

# OPERA NORTH


## ORCHESTRA OF OPERA NORTH HOUSE AGREEMENT

Signed by,



---

**Phil Boughton**  
Director of Orchestra & Chorus  
Opera North



---

**Morris Stemp**  
Orchestras Official  
Musicians' Union

Prepared by Phil Boughton  
Director of Orchestra and Chorus



## **PART 1**

### **1 HOME BASE**

Opera North is based at the Grand Theatre, Leeds. All work within the Leeds/Bradford Conurbation is regarded as within the home territory of the Company.

### **2 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.

### **3 DURATION OF AGREEMENT**

The general terms and provisions of this agreement will come into operation on 1 April 2019 and will continue in force until terminated or revised by either party giving to the other not less than thirteen weeks notice in writing.

### **4 MINIMUM TERMS AND CONDITIONS**

The terms and conditions of employment set out in this agreement shall be the minimum terms and conditions applicable to permanently employed orchestral musicians who have completed a satisfactory probationary period as per Part 1 Clause 7 of this agreement.

### **5 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.

### **6 CONTRACTS OF EMPLOYMENT**

Every employee will receive a written contract of employment.

### **7 PROBATIONARY PERIOD**

All permanent appointments in the Orchestra of Opera North are subject to a three-month probationary period at the end of which each party will have the opportunity to review the situation and if satisfactory to both the employment will be confirmed.

### **8 HEALTH AND SAFETY**

- 8.1 All members of staff 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.
- 8.2 The Orchestra shall nominate one of its members to serve as a member of the Company's Health and Safety Committee.

### **9 EQUAL OPPORTUNITIES**

- 9.1 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 employees are required to comply with these.
- 9.2 Full copies of the Company's Equal Opportunities policy are available from the General Director's office.

## **10 HOLIDAYS**

- 10.1 Each musician shall be entitled to five weeks holiday with pay during the contract year.
- 10.2 Such holidays shall be taken at a time, or times decided by the company with the following provisions:
  - 10.2.1 A minimum of three consecutive weeks holiday shall be given between the months of June and September inclusive.
  - 10.2.2 Wherever possible, one week of holiday shall be given between the months of December and March inclusive.
  - 10.2.3 Notification of the summer holiday dates shall be given no later than the first working day at the beginning of the calendar year. No less than four months notification shall be given for holidays at other times.

## **11 SICKNESS AND ACCIDENT BENEFITS**

Arrangements for absence due to sickness or accident shall be as set out in the Opera North Staff handbook.

## **12 FAMILY POLICIES**

Arrangements for absence due to maternity, paternity, adoption or parental leave shall be as set out in the Opera North Staff handbook.

## **13 DISCIPLINE AND GRIEVANCE POLICIES**

The employment of musicians shall be subject to the Opera North Grievance and Disciplinary Procedures as set out in the Opera North Staff Handbook. Matters of conduct etc. would be subject to the Disciplinary Procedure. Issues concerning capability and poor artistic performance will be dealt with under Part 1 Clause 15 of this agreement and if necessary, the arrangements set out in Appendix 2.

## **14 RESIGNATION**

Musicians giving notice of their intention to leave the Orchestra must give the Company thirteen weeks' notice in writing; such notice to be given on any Monday.

## **15 POOR ARTISTIC PERFORMANCE**

- 15.1 Musicians in the Orchestra of Opera North have a contractual and professional responsibility to maintain the artistic performance standards required by the Company.
- 15.2 Opera North will provide all reasonable support and encouragement in order to assist in the maintenance of those artistic standards.
- 15.3 If a musician performs below the standards expected, this will have a detrimental effect on the Orchestra and the Company. In these circumstances, it is the responsibility of the Company to bring this to the attention of the musician so they are aware of the problem and that it is the individual musician's responsibility to speedily rectify the position with appropriate support from the Company.
- 15.4 If it is alleged that a sub-standard performance is due to negligence or lack of application on the part of the musician, this is a conduct issue and will be dealt with through the Company's Disciplinary Procedure. Where sub-standard performance appears to be the result of stress related issues caused by, for example,

bereavement or family sickness, other established policies are in place at Opera North to deal with these wholly different circumstances.

- 15.5 Where sub-standard performance relates to a lack of the required ability, skills, or knowledge, this is a capability issue and will be dealt with through Appendix 2 - the Capability Procedure.

## **16 PENSION**

The Company will automatically enrol a musician into the company pension scheme after 3 months' service and make a contribution equivalent to 5.5% of the musician's basic pay, should you meet the current legislative criteria. You will not be required to make a personal contribution to qualify.

## **17 RELEASE FROM DUTIES**

- 17.1 The Company agrees to look favourably on any request for release from duties whether on compassionate or other grounds. Arrangements for release from duties on compassionate grounds will be as per the Opera North Company Handbook. In the case of release being granted on compassionate grounds, the Company shall be responsible for employing a deputy where it deems such a deputy is necessary.
- 17.2 The Company will use its best endeavours to ensure that members of the Orchestra are given appropriate opportunities for trials and auditions with other orchestras.
- 17.3 The Company will, wherever possible, grant release from duties for solo recitals, engagements as a concerto soloist and for chamber music bearing in mind the importance of the engagement to the musician and the importance to the Company of the work scheduled at the time, from which release is requested.
- 17.4 In the event of release from duties on grounds other than compassionate leave, should the Company deem it necessary employ a deputy the full cost of the replacement shall be borne by the musician.
- 17.5 In the event of release from duties not being granted the musician shall be entitled to appeal through the Company's Grievance Procedure.

## **18 SABBATICAL LEAVE**

- 18.1 The Company undertakes to look favourably on applications for unpaid leave for musical studies for a maximum of three months, subject to the limitations of this being granted to only one musician at any one time and normally only to a musician with more than six years' service with the Company, and on the understanding that the Company will be responsible for providing a deputy where necessary.
- 18.2 The Company also agrees to consider favourably applications for unpaid sabbatical leave for a maximum of one year, subject to the limitations of its being granted to only one musician at any one time and normally only to a musician with more than ten years service with the Company, and on the understanding that the Company will be responsible for providing a deputy where necessary.

## **19 RECRUITMENT**

- 19.1 All recruitment at Opera North is subject to the Opera North Recruitment Policy and Illegal Working Policy.
- 19.2 Vacancies in the Orchestra shall be notified to the Union.
- 19.3 Selection of candidates for audition shall be a matter for agreement between the Management and the relevant representative of the Orchestra.

