



**TERMS & CONDITIONS OF
EMPLOYMENT**

for

MUSICIANS

Employed by the

**ROYAL LIVERPOOL
PHILHARMONIC
SOCIETY**

CONTRACT TYPE: Permanent

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PREAMBLE

This Agreement contains the terms and conditions of employment for Musicians employed by the Royal Liverpool Philharmonic Society (RLPS) who have been offered and subsequently accepted the incorporation of the collective agreement currently in force between the Society and the Musicians' Union.

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

The current collective agreement is approved by the Board of the Society. The incorporation of "such collective agreement that is currently in force" into an individual Musician's contract of employment will have the effect that the making of any new agreement between those parties will vary the terms under which the Musician is employed.

Wherever possible the language is simple. There are times however where it has been necessary to use more formal wording. Any members of staff wanting further explanation should contact the Society's Chief Executive.

DEFINITIONS

"The Society" means the Royal Liverpool Philharmonic Society (RLPS) which is based at Philharmonic Hall, Hope Street, Liverpool, L1 9BP.

"The Orchestra" means the Royal Liverpool Philharmonic Orchestra.

"The Musician" means any musician employed under these terms and conditions.

The headings to the clauses that follow are for convenience only.



1. PLACE OF WORK

- 1.1** The Orchestra's principal place of work is: Philharmonic Hall, Hope Street, Liverpool, L1 9BP
- 1.2** The Orchestra's home base is defined as Liverpool City Region, which includes the local authority areas of Liverpool, Wirral, Sefton, Knowsley, St Helens and Halton. Subject to agreement with the orchestra, any other area within a 25 mile radius of the Philharmonic Hall covered by a local authority that provides annual funding to the Society may be included in the home base.
- 1.3** The following exceptional arrangements will apply for public concerts in Southport:
- 1.3.1 The Society will provide coach transport between The Friary or Philharmonic Hall, or only if by advance agreement by the Orchestra Committee, another specific location in Liverpool and the Southport venue.
- 1.3.2 The Society will pay a half meal allowance to musicians for concerts taking place in Southport.

2. DUTIES & RESPONSIBILITIES

- 2.1** The Musician will be required to rehearse and perform for concerts, sound recording and broadcast, film and video recording, television, any repertoire programmed by the Society and attend such other additional engagements as shall be determined by the Society and notified to the Musician.
- 2.2** The Musician shall be in his or her place and be ready to play at the time fixed for the commencement of the rehearsal or performance and shall not be absent for any part of such rehearsal or performance without first obtaining the consent of the Orchestra Manager.
- 2.3** The musician will be required to appear at all engagements attired in an appropriate manner to the engagement. Dress codes are published in the Orchestra Work Schedule.
- 2.4** If, in the opinion of a member of management, the orchestra leader, or a section leader a member of the orchestra is under the influence of any alcohol, drug or other substance which interferes with his/her ability to perform to the required standard, or which compromises the ability of any other employee to perform in their role, or which results in a potential health and safety risk, or which could cause the reputation of the Society to be brought into disrepute, he/she will be suspended and subject to subsequent disciplinary action as defined in the Liverpool Philharmonic Disciplinary Procedure.
- 2.5** Behaviour which is considered inappropriate and/or detrimental to the reputation of the Society or contrary to the best interests of its Employees will not be tolerated and dealt with under the terms specified within the Society's Disciplinary and Grievance procedure.
- 2.6** The Musician will be required to work at the home base and at other venues outside the home base as required by the orchestra schedule including undertaking foreign tours subject to the touring agreement.
- 2.7** The Musician will be required to undertake a range of activities in addition to rehearsal and performance, within contracted time, including training, education and community work, ensemble work, sitting on audition panels, trade union duties, and recording production. No musician will be required to undertake any non-playing activity e.g. education work for which the Society feels that he or she is unsuited, taking reasonable account of the musician's relevant expertise and experience and their own views in the matter. The Society reserves the right to discuss with individual players any area of activity for which it is felt the player is



unsuited and offer training and guidance as appropriate to the activity. Activities classed as non-playing sessions include audition panel, education work, recording production, trade union duties, training and orchestral meetings called by the management. The hours in non-playing sessions are not calculated against the weekly total (see clause 3.4.9).

- 2.8** A Musician engaged as Associate Principal, Principal or Sub-Principal shall, if reasonably required by the Society on a temporary basis, sit up to play any Section Leader, Associate Principal, Principal part in his or her instrumental group. A Musician engaged as a Section Player shall, if required by the Society on a temporary basis, sit up to play any Sub-Principal, Principal or Associate Principal part in his or her instrumental group. No additional payment will be made in respect of “sitting up” during the working schedule for up to a maximum of 130 sessions in any 52 week period (see clause 4.4).
- 2.9** A Musician engaged as a Section Leader, Associate Principal, Principal, Sub-Principal or Section Player shall play obligati, continuo, off stage, doubling (as specified in the job title) and chamber music as required by the Society.
- 2.9.1 Chamber music is defined as music for 13 or fewer players where each player is required to play an independent line.
- 2.9.2 No additional payment will be made in respect of these additional duties excepting where a section player is required to play chamber music, in which case they will receive the difference in session rate between the section player rate and the sub principal rate. The list of orchestral positions appears as Appendix F.
- 2.10** Where a Musician agrees to play any instrument not specified in their individual contract the Society will pay 50% of the appropriate session rate per instrument in addition to normal salary. No additional expenses (eg. portorage, doubling fees) will be payable.
- 2.11** All Section Leaders are responsible to the Society for the line management of their section and will be required to attend any meeting that may be called in connection with these responsibilities. Section Leaders shall be required to attend auditions in their Section as part of their annual sessional commitment (see clause 2.7). Section Leaders will be required to manage the release scheme in conjunction with the Orchestra Manager as detailed in clause 6 and in Appendix C.
- 2.12** String Section Leaders shall without any extra fee attend any meeting or conference that may be called to arrange bowing or to discuss points of general technique, and they will be responsible for ensuring that the string parts of their section shall be correctly marked as and where indicated by the conductor.

