

NORTH MUSIC TRUST

(North Music Trust is registered in England as a company limited by guarantee, number 4044936 and as a charity number 1087445)

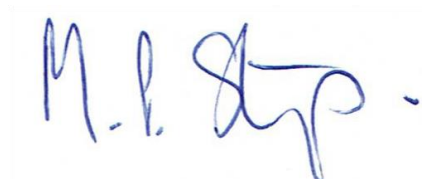
STANDARD CONTRACT

ROYAL NORTHERN SINFONIA

It is agreed between North Music Trust (“the Trust”) and the Musicians’ Union that the attached standard contract represents the minimum terms and conditions agreed collectively between the Trust and the Musicians’ Union for salaries and conditions for Musicians working in the Royal Northern Sinfonia (“the Orchestra”). The terms and conditions of this agreement will come into operation on 1st April 2023 and will continue in force until altered or terminated by agreement in writing between the Trust and the Musicians’ Union in accordance with clause 19 of the attached standard contract.

Signed:

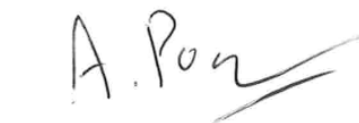
On behalf of Musicians’ Union:



Date: 4th July 2023

Morris Stemp
Orchestras Official

On behalf of North Music Trust:



Date: 4th July 2023

Abigail Pogson
Managing Director



Date: 4th July 2023

James Thomas
Director, RNS & Classical Programme

1. PLACE OF WORK

The Orchestra's home base is currently:
Sage Gateshead
St Mary's Square
Gateshead Quays
Gateshead
NE8 2JR

2. DUTIES AND RESPONSIBILITIES

2.1 The Musician shall undertake:

- Performances and rehearsals at such times and places as required
- Media Work (as detailed in clause 8)
- Chamber Music (as detailed in Appendix Four)
- Other additional engagements as agreed between the Trust and the MU

2.2 The Musician shall undertake, subject to their suitability to undertake such work:

- Creative Learning Work to include:
 - Chamber music (not formal recitals)
 - Demonstration of instrument
 - Talking to the audience
 - Planning and evaluation meetings (subject to a maximum of 4 hours per 4 week period)
- Informal recitals
- Young Musicians' Programme

2.3 The musician may be asked to undertake, subject to the consent of the musician (such consent shall not be unreasonably withheld):

- Solo Repertoire / Formal recitals
- Coaching of individuals and ensembles
- Master-classes

2.4 The Musician will be required to appear at all engagements attired in a manner appropriate to the engagement.

2.5 The Musician may be required to attend a dedicated press call or photo session called by the Trust within scheduled hours.

2.6 The Musician will be required to attend staff meetings and training sessions as scheduled; these will be incorporated into the Schedule at the usual four weeks' notice. Staff meetings and training sessions will be scheduled as playing hours and every endeavour will be made to ensure that these are incorporated into, or attached to, a rehearsal session.

2.7 Violinists may be transferred from either violin section to the other on a temporary basis in order to maintain the required balance between the first and second violin sections.

2.8 Musicians may be required to play section leader or principal parts in their respective instrumental group from time to time and may be asked to play obbligati or continuo. This will be subject to the suitability of the Musician undertake such stepping up, the artistic needs of the Company and the views of the Music Director and Section Leader.

2.9 The Leader and Section Leaders will be expected to attend any meeting called to discuss bowing or general technique. They will also be responsible for ensuring that the parts within their section are correctly marked by the Orchestral Librarian.

2.10 Section Leaders will be expected to attend meetings from time to time with Management and/or Music Director, as well as sit on audition panels for instruments. Panel make-up will vary with each recruitment campaign and not each Section Leader will have to sit on every panel. The Leader of the orchestra will be on panels for Section Leader appointments.

3. SALARY

3.1 The Orchestra's salary scales will be as set out in Appendix One attached to this document and which may be varied from time to time by agreement between the Trust and the Musicians' Union.

3.2 Musicians joining the Orchestra will normally be placed at the base of the incremental scale applicable to the position held. An incremental point will be added on the anniversary of appointment in the second, fourth and fifth years of service until a maximum of three incremental points are achieved.

3.3 In addition to incremental increases, each April, North Music Trust reviews the salaries of its entire staff in relation to cost of living. Any resulting increase awarded will be notified in writing.

3.4 Salary will be paid monthly after deduction where appropriate of income tax, national insurance contributions and any other authorised deduction. Payment is normally made on the 22nd of the month by credit transfer to nominated bank accounts. Musicians will be provided with a payslip when salary is paid and this will show how pay has been calculated.

4. HOURS OF WORK

4.1 The Royal Northern Sinfonia's working year will be calculated from the first Monday in October, the week being from Monday through to Sunday. For purposes of calculating overtime the year will be divided into 13 four week periods starting on the first Monday in October. All calculations for overtime shall be made on this basis. October 1st shall be the anniversary date for calculation of holiday entitlement.

