



ULSTER ORCHESTRA SOCIETY LIMITED

PLAYERS' CONTRACT

VISION

The Ulster Orchestra's vision for the future is:

To be at the heart of Northern Ireland, a major contributor to its quality of life and an ambassador for the region abroad, delivering music to diverse audiences here and around the world.

MISSION

The Ulster Orchestra's mission, its core purpose, is:

To enrich people's lives regionally, nationally and internationally through excellence in performance, learning and community engagement, and creative collaborations across the arts.



ULSTER ORCHESTRA SOCIETY
LIMITED

PLAYERS' CONTRACT

This contract represents an agreement between the **Ulster Orchestra Society Limited** and the **Musicians' Union** and any successor bodies for salaries and all appropriate payments and the terms and conditions of employment for any musicians working / employed by the Ulster Orchestra Society Limited. All attached appendices form part of this contract.

The terms and conditions contained within this agreement conform to current employment law, including compliance with the Employment Rights (NI) Order 1996.

Signed

on behalf of the
Ulster Orchestra Society Ltd.

.....
Auveen Sands
Chief Operating Officer
Ulster Orchestra

on behalf of the
Musicians' Union

.....
Morris Stemp
Orchestras Official
Musicians' Union

1st April 2021

An agreement made this day of between for
and on behalf of the Ulster Orchestra Society Ltd (“the Society”) and of
..... (“the Musician”).

Whereby it is agreed as follows:

- Appointment**
- 1 (a)** Subject to the following terms and conditions, the Society hereby employs, or continues to employ, the Musician. The Musician hereby accepts employment according to the following terms and conditions.
- 1 (b)** The Musician is engaged as
- 1 (c)** The Musician shall be deemed to have continuous service from
- Salary**
- 2 (a)** The Society shall pay the Musician a salary of £..... p.a. which shall be subject to review by negotiated settlement between the Society and MU or their successor bodies. Salary payments will be made in 13 four-weekly instalments, 2 weeks in advance, 2 weeks in arrears, including any payments due for work undertaken as part of the Society's BBC contract.
The salary levels shall be reviewed on 01 April each year.
- Base**
- 3** The Orchestra's home base is currently the Ulster Hall, Belfast. For the purposes of calculating travel times, the city centre site of the Ulster Hall shall be treated as the departure point.
- Service**
- 4 (a)** The Musician will be required to attend work activities identified under clause 5 at the home base and at other venues as required by the Society and notified to the Musician in advance.
- (b)** 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.
- Work Commitment**
- 5 (a) Annual Work Commitment**
- The Society acknowledges that Ulster Orchestra Musicians spend a number of hours each week on personal preparation and practice, in addition to scheduled Orchestra time.
- i. The Working Year shall run from 1st August to 31st July
 - ii. The basic unit of work is the "session" which may not exceed 3 hours in duration.
 - iii. The Musician's annual salary is based on working up to a maximum session count of 428 and if the Musician agrees to work any sessions in excess of 428, these additional sessions will be paid at a rate of 1/428th of his or her annual salary.
 - iv. Orchestra concerts (performances, normally conducted, with 13 or more musicians) are the primary requirement for Ulster Orchestra musicians.

The Musician will also be required to commit to work from a range of further activities, including but not limited to the following:

- Small ensemble work (in groups of fewer than 13 players)
- Learning and Community engagement work
- Mentoring and coaching
- Demonstration of instrument
- Producing and Presenting
- Project design and management, planning and evaluation
- Arranging and composing
- Training and CPD
- Audition panel

