

**TERMS AND CONDITIONS OF EMPLOYMENT
FOR MUSICIANS IN THE
HALLÉ ORCHESTRA**

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(i) Preamble

This Handbook contains terms and conditions of employment for Musicians employed by the Hallé Concerts Society who have been offered and subsequently accepted the incorporation of the collective agreement currently in force between the Society and the Musicians' Union.

The society recognises the Musicians' Union as the sole representative organisation for Musicians and strongly recommends the Musician to become or remain a member of the Union.

The current collective agreement is approved by the Board of the Society. The incorporation of "such collective agreement that is currently in force" into an individual Musician's contract of employment will have the effect that the making of any new agreement between those parties will vary the terms under which the Musician is employed.

Wherever possible the language is simple. There are times however where it has been necessary to use more formal wording. Any members of staff wanting further explanation should contact the Society's Chief Executive.

(ii) Definitions

"The Society" means the Hallé Concerts Society Limited which is based at The Bridgewater Hall, Manchester, M1 5HA.

"The Board" means the Board of Directors of the Society.

"The Administration" means the clerical and administrative staff and function of the Society.

"The Orchestra" means the Hallé Orchestra.

"MTCEs" means this Agreement i.e. The Terms and Conditions of Employment for Musicians in the Hallé Orchestra.

"The Musician" means any musician employed under this contract of employment.

"On Call Day" means any day on which the Musician must be available to attend scheduled rehearsals and performances and be contactable for up to 30 minutes after the scheduled starting time for the rehearsal or performance or the departure time of the coach or train for out of town engagements.

The headings to the clauses are for convenience only.

1 Place of work

- 1.1 The Society's home base is:
The Bridgewater Hall
Manchester
M1 5HA
- 1.2 The Musician will be required to attend for rehearsals, performances and other commitments identified under clause 2 at the home base and at other venues as required by the Society and notified to the Musician in advance.

2 Duties and Responsibilities

- 2.1 The Musician will be required to rehearse and perform for public concerts, sound recording and broadcasting, film and video recording, television and other such additional engagements as shall be determined by the Society and notified to the Musician.
- 2.2 The Musician shall be in his or her place and be ready to play at the time fixed for the commencement of the rehearsal or performance and shall not be absent for any part of such rehearsal or performance without first obtaining the consent of the Orchestra Manager.
- 2.3 The structure of responsibilities within the orchestra will be as indicated in Appendix A.
- 2.4 Players engaged as Section Leader or Principal will be required to play section leader or principal parts in their respective instrumental group and will play obbligati or continuo if required.
- 2.5 Players engaged as Section Leader, Principal or Sub Principal will be required to play Chamber Music. Chamber Music is defined as music for 13 or fewer players where each player is required to play an independent line.
- 2.6 The Musician may be required to attend a meeting or photo session called by the Administration. If this is scheduled as a sessional commitment (either in part or as whole) (see Section 3) attendance is then compulsory.
- 2.7 The Orchestra will be required to appear at all engagements attired in a manner appropriate to the engagement. Normal concert dress is Tails/Long black dress unless indicated on the Schedule.
- 2.8 The Leader has overall responsibility for orchestral discipline whilst the Orchestra is in rehearsal or performance.
- 2.9 Section Leaders are responsible for the players within their section in all matters concerning discipline within the Orchestra during rehearsal and performance.
- 2.9.1 Section Leaders will be required 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 also be required to attend meetings from time to time with the Administration and Music Director.
- 2.11 Section Leaders will be required to attend auditions for posts within their own section.
- 2.12 The Music Director will have ultimate responsibility to maintain playing standards within the Orchestra.