- 19.4 Auditions shall be heard by a panel of equal numbers nominated by the Management and the Orchestra up to a maximum of six. The Director of Orchestra and Chorus shall be one of the Management members on the audition panel.
- 19.5 The Music Director shall be an ex-officio member of all audition panels.
- 19.6 Players other than section principals attending relevant auditions shall receive a payment as detailed in Schedule 2 to cover auditions for each post advertised, payable at the appointment of the new player.
- 19.7 Following the auditions and whatever period of further assessment is thought necessary, and after due consultation with the panel, the Management of the Company shall decide whom to appoint.
- 19.8 Subject to mutual agreement, any member of the Orchestra may attend auditions as an observer.

## **20 WORK RELATED TREATMENT**

- 20.1 Musicians requiring treatment for work related physical conditions may receive treatment through The Good Health Centre under the Opera North scheme.
- 20.2 In order to receive benefit through the scheme the Musician must be referred to The Good Health Centre (GHC) by the Director of Orchestra and Chorus or other relevant HoD. Following assessment by GHC a course of treatment may then be agreed and paid for by Opera North, normally, up to a maximum of 5 sessions.
- 20.3 The Company reserves the right to be kept advised of the nature and prognosis of the problem and the individual concerned must be willing to allow communication, in writing, between the GHC and the Company.
- 20.4 As an alternative to the above, each Musician shall be entitled to be reimbursed for up to £200.00 of fees per annum for the treatment of work related physical conditions where such treatment has been recommended by either the Musician's General Practitioner or a recognised AMABO doctor.
- 20.5 In these circumstances the Company shall be entitled to seek independent advice from a medical practitioner approved by both the Company and the Musicians' Union.
- 20.6 No treatment programme should be undertaken without the Management being informed by the Musician.

## **PART 2**

### **1 EMPLOYMENT OF THE ORCHESTRA**

The Company undertakes to employ an orchestra of not less than 54 full-time equivalent musicians.

### **2 DUTIES**

2.1 Duties of the musicians shall be:

- a) to play for performances, rehearsals, and recordings as directed by the Company
- b) to tour in the United Kingdom and abroad as defined in this agreement
- c) to undertake education work as defined in this agreement
- d) to perform chamber music as defined in this agreement
- e) to attend meetings within contract time called by the Company

2.2 Musicians are contracted to play one of the following tiers:

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

See Appendix 1 for full list of tier designations.

2.3 Principal players are contractually required to lead the relevant section when requested to do so without further payment subject to the cap as per schedule 2 of this agreement.

2.4 Sub-principal players are contractually required to play in Principal positions when requested to do so without further payment subject to the cap as per schedule 2 of this agreement.

2.5 Tutti players are contractually required to play in Sub-principal positions of the relevant section when requested to do so without further payment subject to the cap as per schedule 2 of this agreement.

2.6 When players are required to sit up as a result of stage band calls, these calls count towards the individual's cap as appropriate.

2.7 Tutti players required to play individual parts for stage band calls will receive the Tutti to Principal sit up fee as per Schedule 2 of this agreement.

2.8 With the exception of the 1<sup>st</sup> violins, Sub-principal string players are contractually required to lead the relevant section when requested to do so subject to supplementary payment as per Schedule 2 of this agreement.

2.9 In the 1<sup>st</sup> violin section, Principal violin (No 3) is required to play No2 (Co-leader) without further payment and to lead the section in an emergency only, subject to supplementary payment as per Schedule 2 of this agreement.

2.10 In the 1<sup>st</sup> violin section, Sub-principal No. 4 is contractually required to play in the No2 (Co-leader) position subject to supplementary payment as per Schedule 2 of this agreement.

2.11 In addition, by mutual agreement individual Musicians may play at a higher position than those allowed for in the above with the agreed supplementary payment.

2.12 If a player on any tier is required to sit up beyond the 40 call unpaid cap as a result of long-term absence or a vacancy in that position, an acting salary will be given for the duration of the excess sit up period. This clause does not apply in the case of Co-leader, Principal 1<sup>st</sup> violin (No 3) and Sub-principal 1<sup>st</sup> violin (No 4) and Co-Principal Horn where a separate agreement is in place.

### **3 HOURS OF WORK / CALLS**

- 3.1 The Musicians services will be required during 47 of the 52 weeks in a year. During the 47 weeks 94 free days and a further 8 statutory holidays or days in lieu will be provided. Christmas day will always be a free day.
- 3.2 The basic working week will be from Monday to Sunday.
- 3.3 The contract year will be divided into 13 four-week periods starting in the week during which the first Monday in August falls.
- 3.4 Within each four-week period the basic hours will be up to 96 hours and up to 32 calls. Any hours or calls worked in excess of this during a four-week accounting period will be paid as overtime (as detailed in part 2 clause 10). However, in any four-week accounting period the maximum number of scheduled hours permissible will be 102 and the maximum number of scheduled sessions will be 35.
- 3.5 Not less than 6 free days (from the allocation of 94) will be provided within each four-week accounting period. A free day is defined as “from one midnight to the next midnight” and may not be used by the Company as travel time or for any other call on the Musician’s services.
- 3.6 At least five of the 13 four-week accounting periods will contain a minimum of 8 free days.
- 3.7 The Company undertakes to schedule pairs of free days whenever possible. However, there shall be at least 25 pairs of days off (2 free days together, or a Bank Holiday or Holiday paired with a single free day) in the contract year. There will be at least one pair of free days in each four-week period.
- 3.8 For the purposes of calculating free days in a four week period (clause 3.5), two free days will be allocated to each holiday week but shall not count towards the annual entitlement of free days (clause 3.1).
- 3.9 A Travel Day is defined as a day when musicians are scheduled to return to Leeds from a tour venue, but when no other work is scheduled. It is deemed to be a working day for the purposes of clause 10.5 (seventh consecutive day) but shall have no calls or hours allocated to it.

### **4 SCHEDULING**

- 4.1 The annual orchestra advanced schedule will be issued not later than three months before the start of the performing season. This schedule will be subject to change.
- 4.2 Call sheets will be issued at least 6 weeks in advance.
- 4.3 Times of calls may be changed by up to an hour with at least 2 weeks notice.
- 4.4 Within the six-week notice period, dates can be changed only by mutual consent. All hours and calls removed/cancelled from the schedule after the commencement of any six-week notice period will be assumed to have been worked.
- 4.5 Musicians will not be contractually bound to perform engagements not included on the call sheets or for calls where they are not included within the orchestration.
- 4.6 Musicians must be ready to start the call at the time stated on the call sheet.

