



SCOTLAND'S NATIONAL
ORCHESTRA

CONTRACT OF EMPLOYMENT

for

MUSICIANS

in the

ROYAL SCOTTISH NATIONAL ORCHESTRA

CONTRACT TYPE: Permanent, full-time

EFFECTIVE DATE: 1 April 2014

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The following contract of employment sets out the main Terms and Conditions of the Musician's employment with the Royal Scottish National Orchestra Society Ltd ("The Society") and includes written particulars of employment as required by the Employment Protection (Consolidation) Act 1978 and through the Trade Union Reform and Employment Rights Act 1993

UNION RECOGNITION STATEMENT

The Society agrees to recognise the Musicians' Union (MU) as the sole negotiating and consultation agent for the Society's Musicians. The Society and the MU have a formal recognition and procedural agreement and this contract may be subject to variation by the terms of any agreements made by the Society and the MU on behalf of the Musicians.

1. THE EMPLOYER is the Royal Scottish National Orchestra Society Ltd whose registered office is located at:

19, Killermont St Glasgow G2 3NX

2. THE MUSICIAN'S Name and address:

3. EFFECTIVE START DATE

3.1 These contractual details will apply from 1 April 2014.

3.2 The date of commencement of continuous employment with the Society is:

4. APPOINTMENT

The Musician is engaged as

_____.
The salary for this position is £ _____ per annum at 1 April 2014.

The Musician hereby accepts employment to play for the Society in any orchestral combination.

The Musician may be required to perform other duties commensurate with his/her status and abilities and depending upon the requirements of the Society. The Musician will also be required to perform for foreign tours. Consideration will, however, be given to individual requests for release from foreign engagements.

5. DUTIES & RESPONSIBILITIES

5.1 The Musician will be required to rehearse and perform for public concerts, sound recording and broadcast, film, video and television recording, attend photocalls and meetings called by the Society and undertake any such other additional duties or engagements as shall be agreed between the Society and the Musicians' Union within the hours of work specified in Clause 8 below.

5.2 The Musician shall be ready to play for the commencement of any rehearsal or five minutes before the time fixed for the commencement of any performance or recording session and shall not be absent for any part of such rehearsal, performance or recording session without the consent of the Society first having been obtained.

5.3 For up to two designated weeks per working year, the Musician may be required to undertake a range of additional activities including (but not limited to) chamber music, masterclasses, educational workshops, etc, which are appropriate to the skills and training of the individual Musician. Stepping up payments will be paid to orchestra members in the normal way for orchestral concerts which occur during the week's activities. However, no additional payments will be due to players who undertake chamber music, master classes, and other education and outreach activities during the week, with the exception of work as an amateur for which a fee is payable. This clause will be reviewed in March 2008.

5.4 A Musician engaged in the String sections shall, if required by the Society on a temporary basis, step up one place in his or her instrumental group without additional payment (but see Section 10.3.1). A Musician engaged in the

Wind, Brass or Percussion sections shall step up as required as detailed in each individual letter of appointment. The list of orchestral positions appears as Appendix 1.

- 5.5** In order to maintain the requisite balance in the first and second violins the Society reserves the right temporarily to transfer any musician for that purpose (but see section 5.4).
- 5.6** A Musician engaged as a Section Principal, Associate Principal or Assistant Principal shall play obbligati, continuo and off-stage as required by the Society. No additional payment will be made in respect of these additional duties except for those works listed in individual contracts.
- 5.7** Where a Musician agrees to play an instrument which is not part of the Musician's instrumental group the Society will pay 75% of the appropriate freelance rate as determined by the relevant Musicians' Union agreement.
- 5.8** All Section Principals are responsible to the Society for the management of their section. Section Principals will be required to manage the free day scheme in conjunction with the Orchestra Manager as detailed in Section 14 below. Section Principals shall, without any extra fee, attend any meeting or conference that may be called to arrange bowing or to discuss other matters, and String Section Principals will be responsible for ensuring that the string parts of their section shall be correctly marked as and where indicated by the conductor. Section Principals may be required to attend auditions or meetings concerning any Section. Associate Principals and Assistant Principals may be required to attend auditions or meetings concerning their Section.

6. LOCATION

The Musician will be required to work at the home base and at other venues as required by the orchestra schedule.

6.1 HOME BASE

The Orchestra's home base shall be in Glasgow. For the purposes of calculating travel and subsistence payments, the home base shall be deemed to be the RSNO Centre.

6.2 MOVING BASE

A moving base is defined as a place of temporary stay on tour which becomes, by payment of overnight subsistence or provision of accommodation, the Musician's temporary home base.

7. SCHEDULE

7.1 FIRM LIST

The Musician will be supplied with a firm list of dates of engagements (which shall, however, be subject to alteration in cases of emergency) not less than 2 working weeks in advance of any of the engagements.

7.2 CHANGES TO SCHEDULE

7.2.1 The Society reserves the right to change the schedule with 14 days' notice or more.

7.2.2 Playing hours cancelled by the Society with less than 14 days' notice shall be treated as on-call hours.

7.2.3 Playing hours cancelled by the Society with less than 24 hours' notice shall continue to be treated as playing hours.

7.3 ADDITIONAL ENGAGEMENTS

The Musician will not be bound contractually to perform engagements which are not included in the firm list, but in the event of doing so will be paid at freelance rates.

8. HOURS OF WORK

8.1 WORKING YEAR

The Society's working year will run from 1st April to 31st March.

8.2 WORKING WEEK

A working week will begin on Monday and end on Sunday.

8.3 WORKING HOURS

8.3.1 The Society shall be entitled to call upon the Musician for a basic week of 40 on-call hours, of which not more than 25 hours shall be for performance or rehearsal.

8.3.2 On no more than six occasions per year, up to 43 on-call hours and/or 28 playing hours can be scheduled in any one week, provided that these additional hours are credited to another week in the same four-week working period calculated at a rate of 45 minutes per additional half-hour and rounded up to the next half-hour, where necessary. On-call and/or playing hours ascribed to another week within the four-week period will be scheduled as notional hours within that said week. Such additional hours will not be scheduled in consecutive weeks.

8.4 MEAL BREAKS

8.4.1 Meal breaks between all rehearsals shall be one hour. On occasions this meal break may be increased to 1.5 hours to allow time for Orchestra and MU members' meetings.

8.4.2 Meal breaks between media sessions held under the BPI agreement shall be 1.5hrs.

8.4.3 Where the rehearsal is longer than 30 minutes, the meal break between rehearsal and concert shall normally be 2 hours. On no more than 6 occasions per year this may be reduced to 1½ hours when working with the RSNO Chorus or in exceptional circumstances pre-agreed between the management and the players. In such circumstances the on-call hours will not be reduced.

8.4.4 The meal break between rehearsal and a schools' or children's concert shall normally be 1 hour.

8.4.5 Should the orchestra request the Society to increase this interval, then the resultant on-call hours will be reduced by the amount of the requested increase.

8.5 LATE WORKING

If the scheduled time of return to the orchestra's home base is after midnight the Musician shall not be called until a period of 12 hours or, if that day is designated as a free day, 36 hours has elapsed between the scheduled return time and the time set for the said orchestral call. There shall always be a minimum of 11 hours between the end of the last call on one day and the first scheduled call for the next day. In exceptional circumstances during foreign tours this clause may be waived with the prior agreement of the Players' Committee.

8.6 ON CALL HOURS

On call hours shall be calculated:

8.6.1 within the home base by totalling the duration of rehearsals and performances.

8.6.2 outside the home base (i.e. outside a radius of seven miles from the RSNO Centre) from the time of the first call - departure of official transport - to the scheduled time of return to the RSNO Centre established as below:

(a) the return times for specified journeys should be agreed between the MU and the Society, such agreement then being incorporated into the orchestra's schedule.

(b) failing or pending agreement between the MU and the Society, agreed timings shall be taken of three journeys and the average time of these three journeys shall become the standard time for publication in the schedule, this time being subject to re-negotiation in the event of significant changes in route or other relevant factors.

(c) while (a) and (b) above are being established, the return time shall be calculated for publication in the schedule by taking the time taken for the outward journey and deducting meal breaks.

8.6.3 on tour, by using the concept of a Moving Base (see section 6.2 above).

9. SESSIONS

9.1 NUMBER OF SESSIONS

9.1.1 The Musician shall, if required, take part in more than one session on any one day, provided that the maximum scheduled playing time shall not exceed six hours.

9.1.2 The maximum number of sessions in any six consecutive working days shall normally be twelve, but on not more than five occasions per annum, when the Musician may be asked to take part in rehearsal or performance on eight consecutive days, the maximum number of sessions shall be sixteen in those eight days.

