



City of Birmingham
Symphony Orchestra

CITY OF BIRMINGHAM SYMPHONY ORCHESTRA / MUSICIANS' UNION

STANDARD CONTRACT

**With effect from 1 November 2018
(listed salaries correct from 1 April 2018)**

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DEFINITIONS

'Agreement' means the CBSO/MU Standard Contract.

'Company' means the City of Birmingham Symphony Orchestra.

'Orchestra' means the collective musicians of the City of Birmingham Symphony Orchestra.

'Working Hours' means the sum total of all Compulsory Call Hours, Compulsory Training Hours and On Call Hours.

'Compulsory Call Hours' means time for rehearsal, performance, recording sessions or All Employee meetings.

'Compulsory Training Hours' means time for training up to an additional 12 hours per year (reduced pro rata for those on reduced contracts).

'On Call Hours' means travel time, captive time between sessions i.e. not Compulsory Call Hours.

'Weekly Salary' means 1/52nd of the Musician's annual salary 'Year' and 'Annum' mean the 12 month period from 1 April to 31 March.

CITY OF BIRMINGHAM SYMPHONY ORCHESTRA / MUSICIANS' UNION

STANDARD CONTRACT

PREFACE

It is agreed between the City of Birmingham Symphony Orchestra (the Company) and the Musicians' Union (the MU) that this standard contract represents the minimum terms and conditions agreed collectively between the Company and the MU for salaries and conditions for musicians working in the City of Birmingham Symphony Orchestra (the Orchestra).

Signed:



on behalf of
City of Birmingham Symphony Orchestra

Stephen Maddock
Chief Executive
CBSO

Date: 27/11/18



on behalf of
The Musicians' Union

Bill Kerr
National Organiser, Orchestras
Musicians' Union

Date: 03.12.2018

An Agreement made this day of *[insert date]* between *[insert name]* (Director of Concerts) duly authorised for and on behalf of the CBSO (hereinafter called 'the Company') on the one part and *[insert name]* of *[insert address]* hereinafter called 'the Musician' on the other part.

Whereby it is agreed as follows:

1 APPOINTMENT

Upon and subject to the terms and conditions hereinafter contained, the Company hereby employs the Musician and the Musician hereby accepts employment commencing on *[insert date]* to play for the said Company in the City of Birmingham Symphony Orchestra (hereinafter called 'the Orchestra') or in any combination selected there from as the Company may desire and to perform other duties as may be deemed appropriate under the terms of this agreement.

Employment with previous employers does not count as part of your period of continuous employment with this Company.

There is no probationary period.

The Musician is engaged as *[insert position]* also playing *[insert instrument(s)]* as required. The Company can also request the Musician to play *[insert instrument(s)]* but the appropriate Special Instrument Fee will be paid in each case.

2 SALARY

- (a) In consideration of the services and conditions rendered and undertaken by the Musician under this Agreement the Company shall pay the Musician a salary at the rate of *[insert salary]* per Annum payable monthly on or before the 15th day of each month (50% in arrears and 50% in advance), which shall be subject to increase according to the loyalty payments agreed between the Company and the MU. For current terms see Appendix A.
- (b) Recognition of loyalty will take effect from the anniversary of the date of the Musician's appointment.
- (c) The Company reserves the right to make deductions from your salary in respect of overpayment of remuneration, expenses, emolument or any other payment in excess of your contractual entitlement, outstanding loans, disciplinary decision, holiday taken in excess of annual entitlement, industrial action or other payments. In the event of your leaving your employment outstanding monies due in respect of any of the above will be deducted from your final salary payment. Deductions from salary will always comply with sections 13 to 27 of the Employment Rights Act 1996.

3 BASE

The Orchestra's base shall be CBSO Centre, Berkley Street, Birmingham B1 2LF. For the purposes of scheduling the Central Point shall be taken as Birmingham Town Hall.

