



English National Opera
and
The Musicians' Union

Orchestra Agreement

Dated – 4th November 2021

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This agreement is dated: 1st November 2020

Between:

- (1) ENGLISH NATIONAL OPERA of London Coliseum, St Martin's Lane, London WC2N 4ES ("ENO" or "the Company"); and
- (2) THE MUSICIANS' UNION of 60-62 Clapham Road, London SW9 0JJ ("Musicians' Union") on behalf of the members of the orchestra of ENO ("Orchestra")

IT IS AGREED AS FOLLOWS:

1. Definitions

For the purposes of this agreement the following definitions apply:

"Bank Holiday" means a day officially designated as a public holiday in the United Kingdom;

"Chamber Opera" means music written for the whole work by the composer for only 1 player to each and every part and for a group of 13 players or fewer. For the avoidance of doubt, keyboard players are counted as players.

"Chamber Music" means music written for the whole work by the composer for only 1 player to each and every part and for a group of 13 players or fewer and not conducted. For the avoidance of doubt, keyboard players are counted as players.

"Contract of Employment" means the contract of employment between the Company and each individual Musician;

"Contracted Hours" means the hours that a Musician is contracted to work for the Company under this agreement;

"Final S&O" means the final stage and orchestra rehearsals of a production that are intended to be a pre-dress rehearsal run;

“Free Day”	means a day (from one midnight to the next midnight) on which the Musician cannot be scheduled by the Company to work and is a day that may not be used by the Company as travel time or for any other call on the Musician’s services;
“Music Director”	means the person designated, from time to time, by ENO as Music Director;
“Musician”	means an employee who is designated as a member of the Orchestra;
“Orchestra Manager”	means the person designated, from time to time, by ENO as Orchestra Manager;
“Split Days”	means days in which there is a scheduled session in the morning and one in the evening with no scheduled session in between the two.
“E&D Rate”	means the current freelance rate as per the ENO / MU Freelance agreement inclusive of holiday pay.
“Non-Playing Hours”	means any hours credited to the Musician forming part of their annual allocation but not defined as duties under Clause 6.
“Non-Opera”	means all other genres of music other than a fully-staged operatic performance at the London Coliseum.
“Core Opera Work”	means a fully-staged operatic performance produced by ENO at the London Coliseum.
“Non-Call Day”	means a day (from one midnight to the next midnight) on which the Musician cannot be scheduled by the Company to work and is a day that may not be used by the Company as travel time or for any other call on the Musician’s services, these are not counted as part of the annual Free Day allocation

“Transition Week”	means a week in which there is a mixture of Opera and Non-Opera work, or a Touring week.
“Cards”	means the advance annual schedule produced by the Company.
“Concert Day”	means a rehearsal tied to a concert performance on the same day
“Long Show”	means a performance that is scheduled to run for more than 4 hours.
“Annual / Season”	period of 52 weeks starting at period 1 as indicated on the cards

2. **Precedent**

No previous benefit, agreement or working practice between ENO and the Musicians’ Union will be regarded as precedent to be applied to this agreement or future working practices.

3. **Duration of agreement**

This agreement is effective from the 1st November 2020 and will continue in force until terminated in accordance with clause 33 or until revised by agreement in writing between ENO and the Musicians’ Union.

4. **Financial provisions and Orchestra structure**

4.1 The financial provisions of this agreement are outlined in Schedule 1.

4.2 The current Orchestra structure is set out in Schedule 2.

5. **Place of work**

5.1 The primary place of work for the Musicians is London Coliseum, St. Martin’s Lane, London, WC2N 4ES.

5.2 In addition to the place of work under clause 5.1 and subject to clause 8 the Musician is required to work in any place as scheduled by the Company.

6. Duties

- 6.1 The Musician shall be required to rehearse and perform in any type of work including but not limited to:
- (a) Opera
 - (b) Ballet
 - (c) Music theatre
 - (d) Concerts
 - (e) Chamber Opera and Chamber Music, subject to the provisions of paragraph 4 of Schedule 1
 - (f) Recordings in any format, subject to clause 14
 - (g) Broadcasting in any format, subject to clause 14
 - (h) Touring, subject to clause 8
 - (i) Learning and Participation (L&P) – all outreach and education work.
 - (j) Development – all fundraising and corporate relationships.
- 6.2 The Musician shall be in his or her place and be ready to play at the time fixed for the commencement of the rehearsal or performance and shall not be absent from any part of such rehearsal or performance without the prior consent of the Orchestra Manager.
- 6.3 The end of the performance shall be deemed to be at curtain down or the end of the curtain call music after curtain down (if applicable), but out of courtesy the Musician shall remain seated until the conductor's first curtain call.
- 6.4 Tiers
Musicians shall be engaged to play in one of the following tiers:
- (a) Section Principal
 - (b) Principal
 - (c) Co-principal
 - (d) Sub-principal
 - (e) Tutti
- 6.5 Musicians engaged as Section Principal, Principal or Co-principal shall be required to play principal parts in their respective instrumental group. Co-principal string players are required to lead the relevant section when requested to do so.
- 6.6 Sub-principal players are required to play in higher positions in the relevant section which may include leading the section when requested by the Orchestra Manager and/or the Music Director having taken into

account, with the Musician, the artistic considerations relating to the repertoire provided that if the Musician's Contract of Employment shall include the requirement to lead the section this sub-clause regarding leading shall not apply.

