



#### **4.5 Education and Outreach**

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

### **5. SCHEDULE**

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

The Society reserves the right to alter the firm schedule in cases of genuine emergency within this four week period and the Musician's agreement to perform engagements not included in the original Schedule will not be unreasonably withheld. (See clause 3.8 Cancellation of Playing Sessions)

- 5.2** The following situations outline occurrences when the Society would not make any additional payments resulting from schedule changes within the four week period.

5.2.1 A change of conductor or soloist due to indisposition requiring alterations to published repertoire, rehearsal schedules or performance(s).

5.2.2 Subject to prior agreement with the orchestra (see Clause 19.2):

- (a) any income generating performance opportunity for the Society, eg recording session or concert.
- (b) any publicity opportunity which would be limited to a 2 hr call

### **6. TIME OFF**

#### **6.1 Free Days**

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

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

#### **6.2 (Unpaid) Release from Contract**

The Musician is entitled to unpaid release from his/her sessional commitment for up to 10% of his/her sessions per working year (see clause 3.1). When





release from contract is granted the Musician will be responsible for the cost incurred by the Society to engage a suitable replacement as follows:

- 6.2.1 The Musician may select ten unpaid leave sessions in any one orchestral year (01<sup>st</sup> October to 30<sup>th</sup> September) that will be deducted from salary at the Musician's individual session rate.
- 6.2.2 For all other unpaid release sessions, the Musician will be responsible for all additional cost including travel, subsistence and statutory payments.

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

### **6.3 Natural Release Days**

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

### **6.4 Holiday Entitlement**

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

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

### **6.5 Public Holidays**

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

- 6.5.1 A public holiday may be given on the publicly designated date or on a date designated by the management as a day in lieu of a public holiday. In the event of having to work on a public holiday, a day in lieu will be given no more than 28 days before or after the said public holiday.
- 6.5.2 Days in lieu shall always be attached to not less than 1 pair of free days. A maximum of 2 days in lieu of public holidays may be added to one pair of free days; this restriction shall not apply when the public holiday is given on the publicly designated date.
- 6.5.3 The 25<sup>th</sup> and 26<sup>th</sup> December shall always be given as public holiday days.
- 6.5.4 In the event of a Musician having to work during Easter a period of 4 consecutive days will be scheduled as free days and lieu days no more than 28 days before or after the Easter period. The Society will give





musicians at least 6 months notice if they are required to work over the Easter Period.

- 6.5.5 Neither an actual public holiday nor a day nominated as a day in lieu of a public holiday shall count against the 6 free days, which must be provided in each 4 weeks.
- 6.5.6 In any week in which either a public holiday or a day in lieu of a public holiday is given, the playing hours or on-call hours covered by the basic salary shall be reduced by 5 hours and 3 hours respectively for each day of public holiday.
- 6.5.7 If a public holiday falls during a period of annual holiday a day in lieu shall be attached to the holiday period (either immediately preceding or immediately following it) without any additional free days having to be added.

## **6.6 Other Time Off**

The Musician is entitled to payment for sick leave, time off for maternity, paternity adoption, parental and family commitments as determined by employment law or as defined in the employee handbook.