### **5 CALLS**

- 5.1 Numbers of calls:  
In any four-week period:
  1. Two out of the four weeks may contain a maximum of eight calls and 24 hours.
  2. Two out of the four weeks may contain a maximum of eight calls and 25 hours or nine calls and 27 hours except that on a maximum of three occasions in the contract year, in respect of complete concert weeks, one of these two weeks could contain 10 calls but containing a maximum of 26 hours.



- 5.2 Except for one occasion in a working year, there will be no more than two consecutive weeks containing more than 8 calls
- 5.3 A week may contain a maximum of six opera performances.
- 5.4 For the purposes of scheduling and calculating hours and calls, a full week of annual leave will have 8 calls and 24 hours allocated to it.
- 5.5 No musician may be called within 12 hours of arrival in Leeds following an out-of-town engagement and no call including coach start times may start within 11.5 hours of the termination of the last call of the previous day. Should a call be made on the musician's time within those hours, it will be calculated in units of fifteen minutes and paid at the rate shown in Schedule 2.

## **6 LENGTH OF CALLS**

### **6.1 Rehearsals**

- 6.1.1 Normal rehearsal calls may be calculated at 2, 2.5, and 3 hours in length.
- 6.1.2 Stage rehearsals will be a minimum of 2 hours and may be scheduled up to a maximum of 4 hours in 15-minute units.
- 6.1.3 Dress Rehearsals will always be called a minimum of 3 hours in length but may be scheduled up to a maximum of 4 hours in 15-minute units. Dress Rehearsals over 4 hours in length will count as 6 hours and 2 calls towards the four-weekly total.
- 6.1.4 On a maximum of two occasions per week, rehearsals may be called for seating, rehearsal and balance of up to 30 minutes for staged opera performance, or up to 1 hour for concerts and concert performance of opera, in the theatre or concert venue and will count as 1 hour and half a call.

### **6.2 Performances**

- 6.2.1 Opera Performance calls (including Concert Performances of Main-scale opera) are a minimum of 3 hours. Longer performance calls can be called at 3.5 hours and 4 hours.
- 6.2.2 Opera performances over 4 hours will be scheduled at 6 hours and two calls.
- 6.2.3 On the day of an opera or concert performance of over 4 hours duration, there shall be no other call except for a rehearsal/balance as defined in clause 6.1.4.
- 6.2.4 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.

### **6.3 Concerts**

- 6.3.1 Concerts may be scheduled at 2, 2.5 hours or 3 hours in length.
- 6.3.2 One educational concert including a maximum of one hour rehearsal and a minimum of 30 minutes break taking place within a 3-hour spread-over shall count as one call and 3 hours.
- 6.3.3 Two educational concerts including a maximum of one hour rehearsal and a minimum of 60 minutes break (30 minutes between rehearsal and the first concert and 30 minutes between concerts) taking place within a 4.5-hour spreadover will count as 1.5 calls and 4.5 hours.

### **6.4 Breaks**

The following rehearsal breaks will be taken

1 hour call	no break
2 hour call	10 minutes break
3 hour call	15 minutes break

beyond 3 hours 15 minutes + 5 minutes per extra hour

- 6.4.1 Normal rehearsal session breaks will be taken within the second hour of rehearsal unless in a designated Dress or General Rehearsal.
- 6.4.2 A 2-hour rehearsal may be converted, at the management's discretion, to 1 hour and 50 minutes without a break.
- 6.4.3 There will not be less than 1 hour between rehearsal calls and not less than two hours between a rehearsal and a performance (with the exception of seating, rehearsal and balance call where the minimum break shall be one hour) or two performances.

## **6.5 Maximum Daily Call**

The maximum scheduled playing time per day will not exceed 6 hours spread across a maximum of 2 sessions unless in the case of a long opera or long concert performances (as per 6.2.3) when there can be 2.5 sessions.

## **7 CHAMBER MUSIC**

- 7.1 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'.
- 7.2 Chamber music is considered a contractual obligation for section principal and principal players without additional payment.
- 7.3 Chamber music is considered a contractual obligation for sub-principal players subject to payment of the chamber music supplement (schedule 2).
- 7.4 There is no limit to the number of chamber music calls which may be scheduled for operatic work. Chamber music calls for concert work are limited to 20 per player per performing season.
- 7.5 Tutti players will not be obliged under their contracts to perform chamber music. Where these members of the Orchestra agree to perform chamber music, they will be paid the chamber music supplement and sit up to Principal tier payment.

## **8 DOUBLING**

- 8.1 The Company may require musicians to perform on a range of doubling instruments within their instrumental grouping subject to satisfactory competence on said instruments.
- 8.2 Certain doublings are considered part of a musician's contracted responsibilities and payment for these doublings are included within the salary level for the post.
- 8.3 Musicians undertaking doublings additional to those for which they are contracted (i.e. non-contractual doubling) will receive an additional payment of 25% of the call fee (a call fee being 1/8<sup>th</sup> of the weekly salary) for each call during which the doubling instrument is played.
- 8.4 All instruments normally insured by the Company should be freely provided by Orchestra members.

## **9 SALARIES**

- 9.1 For the basic hours and calls described in part 2 clause 3 the minimum annual salaries shall be as shown in Schedule 1.

## **10 OVERTIME**

- 10.1 Overtime payments will be calculated at the end of each 4-week period. Only scheduled hours and calls count towards the hours and calls tally.

- 10.1.1 Any calls above 32 in a 4-week period will be paid at the rate shown in Schedule 2.
- 10.1.2 Any hours above 96 in a 4-week period not covered by call overtime (10.1.1) will be calculated by rounding up to the next whole hour and paid according to the rate shown in Schedule 2.
- 10.2 In the event of the Musician not attending a call or calls they will not have those hours and calls credited to that 4-weekly period unless they were sent home by the management or covered the cost of a deputy during that 4-weekly period.
- 10.3 Performance overtime: during performances, all overtime worked in excess of the time that has been scheduled for those performances is calculated in units of fifteen minutes and paid at the rate shown in Schedule 2.
- 10.4 Rehearsal overtime:
  - 10.4.1 All scheduled rehearsal overtime is calculated in units of fifteen minutes and paid at the rate shown in Schedule 2.
  - 10.4.2 In extreme cases, where unscheduled rehearsal overtime is required, musicians will agree except in exceptional circumstances to do the overtime up to a maximum of 15 minutes.
  - 10.4.3 Should further unscheduled overtime be required, it will be subject to agreement. All unscheduled rehearsal overtime is calculated in units of fifteen minutes and paid at the rate shown in Schedule 2
- 10.5 Seventh consecutive day: All work on the seventh consecutive working day will attract premium payments per call as outlined in Schedule 2.
- 10.6 All work on statutory holidays will attract premium payments per call as outlined in Schedule 2.