- 6.7 If requested by the Orchestra Manager and/or Music Director Tutti players:
- (a) will be required to play Sub-principal in their relevant sections; and
 - (b) will, subject to mutual agreement, play Co-principal in their relevant sections.
- 6.8 Where a Tutti player or Sub-principal player sits in a higher tier such Musician shall be paid the difference between the rate for the relevant higher tier and the Musician's actual rate of pay for the relevant hours subject to clause 15 in respect of long-term absence.
- 6.9 Where a Co-principal player leads a section such Musician will be paid as follows:
- (a) in the event that a Co-Principal leads an entire production, the Co-principal shall be paid the Published Section Principal Rate for the relevant sessions. The Section Principal shall cover the total costs if they bought out of the entire production, in accordance with clause 18.3;
 - (b) in the event that the Section Principal is N/A for individual sessions or the absence of the Section Principal is due to illness (other than long-term absence which is covered under clause 15) the Co-principal shall receive no additional payment;
- 6.10 Violinists may be transferred from either violin section to the other on a temporary basis in order to maintain the required balance between the first and second violin sections, subject to mutual agreement with the Musician and the relevant Section Principals. Premium payments will be made in the following circumstances:
- 6.11 Doubling
- (a) Contractual doubling
- The Musician's Contract of Employment will specify those instruments, in addition to their primary instrument, that the Musician is required to play. Such additional instruments will either

be bought out in the Contract of Employment with an agreed enhancement to the salary or if not bought out, will be paid in accordance with Schedule 3 and Clause 5 of Schedule 1.

(b) Non Contractual doubling

Where an instrument is not covered in a Musician's Contract of Employment, playing it will be by mutual agreement and payment shall be in accordance with Schedule 1

(c) Doubling payments

Detailed as per Schedule 3 and paid as per Schedule 1. Any instruments that do not fall in these categories will be categorised in consultation with the Musicians' Union and players concerned.

(d) Instrument hiring fees to be negotiated in advance. If no agreement is made then the Company will endeavour to provide an instrument.

(e) There is no financial limit on doublings, however more than two doublings may involve discussion and negotiation with the Orchestra Manager.

(f) A player may only do a maximum of 3 extra doublings/groups of doubling (i.e. main instrument + 3 extra "doubles").

(g) In pieces where it is designated in the score that you play an instrument that is not in your instrument group, this will be discussed and negotiated with the Orchestra Manager.

(h) In pieces where it is designated in the score that musicians shall be requested to sing for effect purposes, this will not result in a doubling fee. Singing parts must be simple in nature and it will not be used to evaluate the performance of the musician.

6.12 Stage bands

(a) Musicians may be required to perform in stage bands, either on or off stage, as the work demands and payment for such work shall be in accordance with Schedule 1.

(b) In the event that a Musician is required to play an instrument on stage, in view of the audience the Company may ask the Musician

to agree to: (i) remove facial hair (beards, moustaches etc) for a particular production; or (ii) have his/her hair cut or styled.

- (c) In the event that a Musician appears in costume for a production the Musician may be required to have his/her photograph taken in costume/wig/makeup for wardrobe/production record purposes. This may occur during a costume rehearsal or a performance.

6.13 The Leader has overall responsibility for orchestral discipline during rehearsals and performances.

6.14 Musicians engaged as Section Principal are responsible for the Musicians within their section in all matters concerning discipline during rehearsals and performances.

6.15 Musicians engaged as Section Principal or Principal shall be required to attend any meeting called to discuss bowing or general technique. They shall also be responsible for ensuring that the parts within their section are correctly marked.

6.16 Attendance at auditions/meetings regarding recruitment

- (a) Section Principals and Principals shall be required to be a member of a panel relating to the recruitment of Orchestra members if requested to do so.
- (b) All Musicians, other than Section Principals and Principals, may agree to be a member of a panel relating to the recruitment of Orchestra members if requested to do so. For the avoidance of doubt once a Musician agrees to be a panel member they are expected to attend auditions/meetings.
- (c) Auditions will be scheduled and hours allocated to the Musician. If the Company is unable to schedule the auditions, the Musician will receive the current E&D rate appropriate to their position. This will cover a 3 hour call. A 3 hour call will be added to the Musician's annual allowance to cover preparation time (short listing). Section Principals with vacancies in their section are not allocated this preparation time.

Where possible, the Company will schedule auditions and meetings close to the time of orchestral calls where possible to minimise extra travel and captive time for panel members.

6.17 Attendance at meetings

Attendance at Company meetings by a Musician shall be voluntary and not count towards the Musician's Contracted Hours unless called as part of a scheduled session (in which case the scheduled session shall be credited).

6.18 The Musician shall be required to attend Health and Safety meetings and compulsory training sessions as scheduled by the Company. Such meetings and training sessions shall count towards the Musician's Contracted Hours.

6.19 The Company shall have first call on the availability of each Musician subject to clause 10.1 and clause 18. The Orchestra Manager will balance the rota between each Musician in each section of the Orchestra as far as is reasonably practicable, inclusive of any Non-Playing hours.

6.20 The Orchestra shall be ENO's first call for orchestral work relating to the duties covered in clause 6.1

7. Dress code

(a) Dress code for performances and on occasion dress rehearsals will normally be smart "all black" (black shirts and trousers for men, black top and trousers or skirt, or black dress, for women). Jeans or faded black do not constitute acceptable dress.

(b) If requested by the Company other dress codes may be required including but not limited to dinner suits, tails, long black. For the avoidance of doubt a dress code differs from a costume, as a costume is for stage band when it is designated as so in the score.

8. Touring and performance work outside the M25

8.1 The arrangements in respect of travel, subsistence and portorage for UK touring and for performance work by the Orchestra outside of the M25 shall be in accordance with Schedule 4.