## **7. REPERTOIRE**

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

## **8. MEDIA WORK**

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





## **9. TRAVEL AND SUBSISTENCE**

- 9.1** In the event of the Musician being required to play outside the location of the home base then the Society shall either provide transportation, accommodation, subsistence and portage or pay the appropriate costs in lieu of travel and subsistence subject to the following:
- 9.1.1 The Society shall be entitled to provide transportation, accommodation, subsistence and portage in lieu of any or all of the payments specified in Appendix B.
  - 9.1.2 The musician shall be entitled to require the Society to provide transportation, accommodation, subsistence and portage in lieu of all or any of the travel and subsistence payments.
  - 9.1.3 In the event of the Musician being required to travel abroad, subsistence allowances shall be payable according to a rate agreed on each occasion between the Society and the Musicians' Union.
- 9.2** Days on which the orchestra travels to a UK engagement shall comply with the following unless by prior arrangement with orchestra representatives.
- 9.2.1 Calls for work shall be between the hours of 8:00 am and 2:00 am. Should the musician be called before 8.00 am then an early start payment will be made as shown in Appendix B.
  - 9.2.2 Coach journeys scheduled as 2 hours or more shall have a 20-minute break.
  - 9.2.3 A period of 15 minutes shall be allowed at the end of a journey, before the Musician is required to play. (see clause 9.7)
  - 9.2.4 If the scheduled time of return to the home base is after midnight the Musician shall be entitled to receive a late night return allowance as shown in Appendix B. If the scheduled return time is after 2:00 am then the Musician will be entitled to an overnight allowance. See Appendix B
  - 9.2.5 If the Musician is called after 1.30 pm (for out of town engagements) then a single meal allowance is payable, a call before 1.30 p.m. attracts the two meal allowance. See Appendix B.
- 9.3** In the event that the Musician is required to play or rehearse within 125 miles road transport (see clause 9.5) from Philharmonic Hall then the Musician will be expected to return to base on the same day and transport will normally be provided by the Society.
- 9.4** The musician shall not normally be expected to travel for more than 250 miles in a day except in exceptional circumstances.
- 9.5** On not more than 5 occasions a year the figures in clauses 9.3 and 9.4 may be increased to 195 miles and 390 miles respectively. On these occasions the following day will, wherever possible be a Free Day or No Call Day. If however the orchestra is required to work on these days the maximum commitment will be a seating call and a repeat concert. It will also, wherever possible, be scheduled that the work commitment at the out of town venue will be a seating call/balance test and a pre rehearsed/performed programme.
- 9.6** Travel times will be included in the sessional commitment and will be calculated by using the agreed journey times allowing the coach to arrive 15 minutes before the scheduled rehearsal call (see clause 9.7) and normally two hours before a concert and leave 20 minutes after the end of the concert or final session.
- 9.7** There shall be allowed a 20 minute break on all coach journeys of 2 hours or more. In the event that a 20 minute break is missed due to unforeseen circumstances, road conditions etc. the arrival break in clause 9.2.3 shall be





extended to 25 minutes. If a one hour lunch break is scheduled to be taken on arrival at the venue then clause 9.6 will also not apply.

- 9.8** The Musician must ensure that he/she is adequately insured when using a private car in connection with employment under this Agreement. Further details of the requirements for using a private car appear in the Employee Handbook.

## **10. FOREIGN TOURING**

- 10.1** Work outside the United Kingdom (“foreign touring”) shall be deemed to part of the Musicians’ normal duties (as defined in clause 2.3 above). A request for the Musician to be released from his/her obligation to participate in an engagement by the Orchestra outside the United Kingdom, on the grounds of domestic situation, health or conscience will not be unreasonably refused. Should the Musician be permitted not to participate in an engagement abroad the Administration shall be entitled to arrange an exchange with an appropriate musician from another orchestra without loss of salary for the Musician.
- 10.2** A working party consisting of the MU Steward, members of the Orchestra Committee and the orchestra management shall be convened at the earliest opportunity to consider the terms and conditions of any proposed foreign tour.
- 10.3** At least six weeks prior to the commencement of a foreign tour the Society, the members of the Orchestra and the Musicians’ Union shall agree as far as possible all substantive arrangements concerning the tour schedule, the type and location of accommodation, the methods of travel, the subsistence payments and the main details of the itinerary, although subsequently the itinerary may be subject to minor amendment for legitimate logistical and operational reasons.
- 10.4** The Society may require the Musician not to participate in a foreign tour without the musician suffering any deduction in salary.
- 10.5** The Society shall ensure that the Musician has adequate insurance cover with regard to health and cover for death, disablement, medical expenses and treatment arising during or as a result of the tour is no less favourable than his/her position when in the UK. Nothing herein shall impose upon the Society an obligation to meet the cost of any treatment that could have been foreseen by the Musician before the tour, nor any obligation to maintain or extend to overseas any private UK medical insurance that the Musician may have. The Musician shall inform the Society of any pre-existing or recently diagnosed medical condition that could affect his/her ability to undertake the foreign tour.
- 10.6** Prior to the commencement of any foreign tour, the Musician shall ensure that he/she is in possession of a valid passport, the expiry date of which must not be less than 6 months from the date of the return to the UK at the end of the tour, and where applicable, a valid European Health Insurance Card. The cost of any necessary visas and vaccinations advised by the F.C.O. will be borne by the Society.
- 10.7** The Society shall, throughout the tour, insure the Musician’s instruments at the value for which they are insured in the UK and shall also insure his/her clothing and suitcase up to an agreed limit (ie. Not cameras, jewellery or cash).
- 10.8** On-call hours on tours abroad shall only be time spent in rehearsal, performance and travel and shall exclude all meal breaks. During a tour abroad the schedule may be amended, in cases of emergency, at less notice than that prescribed in Clause 5 without incurring additional payments so long as the actual numbers of hours worked are not increased. In the event that the actual numbers of hours worked exceeds that allowed for the whole tour on the Schedule, overtime will be paid at the relevant rate.