4 DUTIES

- a) The Musician shall attend for performances, rehearsals, all employee meetings and training at such times and places as shall be determined by the Company from time to time. In addition, the Musician shall perform for film and video recording, sound file, gramophone recording, sound broadcasting, television and such other additional engagements as may be agreed between the Company and the MU.
- b) The Musician may fulfil additional non-playing duties within the terms of this contract under the Working Credits system
- c) The Musician shall be in his/her place and ready to fulfil their duties at the commencement of the engagement and shall not be absent for any part of such engagement without the consent of the Company first having been obtained.

- d) The Musician shall appear at all engagements attired in a manner appropriate to the engagement wearing such suitable evening dress clothes or other clothes as are acceptable to the Company for the particular engagement.
- e) The Musician shall abide by all reasonable instructions given to him/her by the Company.

5 HOURS

- a) In consideration of the payment to the Musician of the salary specified in Clause 2 and any additional payments due under this Agreement and subject to the exceptions under Clauses 6 and 7, the Company shall be entitled to call upon the Musician for a basic week of 40 Working Hours of which not more than 25 shall be Compulsory Call Hours.
- b) Compulsory Call Hours will be any scheduled Working Hours during which the musician is required to play in the orchestra or attend compulsory All Employee Meetings (maximum of 6 meetings per annum). This may include playing in other associated ensembles when programmed within the orchestral schedule. Work delivered under the Working Credits system is not included in the scheduled Working Hours. On Call Hours will be travel time and captive time between rehearsal and concert away from the home base.
- c) Working Hours shall be calculated as follows:
 - (i) Within the City of Birmingham by totalling the Compulsory Call Hours (subject to the provisions governing overtime calculations);
 - (ii) outside the City of Birmingham by totalling the On Call Hours and Compulsory Call Hours from the time of the first call - departure of coach or train from the Central Point - to the scheduled time of return to the Central Point established as below:
 - (a) The return times for specified journeys should if possible be agreed between the Orchestra and the Company and then be incorporated into its schedule;
 - (b) failing or pending agreement between the Orchestra and the Company agreed timings shall be taken of three journeys and the average time of these three journeys shall become the standard time for publication in the schedule, this time being subject to re-negotiation in the event of significant changes in route or other relevant factors;
 - (c) while (a) and (b) above are being established, the return time shall be calculated for publication in the schedule by taking the time for the outward journey and adjusting for meal breaks;
 - (d) A list of agreed standard journey times will be published. Such times will normally be used for scheduling purposes;
 - (iii) on tour, by using the concept of a 'moving base', so that a place of temporary stay on tour becomes, by payment of subsistence or provision of accommodation, the Musician's temporary home base.
- d) The interval between the end of a rehearsal and the beginning of a concert away from base shall normally be 1.5 hours. Should the Orchestra ask the Company to increase this interval, then the resultant On Call Hours will be reduced by the amount of the requested increase. Should the Company stipulate an interval longer than 1.5 hours then the resultant additional hours away from base will rank as On Call Hours.
- e) On arrival at a venue away from base for a concert with no rehearsal, a minimum of 0.5 hour shall be scheduled as concert preparation time in addition to any scheduled break time.
- f) A credit of 3 On Call Hours will be made when a session in Birmingham commences before 12.00 noon on the day of an evening concert in Birmingham.
- g) In addition to all of the above, the Company shall be entitled to call upon the Musician for 12 Compulsory Training Hours per annum (reduced pro rata for those on reduced contracts). calculated as follows:

- (i) The Musician shall be supplied with a list of at least 4 options to choose the most convenient dates/times to attend compulsory training.
- (ii) Compulsory training may be scheduled directly before or after a rehearsal as part of the scheduled session and will not be counted as a separate Session as defined under Clause 8(b) & 8(c). Unless the Musician agrees otherwise, the scheduling of compulsory training as part or all of a session will not cause the Musician's session to exceed 3 hours in length, nor their day to contain in excess of 6 Compulsory Call and Compulsory Training Hours, nor their week to exceed 26 Hours of Compulsory Call and Compulsory Training Hours.
- (iii) Dates for training called by the Company will be offered at a minimum of 3 working weeks' notice and final dates and times will be confirmed with not less than 2 working weeks' notice.
- (iv) 1 hour or the scheduled length of the training (whichever is the longer time) will be added to the Musician's Compulsory Training Hours for the year.
- (v) The Musician shall not be required to attend more than three Compulsory Training Hours in any one week.
- (vi) The Musician shall only be required to attend any Compulsory Training on a day when he/she is already scheduled for hours under another provision of Clause 5.