4.2 The Musician will be required to be in his or her place before the time fixed for the rehearsal or performance in sufficient time to begin playing at the start of the session. No absence for any part of a rehearsal or performance will be allowed without the prior consent of the Trust.

4.3 Rehearsal periods will be of pre-determined duration and performance duration shall be estimated on the schedule.

4.4 The Trust shall normally be entitled to call upon the Musician for a 4 week working period (see 4.1) of a basic 156 on call hours of which no more than 96 shall be for performance or rehearsal subject to the conditions laid out in section 4.13. As an exception to this, when scheduled hours involving performance or rehearsal exceed 96 in a 4 week period, the hours may be increased to 100 without incurring overtime payment, provided that one or other of the adjacent four week periods be combined with it to create an eight week period of no more than 192 hours. In any two consecutive 4 week periods scheduled hours will not exceed 196 hours in aggregate and in any three consecutive four week periods scheduled hours will not exceed 288 hours in aggregate. Scheduled working hours will be calculated in minimum units of 15 minutes.

4.5 On-call hours shall be calculated:

(a) within the borough boundaries of Newcastle/Gateshead/N & S Tyneside/Tyne and Wear, or 'moving base' (see c.) by totalling the duration of rehearsals and performances.

(b) outside the borough boundaries of Newcastle/Gateshead/N & S Tyneside/Tyne and Wear (or moving base) from the time of first call - departure of bus or train - until the agreed time of return to Home Base. This will be established by agreement of standard journey times to venues regularly visited by the Orchestra (see Appendix 3). Any journey time may be reassessed in the light of changing circumstances.

(c) 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.

4.6 When a concert with a duration in excess of one and a half hours is given without an interval, 20 minutes will be added to the performance time for the calculation of hours.

4.7 Rehearsal and performance sessions will not be longer than 3 hours except for the following which may be up to 3½ hours duration:

- dress or technical rehearsals for opera, ballet and music theatre
- performances of single long works (eg St Matthew Passion, Messiah)

4.8 For rehearsals of 1.5 hours or less duration no break is required. During all rehearsals in excess of 1.5 hours duration, a break shall be called around the midpoint of the rehearsal. Players will not normally be expected to play for more than 1.75 hours without a break. For rehearsals in excess of 1.5 hours but not exceeding 2 hours a 10-minute break will be given. For rehearsals exceeding 2 hours a 15-minute break will be given. Rehearsals outside the home base which precede concerts will normally only contain repertoire for that concert except in exceptional circumstances and after discussion with the orchestra, whose approval will not be unreasonably withheld.

4.9 No session may be counted as less than one and a half hours except a rehearsal on the day of a concert, education engagements or children's concerts, which may be counted as not less than one hour. A session may incorporate more than one element provided that the overall length of the session does not exceed three hours and breaks between elements are not less than 30 minutes. In the case of Creative Learning concerts, breaks between elements can be reduced to less than 30 minutes by agreement.

4.10 The Musician may be called for more than one session in a day provided that the scheduled total playing time does not exceed 6 hours.

4.11 The interval between two working sessions will not normally be less than one hour. The interval between the end of rehearsal and concert shall normally be one and a half hours, except for concerts with a maximum duration of one and a half hours or less, when the interval will not normally be less than one hour. Should the Trust schedule a longer interval away from the home base the additional hours will count as on-call hours.

4.12 The maximum number of sessions in any 6 consecutive working days will normally be 14 but on no more than five occasions a year the Musician may be required to take part in rehearsal or performance in a maximum of 16 sessions on 8 consecutive days.

4.13 If the scheduled time of return to the home base is after midnight the Musician will not be required to attend an orchestral call on that day unless a period of 12 hours has elapsed. If the day is designated a free day 36 hours must elapse from the time of return before the next orchestral call.

4.14 The Musician will be required to work a reasonable amount of overtime subject to the following conditions:

(a) Scheduled on call hours in excess of 60 in one week or playing hours in excess of 32 in one week will need to be agreed by the Orchestra.

(b) Overtime payments will be made on rehearsals if they continue beyond the scheduled times, regardless of the number of hours worked in a week.

(c) Overtime payments will be made if rehearsal or performance exceeds:

- 3 hours in any one session (except for dress or technical rehearsals for opera, ballet and music theatre or performances of single long works which may be up to 3½ hours in duration)
- 6 hours in a day
- 100 hours in a 4 week period.
- 196 hours in two consecutive 4 week periods
- 288 hours in any three consecutive 4 week periods

(d) 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 - and for the purposes of calculating overtime this calculation will be made in quarter hour units. If the performance finishes 5 minutes or less after the estimated finishing time no overtime is incurred. If the performance finishes more than 5 minutes but less than 15 minutes after the scheduled finishing time, one quarter hour is incurred. After this one quarter hour unit is incurred for every 15 minutes or part thereof except for a maximum of 5 times per year when unplanned overtime of up to 20 minutes on performances can be allowed without incurring additional payment. This overrun should be due to unforeseen circumstances as opposed to being planned due to length of the music in the concert. Accumulated units are added to the scheduled times and if the effect is to exceed the overtime thresholds then overtime payments are made as follows:

(i) Performance and rehearsal time over 100 hours per 4 week period or 196 hours in two consecutive 4 week periods will be calculated in quarter-hour units and paid at one 25th of weekly salary per hour or part of an hour.