3 Hours of work

- 3.1 The Society's working year will be calculated from 1st October to 31st September the following year. The working week shall run from Monday through to Sunday.
- 3.2 The Society will observe the requirements of the Statutory Working Time Regulations (a copy of which can be seen in the Administration Office) and the Musician will not be required to exceed its provisions.
- 3.3 The Society may call on a player's services for a basic week of 40 on call hours.
- 3.4 On call hours shall be calculated:
- 3.4.1 within a radius of 7 miles from the Bridgewater Hall or 'moving base' (see 3.4.3.) by totalling the scheduled duration of rehearsals and performances, or travel to or from the "moving base".
 - 3.4.2 outside a radius of 7 miles from the Bridgewater Hall (or moving base) from the time of first call departure of the (City Centre) coach or train until the agreed time of return. This will be established by agreement of standard journey times to venues regularly visited by the Orchestra. Agreement on journey time for new venues will be reached between the Administration and the Orchestra and any journey time may be reassessed in the light of changing circumstances. While there is no agreement on a journey time the return time shall be calculated in the Schedule (as defined in 4.1) by taking the time for the outward journey and deducting meal breaks.
 - 3.4.3 on tour by the creation of a 'moving base' by the payment of subsistence or provision of accommodation to provide a temporary home base for the Orchestra.
- 3.5 The Musician's playing commitments will be calculated as follows:
- 3.5.1 The basic unit of work will be a "session"
 - 3.5.2 The Musician will be required to work a maximum of 430 sessions in a year.
 - 3.5.3 A session will not be longer than 3 hours and may be:
 - A concert
 - A rehearsal
 - Or any combination of the following:
 - A schools or family concert and associated rehearsal
 - A recording session
 - Any other playing session (e.g. a composers' workshop)
 - A training session
 - A dedicated photo call for the Orchestra
 - A meeting called by the Administration
 - 3.5.4 For the purposes of calculating credited playing hours, rehearsal periods and studio recording sessions will be credited according to their pre-determined duration. Concerts and live recording sessions will be credited as 3 hours although such concerts and live recordings will normally be planned to be of approximately 2 hours duration.
 - 3.5.5 The number of playing hours in any one day will not exceed 6.
 - 3.5.6 The number of sessions in any one day will not exceed 2 except on not more than 10 occasions a year when not more than 4 sessions aggregating not more than 6 playing hours may be credited as 2 sessions. On call hours will be credited from the beginning of the first call to the end of the last call of the day on these 10 occasions. 3.5.4 shall not apply where this clause 3.5.6 applies.
 - 3.5.7 The maximum number of sessions in any 6 consecutive working days will normally be 12 but on no more than three occasions a year the Orchestra may be required to take part in rehearsal or performance in a maximum of 16 sessions on 8 consecutive days.
 - 3.5.8 Credited playing hours will not exceed 31 in any given week.

- 3.5.9 The Musician will not be required to undertake 2 sessions at the home base separated by more than three hours in any one day on more than one occasion per contract week except for 6 occasions per contract year. If this limit is exceeded, on call hours will be credited from the beginning of the first session to the end of the last session on the day. This clause will not apply to foreign touring.
- 3.6 Outside the home base the interval between the end of rehearsal and concert shall normally be two hours. Should the Administration schedule a longer interval the additional hours away from base will count as on call hours. Should the orchestra request a shorter interval on call hours will be reduced accordingly.
- 3.7 For rehearsals of 1.5 hours or less duration no break is required
- 3.8 During all rehearsals in excess of 1.5 hours duration, a break shall be called around the mid-point of the rehearsal. Players will not normally be expected to play for more than 1.75 hours without a break.
- 3.8.1 For rehearsals in excess of 1.5 hours but not exceeding 2 hours a 10-minute break will be given.
- 3.8.2 For rehearsals exceeding 2 hours a 15-minute break will be given.
- 3.8.3 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.
- 3.9 If the scheduled time of return to the home base is after midnight the Orchestra 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 before the next orchestral call.
- 3.10 The break between rehearsals shall be a minimum of one hour unless agreed in advance with the orchestral committee.

4 The Commitments Schedule

- 4.1 The Musician shall be supplied with a firm list of dates of engagement not less than 3 working weeks in advance of any of the engagements. This may be subject to alteration in an emergency and the Musician's agreement to perform engagements not included in the original Schedule will not be unreasonably withheld.
- 4.2 Rehearsal orders will be indicated on the schedule or on the orchestral notice board. These are for the convenience of the Musicians concerned and may be changed within the allocation of scheduled hours without the payment of overtime.

5 Salary

- 5.1 The Musician will be paid in accordance with the number of Sessions worked multiplied by the Session Rate. Full details are provided in Appendix B.
- 5.2 Salary will be paid on a four-weekly basis, three weeks in advance and one in arrears in accordance with the four-weekly proportion of the Musician's guaranteed annual sessions.