6 OVERTIME

- a) The Musician shall not unreasonably refuse to work overtime as the Company shall reasonably require but subject in respect of all such overtime to the provision of this clause.
- b) Compulsory Call Overtime
 - (i) Scheduled Compulsory Call Hours in excess of 30 in any one week or 55 in any two consecutive weeks will require the consent of the Musician.
 - (ii) Overtime will be paid if the Compulsory Call Hours exceed 3 hours in any session or 6 hours in any day or 25 hours in any week.
 - (iii) Overtime will be paid on any rehearsal or recording session if it continues beyond the scheduled time irrespective of the number of hours worked in the week.
 - (iv) The time of a performance is calculated from the scheduled call time to the end of the performance (from when the Leader leaves the platform) and for the purposes of overtime this calculation is made in quarter-hour units. If the performance ends 5 minutes or less after the scheduled finishing time, overtime will not be incurred. If the performance ends more than 5 minutes but not more than 15 minutes after the scheduled finishing time, one quarter-hour unit will be incurred. Thereafter one quarter-hour unit will be incurred for each 15 minutes or part thereof. Accrued units will be added to the scheduled times and if the effect is to exceed the overtime thresholds then overtime will be paid.
 - (v) Overtime payments will be made as follows:
 - (a) Performance and rehearsal time over 25 hours but not exceeding 30 hours per week will be calculated in quarter-hour units and paid in hourly units at 1/25th of Weekly Salary per hour or part thereof;
 - (b) performance and rehearsal time exceeding 6 hours per day will be paid at the rate of time and a half of 1/25th of Weekly Salary for each hour or part thereof;
 - (c) performance and rehearsal exceeding 30 hours per week or 55 hours in two consecutive weeks will be calculated in quarter-hour units and paid in hourly units at the rate of time and a half of 1/25th of Weekly Salary per hour or part thereof;

- (d) time in excess of 3 hours on a rehearsal or performance and time exceeding the scheduled time on rehearsals of less than 3 hours will be paid at the rate of time and a half of 1/25th of Weekly Salary for each hour or part thereof except where the Musician works overtime not exceeding 15 minutes on a rehearsal attached to a concert on the same day, in which instance it shall be paid as one quarter-hour at double-time regardless of the hours in the day or in the week. Notification of such overtime will be made at the earliest possible opportunity;
 - (e) time in excess of the scheduled time on a recording session will be paid in quarter hour units at double time of 1/25th of Weekly Salary per hour subject to a maximum of 30 minutes' overtime on a 3 hour session and 15 minutes' overtime on a 2 hour session.
- c) Working Hours and On Call Overtime
- (i) If the total Working Hours in a week exceed 40 but are less than 55, overtime will be paid either as Compulsory Call Hours Overtime as described above or, if the excess is not due to Compulsory Call Hours, at the On Call Hours Overtime rate of 1/40th of Weekly Salary per hour or part thereof. Working Hours in any one week will not normally exceed 55. Overtime for each hour in excess of 55 will be paid at 1/25th of Weekly Salary per hour or part thereof.
 - (ii) As exceptions to the above, on not more than 5 occasions each Year the total number of Working Hours in one week may be increased to 48 before overtime is payable provided that the Working Hours of an adjacent week are combined with it to create a fortnight of no more than 80 Working Hours. The total number of Compulsory Call Hours before overtime is payable will remain at 25.
 - (iii) As exceptions to the above, if a week includes three days or more of foreign touring, overtime will be paid if the total Working Hours in that week exceed 48. The total number of Compulsory Call Hours before overtime is payable will remain at 25.
 - (iv) On one occasion within each consecutive period of seven days of a foreign tour, a departure time may be amended by up to one hour, subject to 24 hours notice (excluding Free Days), without incurring overtime on that day. The seven day count will exclude the outward travel day. Overtime will be payable if the amended On Call Hours exceed the permitted weekly total.
 - (v) If a break on arrival at a venue away from base is scheduled, or for any overnight rest break either following an engagement away from the home base or on tour, any reduction in the scheduled minimum length of time for the break due to late arrival or other circumstances will be paid at the rate of 1/40th of Weekly Salary per hour or part thereof.
- d) Overtime paid under one head will not be payable under any other head.