## **11 TRAVEL**

- 11.1 All transport for opera engagements in Great Britain outside the Leeds/Bradford conurbation shall normally be by public transport. Musicians shall be paid a sum equivalent to the lowest standard class rail fare available and advertised to the public for the relevant journey.
- 11.2 In respect of engagements in Belfast, air transport will normally be provided by the Company, or an equivalent sum in lieu.
- 11.3 For concert engagements outside the Leeds/Bradford conurbation, the Company will hire a coach for the whole orchestra. Any musician who wishes to use his or her own transport may do so at their own expense.
- 11.4 For concert engagements over 150 miles, which are accessible by train, the musician will be paid a sum equivalent to the lowest standard class rail fare available and advertised to the public for the relevant journey.
- 11.5 Where a week includes two or more days involving coach travel to out of town concert engagements at venues in excess of 30 miles from the home base, 3 hours will be added to the four-weekly hours total.
- 11.6 The transport of instruments shall be the responsibility of each musician, but the cost of portage of heavy instruments shall be borne by the Company. The portage of heavy instruments will be undertaken by the Company at the request of the musician, in which case the Company shall be responsible for taking all reasonable precautions for the adequate protection of all instruments whilst in transit. Should any musician wish to transport his or her own instrument to a change of venue outside a radius of seven miles from the Leeds Grand Theatre current ABO/MU portage rates will be paid.
- 11.7 Where a musician uses public transport and, due to the early start or late finish of a call, or any other exceptional reason, public transport is unavailable, a taxi fare paid

by the musician will be reimbursed by the Company up to a maximum journey distance of 15 miles.

## **12 TOURING ALLOWANCE**

- 12.1 For opera engagements outside the Leeds/Bradford conurbation the Musician will be paid a touring allowance in accordance with the UK Theatre National Agreement for Opera and Ballet Companies. (See Schedule 3).
- 12.2 Where a musician is required to work during the day following an overnight stay and is not required in the evening or in the same location the following day, the following pro-rata Touring Allowances shall be paid according to the scheduled arrival time at home base:
  - 12.2.1 Before 8:00pm one third of the appropriate daily (single performance) Touring Allowance (1/18th of the weekly rate)
  - 12.2.2 Between 8:01pm and 10:00pm two thirds of the appropriate daily (single performance) Touring Allowance (1/9th of the weekly rate)
  - 12.2.3 After 10:01pm the full appropriate daily (single performance) Touring Allowance (1/6th of the weekly rate)
- 12.3 For concert engagements outside the Leeds/Bradford conurbation involving an overnight stay the Musician will be paid the appropriate nightly rate in accordance with the MU/ABO freelance orchestral agreement.
- 12.4 Additional payments related to expenses for out of town concerts are detailed in Schedule 3.

## **13 FOREIGN TOURING**

- 13.1 The Company may require musicians to tour overseas. Details of any foreign tour will be provided by the Company to the MU National Office for approval at least six weeks in advance of the proposed tour.
- 13.2 Whilst undertaking a foreign tour, musicians will be paid in addition to the normal basic weekly fee, a subsistence allowance agreed with the MU.
- 13.3 The Company shall also provide transport for musicians and their instrument(s) from the UK to the opening town of the foreign tour, from town to town, and back to the UK when the engagement concludes

## **14 EDUCATION/PROJECT WORK**

- 14.1 The work of Opera North Education is an integral part of the Company's remit to the regions in which it operates. The musician will be expected to contribute to the programme subject to competence and training.
- 14.2 For the purposes of this agreement, Education work may be divided into three categories:
  - 1. Instrumental Ensemble coaching/mentoring in preparation for a joint Orchestra of Opera North / Youth Group performance
  - 2. Audience Development Projects
  - 3. Creative Projects
- 14.3 Work in categories 1 and 2 will be of a type which can be undertaken by any musician. Musicians may be scheduled for work (including planning/training sessions) under categories 1 and 2 within contract time. All hours and calls worked will count towards the four-weekly total.
- 14.4 Work in category 3 may require additional skills and training which are not necessarily related to the Musician's position in the orchestra. Musicians agreeing to undertake work under category 3 will be paid according to the rates outlined in Schedule 2.

Such work will be deemed to be extra-contractual and therefore hours and calls worked will not count towards 4-weekly totals.

## **15 MEDIA**

### **INTRODUCTION**

- 15.1.1 The Orchestra agree that subject to prior consultation and notification, rehearsals and performances may be filmed and / or recorded. Any subsequent use / exploitation of material shall be in accordance with Schedule 4, the Media Points Allocation.
- 15.1.2 This agreement has been drawn up in order to maximise the Company's profile in traditional and new media outlets and to broaden the Company's reach beyond its live performances, concerts and education activities.
- 15.1.3 The Company and Orchestra recognise the developmental nature of these arrangements and agree to discuss any unforeseen issues that may arise during the period of implementation.
- 15.1.4 Any variations from this agreement, including approaches made for art installations and projects will be through mutual discussion and agreement.
- 15.1.5 The Company will inform the Orchestra through company noticeboards and / or email as far in advance as possible of any session that is being recorded / filmed. In the event that this is not possible the Musicians' Union Representative will be informed directly in advance of the session. The points' allocation will be notified to the Musicians' Union Representative in accordance with clause 15.2.1

### **METHODOLOGY**

- 15.2.1 For the purposes of this agreement, each broadcast / distribution activity will be allocated a number of points which are detailed in the 'Media Points Allocation' table in Schedule 4.
- 15.2.2 Points will be allocated to each musician at point of use and an annual statement will be issued at the end of each contract year.
- 15.2.3 A maximum of 30 points per Contract Year may be used in any combination of the allocations set out in Schedule 4.
- 15.2.4 Rehearsals for recordings and relays do not count towards the points total and rehearsals shall only be recorded for News Access or EPK purposes unless as part of a documentary where points are applicable.
- 15.2.5 For the purposes of this agreement it is acknowledged that under the terms of the original broadcast and / or scheduled repeats, content is to be made available for catch-up and on-demand for up to 30-days and the points allocated in the Schedule are for this 30-day window.
- 15.2.6 For the purposes of this agreement any radio or TV transmission, theatrical release or streaming that is scheduled in excess of 1 session (according to clause 6 of the House Agreement) shall be allocated 1.5 x the relevant point allocation.
- 15.2.7 Any media work scheduled in excess of the allocations shown above or when the maximum number of calls in a week is exceeded will be paid at the prevailing agreed MU rates within 28 days.