9.2 REHEARSALS

Rehearsal sessions shall be of a pre-determined duration. Where a rehearsal exceeds the scheduled time, with the consent of the Musician, this extension is limited to a maximum of 15 minutes.

9.3 PERFORMANCES

Performance duration shall be estimated on the firm schedule.

- 9.3.1 When a concert of more than 90 minutes' duration is given without an interval, 20 minutes shall be added to the scheduled performance time in calculating the total performance hours in the week.
- 9.3.2 The end of a performance is deemed to be when the Leader leaves the platform. Notwithstanding this, overtime will not be paid on a performance scheduled for two hours unless the performance ends more than fifteen minutes after the scheduled finishing time.

9.4 MINIMUM LENGTH OF SESSIONS

No session shall be of less than two hours' duration except:

- 9.4.1 On the day of a concert, when a session of not less than one hour may be called.
- 9.4.2 If devoted to Children's, Schools', Promotional or Fundraising Concerts.
- 9.4.3 A one hour rehearsal session may be called for balance purposes prior to a concert scheduled for broadcast by the BBC. The call time of the rehearsal will be agreed on a case-by-case basis with the Players' Committee. After 30 minutes, rehearsal will end when the BBC producer indicates they are satisfied with the balance.
- 9.4.4 A rehearsal of one and a half hours may be scheduled, without a break, which shall count as one and a half playing hours.

9.5 CHILDREN'S AND FUNDRAISING CONCERTS

- 9.5.1 Rehearsal(s) and/or performance(s) for Children's, Schools', Promotional or Fundraising Concerts may be combined in one session.
- 9.5.2 Two Children's, Schools', Promotional or Fundraising Concerts taking place on the same day shall count as three hours only. Where three such concerts are performed on any one day (being the maximum number for which the Musician may be called), the minimum time to be set against the contractual hours shall be four hours, or the actual time of the call, whichever is the greater.

9.6 BREAKS

For sessions longer than 90 minutes' duration, a break shall be given equivalent to five minutes per hour or part thereof, with a minimum of 15 minutes. For a rehearsal of three hours' duration the minimum break shall be 20 minutes. This does not apply to a three hour media session. The break will be taken as close to the mid-point of the rehearsal as is practical, not exceeding 90 minutes of playing. At a general rehearsal for works which exceed 90 minutes, the break may be taken later.

10. REMUNERATION

10.1 LONG SERVICE PAYMENTS

The Musician shall receive additional payments, incorporated into salary, for every year's completed service. Details of the scales are given in Appendix 2.

10.2 OVERTIME PAYMENTS

The Musician agrees to work for such overtime periods as the Society shall reasonably require, subject to the following payments.

- 10.2.1 Overtime will be paid at single time and calculated in hourly units where scheduled Playing Hours exceed:
 - (a) 3 hours in any session
 - (b) 6 hours in any day
 - (c) 25 hours in any week (but see section 8.3.2)
- 10.2.2 Overtime will be paid if a performance or rehearsal exceeds the scheduled time. (But see section 9.3.2.) Overtime will be paid at time and a half and calculated in hourly units.
- 10.2.3 If the total on-call hours in any week exceed 40 but are less than 55, overtime will be paid either on performance or rehearsal (as described above) or, if the excess is not due to performance or rehearsal, at the rate of 1/40th of weekly salary per hour or part thereof (but see section 8.3.2). If the on-call hours exceed 55 for any cause, overtime for each hour in excess of 55 will be paid at 1/25th of weekly salary

per hour or part thereof. On-call overtime is reckoned in half-hour units if scheduled, and in hourly units if unscheduled.

- 10.2.4 Unscheduled overtime on rehearsals or recordings will only be undertaken with the prior agreement of the Musician.
- 10.2.5 Overtime paid in respect of one sub-clause above will not be paid in respect of any other sub-clause.
- 10.2.6 When a concert in the Usher Hall, Playhouse or Edinburgh Festival Theatre is scheduled for 2 hours, an additional half-hour will be added to the on-call hours for that day. On occasion when the additional half-hour is not scheduled (e.g. where this additional half-hour would result in overtime payments being due), and the concert finishes less than 20 minutes before the scheduled departure time of the train, on-call overtime will be payable (paid in hourly units).

10.3 OTHER PAYMENTS

- 10.3.1 The Society recognises that there will be occasions when a Musician will be asked to "step up" for a prolonged period of time to provide cover for long term sickness absence and for long term vacancies. This is not considered to be a part of normal reasonable duties (see section 5). If a Musician is asked to step up for more than 65 days in any working year, then a payment will be made based on the corresponding grade of the scale which represents the position being covered.
- 10.3.2 Where the Musician agrees to undertake work for the Society not covered by this Agreement, he/she shall receive such additional fees as are appropriate.
- 10.3.3 Where repertoire scored for thirteen players or less is scheduled within contracted hours during an orchestral concert a fee will be payable: The fee will be negotiated in advance with the Musicians' Union on a case by case basis.
- 10.3.4 For out of contract chamber music work the following fee structure will apply - a minimum fee of £200 per player will be paid for participating in works requiring 2 to 8 players, and a minimum fee of £150 for works of 9 to 13 players. This fee is a per concert, come fully rehearsed fee, and may include participation in more than one work in the programme. Players are under no obligation to undertake this work. The Society will not look to generate income from such engagements but view such as a way to showcase RSNO players and provide opportunities for chamber music engagements.

11. REPERTOIRE

The Society shall have the right to include any musical works in any rehearsal or performance.

12. TRAVEL AND SUBSISTENCE

12.1 ENGAGEMENTS AWAY FROM HOME BASE

In the event of the Musician being required to play outside a radius of seven miles from the Society's home base then the Society shall either provide transportation, accommodation, subsistence and portage or pay the appropriate costs in lieu of travel and subsistence as detailed in Appendix 3.

12.2 ENGAGEMENTS ABROAD

In the event of the Musician being required to travel abroad, subsistence allowances shall be payable according to a rate agreed on each occasion between the Society and the MU.

12.3 TRAVEL

Details of the official transport are listed in Appendix 3.

12.4 SUBSISTENCE PAYMENTS

Days on which the orchestra travels outside the home base to a UK engagement shall be subject to the following limitations:

- 12.4.1 If the Musician is called before 8.30am then an early subsistence payment will be made as shown in Appendix 3.
- 12.4.2 If the scheduled time of return to the home base is after midnight the Musician shall be entitled to receive a late subsistence allowance as shown in Appendix 3.
- 12.4.3 If the scheduled departure time is before 1.30pm and the scheduled return time is after 6.00pm, the two-meal allowance is payable. Otherwise only one meal allowance is payable. Where an overnight

allowance has been paid and the scheduled return time is before 1.30pm the following day, no further meal allowance is payable. See Appendix 3.

13. FREE DAYS

13.1 The Musician shall be entitled to 94 free days per annum, (plus extra days equal in number to the public holidays declared by the Government for the year in question starting on April 1st) the allocation of which must fall within the following limits:

13.1.1 Free days must not normally be separated by more than 8 on-call days within which time there should not be more than 6 consecutive days involving performance or rehearsal. As exceptions to this on not more than 5 occasions per annum, there can be up to 8 consecutive days involving performance or rehearsal within not more than 10 on-call days. In these exceptional cases, 2 consecutive free days (taken from the total entitlement) must be scheduled immediately before or after the on-call period

13.1.2 At least 26 pairs of free days must be scheduled per annum, with two pairs being scheduled in each 4-week period, except that four times in the working year only one pair may be scheduled. A pair (of free days) may overlap with an adjacent 4-week period, but can only be counted in one of the periods. The allocation of pairs of free days will be discussed at a meeting between the management and the Players' Committee annually in June.

13.1.3 At least 6 free days must be scheduled in any 4-weekly period.

13.2 The free day year starts on 1st April.

14. EXTRA FREE DAY SCHEME (CHOSEN AND NATURAL FREE DAYS)

The free day scheme year starts on 1st April. All players are entitled to a number of free days in addition to those shown in the orchestra schedule (see Appendix 4)

14.1 CHOSEN FREE DAYS

14.1.1 All players may select their allocated number of free days of their own choice, subject to the written approval of the Section Principal and the Society.

14.1.2 Chosen free days will not normally be allowed when the Principal Conductor is working with the Orchestra or during recording sessions. In addition, chosen free days may not be allowed during certain other engagements (e.g. during the Edinburgh International Festival or BBC Proms).

14.1.3 After a chosen free day has been agreed, a Musician will not be called in to play in the event of sickness in his or her section unless the Musician agrees to do so. If the Musician agrees to be called in on a chosen free day, then a replacement free day will be allocated.

