

AGREEMENT between BIRMINGHAM ROYAL BALLET (hereinafter “BRB”) and the MUSICIANS’ UNION (hereinafter “the Union”) covering the minimum terms and conditions for the employment of any member of the Royal Ballet Sinfonia (hereinafter “the Musician”).

1. Date of Agreement

The terms and conditions set out in the Agreement shall come into effect on 1st April 2020.

2. Duration of Agreement

The agreement will next be reviewed on April 1st 2021. The Musician is recognised as having continuous employment.

3. Union membership

Birmingham Royal Ballet recognises the Musicians’ Union as representing musicians employed with the Royal Ballet Sinfonia.

4. Incorporation of standard terms

This Agreement incorporates the General Conditions of Employment for BRB employees.

5a. Guarantee

An annual contract with the Royal Ballet Sinfonia will guarantee the Musician thirty-five weeks paid work between the Monday nearest to April 1st and the Sunday nearest to March 31st on the following terms and conditions:

- i) The 35 weeks of work guaranteed are recognised in units of a half week or a full week: a half week being three, four or five calls and a full week being six or more calls.
- ii) All work (including rehearsals, performances, concerts and recordings) booked by the Royal Ballet Sinfonia Orchestra Management qualifies as guaranteed employment.
- iii) An additional 3.5 weeks and 2/3 week mid season payment to be paid over a period of 4 weeks, the timing as determined by BRB. This replaces the 10% payment in lieu of holiday that was outlawed by the Working Time Directive in 2007.

5b. Guarantee payment

In the event of BRB being unable to offer the Musician a total of thirty-five weeks of employment as defined in Clause 5a (i) above, BRB shall pay to the Musician at the end of the twelve month period (or by part payment during the year at the discretion of BRB) one week (or half week) at his or her basic rate (excluding allowances without effect on paid holiday entitlement) for each week (or half week) by which the total of work offered falls short of thirty-five provided that:

- i) The Musician has been a member of the Royal Ballet Sinfonia for the full twelve month period (from April 1st to March 31st) covered by the Guarantee (hereinafter 'the Period').
- ii) In the event of the Musician being absent (subject to the provisions of Clause 12 below) from any cause during the Period, any weeks (or half weeks) of guaranteed payment which may be due to the Musician at the end of the Period shall be reduced by the percentage number of calls not taken up over the Period. The calculation for deductions will be:

$$\frac{\text{no. of sessions taken off}}{\text{total no. of sessions in the Period}} \times \text{Guarantee payment due}$$

Weeks of paid certificated sickness (as defined in the general terms and conditions of employment) shall not count as work not taken up for the purpose of calculating guarantee payment.

6. Minimum Salaries

The minimum basic weekly salaries shall be as set out in Appendix A of the Agreement. Single calls (of up to and including 5 in any one week) shall be calculated at the rate of 1/6th of the Musician's basic weekly salary.

The Musician's salary shall be paid weekly by credit transfer to a bank account.

7. Basic Hours of Work

The minimum basic salaries paid to the Musician shall cover his or her services as required for:

- i) A maximum of eight calls per week on any of the six weekdays Monday to Saturday inclusive. The word 'calls' shall include matinee and/or evening performances and/or rehearsal and/or concerts and/or recordings lasting a maximum of three hours each.
- ii) All travel for up to 20 weeks' performances in the UK (not including London performances) per guarantee year. Any travel for Birmingham/UK touring weeks in excess of 20 in one guarantee year shall count towards the eight calls per week detailed above. Any such travel time in excess of the basic hours of work will be paid according to Clause 9 iv.
- iii) Up to six Sunday sessions per guarantee year (with up to two sessions per Sunday), scheduled in London or Birmingham, subject to three months' notice. If a Sunday session in Birmingham is followed by performances on tour (outside London), there will be two free days between the Sunday session and the next call to work, and a return rail fare to London will be paid. If a Sunday session falls on the day before a statutory holiday, the number of calls under Clause 7 in the week following shall be reduced by one. If the following week is a non-working week, a payment equivalent of a three-hour call will be made. This will be in addition to the provisions of Clause 12. No working sessions shall be scheduled on Christmas Day or Easter Sunday.
- iv) An additional six Sunday sessions making a total of 12 sessions (London and Birmingham only) can be scheduled in accordance with the following conditions:

- Additional Sundays cannot be used in a tied week, or tied to any preceding/following work
- The total number of Sunday sessions (12) is to be used over a maximum of 8 Sundays
- A maximum of 6 Sunday sessions from the 12 can be scheduled for Birmingham Royal Ballet calls in London or Birmingham

All 12 Sunday sessions to be paid at double time

The working week shall be deemed to start on Monday

8. Notice of Weeks of Employment

- i) Provisional notice of weeks of employment as defined in Clause 5a above will be given as follows:
 - a) For the months from April - September inclusive: by October 1st
 - b) For the months from October - March inclusive: by May 1st
- ii) The final schedule giving confirmation of weeks of employment as defined in Clause 5a above will be given not less than four clear weeks before the commencement of the said week of employment.
- iii) In the event of provisional notice not being given as in (i) above, but work being announced and confirmed at four clear weeks' notice, such work not taken up and therefore unpaid shall count as a week worked by the individual for the purposes of calculating guarantee payment (i.e. no percentage deduction will be made for such weeks or half weeks).
- iv) A week (or half week) of employment cancelled at less than four weeks' notice will be paid at the Musician's basic rate as set out in appendix A (excluding allowances but including holiday pay) and thus form part of the guarantee as defined in Clause 5a above. It is understood that this will apply to any employment cancelled at less than four weeks notice irrespective of the number of weeks worked in the year.

9. Additional Payments

Payments in addition to a Musician's basic salary shall be made on occasions as follows:

- i) **Extra calls**
one eighth of the Musician's weekly salary shall be payable for any calls worked in addition to those covered by Clause 5 (Basic hours of work) of this agreement.
- ii) **Seating calls**
A seating call may be called at each change of venue and/or programme. A seating call shall mean a call to be scheduled within three hours of a performance for a change in programme and/or venue. The purpose of a seating call shall be for arranging the layout of the pit, for playing to balance sound and for up to 30 minutes of rehearsal. These calls shall be paid at the basic hourly rate and form part of the basic hours of work.

iii) **Overtime**

a) Calculation of overtime

The Musician's single-time quarter-hourly rate shall be calculated by dividing the Musician's weekly salary by ninety-six. Such single time quarter-hourly rate shall be paid for each fifteen minutes or part thereof worked in excess of three hours on any session.

b) Overtime on rehearsals

Notice of extension to a rehearsal shall be given not less than four weeks in advance of the rehearsal, except in the case of a final dress (general) rehearsal when the advertised finishing time of the rehearsal may be varied provided seven clear days' notice is given. Overtime on rehearsals will be paid at time and a half per half-hour.

c) Overtime on performances

Notice of overtime on a performance will not be required. Performance overtime will be paid at time and a half per quarter hour.

iv) **Travel Time**

Travel time provisions do not apply to concert work or to the time that a Musician is required to spend on travel for the first 20 weeks of work in Birmingham or UK touring (except London) in any guarantee year. Should a musician perform for BRB or the RB outside London for more than 20 weeks in a year, the time spent travelling in these additional weeks shall be treated as working time and shall count towards the basic hours of work, subject to the following:

a) Travel time in excess of the basic hours of work will be paid at single time per ½ hr or part thereof at Tutti rate.

b) Travel on Sunday will be paid at double time per half hour or part thereof at Tutti rate.

c) The mode of travel will be determined by the Management and the time of the journey calculated according to the appropriate time-table (e.g. British Rail, coach, air)

v) **Sitting up**

Any Musician required to sit up to a higher tier of pay will receive no less than the minimum session rate applicable to that tier.