3. HOURS OF WORK

3.1 Working Year

The Society’s working and leave year will run from 1st October to 30th September the following year.

3.2 Working Week

The working week shall run from Monday through to Sunday. The Society may call upon the Musician to work a basic week of 40 on call hours.

3.3 On Call Hours

On call hours shall be calculated:

- 3.3.1 within the home base from the scheduled start of the first call to the end of the last call in each day, excluding meal break times as defined in clause 3.6.



- 3.3.2 outside the home base from the time of the first call - departure of coach or train - to the scheduled time of return to the central point established as below:
- (a) the return times for specified journeys should if possible be agreed between the Orchestra and its management such agreement being then incorporated into the orchestra's schedule;
 - (b) failing or pending agreement between the Orchestra and its management, agreed timings shall be taken of three journeys and the average time of these three journeys shall become the standard time for publication in the schedule, this time being subject to re-negotiation in the event of significant changes in route or other relevant factors;
 - (c) while (a) and (b) above are being established, the return time shall be calculated for publication in the schedule by taking the time taken for the outward journey and deducting meal breaks;
- 3.3.3 on tour, by using the concept of a "moving base". A moving base is defined as a place of temporary stay on tour which becomes, by payment of overnight subsistence or provision of accommodation, the Musician's temporary base location for the following 24 hours.

3.4 Playing Sessions

The Musician's playing commitments will be calculated as follows:

- 3.4.1 The basic unit of work will be a "session"
- 3.4.2 The Musician will be required to work a maximum of 440 sessions in a working year
- 3.4.3 A session will not be longer than 3 hours and may be one of or any reasonable combination of, a concert, rehearsal, schools or family concert, and associated rehearsal, (see clarification in clause 3.4.8), a recording session, any other playing session (e.g. a composers' workshop or mentoring programme) a training session, a meeting called by the Administration or any promotional activity for the RLPO or associated activities.
- 3.4.4 As an exception to clause 3.4.3 above, a 4-hour session may be scheduled for rehearsal purposes only. Such a 4-hour rehearsal session can only be scheduled as an alternative to two separate rehearsal sessions when it is the only session scheduled on the day. Such a session will finish by 6.30pm at the latest and will be credited as two sessions.
- 3.4.5 For the purposes of calculating credited playing hours, rehearsal periods and studio recording sessions will be credited according to their pre-determined duration. Concerts and live recording sessions will normally be credited as 2.5 hours although such concerts and live recordings will normally be planned to be of approximately 2 hours duration. Rehearsals will normally be credited as 3 hours although such rehearsals will normally be planned to be of approximately 2.5 hours duration. Studio recording sessions will normally be credited as 3 hours.
- 3.4.6 A seating call of up to 15 minutes maximum length may be called to commence no earlier than 60 minutes prior to a performance in place of a rehearsal. Seating call may include playing. Seating call and performance combined will be credited as 1 session. A short rehearsal of up to 30 minutes maximum length may be called to commence no earlier than 75 minutes prior to a performance in place of a seating call or rehearsal. This short rehearsal and performance will be credited as two sessions. This clause does not override clause 3.4.8



- 3.4.7 The number of playing hours in any one day will not exceed 6.
- 3.4.8 The number of sessions in any one day will not exceed 2 except on not more than 10 occasions a year. On these occasions not more than 4 sessions, aggregating not more than 6 playing hours may be credited as 2 sessions. On call hours will be credited from the beginning of the first call to the end of the last call of the day on these 10 occasions.
- 3.4.9 The maximum number of sessions in any 6 consecutive working days will normally be 12 but on no more than three occasions a year the Orchestra may be required to take part in a maximum of 16 playing sessions on 8 consecutive days. Individual musicians involved in project work outside the published orchestra work schedule may be required to undertake a maximum of 16 sessions on 8 consecutive days on up to five occasions per year. (See clause 6.1 Free Days).
- 3.4.10 Credited playing hours will not exceed 31 in any given week.

3.5 Working Day at Home Base

The working day at home base shall normally be during the period 10:00am to 10:00pm if there is an evening concert, or rehearsal with the choir. On days when there is no evening concert, or rehearsal with a choir, the working day shall be during the period 10:00am to 6:00pm, unless the Society is prevented from scheduling this because of a late return or for any other genuine reason.

3.6 Meal Breaks

The meal break between rehearsals shall normally be 1 hour and between rehearsal and concert shall be 2 hours. Meal breaks between recording sessions will normally be 1.5 hours. Meal breaks shall, where reasonable, start between the following hours (at home base and away from home base): Lunch 12.30pm - 1.30pm: Evening Break 4.30pm - 6.30pm.

3.7 Breaks in Rehearsal

During all rehearsals in excess of 1.5 hours duration, a break shall be called around the midpoint of the rehearsal. The musician will not be required to rehearse continuously for longer than 1 hour 50 minutes without a break.

- 3.7.1 For rehearsal in excess of 1.5 hours but not exceeding 2 hours a 10-minute break will be given.
- 3.7.2 For rehearsal exceeding 2 hours but not exceeding 3 hours a 15-minute break will be given.
- 3.7.3 For rehearsals exceeding 3 hours but not exceeding 4 hours an aggregate of 30 minutes will be given.

3.8 Late Working

Where the scheduled time of return to The Friary, Liverpool Philharmonic Hall or Lime Street Station, if travelling by rail, is after midnight the Musician shall not be called on that day until a period of 12 hours or, if that day is designated as a free day, 36 hours has elapsed between the scheduled return time and the time set for the next orchestral call.

3.9 Cancellation of Playing Sessions

The Society reserves the right to cancel playing sessions with 4 weeks notice or more. If no further playing sessions are scheduled, then the day will be classed as a Free Day. Should it become necessary to cancel a scheduled playing session with less than 4 weeks notice but more than 24 hours notice, and no further sessions are scheduled that day, then the day will be called a "No-Call Day". Playing sessions cancelled by the Society with 24 hours notice or less shall be treated as on-call hours. (See clause 5 Schedule).