- v. The Society will keep a record of all the sessions for which the Musician is required, with the intention of equalising the workload of all players. An anonymised spreadsheet of all individual sessions worked will be made available on the second week of each month.
- vi. Where leadership, preparation (eg. composition or arranging), or post delivery evaluation are required in relation to Learning and Community Engagement projects, the Musician will be credited with no fewer than 2 additional sessions for each discrete project. Where the Musician feels that the time required to prepare for a project is not adequately reflected in 2 additional sessions, then he/she may approach the management, who will not unreasonably withhold the crediting of additional sessions up to a maximum of 4. In exceptional circumstances, more such sessions can be agreed if the scale of the project merits such an increase.
- vii. Where the Musician is credited with sessions in respect of original produced content, then the intellectual property rights of that content reside with the Society. However, the Society will not unreasonably obstruct requests for its wider use.
- viii. For any rehearsal session required in relation to small group or Learning and Community Engagement work, the Musician will be credited with one session. Rehearsals must be approved in advance by either the Head of Artistic Planning and Operations.
- ix. The Society undertakes to match players' skills and experience with appropriate work. Where a player feels that work assigned to them does not match their skills and experience, they should raise this with the appropriate member of senior management. Where appropriate, the management will seek to partner the musician with a more experienced colleague. The Musician may nominate an alternative activity, or where necessary, an alternative project may be allocated.
- x. The Society will offer support and training as appropriate to the activity to enable the Musician to acquire the necessary skills to take part in an activity which he or she was previously not qualified to do.
- xi. Where the Musician persistently refuses, without reasonable justification, to commit to work in 5(a)iv, then he/she will be required to attend a meeting with the management to discuss their ongoing work commitment. Where a mutually agreeable solution cannot be found then this may eventually result in disciplinary action.

(b) Weekly Work Commitment

The working week shall be from Monday to Sunday.

The Society may call on the Musician's services for a basic week of 40 on call hours of which not more than 30 hours shall be playing hours.

For reasons of health and safety, there shall not be more than two consecutive weeks of 30 playing hours unless the consent of the Orchestra has been obtained by a simple majority of those affected.

The Musician may be permitted to "self schedule" their own non-orchestral sessions, with the agreement of the project participants. Self scheduling will be permitted on the understanding that no additional cost or management time will be incurred by the Society.

Where the Musician's commitment to deliver a continuous Learning and Community Engagement project results in a clash with the orchestral schedule, the Society will consider if it is appropriate to release the Musician from the orchestra schedule.

The maximum number of sessions in any 6 consecutive working days will normally be 12 but on no more than 3 occasions a year the Musician may be required to work a maximum of 16 sessions on 8 consecutive days.

(c) Daily Work Commitment

The Musician shall, if required, take part in more than one session on any one day provided that the maximum playing time shall not exceed 6 hours.

(d) On Call Hours

On-call hours shall be calculated:

- i. within a radius of 7 miles from the Ulster Hall or 'moving base' (see iii below) by totalling the scheduled duration of rehearsals and performances, or travel to or from the "moving base".
- ii. outside a radius of 7 miles from the Ulster Hall or the Orchestra's 'moving base' (see iii below) from the time of the first call – departure of bus or train – until the agreed time of return. The calculation of the travel times will be established by the agreement of standard journey times to venues regularly visited by the Orchestra. This table of journey times may subsequently be reassessed in the light of changing circumstances, e.g. improvement or deterioration of road or rail services.
- iii on tour by the creation of a 'moving base' by the payment of overnight subsistence or provision of accommodation to provide a temporary home base for the Orchestra.

(e) Playing Hours

Playing hours shall include all scheduled orchestral work and other sessions worked by the Musician. The Musician shall, if required, take part in more than one session on any one day provided that the maximum playing time shall not exceed 6 hours. When the Musician

can self-schedule due to flexibility over when certain kinds of work can be done, these individually worked hours will be included in the Musician's total weekly playing hours' calculation.

(f) On Call Sessions

The Society may choose to place the Musician on call for any amount of the Musician's Annual Work Commitment. All On Call Sessions will be counted towards the Musician's Annual Work Commitment.

When on-call, the Musician will be required to work if called in by the Society as follows:

To be contactable and available to replace another musician owing to sickness or for any other reason:

- (i) up to 30 minutes after the scheduled starting time of the session in the home base;
- (ii) until the latest scheduled departure time of the coach or train for engagements away from the home base.

(e) Length of Sessions

Orchestra rehearsal periods shall be of pre-determined duration. The duration of performances shall be estimated on the schedule. A session will be no less than 2 hours except:

- i For children's and educational concerts, for which a session of 1½ hours may be called.
- ii For promotional activity, for which a session of not less than 1½ hours may be called.
- iii On the day of a concert, when a rehearsal session of not less than 1 hour may be called.