- 5.3 Without prejudice to the rights of the Society to make adjustments at any time, adjustments for overtime and additional session payments or deductions for sessions not worked will be made in the following pay period.
- 5.4 The Society will make deduction of income tax, National Insurance contributions and any other authorised deduction. Payment is normally made by credit transfer to the Musician's nominated bank account.
- 5.5 The Musician will be given a payslip when salary is paid and this will show how pay has been calculated.
- 5.6 The Society will review remuneration from April 1st each year although it is not under any duty automatically to increase pay at such times.
- 5.7 The Musician will qualify for an annual long service award after 10 years continuous service with the Society which will increase after 20 and then again after 30 years continuous service. These payments are outlined in Appendix B. After 20 years continuous service the Musician will be entitled to 3 months paid sabbatical leave. This leave may be taken in three separate blocks. The Musician must give 9 months notice in writing in advance of a period of sabbatical leave. Musicians in the String Section will qualify for paid release from their sessional commitment after 10 years continuous service with the Society (10 sessions) and an additional award after 20 years service (increasing to 20 sessions). Up to 50% of these sessions may be chosen by the Society in blocks of not less than 4 sessions.
- 5.8 For the purposes of calculating sickness pay, maternity and paternity pay, sabbatical leave pay and pay in lieu of notice a musician's weekly pay will be deemed to be their annual session guarantee divided by 52 and their daily rate the annual session guarantee divided by 260.

6 Overtime

- 6.1 Outside the conditions outlined in clause 3, the Musician may be required to work a reasonable amount of overtime subject to the following conditions:
- 6.2 Scheduled on call hours in excess of 50 in one week or credited playing hours in excess of 36 in one week will need to be agreed by the Orchestra.
- 6.3 Overtime payments will be made on rehearsals if they continue beyond the scheduled time, regardless of the number of hours worked in a week.
- 6.4 Overtime payments will be made if rehearsal or performance exceeds:
3 hours in any one session
6 hours in a day
or
31 credited playing hours in a week.
- 6.5 If a performance lasts longer than 3 hours, overtime will be paid at one sixth of a session rate in quarter hour units. (The end of a performance is defined as when the Leader finally leaves the stage). Overtime not exceeding 15 minutes on a final rehearsal will be paid as one sixth of a session rate regardless of the hours in the day or week. If a rehearsal should last longer than its scheduled time, overtime will be paid at one eighth of a session rate in quarter hour units.
- 6.6 Performance and rehearsal time over 6 hours per day or 31 hours per week will be calculated in quarter-hour units and paid at the rate of one eighth of the Session Rate.
- 6.7 Overtime paid under one heading shall not be payable under any other.

6.8 On call overtime will be paid at rates outlined in Appendix B.

7 Sitting up payments

7.1 Musicians may be temporarily transferred, for any performance or rehearsal from their normal position to a position rated for higher pay under the Society's salary structure as identified in Appendix A. If this is one position (e.g. Tutti to Sub Principal) no additional payment will be made for up to 60 sessions in any contract year. (In exception, 2nd violin Tutti players sitting No. 3 will be entitled to the relevant sitting up payment) For any sessions in excess of 60 in any contract year, the transfer will be by agreement with the Musician and the Musician will be paid for the relevant additional sessions at the higher session rate applicable to the position to which they are transferred. If a player is moved two positions (e.g. Tutti to Principal) then the Musician will be paid for the relevant sessions at the higher Session Rate applicable to the position to which they are transferred. If a Musician is required to cover planned long- term absence such as Maternity Cover, additional arrangements will be agreed with the Concerts Director in advance of the transfer.

8 Pension

8.1.1 The Society operates a Group Personal Pension Scheme. Details are contained in Appendix K.

9 Sickness absence

9.1 Please see Appendix C.

10 Other Absences, Deputies & On Call Days

10.1 The Musician may take time off from his or her sessional commitment for up to 10% of their sessions a year.

10.2 A Musician who wants time off must apply in writing to the Orchestra Manager. Absence will be at the Administration's discretion.

10.3 Permission for time off will not be unreasonably withheld.

10.4 When time off is granted the Musician will not be paid for the sessions not worked.

10.5 During such absence the Society may engage at its own expense a deputy in the Musician's place.

10.6 Players asked to be on an "on call day" (see definitions) will be credited all sessions for the day they are required to stand by. On call hours will only be credited if the player is required to play. The Musician must be available to attend the scheduled commitments, and be contactable, up to 30 minutes after the scheduled starting time of the scheduled session or the departure time of the coach or train for out of town engagements.

10.7 The Leader and Co-Leader share the responsibility of leading the Orchestra, and will be allowed time off under separately negotiated agreements.

