

AN AGREEMENT BETWEEN THE MUSICIANS' UNION AND THE ROYAL NATIONAL THEATRE FOR THE ENGAGEMENT OF MUSICIANS - effective from 1 April 2018 to 31 March 2019

The National Theatre recognises the Musicians' Union as the sole representative organisation for negotiating terms and conditions of employment for musicians, and strongly recommends that every musician and music director become and/or remain a member of the Musicians' Union throughout the period of this engagement

A. 1	ROOT BASIC REHEARSAL session rate (3 hours)	£73.27
A. 2	REHEARSAL on stage or in pit: (not including holiday pay – see G below)	
	(a) One or two instruments (Root basic rehearsal + 15%)	£84.26
	Three instruments (Root basic rehearsal + 30%)	£95.25
	Four instruments (on application to the Union) (Root basic rehearsal + 45%)	£106.24
	Five instruments (on application to the Union) (Root basic rehearsal + 60%)	£117.23
	(b) Overtime 1/12 individual rehearsal session fee per quarter-hour, up to a maximum of one hour. A new session after 1 hour.	
	(c) Extras payable for Rehearsals:	
	(1) Rehearsals in costume (10% of Root basic rehearsal rate)	£7.33
	(2) Where presence is required half-an hour before rehearsal: see 2 (d)(2) (1/6 of Root basic rehearsal rate)	£12.21
	(d) Music Director's Basic Rehearsal Session Rate (Root basic rehearsal rate + 50%) (payable for rehearsing with a band of three or more musicians)	£109.91
B. 1	ROOT BASIC PERFORMANCE session rate (3 hours)	£91.81
B. 2	PERFORMANCE or DRESS REHEARSAL on stage or in pit (including costume, memorising, and acting*but not including holiday pay – see G below) *Acting - where the musician is required to do more than appear on stage in his role as a playing musician, but is required to speak, react or move as a character (precluding simple exits and entrances)	
	(a) One or two instruments (Root basic performance + 15%)	£105.58
	Three instruments (Root basic performance + 30%)	£119.35
	Four instruments (on application to the Union) (Root basic performance + 45%)	£133.12
	Five instruments (on application to the Union) (Root basic performance + 60%)	£146.90
	(b) Overtime 1/12 individual performance session fee per quarter-hour for the first hour, 1/6 per quarter-hour thereafter.	
	(c) Extras payable for Performances and Dress Rehearsals:	
	(1) Where the musician is required to be present at the 'Half' for one or more of the following reasons: complicated make-up (i.e. other than basic 'face-and-hands'); complicated costume and the fitting of radio-microphones (1/6 Root basic performance rate)	£15.30
	(2) For being the sole musician in the production (1/5 of Root basic performance rate, added to Performance rate [B.1])	£18.36
	(d) Music Director's Root Basic Performance Session - Payable for performing with a band of three or more musicians. (Music Director's basic rehearsal session Rate plus the difference between the Root basic performance and Root basic rehearsal rates)	£128.45
	For an MD playing 1 or 2 instruments (B 2 (a) + difference between MD root basic and root basic performance (ie £105.58 + £36.64)	£142.22
	For an MD playing 3 instruments (£119.35 + £36.64)	£155.99
B. 3	EARLY CALL (up to one hour before performance time) (1 hour's overtime on Root basic Performance rate)	£30.60
C.	IN REPERTOIRE UPLIFT Following the Press Night performance, if a production continues for more than eight performances the musician's performance fee will be uplifted for the remaining performances of their engagement as detailed below. If a production leaves the repertoire having played less than eight continuous performances after the Press Night performance the uplift would be paid from the beginning of the next tranche of performances onwards and until the end of their engagement. The uplift is applicable to all productions that open after 1 st April 2018.	

	One or two instruments (Increased from £105.58)	£119.35
	Three instruments (Increased from £119.35)	£133.12
	Four instruments (Increased from £133.12)	£146.90
D.	COSTUME FITTING	
	(a) In rehearsal time	Nil
	(b) If immediately before or after a rehearsal per quarter-hour, up to maximum of 1 hour	£6.11
	(c) At any other time, at musician's convenience (1/3 Root basic rehearsal session rate)	£24.42
E.	PORTERAGE As per the prevailing MU / BPI Agreement.	
F.	SUNDAY PERFORMANCES	
	Weekday performance rate plus an additional minimum payment	£78.87
	If this payment represents less than 66% of the ordinary weekday performance fee (as for instance in the case of an MD quadrupling) the payment will be adjusted accordingly This fee is subject to holiday pay – see G below.	
G.	STATUTORY HOLIDAYS and FROM MIDNIGHT to 8AM	Double the appropriate session rate
H.	HOLIDAY PAY 12.07% of rehearsal & performance fees and overtime (not including portorage) to be paid along with pay.	
I.	TOURING AGREEMENT (ie. Booked by the National Theatre. Commercial Touring is paid as per clause K)	
	(a) Touring allowance per 24 hours' absence from London (Agreed separately to maintain Company parity)	£56.21
	(b) Touring premium per rehearsal (1/4 Root basic rehearsal session rate) per performance (1/4 Root basic performance session rate)	£18.31 £22.95
	(c) Supplement for non-working days (Root basic rehearsal session fee) (rest-days and/or obligatory travel days)	£73.27
	(d) Sound-check on tour (early call rate plus 25%) Payable for a 1-hour lunch-time sound-check (anytime between 12.30pm and 2.30pm) on a day when an additional rehearsal is called. The sound-check will be paid as a full three-hour rehearsal when (1) no other rehearsal is called between the sound-check and the evening performance; or (2) when the sound-check lasts more than 1 hour	£38.25
	(e) Performance times It is agreed that performance starting-times on tour will be regarded as flexible, in that they may be changed from the advertised curtain-up times, subject to the following conditions: (1) that at least three hours' notice be given of a new curtain-up time, with the onus on Stage Management to ensure that all the musicians are informed; and (2) that no loss of earnings is incurred (apart from the possible overtime which would have resulted from a starting-time which is later than that advertised).	
J.	RECORDING SESSION Where practicable, the National Theatre agrees that all recording will take place in the UK. Recording session fees will be paid as per the prevailing MU / BPI Agreement and recording usage fees (also known as repeat fees or live backing track fees) will be paid per performance at a rate of £29.46 for up to 20 minutes of music.	
K.	NTLIVE As per Appendix E '18.a 30+ players (per hour)' of the prevailing MU / PACT Agreement. (Combined Use Fee)	
L.	WEST END TRANSFERS AND COMMERCIAL TOURING. Musicians will be contracted by National Theatre Productions under the prevailing MU / SOLT Agreement for the West End or per the MU / UK Theatres Agreement for commercial touring.	
M.	PENSION SCHEME As per the MU / NT Pension scheme (Musician 4.5% / NT 4.5%)	
N.	ELECTRONIC INSTRUMENTS Instruments and devices incorporating pre-recorded sounds or providing sounds by electronic means can be used provided they do not replace or reduce the employment of conventional instrumentalists on engagements carried out under this agreement where conventional instrumentalists may reasonably be expected to be used.	