10. **Doubling**

i) Birmingham Royal Ballet shall be entitled to engage a Musician to play two instruments, other than percussion, provided that:

a) Both the instruments are named in the Musician's contract,
and

- b) the Musician receives a weekly payment in addition to his or her basic salary equal to 10% of the minimum salary set out in Appendix A of the Agreement applicable to his or her position in the Orchestra (Principal, Sub-Principal, Tutti).
- ii) A Musician doubling when not contracted to do so will be paid an additional fee of 10% for each double for the session(s) in which he/she is required to double.
- iii) In the case of percussion players:
 - a) There shall be deemed to be four categories of percussion instruments as listed below and the instruments in each category shall be collectively treated as one instrument, except in the case of Category 2 when only a maximum of three instruments therein may be treated as one instrument;
 - b) instruments in any one category at not less than the minimum salary applicable to his or her position in the Orchestra and in addition any one or more of the instruments in the remaining three categories, subject to the provision in respect of Category 2 set out in (a) above, and subject to the Musician receiving a payment in accordance with (i) or (ii) above as appropriate;
 - c) If a Musician is engaged under Category 1 below to play timpani and tubular bell, Birmingham Royal Ballet shall provide him or her with the same if the Musician is unable to provide them.

Category 1

Basic Percussion Kit, Bass Drum, Snare Drum, Tom-toms, Cymbals, plus the usual small accessories and reasonable effects (including castanets and tambourine) plus one timpani and one tubular bell

Category 2

Tuned Mallet Instruments, Glockenspiel, Marimba, Tubular Bells, Vibraphone, Xylophone

Category 3

'Latin American' rhythm instruments including claves, maracas, bongos

Category 4

Timpani up to a maximum of four

11. **Absence**

The Musician shall not without the prior permission of the Orchestra Management appoint or send any substitute or deputy for any performance or rehearsal nor shall he or she be absent from any performance or rehearsal which he or she is required to attend except in consequence of illness or physical incapacity (certified by the production to the Orchestra Management of a certificate from a fully qualified medical practitioner). Where a Musician is absent through illness or accident the engagement of an extra shall be a matter solely within the discretion of the Orchestra Management.

12 **Calls on Statutory Holidays**

All calls as defined in 7ii on statutory holidays shall be payable at double time.

If the Musician is not required to work on a Statutory Holiday the number of calls under Clause 7 (Basic Hours of Work) in the week in which such Holiday occurs shall be reduced by one.

Statutory Holidays shall be as defined in the General Conditions of Employment.

Where (as in Scotland) Statutory Holidays occur on different dates to those listed above the Statutory Holidays shall be those dates applicable to England.

Where Statutory Holidays occur in non-working weeks, a payment of the equivalent of a three hour call (1/6th of basic week) will be made for each such day.

13 **Scheduling and duration of calls**

i) **Rehearsal Scheduling**

Rehearsals in London will normally be called between the following times:

10:00 - 13:30

14:00 - 18:00

18:00 - 23:00

Time outside these limits will be paid as rehearsal overtime under clause 9iii (additional payments). This clause will not apply to performances or to rehearsals on tour.

ii) **Starting/Finishing Time of Calls**

The Musician shall attend in person and be seated, tuned and ready to play at the stated time of the performance or rehearsal except for Special Performances when the Musician will be notified by the Orchestra Management of the time for seating, and will be paid from that time.

In the case of a performance the Musician shall remain in the pit until 'house lights' and that time will be deemed as the end of the call for the purpose of calculating any overtime payment due.

iii) **Rehearsal breaks**

There shall be an interval of not less than five minutes per hour worked, or part thereof, to be taken no later than half way through the rehearsal unless by prior agreement between the Conductor and the Orchestra. In the case of a four-hour call no less than two breaks shall be taken - the first being taken no later than one and a half hours from the beginning of the rehearsal.

iv) **Captive Time**

Rehearsals at venues outside London will not normally be scheduled before 2.00 pm on Mondays in any week, unless preceded by a London rehearsal period.

14. **Lay-out**

The seating lay-out of the Orchestra shall be at the discretion of the Orchestra Management.

