

1. PREAMBLE

These terms and conditions have been agreed between the Northern Chamber Orchestra (“the NCO”) and the Musicians’ Union (“the MU”). They shall be regarded as having come into force on 1st October 2019 and shall govern the freelance engagement of musicians (“a/the musician”) to rehearse and perform for orchestral, choral and other similar concerts with the NCO. These terms and conditions shall remain in force until 30th September 2020.

The supplementary rates and conditions in appendix A apply to tours in the UK.

All fees are inclusive of a holiday pay contribution of 12.2%.

It is agreed between the NCO and the Musicians’ Union (MU) that the Society recognises the MU as the sole negotiating and consultation agent for the NCO’s Musicians. The NCO and the MU have a formal recognition and procedural agreement and strongly recommends the Musician to become or remain a member of the Union.

2. CONCERT FEES

Tutti	£130
Sub-Principals	£140
Principals	£150

(tutti rate only to be applied when a string strength in excess of 6.5.4.3.2 is employed)

3. SERVICES COVERED

A concert of up to three hours with a rehearsal of up to three hours on the same day, each including an interval of not less than fifteen minutes. There shall be a break of not less than 1½ hours between the end of a rehearsal and the start of a concert. Where the rehearsal is scheduled to commence six hours or more before the scheduled starting time of the concert, or is at a different venue which is more than 2 miles from the concert venue, a fee of **£12.50** is to be made in addition to the concert fee. For the purposes of these terms and conditions, the finishing time of a concert is defined as the time at which the leader (or equivalent) finally leaves the concert platform after the final item.

4. a) SCHOOLS AND EDUCATIONAL CONCERTS

Minimum Rates:

- (i) one concert with or without rehearsal and contained within a spreadover of three hours
- 60% of the appropriate concert fee;
- (ii) two concerts with or without rehearsal and contained within a spreadover of six hours
- 100% of the appropriate concert fee
- (iii) three concerts with a maximum total aggregate duration of 2½ hours with or without a rehearsal and contained within a spreadover of six hours
- 100% of the appropriate concert fee

In all cases each concert must be preceded by a half hour break

b) EDUCATION WORK

The following shall be the minimum rates to be paid:

Standard fee	£104 per single 3 hour session
Whole day fee	£166 for two 3 hour sessions on the same day

Where the whole day fee is paid, the two sessions will be in adjacent parts of the day and may be in two different venues. A single portage payment, where applicable, will apply where the two venues are within 25 miles of each other.

Where there is a Project Leader, he/she will be paid **£114** per single 3 hour session or **£187** whole day fee for two 3 hour sessions on the same day.

5. EXTRA REHEARSALS

- (i) On same day as concert
Extra rehearsals of up to three hours – 50% of the appropriate concert fee.
- (ii) Single extra rehearsal on a day other than concert day
Where a single extra rehearsal of up to three hours is on a day other than the day of the concert - 60% of the appropriate concert fee together with any additional payments due under clauses 8, 9 and 15 of this agreement where appropriate.
- (iii) Two extra rehearsals on a day other than concert day
Two extra rehearsals of up to three hours each – 100% of the appropriate concert fee together with any additional payments due under clauses 8, 9 and 14 of this agreement where appropriate. There shall be a break of not less than 1 hour between the end of the first rehearsal and the start of the second rehearsal, and rest breaks within each three hour rehearsal as per Clause 3 above.

6. OVERTIME

Overtime will be paid if any rehearsal or concert exceeds three hours in length or if any rehearsal continues beyond its the scheduled time. The overtime rate is time and half, i.e. 1/8 of the appropriate concert fee for each thirty minutes or part thereof with a limit on overtime of one hour whether at rehearsal or concert. Where a proportion of a concert fee is being paid, under clauses 4, 5(i) and 5(ii), the overtime rate for each thirty minutes or part thereof is 1/4 of this fee.

7. BUXTON OPERA FEES

For rehearsals and performances of fully staged opera in Buxton, fees will be paid at the following minimum rates:

Two sessions of up to 3 hours each in one day (rehearsal or performance):

Sub-Principals	£156
Principals	£167

One single session of up to 3 hours (rehearsal or performance):

Sub-Principals	£100.50
Principals	£111

Overtime will be paid at time and a half per 15 minutes or part thereof.

For rehearsals and performances of concerts or concert performances of opera at Buxton the Concert Fees as shown in Clause 2 and the Extra Rehearsals provisions as shown in Clause 5 will apply.

For the avoidance of doubt, concert performances or rehearsals on the same day as an opera call will be paid separately at the appropriate concert or extra rehearsals rate.

There is no tutti rate payable for Buxton Opera engagements.