8.2 A UK tour is defined as an engagement which involves the Musician in two or more consecutive nights working for ENO outside the M25 in the United Kingdom.

8.3 The Musician will be given at least 4 weeks' notice of a scheduled UK tour and at least three months' notice of a scheduled international tour.

- 8.4 A total of 40 hours can be scheduled per week, in a combination of playing and non playing hours. Playing hours restricted in accordance with clauses 9, 10, 11 and 12 of this Agreement.
- 8.5 Subsistence rates for UK as per Schedule 4. Subsistence rates for international touring will be negotiated and agreed with the Musicians' Union in consultation with the Orchestra Committee.
9. **Basic hours**
- 9.1 The maximum Contracted Hours in any one year shall be 909 hours for each Musician (subject to the scheduling provisos of clause 10). Playing hours are limited to 722.
- (a) Included in these hours shall be 120 hours of Holiday (being 24 hours per holiday week) and 67 hours as recognition and acknowledgement of personal preparation and maintenance. If the Musician agrees to work hours in addition to this, payment will be in accordance with clause 22.
- 9.2 The basic working week for accounting purposes shall commence on Monday.
- 9.3 The Musician can be utilised during 47 of the 52 weeks in a year. During the 47 weeks, 92 Free Days and 8 statutory holiday days will be provided per Musician.
- 9.4 The Company will schedule two blocks of 7 Free Days in each season and shall endeavor to schedule 2 pairs of free days within each 13 week period. For the avoidance of doubt, these weeks are separate from the 5 holiday weeks.
- 9.5 Non-Playing hours may be scheduled which will form as part of the Musician's contracted hours. These will usually be used for Auditions, Meetings, Travel Time and Captive Time. During a week that Non-Playing hours are scheduled there will be a maximum of 40 hours available. Playing hours are restricted as per the relevant clauses.
- 9.6 If a Musician is sick and is entitled to sick leave pursuant to his/her Contract of Employment the Musician shall be credited with the hours for which he/she was scheduled to work. For the avoidance of doubt no overtime accrued by the orchestra will be paid to the musician.

- 9.7 The Musician may work hours in addition to those under clause 9.1 if requested by the Company and agreed to by the Musician. Payment for such additional hours shall be in accordance with clause 22.
- 9.8 ENO will actively aim to clear one consistent day during the week, each season, where the morning and afternoon sessions will be kept clear. This specific day will be nominated each season. Where it is not possible to clear this day, it will be discussed with the Orchestra Committee. NA's will be considered with the principle of this clause in mind. The orchestra will be notified of each day in accordance with clause 29.1 (b).
- 9.9 Chamber Music
- (a) Preparation hours to be credited for chamber work as follows, the performance(s) will be scheduled, however, in addition the preparation hours are allocated annually:
 - (i) Background – 3 hours
 - (ii) Baylis (Specific chamber performances) – 6 hours
 - (iii) Short Concert (circa 1 hour) – 9 Hours
 - (iv) Full Evening Concert (2 halves) – 12 Hours
 - (b) Due consideration will be taken when scheduling chamber work as to the affect it has on balancing work between musicians in each section and as to the demands of the chamber repertoire.
 - (c) Tutti Players may be invited to play chamber music but will not be compelled.
 - (d) If any individuals have any specific reasons as to why they cannot take part in chamber performances, these will be discussed with the Orchestra Manager.
 - (e) If Tutti / Sub-Principals / Co-Principal players are involved in chamber music then additional annual hours will be credited to recognise the additional responsibilities instead of sit-ups fees as follows:
 - (i) Tutti – 3 hours
 - (ii) Sub-principal – 2 hours
 - (iii) Co-Principal – 1 hour

9.10 Learning and Participation Work

Up to 6 additional hours, per week may be scheduled in excess of the limits in clause 10 without payment for L&P and Development work.

These hours will be credited annually and will count towards the Musician's contracted hours, as detailed in Clause 9.1. Wherever possible this work will be scheduled in weeks where all other playing work does not exceed 7 sessions. Due consideration will be given to the demands of the work when designing the schedule. For the avoidance of doubt if 8 sessions of L&P work are scheduled in any one week, then only 2 additional sessions can be added for Development work and vice versa. These hours are counted within clause 9.4.

10. Scheduling

- 10.1 The orchestra schedule will be issued at least four weeks in advance.
- 10.2 The start and therefore the end times of calls can be changed by the Company by a maximum of half an hour with at least two weeks' notice.
- 10.3 Within a four-week period dates may only be changed with mutual consent between the Company and the individual Musician(s) concerned. All hours removed or cancelled from the schedule after the commencement of any four-week period will be assumed to have been worked and shall be credited to the Musician's Contracted Hours.
- 10.4 All hours shall be scheduled as sessions.
- 10.5 Length of rehearsal sessions (excluding Final S&O and Dress Rehearsals)
 - (a) Rehearsals other than Final S&O and Dress Rehearsals shall normally be scheduled for 3 hours which will be credited against the Musician's Contracted Hours.
 - (b) Orchestra alone rehearsals will usually be 2.5 hour calls. These calls will be credited as 3 hours, the excess 0.5 hours will be used for non-playing hours, available throughout the season, credited whether used or not-used.
 - (c) A two hour rehearsal may be scheduled only if it is attached to another call on the same day. If a Musician is only required for a 2 hour call on any day, they will be credited for 3 hours. If the orchestra is called for a three hour call, no musician can be called for less. There will be no more than a 2 hour break between the end of the scheduled 2 hour rehearsal and the start of the next session.
 - (d) The Company can also schedule a 1 hour minimum call for sound balance / seating call. There will be no more than a 2 hour break

between the end of the scheduled 1 hour call and the start of the next session.