14.1.4 A maximum of 3 chosen free days may be carried forward to the next working year.

14.1.5 Half a free day only will be deducted in circumstances where one rehearsal of up to three hours is the only scheduled call for that day. The deduction from salary for unpaid leave will be similarly treated.

14.1.6 The Society will respond in a sympathetic and flexible manner when requests for chosen free days are received. If the dates are tied dates then it may be necessary for more than one free day to be taken. In the event that the Musician does not have sufficient chosen free days to take off a complete period of tied work, the Musician may take one or more days as 'unpaid' days.

14.1.7 Unpaid leave may be granted in wholly exceptional circumstances at the sole discretion of the Society and will be calculated at 1/5th of weekly salary for each two session or concert day of unpaid leave, or 1/10th for each single session rehearsal or recording day.

14.2 NATURAL FREE DAYS

14.2.1 The Section Principal is responsible for allocating naturally occurring free days in a fair and reasonable manner throughout the section. Through a process of consultation with the section and liaison with the Orchestra Manager, the Section Principal will co-ordinate the free day scheme for his or her section.

14.2.2 During a natural free day, a Musician will be on standby until 12 noon, and is expected to attend if called in to work. In the string sections a rota system will apply.

15. HOLIDAY ENTITLEMENT

- 15.1** The Musician shall be entitled to 35 days holiday per calendar year (1st January to 31st December), which are fixed by the Society. The Society will inform the Musician of the dates of the main annual holiday by 1st November of the preceding year.
- 15.2** Such holidays shall be at such a time as shall be arranged by the Society having regard to the exigencies of programme requirements. At least 28 of the 35 days' holiday shall normally be given consecutively and will be scheduled entirely within the Glasgow school holiday period. Any holiday period of 7 days or less shall have a pair of consecutive free days attached to it. The Spring/Easter holiday will be for at least 7 consecutive days.
- 15.3** Except where the orchestra agrees otherwise, the annual holiday entitlement shall not be split into more than 2 separate periods.
- 15.4** Where the Society wishes to divide the holiday other than above, this is subject to the following restrictions:
- 15.5.1 That such a division shall only happen in exceptional circumstances;
- 15.5.2 That it shall not take place in 2 consecutive years except where the orchestra requests otherwise;
- 15.5.3 That a minimum of 21 days' holiday shall be given consecutively
- 15.5** Holiday pay on termination of employment will be paid on a pro-rata basis according to the date of commencement of employment.

16. PUBLIC HOLIDAYS

- 16.1** The Musician will, in addition to annual holidays and free days, be entitled to the following public holidays:
- 1st January
2nd January
Good Friday
May Day
Glasgow May Holiday
Fair Monday (July)
September Monday
25th December (Christmas Day)
26th December
- 16.2** A public holiday may be given on the publicly designated date or on a date designated by the Society as a day in lieu of a public holiday. Christmas Day may not be scheduled as a working day.
- 16.3** Days in lieu shall always be attached to not less than 1 pair of free days. A maximum of 2 days in lieu of public holidays may be added to one pair of free days; this restriction shall not apply when the public holiday is given on the publicly designated date.
- 16.4** Neither an actual public holiday nor a day nominated as a day in lieu of a public holiday shall count against the 6 free days which must be provided in each 4-weekly period.
- 16.5** In any week in which either a public holiday or a day in lieu of a public holiday is given, the playing hours and on-call hours covered by the basic salary shall be reduced by 5 hours and 8 hours respectively for each such day.
- 16.6** A day in lieu is due if a public holiday falls during a period of annual holiday. This day in lieu may be attached to the holiday period (either immediately preceding or immediately following it) without any additional free days having to be added.

17. ABSENCE DUE TO SICKNESS OR INJURY

- 17.1** The Musician shall not be absent from any performance or rehearsal for which he or she is required, except only in consequence of illness or physical incapacity certified to the Society by the production of a suitable certificate.
- 17.2** The Society will require the Musician to sign a sickness absence form SSP33 for 1 to 7 days' absence. A medical certificate signed by a doctor is required after the seventh day of absence i.e. on the eighth day and for any subsequent days.
- 17.3** Should the Musician be absent due to sickness or injury then the Society must be informed as soon as is reasonably practicable.
- 17.4** In the event of absence through sickness or injury, the Musician's entitlement to Sick Pay will be eight weeks on full pay as a total during any rolling twelve-month period.

- 17.5** The Society operates a contributory sickness benefit scheme, membership of which is compulsory to both full-time and part-time employees. (Details at Appendix 5).
- 17.6** Salary benefits are payable, at the discretion of the Sick Fund Committee, when an employee has been absent through illness or accident for more than eight weeks as a total during any rolling twelve-month period. Eligibility for sickness benefits will be reviewed periodically.
- 17.7** Treatment benefits may be payable at the discretion of the Sick Fund Committee following applications in writing to the Director of Finance and Administration.
- 17.8** Frequent absence may result in a request by the Society for a confidential independent medical examination.
- 17.9** A Musician who is unable to participate in a foreign tour due to health reasons will be paid his or her full salary subject to the usual provisions of this Section 17.

18. MATERNITY/PATERNITY LEAVE AND PAY

- 18.1** If a Musician is to be absent from work because of pregnancy or confinement, and she satisfies all of the conditions governing eligibility for Statutory Maternity Pay, she will be entitled to have the state benefit increased to:
- * 90% of weekly salary for eleven weeks, and
 - * 50% of weekly salary for the subsequent twenty eight weeks.
- 18.2** Notification of pregnancy should be made to the Orchestra Manager, accompanied by a Medical Certificate stating the expected date of confinement.
- 18.3** The Society's Maternity Leave scheme will conform to current regulations.
- 18.4** A Musician may claim paid Paternity Leave of up to five days within two months before or after the expected date of confinement.
- 18.5** A Musician may claim unpaid Parental Leave of up to thirteen weeks within five years of the date of birth.

19. MEDIA ENGAGEMENTS

- 19.1** The Musician may be required to perform or rehearse for the recording and/or transmission of music, both in sound or vision only and simultaneously in sound and vision, when scheduled within contract time, subject to the conditions specified in clauses 19.2 to 19.26 below.
- 19.2** Except for News Access, a minimum of two weeks' notice will be given of the intention to make any audio/visual recording. In the event a request for an audio visual recording from a third party is made less than two weeks before a recording date, notice of less than two weeks can be given.
- 19.3** The Society will not use any audio or audio/visual recordings as evidence in the formal assessment of the capability of musicians.

RSNO 'own label' Recording

- 19.4** Where a recording has been commissioned exclusively by the Society for release on the in-house RSNO label, the Society shall be entitled to incorporate the Musician's performance into the recording, and will acquire within salary all rights and consents to use and exploit or to licence others to use the recording in all media and formats (except for those specified in clauses 19.5, 19.6 & 19.7 below). The Musician shall assign to the Society all relevant assignable intellectual property rights in respect of this clause 19.4 without additional payment, save as specified in clause 19.9 below.
- 19.5** The Society may not reassign the rights in RSNO-owned recordings to a third party for further commercial exploitation except under the terms of clause 19.10 below or if paid at the current appropriate MU rate.
- 19.6** The secondary use of partial extracts from existing RSNO-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the RSNO shall not be deemed to be included under the terms of clause 19.4. In these instances, where the rights are reassigned to a third party, a further fee shall be payable at the current appropriate MU rate. Alternatively, where the recording is licensed for secondary use but the rights remain

with the Society, any income earned by the Society will be included in the arrangements outlined under clause 19.9.

- 19.7** In 'live' recording, the primary recording will be of the performance(s). However, rehearsals may be recorded for editing purposes. The musician will have the right to request that certain passages are recorded at rehearsals for later edits.
- 19.8** Audio visual recording of rehearsals and performances, where the primary purpose of this activity is the preparation for and performance of live concert, will be carefully managed so as not to interfere with this purpose.
- 19.9** The total amount of money earned each year by the Society from RSNO label commissioned work after the subtraction of the costs specifically incurred by the Society in earning that income will be the RSNO Label Net Income. An RSNO Label Orchestra Dividend shall be payable where the total Net Income exceeds the Dividend Payment Threshold of £100,000. The RSNO Label Orchestra Dividend shall be equal to 40% of the Net Income in excess of the Dividend Payment Threshold. No payment shall be due where the Net Income falls below the Dividend Payment Threshold. The RSNO Label Orchestra Dividend shall normally be divided amongst the Orchestra in proportion to the number of RSNO Label recordings in the relevant year worked by each Musician employed by the Orchestra at the time of paying the dividend. . In circumstances where a specific recording has generated very high levels of income, a greater percentage may be apportioned specifically to the personnel involved in this work.

