

**AGREEMENT**

**BETWEEN**

**THE ROYAL SHAKESPEARE COMPANY**

**AND**

**THE MUSICIANS' UNION**

**2013**

THIS AGREEMENT is made this first day of April 2013 between the Royal Shakespeare Company, Stratford-upon-Avon (hereinafter called "the RSC") of the one part and the Musicians' Union (hereinafter called "the MU") of the other part.

WHEREBY IT IS AGREED as follows:

1. MINIMUM TERMS AND CONDITIONS

The terms and conditions set out in this Agreement and the Schedules hereto shall be the minimum terms and conditions of employment for all musicians engaged by the Royal Shakespeare Company to play in theatres, halls or other places of entertainment in the United Kingdom as the may require.

2. DURATION OF AGREEMENT

The terms and conditions contained in this Agreement and the Schedules hereto shall operate from 1 April 2013 and shall remain in force until the Agreement is terminated by either party hereto giving to the other on or after 1 October 2014 not less than six months' written notice to terminate the Agreement which shall be accompanied by the submission of specific proposals for revisions to the existing Agreement from the party giving notice.

Signed by both parties:

.....  
For and on behalf of the  
Royal Shakespeare Company

.....  
For and on behalf of  
the Musicians' Union

## **SCHEDULE A - DEFINITIONS**

### 3. DEFINITIONS

The following words shall be understood to have or include the following meanings throughout this Agreement.

- 3.1. "Full-time contract" shall mean the engagement of a musician in accordance with Schedules B and C of this Agreement to play in any or all RSC productions as required by the RSC during the course of the engagement.
- 3.2. "Part-time contract" shall mean the engagement of a musician in accordance with Schedules B and D of this Agreement to play in one or more specified RSC productions as agreed between the musician and the RSC.
- 3.3. "Week" shall mean days between Monday and Saturday inclusive.
- 3.4. "Session" shall mean either a rehearsal or performance of not more than three hours' duration.
- 3.5. "Short rehearsal" shall mean a rehearsal which takes place immediately prior to the advertised start-time of a performance or musician's start time whichever is the earlier or immediately following the end of a performance provided that such a rehearsal does not exceed two hours which shall normally include a half hour break when a maximum short rehearsal has been called prior to a performance.
- 3.6. "Session rate" shall mean an amount calculated for the purposes of supplementary payments at the value of one-eighth of the minimum weekly salary as set out in Paragraph 24.1 of this Agreement.
- 3.7. "Part-time session rate" shall mean that rate which is twenty-five per cent higher than the session rate.

- 3.8. "Call" shall mean a notification from the RSC to a musician that the musician is required to be present at a given place and at a given time in order to perform any of the services that a musician is required to perform under the provisions of this Agreement.
- 3.9. "Production period" shall mean a period starting six days prior to the day of the first scheduled public performance of a new or newly revived production and continuing until the eighth advertised performance or the Press Night, whichever is the earlier.
- 3.10. "Base" shall mean any theatre in Stratford or London showing RSC productions produced only under the direct management of the RSC. The base shall be as nominated by the RSC.

**SCHEDULE B - GENERAL CONDITIONS OF EMPLOYMENT APPLYING TO ALL  
MUSICIANS ENGAGED BY THE RST**

4. **EMPLOYMENT OF MUSICIANS**

The RSC undertakes that at no time shall there be fewer than six musicians, excluding Music Directors, engaged by the RSC on full time contracts with a nominated base at Stratford.

5. **TRADE UNION**

The RSC recognises the MU as the sole Trade Union for the purpose of representing the interests and negotiating wages and working conditions of musicians engaged by the RSC in the United Kingdom. All musicians engaged by the RSC shall have the right to belong to the MU.

6. **VISITS BY UNION OFFICIALS**

The RSC shall co-operate with the MU in making arrangements for MU officials to visit musicians at their place of work and the RSC will give facilities for the holding of such meetings at mutually convenient times.

## **Schedule B - Conditions Applying to all Musicians**

### 7. DISCIPLINARY PROCEDURE

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct attendance and job performance. It is the duty of the Music Directors to set and maintain these standards.

#### 7.1. Principles

- a. Disciplinary action will not be taken until the case has been investigated.
- b. At every stage of the procedure the Musician will be advised of the nature of the complaint, and will be given the opportunity at an interview to state the case before any decision is made.
- c. At all stages of the disciplinary action the Musician will have the right to be accompanied by an MU representative or work colleague.
- d. A Musician will not be dismissed for a first breach of discipline except in the case of gross misconduct .
- e. A Musician will have the right to appeal against any disciplinary penalty imposed.
- f. The RSC may activate the process at different levels if the misconduct warrants such action.
- g. A member of Human Resources will be present at all stages of the process.

## THE PROCEDURE

### 7.2.1 Stage 1 - Informal verbal warning

In the case of a very minor breach of discipline or a one-off failure to meet expected standards, an informal warning will be given by the Music Director immediately responsible. This will be recorded on the Musician's personal file and will stay in force for six months. Where the breach is more serious or if a Musician fails to act constructively on the informal warning, the following penalties may be imposed, provided that allegations have been substantiated by a disciplinary interview.

### 7.2.2 Stage 2 - First Formal Warning

The Music Director may issue a first formal warning and advise the Musician that this is the first formal stage of the disciplinary procedure. This will give details of the complaint and warn that action under the next stage will be considered if there is no satisfactory improvement. A written confirmation of the warning will be sent within five working days. This warning will stay in force for six months from the date the warning is issued but will be disregarded as a step in the disciplinary procedure after six months subject to satisfactory performance.

### 7.2.3 Stage 3 – Final warning

If there is still a failure to improve and conduct is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only one formal warning but insufficiently serious to justify dismissal (in effect both first and second warning) a final warning will be issued within five working days. This will give details of the complaint, and will warn that dismissal will result if there is no satisfactory improvement. The final warning will stay in force for twelve months from the date the warning is issued, and is (in exceptional cases the period may be extended for an additional period of up to six months) subject to satisfactory conduct.