7 COMPULSORY CALL HOUR FORTNIGHTS

- a) As an exception to the overtime provisions under Clause 6, when scheduled Compulsory Call Hours exceed 25 in one week, the Compulsory Call Hours may be increased to 30 provided that one or other of the adjacent weeks be combined with it to create a fortnight of no more than 52 Compulsory Call Hours.
- b) For each 52 Compulsory Call Fortnight, the Company will schedule within the same Year a further fortnight which contains a maximum of 48 Compulsory Call Hours. The maximum number of Compulsory Call Hours in either of the two weeks contained within a 48 Compulsory Call Hour Fortnight shall be 28.
- c) When two 52 Compulsory Call Hour Fortnights are scheduled consecutively, at least one 48 Compulsory Call Hour Fortnight shall be attached either before or after the two consecutive 52 Compulsory Call Hour Fortnights.

- d) The total number of Compulsory Call Hours in any two consecutive weeks shall not exceed 55. (See Appendix J for an illustration of how this might work).

8 SESSIONS

- a) Rehearsals, recording sessions, compulsory All Employee Meetings shall be of a predetermined duration and performance duration shall be estimated on the schedule, which duration shall be notified in accordance with Clause 9 hereof.
- b) The Musician shall, if required, take part in more than one session on any one day provided there are no more than 6 Compulsory Call Hours scheduled in that day. The 6 hour Compulsory Call Hours daily limit may only be exceeded in exceptional circumstances.
- c) The maximum number of sessions in any 6 consecutive Working Days shall normally be 12 with the exception of the possible 3 occasions per Annum when Clause 10(a)(iv) Exception A is invoked when the Musician may be asked to take part in Compulsory Call Hours on 8 consecutive days, in which case the maximum number of sessions shall be 16 in those 8 days.
- d) No session shall be scheduled as less than 2 hours except:
- (i) If devoted to a rehearsal on the day of a concert;
 - (ii) if devoted to a patching session;
 - (iii) if devoted to children's or education concerts;
 - (iv) if devoted to promotional concerts;
 - (v) if devoted to compulsory meetings;
 - (vi) if devoted to compulsory training.

The above sessions shall not be scheduled as less than one hour.

- e) No session shall be longer than 3 hours.
- f) When a concert, other than a children's, education or promotional concert is given without an interval, 20 minutes shall be added to the scheduled performance time in calculating the total Compulsory Call Hours in the week.
- g) When 2 concerts, other than children's, education or promotional concerts are given on the same day, any rehearsal on the same day shall have a maximum scheduled duration of 1.5 hours.
- h) Rehearsals, meetings and training of between 1.75 and 3 hours shall include a break of 15 minutes. The entire break shall normally fall within the middle third of the rehearsal. In the event of a scheduled 2 hour rehearsal being reduced to 1.5 hours, the break shall be deemed unnecessary.
- i) Scheduled 4 hour rehearsals shall be credited as 2 sessions and shall include 2 breaks totalling 35 minutes.
- j) Two children's or education concerts taking place on the same day shall count as a minimum of 3 Compulsory Call Hours or the actual time of the call whichever is the higher. Where three children's or education concerts are performed on any one day (being the maximum number for which the Musician may be called) the minimum time to be set against the contractual hours shall be 4 hours or the actual time of the call, whichever is the higher.
- k) Two promotional concerts taking place on the same day shall count as a minimum of 3 Compulsory Call Hours or the actual time of the call whichever is the higher. Promotional concerts shall be limited to two concerts per day up to a maximum of four days per Annum.

