber opera work out with a 15-mile radius of Glasgow (Elmbank Crescent) the Company will pay you the cost of a standard class rail fare for all necessary journeys.

16.1.2 As an alternative, the Company may provide transport at the request of the Orchestra. The Company will not then be liable to pay the equivalent of a standard class rail fare.

### 16.2 Concerts & ORO

The Company will provide suitable coach transportation for all concert and ORO work out with a radius of 15 miles from Glasgow (Elmbank Crescent).

### 16.3 Edinburgh Main Scale

On the occasions that the company rehearse/perform in Edinburgh on alternate days e.g. Tuesday, Thursday, Saturday, the company will continue to pay three return rail fares together with three days touring allowance and reserve the right to schedule activity in Glasgow on the intervening days, providing that you can return to Glasgow by midnight after activity in Edinburgh. Such activity must finish by 10:35 p.m. and activity in Glasgow will not be scheduled before 2.30 p.m. the next day, except when scheduled in accordance with Clause 6.8

### 16.4 Porterage

16.4.1 The transportation of instruments and baggage is the responsibility of each musician, but the cost of porterage of heavy instruments and baggage insurance in transit is borne by the Company.

16.4.2 The porterage of heavy instruments will be undertaken by the Company at your request. In this case, the Company is responsible for taking all reasonable precautions for the adequate protection of all instruments whilst in transit.

16.4.3 The porterage by the Company of heavy instruments on tour means from Glasgow to the opening town of the tour and from town to town and back to Glasgow from the town in which the tour concludes.

16.4.4 Details of porterage rates are in Appendix 1, Clause 9. Porterage payments will not be made when there is no scheduled activity.

## 17 FOREIGN TOURING

17.1 You may be required by the Company to tour overseas. Details of any foreign tour will be provided by the Company to the MU National Office for approval at least six weeks in advance of the proposed tour.

- 17.2 Whilst undertaking a foreign tour, you will be paid in addition to the normal basic weekly fee, a subsistence allowance agreed with the MU.
- 17.3 The Company shall also provide transport for you and your instrument(s) from Glasgow to the opening town of the foreign tour, from town to town, and back to Glasgow when the engagement concludes.

## **18 DRESS**

You are required to own and maintain a variety of dress for Opera, Concert and Education/Community activity, details are in Appendix 1, Clause 8, of this document. The orchestra schedule will provide details of the requirements.

## **19 ANNUAL HOLIDAYS**

- 19.1 You will receive payment for accrued annual holidays, based on the weeks of work contracted, and calculated as a pro rata of 25 days per annum.
- 19.2 A period of three consecutive weeks between the months of June and September will be identified in the schedule as non-working weeks to facilitate personal holiday arrangements. The dates will be provided by 1 November each year.
- 19.3 There will be two payments of accrued holiday pay; one at the start of the summer break, and the other in the week following the last contracted week in the November/ December period each year.

## **20 PUBLIC HOLIDAYS**

- 20.1 You may be required to work on any of the Public Holidays that fall within your contracted weeks of work. If you are required to work on the public holiday, a nominated day in lieu for the Public Holiday must be scheduled in the four weeks preceding or succeeding the actual date of the Public Holiday, and must be attached to a pair of free days. The week in which the two in lieu sessions are credited should contain a maximum of six working sessions.
- 20.2 If the public holiday is taken on the actual day, two sessions will be credited for the Public Holiday. The holiday week should therefore contain a maximum of six working sessions.
- 20.3 If it is not possible to nominate a day in lieu for the Public Holiday, two session fees will be paid.

## **21 ABSENCE NOTIFICATION**

- 21.1 If you are absent from work for any reason, and the Company has not previously authorised your absence, you, or someone on your behalf must notify your immediate manager as soon as possible on the first and subsequent days of absence. You should state the reason for and the expected period of your absence.
- 21.2 If the absence is as a result of sickness or injury and you return to work within seven calendar days you must complete, within 3 days of your return, a Self Certificate or upon the eighth calendar day of absence, produce a Certified Medical Certificate to cover your absence updated as necessary.

## **22 SICK PAY**

- 22.1 Provided you comply with the notification procedure contained in the clauses above, you will be entitled to sick pay as detailed in Appendix 1, Clause 7 for absence due to sickness which falls on a working day as detailed in the schedule of annual working weeks.
- 22.2 The Company is entitled to require that you submit to examination by the Company appointed Doctor.