10.6 Length of sessions for Final S&O, dress rehearsal and performances

- (a) Final S&O, dress rehearsals and performances can be scheduled in the following lengths of time with the hours counting towards the Musician's Contracted Hours:
 - (i) 3 hours; or
 - (ii) in excess of 3 hours in 15 minute blocks up to and including 6 hours

provided the period scheduled between 4 and 6 hours will be credited as time and a half. The hours will be credited as follows: the actual hours worked will be credited to a weekly total, the remaining overtime will be credited to the relevant 13 week period.

- (b) In the event that the actual length of a call runs for longer than scheduled, the Musician shall be paid overtime at single time in 15 minute blocks in conjunction with clause 22. For the avoidance of doubt the excess period shall not be credited to the Musician's Contracted Hours.

10.7 Any performance of a single opera and/or ballet or two operas and/or ballets presented as a double bill or three operas and/or ballets presented as a triple bill shall be treated as a single performance session as per clause 10.6.

10.8 Length of working day

There will be a maximum of 7.5 playing hours scheduled in one day although where possible the Company will aim to schedule a maximum of a 7 hour working day unless as per 10.6b. In the event that the Musician is required to work in excess of 7 hours in a day the Musician will be paid in accordance with clause 22 in respect of such time worked in excess of 7 hours and such excess hours shall not count towards the Musician's Contracted Hours.

10.9 Consecutive days working

- (a) Not normally more than 6 consecutive days except where absolutely necessary, only after consultation and agreement with the orchestra committee and the Company.

- (b) Unless otherwise agreed with the Orchestra Committee, in the event that a Musician agrees to work more than 6 consecutive days, the Musician shall be paid in accordance with Clause 22 in respect of the 7th Day and the hours worked on the 7th day shall not be credited to the Musician's contracted hours.

10.10 Hours cap in 13 week period

Two of the four 13 week periods can be scheduled up to 300 hours. Within those two periods the individual Musician can be scheduled up to a maximum of 312 hours but this must include at least 12 non playing hours. The other two periods cannot exceed 273 hours. Subject always to the total annual hours under Clause 9.1.

10.11 Sessions in a Week

A week shall normally consist of 8 sessions. On occasion 9 or 10 session weeks may be scheduled for transition weeks, only after consultation and agreement with the Orchestra Committee and the Company.

10.12 Weeks in excess of 24 hours

- (a) Up to 8 session weeks overtime paid from 24 – 27 hours, the Musician shall be paid pro-rata at two times the Musician's hourly rate for such time in 15 minute blocks in conjunction with clause 22.
- (b) 9 Session weeks overtime paid from 27 – 30 hours, the Musician shall be paid pro-rata at two times the Musician's hourly rate for such time in 15 minute blocks in conjunction with clause 22.
- (c) 10 Session weeks up to a maximum of 30 hours and not to be exceeded.
- (d) During a week that a 4+ hour session is scheduled the week will be capped to a maximum of 26 hours.

10.13 Consecutive weeks in excess of 24 hours

A musician must not be scheduled, within the contracted hours, for more than four consecutive 24+ weeks, the total hours over 24 must not exceed 6 hours in total and no more than 102 hours over a 4 week period.

- 10.14 In the event that the Musician agrees to work in excess of the hours/sessions provided under clauses 10.11, 10.12 and 10.13 except as

otherwise provided under clause 9.4, 10.12 (a) and (b), the Musician shall be paid in accordance with clause 22 and such hours/sessions shall not be credited to the Musician's Contracted Hours.

10.15 Rehearsals and long shows

Rehearsals, except a one hour seating call or sound balance call, shall not be scheduled on the day of a performance of a long show.

10.16 Rehearsals and first nights

- (a) Rehearsals shall not be scheduled on the day of a first night of a Core Opera work production
- (b) Rehearsals may be scheduled on the day of a 'non opera' performance.

10.17 Saturday rehearsals

The Company will use reasonable endeavours not to schedule more than 6 Saturday rehearsals during Core Opera work at the London Coliseum. Any exceptions will only occur after consultation and agreement between the Orchestra Committee and the Company. For the avoidance of doubt, 2 sessions on a Saturday will still count as one day.

10.18 Rehearsal hours

Where reasonable the Company will schedule rehearsals excluding final stage and orchestra and dress rehearsals within the following times:

- (a) morning rehearsals: starting no earlier than 10.00 and finishing no later than 14.00;
- (b) afternoon rehearsals starting no earlier than 14.00 and finishing no later than 18.00;
- (c) evening rehearsals starting no earlier than 18.00 and finishing no later than 22.00.

provided that the Company will use reasonable endeavours to start morning rehearsals no earlier than 10.30 unless the earlier time is necessary to meet the Company's production and/or technical requirements.

10.19 Split Days

The Company shall use its best endeavours to schedule no more than three weeks per season containing three consecutive Split Days.

10.20 The Company will use reasonable endeavours to schedule rehearsals within zones 1 to 3 on the transport system of London unless the rehearsals relate to Outside Work where clause 8 shall apply.

10.21 The Company shall use reasonable endeavours not to schedule a Tuesday morning rehearsal after a Sunday performance or worked Bank Holiday.

10.22 Short calls

Subject always to repertoire, feasibility and the discretion of the Orchestra Manager and/or Music Director, Musicians will be asked to cover absences at short notice on a non-contractual basis. For the avoidance of doubt a worked call will be paid as per Clause 22 and the hours worked will not count towards the Musician's contracted hours. On a Concert Day the Musician will receive only one fee for both calls (Rehearsal and Performance). Rehearsals on separate days will be paid as individual sessions.