Commercial 'Third Party' Recording

- 19.10** The musician may be required to undertake up to 60 sessions per year for commercial third party for any live or recorded audio and/visual media purpose, excluding those covered by clause 19.14, within contracted time, with no extra payment.:
- 19.11** The musician may be required to undertake additional sessions in excess of 60 per year which will be paid at a rate equivalent to the difference between the relevant session rate and the Musician's salary for the session.
- 19.12** During the 60 sessions specified above, doublings will be paid as for normal rehearsal and concert sessions where appropriate. Overtime, if applicable, will be paid according to the rates contained in the relevant BPI agreement.

Soundtracks

19.13 New recordings whose primary purpose is as a soundtrack for cinema release or signature tunes/soundtracks for programmes not featuring the RSNO, are subject to the following conditions:

- a) Recordings may only be made for the following:
- Registered Low Budget British Films, or their equivalent as evidenced by proof signed by a qualified accountant of a budget level of £10 million or less
 - films that are wholly, or in part, funded by public or lottery funds
 - the accompaniment of silent films that have no pre-existing sound track
- b) The rights acquired by the Society shall be for worldwide theatrical exhibition use only. All other uses will be subject to additional payment to the Musician under the terms of the prevailing MU/PACT Agreement.

New recordings whose primary purpose is as a soundtrack for cinema release, short items for advertising jingles, signature tunes/soundtracks for programmes not featuring the RSNO or audio recordings which would ordinarily be recorded under the terms and conditions of the BPI/MU General Agreement must utilise no fewer than 35 musicians.

Archive Recording

- 19.14** Performances may be recorded for archiving purposes with no extra payment. All audio-visual archive recordings will be watermarked throughout their duration to deter unauthorised uses. Subject to an archive recording being of a quality suitable to its intended purpose, as determined by the Society, it may be made available to third parties for purely non-commercial purposes.

Electronic Press Kits (EPK):

- 19.15** Recordings in sound and/or vision may be used in order to produce an EPK without additional payment. Audio/visual recordings will be watermarked throughout their duration to deter unauthorised uses. EPK recordings will be used for promotional purposes by the RSNO and by any third parties nominated by the RSNO for the promotion of the RSNO.

News Access

- 19.16** News items which include the musical performances of the Musician may be recorded under the terms of clauses 19.16 to 19.24 without the further agreement of the MU or those it represents.
- 19.17** Such news items may only be “communicated to the public” (as defined under the Copyright Designs and Patents Act 1988 (as amended) (“the Act”) at section 20) in news bulletins and/or arts and music magazine/listings programmes, and may not be communicated to the public in general magazine, documentary or any other type of programme, without the musicians’ written consent and the payment of a fee to be agreed with the MU.
- 19.18** The broadcaster/production company filming the news item shall ensure that all recording of the musicians’ performances shall be completed within one hour of commencement of filming.
- 19.19** The maximum duration of recorded performance that may be communicated to the public in one news item shall be:
- (a) one minute of featured music (i.e. not background or otherwise incidental), and/or
 - (b) one minute of non-featured music (i.e. heard in the background of an interview or under a voice over)
- In the event the duration of the recorded performance communicated to the public in one news item exceeds these time limits then the broadcaster/production company shall pay the musicians a fee to be agreed with the MU.
- 19.20** Nothing in this code of practice shall prevent any musician requesting the broadcaster production company not to record his or her performance and the broadcaster/ production company shall not record a musician who has made such a request.
- 19.21** The broadcaster/production company shall ensure the musicians are not called upon to exceed the duties for which they are contracted and are not directed to alter their performance or repeat it for the purpose of retakes for the recording of the news item.
- 19.22** News items made hereunder must be first communicated to the public within eight days of the recording date, unless the prior written agreement of the MU is obtained, but thereafter may be communicated to the public throughout the world in perpetuity for the purposes of reporting the news and/or as archived news items.
- 19.23** Provided news item recordings are made and used strictly in accordance with clauses 19.17 to 19.25, the MU agrees on behalf of those it represents not to require any written consents to be obtained from or further fees to be paid to the musicians.
- 19.24** Save as set out in clauses 19.16 to 19.24, nothing shall restrict the rights of performers and/or the MU under the Act or otherwise

Collecting societies: equitable remuneration

- 19.25** In the event that the musician is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income in respect of recordings of his/her performances made under this Clause 19 that is additional to that arising under this Clause 19 nothing contained in this Clause 19 shall prevent the musician from laying claim to the same. The musician shall not be obliged to account to the Society for any such income to which he/she is entitled.
- 19.26** The Society shall make and maintain an accurate list of all the musicians who perform on each recording that is made under this Clause 19 so as to assist collecting societies in identifying those musicians whose performances are on a particular recording.
- 19.27** The Society is authorised to disclose all necessary information about the members of the Orchestra to the relevant collecting societies so as to assist such collecting societies in identifying those who are entitled to receive payments from such collection societies.

20. RECRUITMENT POLICY FOR FULL-TIME MUSICIANS

20.1 ADVERTISEMENT AND APPLICATIONS

- 20.1.1 Posts will be advertised in appropriate publications/websites both internally and externally to bring vacancies to the notice of suitable applicants, regardless of their background. All advertisements will

include the Society's agreed Equal Opportunities Statement, which is: "The Royal Scottish National Orchestra is an equal opportunities employer." Where possible advertisements will include a closing date for applications and suggested audition dates.

20.1.2 All applicants will be asked to submit a letter of application accompanied by a current curriculum vitae together with the names of two referees and whether or not they have a disability and the nature of it in order that appropriate arrangements can be made.

20.1.3 All applications will be acknowledged within two weeks of the closing date for applications. Applicants will be kept informed of the recruitment process on a regular basis.

20.2 SELECTION PROCESS

20.2.1 A standard shortlisting procedure has been adopted whereby candidates are graded solely on the evidence of the information in the application. No upper limit will be placed on the number of applicants from groups covered by the Equal Opportunities Policy.

20.2.2 Members of the audition panel must declare an interest if they have any personal knowledge of candidates, e.g. a relative or close friend. The chairman of the panel will decide on what action, if any, to take in the light of such disclosure.

20.2.3 All applications and references will be treated in the strictest confidence.

20.2.4 All rejected applicants will be informed in writing of the panel's decision.

20.3 AUDITIONS

20.3.1 The aim of the audition is to assess the applicant's suitability for the job using the candidate's own selected repertoire and orchestral excerpts which have been notified to the candidate in advance of the audition. In addition, the candidate may be asked to read and play music at sight.

20.3.2 Auditions may take place behind screens where appropriate.

20.3.3 Assumptions will not be made about what a disabled applicant can or cannot do. (The audition will concentrate on the procedure outlined above.)

20.3.4 All auditions will be arranged by the Orchestra Manager and may, where appropriate, be observed by the Chief Executive or his/her representative. All auditions will be open to any full-time member of the Orchestra to attend as observers, and details will be published on the orchestra noticeboard and in the monthly update.

20.3.5 The audition panel will only consist of the players listed in Appendix 7, with the proviso that any member of the Orchestra who is auditioning for a vacancy may not be a member of the audition panel for that vacancy. The Section Principals Committee may decide, in exceptional circumstances, to alter the composition of the panel. The Music Director shall have the right to attend any audition though not participate.

20.3.6 In the event that auditions outside Glasgow are necessary, either the full panel will attend the auditions, or preliminary auditions will be held in all cities. Candidates shortlisted from any preliminary auditions must audition before the full panel.

20.3.7 In cases where auditions have to be scheduled at short notice, preliminary auditions may be necessary, but shortlisted candidates must audition before the full panel at a later date.

20.3.8 Except in the case of illness or other emergency, the same members of the audition panel will oversee all auditions and trials for that vacancy (except under Sections 20.3.4 and 20.3.5 above).

20.4 TRIALS

20.4.1 A shortlist of auditioned applicants will be selected to do a trial period in the orchestra.

20.4.2 The dates of all trials will be published in the monthly update, and constructive comments from members of the orchestra should be given to the panel members.

20.4.3 Successful applicants will undertake at least eight days on trial, including at least three public concert performances.

20.4.4 Any decision to reject or recommend a trial candidate must be taken by the full panel.

20.5 APPOINTMENTS

20.5.1 After the trial process is complete, the panel will make a recommendation to the committee of Section Principals, who after taking into consideration the opinion of the Music Director, will make an appointment.