22.3 The year in which sick pay entitlements is calculated is defined as a “fifty-two week period” from the date of the first claim for sick pay.

## 23 FAMILY LEAVE RIGHTS

Maternity, Paternity, Parental, Dependents', Flexible, Compassionate and Adoption Leave Rights are in accordance with the Employment Relations Act 2002, the Work and Families Act 2006, and any subsequent legislation.

### 23.1 Maternity

All pregnant women irrespective of length of service or hours worked are entitled to 52 weeks maternity leave and, subject to qualifying conditions, 39 weeks of either Statutory Maternity Pay (SMP) or Statutory Maternity Allowance (SMA).

The Company provides enhanced maternity pay terms. Maternity pay is a mixture of statutory maternity pay and contractual maternity pay, which are subject to qualifying conditions.

### 23.2 Maternity Pay

<b>Qualifying Length of Service</b>	<b>Entitlement – based on full time employment</b>
Less than 6 months	Statutory Maternity Allowance
After 6 months and less than 2 years	10 wks full pay + 16 wks half pay + 13 wks SMP
Over 2 years and less than 5 years	12 wks full pay + 14 wks half pay + 13 wks SMP
Over 5 years	15 wks full pay + 15 wks half pay + 9 wks SMP

Maternity Pay will be calculated based on the formula above and pro-rated accordingly. The detail of individual payments cannot be forecast, due to differing circumstances, but will be made available on a case-by-case basis.

### 23.3 Adoption

When a couple adopts a child(ren), they are entitled to choose who takes the adoption leave provisions, and who takes the paternity provisions. An employee who adopts a child and arranges their adoption leave within the time specified by current legislation shall be entitled to 52 weeks adoption leave, and subject to qualifying conditions, 39 weeks of Statutory Adoption Pay (SAP).

The Company provides enhanced terms, subject to qualifying conditions, details of which are outlined in the Staff Handbook.

### 23.4 Adoption Pay

<b>Qualifying Length of Service</b>	<b>Entitlement – based on full time employment</b>
Less than 6 months	Statutory Adoption Allowance
After 6 months and less than 2 years	10 wks full pay + 16 wks half pay + 13 wks SAP
Over 2 years and less than 5 years	12 wks full pay + 14 wks half pay + 13 wks SAP
Over 5 years	15 wks full pay + 15 wks half pay + 9 wks SAP

Adoption Pay will be calculated based on the formula above and pro-rated accordingly. The detail of individual payments cannot be forecast, due to differing circumstances, but will be made available on a case-by-case basis,

### 23.5 Paternity

An employee shall be entitled to up to two weeks paid leave of absence for paternity purposes. This paternity leave should, ideally, be taken around the time of the child's birth or taking up residence.

## 23.6 Parental, Dependents', Flexible and Compassionate Leave

The Company's policies and procedures for other family leave rights appear in the Staff Handbook.

## 24 **SABBATICAL LEAVE**

The company agrees to consider favourably, applications for unpaid leave up to a maximum of twelve calendar months, provided that no more than one player is on leave at any one time. To be eligible you should be an employee with a minimum of six years' service.

## 25 **PENSION**

Pension automatic enrolment is in effect within the Company. You will be automatically enrolled into the Scottish Opera Group Flexi Retirement Plan, administered by Standard Life. Four per cent of your salary will be deducted direct from your pay each week, and the Company will contribute eight per cent on your behalf to the Scheme.

You are not obliged to join the Pension Scheme, but can chose to opt-out if you wish. If you wish to opt-out from the pension scheme, you must contact the Human Resources Department.

## 26 **HEALTH & SAFETY**

The Company operates a Health & Safety policy and you are required to observe this as revised from time to time. It is the responsibility of the Company to ensure as far as is reasonably practicable your health, safety and welfare whilst at work. You are required to co-operate with the Company at all times on all matters relating to both your own, other members of staff's and visitors' health, safety and welfare. Please refer to the Staff Handbook for full details.

## 27 **MEDIA TERMS AND CONDITIONS**

The musician is required to participate in recordings, broadcast relays and all other media work as scheduled within contracted time, subject to the conditions of the Scottish Opera Media Policy.