15 Touring

- a) BRB is entitled to require the Musician to tour in the UK and overseas, provided that:
 - i) When on tour in the UK the Musician shall be paid in addition to his or her weekly salary a touring allowance in accordance with the MU/UK Theatre agreement.
 - ii) In the event that a Musician on tour in the UK is required by BRB to remain in one venue for more than two complete weeks, he or she shall be provided with a return Standard Class or concessionary rail fare to London from the venue.
 - iii) For payments relating to overseas work see General Conditions of Employment.
 - iv) For Concert engagements the subsistence allowance and/or payments for late return and/or distance and travel payments as agreed between the MU and the ABO shall apply.
- b) The requirement, quoted under Touring in the General Conditions of Employment, for employees to stay within fifteen miles of the theatre in which the Company is performing while on tour does not apply to members of the Royal Ballet Sinfonia.

16. Travel and Transport of Instruments and Baggage

- i) Travel outside of London will be paid as detailed in Appendix E Section 4a.
- ii) Payment of extra nights per diem will be triggered if called before 2pm in venues in excess of 150 miles from London
- iii) If transport is not provided BRB will pay the Musician portorage at the rate set out in appendix B for the following instruments: harp, double bass, timpani, percussion, cello, tuba, contra bassoon. The Musician is under no obligation to use the transport provided by the management.

If transport is not provided BRB will pay the Musician portorage at the rate set out in appendix B for the following instruments: harp, double bass, timpani, percussion, cello, tuba, contra bassoon. The Musician is under no obligation to use the transport provided by the management.

17. Use of Recorded Music

Birmingham Royal Ballet shall not without the Union's prior consent use or approve the use of any recorded music in substitution of the performance or rehearsal required of the Musician under his or her contract.

18. Television broadcast relay or recording session/archive recordings

- i) Payment for each television broadcast relay or recording shall be made at not less than the rates currently in operation and approved by the Union for such services.
- ii) Gramophone recording sessions may take place within the qualifying weeks or half-weeks which make up the guaranteed term of employment (at present 35 weeks) and shall attract a premium of 50% of the appropriate BPI/MU rate (listed

orchestra or general). Where the total number of sessions of Company work or recording work exceeds eight calls, any further recording sessions will be paid at the full BPI/MU rate, and it will be the recording sessions that will be considered the extra sessions. All other terms and conditions will be as set out in the current BPI/MU agreement. The aggregate fee (salary + 50% of BPI rate) should not be less than the full appropriate BPI rate. The General BPI/MU rate will apply when non-repertoire music is recorded. This arrangement shall be regarded as a supplement to the main body of work undertaken by the Royal Ballet Sinfonia, which is playing at live ballet performances.

- iii) BRB is entitled to make an archive recording of each production in accordance with the MU/ROH code of practice dated 14 July 2004.
- iv) BRB is entitled to arrange for the recording and transmission of the Royal Ballet Sinfonia's work in accordance with the MU Code of Practice for News Access dated June 1999, with the additional provision that no musician shall refuse consent for a recording, provided that the terms of the Code are complied with.

19. Press/Media

The Musician shall not, except with the consent of BRB, claim to represent the Management of Birmingham Royal Ballet or of the Royal Ballet Sinfonia in any public statement.

20. Force Majeure

No salary shall be payable for any days upon which any theatre, at which the Orchestra may or should be rehearsing or performing, is closed by reason of Royal Demise, National Mourning, enemy action, fire, strikes, lock-outs, or by reason of the order of any licensing or other public authority having jurisdiction, or for any cause beyond the control of the Management.

21. Company/Theatre Rules

- i) The Musician shall at every theatre visited provide the Orchestra Management with details of a local address and contact telephone number.
- ii) All notices referring to the Orchestra in general shall be placed on the Orchestra notice board, and the placing of such notices shall be deemed to be valid notice to every member of the Orchestra.
- iii) The Musician shall comply with and conform to the rules of any theatre in which the Orchestra may be rehearsing or performing and all rules made by Birmingham Royal Ballet excepting where such rules and regulations are contrary to the terms of the Agreement or incompatible with his or her membership of the Union.