4. REMUNERATION

4.1 Salary

The Orchestra's salary scales as agreed between the Society and the MU are set out in Appendix A of this Agreement. The Musician will be paid in accordance with the number of Sessions worked multiplied by the Session Rate. Salary will be paid monthly directly into the Musician's bank account. The normal date of payment will be the twentieth day of each month. Salaries are reviewed annually on 1st April and may be altered by agreement between the Society and the MU.

4.2 Overtime Payments

Outside the conditions outlined in clauses 3 and 5, the Musician may be required to work for such overtime periods, as the Society shall reasonably require, subject to the following payments (see Appendix A):

4.2.1 Overtime will be calculated in 15-minute units and paid at the rate of 1/8th of the Musician's Session Rate where credited playing hours exceed 31 in any week.

4.2.2 Overtime will be calculated in 15-minute units and paid at the rate of 1/8th of the Musician's Session Rate where:

(a) performance or rehearsal exceeds 3 hours in any session or 6 hours in any day

(b) a rehearsal continues beyond its scheduled time, regardless of the hours in the day or week.

4.2.3 Where on call hours exceed 40 in any week on call overtime will be paid at rates outlined in Appendix A.

Unscheduled overtime on rehearsals or recordings can only be undertaken by prior agreement with the Musician.

On call hours in excess of 50 in one week or credited playing hours in excess of 36 in one week can only be scheduled by prior agreement with the orchestra (see clause 19.2).

Overtime paid under one heading shall not be payable under any other.

4.3 Sitting Up Payments

Where a musician agrees to sit up for more than 130 sessions in any 52 week period, to provide cover for long term sickness absence or for long term vacancies, then for any sessions in excess of 130 that the Musician continues to sit up he/she will be paid at the higher session rate applicable to the position which he/she is sitting up to.

4.5 Learning and Outreach

Where the musician agrees to undertake work for the Society, not covered by this Agreement, he/she shall receive such additional fees as are appropriate. See Appendix G.

5. SCHEDULE

5.1 The Musician shall be supplied with a firm list of dates of engagements for all work (including recordings, media work, rehearsal, non-playing sessions etc) not less than 4 weeks, and with scorings where possible not less than 3 working weeks, in advance of any of the engagements.

The Society reserves the right to alter the firm schedule in cases of genuine emergency within this four week period and the Musician's agreement to perform engagements not included in the original Schedule will not be unreasonably withheld. (See clause 3.9 Cancellation of Playing Sessions)



- 5.2** The following situations outline occurrences when the Society would not make any additional payments resulting from schedule changes within the four week period.
- 5.2.1 A change of conductor or soloist due to indisposition requiring alterations to published repertoire, rehearsal schedules or performance(s).
- 5.2.2 Subject to prior agreement with the orchestra (see Clause 19.2):
- (a) any income generating performance opportunity for the Society, eg recording session or concert.
 - (b) any publicity opportunity which would be limited to a 2 hr call

6. TIME OFF

6.1 Free Days

The Musician is entitled to 94 free days per working year (see clause 3.1) the allocation of which must fall within the following limits:

- 6.1.1 Free days must not normally be separated by more than 8 on-call days within which time there should not be more than 6 consecutive days involving performance or rehearsal. As exceptions to this on not more than 3 occasions in the working year, there can be up to 8 consecutive days involving performance or rehearsal within not more than 10 on-call days (see clause 3.4.9). In these exceptional cases, 2 consecutive free days (taken from the total entitlement) must be scheduled immediately before or after the on-call period
- 6.1.2 At least 27 pairs of free days must be scheduled per annum, with not more than 28 days between pairs. Pairs of free days attached to days in lieu of public holidays are included in the 27.
- 6.1.3 At least 6 free days must be scheduled in any period of 4 weeks; a week shall run from Monday to Sunday inclusive of both such days.
- 6.1.4 A free day can normally only be scheduled from midnight to midnight. The scheduled return time after midnight will therefore preclude the following day being specified as free. On not more than 6 occasions per annum, however, a free day can follow a return time of up to 1.00am provided that 36 hours must elapse from the return time to the time of the Musician's next call.

6.2 (Unpaid) Release from Contract

The Musician is entitled to unpaid release from his/her sessional commitment for up to 10% of his/her sessions per working year (see clause 3.1). When release from contract is granted the Musician will be responsible for the cost incurred by the Society to engage a suitable replacement as follows:

- 6.2.1 The Musician may select ten unpaid leave sessions in any one working year (1st October to 30th September) that will be deducted from salary at the Musician's individual session rate.
- 6.2.2 For all other unpaid release sessions, the Musician will be responsible for all additional cost including travel, subsistence and statutory payments.

The Society reserves the right to refuse requests for unpaid leave, with good reason but permission for unpaid release from contract will not be unreasonably withheld. Normally all players are required to give eight weeks notice prior to the start of the tied code of their application for unpaid release from contract to the orchestra manager on the appropriate form. See Appendix C.

6.3 Natural Release Days

In addition to the unpaid release from contract, every player will also be entitled to a guaranteed minimum of 10 Sessions natural release per working year. Guaranteed natural release days will not be on standby. See Appendix C.



6.4 Holiday Entitlement

The Musician is entitled to 35 days holiday per working year, this is calculated at 2.92 days per complete month worked. These holidays are fixed by the Society and are subject to the following conditions:

- 6.4.1 Two of the weeks of annual leave in the summer school holiday period will be confirmed with a minimum of nine months' notice. At least 6 months' notice will be given of holiday dates on the orchestra schedule.
- 6.4.2 Such holidays shall be at such a time as shall be arranged by the Society having regard to the exigencies of programme requirements. At least 21 of the 35 days' holiday shall be given consecutively. No holiday period shall be less than 7 days.
- 6.4.3 Except where the orchestra otherwise agrees, the annual holiday entitlement shall not be split into more than 2 separate periods.
- 6.4.4 At least 2 consecutive weeks of the main holiday shall fall within the period allocated for the Liverpool City Council maintained school holidays.
- 6.4.5 Holiday pay on termination of employment will be paid, pro-rata to the period worked within the working year.