- 20.5.2 No appointment shall be made on the evidence of either audition or trial alone; any successful candidate must have undertaken both stages. However, this does not preclude candidates being invited to do a trial with the Orchestra without having first auditioned.
- 20.5.3 In the event of a vacancy being filled from within the Orchestra, any candidate who has auditioned and completed a trial for the original advertised post may be offered the newly vacated post without having to go through the procedure detailed above.
- 20.5.4 Unsuccessful candidates will be informed of the decision as quickly as possible after the audition date.
- 20.5.5 Successful candidates will be informed by telephone, whenever possible, and oral acceptance received before sending a letter of appointment. If successful candidates are not contactable by telephone, a letter of appointment will be sent promptly.
- 20.5.6 All new members of the Orchestra will take part in an induction programme which will include an introduction to the Equal Opportunities Policy of the Society.
- 20.5.7 All new members of the Orchestra will attend a review meeting six months after commencing employment. The meeting will be attended by the relevant Section Principal or senior colleague as appropriate, and the Chief Executive, or his/her representative. The member of the Orchestra will be entitled to have a personal representative present as an observer.

21. ARTISTIC PERFORMANCE REVIEW POLICY

21.1 INTRODUCTION

The RSNO prides itself on the quality of its playing and in order that this standard is upheld, it is essential that all musicians maintain their performance level. It is recognised that there may be occasions when a musician's standard of performance can, for whatever reason, deteriorate. The overall aim of this process is to ensure that any musician in this position is provided with whatever support and encouragement he or she requires to regain their standard of performance.

21.2 REVIEW PROCESS

- 21.2.1 Any concerns about an individual's artistic performance, whether from one or more players, the Music Director or any other conductor, should be communicated to the appropriate Section Principal, or if the Musician is a Section Principal, to the Leader or to the management.
- 21.2.2 The Principal Conductor/Music Director, Section Principal and/or other members of the Audition Panel will, if they perceive a problem to exist, first explore informal avenues to rectify the situation. If no problem is perceived, the author of the concerns will be informed, and no further action taken.
- 21.2.3 If informal avenues have been explored without success, the matter will be referred to the Section Principals, who will meet to agree whether or not further action is necessary. If no problem is perceived, the author of the concerns will be informed, and no further action taken.
- 21.2.4 If it is agreed that a problem exists, the appropriate Review Panel will meet, and the following formal process will begin. The Principal Conductor/Music Director shall not be a member of any review panel, but the Panel shall consult and take account of the opinion of the Principal Conductor/Music Director, and may invite him/her to attend meetings as appropriate.

21.3 FORMAL PROCESS

- 21.3.1 The chairperson, in most cases the Section Principal, will be authorised to offer professional development training or counselling (including paid leave) as appropriate.
- 21.3.2 In advance of a meeting, the musician will be notified by letter as to the circumstances leading up to the meeting outlining why the meeting is taking place. The letter will emphasise the positive aims of the review process, whilst explaining the practical outcome should improvement not be made. A meeting will then take place at which a review process, including timescale, will be agreed with the Musician. Any decision taken will be put in writing. Discussions will include the Musician as much as possible, in so far as he/she is happy to be involved. At any formal meeting the Musician will have the right to be accompanied by an MU representative or a fellow employee, and be given the opportunity to respond to the information presented. The Musician will be treated in a positive, encouraging and sympathetic manner, whilst bearing in mind that formal decisions have to be reached.
- 21.3.3 After a six month period (or less with the consent of the Musician), the chairperson will confer with the Review Panel, the Musician and the management to assess whether more assistance is required (including timescale). Any decision taken will be communicated in writing to the Musician and will state the reason for that decision, details of any timescales within which improvement is to be achieved and the likely consequences if there is no improvement.

- 21.3.4 At the end of the agreed period, the Review Panel will meet to agree next steps with the opportunity of input from the Music Director.
- 21.3.5 If it is agreed that adequate improvement has taken place, the file will be so endorsed and a copy of the decision will be communicated in writing to the Musician. Details of the process will not normally be taken into account in future.
- 21.3.6 In the event that overall performance has not improved to the standard required, the case will be referred back to the Section Principals, who, after consulting the Principal Conductor/Music Director, may recommend termination of employment to the Chief Executive or his/her authorised deputy.
- 21.3.7 In the event that termination of employment is being considered, the Musician will be sent a written statement setting out the relevant circumstances which have caused the company to consider termination of employment and inviting the Musician to attend a meeting to discuss the matter. The Musician may be accompanied by an MU representative or a fellow employee. At this meeting, the Musician will be given the opportunity to reply to the concerns, and if considered appropriate, the meeting may be adjourned to further consider the formal response or a decision may be reached at the conclusion of the meeting and the Musician thus informed.
- 21.3.8 In the event that a decision is made to terminate employment, the Musician will be given a letter detailing how performance is unsatisfactory, and three months' notice of termination. A Musician may request a further period of assessment within the period of notice, but unless the Section Principals believe that this results in a significant improvement in performance, employment will cease at the end of the notice period.
- 21.3.9 At any stage in the formal process, the Musician has the right of appeal against any action taken against them to the Chief Executive, or, if the action has been taken by the Chief Executive, to the Chairman of the Board of Directors, who will make arrangements for the appeal to be heard by a sub-committee of the Board. Any appeal must be made in writing no later than five days from the receipt of any letter detailing the reasons for the appeal. An appeal hearing will then be arranged and the Musician will be invited to attend an appeal hearing and have the right to be accompanied by an MU representative or a fellow employee. If it is considered appropriate, the Musician may be advised orally of the decision at the conclusion of this meeting. Any response will be given in writing. There is no further right of appeal from the decision.

22. DISCIPLINARY PROCEDURE

- 22.1 This procedure does not apply to issues relating to Artistic and Performance standards. Such matters are covered by the Artistic Review Policy in Section 21 above.
- 22.2 Where possible, the Society will attempt to resolve disciplinary matters informally, through discussions between the Musician and the Orchestra Manager and / or the relevant Section Principal or other senior colleague, as appropriate.
- 22.3 When informal procedures have been exhausted, the formal RSNO Musicians Disciplinary Process will be invoked.
- 22.4 Disciplinary action will only be taken after an investigation by the Society and a Disciplinary Meeting. The conduct of any investigation and disciplinary meetings will be governed by the RSNO Musicians Disciplinary Process.
- 22.5 Musicians have the right to be accompanied by a colleague or Musicians' Union representative to all investigatory or disciplinary meetings.
- 22.6 If it is necessary for the Musician to be suspended while investigations are carried out, he or she will receive their full salary entitlement during the period of suspension.
- 22.7 If, after following the RSNO Musicians Disciplinary Process, misconduct is established, the Musician will normally, in the first instance, be given a Written Warning a copy of which will be kept on file for six months, after which it will normally be disregarded.
- 22.8 If, after following the RSNO Musicians Disciplinary Process, serious misconduct or further misconduct within six months of a Written Warning is established, the Musician will normally receive a Final Written Warning, a copy of which will be kept on file for 12 months, after which it will normally be disregarded.
- 22.9 If, after following the RSNO Musicians Disciplinary Process, gross misconduct, or further misconduct within 12 months of receiving a Final Written Warning is established, the Musician's employment will normally be terminated with immediate effect.
- 22.10 The Musician has a right of appeal against any disciplinary action taken against him/her to the Chief Executive or, if the action has been taken by the Chief Executive, to the Chairman of the Board of Directors, who will make arrangements for the appeal to be heard by a sub-committee of the Board.

23. GRIEVANCE PROCEDURE

- 23.1** Where possible, if the Musician has concerns about his/her contractual position or general working conditions, he/she should attempt to resolve these informally with the Section Principal.
- 23.2** If informal discussions fail to resolve a grievance, the Musician should write to the Chief Executive requesting a formal meeting to discuss the matter. The Chief Executive will investigate the facts surrounding the grievance and a meeting will be arranged expeditiously. At this meeting the Musician may be accompanied by a colleague or a Musicians' Union representative.
- 23.3** The Chief Executive will provide the Musician with written confirmation of the outcome of the meeting as expeditiously as possible.
- 23.4** If the Musician is still aggrieved at the outcome of the meeting, he/she may appeal to the Chairman of the Board of Directors, who will make arrangements for the grievance to be heard by a sub-committee of the Board. At this meeting the Musician may be accompanied by a colleague or a Musicians' Union representative.
- 23.5** The decision of the Appeal sub-committee will be final.

24. TERMINATION OF CONTRACT OF EMPLOYMENT

24.1 NOTICE PERIOD

- 24.1.1 In the event of the Musician's employment being terminated by the Society, the Musician will receive a minimum of three months' notice of termination.
- 24.2.1 The Musician will be required to give the Society a minimum of three months' notice of termination.

24.2 DEDUCTIONS FROM FINAL SALARY

The Society reserves the right to deduct any monies which have been paid by the Society but which have not been earned or incurred by the employee from the final salary, including any holiday pay. In the event of the Society making a loan to the employee the Society reserves the right to recover outstanding monies from the final salary.