(f) Breaks

The break in sessions in excess of 1½ hours duration will be taken as close to the mid-point as practical, not exceeding 90 minutes of playing. This may be changed by mutual agreement.

Session of 1½ hours or less	no break
Sessions of more than 1½ hours up to and including 2 hours minutes	10
Sessions of more than 2 hours up to and including 2½ hours minutes	15
Sessions of more than 2½ hours up to and including 3 hours minutes	20

The interval between the end of a rehearsal and the beginning of a concert shall normally be 1½ hours. Any departure from the norm will be agreed in consultation with the players' representatives. Should the Society schedule a longer interval, the additional hours away from base will count as on-call hours.

**Duties &
Responsibilities**

6 (a) Sitting Up

Where the Musician is temporarily transferred, for any performance or rehearsal, from his or her normal position in the Orchestra, to a position rated for higher pay under this agreement, the Musician shall receive the appropriate higher rate.

Where Sub-Principal and Tutti Players agree to perform in any formal concert setting or related rehearsal in a group of fewer than 13 players, he/she will receive sitting up payments to Principal. In certain instances, where the work involved is of a high level of complexity or high profile then the Society will discuss with the Musician and/or Players' Committee the appropriateness of making sitting up payments to Section Leader rather than Principal.

- (b)** Violinists may be temporarily transferred from either violin section to the other in order to maintain the required balance between the first and second violin sections.
- (c)** Musicians employed to perform on more than one instrument will receive extra payments for doubling or trebling, except where those doublings are covered by salary.
- (d)** Musicians employed as Section Leaders or Principals will play orchestral solo, obbligato or continuo parts in their normal contractual position if required.
- (e)** The Leader and Section Leaders will attend any meeting called to discuss musical issues and will be responsible for ensuring that the parts within their section are correctly marked by the Orchestral Librarian. In addition Section Leaders will be required to attend section auditions, and occasionally out-of-section auditions, as part of their annual work commitment.
- (f)** The Musician will be required to attend meetings of the Orchestra as a whole called by the Society which will be scheduled within playing hours. The Society may schedule additional meetings outside of hours, attendance at which are optional.
- (g)** The Musician may be required to attend a dedicated photo session or press conference called within playing hours and to co-operate fully with any press coverage of rehearsals and concerts.
- (h)** The Musician will appear at work attired in a manner appropriate to the type of work, and to present him- or herself in an appropriate professional manner at all times. Training in presentational skills will be provided and, when scheduled within playing hours, must be undertaken where required. Normal concert dress is tails/long black unless otherwise indicated on the schedule.

- (i) The Musician shall abide by all reasonable instructions given to him/her by the Society and will be subject to the Society's Disciplinary and Grievance procedures.

Overtime

- 7 (a)** The Musician may be required to work overtime subject to the following conditions:
 - i Playing hours in excess of 30 in one week, to the maximum of 48 on-call working hours per week will need to be agreed by a simple majority decision of those affected.
 - ii Overtime payments will be made on sessions if they continue beyond the scheduled times, regardless of the number of hours worked in a week.
 - iii If a performance finishes up to 5 minutes after the scheduled finishing time no overtime is incurred. The time of a performance is calculated from the scheduled call time to the end of the performance – ie when the Leader leaves the stage for the last time.
 - iv Overtime payments will be made if any call exceeds:
 - 3 hours in any one session
 - 6 hours in any one day
 - 30 hours in any one week
 - 40 on-call hours in any one week

Overtime will be paid under the heading that is most beneficial to the Musician.

- (b)**
 - i Scheduled playing overtime will be paid at a flat rate of 1.5 x 1/25th of weekly salary, paid in hourly units.
 - ii Unscheduled playing overtime which occurs outside the Society's control will be paid at 1.5 x 1/25th of weekly salary, paid in quarter-hourly units.
 - iii Scheduled travel overtime will be paid at a flat rate of 1.5 x 1/40th of weekly salary, paid in hourly units.
 - iv Unscheduled travel overtime which occurs outside the Society's control will be paid in quarter-hour units.