#### 7.2.4 Stage 4 – Dismissal

A final decision to dismiss may only be taken by the Head of Music in conjunction with Human Resources after a disciplinary interview has taken place with the relevant investigating managers. Dismissal may only take place after a final warning has been issued or when the offence justifies such action. A written statement will be sent giving the reasons for dismissal no later than five working days after the dismissal. The RSC reserves the right to pay in lieu of notice. Any accrued holiday pay will be paid.

#### 7.3. GROSS MISCONDUCT

The following includes (but is not limited to) examples of gross misconduct:

Theft; fraud; deliberate falsification of records; fighting; assault on another person; deliberate damage to company property; incapacity through alcohol or being under the influence of illegal drugs or other controlled substances; serious negligence which causes unacceptable loss, damage or injury; serious act of insubordination; discrimination or harassment on the grounds of race, sex, disability or sexual orientation or breach of the RSC's Equal Opportunities Policy; a material or fundamental breach of the Musician's contract; breach of the Health and Safety Regulations; conduct or behaviour likely to bring the RSC into disrepute; serious breach of the RSC's Computer Use and E-mail Policy; serious breach of trust and confidence, either in or out of work; conviction, formal charge or caution for a criminal offence which directly affects the Musician's ability to carry out their job, or has serious implications concerning the propriety of them continuing in their job.

#### 7.4. SUSPENSION

A Musician may be suspended from work on full pay, normally for no more than five working days while the alleged offence is investigated. If, on completion of the investigation and a disciplinary interview, the RSC is satisfied that gross misconduct has occurred the result will usually be summary dismissal without notice or payment in lieu of notice.



## 7.5 APPEALS

If a Musician wishes to appeal against any disciplinary decision or a decision regarding issues of capability the following procedure should be followed:

The appeal should be lodged with the Director of Human Resources within five working days of the communication of the decision to the Musician. The appeal must be in writing and state the grounds for the appeal. The appeal will be heard by a Senior Manager not previously involved in the case. The Musician will have the right to be accompanied by an MU representative or work colleague.

The Senior Manager hearing the case will have the option of confirming, reducing or increasing the sanction.

This decision will be final.

## GRIEVANCE AND JOINT CONCILIATION PROCEDURES

### 7.6. GRIEVANCES

The purpose of this procedure is to ensure that any grievance or dispute a Musician may have relating to his/her employment shall be resolved as quickly and as fairly as possible.

If a Musician has a grievance the following procedure should be followed: The matter should first be reported to the Music Director.

If the Musician does not consider the matter to have been satisfactorily resolved, he/she should next contact either the Head of Music or speak to the Human Resources Department.

If the Musician does not consider that the grievance has been satisfactorily dealt with by the Head of Music, the matter should be referred to the Executive Director in writing who will try to find a fair and reasonable solution. The decision of the Executive Director or his/her nominee shall be final.

## 7.7 JOINT CONCILIATION

The RSC and the MU will always endeavour to resolve issues of disagreement between each other on an informal basis and at the level appropriate to the issue.

In the event of any disagreement arising which cannot be immediately resolved, the MU and the RSC agree that whatever practice which existed prior to the disagreement will continue to operate until there is a resolution.

All disagreements between the RSC and the MU will be dealt with through the Joint Conciliation Procedure. No action outside this procedure (i.e. no stoppage of work, strike or other industrial action) will therefore be taken by the MU or the RSC.

No member of the MU will be prejudiced or victimised by the RSC because the MU has made representation on his/her behalf.

### 7.7.1 Stage 1

Within five working days of the event giving rise to the disagreement the matter shall be considered by the MU Steward, the Music Director and the Head of Music.

### 7.7.2 Stage 2

If the disagreement remains unresolved the matter shall within five working days of the meeting under Stage 1 be considered by the MU District Organiser responsible for MU members concerned in the disagreement and the RSC Director of Human Resources each of whom may at his/her discretion invite the participation in person and/or in writing of any of those who participated at an earlier stage of the procedure.

### 7.7.3 Stage 3

If the disagreement remains unresolved the matter shall within five working days of the meeting under Stage 2 be considered by the MU General Secretary and the RSC Executive Director or their nominees who may at their discretion invite the participation of those involved at an earlier stage of the procedure.

#### 7.7.4 Stage 4

If the disagreement remains unresolved the matter shall by mutual agreement be referred to ACAS. Both parties will separately make contact with the appropriate ACAS officer and request a meeting under the auspices of ACAS for the purposes of conciliation.

If, after a process of conciliation ACAS advises the RSC and the MU that the disagreement cannot be resolved by this process, then both parties will agree to refer the disagreement to an arbitrator appointed by ACAS. Prior to the hearing both parties will agree joint terms of reference on the matter to be decided by the arbitrator. The RSC and MU will each present its case to the arbitrator at the hearing. The decision of the arbitrator will be final and binding on both parties.

## 8. CAPABILITY PROCEDURE

The following procedure will be used when the RSC has concerns about a musician's capability for performing work of the kind for which he or she was employed to do. Capability may be assessed by reference to skill, aptitude and/or health.

### 8.1 Informal consideration of capability

Everyone should understand what standards are expected of them in their work. Informal warnings about failures to meet these standards may be given by the relevant Music Director in private and the nature of the deficiency will be explained. Should a musician feel that he/she has been unfairly treated, then he/she may contact the Music Manager and seek to discuss the matter with the Head of Music.

### 8.2 Formal warning about capability

If the musician's work fails to improve as a result of informal discussions, he/she will be asked to attend a meeting with the Head of Music. At the meeting the nature of the deficiency will be explained and the musician will be given a reasonable period of time to improve his/her work.

The musician should be given the opportunity to bring any circumstances that may have a bearing on the issue to the attention of the manager.

At any formal meetings to discuss the musician's performance, the individual will have the right to be accompanied by his/her union representative or a colleague of his/her choice.

### 8.3 Re-assessment

Following the period of time given for improvement the musician's performance will be reassessed and a meeting held with him/her to review progress. Should there not have been sufficient improvement a further period of time will be given to enable him/her to make efforts to remedy the situation.