Signed: *Claire Owen*

on behalf of Birmingham Royal Ballet

Date: 2 July 2020

Signed: 

Jo Laverty

on behalf of the Musicians' Union

Date: 23 June 2020

Appendix A

Minimum Rates of Pay 2020/21 financial year

1	Tutti	£562.14
	Sub-Principal	£576.00
	Principal	£595.26

2 Single session rate for up to and including 5 in any one week:

Tutti	£93.68
Sub-Principal	£95.97
Principal	£99.18

Appendix A (i)

Royal Opera House Payments

The following additional payments apply when members and extra players work at the Royal Opera House solely for the Royal Ballet or Royal Opera:

If employed on a weekly basis (i.e. payments of 1/8th of weekly basic per 3 hour call) an additional £45 per 3 hour call will be paid

If employed on a non weekly basis (i.e. 1/6th of weekly basic per 3 hour call) an additional £25 per 3 hour call will be paid

Should the call run into overtime, rates as detailed in the body of this agreement i.e. double time on Sundays and Bank Holidays will be applied to the basic session rate only. The additional payments of £45 and £25 will not be subject to overtime payments.

The Media Agreement for the Orchestra of the Royal Opera House will apply to all sessions performed with the Royal Ballet and the Royal Opera.

Appendix B

Porterage rates

Cello	£11.26
Contra Bsn	£11.26
Double Bass	£15.68*
Tuba	£15.68
Harp	£54.76

*Special rate £17.29 for contract work in Central London (basses only)

Appendix C

Audition Panels

1. Panels for auditions will comprise the following members to a maximum of eight:
 - a) The Music Director or his nominee, usually to be the principal or staff conductor.
 - b) The designated panel from the Orchestra, to be nominated by the Management from the accompanying list.
 - c) A maximum of two additional members of the Orchestra to be elected by ballot by the Orchestra members.
 - d) In addition to the eight panel members the Music Administrator or the Orchestra Manager will be present at all auditions and panel meetings in a non-voting capacity.
2. The panel must be in place for the first round of auditions and remain so (allowing for “force majeure”) throughout the appointment process.
3. An Independent Assessor may be invited to be a member of the panel if deemed necessary by the Orchestra Management.
4. In the event of a member of the Orchestra applying for a position they must apply by the published closing date as failure to do this may adversely affect the constitution of the panel.
5. In the event of a designated or elected orchestral member presenting good reason to, and subsequently being allowed to, withdraw from the panel, the decision to replace him/her shall be at the discretion of the panel members. Any replacement shall be nominated and elected by the Orchestra.
6. All decisions on the offering of trials or permanent appointments will rest with the Orchestra Management and the Music Director (or his nominee) in consultation with the panel. In the event of there being an equality of votes for or against a candidate the Music Director, or his nominee, shall have, as well as his normal vote, a casting vote.

COMPOSITION OF PANELS

The management will nominate a maximum of five people from the following lists.

Leader

All string principals or, in the event of their non-availability, a sub-principal. Decisions on the appointment of the Leader will include consultation with all Principal members of the Orchestra.

Section Principals, Principals and Sub-Principals (except Harp, Timpani and Percussion)

All the other Principals of the relevant family (i.e. strings/wind/brass) and sub principals of the relevant family.

NB In the case of the Horns there shall be at least two representatives from the Wind and two from the brass section.

Tutti

Principal and Sub-Principal members of the section, one other section member and one other string principal or sub-principal.

Harp

The leader, or acting leader, and principals of the Orchestra.

Timpani

The Leader, or acting Leader, the Principal and Sub-Principal Percussion and two Principal Brass players.

Percussion

The Leader, or acting Leader, the Principal Timpanist, the other member of the percussion department and two Principal Brass players.