Schedule

- 8 (a)** The Musician will be supplied with a detailed 4-week schedule at least 28 days in advance of the first week of each 4-week block, which specifies for which sessions s/he will, or will not, be called. However the Society reserves the right to make major changes to the schedule (which may include whether or not a particular player is called) not less than 28 days in advance of the week concerned.
- (b)** The following changes may be made to the schedule at a minimum of 14 days' notice:
 - i. Minor change of rehearsal by no more than 1 hour's difference.
 - ii. Change of performance time by no more than 1 hour's difference.
 - iii. Change of rehearsal and/or performance venue.
 - iv. Minor change to the programme repertoire (without involving a change of orchestral personnel).

- v. Notification of any orchestral meeting within contract time.
- (c) The Society reserves the right to make any change to the schedule which may be necessary at shorter notice than the above, in the event of any exceptional circumstance outside its control (for example during overseas tours, as long as the overall duration of the tour is not increased).
- (d) A firm list of rehearsal orders shall be indicated on all schedules where possible.

Recording, Digital etc

- 9 (a)** The Musician will be required to perform or rehearse for audio recording and broadcasting, film and audio-visual recording, television or any other form of audio or audio-visual media in orchestral groups of 13 or more players. All assignable performers' rights under this agreement are vested in the Society except those rights assigned to the BBC under its agreement with the Society.
- (b) Recordings made under the terms of this section 9 may be used for worldwide communication to the public by being made available on demand, paid for or free, by CD, DVD or by electronic transmission by wire or wireless means, including but not limited to internet, wire, fibre, cable, satellite and other telecommunications systems.
 - (c) The secondary use of partial extracts from existing Society-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the Ulster Orchestra shall not be deemed to be included under the terms of clause 9(a) where the rights are reassigned to a third party. In these instances, the Musician shall either be credited with the appropriate additional sessions due under clause 9(e) or a payment at the current appropriate MU rate. Where the recording is licensed for secondary use but the rights remain with the Society it shall be deemed to be included under the terms of clause 9(a).
 - (d) Where the Musician is required to perform as part of the Orchestra in any recording for film soundtrack, advertising jingle or TV signature tune/soundtrack recording, he/she will be credited with double the number of sessions worked.
 - (e) **Archive Recording**
Performances may be recorded for archiving purposes. All audio-visual archive recordings will be watermarked throughout their duration to deter unauthorised uses. Subject to an archive recording being of a quality suitable to its intended purpose, as determined by the Society, it may be made available to third parties for purely non-commercial purposes.

- (f) Electronic Press Kits (EPK):**
Audio only or audio-visual recordings may be used in order to produce an EPK. Audio-visual recordings will be watermarked throughout their duration to deter unauthorised uses. EPK recordings will be used for promotional purposes by the Society and by any third parties nominated by the Society for the promotion of the Ulster Orchestra, Belfast and Northern Ireland and its constituent parts. The Society will use best endeavours to ensure that the orchestra is credited.
- (g) News Access**
News items which include the musical performances of the Musician may be recorded without the further agreement of the MU or those it represents.
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.
The maximum duration of recorded performance that may be communicated to the public in one news item shall be:
- i one minute of featured music (i.e. not background or otherwise incidental), and/or
 - ii one minute of non-featured music (i.e. heard in the background of an interview or under a voice over)
- (h) Collecting societies: equitable remuneration**
- i In the event that the Musician is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income in respect of recordings of his/her performances made under this Section 9 that is additional to that arising under this Section 9 nothing contained in this Section 9 shall prevent the musician from laying claim to the same. The musician shall not be obliged to account to the Society for any such income to which he/she is entitled.
 - ii The Society shall make and maintain an accurate list of all the musicians who perform on each recording that is made under this Section 9 so as to assist collecting societies in identifying those musicians whose performances are on a particular recording.
 - iii The Society is authorised to disclose all necessary information about the members of the Orchestra to the relevant collecting societies so as to assist such collecting societies in identifying those who are entitled to receive payments from such collection societies.
- (i) Overdubbing**
Overdubbing is not deemed to be included under the terms of clause 9(a). Where it is established that overdubbing is absolutely necessary, in these instances, the Musician shall be credited with an additional session for each overdub, or a payment at the current appropriate MU rate.
- (j)** Recordings made under the terms of this Agreement will not be used to evaluate the abilities of individual musicians.

