



TERMS AND CONDITIONS FOR FREELANCE MUSICIANS WORKING AS EXTRAS AND DEPUTIES WITH THE ORCHESTRA OF OPERA NORTH

1 PRECEDENT

No previous benefit, agreement or working practice between Opera North ('the Company') and the Musicians' Union ('MU') will be regarded as precedent to be applied to this agreement or future working practices.

2 DURATION OF AGREEMENT

The general terms and provisions of this agreement will come into operation on 1st April 2020 and will continue in force until terminated or revised.

3 MUSICIANS' UNION MEMBERSHIP

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

4 CONTRACTS AND PAYMENTS

Every player will receive a written contract of engagement for all work, detailing dates, times, venues, programme, position, fees and expenses due and dress code.

Payment will be made no later than 30 days after engagement or at next regular scheduled date for payment.

5 HEALTH AND SAFETY

All musicians engaged under the terms of this Agreement are required to co-operate at all times in the implementation of the Company's Health and Safety Policy and Procedures as prepared by the Opera North Health and Safety Committee in accordance with the Health and Safety at Work etc. Act 1974 which is available on request.

6 EQUAL OPPORTUNITIES

Opera North undertakes to operate employment policies which do not discriminate against any individual on grounds of colour, religion, sex, sexual orientation, disability or any other prejudice and all players are required to comply with these. Full copies of the Company's Equal Opportunities policy are available on request.

7 MUSICIANS ARE CONTRACTED TO PLAY ONE OF THE FOLLOWING TIERS:

1. Section Principal
2. Principal
3. Sub-principal (including 'numbered' string positions)
4. Tutti

Tier designations are detailed in Appendix 1 of the ON / MU House Agreement.

8 NOTICE OF CANCELLATION

- If any call is cancelled by the Company at less than 28 days' notice, the Musician shall be entitled to be paid in full for such cancelled call(s).
- In the event that a call(s) is (are) cancelled at less than 28 days' notice, the Musician shall remain available to the Company. If the Musician chooses to not remain available, no payment shall be made.

9 OPERA FEES

Position	Opera Rate ¹	Long Opera Rate ²	15 mins overtime ³
Tutti	£81.49	£163.02	£10.19
Sub Principal	£84.95	£169.90	£10.62
Principal	£89.54	£179.09	£11.19
Section Principal	£105.71	£211.44	£13.21

The fees above show the total call fee applicable, i.e. the basic fee plus holiday pay of 12.07% of the basic fees.

- 1 The Opera Rate will be paid for:
 - Rehearsals for opera which may be 2, 2.5 or 3 hours in length. Rehearsals over 3 hours but less than 4 hours will receive the appropriate overtime payment – see 3.
 - Dress Rehearsals up to a maximum of 4 hours in 15-minute units.
 - Opera performance calls up to 3.5 hours. Performance calls of 3.75 and 4 hours long will receive the appropriate overtime payment – see 3.
 - 2 The Long Opera rate will be paid for opera performances between 4 hours and 6 hours and dress rehearsals between 4 hours and 7 hours.
 - 3 Overtime rates are per 15 minutes or part thereof. (Time & a half of 3hr Opera Rate)
 - Seating and balance calls in the theatre are paid at the overtime rate for the duration of the call.
- An opera performance shall be deemed to have finished at the end of the stage calls until which time players shall remain in the pit.

10 CONCERT FEES (INCLUDING REHEARSAL AND CONCERT PERFORMANCES OF MAIN-SCALE OPERA)

Position	Standard Fee ¹	Single Reh ²	Long Concert ³	30 mins overtime ⁴
Tutti	£117.10	£70.27	£178.42	£14.64
Sub Principal	£122.66	£73.60	£184.00	£15.34
Principal	£128.24	£76.95	£195.15	£16.04
Section Principal	£144.97	£86.99	£217.45	£18.13

The fees above show the total call fee applicable, i.e. the basic fee plus holiday pay of 12.07% of the basic fees.

- 1 The standard fee will be paid for:
 - Two rehearsals (up to three hours each) on the same day
 - Up to three hour rehearsal plus concert [up to 3 hours in length]
 - Concerts may be scheduled at 2, 2.5 or 3 hours in length, including an interval of not less than fifteen minutes. In the case of a concert where no interval takes place, fifteen minutes shall be added to the length of the performance.
 - Two Schools or Educational concerts with or without rehearsal and contained within a spread over of six hours.
 - One Schools or Educational concert with or without rehearsal and contained within a spread over of three hours - 60% of the appropriate standard fee.
- 2 The single rehearsal fee will be paid for:
 - One concert rehearsal (up to three hours) where that is the only concert session on a given day. For the avoidance of doubt, Sections 9 and 10 cannot be used in combination.
- 3 The long concert fee will be paid for concerts over four hours and up to a maximum of 6 hours.
- 4 Overtime rates are per 30 minutes or part thereof. (Time & a half of 6 hr Standard Fee)
 - Seating calls before concerts are paid at the overtime rate for the duration of the call.
 - 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.
 - Rehearsals for recording sessions shall be paid as per the current BPI / MU Agreement.

11 DOUBLING

- Where a musician is required to play more than one instrument, an additional payment shall be made in respect of each additional instrument.
 - For work under Clause 9, 1st doubling is 25% of fee and 2nd doubling is 15% of fee.
 - For work under Clause 10, 1st doubling is 15% of fee and 2nd doubling is 10% of fee.
- A musician shall not normally be required to play more than three instruments in any session.
- Doubling fees will 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.