9 SCHEDULE

- a) The Musician shall be supplied with a firm list (which shall however be subject to alteration in cases of emergency) of dates of engagements not less than 3 working weeks in advance of any of the engagements. Free Days, Public Holidays and days in lieu of Public Holidays shall be confirmed with not less than 3 working weeks' notice. If the schedule is due to be issued during a foreign tour of 3 days or more, the Company shall extend the normal 3 working weeks' notice so that the Musician shall receive his/her schedule not less than one working week prior to the commencement of the tour.
- b) Firm times of such engagements shall be supplied not less than 2 working weeks in advance of any of the engagements.
- c) The Musician will not be contractually bound to perform engagements not included in the firm list, but in the event of doing so will receive payment in accordance with Appendix B.
- d) Compulsory Call Hours cancelled by the Company with between 24 hours' and 2 working weeks' notice shall be treated as On Call Hours. Compulsory Call Hours cancelled by the Company with less than 24 hours' notice shall be treated as Compulsory Call Hours.
- e) The Musician may be allocated On Call Days and Release Days according to the Musician's position as defined in Appendix A. Release Days will be confirmed with not less than 2 working weeks' notice.
- f) Free Days, On Call Days and Release Days will be calculated according to the Musician's individual work schedule as prescribed in accordance with this clause.

10 FREE DAYS AND HOLIDAYS

- a) The Musician shall have not less than 96 Free Days per Annum, plus extra days equal in number to the Public Holidays declared by the Government for the Year. The allocation of all Free Days must fall within the following limits:
 - (i) They must not normally be separated by more than 8 days involving On Call Hours, within which time there should not be more than 6 consecutive days involving Compulsory Call Hours.
 - (ii) At least 27 pairs of Free Days must be scheduled per Annum. Not more than 28 days shall elapse between all consecutive pairs of Free Days. Pairs of Free Days attached to days in lieu of Public Holidays are included in the 27.
 - (iii) 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.
 - (iv) The Company shall be able to schedule an exception to the above three rules on not more than 3 occasions per Annum as follows:

Exception A: A period of up to 8 consecutive days involving Compulsory Call Hours within not more than 10 days involving On Call Hours (in any such case, 2 consecutive Free Days must be scheduled immediately before or after the said period);

Exception B: A gap of 29 days between consecutive pairs of Free Days;

Exception C: A period of 4 weeks that contains only 5 Free Days.

These three exceptions may be used in any combination throughout a contract year and shall be denoted on the CBSO Work Schedule by the label given here and the corresponding number according to usage (e.g. Exception A1, Exception B2, Exception A3).

- b) Free Days on Foreign Tours up to a maximum of 4 days per Annum shall be included in the 96 Free Days per Annum.
- c) A Free Day can normally only be scheduled from midnight to midnight. The scheduled return time [calculated in accordance with Clause 5(b)(ii)] after midnight will therefore preclude the following day being specified as a Free Day. However, on not more than 6 occasions per Annum, 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. On 1 of these 6 occasions the scheduled return time can be between 1.00am and 2.00am.
- d) A Public Holiday may be given on the publicly designated day or on a date designated by the Company as a day in lieu of a Public Holiday. Except where the Orchestra agrees otherwise, a day in lieu shall be scheduled within the same Year as the Public Holiday it replaces.
 - (i) The scheduled date for each Public Holiday or day in lieu of a Public Holiday shall be confirmed with not less than 3 working weeks' notice.
 - (ii) 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 shall not apply when the Public Holiday is given on the publicly designated date, or when a day in lieu of a Public Holiday is attached to a period of annual holiday.
 - (iii) 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.
 - (iv) Each Public Holiday or day in lieu of a Public Holiday shall be credited with 5 Compulsory Call Hours and 3 On Call Hours.
 - (v) If a Public Holiday falls during a short period of annual holiday (14 days or less) a day in lieu must be attached to the holiday period, either immediately preceding or immediately following it.
- e) With effect from the completion of 12 months' unbroken service with the Company the Musician shall be entitled in each Year to 35 days' holiday at the salary detailed in Clause 2(a) of this Agreement and in respect of any musician who shall not have completed 12 months' service to one twelfth of such holiday period for each completed calendar month of service. Such holidays shall be at such a time as shall be arranged by the Company having regard to the exigencies of programme requirements. At least 28 of the 35 days' holiday shall normally be given consecutively. Any holiday period of 7 consecutive days or less shall have a pair of consecutive Free Days attached to it.
- f) Where the Company wishes to divide the holiday other than above, this is subject to the following restrictions:
 - (i) that such a division shall only happen in exceptional circumstances;
 - (ii) that it shall not take place in 2 consecutive Years except where the orchestra requests otherwise;
 - (iii) that a minimum of 21 days' holiday shall be given consecutively.
- g) Except where the Orchestra agrees otherwise, the annual holiday entitlement shall not be split into more than 2 separate periods.
- h) Except where the Orchestra agrees otherwise, the main holiday period shall start on a Saturday, Sunday or Monday.
- i) The Company must give a minimum of 12 months' notice of the following Year's main holiday period and a minimum of 3 months' notice of holidays of 14 days or less.