Travel & Subsistence In Northern Ireland

- 10 (a)** If the Musician is required to work outside a radius of 7 miles from the Ulster Hall, the Society shall either provide transportation, accommodation, subsistence and portorage or make payments in lieu of providing any or all of these as detailed below in Additional Payment Rates.
- (b)** The Musician will not be required to travel more than 250 miles by land on the day of a performance.
- (c)** Where the Orchestra leaves and returns to base on the same day and transport by coach is provided by the Society, travel times will be calculated as follows:
- i** By using agreed journey times (see Appendix Seventeen) allowing the coach to arrive $\frac{1}{2}$ hour before the scheduled rehearsal call or $\frac{3}{4}$ hour before a concert, except in the case of journeys of $1\frac{1}{2}$ hours or more, when the coach will arrive $1\frac{1}{4}$ hours before the concert to allow time for a meal.
 - ii** By adding $\frac{1}{4}$ hour for journeys of over two hours to allow for a convenience stop, and by adding one hour for a lunch or dinner stop where necessary.
 - iii** The return journey is calculated from $\frac{1}{2}$ hour after the scheduled end of the concert. Some return journeys are reduced by $\frac{1}{4}$ hr where travel at night reduces travelling time. The length of time for each journey is calculated from the back of the Ulster Hall. Travel hours are calculated by taking the number of hours from leaving the Ulster Hall to returning to the Ulster Hall minus the number of working hours scheduled that day. This clause will apply equally both to orchestral work, and to the activities listed in 5(a)iv.
 - iv** If a coach arrives later than $\frac{1}{4}$ hour before the beginning of a rehearsal, the start of the rehearsal shall be delayed to allow a break of $\frac{1}{4}$ hr between getting off the coach and starting work.
- (d)** There shall be a limit of 18 hours travel time in any week in which there is no overnight stay
- (e)** Where the Musician agrees to use his or her own private vehicle in connection with employment under this Agreement, the Musician must provide the Society with evidence that he/she has his/her vehicle insured for business use as a classical musician. If the Musician agrees to carry another employee in his or her own car or van on a business journey, he or she is entitled to an additional passenger payment. Mileage payments will be reimbursed to the Musician using his or her own vehicle at the rates detailed in Appendix Two.
- (f)** When the Musician is called to work outside a radius of 7 miles from the Ulster Hall, leaving base before 13.30 and returning before 18.00, or

leaving base after 13.30 and returning after 18.00 a single meal allowance is payable. Leaving base before 13.30 and returning after 18.00 the two meals allowance is payable. Meal allowance rates are detailed in Appendix Two.

- (g)** If the scheduled time of departure from the home base is before 08:30 the Musician shall be entitled to receive an early start allowance as shown below in Additional Payment Rates.
- (h)** If the scheduled time of return to the home base is between midnight and 02:00 the Musician shall be entitled to receive a late night return allowance as shown below in Additional Payment Rates. If the scheduled return time is after 02:00 then the Musician will be entitled to overnight accommodation.
- (i)** Hotel provision with bed and breakfast shall be in single rooms with private facilities in 3* or higher rating by the RAC/AA or other recognised national tourist associations. Any other arrangements will be subject to negotiated agreement.
- (j)** Where the Musician is required to travel outside of the 7 mile radius from the Ulster Hall to fulfil non orchestral (ie Learning and Community Engagement, small ensembles) work, then he/she will be credited with sessions to reflect the travel time. The Society will credit the Musician on a monthly basis, based on an aggregate of the Musician's travel time for that month, where 3 hours travel will equal 1 session.