10.23 The relevant members of the Company, including the Music Director, will meet with the Orchestra Committee in advance of the start of the season and at other times as reasonably requested to discuss matters affecting the Orchestra in the forthcoming/current season, including without limitation, the schedule and the issues on rotation as set out at clause 18.4 and the proposed breaks.

11. **Breaks**

11.1 Rehearsals

The following minimum breaks will be given in rehearsals other than Final S&O and dress rehearsals:

- (a) 3 hour call – 20 minute break
- (b) 2.5 hour call – 15 minute break
- (c) 2 hour call – 10 minute break
- (d) 1 hour sound balance / seating call – no break.

The break shall occur no later than 1hr 45 mins into a rehearsal. For repertoire where the entire piece is played without an interval, or acts/combined acts (for the purpose of the performance) are longer than 1hour 45, then this will be possible for stage and orchestras, dress

rehearsals and performances and not unreasonably reused if requested prior to this.

11.2 Final S&O, Dress Rehearsals and Performances

The following minimum breaks will be given in the Final S&O, Dress Rehearsals and Performances:

- (i) 3 hours, 20 minutes subject to clause 11.2(b);
 - (ii) for calls between 3 hours and up to and including 3.5 hours, 20 minutes provided that the Company will use reasonable endeavours to schedule a break of up to 25 minutes;
 - (iii) for calls between 3.5 hours and up to and including 4 hours, 25 minutes;
 - (iv) for calls between 4 hours and up to and including 5 hours: two intervals, totalling 45 minutes; and
 - (v) for calls in excess of 5 hours: two intervals, totalling 50 minutes;
- (a) Such breaks will occur in accordance with the placement of breaks for the relevant performances and dress rehearsals only.
- (b) In the event that a performance of up to 3 hours is played without an interval, the break in accordance with clause 11.2 (i) shall be deemed to occur at the end of the performance and will form part of the scheduled call.

12 **Overnight break**

12.1 Subject to 12.2, the Musician will be entitled to an overnight break of not less than 11.5 hours to be calculated from the end of the evening's final scheduled call until the scheduled start of the following morning's first scheduled call.

12.2 In the event that the break under clause 12.1 cannot be given, the Musician shall be paid at the rate of 1.5 times, in 15 minute blocks as per clause 22.

13 **Sundays and Bank Holidays**

Sundays

13.1 No more than 8 Sundays can be scheduled in a season. A Sunday rehearsal will include a performance.

- 13.2 Individual Musicians may be scheduled for no more than 4 consecutive Sundays, however the 4th consecutive Sunday would be paid as per clause 22. Two performances can be scheduled on a Sunday, for the avoidance of doubt, 2 sessions on a Sunday will count as one Sunday worked.
- 13.3 If a Musician agrees to work on a Sunday in excess of the number provided under clause 13.1 the Musician shall be paid in respect of such additional Sundays as per clause 22 and such hours shall not be credited to the musicians' contracted hours.
- 13.4 Bank Holidays
During the week of a Bank Holiday Monday, the Musician shall be entitled to either:
- (a) the Bank Holiday Monday and the immediately-preceding Sunday free of scheduled work, or the Bank Holiday Monday and immediately-following Tuesday free of scheduled work. If however this is not possible then a pair of free days will be scheduled, within 4 weeks, or one session will be paid at the Musician's individual rate.
 - (b) 2 of the 3 public holidays that fall within the Summer Sub-Season can be worked. These are the two May Bank Holidays and the August Bank Holiday. If the Bank Holiday is worked then the Company will schedule either:
 - (i) a pair of free days, one of which will be a Saturday or Sunday, within a maximum of 6 weeks, where reasonable within 4 weeks, and credited as 6 hours. The attached day will be a Free Day (counting towards your annual allowance) and the other in lieu of the Bank Holiday, or
 - (ii) the Musician will be credited 3 hours and paid as per clause 22. Any additional work on other Bank Holidays not named above is not compulsory and paid as per clause 22. All Bank Holiday rehearsals must relate to a performance on that day.
- 13.5 For Sundays and Bank Holidays on tour, please see Schedule 4, Clause 1.4 (b)

14 Media

14.1 Rights

In exchange for their salary each individual member of staff hereby:

- (a) grants and assigns to ENO the Copyright and all Performers' Rights arising in each case from all media related work made under the terms of this Agreement for the full duration of such rights, worldwide across all media whether now known or hereafter invented, and whether such rights vest under UK legislation (such as the Copyright Designs and Patent Act, 1988) or any other applicable legislation in any other country for the full period of such Copyright and Performer Rights and all renewals and extensions and thereafter as far as permissible in perpetuity, and
- (b) agrees that salary is fully inclusive of any and all payments due or becoming due from ENO to each individual member of staff, and that this payment encompasses the parties to this Agreement's present assessment of equitable remuneration in respect of the rental and lending right. Notwithstanding the foregoing, nothing herein shall preclude any member of staff from receiving any payment due to them via any collecting society or similar organisation.

14.2 The Musician shall play for any media-related work in any format as part of their normal duties and the Musician shall assign to ENO all relevant assignable intellectual property rights in respect of this clause 14.

14.3 Audio and/or Visual

- (a) ENO and any authorised outside party may record in sound and/or vision at any location, the performance of any programme. (hereafter referred to as a "Recording")
- (b) In the specific course of recording a staged production (hereafter referred to as a "Staged Production Recording"), up to three Performances but no rehearsals may be recorded with the exception of the Dress Rehearsal which will not be used as the live broadcast but only to correct mistakes or extraneous incidents which do not genuinely form part of the rehearsal. Staged Production Recordings may comprise only recordings, or excerpts from recordings edited as appropriate, taken from one or more of the three recorded Performances.

