

## AN AGREEMENT BETWEEN THE MUSICIANS' UNION AND THE ROYAL NATIONAL THEATRE FOR THE ENGAGEMENT OF MUSICIANS - effective from 1 April 2021 to 31 March 2022

The National Theatre recognises the Musicians' Union as the sole representative organisation for negotiating terms and conditions of employment for musicians, and strongly recommends that every musician and music director become and/or remain a member of the Musicians' Union throughout the period of this engagement

### LIVE PERFORMANCE

<b>A. 1</b>	<b>ROOT BASIC REHEARSAL</b> session rate (3 hours)	<b>£74.74</b>
<b>A. 2</b>	<b>REHEARSAL on stage or in pit:</b> (not including holiday pay – see J below)	
	(a) One or two instruments (Root basic rehearsal + 15%)	<b>£85.95</b>
	Three instruments (Root basic rehearsal + 30%)	<b>£97.16</b>
	Four instruments (on application to the Union) (Root basic rehearsal + 45%)	<b>£108.37</b>
	Five instruments (on application to the Union) (Root basic rehearsal + 60%)	<b>£119.58</b>
	(b) Overtime 1/12 individual rehearsal session fee per quarter-hour, up to a maximum of one hour. A new session after 1 hour.	
	(c) Extras payable for Rehearsals:	
	(1) Rehearsals in costume (10% of Root basic rehearsal rate)	<b>£7.47</b>
	(2) Where presence is required half-an hour before rehearsal: see 2 (d)(2) (1/6 of Root basic rehearsal rate)	<b>£12.46</b>
	(d) Music Director's Basic Rehearsal Session Rate (Root basic rehearsal rate + 50%) (payable for rehearsing with a band of three or more musicians)	<b>£112.11</b>
<b>B. 1</b>	<b>ROOT BASIC PERFORMANCE</b> session rate (3 hours)	<b>£93.65</b>
<b>B. 2</b>	<b>PERFORMANCE or DRESS REHEARSAL on stage or in pit</b> (including costume, memorising, and acting*but not including holiday pay – see J below) *Acting - where the musician is required to do more than appear on stage in his role as a playing musician, but is required to speak, react or move as a character (precluding simple exits and entrances)	
	(a) One or two instruments (Root basic performance + 15%)	<b>£107.70</b>
	Three instruments (Root basic performance + 30%)	<b>£121.75</b>
	Four instruments (on application to the Union) (Root basic performance + 45%)	<b>£135.79</b>
	Five instruments (on application to the Union) (Root basic performance + 60%)	<b>£149.84</b>
	(b) Overtime 1/12 individual performance session fee per quarter-hour for the first hour, 1/6 per quarter-hour thereafter.	
	(c) Extras payable for Performances and Dress Rehearsals:	
	(1) Where the musician is required to be present at the 'Half' for one or more of the following reasons: complicated make-up (i.e. other than basic 'face-and-hands'); complicated costume and the fitting of radio-microphones (1/6 Root basic performance rate)	<b>£15.61</b>
	(2) For being the sole musician in the production (1/5 of Root basic performance rate, added to Performance rate [B.1])	<b>£18.73</b>
	(d) Music Director's Root Basic Performance Session - Payable for performing with a band of three or more musicians. (Music Director's basic rehearsal session Rate plus the difference between the Root basic performance and Root basic rehearsal rates)	<b>£131.02</b>
	For an MD playing 1 or 2 instruments (B 2 (a) + difference between MD root basic and root basic performance (ie £107.70 + £37.37)	<b>£145.07</b>
	For an MD playing 3 instruments (£121.75 + £37.37)	<b>£159.12</b>
<b>B. 3</b>	<b>EARLY CALL</b> (up to one hour before performance time) (1 hour's overtime on Root basic Performance rate)	<b>£31.22</b>
<b>C.</b>	<b>IN REPERTOIRE UPLIFT</b> Following the Press Night performance, if a production continues for more than eight performances the musician's performance fee will be uplifted as detailed for the remaining performances. If a production leaves the repertoire having played less than eight continuous performances after the Press Night performance the uplift would be applied from the beginning of the next tranche of performances until the end of the engagement. The uplift is applicable to all productions that open after 1 <sup>st</sup> April 2021.	

One or two instruments (Increased from £107.70)	<b>£121.75</b>
Three instruments (Increased from £121.75)	<b>£135.79</b>
Four instruments (Increased from £135.79)	<b>£149.84</b>

For Performances that include onstage appearances/ cast integration – 80% attendance across the performance run to receive the accrued uplift payment at the end of the engagement.

For Performances played in a pit area only – 70% attendance across the performance run to receive the accrued uplift payment at the end of the engagement.