### 8.4 Final assessment

If after this further period the musician's performance is still considered not to reach an adequate standard, a final meeting will be held at which the RSC may decide to terminate the employment of the musician. In this case the length of notice will be as set out in the employee's contract or as provided by Statute whichever is the longer.

### 8.5 Right of Appeal

If an employee is dissatisfied with the action taken against him/her at any stage, he/she should pursue to Appeals process as set out in Clause 7.5 of this Agreement.

## **Schedule B - Conditions Applying to all Musicians**

### **9. ABSENCE FROM REHEARSAL OR PERFORMANCE**

- 9.1. No musician shall (except in the case of illness supported by an RSC self-certification form or a Doctor's certificate whichever is appropriate) absent him/herself from any rehearsal or performance for which he/she has been engaged without the prior consent of the Music Director.
- 9.2. Permission to be absent from technical rehearsals, opening performances and the press night of a new or newly revived production shall not normally be granted by the Music Director.
- 9.3. If permission is given by the Music Director for a musician to be absent the musician shall arrange for his/her part to be played by a suitable deputy of equal musical standing and ensure that his/her deputy shall be fully informed of the musical and other requirements of the relevant production and ensure that his/her deputy shall arrive at the theatre in time to rehearse his/her part and sit-in on at least one performance and/or rehearsal before his/her first playing session if required by the Music Director and be responsible for the payment of the appropriate fee plus any additional payments due to the deputy.
- 9.4. Where a musician is engaged by the RSC on a part time contract, the Company will pay one deputy to sit in on one session per production.

## **Schedule B - Conditions Applying to all Musicians**

### 10. SICKNESS AND ACCIDENT BENEFITS

A musician who is incapacitated for work because of sickness or accident on a working day or during a paid holiday will be entitled to receive Statutory Sick Pay (SSP), State Sickness Benefit and Royal Shakespeare Sick Pay (RSSP) provided he/she follows the procedures set out in this section.

#### 10.1. Benefits

##### 10.1.1. SSP will be payable for the first twenty-eight weeks of qualifying incapacity in each tax year in accordance with the provisions of the Social Security and Housing Benefits Act 1982 and subsequent amendments, orders and regulations thereto.

The RSC will claim from the Government and pay to the musician such SSP benefits as the musician is entitled to receive.

The current rates of SSP benefit will be available upon enquiry to the RSC Accounts Department or to any office of the Department of Social Security (DSS).

##### 10.1.2. State Sickness Benefit will be payable for the twenty-ninth and any subsequent week of qualifying incapacity in each tax year in accordance with the provisions of the Social Security Act 1975 and subsequent amendments, orders and regulations thereto. The RSC will notify the musician when his/her entitlement to receive State Sickness Benefit begins, whereupon the musician must personally apply to the DSS for the payment of such State Sickness Benefit as the musician is entitled to receive.

The current rates of State Sickness Benefit will be available upon enquiry to the RSC Accounts Department or to any office of the DSS.

## Schedule B - Conditions Applying to all Musicians

10.1.3. RSSP will be payable by the RSC from the twenty-first week of employment at such a rate as will, when added to any sum which the musician is entitled to receive from SSP or from that portion of State Sickness Benefit which is available to a single person in the musician's circumstances provide for the musician from the combination of RSSP and SSP or State Sickness Benefit an aggregate weekly income which equals in value either the musician's full basic salary (the full rate) or half the musician's basic salary (the half rate) as and for the periods set out in the following table.

On completion by the musician of 20 weeks employment

Up to a maximum of six weeks at the full rate and six further weeks at the half rate during the first year's employment.

On completion by the musician of one year's employment

Up to a maximum of twelve weeks at the full rate and twelve further weeks at the half rate in each year of the employment.

On completion by the musician of five years' employment

Up to a maximum of twenty-six weeks at the full rate and twenty-six further weeks at the half rate in each year of the employment.



## **Schedule B - Conditions Applying to all Musicians**

### 10.2. Notification and Certification

To qualify for the receipt of SSP, State Sickness Benefit, or RSSP a musician must fulfil the following requirements for notification and certification, irrespective of whether the incapacity for work starts on a working day or on a day (including Sundays) on which the musician is not due to report for work or during a paid holiday.

#### Notification

- 10.2.1. The musician must ensure that his/her Music Director receives a message by telephone or by other means not later than the earliest possible of:
- a) the first day of the musician's incapacity for work if that is a working day in the musician's department;
  - b) the first working day in the musician's department following the start of the musician's incapacity for work;
  - c) the seventh day of the musician's incapacity for work if the musician is on paid holiday at the start of the incapacity.
- 10.2.2. The message must notify the Music Director:
- a) of the musician's incapacity for work;
  - b) of the reasons for the musician's incapacity for work;
  - c) of the date on which the incapacity for work started if it began on an earlier day.
- 10.2.3. If the musician's Music Director is not notified of the musician's incapacity as detailed in the previous paragraphs, the musician's rights to receive sickness and accident benefits may be reduced.

## **Schedule B - Conditions Applying to all Musicians**

### Certification

- 10.2.4. If a musician is incapacitated for work for any period of seven or less consecutive days (including working days, days (including Sundays) on which the musician is not due to report for work, and paid holidays) he/she must on the day of his/her return to work complete and give to his/her Music Director an RSC Self-Certification Form (available on return to work from the Music Office and the RSC Accounts Department).
- 10.2.5. If a musician is incapacitated for work for any period of eight or more consecutive days (including working days, days (including Sundays) when the musician is not due to report for work, and paid holidays) he/she must obtain not later than the eighth day of the incapacity a Doctor's Certificate and send it immediately to his/her Music Director. The RSC may require a Doctor's Certificate in respect of any period of incapacity for which neither SSP nor State Sickness Benefit is payable.
- 10.2.6. Notwithstanding the Self Certification arrangements described in 10.2.4. above, no musician should delay seeing his/her Doctor if he/she needs medical advice.
- 10.2.7. Before a musician returns to work after a period of incapacity the RSC may require him/her to be examined at the RSC's expense by a doctor nominated by the RSC.

