



**NORTHERN BALLET SINFONIA
& MUSICIANS' UNION**



**EXTRAS & DEPUTIES
BALLET ORCHESTRA AGREEMENT**

To operate from 1st April 2021 to 31st March 2022

It is agreed between Northern Ballet (hereinafter called the Management) and the Musicians' Union (hereinafter called the Union) that this Agreement represents the minimum terms and conditions agreed collectively between Northern Ballet and the Musicians' Union for Musicians (hereinafter called the Musician) working as Extras and Deputies for ballet engagements with the Northern Ballet Sinfonia.

Signed

23rd June 2021

Dated

on behalf of
Northern Ballet

23rd June 2021

on behalf of the
Musicians' Union

1. DATE AND DURATION OF AGREEMENT

The terms and conditions set out in this Agreement shall come into effect on 1st April 2021 and will be subject to revision on 31st March 2022.

2. CONTRACTS OF ENGAGEMENT

The engagement shall be offered to the musician by means of weekly contracts and shall be confirmed by the exchange of contracts between the musician and the Management. If, due to unforeseen circumstances, any performance or rehearsal is cancelled by the Management then the musician will be entitled to the following payments unless the musician, using all reasonable endeavour, finds alternative work:

If the Management indicates within a contract with a musician that extra performance(s) may be required to be given and to be confirmed at a later date then that confirmation will need to be given by the Management within 4 weeks of the date(s) in question.

3. TERMS OF ENGAGEMENT

Subject to the musician performing his/her services in accordance with the terms of this Agreement (or being ready, willing and able to do so) the Management shall pay the musician in respect of each contract not less than the rates of pay shown in Appendix A; payment to be made during the engagement.

- (a) The basic working week shall be deemed to be the week commencing Monday and ending on Sunday.
- (b) The word 'session' means a performance or rehearsal each lasting a maximum of three hours.
- (c) Where the Management presents more than one ballet in any one week any musician engaged by the Management (except in cases of sickness or other emergency) shall be paid not less than 3 sessions with the proviso that the daily touring allowance shall be paid only for the days worked.

4. PAYMENT FOR SERVICES OTHER THAN THOSE COVERED BY THE ABOVE

(a) **Additional Rehearsals & Seating Calls**

An additional rehearsal and seating call of up to 1 hour duration may be scheduled on the first performance day of each ballet at each new venue provided that it is used exclusively for rehearsal of the repertoire of that day's performance, and that it is held within three hours of the first performance. All additional rehearsals and seating calls shall attract payment at one sixth of the appropriate session fee per half hour or part thereof. At the commencement of each additional rehearsal sufficient time shall be allowed to permit a seating call for the purpose of arranging musicians in the pit to ensure that each musician has sufficient space to perform and is not exposed to unacceptable noise levels, and for the purpose of balancing sound.

(b) **Sunday Rehearsals or Performances**

Payment for any Sunday rehearsal or performance for Ballet productions with a maximum duration of three hours shall be double that of the session rate whether or not that rehearsal or performance is linked to sessions of the previous or following weeks.

(c) **Overtime**

Except in the case of a performance or Dress Rehearsal, overtime will require the consent of the musician. For each 15 minutes (or part thereof) worked in excess of three hours per session, subject to a maximum overtime call of 1 hour, the musician shall be paid at time and a half of the appropriate session rate, i.e. 1/8th. Overtime in excess of 1 hour shall attract a further full session payment at the rate of the initial session.

(d) **Stage Performance**

A musician required by the Management to perform on stage, whether or not in view of the audience, shall be entitled to additional payment as shown in Appendix A.

(e) **Doubling/Trebling**

A musician shall normally be engaged to play one instrument with the exception of Bb/A clarinets. If the management requires a musician to play more than one instrument, e.g. flute and piccolo, oboe and cor anglais, clarinet and bass clarinet, they shall pay the appropriate fee as shown in Appendix A.