6.5 Public Holidays

The Musician is entitled to all the usual statutory public holidays, in addition to the holidays and free days, subject to the following conditions:

- 6.5.1 A public holiday may be given on the publicly designated date or on a date designated by the management as a day in lieu of a public holiday. In the event of having to work on a public holiday, a day in lieu will be given no more than 28 days before or after the said public holiday.
- 6.5.2 Days in lieu shall always be attached to not less than 1 pair of free days. A maximum of 2 days in lieu of public holidays may be added to one pair of free days; this restriction shall not apply when the public holiday is given on the publicly designated date.
- 6.5.3 The 25th and 26th December shall always be given as public holiday days.
- 6.5.4 In the event of a Musician having to work during Easter a period of 4 consecutive days will be scheduled as free days and lieu days no more than 28 days before or after the Easter period. The Society will give musicians at least 6 months' notice if they are required to work over the Easter Period.
- 6.5.5 Neither an actual public holiday nor a day nominated as a day in lieu of a public holiday shall count against the 6 free days, which must be provided in each 4 weeks.
- 6.5.6 In any week in which either a public holiday or a day in lieu of a public holiday is given, the playing hours or on-call hours covered by the basic salary shall be reduced by 5 hours and 3 hours respectively for each day of public holiday.
- 6.5.7 If a public holiday falls during a period of annual holiday a day in lieu shall be attached to the holiday period (either immediately preceding or immediately following it) without any additional free days having to be added.

6.6 Other Time Off

The Musician is entitled to payment for sick leave, time off for maternity, paternity adoption, parental and family commitments as determined by employment law or as defined in the Liverpool Philharmonic procedures. Committee members will be

credited with 3 non playing sessions across the season and 6 non playing sessions for the Chair of the Committee.

6.7 Long Service Time Off

6.7.1 Musicians who reach 10 years' service and every subsequent 5 years will be rewarded with additional time paid off. The amount of days would be as follows (these figures are for full time employees; figures would be pro-rata'd for part time employees):

Length of service	Days off
10	8 additional sessions (musicians) to be taken any time prior to the next milestone year
15	10 additional sessions (musicians) to be taken any time prior to the next milestone year
20	12 additional sessions (musicians) to be taken any time prior to the next milestone year
25	14 additional sessions (musicians) to be taken any time prior to the next milestone year
30	14 additional sessions (musicians) to be taken any time prior to the next milestone year
35	14 additional sessions (musicians) to be taken any time prior to the next milestone year
40 (and every five years' service thereafter)	14 additional sessions (musicians) to be taken any time prior to the next milestone year

6.7.2 Long service time off must be taken prior to when they hit the next milestone and has no equivalent cash value. Timing of such leave must be approved by the relevant line manager.

6.7.3 This benefit is in addition to the current one off payment after 25 years as detailed in Appendix A. Musicians receiving the 25 year award can request that the value of some or all of the award may be put towards the cost of covering additional unpaid leave days in the subsequent year. The costs for replacements will be calculated on the normal basis of such costs being calculated, if this is the Musicians preference.

7. REPERTOIRE

The Society shall have the right to include any musical works in any rehearsal or performance.

8. MEDIA WORK

8.1 When the Musician is required to perform or rehearse for audio only or audio visual recording, sound broadcast or television, for the avoidance of doubt, this



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comes within the main duties of the Musician and all relevant performance rights are vested in the Society without additional payment.

- 8.2** The Musician's performance under clause 8.1 will be subject to no limitations (except for those specified in clauses 8.3 & 8.4 below and Appendix D) with regard to media use of any playing session for phonogram recording sessions, live or deferred Broadcast Radio Relay (to include internet streaming and any other existing or future downloadable format), any Television relay featuring the RLPO whether national, local or international, terrestrial or satellite and DVD featuring the RLPO.
- 8.3** New recordings whose primary purpose is as a soundtrack for cinema release, short items for advertising jingles or signature tunes/soundtracks for programmes not featuring the RLPO shall only be permitted under the terms specified in Appendix D and such recordings must utilise no fewer than 35 musicians.
- 8.4** The secondary use of partial extracts from existing RLPO-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the RLPO shall not be deemed to be included under the terms of clause 8.1. In these instances a further fee shall be payable to those musicians who took part in the original recording.
- 8.5** Any public concert given by the Orchestra or its ensembles may be the subject of recording for archive purposes. Such archive recordings may be commercially exploited subject to the terms of this Agreement without additional payment to the Musician.
- 8.6** No recording of any performance will be eligible for use as part of any capability process.

9. TRAVEL AND SUBSISTENCE

- 9.1** In the event of the Musician being required to play outside the location of the home base then the Society shall either provide transportation, accommodation, subsistence and portage or pay the appropriate costs in lieu of travel and subsistence subject to the following:
- 9.1.1 The Society shall be entitled to provide transportation, accommodation, subsistence and portage in lieu of any or all of the payments specified in Appendix B.
- 9.1.2 The musician shall be entitled to require the Society to provide transportation, accommodation, subsistence and portage in lieu of all or any of the travel and subsistence payments.
- 9.1.3 In the event of the Musician being required to travel abroad, subsistence allowances shall be payable according to a rate agreed on each occasion between the Society and the Musicians' Union.
- 9.2** Days on which the orchestra travels to a UK engagement shall comply with the following unless by prior arrangement with orchestra representatives.
- 9.2.1 Calls for work shall be between the hours of 8:00 am and 2:00 am. Should the musician be called before 8.00 am then an early start payment will be made as shown in Appendix B.
- 9.2.2 Coach journeys scheduled as 2 hours or more shall have a 20-minute break.
- 9.2.3 A period of 15 minutes shall be allowed at the end of a journey, before the Musician is required to play. (see clause 9.7)
- 9.2.4 If the scheduled time of return to the home base is after midnight the Musician shall be entitled to receive a late night return allowance as shown in Appendix B. If the scheduled return time is after 2:00 am then the Musician will be entitled to an overnight allowance. See Appendix B