25. PENSION SCHEME

- 25.1** The Society operates a voluntary, contributory stakeholder pension scheme which is open to new entrants. Details are available from the Director of Finance and Corporate Services.

26. EMPLOYER'S LIABILITY

The Society is insured, under the provisions of the Employer's Liability (Compulsory Insurance) Regulations 1998 against liability for personal injury and disease sustained by the Musician which arises out of, or in the course of, his/her employment in Great Britain.

27. SOCIETY RULES

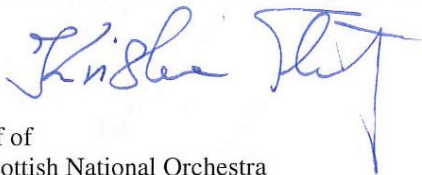
- 27.1** The Musician shall abide by all reasonable instructions given to him/her by the Society, and conform to all the rules and regulations contained in this agreement.
- 27.2** The Musician shall appear at all engagements attired in a manner appropriate to the engagement, wearing such suitable clothes as are acceptable to the Society for the particular engagement.
- 27.3** The Musician shall not by word or action bring the Society into disrepute.


28. INDEMNITY/EXCLUSIVITY

- 28.1** The Musician warrants that at the time of entering into this agreement he/she is not by reason of another agreement precluded from entering into and fulfilling the terms of this agreement.
- 28.2** During the continuance of this agreement the Musician shall not accept any engagement which conflicts with the interests of the Society.

27. ACCEPTANCE OF TERMS AND CONDITIONS

It is agreed between the Royal Scottish National Orchestra Society Limited and the Musicians' Union that this Standard Contract represents the minimum terms and conditions agreed collectively between the Royal Scottish National Orchestra Society Limited and the Musicians' Union for salaries and conditions for musicians working in the Royal Scottish National Orchestra. All local agreements currently in force are included in this contract.

Signed 
on behalf of
Royal Scottish National Orchestra
Society Limited


on behalf of
Musicians' Union

Chief Executive

PP

General Secretary

Date 14/12/16

Date 14. 12. 2016

I confirm having received a copy of the above Terms and Conditions.

Signed

Date

Appendix 1

Designation of pay scales for positions in the Orchestra

1st Violins	Scale rate		Scale rate
Number 1	N	First Flute	SP
Number 2	N	Second Flute	Assoc P
Number 3	SP	Third Flute / Picc	Assist P
Number 4	Assoc P		
Number 5	Assist P	First Oboe	SP
Number 6	Sub P	Second Oboe	Assoc P
Numbers 7-16	S	Third Oboe / Cor	Assist P
2nd Violins		First Clarinet	SP
Number 1	SP	Second Clarinet / Eb	Assoc P
Number 2	Assoc P	Third Clarinet / Bass	Assist P
Number 3	Assist P		
Number 4	Sub P	First Bassoon	SP
Numbers 5-14	S	Second Bassoon	Assoc P
		Third Bassoon / Contra	Assist P
Violas		First Horn	SP
Number 1	SP	Second Horn	Assist P
Number 2	Assoc P	Third Horn	Assoc P
Number 3	Assist P	Fourth Horn	Sub P
Number 4	Sub P	Fifth Horn	Assist P
Numbers 5-12	S		
Cellos		First Trumpet	SP
Number 1	SP	Second Trumpet	Sub P
Number 2	Assoc P	Third Trumpet	Assoc P
Number 3	Assist P		
Number 4	Sub P	First Trombone	SP
Numbers 5-10	S	Second Trombone	Assoc P
		Bass Trombone	Assist P
Double Basses		Tuba	Assoc P
Number 1	SP		
Number 2	Assoc P	First Percussion	SP
Number 3	Assist P	Second Percussion	Assoc P
Number 4	Sub P	Third percussion	Sub P
Numbers 5-8	S		
		Timpani	SP
		Harp	SP

Key

N = Negotiated Salary
 SP = Section Principal
 Assoc P = Associate Principal
 Assist P = Assistant Principal
 Sub P = Sub Principal
 S = Section Player

Appendix 2

Long Service Payments

1. Each Musician shall receive additional payments, incorporated into salary for each year's completed service.
2. The Long Service Payments are £5.76 per week (£299.52 per year) for Years 1 to 5 and £1.67 per week (£86.84 per year) for Years 6 onwards as at 1 April 2010.
3. The above amounts are reviewed on 1 April each year in accordance with the annual salary review.
4. The Long Service Payment is calculated for each Musician on 1 April each year, taking into account the Musician's joining date and exact number of years' service, rounded to two decimal places.

Appendix 3

Travel and Subsistence Payments

Rates as at 1 April 2010

Travel

1. The terms in this Appendix shall be reviewed annually in line with the Contract Year. For a trial period to 31 March 2008 the following travel arrangements will be in place. During this period, the Society will monitor the expenses incurred by this arrangement, and if it transpires that the Society is incurring significant increased costs than before, reserves the right to renegotiate the agreement.
2. From 1 August 2007, all salaried RSNO players who intend to use their personal cars for driving themselves or others to rehearsals, concerts and education activities outside Glasgow, shall supply the Orchestra Manager with a) a copy of their driving license, b) a copy of their car's MOT certificate, c) a copy of their insurance policy showing that they are covered for business use. Any player who is found to be using their car for RSNO activities outside Glasgow without having registered their documents with us will be held in breach of RSNO rules and regulations, and their right to claim reimbursements for non-coach travel will be revoked.
3. The RSNO receives in-kind sponsorship for train travel in Scotland from First ScotRail. While this sponsorship is in effect there shall be no increase in travel reimbursements based on increases in train fares.

The normal method of transport is by train for the following regular journeys:

- Aberdeen Transport will be by train, and the Society will provide tickets for those players who wish to travel by train. An allowance of £21.42 will be paid to players making their own travel arrangements.
- Inverness Transport will be by train, and the Society will provide tickets for those players who wish to travel by train. An allowance of £25.02 will be paid to players making their own travel arrangements.
- Edinburgh Transport will be by train, and the Society will provide tickets for those players who wish to travel by train. An allowance of £9.80 will be paid to players making their own travel arrangements.

[Transport will be by train, and the Society will pay the offpeak rail fare for those players who wish to travel by train. Those players making their own travel arrangements will receive a payment equivalent to the off peak rail fare. This payment will automatically be increased in line with any increase in the off peak rail fare, however, any increase greater than 5% will be subject to negotiation. When the schedule requires players to travel on a peak train (eg before 9.15am), then the Society will pay the peak fare but only to those players travelling by train. Those players making their own arrangements will continue to receive a payment equivalent to the off peak fare.] This provision in brackets shall not apply while the First ScotRail sponsorship is in effect.

- For travel to other venues that the Orchestra visits only occasionally, such as London, Newcastle, Leeds, Birmingham, Manchester, Liverpool, and so on, players not wishing to use the official transport will receive a travel payment in lieu, only to the extent that the Society can realise equivalent savings in official transport costs. As much notice as is reasonably possible will be given in order to facilitate players making their own travel arrangements.
4. In order to facilitate the purchase of train tickets at the best possible prices players must indicate if they require a train ticket to be provided for them by signing the appropriate list no later than 23 days prior to the commencement of the 4-weekly schedule covering the relevant journeys.

5. For other destinations if train travel is impracticable, travel will normally be by coach. The scheduled departure time of the coaches will allow for an average speed of 50 miles per hour.
6. Players wishing to use the coach must sign the appropriate list no later than 23 days prior to the commencement of the four-weekly schedule covering the relevant journeys.
7. Players opting not to use the coach will receive a travel payment of £13.00 for journeys to Perth, and £19.34 (no change) for journeys to Dundee, these amounts being the equivalent of cheap-day return rail fares from Glasgow as of 1st January 2009. [This payment will be increased in line with any increase in the off peak rail fare, however, any increase greater than 5% will be subject to negotiation.] This provision in brackets shall not apply while the First ScotRail sponsorship is in effect.
8. Coach journeys of 125 miles or more shall have a 20-minute break (outward only). Where journeys cross over the normal meal times, a more appropriate break may need to be taken.
9. A minimum period of 20 minutes shall be allowed after the arrival of the coach at the venue, before the Musician is required to play.
10. If the time of return to the home base is after 11.00pm, the Musician will be entitled to claim reimbursement of a taxi fare to a location within seven miles of the Society's home base on the production of a receipt.
11. If the time of return to the home base is after 2.00am, an overnight allowance will be paid.
12. The maximum limit for one-way coach journeys will be 250 road miles. The maximum limit for return journeys will be 350 road miles in one day.