5. PORTERAGE

For the transporting of Bass Clarinet, Tenor Saxophone, 2 Saxophones, Clarinet & Saxophone, Contra Bassoon, Tuba, Cello, Double Bass, Harp and Timp/Percussion, musicians shall receive weekly portorage payments shown in Appendix B, provided that the musician will be required by the Management to remove his/her instruments from the theatre after the final performance of the week. If additional rehearsals or performances are called by the management at venues other than the theatre/concert hall they shall pay an additional portorage payment at the agreed rate. If additional rehearsals or performances are called by the management within the theatre/concert but at venues other than the pit they shall pay an additional portorage payment of 50% of the agreed rate.

6. STATUTORY HOLIDAYS

If a musician is required to work on any day announced by the Government to be a statutory holiday he/she shall be paid double the appropriate session rate.

7. TRAVELLING

- (a) When a musician is required to travel outside a radius of 15 miles from Quarry Hill, Leeds to the venue at which he/she will be required to perform, the Management shall pay to the musician the equivalent of a "Off Peak" return rail fare from Leeds to the venue for each engagement. Players of harp, double bass and percussion shall be paid two "Off Peak" return tickets.
- (b) When a musician is required to travel outside a radius of 15 miles from the musician's normal centre of employment to the venue at which he/she will be required to perform, the Management shall pay to the musician the distance fee shown in Appendix A in respect of the time spent travelling for all miles necessarily travelled in reaching, fulfilling and returning from each engagement. Exceptionally, when air travel is provided by the Management, the distance fee shall be limited to a single fixed payment per journey, as shown in Appendix A.
- (c) Any travel day on which there is a rehearsal and/or performance scheduled shall not have a spreadover in excess of 12 hours.

8. TOURING ALLOWANCE

The Management shall pay the musician a touring allowance for all periods of work which take place outside a 15 mile radius of the musician's normal centre of employment as follows:

- (a) The weekly Touring Allowance shall be the sum as agreed between UK Theatre and the Union under the Touring Opera/Ballet Orchestras' Agreement and such sum shall be subsequently reviewed by reference to the Retail Price Index as notified to the Management and the Union by UK Theatre Reviews shall take place every six months and the revised rate will apply for the following 26 weeks.
- (b) The Touring Allowance shall be increased by 25% for qualifying services performed in any of the following towns: Aberdeen, Birmingham, Glasgow, Manchester, Leeds, Inverness, Bath, Milton Keynes, Oxford, and by 33% in London.
- (c) The appropriate weekly rate shall be payable for six or seven days on tour. A daily rate of one sixth of the weekly rate will be payable for engagements of less than six days.

9. ABSENCE

- (a) The musician shall not, without the Orchestral Manager's prior permission, appoint or send any substitute or deputy for any performance or rehearsal, nor shall he/she be absent from any performance which he/she is required to attend except in consequence of illness or physical incapacity (certified by the production to the Orchestral Manager of a medical certificate as required). Leave of absence will be by agreement

with the Orchestral Manager.

- (b) Where a musician is absent through illness or physical incapacity, the engagement of a deputy shall be the responsibility of the Management.

10. ORCHESTRA PERSONNEL

- (a) The Regular Touring Orchestra shall be defined as the personnel listed in Appendix C.

- (b) Deputies & Extras

When deputies are required, due to the absence of members of the Regular Touring Orchestra, or when extras are required, due to the orchestra being enlarged beyond normal requirements, they shall be drawn from a pool agreed between, and reviewed at least every six months by, the Musical Director, Orchestra Manager and the relevant Principal Player, a current list of which will be available from the Orchestra Manager. The engagement of extras will be the responsibility of the Orchestra Manager.

11. UNION MEMBERSHIP

The Management recognises the Musicians' Union as the sole representative organisation for musicians and strongly recommends all musicians to become or remain members of the Union.

12. BROADCASTING AND RECORDING

Musicians engaged under this Agreement shall not be under any obligation to permit a performance or rehearsal to be broadcast or recorded and the Management shall not be entitled to arrange any broadcast or recording of a performance or rehearsal without prior agreement between the Management and the Union, except where an agreement exists between the Union and the broadcasting organisation or where permitted under Clause 13.