## **Schedule B - Conditions Applying to all Musicians**

11. USE OF RECORDED MUSIC  
It is part of the artistic policy of the RSC that music for RSC productions should wherever possible be played live.
- 11.1. The following applies to productions produced by the RSC within the UK.
- 11.1.1 The RSC agrees that no reduction or alteration of the original band shall occur when a production transfers to another venue, except in the circumstances of artistic necessity. The definition of artistic necessity shall be the subject of consultation between Director, Composer, and/or Orchestrator, the Head of Music and the Musicians' Union on each occasion where any reduction or alteration is proposed.
- 11.1.2 Instruments and devices incorporating pre-recorded sounds or providing sound by electronic means may be used provided they do not replace or reduce the employment of conventional instrumentalists where conventional instrumentalists may reasonably be expected to be used.
- 11.2 Recorded music shall only be used by agreement between the RSC and MU and the MU shall not refuse its agreement to the use of recorded music provided that:
- 11.2.1 In each case where the use of recorded music is required the RSC informs the MU of the specific nature of the musical requirements.
- 11.2.2 A recording of a piece of music is used only when the special technical and musical requirements of the production are such that the music required for that production could not be provided in any other way and any other music in the production is played live.

## **Schedule B - Conditions Applying to all Musicians**

- 11.2.3 Music for any new recording used by the RSC will be specially recorded by RSC musicians wherever possible.
- 11.2.4 Music recorded for a specific production is used solely for that production when and wherever it is presented by the RSC, except that music recorded under this Agreement shall not be used in any permanent theatre in the United Kingdom unless musicians engaged by the RSC are also playing live as in the original production.
- 11.2.5 Such recordings are not used in any country where the appropriate musicians' organisations object. The RSC undertakes to seek the necessary approval and notify the MU.
- 11.3 Music recorded under the terms of this Agreement shall have a continuous life of two years from the date of its first public performance, which may be extended for a further period of one year by agreement between the RSC and MU whose permission shall not be unreasonably withheld. If the third year extension is taken up, fifty per cent of the current agreed rate shall be paid to the musicians who made the recording.
- 11.4. After the expiry date of any recorded material as set out in 11.3. the RST shall have the right to retain copies of such material as part of the archive of the production, but such archival material may not be used for further performances.
- 11.5. Recording sessions shall be subject to the following conditions:
- 11.5.1 Fees shall be agreed annually between the RSC and the MU to be effective from 1st July.

## **Schedule B - Conditions Applying to all Musicians**

11.5.2 If music for more than one production is recorded at one recording session, a separate full fee shall be paid for each production.

11.5.3 The MU shall not require the payment of enhanced fees, repeat fees or royalty payments to any musician except as provided for in 11.3 or 11.5.2.

11.6. The MU shall not object to the use of a recording of the National Anthem of any country at the beginning or end of performances.

### 12. ARCHIVAL RECORDINGS

There shall be no sound or visual recording of any performance by a musician without the agreement of the MU, but the MU shall not object to sound or visual recordings being made of RSC productions for archival purposes provided that:

12.1. The Band Steward and all members of the RSC Band involved in such a recording shall be advised of the date on which it is proposed to make such a recording.

12.2. No member of the MU involved shall have an unreasonable objection to the making of such a recording.

12.3. No member of the MU shall be required to attend any rehearsal specifically for such a recording.

12.4. Under no circumstances shall such a recording be permitted to be played or exhibited in public, or sold, or used for any other than archival purposes.

12.5. Access to such recordings shall be allowed to bona fide scholars and theatre practitioners for private study. (Private study does not include use or viewing during officially called RSC rehearsal time).

## Schedule B - Conditions Applying to all Musicians

### 13. DOUBLING RATES

13.1. If a musician is required to play any instrument in addition to those provided for in 24.3 and 29.3 of this Agreement he/she shall receive additional payment at the rates given below for each performance, dress rehearsal or rehearsal (excluding the initial experimentation period) at which any such additional instrument is played except as detailed in 13.1.2. below.

Category A: 19% of the session rate

Category B: 14% of the session rate

Category C: 9% of the session rate

13.1.1 For instruments in Extended Family Groups (as defined in Appendix 1 to this Agreement) other than the musician's own:

(i)	First instrument	-	A
(ii)	Second instrument	-	B
(iii)	Third and subsequent instruments	-	C
(iv)	Percussion double requiring some skill	-	B
(v)	Simple double requiring some skill	-	B
(vi)	Singing	-	B
(vii)	Simple double	-	C

13.1.2 For instruments in the musician's own Extended Family Group (as defined in Appendix 1 to this Agreement):

(i)	First instrument	-	B
(ii)	Second and subsequent instruments	-	C

## **Schedule B - Condition applying to all Musicians**

13.1.3 Any two similar instruments may be classed as one instrument for the purposes of contract or doubling payment following agreement between the MU and the RSC.

### 13.1.4 B Category Payments

A maximum of two B category payments per session may be made to a musician. All subsequent B doubles for that session shall be paid at the category C rate.

## 13.2. Percussion

13.2.1 Percussion instruments shall be categorised in the following four groups:

- (i) percussion instruments of indefinite pitch and reasonable 'effects';
- (ii) percussion instruments of definite pitch;
- (iii) timpani
- (iv) drum kit

13.2.2 A percussionist engaged on a full-time contract may play as required instruments from a maximum of any three of the above four categories in 13.2.1. during any one session in consideration of which he/she shall receive an additional payment as follows: 1-8 rehearsal/performance sessions in any week - 7% of the basic weekly salary per week; over 8 sessions - 7% of the session rate per session.

13.2.3. A percussionist engaged on a part-time contract may play instruments from any two of the above four categories. For each session in which he/she is required to play instruments from any three of the four categories he/she shall receive payment in any week as follows: up to four sessions - B payment per session; 5-8 sessions - no further payment; over 8 sessions - 7% of the session rate per session.