(ii) Performance and rehearsal time over 6 hours per day, 32 hours per week or 288 hours in any three consecutive 4 week periods will be calculated in quarter-hour units and paid at the rate of one and a half times one 25th of weekly salary per hour or part of an hour.

(iii) Dress or technical rehearsals for opera, ballet and music theatre and performances of single long works may be up to 3.5 hours in duration without attracting overtime unless the thresholds specified in sub-clauses (i) and (ii) above are exceeded. Where these sessions exceed 3½ hours, overtime shall be paid at double time per quarter hour or part thereof.

(iv) Except as specified in sub-clause (iii) above, if a performance or rehearsal lasts longer than 3 hours or if a rehearsal should last longer than its scheduled time, overtime will be paid at one and a half times one 25th of weekly salary for each hour or part of an hour. Overtime not exceeding 15 minutes on a final rehearsal will be paid as one quarter hour at double time regardless of hours in the day or week.

(v) If the total on-call hours in a 4 week period exceed 156, overtime will be paid either on performance or rehearsal (as described above) or, if the excess is not due to performance or rehearsal, at a rate of one 40th of weekly salary per hour or part of an hour.

(vi) On-call hours exceeding 60 per week will be calculated in quarter-hour units and paid at one 25th of weekly salary per hour or part of an hour.

(vii) Overtime paid under one heading will not be paid under another.

4.15 Where the Musician is on standby due to a reduced orchestra size s/he may be called to cover the unforeseen absence of another player in the same section up to 36 hours before the first scheduled session for a project. The Musician will not be bound to perform in the project after this deadline has elapsed but where s/he is able and agrees to attend s/he will receive an overtime payment at a rate of one 25th of weekly salary per hour or part of an hour.

4.16 The musician may be allocated Project Creation Hours for meetings or individual preparation related to the development of projects. Such hours may be used to discuss repertoire, future creative projects, the organisation of projects or individual research and musical or other preparation related to special projects or similar.

Project Creation Hours will be subject to a maximum of 10 hours per period up to a maximum of 20 hours per year. These hours will be on-call hours except for when the hours include actual playing, at which point they will count as playing hours. The distinction between the two can be agreed between the player and the Planning Manager retrospectively.

The musician shall only be asked to undertake the responsibilities outlined in this clause for a specific project, and taking into consideration individual aptitude, confidence and interests. Project Creation hours may be requested by the musician or a member of the management team. These activities are subject to the consent of the musicians; such consent shall not be unreasonably withheld.

4.17 Meetings of up to 60 minutes which involve the orchestra or groups of members in discussion or decision making can be scheduled as on call hours rather than playing hours. These meetings will be attached to rehearsal days wherever possible, but will not count towards the 6 hours playing time allowed on these days.

5. FOREIGN TOURING

5.1 Work outside the United Kingdom (“foreign touring”) shall be deemed to form part of the Musicians’ normal duties (as defined in clause 2.1 above). In exceptional circumstances, as agreed by the Trust, a request for the Musician to be released from his/her obligation to participate in an engagement by the Orchestra outside of the United Kingdom without the Musician suffering a deduction in salary will not be unreasonably refused.

5.2 A working party consisting of two 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.

5.3 At least six weeks prior to the commencement of a foreign tour, the Trust and the members of the Orchestra shall agree 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. The Musicians' Union shall be consulted on the terms of each foreign tour at the time of agreement.

5.4 The Trust may require the Musician not to participate in a foreign tour without the musician suffering any deduction in salary.

5.5 The Trust 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 Trust 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 Trust of any pre-existing or recently diagnosed medical condition that could affect his/her ability to undertake the tour.

5.6 Prior to the commencement of any foreign tour, the Musician shall ensure that he/she is in possession of a valid passport and, where applicable, a valid UK Global Health Insurance Card.

5.7 The Trust 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).

5.8 On the Orchestra's standard schedule the Trust shall specify the number of hours of work which are allocated for the whole tour within each four-week period of work. During a tour abroad the schedule may be amended at less notice than that prescribed in Clause 6. On-call hours on tours abroad shall only be time spent in rehearsal, performance and travel and shall exclude all meal breaks. 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.

5.9 Payments in respect of early calls and late returns shall only be incurred where these occur within the UK.

6. THE SCHEDULE

6.1 The Musician will be supplied with a detailed schedule at least four weeks in advance of events. The Musician will not be bound to perform engagements not included in the schedule, save in two exceptional circumstances:

(i) Where the Trust receives an offer of paid engagement (eg. a recording) at less than four weeks' notice;

(ii) Where a conductor or soloist is indisposed, in which case the Trust may re-schedule repertoire or rehearsals to accommodate his or her replacement.