8. DOUBLING

- (i) Where a musician is required to play more than one instrument an additional payment of 15% of the musician's fee shall be paid for each additional instrument. 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's rate for the engagement.
- (ii) A musician shall not be required to play more than three instruments in total at any engagement. Additionally, a musician shall not be required to double 'out of family' unless the musician is a known specialist. Doubling 'out of family' would normally attract a double fee.
- (iii) If a musician is required to play more than one instrument or specifically requested to bring to an engagement more than one instrument, a doubling fee will be payable.
- (iv) Keyboard and percussion instruments will be regarded as divided into the following sub-groups and the additional fee(s) will not be payable for playing more than one instrument within the same sub-group:

- (a) Keyboard Instruments
 - (i) Piano
 - (ii) Celeste, Dulcitone
 - (iii) Organ, Harmonium, Multitone, Mustel Organ
 - (iv) Harpsichord, Spinet, Clavichord, Virginals

- (b) Percussion Instruments
 - (i) Tuned (Mallet) instruments (Vibraphone, Xylophone, Marimba, Glockenspiel, Tubular Bells)
 - (ii) Latin American Rhythm instruments
 - (iii) Drums, (Bass Drum, Snare Drum, Tom-Toms, Cymbals and the usual small accessories)
 - (iv) Timpani (up to four drums)

9. TRAVELLING ALLOWANCES

- i) If the engagement is for a concert or rehearsal at a venue which is over fifteen miles from the recognised central point of the musician's normal centre of employment, and alternative transport is not provided and paid for by the engager, a travelling allowance of **44p** per mile shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement. 'Alternative transport' shall not include the shared use of another musician's car.
- ii) If alternative transport is provided and paid for by the engager, a reduced travelling allowance of **20p** per mile shall be paid.
- iii) When air travel within the UK is provided and paid for by the engager, the travelling allowance shall be limited to a single payment of **£22.80** for that part of the journey travelled by air.
- iv) Where the engagement necessarily involves a sea journey, and the relevant fare has not been paid by the engager, the actual cost of the sea journey shall be reimbursed to the musician. For all engagements necessarily involving a sea journey, the musicians shall also be paid an allowance of **£9.35** per hour or part thereof (up to a maximum of **£37.40**) based on the scheduled length of time of the sea journey. These payments are in addition to the payments due for miles necessarily travelled on land.
- v) Where a musician has travelled by rail, and where the relevant fare has exceeded a nominal rail allowance of **20p** per mile, an additional payment shall be made to the musician, equal to the difference between the rail allowance and the actual rail fare, for that part of the journey travelled by rail.
- vi) Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours. In addition to this limit, NCO may schedule a round trip of up to 300 miles in any period of 24 hours up to a maximum of twice per year.
- vii) In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.

10. SUBSISTENCE

- (i) Overnight Stay: If the engagement involves an overnight stay, and suitable accommodation is not provided by the NCO, or the time of return the musician's normal centre of employment would be after 2am, a payment of up to **£65.00** for bed and breakfast shall be payable to the musician, plus a supplement of **£20.30** when the engagement is within the area bounded by the M25 motorway. For the purposes of this clause, suitable accommodation shall be defined as a single room in three star or equivalent grade hotel situated within a reasonable distance of the engagement plus full "English" breakfast.
- (ii) Payment for Late Return:
Where the musician's time of return to his/her normal centre of employment is between midnight and 12.30am a payment of **£7.00** shall be made by the NCO in addition to the fee. Between 12.30am and 1.00am a payment of **£12.00** and between 1.00am and 2.00am a payment of **£17.00**. For the purposes of calculating the return times in (i) and (ii) above, when the mileage payment in 9(i)a is made, 15 minutes should be added to the finishing time of concert and the journey time calculated at an average speed of 50mph.

11. EARLY CALLS

When a musician is required to depart from his/her normal centre of employment before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an early call payment shall be made, calculated at the rate of **£3.15** per half hour or part thereof, subject to a minimum of **£6.30**, for all necessary travelling or working time prior to 8.30am. The time of departure from the musician's normal centre of employment is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph.

If a musician's departure time is defined as being before 6.00am, the early call payment shall be replaced by an overnight stay payment, calculated at the rate applicable to the musician's destination.

12. PAYMENTS

NCO will use their best endeavours to make payment to the musician or credit to the musicians' bank account, no later than 30 days after the engagement.

13. BROADCASTING/RECORDING

Acceptance of a "live" engagement does not place the musician under any obligation to permit his/her performance to be broadcast or recorded. Any proposed broadcast or recording must be specifically agreed in advance between the NCO and the Union unless it takes place under an existing collective agreement between the broadcasting or recording company and the Union. Media engagement fees for such broadcasts or recordings are payable in addition to the fees for live engagements.

14. ELECTRONIC PRESS KIT (EPK)

Musicians engaged under this Agreement will permit the engager to record sections of rehearsal and performance in sound and vision or in sound only for no additional fee in order to produce an EPK. The engager will inform the Musician of the intention to produce an EPK recording at the time of engagement. The recorded excerpts used in the EPK must not include any musical piece in its entirety, however short, and will have a maximum duration in aggregate of 10 minutes. Audio/visual recordings of such excerpts should, where possible, be watermarked throughout their duration to deter unauthorised uses. EPK recordings may be used for promotional purposes only and may include free and for non-commercial presentation by the engager to promote ticket sales for the concert(s) for which the Musician has been engaged under this Agreement. EPK recordings may also be used by third parties such as tourist boards and government agencies to promote the venue or city in which the concert(s) will take place. Recordings shall not be used for the evaluation of the performance of any musician engaged under this Agreement.

