

An Agreement between

English Touring Opera and the Musicians' Union

This agreement is between English Touring Opera (hereinafter referred to as "the Company") and the Musicians' Union (hereinafter referred to as "the Union")

Whereby it is agreed as follows:

1. Duration of Agreement

The terms and conditions set out in this Agreement shall come into effect on 1st July 2022 and run until 30th June 2023.

In January 2023, both parties will review the terms and conditions and their application from 1st July 2023 onwards.

2. Minimum Rates

The following minimum rate (inclusive of Holiday Pay) shall apply:

Autumn / Spring Tours:	2022 / 2023
Rehearsals	£68.28
Dress Rehearsal	£100.10
Performances	£136.52

(Leader by negotiation)

3. Performance Services

- a. **Performances:** any matinee and/or evening performance of up to 3 hours duration (including intervals); any dress rehearsal open to a paying public audience when the net revenue exceeds £500
- b. **Rehearsals:** any rehearsal of up to 3 hour's duration (including breaks)
- c. **Intervals & Breaks:** Performance intervals and Rehearsal breaks shall be of not less than 15 minutes duration. When a rehearsal and performance are scheduled on the same day there shall be a break of not less than 2 hours between the rehearsal and performance except in the case of a Short Call

Short Call: A Short call (for the purpose of supplementary rehearsal or sound balance) may be called on a Performance only day without additional payment. A Short Call may be of up to a maximum duration of 40 minutes and held within 2 hours and 10 minutes of the start of the Performance.

4. Education / Outreach

The following rates shall be paid to musicians involved in group preparation, workshops, performances, demonstration of instruments:

	2022 / 2023
Performances	£100.10
Rehearsals	£68.28

5. Concert fees

Musicians may be asked to perform at concerts that are separate to the main ETO tours. In these instances they will be paid the current performance and rehearsal fees, except where a concert is preceded by a rehearsal on the same day of over 40 mins (i.e. a short call) and up to 3 hours maximum. In this instance there will be no rehearsal fee but the concert rate payable would be enhanced by 10%.

	2022 / 2023
Concert Rehearsals	£68.28
Concert Performances	£136.52
Concert plus 3 hour on same day	£150.18

There shall be a break of not less than 1 hour between the rehearsal and performance except in the case of a Short Call.

6. Payments for Additional Services

- a. **Overtime:** Overtime on any Rehearsal or Performance will be paid for each 15 minutes (or part thereof) in excess of 3 hours (up to a maximum of 1 hour) at time-and-a-half of the respective rate.
- b. **Playing on stage:** A musician required to play on stage and/or in costume as part of the production shall receive an additional payment per Performance or Rehearsal of:

2022 / 2023
£8.16

If the on-stage part is to be played from memory the additional payment shall be:

2022 / 2023
£10.52

This clause is for fully staged performances only.

c. Doubling

Where a musician is required to play more than one instrument or is specifically requested to bring to a rehearsal or performance more than one instrument, an additional payment of 10% of the musician's fee (with a minimum of £11.85 where a full performance fee is being paid) shall be made in respect of each additional instrument. A musician shall not be required to play more than three instruments in any session. Doubling fees shall be calculated with reference to the musician's actual performing fee, plus overtime if applicable. Doubling fees are not payable on any other ancillary payment.

If a musician is required to double on an instrument normally classified as a principal instrument, the doubling fee is payable in addition to the principal fee for the engagement.

Keyboard instruments are regarded as divided into the following sub-groups, and doubling fees will not be payable for playing more than one instrument within the same sub-group.

Category 1 Piano

Category 2 Celeste, dulcitone

Category 3 Organ, harmonium, multitone, mustel organ

Category 4 Harpsichord, spinet, clavichord, virginals

Percussion instruments are regarded as divided into the following sub-groups, the instruments in each category shall be collectively treated as one instrument (except in the case of category 2 when a maximum of any 3 instruments therein may be treated as one instrument). Accordingly, the Company may engage a musician to play any one or more of the instruments in any one category at the rate payable under Clause 2 hereof, and any one or more of the instruments in any two of the remaining 3 categories (subject to the provision in respect of category 2) for the additional payments of 10% per category.

Category 1 Basic percussion kit, bass drum, snare drum, tom-toms, cymbals plus the usual small accessories and reasonable effects (including castanets and tambourine) and one tubular bell

Category 2 Tuned mallet instruments: glockenspiel, marimba, tubular bells, vibraphone, and xylophone

Category 3 'Latin American' rhythm instruments including claves, maracas, Bongos

Category 4 Timpani - a maximum of 4

7. Touring Allowance

For all engagements when it is necessary to be accommodated overnight (i.e. outside the M25 boundary) a Touring Allowance of £80.00 per day shall be paid.

8. Porterage

Porterage payments shall be in accordance with Appendix B.

9. Travel (Reimbursement of Costs)

When an engagement is outside the M25 boundary, the Company shall either reimburse travel costs in accordance with the mileage banding identified in Appendix D or provide musicians' transport

10. Scheduling

Ordinarily a musician shall be given 6 weeks' notice of their engagement in writing. Any change to the published schedule of Rehearsals, Performances or Short Calls shall be subject to 7 day's notice being given by the Company. When required, every musician engaged under this Agreement is obliged to be seated, tuned and ready to play at the scheduled commencement time of Rehearsals, Performances or Short Calls

11. Continuity of Engagement

Engagements under this Agreement are offered upon a freelance basis and on a production by production basis. Individual musician's previous levels of commitment to the Company will be taken into consideration when the orchestra is engaged for any production and work will be offered at the Company's discretion, when appropriate.