Full details are contained in Appendix 1, Clause 14.

## 28 **INSTRUMENT INSURANCE**

- 28.1 The Company provides worldwide insurance cover under an 'all risks' policy, [excluding terrorist acts], 24 hours a day, 52 weeks a year for all instruments used by the player in his/her normal course of duties.
- 28.2 It is your responsibility to notify the Company of any change of details relevant to your instrument/s covered by the policy. You must notify the Company immediately of any theft, damage, instrument purchase, or valuation change. Failure to do so puts the insurance cover at risk and could result in the policy being declared void.

## 29 **RELEASE FROM DUTIES**

- 29.1 The musician is entitled to a maximum of two days release from duties per main stage opera production up to a maximum of eight days release per contract year. The entitlement does not apply to Stage and Orchestra (S/O), Pre General and General Dress Rehearsals, First and Second nights in Glasgow and Edinburgh. The purpose of this entitlement is to facilitate a musician's ability to start or complete paid work elsewhere that would otherwise clash with Scottish Opera scheduled work.

- 29.2 The Company undertakes to look favourably on any request for additional release from duties.
- 29.3 The Company will use its best endeavours to ensure that the members of the Orchestra are given appropriate opportunities for trials and auditions with other orchestras.
- 29.4 Requests for release from duties should be made in writing, using the *Application for Release from Duties* form, giving not less than two weeks' notice, and using the appropriate application form, to the Orchestra & Concerts Director.
- 29.5 The Company, represented by the Orchestra and Concerts Director and the Music Director will respond within seven days whenever possible, to such requests, subject to receipt of the appropriate form at the Orchestra office during office hours, Monday to Friday inclusive, between 9.30 a.m. and 5.30 p.m. The Company's response will take account of the need to avoid N/A clashes within a section or significant clashes between section principals. Where the request is granted the musician will have deducted from their salary the cost of the replacement player, the Company's authority to do so being evidenced by your signature to this document.
- 29.6 In the event of release from duties not being granted, you are entitled to appeal the decision. To do so you should appeal in writing to the General Director. A meeting to consider the appeal will be arranged, where you, accompanied by your Trade Union representative or colleague, can state your case. You will be notified of the outcome of the appeal within seven days where possible. The General Director's decision is final.

### **30 PROBATIONARY PERIOD**

- 30.1 Your employment is subject to an initial probationary period of twelve working weeks during which an acceptable standard of performance must be reached and maintained. The probationary period may incorporate a proportion of the trial period and will be extended automatically to cover time lost for any reason.
- 30.2 Your period of probation will have been completed satisfactorily only when the Company has given a written or verbal statement to this effect to you.

### **31 TERMINATION OF EMPLOYMENT**

- 31.1 During your probation you will be entitled to receive and required to give one calendar month's notice in writing of termination of employment.
- 31.2 Thereafter you will be entitled to receive and required to give thirteen calendar weeks' notice in writing of termination of employment. Your letter of resignation should be submitted on the relevant Monday to the Orchestra & Concerts Director.

### **32 TERMINATION OF EMPLOYMENT ON GROUNDS OF CAPABILITY**

- 32.1 Every musician has 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.
- 32.2 If a musician performs below the standards expected, this would have a detrimental effect on the Orchestra. 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 the Capability Policy. Full details are in Appendix 1
- 32.3 Thirteen calendar weeks' notice of termination of employment may not be given by the Company unless and until it has been judged by the panel that you have failed both auditions, or have failed to meet the standards required during the trial period, which was completed in accordance with the Capability Policy..

### **33 RIGHT TO WORK**

- 33.1. It is your responsibility to provide the Human Resources Department of Scottish Opera with proof, which is a document or combination of documents recognised by the UK Borders Agency, to show that you can legally work in the UK. If a valid document or combination of documents is not presented by the first day of employment at the latest, this contract shall be deemed invalid.
- 33.2. It is a fundamental term of the employment contract, that the employee has permission under UK immigration law to undertake this employment and, where applicable, that the employee has and continues to hold valid and appropriate UK immigration clearance or leave to remain. Should the employee for whatever reason have his/her immigration clearance revoked, the Company reserves the right to terminate the employment immediately.