### **15.3 Sound/visual Recordings (News Access)**

- 15.3.1 News items which include the musical performances of musicians may be recorded under the terms of this code of practice without the further agreement of the MU or those it represents.

- 15.3.2 Such news items may only be “communicated to the public” (as defined under the Copyright Designs and Patents Act 1988 (as amended) (“the Act”) at section 20) in news bulletins and/or arts and music magazine/listings programmes, and may not be communicated to the public in general magazine, documentary or any other type of programme, without the musicians’ written consent and the payment of a fee to be agreed with the MU.
- 15.3.3 The broadcaster/production company filming the news item shall ensure that all recording of the musicians’ performances shall be completed within one hour of commencement of filming.
- 15.3.4 The maximum duration of recorded performance that may be communicated to the public in one news item shall be:
- (a) one minute of featured music (i.e. not background or otherwise incidental), and/or
  - (b) one minute of non-featured music (i.e. heard in the background of an interview or under a voice over)
- In the event the duration of the recorded performance communicated to the public in one news item exceeds these time limits then the broadcaster/production company shall pay the musicians a fee to be agreed with the MU.
- 15.3.5 Nothing in this code of practice shall prevent any musician requesting the broadcaster/production company not to record his or her performance and the broadcaster/production company shall not record a musician who has made such a request.
- 15.3.6 The broadcaster/production company shall ensure the musicians are not called upon to exceed the duties for which they are contracted and are not directed to alter their performance or repeat it for the purpose of retakes for the recording of the news item.
- 15.3.7 News items made hereunder must be first communicated to the public within eight days of the recording date, unless the prior written agreement of the MU is obtained, but thereafter may be communicated to the public throughout the world in perpetuity for the purposes of reporting the news and/or as archived news items.
- 15.3.8 Provided news item recordings are made and used strictly in accordance with this code of practice, the MU agrees on behalf of those it represents not to require any written consents to be obtained from or further fees to be paid to the musicians.
- 15.3.9 Save as set out in this code of practice, nothing shall restrict the rights of performers and/or the MU under the Act or otherwise.

#### **15.4 Electronic Press Kits**

The Company may record sections of normal rehearsals, dress rehearsals and performances to make audio/visual recordings which includes up to 10 minutes of production footage. The recordings may be used for promotional purposes only. The recording shall not be used for the evaluation of the performance of any musician. The recordings will be provided free and for non-commercial presentation to promote Opera North. The Company will ensure that the Orchestra are informed about which organisations are being sent EPK material, and will use its best endeavours to ensure that the Orchestra are informed in advance of any known transmission dates of EPK material.

#### **16 USE OF RECORDED MUSIC**

The Company undertakes that it will not knowingly use or approve the use of recorded music in substitution, amplification or augmentation of the performance required of any musician under this Agreement unless the Union's consent has previously been obtained.

## **17 ARCHIVE / REFERENCE RECORDING FACILITY**

Musicians agree to participate in audiovisual recordings for archive and reference purposes, for all productions, subject to the following conditions:

- 17.1 The recording shall only be made during a scheduled rehearsal, dress rehearsal or performance. Under normal circumstances the recording will be made at a dress rehearsal.
- 17.2 One performance, rehearsal or dress rehearsal must be designated for the recording and a minimum of one week's notice must be given to the Union of the time, date and place of recording. Such notice must be sent to the Union in writing.
- 17.3 The recording should only be of the standard necessary for reference.
- 17.4 A maximum of three copies will be made. All copies will be securely stored on Company premises and one will be maintained in a permanent Company archive. The copies will not be reproduced. Any further reproduction would not be covered by the performers' consent for the initial recording.
- 17.5 In the event that the designated call suffers a curtailment, which affects the making of the recording, the recording will be destroyed and another call (as in 17.2) will be designated for the recording. In these circumstances, it is understood that one week's notice in 17.2 may not be possible.
- 17.6 The production of the recording shall not affect the performance for which the musicians have been contracted, e.g. by seating, lighting or any other factor, nor shall any "retakes" be permitted for the purpose of the recording.
- 17.7 The recording shall not be used for the evaluation of the performance of any musician.
- 17.8 Anyone wishing to view the recording must first obtain written permission of the General Director.
- 17.9 Under no circumstances may any copy leave Opera North without the approval of the General Director, who will consult with the Orchestra Committee.

## **18 SEATING OF THE ORCHESTRA**

The Company shall have the right to decide the seating of the orchestra

## **19 INSURANCE OF INSTRUMENTS**

The Company undertakes to provide insurance cover to the full value of instruments owned by members of the Orchestra and used by them to play in the Orchestra. The form of policy shall be mutually agreed between the Company and the Union.

## **20 TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party giving to the other thirteen weeks notice in writing.

## **SCHEDULE 1 – SALARIES**

### **ANNUAL SALARIES – APRIL 2019 TO AUGUST 2021**

<b>Point</b>	<b>Minimum starting point</b>	<b>£</b>
1	TUTTI	£30,079.50
2	SUB PRINCIPAL	£31,251.49
3	PRINCIPAL	£32,422.40
4		£33,711.38
5		£34,883.38
6		£36,054.29
7		£36,757.27
8	SECTION PRINCIPAL	£37,929.27
9		£40,331.21



## **SCHEDULE 2 – OTHER PAYMENTS**

### **SIT UP PAYMENTS (per call)**

#### **All sections except 1<sup>st</sup> Violins & Co-Principal Horn**

**19/21**

Principal to Section Principal – first 40 calls per contract Year	No payment
Principal to Section Principal – more than 40 calls in the contract year	£12.08
Sub-principal to Section Principal	£14.19
Sub-principal to Principal – first 40 calls per contract year	No payment
Sub-principal to Principal – more than 40 calls in the contract year	£12.08
Tutti to Section Principal	£31.52
Tutti to Principal	£14.19
Tutti to Sub-principal – first 40 calls per contract year	No payment
Tutti to Sub-principal – more than 40 calls in the contract year	£12.08