## **Schedule B - Conditions Applying to all Musicians**

- 13.2.4. A percussionist shall receive a B Category payment for any session (excluding the initial experimentation period) in which he/she plays instruments from all four categories.
- 13.2.5 When, within a three hour call during which music is played, instruments have to be moved from one venue to another or into or out of storage, involving heavy instruments and/or multiple journeys, payments shall be made in units of 15 minutes at single or double time (as defined in 25.2. and 25.3.1.) as appropriate.
- 13.3. In special circumstances deemed by the RSC to warrant higher payment than the rates detailed in 13.1. and 13.2. a doubling rate may be the subject of negotiation between a musician and the Music Director.
14. FIRST CALL TO RSC  
A musician employed by the RSC shall be considered to be on first call to the RSC at all times when he/she is required for rehearsals and/or performances.
15. STARTING TIME OF PERFORMANCE SESSION  
A musician's performance session shall be calculated from the advertised starting time of the performance unless either his/her first cue precedes the performance starting time in which case the musician's session shall start at the time at which he/she is called by the Music Director or his/her first cue follows the first interval in the performance in which case the musician's session will be deemed to start at the beginning of the first interval.
16. NOTICE OF REHEARSALS
- 16.1 Except during the periods specified in 16.2. of this Agreement the RSC shall give a minimum of forty-eight hours' notice of a rehearsal or cancellation thereof and any such rehearsal cancelled with less than forty-eight hours' notice shall count as a rehearsal session.



## **Schedule B - Conditions Applying to all Musicians**

- 16.2. Notice of a rehearsal called to take place during the production period (as defined in 3.9) may be reduced to a minimum of eleven hours except that no less than 48 hours' notice of the first rehearsal of a production period shall be given. Any rehearsal called during this period but subsequently cancelled at less than 48 hours' notice nevertheless shall count as a rehearsal session.

The RSC shall, at least seven days before a production period, specify the earliest date on which a first production period rehearsal may take place.

17. SEATING REHEARSAL

To allow for seating the first thirty minutes of a musician's first rehearsal call in respect of each new or newly revived production in the place in which he/she shall subsequently play performances of the production shall not attract payment.

18.1 DRESS

When playing in view of the audience or in the off-stage area a musician shall wear such dress as shall be requested by the RSC. This may include stage costume, blacks or eveningwear. A musician shall provide his/her own dinner jacket or equivalent.

18.2 COSTUME FITTINGS

Every effort shall be made by the RSC to ensure that costume fittings are arranged at times when a musician is called for either a performance or rehearsal but such fittings may be arranged at some other mutually convenient time.

## **Schedule B - Conditions Applying to all Musicians**

### 19. WORKS BREAKS

#### 19.1. Rehearsals

A musician shall be given a break of not less than fifteen minutes during each three-hour rehearsal provided always that the musician is seated and ready to play at the end of such a break. The break in rehearsals shall normally occur not later than one and a half hours from the commencement of the session except during production periods when the break may take place not later than two hours from the commencement of the session. Sessions will never be held without at least half an hour's break between sessions.

#### 19.2. Performances

A musician shall be given a break of not less than fifteen minutes during each performance provided always that the musician is seated and ready to play at the end of such a break and provided that a break need not be given during a continuous performance the total duration of which is two hours and fifteen minutes or less.

### 20. WORKING AWAY FROM BASE

During the course of his/her engagement a musician may be required by the RSC to work away from his/her nominated base or to take part in a theatrical tour. Under such circumstances the current RSC expenses and Touring policy shall apply.

#### 20.1. Travel Time

When a musician is required to travel for more than one and a half hours between his/her nominated base and another RSC Theatre or Tour Venue, or between Tour Venues, travel time shall be treated as working time subject to the following:

## **Schedule B - Conditions applying to all Musicians**

- 20.1.1 The mode of travel will be determined by the RSC Manager, and the time of the journey calculated according to the appropriate time-table (e.g. Rail, Coach, Air) to be agreed between the Music Director or Tour Manager and the recognised Band Steward prior to the journey.
- 20.1.2 Travel on Weekdays  
Travel time during Monday to Saturday (excluding Public Holidays) shall be calculated where possible within the basic eight session week. If fewer than eight sessions are worked the aggregate hours of the remaining session(s) shall be available for travel. Any time spent in qualifying travel over and above eight sessions (or, in the case of a musician employed by the RSC on a part-time contract who has worked five or less sessions in the week, all qualifying travel time) shall be paid at the rate of 1/24th of the session rate for each period of 15 minutes or part thereof, except as set out in 20.1.4.
- 20.1.3 Travel on Sundays and Public Holidays  
Qualifying travel on a Sunday or Public Holiday will be paid at the rate of 1/24th of the session rate for each period of 15 minutes or part thereof except as set out in clause 20.1.4.
- 20.1.4 Maximum Travel Payment  
The maximum payment for qualifying travel time in any one day shall be 1/6th of the basic salary for travel of 8 or more hours.
- 20.2. Notification of working away from base
- 20.2.1 When a musician is required to work away from his/her nominated base for a period of up to six weeks he/she shall receive a minimum of three weeks' notice.

## **Schedule B - Conditions Applying to all Musicians**

- 20.2.2 When a musician is required to work away from his/her nominated base for a period of more than six weeks he/she shall receive a minimum of five weeks' notice.
21. Method of payment  
All supplementary payments due to a musician shall be computed and paid monthly in arrears by bank transfer or BACS.
22. Special payments  
In circumstances deemed by the RSC to warrant special payment such payment may be the subject of negotiation between a musician and the Music Director.
23. Electronic Press Kits
- 23.1 Recordings for Electronic Press Kits are to be made and paid for as part of the working week. Spare sessions are to be made available within a salaried week, or payment of a pro rata session rate if five or less sessions are worked, or at the session rate if eight or more sessions are worked.