- 10.9 Free days on tour will be designated as No Call days and will not count against the annual allocation of free days specified in clause 6.1.

## 11. CAPABILITY PROCEDURE

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

## 12. COMPANY POLICIES AND PROCEDURES

- 12.1 The Society operates an Employee Handbook which contains all the Company Policies and Procedures relevant to the Society. These Policies and Procedures may be subject to change from time to time in agreement with the MU. The Musician will be issued with a copy of the Employee Handbook upon commencing employment and will be expected to familiarise his/herself with these Policies and Procedures and abide by their content.

- 12.2 The following Policies and Procedures, which appear in the Employee Handbook, are an integral part of these terms and conditions of employment:

12.2.1	Disciplinary & Grievance
12.2.2	Sickness, Accident & Other Absence
12.2.3	Family Policies: maternity, paternity, adoption & parental leave
12.2.4	Equal Opportunities
12.2.5	Health & Safety
12.2.6	Recruitment & Appointment
12.2.7	Illegal Working
12.2.8	Child Protection "Playing Safe"

## 13. PENSION

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

## 14. INDEMNITY/EXCLUSIVITY

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

## 15. EMPLOYER'S LIABILITY

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





## **16. PERSONAL PROPERTY**

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

## **17 HEALTH AND SAFETY**

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

## **18. TERMINATION OF EMPLOYMENT**

### **18.1 Notice Period**

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

### **18.2 Deductions from Final Salary**

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



**19. ALTERATION OF TERMS AND CONDITIONS**

**19.1** These Terms and Conditions may be altered from time to time by agreement between the Society and the Musicians' Union. The terms of any proposed alterations will be duly notified to all Musicians.

**19.2** Matters within these Terms and Conditions which require the agreement of the Orchestra (eg clauses 4.3 and 5.2.2), or the occasional temporary minor variation to these Terms and Conditions which may be proposed from time to time, shall be decided by a simple majority vote of those members of the Orchestra affected by the decision who cast a vote.

**20. AGREEMENT**

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

Signed:

**On behalf of the RLPS**

Date: February 2014

Michael Eakin  
Chief Executive

Signed:

**On behalf of the Musicians' Union**

Date: February 2104

Bill Kerr  
National Organiser, Orchestras





## APPENDIX A

### ORCHESTRA SALARIES

Salary Band	2013 / 2014	
	Increment	Per session
<b>Section Leader</b>	£38,420	£87
<b>Associate Principals</b>	£35,108	£80
	£34,777	£79
	£34,114	£78
<b>Principals</b>	£33,783	£77
	£33,121	£75
	£32,458	£74
<b>Sub-Principals</b>	£30,868	£70
	£30,538	£69
	£30,206	£69
<b>Section Players</b>	£28,881	£66
	£28,219	£64
	£27,556	£63

On call hours in excess of 40 per week will be paid at £15.00 per hour in quarter hour units subject to the terms laid out in clause 4.3.





## **APPENDIX B**

### **SUBSISTENCE PAYMENTS**

Effective from 1<sup>st</sup> April 2013 to 31<sup>st</sup> March 2014

**2013/2014**

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#### **Accommodation:**

Overnight Subsistence	£61.90
Within M25 (additional)	£19.90

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#### **Meal Allowance(s):**

One Meal Allowance	£14.00
Two Meal Allowance	£21.00

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#### **Late Night return:**

Midnight – 0030	£4.85
0031 – 0100	£9.65
0101 – 0130	£14.50
0131 - 0200	£15.00

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#### **Early Start Payment:**

Departure before 8.00 am	£3.10 per half hour
	With minimum of £6.15

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

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





## APPENDIX C

### RELEASE SCHEME

#### A. UNPAID RELEASE FROM CONTRACT

1. Under the unpaid release from contract scheme (see clause 6.2), the Musician will be entitled to release of up to a maximum of 10% of his/her annual sessional commitment in each working year.
2. All such release will be at 100% of the appropriate rate per session and any additional expenses and statutory payments incurred by the Society in the engagement of a suitable replacement will be met in full by the player.
3. After unpaid release from contract has been agreed, a musician will not be required to play in the event of sickness in his or her section, or *force majeure*. However, if the musician agrees to play during unpaid release from contract, then replacement release from contract will be allocated.
4. An early application for unpaid release will ensure a greater chance of it being agreed and enable the Society to keep any additional costs to a minimum.

#### B. NATURAL RELEASE DAYS

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