- (c) Recordings (as defined by 14.3a and 14.3 b) may be:
 - (i) Released in any format on any label, as licensed by ENO
 - (ii) Made available for downloading from the ENO website, or any other website as approved by ENO
 - (iii) Streamed on the ENO website or any other website as approved by ENO
 - (iv) Broadcast worldwide on TV without limit including catch up after each broadcast
 - (v) Shown as a 'Big Screen' Relay outside the London Coliseum.
 - (vi) Shown theatrically on cinema screens in the UK and/or overseas
 - (vii) Shown non-theatrically in the UK and/ or overseas
 - (viii) Released via any existing or new delivery format as they arise
- (d) For the avoidance of doubt permitted exploitation may take place at any time, regardless of the Season in which the Recording was made or released. All historic recordings are also included in this provision.
- (e) In addition, Recordings may take place in locations other than at the London Coliseum. The complete audio track of any Recording may be de-synchronised and used for all audio only distribution purposes.
- (f) ENO may use excerpts from any Recording including de-synchronised audio and visuals).
- (g) ENO may use or license excerpts from any of its Recordings for inclusion in compilation products in any of the media formats permitted. Material from compilation products may be used for promotional purposes to enhance the public presentation of any streaming of ENO productions and performances, and Big Screen transmissions.
- (h) Notwithstanding the scheduling requirements of Clause 10, ENO will work to a minimum notice period of fourteen days prior to the first recording but following such notice may vary the three performances to be recorded within the production. Any media activity remains unconfirmed until recording actually takes place.
- (i) If a third party approaches ENO to use any part of a Recording or any recorded rehearsal footage for any commercial use not covered

by this Agreement, ENO shall consult with the Musicians' Union prior to such use being permitted.

- 14.4 Audio Only Recording Session (Studio Conditions, CD/download)
Considered as part of the musicians duties with a maximum of 20 minutes usable material from each 3 hour session. 30 minutes of material may be used from a 4 hour session (Long Session)
- 14.5 Audio/Visual recording session
Considered as part of the musician's duties with a maximum of 20 minutes usable material from each 3 hour session. 30 minutes of material may be used from a 4 hour session (Long Session)
- 14.6 With regard to additional footage: Such as, filming for promotional/ news / social / documentary/ L&P / advertising/ development purposes.

The ENO and/ or any ENO authorised party may record audio and/or visual at any number of rehearsals (including stage and piano rehearsals) or performances, subject to the following:

- (a) No Orchestra Alone rehearsals may be filmed. If ENO wishes to record at the final orchestra alone or sitzproben, this can only happen with agreement from the MU and orchestra committee with at least 48 hours' notice. Request will not be unreasonably refused.
 - (b) Maximum of 2 hours in total may be recorded at each of the rehearsals exclusive of any breaks. Up to 30 minutes of edited material may be used in any of the media formats permitted by clause 14.5.
 - (c) Participants will be notified 24 hours in advance as to the date and time of any recording and the intended likely use of the recording.
 - (d) Where rehearsals are recorded, the Music Director/Leader in consultation with management shall have the right to require the programme makers to remove from the final version mistakes or extraneous incidents which do not genuinely form part of the rehearsal.
- 14.7 For the purpose of clause 14, "promotional/marketing purposes" shall be defined as any activity or use that markets the Company's productions and/or is designed to increase the profile of the Company and/or its

- productions and/or is used to sell tickets for the Company's productions and/or any Baylis Learning Projects or the Company's other products.
- 14.8 ENO may set up and record other work-related in contract activities for the specific purpose of recording material not necessarily part of the repertoire being performed in the current season.
- 14.9 Backing Track Recordings
- (a) Audio and/or Visual of a live backing track recording of up to 20 minutes' per 3 hour session of finally edited duration, for use by ENO in one of its productions, used as a last resort. ENO shall consult with the MU and Orchestra Committee on the nature (usually extraordinary circumstances or for a specific production request) and intended usage of such recordings.
 - (b) Audio recording of backing Material of up to 20 minutes per 3 hour session of finally edited duration may be used for "live" Development, L&P or Promotional events such as West End Live. ENO will use its best endeavours to schedule the work on a working day.
- 14.10 New Technology
The Company shall be entitled to make, within the Musician's Contracted Hours, media recordings on a speculative basis for the purpose of testing new technology, which may be used at a later date if successful.
- 14.11 Academic research and development
No additional payments will be made for the use in perpetuity by ENO and its successors in title, licensees and assigns of any recording allowed under this agreement in any and all media and/or format now known or hereafter devised throughout the world for research and development purposes. ENO confirms that any recording made pursuant to this clause may not be used to promote the business of any of ENO's research and development partners, save for the product the subject of the research and development.
- 14.12 ENO will also be able to record other work-related in contract activities which might fall outside the categories of Performances or Rehearsals including (but not limited to) front of house, Development events, Baylis events and other activities that take place both at the London Coliseum and in other locations. Such material may be used by ENO at its discretion.
- 14.13 Chamber Music will only be recorded if mutually agreed.

14.14 Patch Sessions

Shall only take place by mutual consent with the relevant performer group(s) involved.

14.15 Recording of soundtracks/jingles for commercial purposes within contracted hours.

Any recordings of sound tracks and/or jingles for commercial purposes will be subject to the following :

- (a) If scheduled then the difference between the Musician's Individual Session rate and the prevailing MU Collective Bargaining Agreement rate will be paid. For the avoidance of doubt, no one will be paid less than their session rate.
- (b) If not scheduled then the prevailing MU Collective Bargaining Agreement rate will be paid.