**SCHEDULE C - PAYMENTS APPLICABLE TO MUSICIANS ENGAGED BY  
THE RSC ON FULL-TIME CONTRACTS**

24. MINIMUM WEEKLY SALARY

- 24.1. The minimum weekly salary for a musician engaged by the RSC on a full-time contract shall be £ 607.40at first Monday in April 2013. Thereafter, the minimum weekly salary shall be reviewed on the first Monday in April 20 14 (hereinafter called "the review date").
- 24.2. In consideration of the minimum weekly salary as set out in 24.1. of this Agreement a musician shall work for a maximum of eight sessions to take place in any week.
- 24.3. In consideration of the minimum weekly salary set out in 24.1. of this Agreement a musician shall play at any given performance and/or rehearsal session a maximum of any two instruments of the same nominated Limited Family Group (as given in Appendix I to this Agreement) or in the case of a percussionist any two of the four groups categorised in 13.2.1 of this Agreement.
- 24.4. In consideration of the minimum weekly salary set out in 24.1. of this Agreement a musician shall as required perform his/her duties in view of audience and/or in costume and/or in make-up and/or from memory.
- 24.5. If the first week of a musician's engagement is for rehearsals only and does not start before Thursday he/she shall receive half of the minimum weekly salary as set out in 24.1. of this Agreement provided that he/she shall not be called for more than four rehearsal sessions.

## **Schedule C - Musicians on Full-time Contracts**

24.6. No salary shall be payable (and the weekly salary shall be apportioned accordingly) in respect of any day upon which the theatre in which the musician is playing is closed for reason of Act of God, Public Calamity, National Mourning, Fire, Strikes, Lock-out, disputes with employees or order of any public authority.

24.7. The minimum weekly salary shall be paid by bank transfer or BACS.

### 25. SUPPLEMENTARY PAYMENTS

#### 25.1. Additional Sessions

For each session worked (whether it be performance or rehearsal) in excess of eight in any one week a musician shall receive a payment of one-eighth of the minimum weekly salary.

#### 25.2. Sundays

If a musician is required to rehearse and/or perform on a Sunday he/she shall receive a payment of one quarter of the minimum weekly salary in respect of each rehearsal and/or performance session.

Sunday Travel shall be paid in accordance with clause 20.3.3. of this Agreement.

#### 25.3. Public Holidays

25.3.1 For each rehearsal and/or performance session worked on a Public Holiday a musician shall receive an additional payment of one-eighth of the minimum weekly salary.

25.3.2 Where the theatre in which a musician is playing is closed on any Public Holiday no deduction from the musician's salary shall thereby be made.

## **Schedule C - Musicians on Full-time Contracts**

### 25.4. Overtime on Sessions

#### 25.4.1 Overtime on a Rehearsal Session

For rehearsal sessions exceeding three hours duration a musician shall receive overtime at the rate of one eighth of the session rate for each additional period of fifteen minutes or part thereof (or one sixth of the session rate for each additional period of fifteen minutes or part thereof if the rehearsal is on a Sunday or Public Holiday).

#### 25.4.2 Overtime on a Performance Session

For performance sessions exceeding three hours duration a musician shall receive overtime at the rate of one twelfth of the session rate for each additional period of fifteen minutes or part thereof (or one sixth of the session rate for each additional period of fifteen minutes or part thereof if the performance is on a Sunday or Public Holiday).

25.4.3 For the purposes of calculating overtime the Music Director shall agree the duration of all rehearsals and performances with the recognised Band Steward who shall keep a written record of the times of all rehearsals and performances

### 25.5. After Midnight

25.5.1 For each period of fifteen minutes or part thereof of a session which takes place between midnight and 9.00am - there will be an additional payment of one twelfth of the session rate.

### 25.6. Short rehearsals

Payment for short rehearsals shall be at the rate of one-twelfth of the session rate for each period of fifteen minutes or part thereof. (If the short rehearsal is on a Sunday or Public Holiday this payment shall be one-sixth of the session rate.)

## **Schedule C - Musicians on Full-time Contracts**

### 25.7. Time required to put on costumes

When time required to put on costumes and/or make-up entails a musician arriving at the theatre between fifteen and thirty minutes before the starting-time of the performance he/she shall be paid one sixth of the session rate.

### 26. OFFICIAL HOLIDAY

26.1. A musician shall be entitled to twenty-four days' official holiday with pay in respect of each period of fifty-two weeks' service with the RSC. A musician shall also be entitled to eight annual designated public holidays as detailed in Clause 26.7.4 and Clause 26.7.5.

26.2. Two weeks of such official holiday ("nominated holiday") shall be taken at a time nominated by the RSC provided that a musician shall receive five weeks' notice of the commencement of such nominated holiday. A break of seven or more consecutive days during the period of the engagement shall be counted as part of the nominated holiday allowance provided that a musician shall receive a minimum of five weeks' notice of such a break.

26.3.1 A musician shall have the right to take two weeks (twelve days) of such official holiday ("proposed holiday") at a mutually convenient time proposed by the musician and with the prior approval of the Music Director provided that he/she arranges for the services of a deputy during such proposed holiday. "Proposed" holiday shall be taken either in units of one week, or as a single unit of one week plus six single day units. The RSC shall receive written notice of the commencement of a proposed holiday as follows: for a whole week's holiday - 5



## **Schedule C - Musicians on Full-time Contracts**

weeks notice; for a single day's holiday - one week's notice. The services of such a deputy shall be paid for by the RSC. Where a musician goes on a week's holiday which includes parts of two consecutive calendar weeks the six consecutive working days of that holiday shall be deemed to be a week and the musician's deputy shall be paid from the first session worked by the deputy in that week according to the provisions of Clause 29. If the holiday week requires the services of a deputy for more than five sessions, only one deputy may be contracted for that week. Where a musician takes six single days holiday the musician's deputy shall be paid at the session rate for not more than eight sessions during the six single days.