Keyboard and percussion 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:

(a) Keyboard Instruments:

- (i) Piano / electric piano / keyboard
- (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)

12 STAGE MUSIC

Where a musician is booked to play as part of a stage band, the following payments shall be made:

Playing only off stage, not in view of the audience	no additional payment
Playing in the pit and off stage, not in view of the audience	£8.16 per performance
Playing only on stage, in view of the audience	£10.51 per performance
Playing in the pit and on stage, in view of the audience	£15.30 per performance
Spending time on make-up prior to appearing on stage	£11.19 per performance (15mins overtime)

13 CHAMBER MUSIC

- For the purpose of this agreement, chamber music is defined as 'music written by the composer for only one player to each and every part'.
- Musicians engaged to play chamber music will be paid at Section Principal or Principal fees for chamber operas and / or concerts.

14 PORTERAGE

A full portorage payment shall 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.

Portorage payments for engagements shall be as follows:

GROUP	INSTRUMENTS	RATE
A	Harp	£43.00
B	Double Bass, Electric Guitar, Electric Bass Guitar	£17.95
C	Bass Saxophone, Contra Bassoon, Tuba	£14.75
D	Baritone Saxophone, Trombone plus one other brass instrument, French horn plus one other brass instrument, 2 Saxophones, Cello	£10.50
E	Percussion instruments, Timpani, Organ, Electronic keyboards, Kit	By negotiation

15 TRAVEL, SUBSISTENCE & PAYMENTS FOR LATE RETURNS / EARLY STARTS

- If the engagement is for a performance or rehearsal at a venue which is over fifteen miles from the recognised central point of the musician's normal centre of employment, a travelling allowance of **35p per mile** shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement.
- If alternative transport is provided and paid for by the Company, a reduced travelling allowance of **16p per mile** shall be paid.

- When air travel within the UK is provided and paid for by the Company, the travelling allowance shall be limited to a single payment of **£22.40** for that part of the journey travelled by air. 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 **£9.15 per hour** or part thereof (up to a maximum of **£36.80**) 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.
- In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.
- An overnight touring allowance according to the rates below shall be paid where:
 - The musician's scheduled time of return is after 02:00;
 - For the previous night if the musician's scheduled time of departure is before 08:00:
 - The musician is engaged for two or more consecutive days' work and the distance to be travelled to return to the recognised central point of his or her normal centre of employment is 80 miles or further.

Work under Clause 9:			
UK Theatre Opera and Dance Touring Allowances (as at April 2019)			
N.B. rates are adjusted quarterly			
Nightly	£60.06 ¹	£75.07 ²	£80.06 ³
¹ is the standard rate, applicable to all venues not covered by rates 2 & 3			
² applies to Aberdeen, Birmingham, Manchester, Glasgow, Inverness, Bath, M' Keynes & Oxford			
³ applies to London			
Work under Clause 10:			
ABO / MU Overnight Rate (as at April 2019)			
N.B. rates are adjusted annually			
Concert overnight payment	£63.10		
Concert overnight payment supplement for London	£20.30		

- Following an overnight stay, and where the subsequent day of an engagement does not incur a full overnight payment, a meal allowance will be paid as follows (based on the return time to the recognised central point of musician's normal centre of employment¹):

After 13.30	£10.50	After 18.30	£15.50	After 21.30	£21.00
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- The following late return and early start payments will be paid:

	Fee
Returning to base between midnight and 12.30 ¹	£5.05
Returning to base between 12.30am and 01.00 ¹	£10.05
Returning to base between 1.00am and 02.00 ¹	£15.10
Returning to base after 02.00 ¹	Overnight payment
Leaving base before 08.00 ²	Overnight payment

¹ 'Time of return' is defined with reference to the musician's time of departure from the rehearsal or concert venue, the distance to be travelled to the recognised central point of the musician's normal centre of employment, and an average speed of travel of

50mph. The time of departure is deemed to be fifteen minutes after the finishing time of the concert or rehearsal.

- ² '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

16 MEDIA

Musicians involved in rehearsals and performances that are recorded and /or broadcast / distributed are covered by the arrangements set out in section 15 (Media) of the ON/MU House Agreement.

Payment of a fee for an opera or concert engagement includes a live or deferred radio relay (including one repeat transmission and related catch up service). There will be no limit on the number of relays of standard concert performances; however, relays of opera performances and concert performances of opera will be limited to four per player per year. (September – August). For the avoidance of doubt, a Long Opera will count as two relays.

Any relays over this limit and all other work covered under the Media Agreement, will be paid the appropriate point value (**£23.00 per point**) as detailed in the 'Media Points Allocation' table in Schedule 4 of the ON / MU House Agreement.

The only area where this Appendix does not apply to Extra Musicians is when the Orchestra is working on CD recordings (terms normally applied by the BPI/MU agreement). In such cases the Musician will be paid the appropriate session rates under the BPI/MU Agreement.

16.1 Sound/visual Recordings (News Access)

Musicians agree to participate in audio and / or audio-visual recordings for News items, subject to the conditions outlined in Section 15.3 of the ON / MU House Agreement.

16.2 Electronic Press Kits

Musicians agree to participate in audio and / or audio-visual recordings for promotional purposes – Electronic Press Kits, subject to the conditions outlined in Section 15.4 of the ON / MU House Agreement.

17 ARCHIVE / REFERENCE RECORDING FACILITY

Musicians agree to participate in audio-visual recordings for archive and reference purposes, subject to the conditions outlined in Section 17 of the ON / MU House Agreement.

18 DRESS CODE

The normal dress code for performances with the Orchestra is detailed in Appendix 3 of the ON / MU House Agreement.

Signed by:



Phil Boughton
Director of Orchestra & Chorus
Opera North



Morris Stemp
Orchestras Official
Musicians' Union