### **34 DISCIPLINE AND GRIEVANCE**

- 34.1 It is in the interests of all concerned that the Company maintain high standards of work performance, good order and discipline. It is also necessary to have clearly defined Disciplinary Procedures, so that all concerned are aware of their rights and duties and the consequences arising from minor or major breaches of discipline. The procedure should not be seen as a punishment but as a way to foster improvement. Full details are in the Staff Handbook.
- 34.2 You may use the Grievance Procedure to raise matters of concern to you. In the first instance you should raise any matter with the Orchestra and Concerts Director or if necessary please submit in writing to the HR Manager.

### **35 DATA PROTECTION**

- 35.1. In employing you, the Company shall Process your Personal Data and Sensitive Personal Data in compliance with the DPA. Reference is made to the Company's Data Protection Policy. Subject to certain exceptions, you have a right of access to the Personal Data (and Sensitive Personal Data) that the Company processes about you (although not all information that relates to you amounts to Personal Data).
- 35.2. Generally, the Company shall process your Personal Data for the purposes of administering the employment relationship, for administering contractual pay. Your Personal Data may also be used in the course of testing the Company's IT systems. The DPA provides a lawful basis for processing your Personal Data for these purposes without the requirement of seeking consent from you, for instance, where these purposes are in the Company's legitimate interests or the processing is necessary to allow the Company to meet obligations or exercise rights which arise in the context of the employment. By signing your Statement of Principal Terms and Conditions of Employment, you confirm your explicit, informed and free consent to such processing of Personal Data and Sensitive Personal Data as is set out in this statement of principal terms and conditions.
- 35.3. You may withdraw the consent specified in this contract by sending a written notice withdrawing your consent to the Company's Human Resources Manager. However, you should be aware that such withdrawal of consent will not necessarily mean that the Company will cease to Process such data, if it considers that there is a lawful basis for continuing to carry out such processing in terms of the DPA. Such withdrawal of consent by you shall not exempt you from the obligations of your terms of employment, in certain circumstances, the withdrawal of consent will, by its very nature; limit the Company's ability to comply with its own obligations to you.
- 35.4. Where, as a result of a withdrawal of consent for processing specified in this contract the Company fails to fulfil any obligation owed to you under this contract the Company shall not be in breach of contract as a result thereof.
- 35.5. You acknowledge that if, during the course of your employment, you have access to Personal Data or Sensitive Personal Data whether or not on computer and whether in the office or at home or elsewhere, you must take adequate precautions to ensure confidentiality so that neither the Company nor individuals are liable to prosecution as a result of a disclosure. You must comply with both the provisions of the DPA and the Company's Data Protection Policy in this regard.

## 36 COLLECTIVE AGREEMENT

- 36.1 The collective agreement as stated between the Company and the MU directly affects your terms and conditions of employment. This agreement may be revised from time to time.
- 36.2 Matters within these terms and conditions which require the agreement of the Orchestra or the occasional temporary minor variation of these terms and conditions which may be proposed from time to time, shall without precedent be decided by a majority of those Musicians' Union members of the Orchestra affected by the decision who cast a vote in a ballot which shall be conducted by the MU Steward.
- 36.3 A copy of the agreement will be issued to you; it is also available from the Human Resources department on request or obtained by accessing the I drive of the Scottish Opera computer network.

## 37 CONDITIONS OF EMPLOYMENT


Your conditions of employment may change from time to time. In such instances, you will be notified as far in advance as possible of the change personally, either via your pay advice, or by notice boards. Any material change in your terms of employment by the Company will be subject to agreement.

This document constitutes a written Contract of Employment for the purposes of section 1 of the Employment Rights Act 1996.

Please indicate your acceptance of the foregoing terms and conditions by signing the second copy of this document and returning it to me.

For and on behalf of Scottish Opera


Name : ALEX REEDIJK

Signature : 

Date : \_\_\_\_\_

I have read, understood and accept the terms and conditions as detailed in the above Offer of Employment.

Name : Jo Laverty, National Organiser Orchestras, MU

Signature : 

Date : 31/10/22

ATTACHMENTS:

**APPENDIX 1** Tier Rates 2022  
**APPENDIX 2** Notification of Contract Weeks 2022/2023  
**APPENDIX 3** Job Description