- j) The days immediately before and immediately after the main holiday period shall not be combined together and considered as continuous working periods for the purposes of the scheduling restrictions under Clause 10(a).

11 SPECIAL DUTIES

- a) A Musician engaged as Principal or Sub Principal shall, if required by the Company on a temporary basis, play any Section Leader, Principal or Sub Principal part in his/her instrumental group. A musician engaged as a Tutti player shall, if required, play any Sub Principal or Principal part in his/her instrumental group.
- b) Players will be required to sit up to positions of a higher rank without additional payment on an ad hoc basis. As exceptions to this, Sitting Up payments will be made;
- (i) as per the table in Appendix E
 - (ii) for non-orchestral (Small Ensemble) playing work per the table in Appendix E
 - (iii) by agreement, when a player is covering a higher rank for a long-term period due to absence or vacancy.
- c) A Musician engaged as a Section Leader or a Principal shall play obligato and continuo as required by the Company
- d) The Company may require the Musician to perform, within the number of sessions and hours referred to in Clauses 5-8 hereof, Chamber Music, here meaning music in which each player is required to play an independent line.
- e) All Section Leaders are responsible to the Company for their particular departments. String Section Leaders shall without any extra fee attend any conference that may be called to arrange bowing or to discuss points of general technique, and they will be responsible for ensuring that the string parts of their section shall be correctly marked as and where indicated by the conductor. Section Leaders shall normally be invited to attend auditions in their departments.
- f) For each session where a Musician is required to play more than one instrument, a doubling fee shall be paid in respect of each additional instrument (see Appendix E). Where a Musician is required to play more than one instrument during a scheduled four hour rehearsal divided by two breaks into three periods, the Musician shall be paid in respect of each additional instrument either; one doubling fee when required to play more than one instrument in one period or two consecutive periods of the rehearsal or; two doubling fees when required to play more than one instrument in two non-consecutive periods or all three periods of the rehearsal.
- g) In order to maintain the requisite balance in the first and second violins the Company reserves the right temporarily to transfer any musician for that purpose. Clause 11(b) shall be observed if applicable.

12 MEDIA ENGAGEMENTS

- a) The Musician shall be required to perform or rehearse for sound file (i.e. a recording that can be stored on a computer and/or transmitted via the internet whether by streaming or downloading or by e-mail) or video recording, sound broadcasting, television or any other form of audio and/or visual media and such work comes within the main duties of the Musician. All performers' rights under this agreement are vested in the Company.
- b) The Musician shall receive an appropriate proportion of the Orchestra Media Dividend where due, as detailed in Appendix C.
- c) 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 CBSO, shall be paid at the current appropriate MU rate less the Musician's Daily Fee subject to the Musician receiving no less than his/her Daily Fee. Any fee paid to the Company for this work shall not form part of the Net Media Income calculated in Appendix C

- d) The secondary use of partial extracts from existing CBSO-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the CBSO shall not be deemed to be included under the terms of Clause 12(a). In these instances a further fee shall be payable to those musicians who took part in the original recording.