- 26.3.2 Single days "proposed holiday" may not be taken in any week in which the musician would be called for three or less sessions or when a musician is working away from base as part of a tour or residency.
- 26.3.3 For all performances of any one production, only one new deputy will be allowed.
- 26.3.4 The RSC will pay for one deputy to learn each production in order for the musician to take official holiday. The musician will agree with the MD in advance if the demands of the show require more than sit in.
- 26.4 In addition to the two weeks of proposed holiday as set out in clause 26.3 above the musician shall be entitled to one extra day of holiday to be attached to one proposed holiday week in each fifty-two week period which must be taken as holiday . Sessions worked on this extra day of holiday shall be paid at the session rate.
- 26.5. On the completion of five years' continuous service the musician shall be entitled to one additional week of proposed holiday as set out in Clauses 26.3.1-

### **3.Schedule C - Musicians on Full-Time Contracts**

- 26.6. Should the musician fail before the end of the thirty-ninth week of the engagement to propose a mutually convenient time within his/her engagement to take part or all of the proposed holiday referred to in 26.3. the RSC shall have the right to nominate such holiday in the manner provided for in 26.2.
- 26.7. If a musician is engaged on a full-time contract for less than fifty-two weeks' duration holiday entitlement shall be as follows:
- 26.7.1 The entitlement shall be at the rate of one day's official holiday with pay for each complete period of two weeks' service provided that the maximum entitlement shall be twenty-four days.
- 26.7.2 Half the official holiday entitlement due shall be nominated holiday as provided for in 26.2. of this Agreement.
- 26.7.3. The musician shall have the right to take half the official holiday entitlement due (in units of one week) at a mutually convenient time proposed by the musician as provided for in 26.3. of this Agreement.
- 26.7.4 A musician required to work on one of the designated public bank holiday will receive a holiday day off in lieu to be nominated by the RSC within six months of the designated bank holiday.
- 26.7.5 When a musician is not required to work on a designated public bank holiday that day will automatically become one of the annual public bank holidays due to them under Clause 26.1.

## **Schedule C - Musicians on Full-Time Contracts**

### **27. RETAINERS**

27.1. If a musician is not required to rehearse and/or perform for a period of more than two weeks (and is not during a period of official holiday in accordance with Clause 26.1. of this Agreement) during the course of a full-time contract or two successive full-time contracts the services of the musician may be retained by the RSC from the beginning of that week in accordance with the following conditions:

27.1.1 The musician shall receive not less than five weeks' notice of the minimum period during which the RSC intends to retain him/her.

27.1.2 The RSC shall pay him/her for the first two weeks of such a retainer period the full minimum weekly salary.

27.1.3 From the commencement of the third week of such a retainer period the RSC shall pay him/her a weekly sum equivalent to not less than half the minimum weekly salary;

27.1.4 A retainer period shall not exceed thirteen weeks.

27.2. A period during which a musician receives a retainer salary shall be considered part of a continuous engagement.

### **28. NOTICE OF TERMINATION OF ENGAGEMENT**

A musician's engagement hereunder shall be terminable by either party giving to the other on any Saturday not less than five weeks' notice.

**SCHEDULE D - PAYMENTS AND CONDITIONS APPLICABLE TO MUSICIANS**  
**ENGAGED BY THE RSC ON PART-TIME CONTRACTS.**

29. BASIC FEE

- 29.1. If a musician engaged by the RSC on a part-time contract plays up to five sessions in any week he/she shall be paid the part-time session rate for each session played.
- 29.2. If a musician engaged by the RSC on a part-time contract plays six or more sessions in any week he / she shall be paid the part time session rate as detailed in his / her individual contract. A minimum of six calls will be guaranteed during the first week of public performance.
- 29.3. In consideration of the payment as set out in 29.1. or as set out in 29.2. of this Agreement a musician shall play at any given performance and/or rehearsal session a maximum of any two instruments from the same Extended Family Group (as provided for in Appendix I of this Agreement) or one instrument (which defines the musician's Family Group) and one simple double from any Family Group, or in the case of a percussionist, any two of the four groups in 13.2.1.
- 29.4. In consideration of the payment as set out in 29.1. or as set out in 29.2. of this Agreement a musician shall as required perform his/her duties in view of the audience and/or in costume and/or from memory.
- 29.5. No fee shall be payable in circumstances defined in 24.6. of this Agreement.
- 29.6. All payments due to a musician engaged by the RSC on a part-time contract shall be computed and paid monthly in arrears by bank transfer or BACS.

## **Schedule D - Musicians on Part-time Contracts**

### 30. SUPPLEMENTARY PAYMENTS

#### 30.1 Additional Sessions

For each session worked (whether it be performance or rehearsal) in excess of eight in any one week a musician shall receive a payment per session of not less than £ 75.93.

#### 30.2. Sundays

30.2.1 If a musician engaged by the RSC on a part-time contract is required to rehearse and/or perform on a Sunday he/she shall receive twice the session fee (as described in 3.6.) in respect of each rehearsal and/or performance session.

30.2.2 A musician engaged by the RSC on a part-time contract who is required to work overtime on a Sunday session exceeding three hours duration or to take part in a short rehearsal on a Sunday shall receive a payment of one sixth of the session rate for each fifteen minutes or part thereof.

#### 30.3. Additional payments to a musician during a week in which the total number of sessions worked by the musician is five or less:

##### 30.3.1 Public Holidays

For each session worked on a Public Holiday - an additional payment equivalent to the part-time session rate.

## **Schedule D - Musicians on Part-time Contracts**

### **30.3.2 Overtime on a Rehearsal Session exceeding three hours duration:**

- (i) Monday to Saturday (excluding Public Holidays), for each fifteen minutes or part thereof - one eighth of the part-time session rate.
- (ii) Public Holidays - for each fifteen minutes or part thereof - one sixth of the part-time session rate.

### **30.3.3 Overtime on a Performance Session exceeding three hours duration:**

- (i) Monday to Saturday (excluding Public Holidays), for each fifteen minutes or part thereof - one twelfth of the part-time session rate.
- (ii) Public Holidays - for each fifteen minutes or part thereof - one sixth of the part-time session rate.

### **30.3.4 Short Rehearsals**

- (i) Monday to Saturday (excluding Public Holidays) - for each fifteen minutes or part thereof - one twelfth of the part-time session rate.
- (ii) Public Holidays - for each fifteen minutes or part thereof - one sixth of the part-time session rate.

### **30.3.5 Time to Put on Costume**

When the time required to put on costume and/or make-up entails the musician arriving at the theatre between fifteen and thirty minutes before the starting time of the performance - one sixth of the part-time session rate.

### **30.3.6 After midnight**

For each period of fifteen minutes or part thereof of a session which takes place between midnight and 9.00am - an additional payment of one twelfth of the part-time session rate.