- O. ARCHIVE RECORDINGS** The National Theatre has the right to make or cause to be made recordings of the production for the purposes of the Theatre Museum Library and the National Theatre's Video Archive, or for work preparatory to signed or audio-described performances. It is expressly understood that at no time shall the Theatre use or permit the use of such recordings to be played in public or sold, nor should they be used other than for library or Archive purposes or preparation for signed or audio-described performances. It is agreed that the Musicians' Union will be supplied with the names of all musicians playing for such recorded performance.
- P. DEPUTIES** All parties recognise the usefulness of a well-managed deputies procedure. Rules for deputising must be reasonable and developed between all parties (including the MU where necessary). Depending on music and production requirements, once a production has settled there could be flexibility on the number of deputies within a band and the percentage of shows that are "depped" out.
- Q. ELECTRONIC PRESS KITS (EPK)** The National Theatre may contract a musician for a standalone filming call of up to three hours duration, paid at the 3 hour performance rate, for which 10 minutes, completed, edited content can be captured for the express purpose of promoting, publicising and advertising the National Theatre production only. If filming takes place at an already scheduled call a double performance fee shall be paid.
- R. EDUCATION WORK** Musicians may be asked to take part in the National Theatre's Learning programme during their engagement. This programme ranges from workshops and discussions to various types of courses. Subject to the musician's availability, this will be paid as a Root Basic Performance rate. (ie. Up to three hours with fifteen minute break).
- S. ABSENCE FROM REHEARSAL OR PERFORMANCE** All absences from rehearsal or performance must be advised to National Theatre Music Department in advance of being taken. Absence due to sickness must be certificated in all cases. The musician is required to provide a completed self-certificate for absences of no more than 7 days. Longer periods of absence must always be certificated by a medical practitioner. Except in exceptional circumstances, certificates should be supplied to management within 4 days of the absence starting. Providing the musician adheres to the certification requirements above, they may be eligible for sickness absence pay as follows:
- During rehearsal periods, no payment will be due.
 - During performance periods, the musician will be entitled to a payment equivalent to their contractual rehearsal fee per missed call for four performance weeks providing the production they are engaged to play on is scheduled for performances. Payment will not be made for periods when the show is out of the repertoire or after the contract end date.
 - In the case of sickness absence lasting longer than four continuous weeks, the National Theatre reserve the right to review the musician's health to assess the likelihood of them being able to perform within a reasonable timescale. No decision will be taken to terminate the engagement due to sickness absence without a formal meeting to consider the musician's views and any medical evidence. Should the National Theatre subsequently decide to terminate the engagement, the musician will be paid in lieu of notice. If the National Theatre conclude that a return is imminent and the production has returned to the repertoire, they will process any sickness absence payment until the musician's return and up to a maximum of two further weeks. Any further absence will be unpaid and a further health review will be undertaken.

APPENDIX A:

MUSIC IN NATIONAL THEATRE PUBLIC SPACES

Minimum for performance lasting no longer than 90 minutes

£91.06

Car Parking for up to 2 cars is provided.

Essential Transport Supplement: When the use of a car is essential for the transporting of instrument(s) for an engagement in the any public space of the National Theatre, a supplement, equivalent to the current tfl charge, will be paid per car (but not on weekends, Bank Holidays or after 1800 on a weekday)

APPENDIX B: FRONT OF HOUSE POP UP MUSIC

Where 'flashmob' music is required Front of House, musicians already engaged for a National Theatre performance may, subject to their availability, be called to perform for up to 30 minutes, one hour and 30 minutes before their scheduled curtain up time. This will be paid at the Early Call rate (B.3) + 50% **£45.90**

'Flashmob' music may be filmed for NT promotional purposes as per Clause 17(a)(i) of the prevailing MU/PACT Agreement (Short Item fee of £104.15 for ten minutes of edited audio visual content).