In the event of the Musician performing any other repertoire or engagement not included in the schedule, s/he will receive overtime rates.

6.2 Playing hours cancelled by the Trust with 24 hours' notice or more shall be counted as on-call hours.

6.3 Rehearsal orders indicated on the orchestral notice board are for the convenience of the Musicians concerned and may be changed within the allocation of scheduled hours without the payment of overtime.

7. EXTRA PAYMENTS

7.1 Musicians who are temporarily transferred for more than 30 days per year or for any continuous period exceeding 2 consecutive weeks that include a minimum of 7 days of work from their normal position in the Orchestra to a position rated for higher pay, will receive for the appropriate number of hours in excess of these limits the rate applicable to the position to which they are transferred.

7.2 Musicians who undertake the following within contracted hours will be paid an uplift, equivalent to £12.50 hourly rate per hour or part thereof:

- Coaching of individuals and ensembles
- Master-classes

7.3 In Period 1 of each orchestral year, each player will receive £200 as a clothing allowance. This allowance will be paid as a one-off payment through the payroll system and will be subject to tax and NI deductions in line with the base salary. This payment will cover any and all dress codes which the players are required to adhere to over the course of each orchestral year.

8. FREE DAYS, HOLIDAYS AND HOLIDAY PAY

8.1 The Musician shall be allowed 94 free days per annum - plus extra days equal in number to the public holidays declared by the Government for the year in question the allocation of which will fall within the following limits:-

8.2 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 five 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, 3 consecutive free days (taken from the total entitlement) must be scheduled immediately before or after the on-call period.

8.3 At least 26 Pairs of free days must be scheduled in a year with not more than 28 days between pairs. Pairs of free days attached to days in lieu of public holidays are included in the 26.

8.4 At least 6 free days must be scheduled in each period of 4 weeks.

8.5 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 per annum, however, a free day can follow a return time of up to 1.00 am provided that 36 hours elapse from the return time to the time of the next call. In addition the day following a Kendal concert may be called a free day.

8.6 Christmas Day and Boxing Day shall always be non-working days. Public holidays may be given on the publicly designated date or on a date designated by the Trust as a day in lieu of a public holiday.

8.7 Public Holidays in lieu shall be given in conjunction with not less than 2 consecutive free days except that not more than 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.

8.8 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 week period.

8.9 In any 4 week period in which either a public holiday or a day in lieu of a public holiday is given the playing hours and on-call hours covered by the basic salary shall be reduced by 5 hours and 8 hours respectively for each such day.

8.10 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 immediately following it) without any additional free days having to be added.

8.11 The Musician on completing 12 months consecutive service with the Royal Northern Sinfonia will be entitled to 35 days paid holiday at full salary. During the first year of service the musician will be entitled to three days paid holiday for each completed calendar month of service.

8.12 Not less than 6 months' notice shall be given for all holiday periods, apart from the holiday period which falls during the school summer holidays, for which 7 months' notice will be given. At least 21 of the 35 days holiday shall be given consecutively, 14 of which will be scheduled during the school summer holidays. The minimum holiday period shall be 6 days, to which 2 free days will be attached. Any holiday period of 7 days or more will not require free days to be attached.

8.13 With effect from the start of the working year (as defined in clause 4.1), the Musician may take unpaid authorised absence of up to 5 days a year (Own Choice Days). A Musician who wants time off must apply in writing to the Orchestra Manager. Absence will be at the Administration's discretion. Permission for time off will not be unreasonably withheld. When time off is granted the Musician will have pay deducted at the rate of 1/225th of annual salary for each day not worked. During such absence the Trust may engage at its own expense a deputy in the Musician's place.

8.14 NMT will support the work of the Musician's Union Steward and the Chair of the Player Committee by granting 3 days each per orchestral year as time off in lieu (TOIL), to be taken retrospectively and in agreement with the Head of Orchestra. No deduction from salary will be incurred for this.

The Head of Orchestra will work pro-actively with the Union Steward and the Committee Chair to schedule TOIL in such a way as to minimise the impact on the orchestra's playing activities, whilst also being sympathetic to requests as they are made.

Appropriate notice must be given so that if required a player can be fixed to cover the playing duties of the Steward or Committee Chair. TOIL can not be rolled over into the next Orchestral Year.

This TOIL is in addition to the statutory right for elected officials of trade unions recognised by NMT to be entitled to reasonable time off to undertake their duties.

9. TRAVEL AND ACCOMMODATION

9.1 In the event of the Musician being required to play or rehearse outside the boroughs of Newcastle/Gateshead/N & S Tyneside/Tyne and Wear (or moving base) the Trust shall either provide transport for Musicians and instruments or pay the appropriate second-class rail fare and the actual cost of portorage for any heavy instrument involved.