12. Broadcasting/Recording

With exception of the provisions of Appendix C, this agreement is in respect of live engagements only and does not place the musician under any obligation to permit their performance to be broadcast or recorded in any media.

Any proposed broadcast or recording must be specifically agreed in advance between the Company and the Union unless it takes place under an existing collective agreement between the media company and the Union.

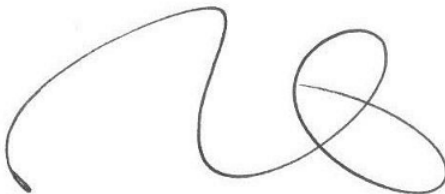
Media engagement fees for all such broadcasts or recording are payable in addition to the fees for the live engagement. Archive recordings may be made in accordance with the provisions of Appendix C.

13. Health and Safety

The Company shall use its best endeavours to safeguard the health, safety and welfare of musicians engaged under this agreement. Musicians will take all reasonable care to ensure that they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and will co-operate with the Company in meeting Health & Safety requirements. ETO strives to be a family friendly organisation and takes pro-active steps to support those it engages (salaried and freelance) to ensure an excellent work-life balance. ETO will endeavour to meet any reasonable maternity and paternity request, including those that relate to venues and working spaces over which ETO has little control (e.g. the venues ETO performs in).

14. Union Membership

The company recognises the Union as the representative organisation for the musicians and the music directors engaged by the Company. The Company recommends all musicians and music directors to become or remain members of the Union



Signed

(for the Company)

Date: 1st July 2022



Signed.....(for the Union)

Date:

APPENDIX A

Porterage

	2022 / 2023
Group A	£21.50
Group B	£19.09
Group C	£15.60
Group D	By Negotiation
Group E	By Negotiation

Group A: Double Bass
Group B: Bass Saxophone, Tuba
Group C: Contra Bassoon, Cello, Bass Clarinet, Saxophone
Group D: Harp
Group E: Percussion

APPENDIX B

English Touring Opera/Musicians' Union Agreement Archive & Media Agreement

Archive

Members of the Musicians' Union are authorised to participate in audio/visual recordings of each production during the period of the contract for archive and reference purposes to the following conditions

1. Recordings shall be made during the scheduled rehearsals or performances when the musicians involved are receiving fees. No additional fee will be payable.
2. The Musicians' Union and its members shall receive from the ETO a minimum of 1 weeks' notice in advance of any recording.
3. Up to a maximum of 3 recordings may be made of every production from which 1 shall be selected for the Archive. The remaining 2 recordings shall be destroyed.
4. The archive recording shall be encrypted or watermarked "ETO Archive". An unmarked copy may be edited for the purpose of an Electronic Media Kit EMK (See below) and retained in the event of the potential for commercial exploitation arising.
5. Musicians shall not be called upon to exceed the duties for which they are already contracted. The production of the recording shall not affect the rehearsal/performance for which the Musician has been contracted by seating, lighting or any other factor, nor shall 'retakes' or 'patching' be permitted for the purpose of the recording.
6. No recording may be made at Orchestra alone rehearsals.
7. Archive recording shall not be used for the evaluation of the performance of any musician.
8. The General Director of ETO will be responsible for the storage, security and control of all archive material.
9. A catalogue of all archive material will be maintained by the Company together with a register of all performers involved in each recording. The catalogue and register shall be available for inspection by an authorised representative of the Orchestra and the Union.
10. Anyone wishing to view material held in the ETO archive must first obtain the permission of the General Director of ETO.
11. Any participant directly involved with a production may, upon application to ETO, use any relevant EMK footage of such production to promote themselves subject to signing a binding agreement with ETO on such terms as may be agreed between the MU and ETO from time to time, which terms shall include (inter alia) a prohibition on any commercial or broadcast use of such footage. No fees will be charged to the participant for such promotional use, but in the event of any commercial use by or on behalf of the participant in breach of such agreement ETO will ensure the orchestral musicians who performed in the production [and whose performances (or and part thereof) are embodied in such footage] are compensated.
12. Copyright in all material will be vested jointly in the ETO and the MU.

Media

1. A recording edited from the archive recording, of up to 10 minutes in duration, may be made for the purposes of an Electronic Media Kit (EMK). No additional fee shall be payable.
2. The video and audio trailers, which may be duplicated, shall be for the express purpose of demonstrating the nature of the production for marketing and promotional purposes, including gaining press or media coverage.
3. Material from the EMK may be broadcast on television, radio or any other related media, including the internet provided it is for the express purpose of promoting, publicising and advertising the production.
4. The EMK may be used to send to theatres, festival organisers, promoters etc.
5. An unedited copy of the archive recording, without encryption or watermark, may be stored by ETO pending commercial exploitation. Should an opportunity for commercial exploitation arise, the Union shall relinquish its share in the copyright upon payment of the appropriate MU fee to those musicians whose performance has been incorporated into the recording.
6. All other broadcasting, recording or media exploitations shall be in accordance with clause 10 of the ETO/MU Agreement.
7. As a default position, conductors are entitled to record (audio and/or visual) themselves in rehearsals/seating call for their own personal use. Should conductors wish to use these recordings for further public exploitation, for example if their agent wants to use the recording in the course of their management and promotion of the conductor, then this will be discussed on a case-by-case basis between ETO and the MU, agreement not to be reasonably withheld.

APPENDIX C

Travel bands

	2022 / 2023
A: M25 - 150	£31.07
B: 151 - 200	£41.42
C: 201 - 275	£57.52
D: 276 - 400	£75.94
E: 401 - 600	£108.13
F: 601 - 700	£120.79
G: 701 - 1,000	£166.72

Greater than 1,000 miles to be negotiated separately