**D. COSTUME FITTING or HEARING ASSESSMENT**

(a) In rehearsal time	<b>Nil</b>
(b) If immediately before or after a rehearsal per quarter-hour, up to maximum of 1 hour	<b>£6.23</b>
(c) At any other time, at musician's convenience (1/3 Root basic rehearsal session rate)	<b>£24.91</b>

**E. PORTERAGE** As per the prevailing MU / BPI Agreement.

**F. SUNDAY PERFORMANCES**

Weekday performance rate plus an additional minimum payment **£80.45**

If this payment represents less than 66% of the ordinary weekday performance fee (as for instance in the case of an MD quadrupling) the payment will be adjusted accordingly.

This fee is subject to holiday pay – see J below.

**G. STATUTORY HOLIDAYS and FROM MIDNIGHT to 8AM** **Double the appropriate session rate**

**H. ABSENCE FROM REHEARSAL OR PERFORMANCE** All absences from rehearsal or performance must be advised to National Theatre Music Department in advance of being taken. Absence due to sickness must be certificated in all cases. The musician is required to provide a completed self-certificate for absences of no more than 7 days. Longer periods of absence must always be certificated by a medical practitioner. Except in exceptional circumstances, certificates should be supplied to management within 4 days of the absence starting. Providing the musician adheres to the certification requirements above, they may be eligible for sickness absence pay as follows:

- During rehearsal periods, no payment will be due.
- During performance periods, the musician will be entitled to a payment equivalent to their contractual rehearsal fee per missed call for four performance weeks providing the production they are engaged to play on is scheduled for performances. Payment will not be made for periods when the show is out of the repertoire or after the contract end date.
- In the case of sickness absence lasting longer than four continuous weeks, the National Theatre reserves the right to review the musician's health to assess the likelihood of them being able to perform within a reasonable timescale. No decision will be taken to terminate the engagement due to sickness absence without a formal meeting to consider the musician's views and any medical evidence. Should the National Theatre subsequently decide to terminate the engagement, the musician will be paid in lieu of notice. If the National Theatre concludes that a return is imminent and the production has returned to the repertoire, they will process any sickness absence payment until the musician's return and up to a maximum of two further weeks. Any further absence will be unpaid and a further health review will be undertaken.

**I. EDUCATION WORK** Musicians may be asked to take part in the National Theatre's Learning programme during their engagement. This programme ranges from workshops and discussions to various types of courses. Subject to the musician's availability, this will be paid as a Root Basic Performance rate (i.e. up to three hours with a fifteen minute break).

**J. HOLIDAY PAY** During each National Theatre Financial year (1st April to 31st March), all Musicians are entitled to 5.6 week's paid annual holiday, capped at 28 days including Bank/Public holidays. A week of holiday is equivalent to the Musician's normal working week. Entitlement for part-years and part-weeks will be calculated pro rata and calculations resulting in fractions of a day will be rounded up to the nearest half-day. Payment for annual leave will be made at the point holiday is taken and each week/day of holiday will be paid as an average of the previous 12 working weeks weekly/daily earnings. Payment in lieu will be made for any untaken annual leave due at termination of employment. Additionally, at termination, payments already made will be reviewed and an additional payment will be made if the weekly/daily average pay over the duration of the whole contract exceeds the value of average payment previously made. Holiday pay shall not be due on subsistence payments or on the fee payments detailed in Clauses E, P, Q(b) and R(b) as these are under separate agreements.

The National Theatre will amend this clause as required by changes to UK Employment legislation (52 weeks) effective 6 April 2020.

- K. PENSION SCHEME** As per the MU / NT Pension scheme (Musician 4.5% / NT 4.5%)
- L. DEPUTIES** All parties recognise the usefulness of a well-managed deputies procedure. Rules for deputising must be reasonable and developed between all parties (including the MU where necessary). Depending on music and production requirements, once a production has settled there could be flexibility on the number of deputies within a band and the percentage of shows that are “depped” out. The National Theatre will endeavour to accommodate sit ins from as early as the dress rehearsal and preview periods. Sit ins cannot take place on Press Night and may be affected where onstage appearances take place and require prior rehearsal. The National Theatre is only obliged to pay a sit in fee to the first and principal deputy only. However, they may pay for an additional sit in at their discretion.
- M. ELECTRONIC INSTRUMENTS** Instruments and devices incorporating pre-recorded sounds or providing sounds by electronic means can be used provided they do not replace or reduce the employment of conventional instrumentalists on engagements carried out under this agreement where conventional instrumentalists may reasonably be expected to be used

## TOURING AND TRANSFERS

- N. WEST END TRANSFERS AND TOURING.** Musicians will be contracted by National Theatre Productions under the prevailing MU / SOLT Agreement for the West End or per the National Theatre Touring/ MU Agreement for touring. Whilst under no obligation to undertake a transfer or tour, the musicians engaged for the production at the National Theatre will generally be given first refusal.