- 9.2.5 If the Musician is called after 1.30 pm (for out of town engagements) then a single meal allowance is payable, a call before 1.30 p.m. attracts the two meal allowance. See Appendix B.
- 9.3** In the event that the Musician is required to play or rehearse within 125 miles road transport (see clause 9.5) from Philharmonic Hall then the Musician will be expected to return to base on the same day and transport will normally be provided by the Society.
- 9.4** The musician shall not normally be expected to travel for more than 250 miles in a day except in exceptional circumstances.
- 9.5** On not more than 5 occasions a year the figures in clauses 9.3 and 9.4 may be increased to 195 miles and 390 miles respectively. On these occasions the following day will, wherever possible be a Free Day or No Call Day. If however the orchestra is required to work on these days the maximum commitment will be a seating call and a repeat concert. It will also, wherever possible, be scheduled that the work commitment at the out of town venue will be a seating call/balance test and a pre rehearsed/performed programme.
- 9.6** Travel times will be included in the sessional commitment and will be calculated by using the agreed journey times allowing the coach to arrive 15 minutes before the scheduled rehearsal call (see clause 9.7) and normally two hours before a concert and leave 20 minutes after the end of the concert or final session.
- 9.7** There shall be allowed a 20 minute break on all coach journeys of 2 hours or more. In the event that a 20 minute break is missed due to unforeseen circumstances, road conditions etc. the arrival break in clause 9.2.3 shall be extended to 25 minutes. If a one hour lunch break is scheduled to be taken on arrival at the venue then clause 9.6 will also not apply.
- 9.8** The Musician must ensure that he/she is adequately insured when using a private car in connection with employment under this Agreement.

10. FOREIGN TOURING

- 10.1** Work outside the United Kingdom (“foreign touring”) shall be deemed part of the Musicians’ normal duties (as defined in clause 2.3 above). A request for the Musician to be released from his/her obligation to participate in an engagement by the Orchestra outside the United Kingdom, on the grounds of domestic situation, health or conscience will not be unreasonably refused. Should the Musician be permitted not to participate in an engagement abroad the Administration shall be entitled to arrange an exchange with an appropriate musician from another orchestra without loss of salary for the Musician.
- 10.2** A working party consisting of the MU Steward, members of the Orchestra Committee and the orchestra management shall be convened at the earliest opportunity to consider the terms and conditions of any proposed foreign tour.
- 10.3** At least six weeks prior to the commencement of a foreign tour the Society, the members of the Orchestra and the Musicians’ Union shall agree as far as possible all substantive arrangements concerning the tour schedule, the type and location of accommodation, the methods of travel, the subsistence payments and the main details of the itinerary, although subsequently the itinerary may be subject to minor amendment for legitimate logistical and operational reasons.
- 10.4** The Society may require the Musician not to participate in a foreign tour without the musician suffering any deduction in salary.
- 10.5** The Society shall ensure that the Musician has adequate insurance cover with regard to health and cover for death, disablement, medical expenses and treatment arising during or as a result of the tour is no less favourable than his/her position when in the UK. Nothing herein shall impose upon the Society an obligation to meet the cost of any treatment that could have been foreseen by the Musician before the tour, nor any obligation to maintain or extend to overseas any



private UK medical insurance that the Musician may have. The Musician shall inform the Society of any pre-existing or recently diagnosed medical condition that could affect his/her ability to undertake the foreign tour.

- 10.6** Prior to the commencement of any foreign tour, the Musician shall ensure that he/she is in possession of a valid passport, the expiry date of which must not be less than 6 months from the date of the return to the UK at the end of the tour, and where applicable, a valid European Health Insurance Card. The cost of any necessary visas and vaccinations advised by the F.C.O. will be borne by the Society.
- 10.7** The Society shall, throughout the tour, insure the Musician's instruments at the value for which they are insured in the UK and shall also insure his/her clothing and suitcase up to an agreed limit (ie. Not cameras, jewellery or cash).
- 10.8** On-call hours on tours abroad shall only be time spent in rehearsal, performance and travel and shall exclude all meal breaks. During a tour abroad the schedule may be amended, in cases of emergency, at less notice than that prescribed in Clause 5 without incurring additional payments so long as the actual numbers of hours worked are not increased. In the event that the actual numbers of hours worked exceeds that allowed for the whole tour on the Schedule, overtime will be paid at the relevant rate.
- 10.9** Free days on tour will be designated as No Call days and will not count against the annual allocation of free days specified in clause 6.1.

11. CAPABILITY PROCEDURE

The capability procedure is set out in Appendix G of this Agreement. The procedure will be followed by the Society where the Musician's standard of performance is deemed to have fallen below acceptable standards.

12. COMPANY POLICIES AND PROCEDURES

- 12.1** The Society operates a Management System for Company Policies and Procedures relevant to the Society. These Policies and Procedures may be subject to change from time to time in agreement with the MU. The Musician will be expected to familiarise his/herself with these Policies and Procedures and abide by their content.
- 12.2** The following Policies and Procedures, which are contained in Appendix I, are an integral part of these terms and conditions of employment:
- 12.2.1 Disciplinary & Grievance
 - 12.2.2 Sickness, Accident & Other Absence
 - 12.2.3 Family Policies: maternity, paternity, adoption & parental leave
 - 12.2.4 Equal Opportunities
 - 12.2.5 Health & Safety
 - 12.2.6 Recruitment & Appointment
 - 12.2.7 Illegal Working
 - 12.2.8 Child Protection "Playing Safe"
 - 12.2.9 Length of Service Benefits

13. PENSION

Liverpool Philharmonic operates a Group Personal Pension Scheme whereby employees can elect to join and enjoy employer contributions. From April 2014 all qualifying employees will be auto enrolled into the Group Personal Pension scheme with those wishing not to participate having the right of opting out.



14. INDEMNITY/EXCLUSIVITY

- 14.1** The Musician is required to warrant that, at the time of commencing his/her employment, he/she is not by reason of another agreement precluded from entering into and fulfilling the terms of this agreement.
- 14.2** During the continuance of this agreement the Musician shall knowingly neither accept any engagement nor engage in any activity which conflicts with the interests of the Society. If players are in any doubt about a possible conflict of interest then they must consult with the Society in advance.