#### **1<sup>st</sup> Violins**

No. 3 to Leader	Negotiated
No. 4 to Leader	Negotiated
Principal to Co-leader – first 40 calls per contract year	No payment
Principal to Co-leader – more than 40 calls in the contract year	£14.19
Tutti to No. 2	£50.00
Tutti to No. 3	£35.00
Tutti to No. 4 – first 40 calls per contract year	No payment
Tutti to No. 4 – more than 40 calls in the contract year	£14.19

#### **CHAMBER MUSIC**

##### **Sub-Principal and Tutti Players**

Per rehearsal call	£10.51
Per performance call	£21.02

#### **OVERTIME / PENALTY PAYMENTS**

Calls above 32 in a 4-week period (clause 10.1.1)	£84.07 per call
Hours above 96 in a 4-week period (clause 10.1.2)	£34.68 per hour
Performance overtime (clause 10.3)	£8.93 per 15 minutes
Scheduled rehearsal overtime (clause 10.4.1)	£8.93 per 15 minutes
Un-scheduled rehearsal overtime (clause 10.4.2)	£10.51 per 15 minutes
Seventh Consecutive Working Day	£126.10 per call
Work on statutory holidays	£126.10 per call
Infringement of overnight rule (clause 5.4)	£8.93 per 15 minutes

## **STAGE PERFORMANCES**

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	£8.93 per performance (15mins overtime)

## **RECRUITMENT**

Fee to cover attendance at auditions (Part 1 Clause 19.6)	£55
---	-----

## **OPERA NORTH EDUCATION**

The 2019/20 scale of fees for Creative Projects work with Opera North Education starts at £73.50

### **SCHEDULE 3 – TOURING SUBSISTENCE / CONCERT EXPENSES**

#### **OPERA TOURING ALLOWANCES**

Touring allowances for opera touring weeks / part weeks will be in accordance with the UK Theatre National Agreement for Opera and Ballet Companies.

#### **EXPENSES FOR OUT OF TOWN CONCERTS**

Leaving base after 13.30 (1 meal)	£10.50
Leaving base before 13.30 & returning after 18.00 (2 meals)	£15.50
Returning to base between midnight and 12.30am*	£4.95
Returning to base between 12.30am and 1.00am*	£9.85
Returning to base between 1.00am and 2.00am*	£14.80
Returning to base after 2.00am*	Overnight Subs – ABO/MU rate
Leaving base before 8.30am	£3.16 per half hour
<i>(subject to a minimum payment of £6.32)</i>	
Leaving base before 6.00am	Overnight Subs - ABO/MU rate
*N.B. Scheduled coach return time	

## SCHEDULE 4 – MEDIA POINTS ALLOCATION (Clause 15)

	Use	Points allocation and application	
<b>PERFORMANCE</b> (Material to distribute the Company's performance output)	Commercial Audio release	2	For each recording session, (up to 20 mins product) if recorded specifically or solely for the CD (or equivalent media), download, or online rental.
		2	For each recording using previously broadcast material
	Radio Relay transmission	2	One relay plus one scheduled repeat
	Radio Relay subsequent repeats	1	Per further scheduled repeat
	Per audio release of live performance		Subject to the points being allocated at the time of release, up to 8 recordings per year can be made of live performances with no confirmed usage at the time of capture:
		4	For up to 3 hours duration (excluding breaks in performance)
		6	For up to 6 hours duration (excluding breaks in performance)
		1	For additional 30 day 'on demand' & 'catch up' period
	TV live/recorded transmission of a performance	6	Per category 1 channel
		3	For each further repeat on the same category 1 channel
	6	For up to four broadcasts per category 2 channel	
	3	For up to a further ten broadcasts on the same category 2 channel	
	1	For additional 30 day 'on demand' & 'catch up' period	
Theatrical Release	6	For worldwide distribution	
Commercial audio visual release	12	For each recording, if recorded specifically or solely for the DVD (or equivalent media), download, or online rental.	
	6	For each recording using previously broadcast material	
Per audio visual release of live performance		Subject to the points being allocated at the time of release, up to 10 recordings per year can be made of live performances with no confirmed usage at the time of capture:	
	8	For up to 3 hours duration (excluding breaks in performance)	
	12	For up to 6 hours duration (excluding breaks in performance)	
<b>WIDER AUDIENCE REACH</b>	Web streaming (non-paying audience)	1	Live or deferred relay of opera production or concert performance or part thereof, produced by or on behalf of Opera North & hosted on the Company's media platforms
		2	As above but on third party platform
	Web streaming (paying audience)	2	Live or deferred relay of opera production or concert performance or part thereof, produced by or on behalf of Opera North & hosted on the Company's media platforms
		4	As above but on third party platform
	Big screen relay (non-paying audience)	1	Live or deferred relay of opera production or concert performance
Big screen relay (paying audience)	2	Live or deferred relay of opera production or concert performance.	
<b>DOCUMENTARY</b> (Material to support the Company's work)	Audio Documentary	3	For recording up to 3 hours of rehearsal & 2 hours stand-alone behind the scenes footage & using up to 30 minutes of recorded product
		1	For each additional 1 hour of recorded product used from the above documentary footage
		1	For each documentary linked to a broadcast live performance
	Audio Visual Documentary	6	For filming up to 3 hours of rehearsal & 2 hours stand-alone footage & using up to 30 minutes of recorded product
		2	For each additional 1 hour of recorded product used from the above documentary footage
	2	For each documentary linked to a broadcast live performance	
<b>PROMOTIONAL</b> (Material to promote the Company)	ON audio or audio visual release	2	per audio or audio visual recording up to 1 hours duration (excluding complete operas)
	Online	0	Up to 30 minutes of material for streaming or download on the Company's media platforms, venues' websites & other media platforms for production specific & general Opera North promotional purposes.
	Television and Radio	0	Up to 10 minutes of material for broadcast for production specific & general Opera North promotional purposes including, but not limited to magazine programmes & generic arts documentaries.
	External Advertising	0	Up to 10 minutes of material for screening on large public screens, indoor & mobile screens for production specific & general Opera North promotional purposes & / or as part of non-commercial audio visual output by third parties including, but not limited to venues, arts councils, tourist boards, Government departments or agencies.
	News Access	0	2 minutes maximum as per clause 15.3
	EPK	0	10 minutes maximum as per clause 15.4