(i) For concerts at The Fire Station in Sunderland, NMT will provide a coach to transport the musicians from Home Base

9.2 Unless return travel to the home base can be achieved by 2:00am, the Trust shall normally provide overnight accommodation. Where the Trust does not provide accommodation, or where the Musician gives at least 28 days' notice that he/she does not require accommodation to be provided, an overnight allowance as set out in Appendix 3 shall be payable in accordance with the terms specified on the company intranet

In the event that onward travel from the moving base commences after a hotel check-out deadline, the intervening period shall be deemed on-call hours.

9.3 Payments shall be made for return to the home base or moving base between 12 midnight and 2.00am, and for leaving the base before 8.30am, and these are set out in Appendix Three.

9.4 If the Orchestra leaves and returns to base on the same day transport will normally be provided by the Trust by coach. Travel times will be calculated as follows:

(a) By using the agreed journey times (set out in Appendix Three) allowing the coach to arrive one half hour before the scheduled rehearsal call or one hour before a concert.

(b) By adding one quarter hour for journeys over 2 hours and one hour for a lunch or supper stop.

9.5 There will always be a 15 minute break between the time of arrival of the coach and the commencement of the rehearsal.

9.6 Failing or pending agreement on existing or new journey times, agreed timings will 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 factors.

9.7 The Trust cannot require the Musician to use his or her own car nor travel with another musician to fulfil an engagement outside the home base. If the Musician does use his or her own car and no transport is otherwise provided by the Trust he or she will be reimbursed in line with agreed rates which will be posted on the company intranet

10. PENSIONS

You will be auto enrolled into the Trust's Pension Scheme which is operated by Scottish Widows, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time after 3 months service. Further information pertaining to the pension scheme will be sent to you separately. The Trust will contribute 3% of your salary. You will contribute 5% of your salary. Further information is available from the HR Department.

11. DISCIPLINARY AND GRIEVANCE PROCEDURE

The Musician will be subject to the Trust's Disciplinary and Grievance Procedure which can be found on the company intranet.

12. SICKNESS, MATERNITY AND OTHER ABSENCES

Arrangements for absence by reason of sickness, maternity, paternity or other non-medical compassionate reasons shall be as set out in policies available on the company intranet.

13. PERSONAL PROPERTY

If the Musician brings any vehicle or other personal property not used in connection with his or her employment with the Trust on to the Trust's premises this will be entirely at their own risk. The Trust accepts no liability for loss or damage caused to property arising out of its being on or about the Trust's premises.

14. HEALTH AND SAFETY

14.1 The musician is required to co-operate at all times in the implementation of the Trust's Health & Safety Policy and Procedures as set out in the policies and procedures which can be found on the company intranet in accordance with the Health and Safety at Work etc. Act 1974.

14.2 A member of the orchestra shall be nominated to serve on the appropriate NMT Health and Safety Committee.

15. GIVING NOTICE

15.1 The Musician shall be entitled to receive, and will be required to give, three months notice of the intention to terminate his or her employment. Any such notice must be in writing with stated reasons. If notice of termination of employment is given by either party the Trust will have the right to require the employee to stay away from orchestra's places of business during the notice period.

15.2 Upon appointment the Musician shall be subject to an initial probation period of 6 months.

16. PAY IN LIEU OF NOTICE

16.1 On serving notice for any reason to terminate appointments the Trust shall be entitled at its absolute discretion to pay an employee's salary (at the rate then current) for the period equal to the entitlement to notice. The musician does not have a contractual right to receive a lump sum in lieu of notice.

16.2 Pay in lieu of notice will be made in one lump sum immediately after service of the notice.

16.3 The Trust may elect to continue to pay an employee's basic salary whether or not he/she is required to perform all or any of his/her duties during the notice period.

16.4 There is no obligation on the Trust to provide work for the Musicians during a period of notice or suspension.

17. CONFLICT OF INTEREST

Players shall not engage in any activity which conflicts with the interests of the Trust. If players are in any doubt whether or not this is the case they must discuss this with the Director, Royal Northern Sinfonia and Classical Music Programme in advance.

18. ALTERATION OF TERMS AND CONDITIONS

These terms and conditions may be altered from time to time by agreement between the Trust and the Musicians' Union. The terms of any proposed alterations will be duly notified to all employees. Either party may give a minimum of 12 weeks' written notice of intention to terminate this agreement.