15. EMPLOYER'S LIABILITY

The Society is insured, under the provisions of the Employer's Liability (Compulsory Insurance) Regulations 1998 against liability for personal injury and disease sustained by the Musician which arises out of, or in the course of, his/her employment in Great Britain.

16. PERSONAL PROPERTY

- 16.1** If the musician brings any vehicle or any other personal property not used in connection with his or her employment with the Society on to the Society's premises this will be entirely at their own risk. The Society accepts no liability for loss or damage caused to property arising out of its being on or about the Society's premises.
- 16.2** All musicians Musical Instruments and Accessories are insured for accidental loss, theft or damage anywhere around the world in accordance with the conditions of the insurer's policy.

17. HEALTH AND SAFETY

- 17.1** The Society shall use its best endeavours to safeguard the health, safety and welfare of musicians employed under this Agreement in accordance with Health & Safety legislation.
- 17.2** Whilst at work the musician shall take all reasonable care for the health and Safety of themselves and others who may be affected by their work. He or she must always comply with any relevant safety regulations or orders. This includes instruction and advice supplied by external promoters to the Society with regard to specific rehearsal and performance situations.
- 17.3** The Society operates a no-smoking policy in all premises that it uses for rehearsal or performance and within all vehicles.

18. TERMINATION OF EMPLOYMENT

18.1 Notice Period

Employment under this Agreement is for an indefinite period but subject to notice for termination. The Musician or the Society may terminate employment by either party serving 3 months notice on the other party. The Society reserves the right under the disciplinary policy to summary dismissal, without notice or payment in lieu of notice, in cases of gross misconduct.

18.2 Deductions from Final Salary

The Society reserves the right to deduct any monies which have been paid by the Society but which have not been earned or incurred by the employee. Such monies may be deducted from the final salary. In the event of the Society making a loan to the employee the Society reserves the right to recover outstanding monies from the final salary.



19. ALTERATION OF TERMS AND CONDITIONS

- 19.1** These Terms and Conditions may be altered from time to time by agreement between the Society and the Musicians' Union. The terms of any proposed alterations will be duly notified to all Musicians.
- 19.2** Matters within these Terms and Conditions which require the agreement of the Orchestra (eg clauses 4.3 and 5.2.2), or the occasional temporary minor variation to these Terms and Conditions which may be proposed from time to time, shall be decided by a simple majority vote of those members of the Orchestra affected by the decision who cast a vote.

20. AGREEMENT

It is agreed between the RLPS and the Musicians' Union that this Agreement represents the minimum terms and conditions agreed collectively between the Society and the MU for salaries and conditions for Musicians working in the Royal Liverpool Philharmonic Orchestra.

Signed:

On behalf of the RLPS

Date: 8/12/19

Michael Eakin
Chief Executive

Signed:

On behalf of the Musicians' Union

Date: 03.01.2020

Jo Laverty
Orchestras Official NATIONAL ORGANISER

APPENDIX A

ORCHESTRA SALARIES

Salary Band	2019/2020	
	Salary	Per session
Section Leader	£41,994	£95
Associate Principals	£38,374	£87
Principals	£36,926	£83
Sub-Principals	£33,741	£76
Section Players	£31,567	£71

On call hours in excess of 40 per week will be paid at £15.00 per hour in quarter hour units subject to the terms laid out in clause 4.2.

Musicians who have completed 25 years continuous service will receive a payment of £2,080 and Honorary Life Membership of the Royal Liverpool Philharmonic Society.



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APPENDIX B

SUBSISTENCE PAYMENTS

Effective from 1st April 2019 to 31st March 2020

2019/2020

Accommodation:

Overnight Subsistence	£63.10
Within M25 (additional)	£20.30

Meal Allowance(s):

One Meal Allowance	£14.57
Two Meal Allowance	£21.85

Late Night return:

Midnight – 0030	£4.95
0031 – 0100	£9.85
0101 – 0130	£14.80
0131 - 0200	£15.00

Early Start Payment:

Departure before 8.00 am	£3.15 per half hour
	With minimum of £6.30

Over-night accommodation will be provided and players will be required to state if they do not require a room. Those players who do not take up the hotel option by the deadline specified by the Orchestral Management will receive a payment up to the applicable level of overnight subsistence upon provision of a VAT receipt. Players who do not produce a VAT receipt will receive a payment of £25.00.

Late Night Return payments are applied to the scheduled time of return to base (see 9.2.4). No extra payment will be made if, due to unforeseen circumstances, the Musician returns to base later than the scheduled time.





APPENDIX C

RELEASE SCHEME

A. UNPAID RELEASE FROM CONTRACT

1. Under the unpaid release from contract scheme (see clause 6.2), the Musician will be entitled to release of up to a maximum of 10% of his/her annual sessional commitment in each working year.
2. All such release will be at 100% of the appropriate rate per session and any additional expenses and statutory payments incurred by the Society in the engagement of a suitable replacement will be met in full by the player.
3. After unpaid release from contract has been agreed, a musician will not be required to play in the event of sickness in his or her section, or *force majeure*. However, if the musician agrees to play during unpaid release from contract, then replacement release from contract will be allocated.
4. Where unpaid leave has been agreed and costs notified to the Musician, and a change is made to the Orchestra Work Schedule less than six weeks before the start of the unpaid period, the Musician will be able to request that any additional costs arising from the change not be deducted from salary. Requests should be submitted to the Orchestra Manager as soon as possible and will be considered on a case by case basis.
5. An early application for unpaid release will ensure a greater chance of it being agreed and enable the Society to keep any additional costs to a minimum.