Working outside Northern Ireland

- 11 (a)** Work, including tours, in the rest of the UK and in the Republic of Ireland will be treated at a special negotiated rate as an enhancement of expenses paid for work within Northern Ireland.
- (b)** The Society and the Musicians' Union shall agree in advance all substantive arrangements concerning schedule, itinerary, travel, health and travel insurance and accommodation for work outside the UK and the Republic of Ireland.
- (c)** The Society shall ensure that the Musician's position with regard to health insurance and other cover for death, disablement, personal effects, medical expenses and treatment arising during or as a result of any overseas or foreign tour is no less favourable than his/her position when in Northern Ireland. 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 which the Musician may have.
- (d)** There will be a maximum of 28 overnight stays per calendar year with a maximum of 21 consecutive overnight stays.

- (e) The Society will consider sympathetically any request by the Musician to be released without financial loss from his/her obligation to participate in an overseas tour by the Orchestra, on the grounds of conscience, domestic situation or personal health.

Holidays

- 12 (a)** The Musician shall have 90 free days per year plus extra days equal in number to the public holidays declared by the Government for the year in question. The allocation of these free days must fall within the following limits:
 - i. Free days must not normally be separated by more than 8 on-call days, within which there can be no more than 6 consecutive days involving performance or rehearsal. As exceptions to this, on not more than 3 occasions per year, there can be up to 8 consecutive days involving performance or rehearsal within not more than 10 on-call days. In these exceptional cases, 2 consecutive free days (taken from the total entitlement) must be scheduled immediately before or after the on-call period.
 - ii. At least 26 pairs of free days must be scheduled in a year with not more than 28 days between pairs.
 - iii. At least 6 free days must be scheduled in each period of 4 weeks; a week shall run from Monday to Sunday inclusive.
 - iv. A free day can normally only be scheduled from midnight to midnight. A scheduled return time after midnight will therefore preclude the following day being specified as free. On not more than 6 occasions in a year, however, a free day can follow a return time of up to 1.00 am provided that 36 hours then elapse from the return time to the time of the next call.
 - v. If the scheduled time of return to the home base is after midnight, the Musician shall not be required to attend an orchestral call on that day unless a period of 12 hours has elapsed between the scheduled return time and the time set for the designated orchestral call.
- (b)** A public holiday may be given on the publicly designated date or on a date nominated by the Society as a day in lieu of a public holiday. A pair of free days must be attached to a public holiday or to a day nominated by the Society as a public holiday.
- (c)** A public holiday or a day nominated as a public holiday shall be in addition to the 6 free days which must be provided in each 4 week period.
- (d)** A Public Holiday, or day nominated in lieu, will be credited as 2 sessions in the week in which it is scheduled.
- (e)** If a public holiday falls during a period of annual holiday, a day in lieu may be attached to the holiday period (either immediately preceding or following it) without any additional free days having to be added

- (f) The Musician will be entitled to 49 days paid holiday at full salary. At least 35 of the 49 days holiday shall normally be given consecutively. However a minimum of 28 days consecutive holiday with a further 7 consecutive days of holiday attached to a pair of free days will also be possible. This main holiday period will be notified by 1st October in the previous year. The remaining 14 days holiday will be given in two blocks of 7 days holiday each with notification at least 3 months in advance
- (g) The holiday year runs from 01 August to 31 July. All new members of staff will receive full holiday pay in the first year regardless of their date of joining. However, a claw-back will occur if the Musician terminates his/her employment within 5 years. The monetary holiday pay claw-back calculation will be on a pro-rata monthly basis as explained in Appendix Fifteen.
- (h) Where the Society wishes to divide the holiday, other than stated above, this is subject to the following restrictions:
 - i. that such a division shall only happen in exceptional circumstances;
 - ii. that it shall not take place in 2 consecutive years except where the Orchestra by a simple majority vote agrees otherwise;
 - iii. that a minimum of 28 days' holiday shall be given consecutively.
- (i) Except where the Orchestra otherwise agrees by a simple majority vote, the main annual holiday entitlement shall not be split into more than 2 separate periods.
- (j) Holidays or days in lieu may not be moved from one calendar year to another.