NORTH MUSIC TRUST

STANDARD CONTRACT – ORCHESTRA

APPENDIX ONE

SALARY: Spinal Scale applicable from 1st April 2023

| point | minimum starting point | £ |
|--------------|-------------------------------|----------|
| 1 | Sub Principal | £35,887 |
| 2 | | £36,247 |
| 3 | | £36,609 |
| 4 | | £36,976 |
| 5 | | £37,345 |
| 6 | | £37,720 |
| 7 | | £38,096 |
| 8 | Principal | £38,478 |
| 9 | | £38,861 |
| 10 | | £39,250 |
| 11 | | £39,643 |
| 12 | | £40,039 |
| 13 | | £40,441 |
| 14 | | £40,844 |
| 15 | | £41,253 |
| 16 | | £41,665 |
| 17 | | £42,082 |
| 18 | | £42,501 |
| 19 | | £42,925 |
| 20 | | £43,357 |
| 21 | | £43,788 |
| 22 | | £44,227 |
| 23 | Section Leader | £44,670 |
| 24 | | £45,116 |
| 25 | | £45,567 |
| 26 | | £46,022 |
| 27 | | £46,483 |
| 28 | | £46,948 |
| 29 | | £47,418 |
| 30 | | £47,892 |
| 31 | | £48,371 |

NORTH MUSIC TRUST

STANDARD CONTRACT – ORCHESTRA

APPENDIX TWO

CAPABILITY PROCEDURE

1. The following procedure will be followed should the Musician's standard of performance fall below acceptable standards. At all stages of this procedure the Musician will be given every reasonable assistance by the Trust and will receive such monitoring of his or her progress as may reasonably be required. The Director of Royal Northern Sinfonia will be kept fully informed by the Orchestra Manager and may take part in any or all stages of the procedure. Before formal procedure is started, the Musician will normally be told informally by the Leader or his or her Section Leader what the perceived problems are. After this informal dialogue the Leader or Section Leader may request the Trust to offer suitable help at the request of the Musician or if it is felt to be in either the Musician's or the Trust's interests. If, after not less than two months, the Musician's performance is still unsatisfactory, the formal procedure will be started.

2. (a) Formal warning: The Musician will be advised at an interview of the reasons for the warning and that it is the formal stage of the Performance Appraisal Procedure. The warning will be given by the Director of Royal Northern Sinfonia and the Musician's Section Leader (or the Leader in the case of a Section Leader). The Union Steward or another member of the Orchestra of the Musician's choice will also be present, and another member of the Trust may also attend. Following the meeting the Orchestra Manager will send to the Musician a written note of the warning, including exact details of the complaint, the improvements required and the timescale, with notice that action under sub-clause (b) below will be considered unless there is satisfactory improvement. The warning will lapse after 6 months, subject to a satisfactory standard of performance.

(b) If, not less than 2 months (excluding the period of the Orchestra's annual holiday) after the formal warning meeting the Musician's standard of performance remains unsatisfactory, he or she may be required to choose either:

(i) to re-audition under the following conditions:

(1) Not less than 4 weeks' notice of such audition will be given

(2) The audition panel will consist of four persons nominated by the Trust and an independent assessor whose identity will be agreed between the Trust and the Musicians' Union. Two persons nominated by the Musician will be invited to attend the audition as observers and will be invited to state their views.

(3) The Musician may request not more than 5 working days' additional paid leave immediately before the audition and such request will not be unreasonably refused.

(4) The music for the audition will be notified to the Musician with the notice of audition and will be drawn from the Orchestra's current repertoire.

(5) The Trust will inform the Musician of the result of the audition within 7 days.

(6) If it is the opinion of the panel that the Musician's performance at the audition was unsatisfactory, the Musician will be entitled to a second audition conducted in a similar manner to the first audition, except that the music will be drawn from the standard orchestral repertoire.

or

(ii) to agree, with the Orchestra Manager and the Musician's Section Leader (or Leader in the case of a Section Leader) a trial period of orchestral work of not less than two months during which her/his performance will be evaluated by the Director of Royal Northern Sinfonia and Section Leader or Leader as applicable. The Musician may also be required to play chamber music as part of this trial in addition to her/his normal duties, subject to the Trust giving at least 14 days' written notice to the other players and repertoire involved.

(c) The Musician will be informed in writing by the Orchestra Manager of the outcome of the audition or trial within seven days of the second audition or end of trial period. If the Musician's performance at the second audition or at the end of the trial period is still considered unsatisfactory, the Trust will be entitled to terminate the Musician's employment in accordance with Clauses 17 and 18 of this Contract.

NORTH MUSIC TRUST

STANDARD CONTRACT – ORCHESTRA

APPENDIX THREE

ACCOMMODATION AND TRAVEL, INCLUDING LATE RETURNS AND EARLY STARTS

Payments in connection with section 9 of the contract are:

Meal Allowances

| | |
|---|--------|
| Leaving base before 1.30pm and returning before 6pm | £10.00 |
| Leaving base after 1.30pm and returning after 6pm | £17.00 |
| Leaving base before 1.30 and returning after 6pm | £21.00 |

Accommodation

Bed and Breakfast

upon production of a valid receipt for accommodation up to: £60.00
£80.00 in London
or up to the cost (not including VAT) of the hotel provided by the trust

when staying with friends or relatives £25.00

Early Start & Late Return

| | |
|--|--------|
| Returning to base between midnight and 12.30am | £5.00 |
| Returning to base between 12.30am and 1 am | £10.00 |
| Returning to base between 1am and 2am | £15.00 |
| Leaving base before 8.30am (<i>per hour or part of an hour before 8.30am</i>) | £6.00 |