14.16 Recordings for archive and reference

Notwithstanding any other provision of this Agreement, ENO reserves the right to make an Archive recording of any work at any session. Such recordings are intended strictly for archive purposes including but not limited to use as reference materials, as an aid for ENO and any artist, production staff or creative for the purpose of preparation for reviving productions at a later date, as research and/or study record of the activities of ENO and for use in archival exhibitions. For the avoidance of doubt, it will be possible to send archive recordings to potential co-producers or those wishing to hire productions. No Archive recording will be used commercially or for broadcast.

14.17 Learning and Participation (L&P)

ENO may set up and record other work-related in contract activities for the specific purpose of recording material for L&P, not necessarily part of the repertoire being performed in the current season. It may be used in any media format and as such attract no additional payment.

14.18 Capability

The recordings/output produced as a result of this clause 14 shall not be used for the evaluation of the performance of the Musician.

14.19 ENO will meet on request with the Orchestra Committee, MU or relevant working group (if applicable) to discuss media plans, activities and to review

the success of this agreement and where it is known the media plans for forthcoming seasons will be shared with the Orchestra.

- 14.20 ENO shall make all reasonable efforts to prevent unauthorised use of any recording. In the case of unauthorised use of recordings ENO will promptly, on becoming aware notify the third party of the infringement and will take all reasonable steps to ensure such infringement is rectified. This may include reporting the unauthorised use to a webhost such as YouTube, for example, under it's take-down procedure.
- 14.21 Music Director / Head of Music liaising with the Orchestra Leader (Or another appropriate person) on all approval processes needed for digital content.
- 14.22 A running log for media will be kept by ENO to monitor the use of the different media types over time.

15 Long term absence

- 15.1 In the event that a Musician is absent from work for a period in excess of 8 weeks, such Musician's position in the Orchestra shall be included in the rota for their relevant section even if such position is not filled during such absence.
- 15.2 In the event that a Musician is required to fill a position vacated by another Musician due to long-term absence for a period in excess of 4 weeks the Musician required to sit-up will be paid at the published rate applying to the Musician they are replacing as set out in Schedule 1 and such payment will be effective from the date at which such cover commenced and shall be paid in arrears less any enhancement previously paid in respect of the cover. For the avoidance of doubt such Musician shall not be entitled to any other sit-up fees.

16 Seating

The Company shall have the absolute right to decide the layout of the Orchestra.

17 Provision of instruments

- 17.1 The Musician shall be responsible for providing their own appropriate instrument or instruments, as detailed in the Musician's Contract of Employment, at his or her own expense unless agreed otherwise by the Orchestra Manager.

- 17.2 Musicians shall be responsible for providing and paying their own instrument insurance.
- 17.3 An instrument will be insured under ENO's insurance policy only if it is lost or damaged during the Orchestra's company business.

18 NA procedure and rotation

18.1 The Musician may make a request to the Orchestra Manager to be released from one or more session ("NA") and the Orchestra Manager and/or the Music Director undertake to look seriously at any request. Any decision made shall be entirely at the absolute discretion of ENO. In considering such request the Orchestra Manager and/or Music Director will consider criteria, including (but not limited to): availability of suitable cover within the section, the repertoire concerned and its relative difficulty; and the number of NA's and amount of time off the Musician has had confirmed already in respect of the relevant season.

18.2 Requests for NAs shall be made in writing and permission must be granted in writing. Such permission must be granted before the Musician is released from their duties.

18.3 Cost of deputies

- (a) In the event that the Musician is released under this clause 18 the total of the following items shall be deducted from the Musicians' salary in respect of such release, subject always to clause 18.3(c):
- (i) the session rate payable by the Company for the deputy based on the scheduled length of the session to a maximum of 6 hours;
 - (ii) any sit-up fees that the Company has incurred as a result of such release.
 - (iii) the actual cost of the attendance of such deputy at rehearsals (where reasonably required) as a direct consequence of the release; and
 - (iv) the media amount (if applicable) in accordance with clause 18.3(d), unless not confirmed on the monthly schedule.
- (b) For the avoidance of doubt the cost of any doublings or stage band fees that would have been payable to the Musician had they been playing rather than the deputy shall not be deducted from the Musician's salary in respect of such deputy.

- (c) If work is scheduled with less than 4 weeks' notice and the Musician has already been granted an NA, such Musician shall not be required to cover the cost of a deputy pursuant to clause 18.3(a)

18.4 The Company shall identify prior to the start of the season where rotation will be practicable based on the orchestration of the productions and the size of each section of the Orchestra.

19 Pension and Long Service

19.1 Pension

ENO shall make an employer's pension contribution in respect of Musicians in accordance with paragraph 3 of Schedule 1.

19.2 Long Service

ENO shall make a long service payment in accordance with paragraph 4 of Schedule 1.

20 Welfare and personal development allowance.

The Company shall provide each Musician with a draw-down facility of up to £400 per annum for use including but not limited to physio, osteopath, other physical and mental wellbeing services, lessons and coaching. These shall be payable by the Company on the presentation of appropriate receipts. For the avoidance of doubt should any amounts be payable to HMRC in respect of such reimbursement the Company shall be entitled to deduct these from amounts due to the Musician.

21 Instrument and Clothing Allowance

An additional allowance of £2000 per person is included in the salary figures in the Financial Provisions (Schedule 1). This is to cover the provision of instruments, instrument maintenance, Instrument insurance contribution and a clothing allowance.