11 Free days, holidays and holiday pay

- 11.1 The Musician will be allowed 99 free days per annum – plus extra days equal in number to the Public Holidays for the year in question the allocation of which will fall within the following limits:-
- 11.1.1 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 year, there can be up to 8 consecutive days involving performance or rehearsal within not more than 10 on-call days. In these exceptional cases, 2 consecutive free days (taken from the total entitlement) must be scheduled immediately before or after the on-call period. These periods will not normally run consecutively but if required to do so will be the subject of discussion with the Orchestra Committee.
 - 11.1.2 At least 30 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 30.
 - 11.1.3 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.
 - 11.1.4 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 4 occasions per annum, however, a free day can follow a return time of up to 00.30 am provided that 36 hours elapse from the return time to the time of the Musician's next call.
 - 11.1.5 A day in lieu of a public holiday shall normally be given within a period of 40 days prior or subsequent to the date of that public holiday except that this period shall exclude any days when the Orchestra is on a foreign tour. This 40 day limitation shall not apply to any special or new public holiday declared by the Government within 18 months of the public holiday.
 - 11.1.6 A public holiday may be given on the publicly designated date or on a date designated by the administration as a day in lieu of a public holiday.
 - 11.1.7 Days 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.
 - 11.1.8 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 weeks.
 - 11.1.9 In any week in which either a public holiday or a day in lieu of a public holiday is given, 6 hours will be deducted from the available on call hours for the week for each day of public holiday and 2 sessions credited.
 - 11.1.10 If a public holiday falls during a period of annual holiday, a day in lieu will be attached to the holiday period (either immediately preceding or immediately following it) without any additional free days having to be added.
 - 11.1.11 Christmas Day, Boxing Day and Good Friday shall always be designated as free days. (See Appendix T)
 - 11.1.12 In any contract year containing one or more tours outside the UK, up to 4 of the 99 free days in clause 11.1 above may be counted as travel days to and from the tour destinations.
- 11.2 In addition to the allocation of free days, the Administration will also allocate a minimum of 35 days each year as the Orchestra's annual leave. The Musician's session rate is calculated to include this paid annual leave entitlement. The holiday year will commence on 1st October. At least 28 of the 35 days' holiday shall normally be given consecutively. Any holiday period of 7 consecutive days or less that the Administration allocates to the Musician shall have a pair of consecutive free days attached to it.
- 11.3 Where the Society wishes to divide the holiday other than above, this will need to be by agreement between the Administration and the Orchestra.

11.4 The Administration will identify and set at least three consecutive weeks of the holiday period no less than nine months in advance of its commencement. No less than three months notice of all other holiday periods will be given.

12 Travel

12.1 This section only applies if the Musician is obliged to attend a commitment outside a radius of 7 miles from the Bridgewater Hall.

12.2 In the event that the Musician is required to play or rehearse within 125 miles road transport (*see clause 12.8*) from the Bridgewater Hall then the Musician will be expected to return to base on the same day and transport will normally be provided by the Society.

12.3 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 and one hour before a concert and leave 15 minutes after the end of the concert or final session.

12.4 There shall be allowed a 15 minute break on all coach journeys of 2.5 hours or more except where the coach has proper toilet and refreshment facilities.

12.5 The Musician will not be expected to travel in a bus for more than 250 road miles (*see clause 12.8*) in a day except in exceptional circumstances.

12.6 Any Musician using a private car should seek prior consent from the Orchestra Manager and ensure that they are adequately insured for the journey.

12.7 Where the Administration requires the Musician to use his/her own car, mileage will be paid at the relevant rate (see Appendix B).

12.8 On not more than 5 occasions a year the figures in clauses 12.2. and 12.5 may be increased to 150 miles and 300 miles respectively

13 Expenses

13.1 In the event of the Musician being required to play or rehearse outside a radius of 7 miles from the Bridgewater Hall, the Administration shall either provide transport for players and instruments or pay the appropriate second class rail fare and the actual cost of portage for any heavy instrument involved.

13.2 Additional Payments for which the Musician may qualify are identified in Appendix B.

13.3 Arrangements for accommodation and any additional payments for journeys over 125 road miles (*see clause 12.8*) from the Bridgewater Hall will be subject to agreement by the Administration and Orchestra.

14 Foreign Touring

14.1 The Society and the Musicians' Union shall agree in advance all substantive arrangements concerning schedule, itinerary, travel, health and travel insurance, accommodation and additional payments for engagements outside the United Kingdom.

14.2 Any Foreign touring agreement under clause 14.1 shall be binding on all Musicians.

14.3 The Society may call the Musician's services for a basic week of 50 on call hours in a week involving a tour of not less than 2 concerts outside the UK without additional payment.