13. ARCHIVE/REFERENCE VIDEO RECORDING

(a) The Members of the Orchestra agree to participate in one audio/video recording per venue on tour for internal archive and reference, audio description or internet promotional purposes only. Such recordings shall be subject to the following terms and conditions:

- (i) The recording shall only be made during a scheduled rehearsal, dress rehearsal or performance when the musicians involved are receiving fees.
- (ii) The production of the recording shall not affect the performance or rehearsal for which the musicians have been contracted, e.g. by seating, lighting or any other factor, nor shall "retakes" be permitted for the purpose of the recording.
- (iii) The recording shall only be of a standard necessary for archive/reference purposes using a single camera.
- (iv) The recording shall not be used for the evaluation of the performance of any musician.
- (v) Only the original recording will be retained for archive or reference purposes and that recording will not be reproduced or copied under any circumstances.
- (vi) A segment of up to two minutes duration of any archive video recording may be displayed on the NBT website for the sole purpose of promoting the Company.
- (vii) One performance, rehearsal or dress rehearsal will be designated for the recording and a minimum of 24 hours notice will be given to the Union Steward of the time, date and venue of the recording.
- (viii) Recordings made for audio description shall be of the dress rehearsal only.

(b) The Members of the Orchestra also agree to participate in an unspecified number of short extract video recordings exclusively for the purpose of allowing the dancers a visual reference with which to assess their own performances. Such recordings will be subject to the limitations as shown in sub-clauses (i)(ii)(iii) and (iv) above, together with the following terms and conditions:

- (i) The recording shall be limited in duration sufficient to enable the dancers' technical point to be assessed, and shall not exceed 10 minutes in length.

- (ii) Only the original recording will be retained for assessment purposes, no copies will be made, and the recording will be destroyed as soon as the purpose for which it was made has been accomplished, and in any case within 7 days.
- (c) The Members of the Orchestra agree to the use of archive footage on the Northern Ballet web site, other associated sites, eFlyers, FOH Venue screens and TV advertisements.

14. USE OF RECORDED MUSIC

The Management shall not without the Union's prior consent use or approve the use of any recorded music in substitution, amplification or augmentation of the performance required of the musician under this Agreement.

15. ELECTRONIC INSTRUMENTS

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

16. CONCILIATION

In the event of any dispute or difference arising between the Management and a musician as to the interpretation of this Agreement and if such dispute or difference cannot be resolved between the parties thereto within a reasonable time then at the request of either party it may be referred to a Conciliation Board (consisting of an equal number of representatives from UK Theatre and the Union) which shall meet and give a decision with the utmost dispatch and in any event within not more than 28 days and such decision shall be final and binding on the parties to the dispute or difference.

APPENDIX A

FEES

Effective from 1st April 2021 to 31st March 2022

MINIMUM RATES OF PAY	Sub-Principals	£86.63
PER SESSION: (Clause 3)	Principal	£92.32
	Principal Trebling	£102.94

The fees shown above are inclusive of a holiday pay contribution of 12.07%.

ON STAGE FEE: (Clause 4d) **£8.11** per session

DISTANCE FEE: (Clause 7b) **£0.275**

For engagements outside a radius of 15 miles of Quarry Hill:

Air Travel: Single Journey Payment **£23.11**

All session fees including commercial recordings and concerts to be Northern Ballet rates (Sunday concerts do not incur double time)

APPENDIX B

PORTERAGE

Cello, bass clarinet, tenor saxophone, 2 saxophones, clarinet & saxophone, contra bassoon, tuba	£16.67
Double Bass	£22.64
Harp	£55.65
Timp/percussion	negotiable

APPENDIX C

REGULAR TOURING ORCHESTRA LIST

1st Violins

Geoffrey Allan
Position Vacant
Position Vacant
Helen Boardman
Raimonda Koço

2nd Violins

Winona Fifield
Laura Concar
Ian Flower

Violas

Rosalyn Cabot
Hannah Horton

Cellos

Alexander Volpov
Toby Turton

Double Bass

Position Vacant

Harp

As required

Timpani/Percussion

Ian Hood
John Melbourne

Flute/Piccolo

Thomas Hancox

Oboe

Mary Gilbert

Clarinets

Joanne Rozario
Alan Asquith

Bassoon

Paul Boyes

Horns

Nicholas Wolmark
David Horwich

Trumpet

Tracey Redfern

Trombone

Richard Scoates

Tuba

As required

* *Harp seat 'as required': when no harp is required because of the orchestration, the management undertakes to contract a player in another section in a position additional to those shown above.*