Subsistence

1. For return journeys of up to 350 miles, only those musicians staying overnight will be entitled to overnight subsistence payments. All other musicians will receive travel payments, meal allowances and late return payments as applicable. For all return journeys of between 300 and 350 miles an enhanced late return payment of £15.00 will be made to those musicians returning to Glasgow after the concert.
2. Current subsistence payments are as follows:

Leaving base after 1.30 pm (one meal)	£14.50
Leaving base before 1.30 pm and returning after 6 pm (two meals)	£21.63
Bed and breakfast	£59.13*
London supplement	£12.50
Returning to base between 12 midnight and 12.30 am	£7.25*
Returning to base between 12.30 and 1.00 am	£14.84*
Returning to base between 1.00 and 2.00 am	£20.03*
Aberdeen and Inverness standard late return payment	£21.96*
Leaving base before 8.30 am	£7.25*

* Expense subject to tax and National Insurance.

All expenses will be processed in accordance with the rules and directives of HMRC. All expenses will follow current expenses policy and procedures.

Appendix 4

Free Day Scheme

Allocation from April 2011 - March 2012

	Year's Service	Allocation	Chosen Days	Natural Days
Section Principals				
Strings	NA	15	15	0
Woodwind/Brass/Percussion	NA	15	5	10
Principals	1 - 5	5	4	1
Sub-Princ	6 - 10	7	4	3
and Rank & File	11 - 15	9	4	5
	16 - 20	11	4	7
	20+	13	4	9

- Chosen Days**

Chosen free days may have a cost implication i.e. a deputy may have to be engaged.

Chosen free days only count in half days if there are two separate sessions in one day which are not tied. If there is only one session in a day that counts as one full day.
- Natural Days**

Natural release days should not incur any costs i.e. days when players are not required due to the programme or string strength.

Natural free days are only counted in full days i.e. if a player is at a morning session and off the afternoon session (e.g. concerto) this does not count against their allocation.
- Tied Days**

When selecting a chosen release day(s) any tied days should also be taken as chosen days.

Chosen release days and natural release days should not be mixed.

If a player does not have sufficient chosen days to include tied days then permission may be given to take the additional days as unpaid leave.

Players will receive the full relevant allocation from the 1st day in the orchestra. Any holiday pay owed to the RSNO when a player leaves the orchestra will be calculated at that time.
- Unpaid Leave**

If you are taking unpaid leave of absence all tied days should be included.
- Restrictions**

Free days will not normally be allowed when the Principal Conductor is working with the orchestra or during recording sessions. In addition, no more than two Section Principals shall be off in either the Woodwind or String sections and no more than one Section Principal shall be off in the Brass at any one time .

Appendix 5

Rules of the RSNO Sick Fund

NAME

1. The Fund shall be known as The Royal Scottish National Orchestra Sick Fund (hereinafter called “the Fund”)

PURPOSE

2. The Fund is established to provide for the relief or maintenance subject to the conditions hereinafter contained of the employees being the playing members of the Orchestra and the administrative staff of the Royal Scottish Orchestra Society Limited (hereinafter referred to as “the Society”) while unable to perform their duties by reason of sickness (excepting pregnancy), injury, or other infirmity, physical or mental (the expression “sickness” hereinafter used includes all such sickness (excepting pregnancy) injury or other infirmity).

MEMBERS

3. Membership of the Fund shall be restricted to the employees being the playing members of the Orchestra and the administrative staff (hereinafter referred to as “the Members”) of the Society. Every member shall, on being employed by the Society, sign such form of Ratification and Membership as the Committee of Management shall from time to time prescribe and shall thereupon become a member of the Fund and be bound by these Rules.

COMMITTEE OF MANAGEMENT

4. The Fund shall be administered and controlled by the Committee of Management (hereinafter called “The Committee”) consisting of three Directors of the Society to be appointed annually by the Board of the Society and three active members of the Fund, to be appointed annually by the members. The Chairman of the Committee shall be a Director of the Society as shall be determined by the Board of the Society. The Deputy will be elected annually by the Committee. The Finance Manager for the time being of the Society shall act as Secretary of the Fund and of the Committee.
5. The Committee shall be empowered to make such arrangements for its meetings and otherwise in connection with the administration of the Fund as it thinks most convenient and fitting. Four persons personally present shall form a quorum.
6. The Committee shall be empowered conclusively to determine any questions or dispute whatsoever between Members of the Fund or between Members of the Fund and the Committee or any of its officials that may arise in connection with the affairs of the Fund or its administration or with the construction of these Rules or otherwise relating to the Fund and every such determination shall be final and binding on all concerned. In the event of an equality of votes the Chairman shall have a casting in addition to a deliberate vote.

CONTRIBUTIONS

7. The Committee may as may be necessary from time to time recommend to the Board that the rates of contribution or benefits payable be adjusted.

8. Each Member shall contribute to and be entitled to full benefits from the Fund from the date of commencement of his or her appointment.
9. The financial year of the Fund will end on 31st March.
10. The contribution of each Member shall be such sum as may from time to time be fixed by the Committee under Rule 7, which shall be deducted by the Society from his gross weekly salary and the Society shall contribute annually to the Fund a sum equal to the aggregate of the contribution of the members for the year in question.

BENEFITS

11. The benefits to which Members are entitled shall be such as may from time to time be fixed by the Committee under Rule 7.
12. **Payroll Benefits** will be payable from the Fund after the beneficiary has been incapacitated for more than eight weeks and will amount to the equivalent of the net income based on basic pay less the current level of SSP.

It is a condition of payroll benefits that beneficiaries apply for all state benefits due to them. Any state benefits payable direct to the recipient will be reclaimed by the Fund.

If benefits have been paid for three consecutive months, an independent medical examination will be sought. Any resultant expense will be borne by the Fund. Should this medical suggest that an eventual return to work is possible, then the Sick Fund payments will continue, but be revised three-monthly by the Committee. Should the medical examination indicate that the beneficiary will not be able to return to work, then the position will be a matter for the management of the Society. Full payroll benefits will not normally exceed twelve months.

13. **Treatment Benefits** will be payable at the discretion of the Committee. Application for payment of such benefits will be submitted in the first instance to the Chief Executive and will be reported on at the following Committee meeting.
14. No member shall undertake any other professional engagement during the time he or she is receiving payroll benefits from the Fund. Teaching, or any other projects which do not require the member to perform on his or her instrument, may be undertaken only with the Committee's prior approval. The extra earnings must be declared to the Committee who will have the right to reduce the payroll benefits by an equivalent amount. Any member refusing to declare their extra income from such agreed projects may have their payroll benefits suspended.
15. In the event of the beneficiary being in receipt of a loss of earnings payment due to third party liability, this amount will be refunded to the Sick Fund by the beneficiary in full.
16. No refund of contributions will be made to any Member or his or her legal personal representatives in any circumstances whatsoever.
17. Any Member who leaves the employment of the Society in any circumstances whatsoever shall thereupon cease to be a Member and shall cease to be eligible for any benefits thereunder other than benefits accrued but unpaid at the time of the cessation of employment.

ANNUAL CONCERT

18. The Members if required by the Committee, shall give their services free once in every year for an annual concert and any necessary rehearsal the net proceeds of which shall be paid into the Fund. The preparations for and the administration of any such concert shall be provided free of charge by the Society.

GENERAL MEETINGS

19. The first Annual General Meeting of the Fund shall be held after June Nineteen hundred and Fifty eight and thereafter once in every calendar year and within fifteen calendar months of the date of the last preceding Annual General Meeting.
20. An Extraordinary General Meeting shall be held whenever the Committee thinks expedient or whenever twenty five Members so request by notice in writing delivered to the Secretary.
21. Twenty one days' notice of any General Meeting stating the business to be transacted at such a meeting, shall be given by notice posted on the Notice Board.
22. At all General Meetings, the Chairman of the Committee if willing or if he be not present or willing, the Deputy Chairman if willing, shall preside. If neither be present or willing, the Members shall choose one of their number to preside. Ten Members present shall form a quorum. No business shall be transacted unless a quorum is present.
23. The business of the Annual General Meeting shall be the consideration of the Income and Expenditure account and the Balance Sheet of the Fund and the Report of the Committee. All other business shall be deemed special and shall be transacted at an Extraordinary General Meeting.
24. Report and Accounts, audited at the expense of the Fund, shall be prepared for each year ending 31st March and laid before the Annual General Meeting.
25. At any General Meeting, a Resolution put to the Vote at the Meeting shall be decided on a show of hands unless a poll is (before or on declaration of the result of the show of hands) demanded :-
 - a) By the Chairman, or
 - b) By at least ten Members present in person.
26. Unless a poll be so demanded a declaration by the Chairman that a Resolution has, on a show of hands, been carried or carried by a particular majority or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution.
27. On a show of hands, every Member present in person shall have one vote. On a poll every Member shall have one vote. In the case of an equality of votes the Chairman of every meeting shall have a second or casting vote, whether on show of hands or on a poll. A poll shall be taken in such a manner and at such time as the Chairman shall direct. No proxies shall be allowed.
28. Any Resolution passed at any General Meeting which would have the effect of increasing the amount payable by the Board of the Society under these Rules shall be null and void unless the prior approval of the Board has first been obtained.