**Leave Of
Absence**

- 13 (a)** The Society will grant paid or unpaid leave of absence from work in a number of potential situations; examples of instances which may arise are shown below. All requests for leave of absence must be made in writing as far in advance as possible and addressed to Director of Operations.
- (b) **Leave of absence to attend auditions:** The Musician may request leave of absence to attend auditions; such permission shall not be unreasonably withheld. S/he will be paid during this period. If the period of absence conflicts with a session in the Musician's schedule, the Musician will be asked to arrange an alternative date. If a conflict of dates between the audition date and the Musician's schedule cannot be avoided, the Society will be responsible for the expenses incurred in employing a deputy, provided it is satisfied that all alternative dates have been exhausted.
- (c) **Leave of absence to attend trials:** If the Musician requests leave of absence to attend a trial with another Orchestra, s/he will not be paid

for the sessions of absence. The Society will be responsible for the expenses incurred in employing a deputy.

- (d) **Leave of absence for outside engagements:** If the Musician requests leave of absence to undertake an outside engagement in a period when s/he may be required by the Society, and if permission is granted by the Society, s/he will not be paid by the Society during the sessions of absence.
- (e) **“On-call”:** The Musician must remain available to be called for work by the Society up to 28 days in advance of each working week. Within the 28 day notice period in advance of each working week, the Society reserves the right to call upon the Musician’s services in exceptional circumstances, e.g. sickness cover.
- (f) **Bereavement and other compassionate leave:** Up to five days’ paid leave will be granted in the following circumstances:
 - i in the event of the death of a close member of the family;
 - ii in cases of urgent distress.Any other compassionate leave will be at the discretion of the Society.
- (g) **Illness in the family:** The Musician may be granted leave of absence, paid or unpaid at the discretion of the Society, in the event of illness in his/her family or household. The length of the absence required will vary according to the particular circumstances of the case.
- (h) **Annual Leave:** Requests for additional annual leave immediately before or after a holiday period will be considered but, if granted, will be unpaid.
- (i) **Special Leave:** The Musician who has completed one year’s service with the Society will be allowed five days’ paid leave on the occasion of his/her marriage.
- (j) Requests for leave of absence for other personal reasons (for example, moving house, family wedding or graduation) will be given sympathetic consideration by the Society and will be paid or unpaid at the Society’s discretion.

Statutory Leave

- 14** Arrangements for absence by reason of maternity, paternity, adoption or other areas which may be informed by statutory legislation shall be as set out in Appendices Ten and Eleven attached to this document. These may be varied by subsequent statutory legislation or by agreement between the Society and the MU (or their successor bodies).

Exclusivity

- 15** The Society has a duty of care towards its employees. Similarly, the Musician is expected to keep the interests of the Society at heart and not to accept or seek to procure any engagement which could be construed to conflict with the interests of the Society. Where a potential conflict of

interest may arise, the Musician should seek the Society's written permission to undertake the engagement concerned. If permission is declined and the Musician wishes to appeal against this decision, s/he should follow the Society's Grievance procedures

- Pensions** **16** The Society will provide access to pension provision which complies with current auto-enrolment legislation.
- Insurance** **17 (a)** The Society is insured, under the provisions of the Employers' Liability (Compulsory Insurance) Act 1969, against liability for personal injury and disease to the Musician which arises out of, or in the course of, his/her employment. The Musician is also insured for use of his/her car for business purposes but any responsibility for insurance against other risks, both to his/her person and his/her instrument, rests with the Musician, unless the Society decides to make additional provision, in which case appropriate notification will be given.
- (b)** The Society accepts no liability for any loss or damage caused to property arising out of its being on or about the Society's premises. The Society shall, throughout the course of any overseas tour, insure the player's clothing and suitcase up to an agreed limit.
- Health & Safety** **18 (a)** Whilst at work the Musician must take reasonable care for the health and safety of him/herself and others who may be affected by their work. S/he must always conform to any relevant health and safety regulations or orders.
- (b)** The Society operates a no-smoking policy on its premises.
- Indemnity** **19** The Musician affirms that at the time of entering into this agreement s/he is not prevented for any reason from entering into and fulfilling the terms of the agreement.
- Union Membership**
- 20 (a)** The Society recognises the Musicians' Union as the appropriate trade union with which this collective agreement is observed and the terms of which are renegotiated from time to time. The Society is therefore supportive if a Musician wishes to become a member of the MU.
- (b)** The Society will support the work of the Union Steward and elected members of the Orchestra players' Committee ("OPC") by releasing them from orchestral duties to carry out union business when necessary, on the understanding that the Steward and members of the OPC shall avoid

conducting union business in the Society's playing hours as far as possible.