## RECORDED MUSIC

- O. RECORDING SESSIONS** Where practicable, the National Theatre agrees that all recording will take place in the UK. Recording session fees will be paid as per the prevailing MU / BPI Agreement. Recording usage fees (also known as repeat fees or live backing track fees) will be paid per performance at the following rates -  
Up to 4 minutes - free  
4 to 10 minutes - £7.50 per player  
10 to 20 minutes - £30 per player for up to 10 musicians / £22.50 per player for 11-20 musicians / £15 per player for 21-30 musicians / £10 per player for 31+ musicians  
More than 20 minutes - to be negotiated
- P. NTLIVE** As per Appendix E ‘18.a 30+ players (per hour)’ of the prevailing MU / PACT Agreement. (Combined Use Fee)
- Q. ARCHIVE RECORDINGS**  
(a) The National Theatre has the right to make or cause to be made recordings of the production ("Archive Recordings") for the purposes of the National Theatre Archive, the educational purposes agreed under Clause R, or for work preparatory to Access (including but not limited to signed, captioned or audio-described) performances. It is expressly understood that at no time shall the Theatre use or permit the use of such recordings to be played in public or sold other than for the educational purposes agreed in Clause R, nor should they be used other than for library or Archive purposes or preparation for Access (including but not limited to signed, captioned or audio-described). It is agreed that the Musicians' Union will be supplied with the names of all musicians playing for such recorded performance.  
(b) Should the National decide to commercially exploit these recordings of the production in the future, the National will pay an additional Combined Use Fee equivalent to the current rate applicable in Clause P.
- R. EDUCATIONAL RECORDINGS**  
(a) The National Theatre is entitled to incorporate the Musician's performance in the Archive Recordings and make the Archive Recordings available to schools, libraries (including public libraries), colleges, universities, providers of online learning programmes and digital textbooks and other academic institutions worldwide, either itself or through third party platforms for payment or for free.  
(b) Should the National use the Archive Recordings in the manner set out above, the National will pay an additional fee of £300.

**S. PROMOTIONAL & DIGITAL CONTENT**

**External Use**

**For NT Live Trailers (All Worldwide use)** The National Theatre may contract a musician for a standalone filming call of up to three hours duration, paid at the 3 hour performance rate, for which a maximum of 10 minutes, completed, edited content can be captured for the express purpose of promoting, publicising and advertising the National Theatre Live broadcast and production only. If filming takes place at an already scheduled call a double performance fee shall be paid.

**Internal Use**

**NT Media Trailers** Where there is no standalone filming call the National Theatre shall pay a 1 Hour Short Item fee (as per Clause 17a.ii MU/ PACT agreement) in addition to the applicable performance rate for which a maximum of 90 seconds completed, edited music content can be captured for the express purpose of promoting, publicising and advertising the National Theatre production only.

**Learning Department & NT Live Documentaries (NT You Tube channel or during an NT Live Interval Broadcast)**

The National Theatre shall pay a 2 Hour Short Item Fee (as per Clause 17a.i MU/PACT agreement) for which an aggregate of 10 minutes completed, edited music content can be captured for documentary usage only.

**Rehearsal Footage** Where there is no standalone filming call the National Theatre may capture a maximum of 90 seconds completed, edited music content for the express purposes of promoting, publicising and advertising the National Theatre production only without additional payment.

**OTHER**

**T. MUSIC IN NATIONAL THEATRE PUBLIC SPACES**

Minimum for performance lasting no longer than 90 minutes

**£92.88**

Car Parking for up to 2 cars is provided.

**Essential Transport Supplement:** When the use of a car is essential for the transporting of instrument(s) for an engagement in the any public space of the National Theatre, a supplement, equivalent to the current TfL charge, will be paid per car (but not on weekends, Bank Holidays or after 18.00 on a weekday)

**U. FRONT OF HOUSE POP UP MUSIC**

Where 'flashmob' music is required Front of House, musicians already engaged for a National Theatre performance may, subject to their availability, be called to perform for up to 30 minutes, one hour and 30 minutes before their scheduled curtain up time. This will be paid at the Early Call rate (B.3) + 50% **£46.83**

'Flashmob' music may be filmed for NT promotional purposes as per Clause 17(a)(i) of the prevailing MU/PACT Agreement (Short Item fee of **£106.75** for 10 minutes of edited audio visual content).