Category 1 TV: BBC1, BBC 2, ITV1, Channel 4, S4C, Channel 5

Category 2 TV: All TV other than BBC1, BBC 2, ITV1, Channel 4, S4C, Channel 5

## APPENDIX 1 – SECTION TIER DESIGNATIONS

Designation of pay scales for positions in the Orchestra

<b>1<sup>st</sup> Violins</b>		<b>Double Bases</b>			
Number 1	Leader	Number 1	SP	First Percussion	SP
Number 2	SP	Number 2	P	Second Percussion	P
Number 3	P	Number 3	Sub P	Third Percussion etc	Sub P
Number 4	Sub P	Number 4	T	Timpani	SP
Number 5	T	Number 5	T	Second Timpani	P
Number 6	T	Number 6	T	Kit	SP/P*
Number 7	T				
Number 8	T	First Flute	SP	Harp	P
Number 9	T	Second Flute	P	Second Harp etc	Sub P
Number 10	T	Third Flute etc	Sub P		
Number 11	T	Piccolo	P	Piano	SP/P/Sub P*
Number 12	T	Second Piccolo	Sub P	Celeste	SP/P/Sub P*
Number 13	T			Organ	SP/P/Sub P*
Number 14	T	First Oboe	SP		
		Second Oboe	P	Harpsichord	SP/P*
		Third Oboe etc	Sub P		
		Cor Anglais	P		
				Off Stage / Stage bands	
<b>2<sup>nd</sup> Violins</b>		First Clarinet	SP	1 <sup>st</sup> Players	P
Number 1	SP	Second Clarinet	P	Others	Sub P
Number 2	P	Third Clarinet etc	Sub P		
Number 3	Sub P	Bass Clarinet	P	Bumping	P
Number 4	T	Saxes	SP/P*		
Number 5	T				
Number 6	T	First Bassoon	SP	* depending upon contribution	
Number 7	T	Second Bassoon	P		
Number 8	T	Third Bassoon etc	Sub P		
Number 9	T	Contra	P		
Number 10	T				
Number 11	T	First Horn	SP		
Number 12	T	Second Horn	P		
		Third Horn	P		
<b>Violas</b>		Fourth Horn	P		
Number 1	SP	Fifth Horn etc	Sub P		
Number 2	P				
Number 3	Sub P	First Trumpet	SP		
Number 4	T	Second Trumpet	P		
Number 5	T	Third Trumpet	P		
Number 6	T	Fourth Trumpet etc	Sub P		
Number 7	T				
Number 8	T	First Trombone	SP		
Number 9	T	Second Trombone	P		
Number 10	T	Bass Trombone	P		
		Third Tenor / Second Bass etc	Sub P		
<b>Cellos</b>					
Number 1	SP	Tuba / Cimbasso	P		
Number 2	P				
Number 3	Sub P				
Number 4	T				
Number 5	T				
Number 6	T				
Number 7	T				
Number 8	T				

## **APPENDIX 2 - CAPABILITY PROCEDURE**

The procedure ensures that:

- A fair and reasonable process exists where a Musician is experiencing performing difficulties;
- Cases of poor performance are handled appropriately with any underlying reasons taken into account;
- The Musician is offered support and appropriate training or time off work in order to rectify the situation.

### **Informal Procedure**

When there is a view that a Musician is not performing to the standards required, the Music Director, the Leader or Section Principal will bring the matter to the attention of the Director of Orchestra and Chorus. One of the above, or another member of the Orchestra Management will endeavour to ascertain the reasons for the unsatisfactory performance.

In the situation where it is deemed that a Musician other than a Section Principal is performing below the required standard, it will be the responsibility of the relevant Section Principal, with a member of Orchestra Management, to discuss the matter directly with the player concerned. In the absence of the Section Principal, this will be the responsibility of the Leader of the Orchestra. The Musician is entitled to bring with them the Musicians' Union Steward or a colleague from the Orchestra. In all cases it is the responsibility of the relevant Section Principal to discuss the reported concern initially with the Orchestra Management prior to meeting with the section member. In the situation where it is deemed that a Section Principal is performing below the required standard, it will be the responsibility of the Music Director to discuss the matter directly with the player concerned. In the absence of the Music Director, this will be the responsibility of the Director of Orchestra and Chorus.

Should a Musician believe that they are personally not reaching the required standards, they should inform their Section Principal, the Leader, or the Orchestra Management so that the relevant level of support for such a situation can be discussed and implemented.

All such meetings will be chaired by a member of the Orchestra Management.

At the meeting, the Music Director/Section Principal/Leader will:

- Ensure the Musician is clear about the areas in which their performance is below the standard required. The Music Director, Section Principal or Leader (as applicable) will inform this view.
- Give the Musician the opportunity to explain their under-performance and to raise any concerns they may have.
- Explore solutions to the problem with the Musician. This could include additional training, providing a mentor, coaching, provision of a temporary reduced workload to allow for practice time, a period of complete time off, or some other kind of support for the Musician.
- Set a reasonable time frame within which improvement is expected and arrange a second meeting at the end of this time to review the situation. When establishing "reasonable timescales" for improvement, the Music Director/Section Principal must consider the level of improvement that is required and the method by which the improvement must be gained. However in all cases, the timescales should not exceed three months. (Unless the underperformance is the result of a medical condition, which needs to be taken into consideration).
- Take notes during the meeting for the employee's personnel file, and after the meeting, the Orchestra Management will send a letter to the Musician in order to confirm the position, recording the actions to be taken, together with any support and / or training arrangements and the period of the informal part of the procedure.

If at the end of this period, the Musician's performance has returned to a satisfactory level, the Musician will be notified in writing, and records of the meeting will be downgraded in the

Musician's file after a further six months have elapsed. They will only be referred to after that period, should a similar sub-standard performance issue be raised.

If, at the end of the informal procedure, the Musician's performance continues to be unsatisfactory, then the formal procedure will commence.

Should it become necessary for the Company to address playing issues with the same Musician within a period of 3 years from the final notification of a previous Capability Procedure with that Musician, then the Company shall have the right to move directly to the Formal Procedure. When such playing problems emerge within that time frame, the downgraded notes on file (that cannot be applied for any other issue surrounding the Musician's employment) will be referred to as an accurate record of the previous instance.