- (c) The Society acknowledges the contribution of both MU Steward and the Players' Committee and will recognise some of the time spent undertaking these roles.

Termination Of Employment	21	The Musician shall be entitled to receive, and will be required to give, 3 months' notice of the intention to terminate his/her employment. Any such notice must be in writing. If notice of termination of employment is given by either party the Society will have the right to require the employee to stay away from the Society's places of business during the notice period. In such circumstances the Society shall not be under an obligation to provide any work to the Musician during any such period of notice but the Musician shall be entitled to all remuneration and any other benefit during this period.
Notice	22	Any notice which the Society may wish to give the Musician shall be considered to have been duly given if it is delivered in writing to the Musician personally or sent by recorded delivery to the Musician's address as last notified to the Society. Any notice which the Musician may wish to give the Society shall be considered to have been duly given if it is delivered in writing to the Society's office personally or sent by recorded delivery to the Managing Director of the Society.
Interpretation	23	There shall be an Interpretation Committee to oversee the operation of this contract consisting of two nominated representatives each of the Union(s) and the Board, and an independent Chair agreed by both parties, to which any matter shall be referred if it remains unresolved when all stages of the normal procedure have been exhausted.
Voting Procedure	24	Matters within this Agreement which require a majority decision of the Orchestra shall be decided by a simple majority vote of those involved.



SALARY STRUCTURE

Salaries for members of the Ulster Orchestra for the year commencing 1st April 2021 are paid at the following levels per annum

1 Salary Rates

Tutti	£ 30,450
Sub-principal	£ 32,178
Principal	£ 33,233
Section Leader	£ 40,163

2 Playing Overtime

	<u>Unscheduled (per 1/4 hour)</u>	<u>Scheduled (per hour)</u>
Tutti	£ 8.78	£ 35.13
Sub-principal	£ 9.28	£ 37.12
Principal	£ 9.58	£ 38.34
Section Leader	£ 11.58	£ 46.34

3 Travel Overtime

Paid as a flat rate of:	<u>Unscheduled (per 1/4 hour)</u>	<u>Scheduled (per hour)</u>
	£ 4.00	£ 20.00

1. Travel & Subsistence Payments in Northern Ireland (see Section 10)

(a) Use of private vehicle - clause 10 (e)

HMRC approved rates per mile:

	First 10,000 miles	Above 10,000 miles
Cars and vans	45p	25p
Passenger Payment	5p	5p

(b) Use of Public Transport and taxis - clause 10(a)

Where the Society does not provide transport to work outside a radius of 7 miles from the Ulster Hall, and the Musician does not agree to use his/her own private vehicle or travel in another Musician's vehicle, the Society will reimburse the costs of travel on public transport or by taxi wholly and necessarily incurred by the Musician in undertaking the work. The type and cost of transport to be used must be agreed and costs incurred will be paid only subject to prior agreement between the Musician and the Society.

(c) Meal Allowances clause 10(f)

Single meal allowance	£16.16
Two meals allowance	£23.23

(d) Early Start clause 10(g)

Leaving home base before 08:30	£4.98 per half hour or part
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(e) Late Return clause 10(h)

00:00 – 00:29	£5.01
00:30 – 00:59	£10.03
01:00 – 02:00	£15.04

(f) Overnight clause 10(a) & (h)

Where accommodation is not provided by the Society or the return to home base is after 02:00:
£65.00

2. Sitting Up

Sitting-up payments (per session) – paid as differentials on a case-by-case basis

	Sub-Principal	Principal	Section Leader
Tutti	£ 4.40	£ 6.51	£ 22.70
Sub-Principal	n/a	£ 2.47	£ 18.66
Principal	n/a	n/a	£ 16.19

3. Doubling

One rehearsal	£5.93
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Two rehearsals/concert £10.09

4. UO Long Service Award

One payment of £500 upon 20 years' service

One payment of £1,000 upon 40 years' service