B. NATURAL RELEASE DAYS

1. A natural release day is any working day on which the Musician is not required to work as a result of the orchestra schedule requirements.
2. The Musician is entitled to a guaranteed minimum of 10 natural release sessions per year and any days in excess of this will be designated as excess natural release sessions, 50% of which will be on standby (clause 6.3). Excess natural release sessions will be allocated by rotation.
3. Being on standby means that the Orchestra Manager, or his/her deputy, must be able to call upon the Musician to work. It is the responsibility of the Musician to ensure that he/she can be contacted until 30 minutes after the commencement of the first call whether that be for travel or playing on the day on which he/she is on standby.
4. In the event that the Musician cannot be contacted whilst on a standby, he/she will be "charged" the equivalent number of unpaid sessions. This deduction does not require prior written notice although written confirmation will be provided at the time of the deduction.
5. The Section Leader is responsible for calculating the number of naturally occurring release days within a 3-month period. These days will be allocated fairly and equally amongst the section. Through a process of consultation with the section, and liaison with the Orchestra Manager, the Section Leader will co-ordinate the unpaid release from contract and natural release day scheme for his or her section. String strengths and instrumentations are published on the schedule and are available from the Librarian.
6. The number of natural release days will be allocated by the Section Leader, in consultation with the section members, using a fair and equitable system.



7. Natural release days are managed in such a way so as not to incur extra costs to the Society.

C. IMPLEMENTATION

1. The orchestra work schedule will be published in 3 months blocks, and is published two months before start of the schedule period. It is accepted that to provide information this far in advance means that this schedule may be subject to change. The Management will endeavour to keep these changes to a minimum.
2. All requests for release from contract must be made using the recognised forms, which are available at the Philharmonic Hall and must normally be made 8 weeks in advance of the first day requested as a release day. No leave will be agreed without completion of these forms in order to maintain fairness and correct records.
3. The section leader has a management responsibility when allocating release from contract and natural release days to ensure that the personal development needs of the section members are being met. Appropriate members of the section will be given the opportunity to lead or move up within the section as a result.
4. The Principal Conductor, Chief Executive, Executive Director Orchestra, Ensembles and Education, Orchestra Manager or their representative may request that musicians be present for prestigious concerts, recordings or other sessions. Musicians will be notified as far in advance as possible of such dates.
5. If any musician experiences difficulty with the release from contract or natural release days they should first endeavour to resolve the problem with the Section Leader. The Orchestra Manager is available to provide advice. In cases of genuine concern the formal grievance procedure should be used.
6. Release day allocation may be changed subject to consultation with the Orchestra Manager, section leader and section members.

D. TIED DATES

1. The system of tied dates means that certain dates in the schedule may cause some difficulty with the release from contract. Musicians wishing to select a release from contract that is tied to another date must use the remaining allocation of release from contract for the tied dates unless natural release days can be used.
2. There will be occasions when the tied date period may overlap more than one "period" of the 3 month schedule, in such circumstances the Musician accepts that the 3 blocks will not be of equal proportion and that the tied date rule still applies.
3. Tied dates may be grouped together within a maximum period of eight weeks, except in exceptional circumstances when this period may be extended after consultation with the players' representatives.



APPENDIX D

MEDIA WORK

New recordings whose primary purpose is as a soundtrack for cinema release or signature tunes/soundtracks for programmes that do not feature the RLPO (see clause 8.3 of this Agreement) are subject to the following conditions:

1. Recordings may only be made for the following:
 - Registered Low Budget British Films, or their equivalent as evidenced by proof signed by a qualified accountant of a budget level of £10 million or less
 - films that are wholly funded by the Film Council
 - the accompaniment of silent films that have no pre-existing sound track

2. The rights acquired by the Society shall be for worldwide theatrical exhibition use only. All other uses will be subject to additional payment to the Musician under the terms of the prevailing MU/PACT Agreement.

New recordings whose primary purpose is as a soundtrack for cinema release, short items for advertising jingles, signature tunes/soundtracks for programmes not featuring the RLPO or commercial audio recordings which would ordinarily be recorded under the terms and conditions of the New BPI/MU Agreement 2011 must utilise no fewer than 35 musicians.

APPENDIX E

Audition Panels

Where a Musician agrees to sit on an audition panel the Society will pay 50% of the Section Leader rate for each session of auditions attended. This will be payable to all members of the panel. A session will be a maximum of three hours.

Where auditions are heard during the orchestra working day ie during the lunch break this will be paid at the pro rata per hour (50% x Section Leader / 3 = 1 hour).

APPENDIX F

Designation of pay scales for positions in the Orchestra

1st Violins	Scale rate	Double Basses	Scale rate	Key
Number 1	N	Number 1	SL	
Number 2	N	Number 2	AP	N = Negotiated Salary
Number 3	N	Number 3	P	
Number 4	P	Number 4	SP	SL = Section Leader
Number 5	SP	Number 5	S	
Number 6	SP	Number 6	S	AP = Associate Principal
Number 7	S (SP*)			
Number 8	S	First Flute	SL	P = Principal
Number 9	S	Second Flute	P	
Number 10	S	Third Flute / Piccolo	P	SP = Sub Principal
Number 11	S			
Number 12	S			S = Section Player
Number 13	S	First Oboe	SL	
Number 14	S	Second Oboe	P	* protected position
		Third Oboe / Cor Anglais	P	
2nd Violins				
Number 1	SL	First Clarinet	SL	
Number 2	AP	Second Clarinet	P	
Number 3	P	Third Clarinet /	P	
Number 4	SP	Bass Clarinet		
Number 5	S			
Number 6	S	First Bassoon	SL	
Number 7	S	Second Bassoon	P	
Number 8	S	Third Bassoon /	P	
Number 9	S	Contrabassoon		
Number 10	S			
Number 11	S	First Horn	SL	
Number 12	S	Second Horn	P	
		Third Horn	AP	
Violas		Fourth Horn	P	
Number 1	SL	Fifth Horn	P	
Number 2	AP			
Number 3	P	First Trumpet	SL	
Number 4	SP	Second Trumpet	P	
Number 5	S	Third Trumpet	AP	
Number 6	S			
Number 7	S	First Trombone	SL	
Number 8	S	Second Trombone	P	
Number 9	S	Bass Trombone	P	
Number 10	S			
		Tuba	P	
Cellos				
Number 1	SL	First Percussion	SL	
Number 2	AP	Second Percussion	P	
Number 3	P	Third percussion	P	
Number 4	SP			
Number 5	S	Timpani	SL	
Number 6	S			
Number 7	S	Harp	SL	
Number 8	S			



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APPENDIX G

Learning Payments

Learning work carried out in non-contract time is offered on a freelance basis, and any musician wishing to deliver Learning activity must first meet the criteria to be on Liverpool Philharmonic's Approved Musicians List.