INVESTMENT OF MONIES

29. So much of the monies of the Fund as may not be wanted for immediate use or to meeting the usual accruing liabilities shall be invested by the Committee as they in their absolute discretion think fit.

WINDING UP

30. The Fund shall be wound up :-
- (a) If a Resolution is passed to this effect at an Extraordinary General Meeting of the Members by a two-thirds majority of those present and voting and has been previously approved by the Board of the Society.
 - (b) If the Society ceases to exist otherwise than by reason of reconstruction or amalgamation in circumstances where the Committee considers the Fund can be continued. In the event of any such winding up, the Committee shall apply any surplus monies remaining in its hands after paying all proper expenses of the administration and winding up of the Fund in such a manner and to such charitable objects as the Committee in its absolute discretion think fit.

COPIES OF RULES

31. Each Member shall be entitled free of charge, to one copy of the Rules of the Fund as are from time to time in force. The Committee may from time to time fix such charge as the Committee think proper for any additional copies required by any Member.

ALTERATION OF RULES

32. All or any of these Rules may from time to time be altered and new Rule or Rules made, as the Board of the Society and three-quarters of the Members attending an Extraordinary General Meeting convened for the purpose shall agree, but no such alterations or new Rules shall be made which will cause the main purpose of the Fund to cease to be that of a Sick Fund or will cause the payment or transfer of the Fund or any part thereof to the Board.

Appendix 6

Position	Audition Panel	Review Panel if different
First Violins		
Leader	All Section Principals, Outside Assessor	
Associate Leader	All Section Principals	
Assistant Leader	Leader, Assoc Leader, String Section Princs	Plus one other section principal
Nos. 4, 5 & 6	Leader, Assoc Leader, Assist Leader, Princ 2 nd Violin	
Rank & File	Leader, Assoc Leader, Assist Leader, Princ 2 nd Violin	
Second Violins		
Principal	Leader, Assoc Leader, String Section Princs	Plus one other section principal
No. 2	Leader, Assoc Leader, String Section Princs	
Nos. 3 & 4	Leader, Assoc Leader, Princ 2 nd Violin, No. 2 2 nd Violin	
Rank & File	Leader, Assoc Leader, Princ 2 nd Violin, No. 2 2 nd Violin	
Violas, Cellos, Basses		
Principal	String Section Principals	Plus one other section principal
No. 2	Principal, Nos. 3 & 4 of Section	Plus one other string section principal
No. 3	Principal, Nos. 2 & 4 of Section	Plus one other string section principal
No. 4	Principal, Nos. 2 & 3 of Section	Plus one other string section principal
Rank & File	Principal, Nos. 2 & 3 of Section	
Woodwind		
Section Principal	Other WW Section Princs, other section players	Plus one other section principal
Assoc Principal (no. 2)	Section Princ, other section member, 2 other WW Princs.	Plus remaining WW Principal
Principal (no. 3)	Section Princ, other section member, 2 other WW Princs.	
Horns		
Principal	Rest of Section, two WW and one/two Brass Principals	Plus remaining WW & Brass Principals
Associate Principal (no. 3)	Rest of Section, two WW and one Brass Principal	Rest of section, two WW and one/two Brass

		Princs
Nos. 2, 4 & 5	Rest of section	Plus one WW and one Brass Principal
Trumpets		
Principal	Princ Horn, Princ Trombone, rest of section	
Sub-Principal (no. 2)	Rest of section	Plus Principal Trombone
Associate Principal (no. 3)	Rest of section, Princ Trombone	
Trombones		
Principal	Rest of section, Princ Trumpet, Tuba	Plus Principal Horn
2 nd Trombone	Rest of section, Tuba	Plus Principal Trumpet
Bass Trombone	Rest of section, Tuba	Plus Principal Trumpet
Tuba	Three Trombones, Outside assessor	Plus Principal Trumpet
Timpani	Three percussion, Outside Assessor	Plus Brass Principal
Associate Percussion/Timp	Timpani, rest of section	
No. 2 Percussion	Timpani, rest of section	
Harp	One string, one WW, one brass Section principal, Outside Assessor	

APPENDIX 7: FOREIGN TOURING

For the avoidance of doubt, Appendix 7 forms part of the main Players' contract

- 1.1. Work outside the UK (foreign touring) shall be deemed part of the Musicians' normal duties as defined in paragraph 5.1 in the RSNO Musicians' Contract. A foreign tour shall be defined as work involving one or more overnight stays outside the UK. **Media engagements occurring on foreign tour will operate as per clause 19 in the Musicians' Contract.**
- 1.2. The major detail of the tour schedule, to include travel, accommodation and subsistence as well as the main detail of the itinerary shall be discussed with the Players Liaison Committee and notified to the musician eight weeks in advance of the commencement of any tour. The itinerary may be subject to subsequent minor amendments to accommodate logistical and operational necessities.
- 1.3. ON CALL HOURS
 - 1.3.1. Only hours which are accrued directly as a result of a tour will be calculated. For clarity this applies from the first travel call of a tour to return to the home base at the end of the tour.
 - 1.3.2. For the purposes of foreign touring up to 55 on call hours of which 28 may be playing, may be scheduled in a seven day period.
 - 1.3.3. During a foreign tour, on call hours shall only be counted for time spent travelling or playing. On arrival at a new base only playing hours are calculated unless a journey exceeds 15 miles in which case on-call hours are also calculated. A period of 20 minutes will be allowed at the end of a journey before the Musician can be required to play.
 - 1.3.4. The duration of all performance calls will be calculated in 15 minute blocks with an automatic 15 minute grace period.
 - 1.3.5. Overtime which is incurred through circumstances outside the control of management will not be claimed. On call overtime in excess of 55 hours during any seven day period on tour will be paid at rates as per the Musician's contract
- 1.4. FREE DAYS ON TOUR
 - 1.4.1. No more than 10 consecutive days may be worked between Free Days and only days which are directly accrued as part of the tour will be counted. Free days assigned on tours exceeding ten days duration will be designated Free Days as part of the annual entitlement when they occur from day one to day ten inclusive. Free days occurring between day 11 and the end of the tour will be designated as No Call days.
- 1.5. INSURANCE
 - 1.5.1. Life and Personal Accident Insurance will be taken out by the Society to cover periods when the Orchestra is working outside the UK. The Musician shall inform the Society of any pre-existing or recently diagnosed condition which could affect the Musician's ability to undertake a foreign tour or the Society's ability to obtain insurance cover for the Musician during a foreign tour
 - 1.5.2. The Musician's instrument(s) required for the tour are covered by the Society's insurance policy when the Musician is abroad. The Society shall also insure the Musician's personal belongings up to a specified limit.
 - 1.5.3. Prior to the commencement of a foreign tour the Musician shall ensure that he/she is in possession of valid passport, the expiry date of which must be not less than six months from the return to the UK at the end of tour and if applicable a European Health Insurance Card. The RSNO will not be responsible for any non-recoverable costs incurred by a musician not being in possession of a valid EHIC or its equivalent.
 - 1.5.4. The Society will bear the cost of any necessary visas and vaccinations where advised by the FCO.

1.6 CONTRACTUAL LEAVE FROM FOREIGN TOURS

- 1.6.1. An exceptional request from a Musician to be released from his/her obligation to participate in an engagement abroad by the Orchestra without financial loss will be sympathetically considered.
- 1.6.2. Should the musician be released for any exceptional reason from an engagement abroad, under the terms of clause 14 above, the Society may seek to arrange an exchange with a suitable musician from another orchestra, or to deploy the musician on appropriate administrative duties, without financial loss to the Musician.
- 1.6.3. Any other request for unpaid leave outside of the terms of Clauses 14 and 15, or following a decision by the Society not to release the Musician from his or her duties, may be granted at the sole discretion of the Society and will be calculated at 1/5th of weekly salary for each two session or concert day of unpaid leave, or 1/10th for each single rehearsal or recording. **Free Days and No call days occurring during a foreign tour will not be included in any salary deduction.**
- 1.6.4. **Travel Days will be included as part of any unpaid leave calculation and charged at 1/10th of weekly salary.**
- 1.6.5. Further to the above arrangements re unpaid leave, and with the agreement of the RSNO Management, in certain situations the Musician may be entitled to request Chosen Days in order to be released from foreign touring.