Appendix D

Orchestra Pension Scheme

1. Payments

BRB will make regular contributions from salary as agreed between the MU and BRB, based on the rates listed below to each qualifying Orchestra Member. The contribution will be paid into the Orchestra Member's choice of either: the (MU) Aviva Scheme (or whichever MU scheme applies from time to time); or the BRB employer scheme with Scottish Widows (or whichever employer scheme applies from time to time), as applicable, in the Member's own name.

2. Notes

a) BRB contributions will be paid as per Appendix D clause 1 and the contribution rates set out in Appendix D clause 4.

b) Rates of contribution are based on an average of the 3 tiers of rates of pay as shown below.

c) Members wishing to take advantage of this scheme or in need of further information, should consult the HR team.

3. Contribution rates

Age	Musician	BRB	Total Contribution
Up to 39	4%	5.5%	9.5%
40 to 49	5%	7.5%	12.5%
50 to 59	5%	10.0%	15.0%
60 to 64	5%	12.5%	17.5%

The higher age contributions will apply with the payment next after the musician reaches the trigger age.

4. With effect from 1 April 2020 qualifying members may opt for an alternative BRB pension contribution based on 5% of ACTUAL annual basic pay into either qualifying scheme (employer or MU) Members are advised to take independent financial advice before they decide which to select.

5. Life Assurance

Members contributing to either of the qualifying schemes at Appendix D clause 1 receive the benefit of 3 x Life Cover provided by Met Life (or whichever employer scheme applies from time to time) in the event of death in service.

Appendix E

Extras

Definition of Extras

- 1) Musicians employed by the management to increase the size of the orchestra above 46 when required (venue/rep dependent)
- 2) Musicians employed by the management to replace members in the case of sickness.
- 3) Musicians employed by the management to cover vacant positions.

Definition of Deputies

Musicians employed by either the management or individual members of the orchestra to replace members of the orchestra released by BRB.

Payment for extras

1) Basic pay for all work (6-8 sessions London, Touring,)

Tutti	£509.52
Sub Principal	£523.85
Principal	£543.57

1-5 calls in a week paid at 1/6 per call

Tutti	£84.92
Sub Principal	£87.31
Principal	£90.60

2) Additional payments (OT/Extra sessions/Seating calls/doubling/porterage)

Calculated on same basis as for full members of the orchestra

3) Sundays

Sunday work will be paid at double-time.

4) Expenses

- a) Mileage for the travel payment will be calculated from Charing Cross to the venue as detailed in the examples below:

Salford 412 return, Plymouth 475 return, Sunderland 554 return, Birmingham 234 return

The travel payment (mileage) rates from 1 April 2019 will be 24 per mile.

The travel payment (mileage) rates from 1 April 2020 will be 25p per mile. The mileage rate will be negotiated separately each year.

- b) Travel Time / Sunday Travel

Travel time in excess of the basic hours of work will be paid at single time per half hour or part thereof at Tutti rate

- c) Travel on Sunday will be paid at double time per half hour or part thereof at Tutti rate

- d) Touring Allowance

- i) Up to & including 5 days

Single performance rate as per UKT Opera/Ballet Touring Agreement payable per day as appropriate.

- ii) For 6/7 days per week

Weekly rate payable as per UKT Opera/Ballet Touring Agreement

5) Concerts

Fees and expenses for the above will be paid in accordance with the ABO/MU agreement.

6) Recordings

Players engaged to deputise in or augment the orchestra for recording sessions shall be paid the full current BPI/MU listed orchestra or general rate as appropriate to their position in the orchestra.

Appendix F

DRESS CODE

GENTLEMEN:

black trousers with either a) smart black shirt
 b) black roll neck jumper
black shoes
black braces (if required)
jeans and/or T - shirts are not acceptable

LADIES:

black outfits
black shoes
jeans and/or T - shirts are not acceptable

On occasions dinner jackets or tails will be worn as determined by the type of event or promoter

As a general point please note that ‘black’ means ‘black’ and not faded or ‘almost black’.

The management have the right to inform an individual if it is felt that his/her outfit is not deemed to be suitable