## **Schedule D - Musicians on Part-time Contracts**

30.4 Additional payments to a musician engaged by the RSC on a part-time contract during a week in which the total number of sessions worked by the musician is six or more.

Payments will be as provided in Schedule C as follows:

30.4.1 Public Holidays - Clause 25.3.1.

30.4.2 Overtime on a Rehearsal - Clause 25.4.1.

30.4.3 Overtime on a Performance - Clause 25.4.2.

30.4.4 Short rehearsals - Clause 25.6

30.4.5 Time to put on Costume - Clause 25.8

30.4.6 After midnight - Clause 25.5.

30.5 For the purposes of calculating overtime the Music Director shall agree the duration of all rehearsals and performances with the recognised Band Steward who shall keep a written record of the times of all rehearsals and performances.

30.6. Method of payment

All supplementary payments due to a musician engaged by the RSC on a part-time contract shall be computed and paid monthly in arrears by cheque or bank transfer.

## **Schedule D - Musicians on Part-time Contracts**

### **31. PAYMENT IN LIEU OF OFFICIAL HOLIDAY**

- 31.1 A musician engaged by the RSC on a part-time contract shall receive payment at the rate of one-sixth of the minimum weekly salary (as defined in 24.1. of this Agreement) in lieu of each day's official holiday entitlement due to the musician for every sixteen sessions worked during the fifty-two weeks, provided that the maximum payment shall be in lieu of no more than twenty-four days' official holiday entitlement.
- 31.2 Subject to the completion of ninety-six sessions within a period of continuous employment not exceeding 52 weeks for five years, the musician will be entitled to holiday pay in further years subject to the completion of ninety-six sessions or more for each sixteen sessions worked at the rate set out in Clause 31.1 with an additional payment of one twenty-fourth of the minimum weekly salary. Further years when less than 96 sessions are worked will be subject to payments as set out in 31.1.
- 31.3 A part-time musician called to work on a designated public bank holiday will receive a holiday day off in lieu at the rate of 1/6<sup>th</sup> of the basic weekly salary.



## **SCHEDULE E - RSC/MU PENSION SCHEME**

### **32. FULL TIME MUSICIANS**

32.1 A musician engaged on a full time contract who wishes to join the RSC/MU Pension Scheme shall become eligible by completing 52 weeks continuous employment with the RSC between 1st June and 31st May in the following year. Details of the RSC/MU Pension Scheme may be obtained from the office of the Head of Finance.

### **33. PART-TIME MUSICIANS**

33.1 A musician engaged on a part-time contract who wishes to join the RSC/MU Pension Scheme shall become eligible by working 144 sessions between 1st June and 31st May in the following year.

Upon qualifying for and being admitted to the scheme the musician is then eligible for benefits on any future work.

Details of the RSC/MU Pension Scheme may be obtained from the office of the Head of Finance.

## APPENDIX I TO THE AGREEMENT BETWEEN THE RSC AND THE MU

### DEFINITION OF THE FAMILY GROUPS OF INSTRUMENTS

In consideration of the minimum weekly salary set out in 24.1. and 29.3 of this Agreement a musician shall play at any given performance and/or rehearsal session a maximum of any two instruments of the same nominated Limited Family Group as given below. Rates of payment for playing, if required, a third and subsequent instrument/s from the musician's own Limited Family Group and/or instruments from his/her own Associated Family Group and/or from an Extended Family Group other than his/her own are as given in 13.7. of this Agreement.

#### EXTENDED FAMILY GROUPS:

##### LIMITED FAMILY GROUP

- 1.1 Flute/Piccolo/Alto Flute
- 1.2 Oboe/Cor Anglais/Oboe d'amore
- 1.3 Clarinet (A and Bb)/Eb clarinet/Bass clarinet
- 1.4 Any Saxophone
- 1.5 Bassoon/Contrabassoon
- 1.6 Horn/Cor de chasse/Hand horn
- 1.7 Trumpet (Bb&C)/Trumpet (D&Eb)/Bugle
- 1.8 Trombone (Bb/F)/Valve Trombone/Bass Trumpet
- 1.9 Violin/Viola

##### ASSOCIATED FAMILY GROUP

- Any other transverse flute or fife.
- Ethnic oboe/any other related double-reed instrument/any Shawm.
- Alto Clarinet/Chalumeau/any other related single reed instrument/any Saxophone.
- Any clarinet/any related single-reed instrument.
- Dulcian/Rackett/any other related double-reed instrument/any Shawm.
- Buccina/Hand horn/Animal horn/any instrument played with a French Horn mouthpiece.
- Fanfare trumpet/Piccolo trumpet/Buccina/Animal horn/Post horn/Flugelhorn/Cornet/Bugle/any other instrument played with a Trumpet or bugle or Cornet mouthpiece.
- Alto Trombone/Bass Trombone/Valve Trombone/Bass Trumpet/Sackbutt/Buccina/Animal horn/any other instrument played with a Trombone mouthpiece.
- Rebec/Violin (tenor or treble)/1 string fiddle/any other bowed instrument of treble or tenor pitch/Bowed Psaltery.

1.10 Cello/Double Bass	Bass violin/any bowed instrument of bass pitch/Tea chest/Bowed psaltery/1 string fiddle/Tromba Marina
1.11 String Bass/Bass Guitar	
1.12 Acoustic Guitar/3 other nominated plucked fretted instruments	Lute/Lute guitar/Mandoline/Banjo/Balalaika/Ukulele/Guitar synthesiser/any other guitar/any plucked fretted instrument/Autoharp.
1.13 Electric Guitar/3 other nominated plucked fretted instruments	
1.14 Recorder (any)/Fipple flute (any)/Tabor pipe	Gemshorn/Any "Windcap" instrument.
1.15 Harp (orchestral/folk/ethnic/Lyre	Autoharp/Psaltery/Zither/any other related instrument.
1.16.3 nominated Keyboard instruments (including Synthesiser)	Any other keyboard instrument (including Synthesiser).
1.17 Accordion (button or keyboard)/Concertina	Any other related instrument.

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