

**REGULAR TOURING BALLETS
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 Members of the Northern Ballet Sinfonia, and the Musicians' Union for Musicians (hereinafter called the Musician) contracted by Northern Ballet for ballet engagements as members of the Northern Ballet Sinfonia.

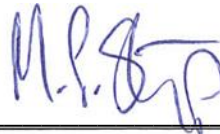


Signed

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 payment 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.

~~(This clause is suspended for 2021-2022 Season. The Management guarantees to offer to engage all the musicians named in Appendix C of this Agreement for the total number of sessions specified at the start of the contract year (1st April – 31st March), or 150 sessions, whichever is the greater. Should the Musical Director request rehearsals which do not include the whole orchestra, after the start of the contract year, only the members involved in those rehearsals will get paid).~~

- (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.
- (d) Exceptionally, where a new production or a revival of an existing production is scheduled, the initial period of rehearsal and performances will be offered as a Tied Period.

A Tied Period will constitute all scheduled rehearsals and up to and including the first five performances of the production. A Tied Period may exceed a normal working week.

Where a Musician is offered and accepts all the scheduled sessions within a Tied Period, as defined above, the Management shall pay to that Musician an additional payment, as shown in Appendix A, for each session scheduled within the Tied Period.

Where a Musician requests to be absent for one or more sessions within a Tied Period, such a request shall not be unreasonably refused by the Management. If a Musician is granted absence for one or two sessions within a Tied Period (whether pre- or post-contractually), the Management will still pay to that Musician the additional payment for the remaining sessions undertaken in that Tied Period (Appendix A). If a Musician is absent for three or more sessions within the Tied Period then the Management shall not be required to make any additional payment. Absence through illness or physical incapacity shall not be counted as absence in consideration of whether the additional payment is paid.

- (f) Exceptionally, where productions are staged in Leeds or within a 15 mile radius of Leeds, an 'extra' per-session payment, as shown in Appendix A, shall be paid to each member for every session worked. This additional payment will not attract 'double' time on Sundays and Bank Holidays.

The supplementary fees in clauses 3(e) and 3(f) are not affected by absence due to illness.

- (g) Where there is a day within the week without a performance, then a full fee is payable plus any subsistence due. This does not apply to weeks in Leeds or within a 15 mile radius of Leeds.

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 (Technical) 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.

(f) **Overseas Performances**

When the company performs overseas without using its own orchestra, the management shall pay to each musician named in this agreement the appropriate fee as set out in Appendix A.

(g) **Attending Auditions**

Any player agreeing to attend auditions will be paid a principal fee only, for attendances of up to 3 hours in aggregate. Expenses will only be paid if the orchestra is not already working in the relevant city. In the event of a small number of auditions taking place during touring weeks, these will be accrued and session paid at the appropriate time

5. PORTERAGE

For the transporting of Bass Clarinet, Tenor Saxophone, 2 Saxophones, Clarinet & Saxophone, Contra Bassoon, Tuba, Cello, Double Bass, Harp and Tymp/Percussion, musicians shall receive weekly portrage 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 portrage 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 portrage 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 Quarry Hill, Leeds 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 Quarry Hill, Leeds, 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, 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 agreed by consultation with the Orchestral Manager. The management will look sympathetically on time off requests that are not deemed to affect the overall performance of the orchestra
- (c) Where a musician is absent through illness or physical incapacity, the engagement of a deputy shall be the responsibility of the Management.
- (d) Whether arranged pre- or post-contractually:
 - if a Musician is absent for an entire week, the engagement and payment of the deputy will be the responsibility of the Orchestra Manager;
 - if a Musician is absent for only part of a week, the engagement and payment of the deputy will be the responsibility of the Musician.
- (e) Where the Management insists on a deputy 'sitting in', the total cost incurred for that session will 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 Players, 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. DISCIPLINARY PROCEDURES

The Orchestral Committee and the Union shall be notified if the following procedures are instigated:

- (a) Should a musician's standard of performance be questioned either by the Musical Director or by the relevant Principal Player: The musician will be informed verbally by the Musical Director in the presence of the Orchestra Manager, the musician's own nominated representative and the Principal Player or, in the case of a Principal Player, in the presence of the Leader. The warning will be confirmed in writing within seven days with the reasons for such warning being clearly stated and the musician will be entitled to a minimum of 12 weeks Notice of Improvement, of which no less than 6 shall be working weeks. Should no improvement be recognised, the musician will then be notified in writing that he/she will be contracted for engagements occurring in the subsequent 12 weeks beyond which he/she will not be offered any further contracts.
- (b) Should a musician's conduct or punctuality be in question, a verbal warning must first be given by the Orchestra Manager in the presence of a member of the Orchestral Committee. Should the misconduct be repeated, a warning in writing shall be issued by the Orchestral Manager to the musician, with a copy to the Union. Contracts may then be terminated if these warnings are not observed. A warning will stand for one year, after which time has elapsed the warning will automatically be withdrawn.

12. 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.

13. 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 14.

14. 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 in writing 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.

15. USE OF RECORDED MUSIC

Regardless of whether or not the sessional guarantee has been fulfilled (Clause 3c), 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.

16. 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.

17. 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.

18. USE OF ORCHESTRA

Regardless of instrumentation, the management agrees to pay all named members of the orchestra for all performances in the UK, except in the case of David Nixon's productions of 'Dracula' and 'Ondine' at West Yorkshire Playhouse. In the case of other repertoire, a 'royalty' will be paid as set out in Appendix A

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%.

TIED PERIODS OF WORK SUPPLEMENT (Clause 3d)	£12.00	per session
LEEDS / BRADFORD SUPPLEMENT (Clause 3f)	£39.41	per session
ON STAGE FEE: (Clause 4d)	£8.11	per session
OVERSEAS FEE: (4f) WYP: (Clause 18)	£26.53	per session
DISTANCE FEE: (Clause 7b) Distance Fee	For engagements outside a radius of 15 miles of Quarry Hill: £0.275	
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

Tympani/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.*