Coach journey time for venues regularly visited by Royal Northern Sinfonia are:

| Venue | Time (minutes) |
|---------------|-----------------------|
| Durham | 30 |
| Hexham | 30 |
| Sunderland | 45 |
| Middlesbrough | 60 |
| Stockton | 60 |
| Darlington | 60 |
| Hartlepool | 60 |
| Berwick | 75 |
| Carlisle | 90 |
| Harrogate | 90 |
| York | 105 |
| Leeds | 120 |
| Musselburgh | 135 |
| Scarborough | 150 |
| Kendal | 150 |
| Bradford | 165 |
| Huddersfield | 180 |

NORTH MUSIC TRUST

STANDARD CONTRACT – ORCHESTRA

APPENDIX FOUR

CHAMBER MUSIC

The performance of Chamber Music is an integral part of the work of Royal Northern Sinfonia and can incorporate any chamber repertoire.

- In Chamber Music performances players are encouraged to introduce pieces to the audience where necessary.
- Chamber Music performances and rehearsals will be scheduled in the same way as orchestral work with hours and free days shared with other projects where necessary.
- Rehearsal time for chamber projects will be allocated by the RNS Artistic Planning team in consultation with the Leader, Co-Leader and players involved.
- For chamber performances in Sage Gateshead, work release will not normally be given.
- Where an orchestral concert features a solo or chamber work and sufficient rehearsal time is not possible, a separate bespoke fee shall be negotiated in advance of planning the work.
- For all chamber music projects NMT will aim to publish repertoire and personnel 8 weeks prior to the period that the project falls within.
- For external chamber music projects NMT may require players to attend post-concert entertainment and networking events. Such events will be allocated playing-hours and be able to be a constituent part of the session hours.
- For external chamber music projects NMT may ask one of the individual players involved to act as Event Manager in addition to their playing duties. The scope of such duties and the fees for the additional responsibility will be negotiated in advance of planning the work.

NORTH MUSIC TRUST

STANDARD CONTRACT – ORCHESTRA

APPENDIX FIVE

MEDIA BROADCASTING & RECORDING

Consent

All musicians rehearsing and performing for Royal Northern Sinfonia agree to give consent to have their performances recorded or streamed, without additional payment above what is due under Clause 3 inclusive of the main Agreement for up to 40 recordings, subject to the following allocations and conditions.

Use of any such recording is subject to either:

- Clause (1) “Up to 20 RNS In-house / Commercial Audio Release” and
- Clause (2) “Up to 20 RNS Live Concert Streaming / Promotional Recordings using pieces in their entirety
- Clause (3) Further Promotional / EPK
- Clause (4) Archive uses
- Clause (5) News Access
- Clause (6) “Commercial Recordings” over and above Clause 1

All these as detailed below

Notice of agreement to consent must be informed to all musicians prior to engagement, ideally this should be done at the time the musician is engaged (especially in case of extras and deputies)

Unit Allocation

Each of the individual recording units under Clauses 1 & 2, grant one specific usage. Where more than one use under Clauses 1 or 2 is required, a further recording unit must be allocated. Units cannot be shared across Clauses 1 & 2.

Example; an ‘RNS In-house Recording’ is to be made available online, but the audio will also be released commercially. This would count as two recordings.

A total of 10 units per year can be shared across Clauses 1 & 2, with the total allocation remaining at 40 recordings.

Musicians will be entitled to ‘Commercial Recording’ fees under Clause 6 (Appendix 1) for any recordings made under Clauses 1 & 2, which are created subsequent to the 20 recordings allocation granted for each.

Any of the allocated recording units not used within the contracted year, can be carried forward to the next years allocation, up to a maximum of 5 units. The units carried

forward must be used within that following year, and not accumulated year on year. These 5 units can be used across both Clauses 1 & 2.

1. RNS In-house / Commercial Audio Release

RNS are entitled to make a total of 20 recordings under Clause 1 (Appendix 5) annually between 1st April and 31st March, without further media fees due to the musicians, subject to the following definitions:

- ‘RNS In-house Recording’ refers to any recording (audio or audio visual) of a performance or rehearsal featuring RNS, specifically produced under its own auspices, and retaining copyright in the recording.
- ‘Commercial Audio Release’ refers to an audio recording of a performance featuring RNS, that is commercially released either by a third party via licence (but where RNS retain copyright in the recording), or where the third-party producer will retain the copyright in the recording.

A standard 3 hour recording session under Clause 1 grants a maximum of 20 track minutes.