14.4 The Musician is responsible for holding, and travelling with, a current valid passport.

14.5 Other provisions for Foreign Touring are outlined in Appendix H.

15 Media

15.1 In the event of the Musician being required to perform or rehearse for sound file or video recording, sound broadcasting, television or any other form of audio and / or visual media, for the avoidance of doubt, this comes within the main duties of the Musician and all performance rights are vested in the Society.

15.2 The Musician shall receive an appropriate proportion of the Orchestra Media Dividend where due, as detailed in Appendix R.

15.3 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 Hallé, shall be paid at the current appropriate MU rate less the appropriate Hallé session rates subject to the Musician receiving no less than his/her Hallé session rates. Any fee paid to the Society for this work shall not form part of the Net Media Income calculated in Appendix R.

15.4 The secondary use of partial extracts from existing Hallé-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the Hallé shall not be deemed to be included under the terms of Clause 15.

15.5 Any public concert given by the Orchestra may, without additional payment to the Musician, be the subject of sound and/or visual recording for archive purposes. If any commercial use is made of the recording, it will fall within the Orchestra Media Dividend outlined in 15.2 in the year in which the Society or a third party first broadcasts or releases it onto the commercial market.

15.6 The Society will not be allowed to use any recording made under clause 15 in any action taken under Appendix F of this Agreement (Performance Appraisal Procedure).

16 Conflict of interest

16.1 The Musician should not accept any engagement which conflicts with the interests of the Society. If players are in any doubt whether or not this is the case they must check with the Administration.

17 Appointments

17.1 Please see Appendix T

18 Musician's performance

18.1 Please see Appendix F

19 Changes to personal circumstances

19.1 The Musician must notify the Administration promptly of any change in personal circumstances that could affect their employment, for example a change of address or bankruptcy.

20 Maternity, paternity, parental leave etc. and pay

20.1 Please see Appendix D.

21 Compassionate leave

- 21.1 Musicians are allowed to be absent from their scheduled commitments for up to 5 days on full pay in the event of the death of a member of their immediate family.
- 21.2 All requests for absence for compassionate leave will be viewed sympathetically by the Administration.

22 Society Property

- 22.1 Musicians must take proper care of any documents (including music) or property belonging to the Society or which is entrusted to them for the performance of their duties. They must not take photocopies of any Society documents without prior authorisation. Similarly they must not use the materials or equipment of the Society for any unauthorised work or use.
- 22.2 Upon the ending of employment for any reason whatsoever Musicians must immediately return all documentation (including copies) and any other property belonging to the Society which may be in their possession or under their control.

23 Statements

- 23.1 Musicians must not make public statements that are damaging to the interests of the Society. Failure to comply with this provision will result in disciplinary action.

24 Personal property

- 24.1 If a Musician brings any vehicle or other personal property on to Society 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.

25 Health and Safety

- 25.1 The Health and Safety of all employees and visitors is extremely important to the Society. Whilst at work Musicians must take reasonable care for the health and safety of themselves and others who may be affected by their work. They must always conform to any relevant safety regulations or orders. Failure to adhere to this may result in disciplinary action.
- 25.2 The Society's Health and Safety policy is contained in Appendix L.

26 Working with children, young people and vulnerable adults

The care and safety of children, young people and vulnerable adults working with the Hallé is extremely important to the Society. Musicians are required to be familiar with, and work under, the Hallé's policy and code of practice outlined in Appendix Q.

27 Disciplinary and Grievance issues

- 27.1 Please see Appendices E and G respectively.

28 Notice of termination of Employment

- 28.1 For all Musicians with less than 1 years' service the notice given to terminate employment is 4 weeks. Any such notice must be in writing and the Society would be obliged if the musician would state his or her reasons.

28.2 For all Musicians with more than 1 years' service the notice given to terminate employment is 13 weeks. Any such notice must be in writing and the Society would be obliged if the musician would state his or her reasons.

28.3 If notice of termination of employment is given by either party the Society will have the right to require the employee to stay away from work places during the notice period.

29 Pay in lieu of notice

29.1 On serving notice for any reason to terminate appointments the Society shall be entitled to pay a Musicians salary for the period equal to the entitlement to notice.

29.2 The Society may elect to continue to pay a Musician basic salary whether or not he/she is required to perform all or any of his/her duties during the notice period.

30 Alteration of terms and conditions

30.1 These terms and conditions of employment 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, who shall be deemed to have accepted the relevant alteration whether or not they are members of the Musicians' Union.