22 Exceeding limits under this agreement

In the event that the Musician's hours/sessions exceed those clauses, including but not limited to 9.1, 9.6, 10.8, 10.9, 10.10, 10.13, 13.2, 13.3 and 13.4 the Musician will be paid as follows:

- (a) All work offered outside of the contract will be at the relevant freelance rate e.g. BPI / SOLT / ENO Freelance Rate / ENO Concert Rate etc.

22 Union Membership

- 22.1 ENO recognises the Musicians' Union as the sole Trade Union for the purposes of representing the interests of and negotiating minimum pay rate and working conditions of employees contracted to play in ENO Orchestra. ENO will endeavour to encourage Musicians to become members of the Musicians' Union. ENO shall not treat employees contracted to play in ENO Orchestra who are not members of the Musicians' Union less favourably than Orchestra members of the Musicians' Union and vice-versa.
- 22.2 Orchestra members will elect a representative committee (the "Orchestra Committee") in accordance with the Orchestra Committee constitution. Copies of the Orchestra Committee constitution shall be made available to ENO and all Orchestra members.
- 22.3 The Chair of the Orchestra Committee and the Union Steward shall ensure that ENO is kept up to date with the names of employees who have been elected to serve on the Orchestra Committee.
- 22.4 If some or all of the members of the Orchestra wish to hold a meeting with the Company's management, the Chair of the Orchestra Committee or Union Steward shall consult with the Orchestra Manager or Director, Music Department to agree a time that is mutually convenient. The Orchestra members will not unreasonably refuse a request by ENO to be present.
- 22.5 Musicians' Union and/or Orchestra members shall not, individually or collectively, cease work without giving such statutory notice as set out in current legislation or before an opportunity has been afforded to ENO and the Musicians' Union representatives to address any matter in disagreement by following the procedures as set out in this agreement.

23 Health and Safety

- 23.1 ENO, the Musicians' Union and all members of the Orchestra shall at all times cooperate with the implementation of ENO's Health and Safety policies in accordance with the prevailing Health and Safety legislation including the Health and Safety at Work etc Act 1974 and the Control of Noise at Work Regulations 2005 as from April 2008.
- 23.2 Usually, two members of the Orchestra shall be nominated to serve as members of the ENO Health and Safety Committee. At least one

member will attend the Musicians' Union Health and Safety Representatives course.

24 ENO Policies and Procedures

24.1 ENO's published policies and procedures (as amended from time to time), copies of which are available from ENO's People department or the Musicians' Union upon request, shall apply to the Musician, including (but not limited to):

- (a) Dignity at Work policy (covering Equal Opportunities)
- (b) Disciplinary procedure
- (c) Grievance procedure
- (d) Health and Safety policy
- (e) Alcohol and substance misuse policy
- (f) Flexible working policy
- (g) Family leave policy

24.2 Additional ENO policies may be introduced from time to time and will be available from the ENO's People department or the Musicians' Union.

25 Working Time Regulations

ENO operates within the legal requirements of the Working Time Directive.

26 Contracts of Employment

26.1 Every Musician shall receive a written Contract of Employment.

26.2 An individual may enter into a private contract with ENO. The contract shall set out any variations from this agreement provided that the terms and conditions of such contract will not be inferior to those provided under this agreement.

27 Probationary Period

New employees or employees promoted to more senior positions will usually be engaged on a contract that incorporates a probationary period of 12 months. Progress will be assessed in line with paragraph 7 of the Appointments procedure at Schedule 6.

28 Notice

- 28.1 Subject to clause 28.2, either the Company or the Musician may terminate the Musician's Contract of Employment by the giving of 13 weeks notice in writing.
- 28.2 During the Musician's probationary period under clause 27 either party may give 6 weeks notice in writing to terminate a Musician's Contract of Employment.

29 Holidays

- 29.1 Each musician shall be entitled to 5 weeks' holiday with pay each year (which for the purposes of this Clause shall be the start of Period 1 as indicated on the cards) provided that not less than three of the total weeks will be given consecutively in the months of July and August.
- (a) The Orchestra will be informed of the 3 consecutive Summer Holiday weeks by no later than the 1st December each season, and they will be fixed from that date onwards. These dates can only be moved after consultation and agreement between the Orchestra Committee and the Company.
- (b) The final draft of the cards for the following season will be released to the Orchestra by no later than the 1st June, which will indicate the Holiday Weeks for the forthcoming season. From that point forward, holiday weeks for that season can only be moved after consultation and agreement between the Orchestra Committee and the Company.
- 29.2 In the event that a holiday week is scheduled to start on any day other than a Monday the Company will use best endeavours to schedule a pair of Free Days at the end of that week.
- 29.3 Employees who are contracted after the start of the holiday year shall be entitled to the pro rata equivalent of five weeks' holiday (based on **24** hours per holiday week).

30 Sickness

The provisions relating to sickness are set out in the individual Musician's Contract of Employment.

31 Orchestra Personal Development procedure

The Contract of Employment of a Musician may be terminated on the grounds of poor artistic performance by ENO giving the Musician 13 weeks' notice in writing after the procedure at Schedule 7 has been followed.

32 Appointments procedure

The procedure as agreed for the recruitment of members of the Orchestra is set out at Schedule 6.

33 Termination of agreement

This agreement may be terminated by either party giving to the other thirteen weeks' notice in writing.

SIGNED IN AGREEMENT:

ENGLISH NATIONAL OPERA

By:



Richard Meads
Director, Music Department

Date: 04 November 2021

MUSICIANS' UNION



By:
Jamie Pullman,
London Region Organiser

Date: 04 November 2021