2. RNS Live Concert Streaming / Promotional Recordings using pieces in their entirety

RNS are entitled to make a total of 20 recordings under Clause 2 (Appendix 5) annually between 1st April and 31st March, without further media fees due to the musicians, subject to the following definitions:

- RNS Live Concert Streaming
RNS shall be entitled to record and stream concerts in full, live on any of the orchestra’s in-house and designated online streaming channels. The audio-visual live concert recording, can then be made available on North Music Trust in-house and designated online streaming channels, for the periods stated under the Performers Rights section (below)
- Using Musical Pieces in their Entirety
RNS shall be entitled to create promotional recordings that include musical pieces in their entirety. The promotional recordings must be limited to 10 minutes in duration and can be made available in perpetuity via online stream, on any of the orchestra’s in-house and designated online streaming channels, including social media.

Performers Rights

RNS (or the third party in 1.b) shall acquire the right to use the recorded performances of musicians embodied in the recording/s as follows:

- (1.a) in all-media, worldwide, in perpetuity, excluding all third party uses listed in Clause 6 (Appendix 5).
- (1.b) for the purposes of commercial audio release only, worldwide in perpetuity.
- (2.a) for the stated purposes of online concert streaming only, worldwide, for up to 5 days (non-ticket holders), 30 days (ticket-holders), in perpetuity (for educational purposes).
Educations purposes: including but not limited to schools, music hubs, care homes, free hospital cinemas. Education uses must be strictly non-commercial.
- (2.b) for the stated purposes of online promotion only, worldwide in perpetuity.

Musicians' performance rights are granted as a perpetual licence, except for 1.b where they are granted as an assignment.

Musicians will be deemed to have consented to RNS to allow copying of the recording, issuing of copies to the public, rental or lending to the public, and/or making available to the public. Except in the case of option 1.b where these rights can be granted to the Third-Party.

If further use is made of any recording for sync or any backing track use, then the Musicians' Union retains the right to negotiate and collect secondary payments from any production company or agency and subsequently distribute royalties to musicians as per the MU Royalties policy.

Any dispute regarding further use or licensing of a recording will be referred to the Musicians' Union.

3. Further Promotional / Electronic Press Kit (EPK)

Without further payment, use of in-house recording is also allowed to promote the orchestra or the recording itself. However, if outside the allocation in (1 a) the duration of such use shall be limited to a maximum of 20 minutes aggregate length and no single musical piece, however short, may be used in its entirety.

Promotional / EPK recordings may be used by NMT for its own publicity material including its own website, social media channels and streaming channels, artist profiles, arts and culture themed programming where the orchestra is featured and may include free and non-commercial presentation by RNS to promote ticket sales for the concert(s) for which the Musician has been engaged under this Agreement.

EPK recordings may be used by third parties to promote RNS at the venue or city in which they are performing. EPK recordings may also be initiated and used by agreement with visiting artists or their representatives for promotional or marketing use only on the artist/agents' websites or similar. RNS/NMT should always be credited on any usage.

Promotional / EPK recordings shall not be used for the evaluation of the performance of any musician.

4. Archive

Without further payment, RNS may make an archive recording of a performance by musicians, which will be retained by the orchestra. This recording will not be shared externally with the exception of (i) research purposes, (ii) featured composers for their own study, (iii) for purposes of reporting to funders (where required), (iv) for purposes of education (v) for purposes of securing work by sending via private communication to potential work partners (vi) EPK and sharing with conductors and visiting artists for their personal use.

Recordings will, where possible, be watermarked throughout their duration to deter unauthorised uses. Such archive recordings may be commercially exploited subject to the terms of this Agreement without additional payment to the Musician.

5. News Access Code of Practice

Without further payment, RNS will adhere to the latest MU News Access Code of Practice when a request is made by a news organisation to record material from a current rehearsal or performance in connection with a topical news story. A maximum of ONE minute featured performance and/or ONE minute non-featured (eg under a voice-over) performance usage is allowed from a maximum camera recording time of ONE hour.

6. Commercial Recording

'Commercial Recording' refers to any recording of a performance or rehearsal by a third-party producer featuring RNS, where the orchestra has been contracted to record for:

- Film soundtrack
- Television incidental music (including Signature Tune, Jingles, Idents, Stings)
- Sample Music
- Music for Advertising / Branding / Idents
- Library/Production Music purposes

All 'Commercial Recording' shall be subject to MU Collective Bargaining agreements and rates. Any adjustment or variation of rate is subject to negotiation with the Musicians' Union.

MU Collective Bargaining agreements include:

- PACT / MU Agreement Independent Production Film/TV
- BPI / MU Agreement Commercial Audio
- IPA / MU Agreement Advertising
- PMAG / MU Agreement Library
- BBC / MU Agreement BBC TV and Radio
- ITV / MU Agreement ITV

List of Participating Musicians

NMT shall make and maintain an accurate list of all the members of RNS who perform on each recording made under this agreement so as to assist collecting societies in identifying those members of the orchestra whose performances are on a particular Recording.

Equitable Remuneration from Collecting Societies

This agreement is without prejudice to the musicians' rights to receive a share of equitable remuneration from domestic or foreign collecting societies for the broadcast or public performance of their recorded performance(s) pursuant to national legislation.