15. ELECTRONIC INSTRUMENTS

Instruments and devices incorporating pre-recorded sounds or producing sounds by electronic means are not to be used to replace or reduce the employment of conventional instrumentalists on engagements carried out under this Agreement where conventional instrumentalists may be reasonably or traditionally expected to be used.

16. PORTERAGE

The following portorage payments shall apply for all engagements under these Terms and Conditions, unless the orchestra management makes arrangements to transport the instruments:

<u>Group A</u>	<u>Payment £18</u>
	Double Bass
	Tuba
	Bass Saxophone
	Contra Bassoon
<u>Group B</u>	<u>Payment £13</u>
	'Cello
	Baritone Sax
	Two Saxophones
	Bass Clarinet

Portorage rates for other heavy instruments are subject to individual negotiation: e.g. Timpani, Percussion instruments, Electronic Keyboards, Harp, Kit Drums and Electric Guitar.

A full portorage payment will be due for each day of an engagement, except where a musician chooses to leave his/her instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case,

one portorage payment shall not be paid for each night during which the instrument is left at the venue. The venue concerned must be secure.

17. HEALTH & SAFETY

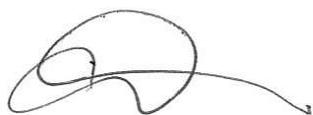
The NCO shall use its best endeavours to safeguard the health, safety and welfare of musicians engaged under these terms and conditions. Musicians engaged under these terms and conditions will take all reasonable care to ensure that they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and will co-operate with the NCO in meeting health and safety requirements.

Musicians engaged under this agreement will take all reasonable care to ensure that they do not endanger themselves whilst travelling to and from engagements. Long journeys should be planned in advance to allow sufficient time for regular breaks and sufficient time should be allowed to take account of unforeseeable weather and traffic conditions and to navigate unfamiliar routes. Organisations such as the AA, MU and ROSPA recommend a 15 minute break should be taken in every 2 hours of driving.

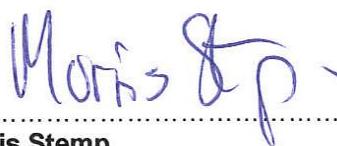
18. DISPUTES

Should any dispute arise in the interpretation of the Agreement, which cannot be settled at local level, it shall at once be referred to the Director of the Association of British Orchestras and the Assistant General Secretary of the Musicians' Union, who shall meet as soon as possible and in any case within ten days of the referral. If they are unable to agree, the matter shall be referred to a single arbitrator, being a person of standing acceptable to both parties. If agreement of an arbitrator cannot be reached within seven days the procedures shall be regarded as exhausted.

Signed:



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Charles Rowley
General Manager
Northern Chamber Orchestra



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Morris Stemp
Orchestras Official
Musicians' Union

Date: 20.01.20

Date: 27/1/20

APPENDIX A - ORCHESTRAL CONCERT TOURS IN UK

The following rates and conditions supplement the basic rates and conditions for casual orchestral concerts:

1. Definition of Tour
An engagement comprising more than one performance and which involves the musician in two or more consecutive nights away from his/her normal centre of employment.
2. "Distance Fees"
The "distance" fees in clause 9(i) and (ii) apply only to the first and last days of the tour.
3. Travel; Payments and Conditions
If transport is not provided by the engager, the appropriate mileage allowances or standard class rail fare (plus the cost of any necessary supplementary journey) shall be payable in respect of all necessary journeys, as set out in clause 9 of these terms and conditions, together with reimbursement of necessary sea or air journeys, and any tolls, tunnel/bridge and congestion charges or similar payments necessary to complete the journey.
4. Subsistence
Daily Payment: a "subsistence" payment of **£21.50** per day to be paid in addition to all other fees to cover meals and other expenses on each day of the tour except on the first and last days of the tour when "distance fees" are paid.

Overnight Stay: hotel, if provided by the engager, to be three star or equivalent with single room accommodation and full "English" breakfast (within reasonable distance of the engagement). If suitable hotel accommodation is not provided then the subsistence payment for bed and breakfast stated in clause 9(i) "Overnight Stay" applies.
5. "Free" Days: A half fee shall be paid in addition to all other payments for all non-working days, including the opening day of the tour but excluding the return day unless the return time is after 1pm.
6. Morning Calls: There shall be not less than eight hours free before the first morning call of any day. Any call before 8.30am to be paid overtime (i.e. 1/8 of the appropriate concert fee for each thirty minutes or part thereof before 8.30am). For this purpose a "call" is defined as the time for which the orchestra is called collectively whether for rehearsal, performance or travel.