### **Formal Procedure**

If, after the allotted period, during which the improvement plan described above has been unsuccessful, the following process will be followed:

A formal meeting will be arranged (at a minimum of one working week of notice) between the Musician, the Music Director and/or Leader, Section Principal and a member of the Orchestra Management. The Musician will be advised in advance in writing of the reasons for the meeting and that it is a formal stage of the Capability Procedure. The Musician is entitled to bring with them the Musicians' Union Steward or a colleague from the Orchestra.

The purpose of the meeting is to discuss fully the problems of sub-standard performance, to determine the improvements required and the timescales permitted which shall be up to three months. The Director of Orchestra and Chorus or the Orchestra Manager will write to the Musician confirming these details.

Where possible, those at this meeting should form the panel that will carry the process forward. In the event that a member of the panel becomes unavailable as the procedure progresses, the panel will mutually agree a suitable substitute.

If the Musician's performance improves sufficiently within the timescale permitted, there will be a further meeting at which the process is formally ended. The matter will remain on the Musician's record for a period of 12 months from the end of the process.

If there is no improvement or the improvement falls short of the standard that has been outlined and required, the Musician will be required to re-audition. In certain circumstances a period for further improvement will be considered as a more appropriate alternative to the re-audition process. The Musician will be consulted but a decision as to whether this is offered will be recommended by the panel and ultimately rest with the Company.

### **The audition procedure is as follows:**

- The Musician shall be given at least four weeks' notice that they are required to attend an audition.
- The Musician shall be entitled to ask for and receive a written statement of the reason for the audition.
- Considering the stated reason(s) for the re-audition, the format of the audition shall be discussed and mutually agreed upon by the Musician and the appropriate section principal / leader, Music Director and/or a member of the Orchestra Management. In the event that a decision cannot be mutually agreed upon the final decision would rest with the Company.
- The music for the audition shall be taken from the orchestra's current repertoire except that a prepared solo piece may also be required. Notification of the repertoire for the audition will be confirmed when notice of the audition is given.

- The Company, following recommendations from the panel, must inform the Musician within 7 days of the result of the audition.
- The Musician shall be entitled to a second audition, of which he or she must receive at least two weeks of notice in writing.
- The panel for the second audition will consist of two panel members appointed by the Company, two panel members appointed by the Union and one independent panel member mutually acceptable to the Company and Union.

**In the event that a period for further improvement is deemed more appropriate than an audition, it would be conducted as follows:**

- An initial meeting will be held to clarify with the Musician the improvement that is necessary in order to reach and maintain the artistic standard required by the Company. This will take place between the Musician, who is entitled to be accompanied by a colleague or the Musicians' Union official, and the Music Director and/or the Director of Orchestra and Chorus together with the Leader and/or relevant Section Principal (as per the existing panel).
- The panel for the period of further improvement will consist of two members appointed by the Company, two members appointed by the Union and one independent member mutually acceptable to the Company and Union.
- A period of work would commence either immediately, or as soon as is practical. The period will be of a length that is determined by the Company, but not normally of more than three months.
- During the identified period, the Musician will have adequate rehearsal and performance opportunities in order to be able to demonstrate to the Company that the necessary improvement is taking place.
- Should the Musician hold an exposed position in the Orchestra, either by being the Section Principal, or have an exposed role as a result of the Orchestra's current repertoire, the Company can select the assessment period more carefully in order to protect the Orchestra and the Company's artistic reputation.
- During the allotted period, the Musician will receive regular feedback concerning their progress or otherwise with regard to the artistic standard that has been set. At the conclusion of the period, it will be explained to the Musician by the Company, following advice from the panel, whether the required standard has been reached, and consistently maintained.
- Should the Musician have shown the ability to reach the required standard but demonstrated an inconsistency in maintaining that standard, then the Company may offer a further period for improvement. The Company, following advice from the panel, will determine the timescale for any further opportunity to maintain the required standard.
- Following the period for improvement (extended or otherwise), the position of the Musician, on advice of the panel, regarding the Musician's ability to reach and maintain the required artistic standard will be made clear. This meeting will involve Music Director and/or the Director of Orchestra and Chorus, the Leader and a member of Orchestra Management. The relevant Section Principal player will be present if required.

**Capability Dismissal**

If the Musician does not pass the second audition, or the Musician fails to either reach or maintain the required artistic standard during the designated period for further improvement, the Company will normally provide contractual notice of thirteen weeks to terminate the employment for reason of capability.



The Company will endeavour to consider a mutually agreeable alternative to dismissal. The decision as to whether this is viable will ultimately rest with the Company.

Should the Musician not present themselves, without appropriate reason, for any audition under this procedure, they may be dismissed on grounds of misconduct.

#### **Appeal against Capability Dismissal**

The Musician is entitled to appeal against the outcome of this decision, as per the terms of the Company Handbook. This appeal would normally be heard by the General Director.

Such an appeal should be lodged within seven days of the date of the notice of termination of employment. The Musician is required to state their full grounds for appeal in the appeal notice.

#### **Alternative Settlement**

The above procedure shall not prejudice the implementation, at any time, of a formula for resolution or settlement that is acceptable to the Musician and the Company.

## APPENDIX 3 – ORCHESTRA OF OPERA NORTH DRESS CODE

### CONCERT DRESS

**Gents:** Black Tailcoat, white bow tie, white shirt, black trousers/shoes/socks, white waistcoat and cumberbund optional.

**OR Gents:** White DJ, white shirt with black bow tie, trousers/shoes/socks. (cumberbund optional)

**Gents:** White DJ with black shirt / trousers / shoes / socks (Schools concerts)

**Ladies:** Smart Long Black with shoulders covered. Black shoes, small black handbag and silver/gold/black jewellery/accessories. No bare feet (i.e. no sandals and flip flops)

**Ladies:** Smart Long Black with shoulders covered. Black shoes, small black handbag and silver/gold/black jewellery/accessories. No bare feet (i.e. no sandals and flip flops)

### PIT DRESS

**Gents:** Smart black trousers with black shirt, shoes and socks.  
Black jackets preferable but optional.

**Ladies:** Smart long or short black outfit (skirts or trousers) with shoulders covered. Black shoes, small black handbag and silver/gold/black jewellery/accessories only.

***No jeans, cords, leather, leggings, bare legs, rolled up shirt sleeves, shorts, t-shirts, sweatshirts, faded black, see-through garments, coloured / reflective accessories / jewellery, sandals, flip-flops or trainers.***