The standard session rate for Learning work is linked to the top scale on the Principal scale which includes holiday pay and any other statutory payments. Different rates may apply in certain projects.

A session will be of a maximum of 3 hours duration which can comprise performances or workshops of up to 2 hours in aggregate, at two separate sites within 10 miles distance of each other.

Disclosure & Barring Service checks

Depending on the nature of the work, musicians opting to undertake learning activity may first need to satisfy a check by the Disclosure and Barring Service. This check includes 'spent' and 'unspent' convictions, other than some old and minor convictions and cautions, as defined by the Rehabilitation of Offenders Act 1974.

The information contained in the DBS certificate is only seen by those who need it as part of the recruitment and checking process. The Royal Liverpool Philharmonic complies with the DBS's code of practice on the use and storage of DBS checks.

There is a written policy on the recruitment of ex-offenders, which can be requested from the Society.



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APPENDIX H

CAPABILITY PROCEDURE

1. The following procedure will be followed by the Society where the Musician's standard of performance is deemed to have fallen below acceptable standards. At all stages of this procedure the Musician will be given every reasonable assistance by the Society and will receive such monitoring of his or her progress as may reasonably be required. The Principal Conductor will be kept fully informed by the Orchestra Manager.
2. For the purposes of this appendix reference to the "Artistic Executive" will be interpreted as at least two of the following: the Principal Conductor, the Executive Director, Orchestra Ensembles and Education, the Orchestra Manager; Leader or Associate Leader or nominated representatives thereof.

The Informal Procedure

2. Before any formal procedure is started, the Musician will normally be told informally by the Section Leader or Leader of the perceived problems. If requested by the section leader or the player concerned the Orchestra Manager may be in attendance at the meeting. If the Orchestra Manager does not attend then a written report of this meeting must be made to the Orchestra Manager and a letter sent to the player to confirm the start date of the informal part of the process. After this informal dialogue the Society may at the request of the Leader, the Section Leader or the Musician, offer assistance, which could include paid leave. If informal assistance is offered and accepted then a moratorium on any further action will persist for a period of at least three months. If at the end of this period the musician's performance has returned to a satisfactory level, then records of the meeting will be removed from the players' file after a further three months has elapsed.
3. If at the end of the moratorium, the Musician's performance continues to be unsatisfactory then the formal procedure will be commenced.

The Formal Procedure

4. A Section Leader's panel will be constituted, in order to provide a forum for effectively dealing with capability issues. This panel will normally consist of other Section Leaders in the instrument group concerned (strings, woodwind or brass and percussion), and will meet at the instigation of the Artistic Executive to advise on appropriate action.
5. *Formal Notice/Warning.* A meeting will be arranged (usually at a minimum of two working weeks' notice) between the Musician, the Section Leader or Principal Conductor and the Orchestra Manager or Artistic Executive. The Musician will be advised of the reasons for the warning and that it is the formal stage of the Capability Procedure. The Notice or Warning will be given by the Orchestra Manager or Artistic Executive and the Musician's Section Leader or the Leader. A Musicians' Union Representative or another member of the Orchestra of the Musician's choice may also be present.
6. Following the meeting, the Orchestra Manager will send to the Musician a written note of the warning detailing the full substance of the problem; the improvements required and the timescale permitted, which shall be up to three months.
7. If the Musician improves sufficiently within the timescale permitted the procedure will be stayed, at that stage, and the warnings will lapse after six months. The procedure will then cease and any record will be expunged.
8. If the process continues, then either:
 - 8.1 re-audition will occur under the following conditions:
 - 8.1.1 Not less than four working weeks' notice of such audition will be given.
 - 8.1.2 The audition panel will consist of the Leader and/or Associate Leader, two members of the Section Leaders' panel, an independent assessor whose identity will be agreed between the Society and the Musicians' Union and one person nominated by the Musician. A member of the Artistic Executive will attend to observe the procedure. The Principal Conductor will be invited to attend but the process will not be inhibited by the availability or otherwise of the Principal Conductor.



- 8.1.3 The Musician may request not more than ten working days' additional paid leave immediately before the audition and such request will not be unreasonably refused.
- 8.1.4 The music for the audition will be agreed by the Audition panel and notified to the Musician with the notice of audition and will be drawn from the Orchestra's current repertoire (and will be performed unaccompanied).
- 8.1.5 The Society will inform the Musician of the result of the audition within seven days.
- 8.1.6 If, in the majority opinion of the panel, the Musician's performance at the audition is unsatisfactory, the Musician will be entitled to a second audition conducted in a similar manner to the first audition (*again with four working weeks prior notice*), except that the pre-notified music will be agreed by the Audition panel and be drawn from the standard orchestral repertoire (again performed unaccompanied).

Or

- 8.2 a trial period will occur under the following conditions:
 - 8.2.1 A trial period of orchestral work will commence, of not less than one month duration, during which her/his performance will be evaluated by the Principal Conductor, if he is performing with the orchestra during the period and Section Leader's panel.
 - 8.2.2 In addition to his/her normal duties, the player will be required to sit-up in any capacity included in contracted work (see clauses 2.4, and 2.5 in the Terms & Conditions).
- 9. The Musician will be informed in writing by the Orchestra Manager of the outcome of the audition or trial within seven days of the re-audition or the end of trial period. If the Musician's performance at the re-audition or at the end of the trial period is still considered still to be unsatisfactory, the Society will normally terminate the Musician's employment by notice.
- 10. The Society will endeavour to consider an alternative to dismissal and such an alternative will require the co-operation of the Principal Conductor, Section Leader, Leader, Orchestra Manager and Artistic Executive.

Appeal

- 11. The Musician is entitled to Appeal against the outcome of this review to the Chief Executive. Such an Appeal should be lodged within fourteen days of the date the outcome was communicated to the Musician. The Musician is required to state his full grounds for Appeal in the Appeal notice. The Appeal will not normally order any further re-auditions.