13 TRAVEL AND SUBSISTENCE

- a) In the event of the Musician being required to play or rehearse outside the City of Birmingham the Company shall either provide transport for the Musician and heavy instruments or pay the Musician the cost of the appropriate standard-class rail fare and the actual cost of portorage for any heavy instruments involved.
- b) In the event of the Musician being required to be outside the City of Birmingham payment shall be made at the rates and under the conditions agreed between the CBSO and the MU (see Appendix D).
- c) In the event of the Musician being required to travel abroad allowances shall be payable according to a rate agreed between the Company and the MU.
- d) The Company shall be entitled to provide transport, accommodation, subsistence and portorage in lieu of any or all of the payments hereinbefore specified.
- e) The Musician shall be entitled to require the Company to provide transport, accommodation, subsistence and portorage in lieu of any or all of the payments hereinbefore specified.
- f) If the scheduled time of return to the home base is after midnight the Musician shall not be required to attend an orchestral call on that day unless a period of 12 or, if that day is designated as a Free Day, 36 hours has elapsed between the scheduled return time and the time scheduled for the said orchestral call.
- g) A touring supplement will be paid in addition to meal allowances on any day when the Orchestra begins and ends the day in a temporary home base and on any day when the return travel day includes an evening performance (see Appendix D).
- h) A late night return allowance will be paid if the actual return time to Birmingham Town Hall is midnight or later (see Appendix D).
- i) An early morning call allowance will be paid if the scheduled departure time from Birmingham Town Hall or the temporary home base in the UK is before 08:00. This allowance shall also be paid on the day of departure for a foreign tour (see Appendix D).

14 FOREIGN TOURING

- a) The Musicians' Union shall be consulted over the terms of each foreign tour prior to final agreement.
- b) The Company shall comply with the Code of Practice for Foreign Touring in the planning and execution of foreign tours (refer to the Players' Handbook).
- c) The Musician may ask to be released from his/her obligations to participate in a foreign tour by the Orchestra without financial loss, on grounds of conscience, domestic situation or health.
- d) The Company shall in good time before any foreign tour discuss the schedule with the Orchestra and consult them about the itinerary.
- e) Any necessary subsistence payments shall be negotiated within a reasonable time before the beginning of the tour to take account of exchange rates and costs.
- f) The Company shall ensure that the Musician's position with regard to health insurance and other cover for death, disablement, medical expenses and treatment arising during or as a result of the tour is no less favourable than when the Musician is in the UK.

- g) The Company shall throughout the tour insure the Musician's instruments at the value for which they are insured in the UK and shall also insure the Musician's personal belongings up to an agreed limit.
- h) The Company shall consult the Orchestra about the type and method of travel.

15 REPERTOIRE

The Company shall have the right to include any musical works in any Compulsory Call Hours.

16 EXCLUSIVITY

The Musician shall not accept any engagement which conflicts with the interests of the Company.

17 COMPANY POLICIES AND PROCEDURES MANUAL AND PLAYERS' HANDBOOK

- a) A Company Policies and Procedure Manual shall be available for inspection at the CBSO Centre. The Company Policies and Procedure Manual will contain information on issues relating to all employees and will be reviewed by the Company on a regular basis and updated as necessary.
- b) A Players' Handbook shall be issued to the Musician. The Players' Handbook will contain supplementary information on issues relating to the employment of the Musician and will be reviewed by the Company on a regular basis and updated as necessary.

18 ABSENCE, SICK PAY AND LEAVE

- a) The Musician shall not be absent from any performance, rehearsal meeting or training which he or she should attend except only in consequence of illness or physical incapacity certified by the production to the Company of a suitable certificate or in consequence of such other unavoidable cause as may be proved to the satisfaction of the Company and in the event of such illness or other unavoidable cause preventing the attendance of the Musician at any such performance, rehearsal, meeting or training session the Musician shall immediately notify the Company of his or her proposed non-attendance.
- b)
 - (i) The Musician shall be entitled to salary during absence caused by illness or accident for a period of up to the following limits:
 - (a) During the first year of employment (the 12 month period from the date of the Musician's appointment), the Musician shall be entitled to 35 days;
 - (b) on any day during the second year of employment, the Musician shall be entitled to 42 days in the 12 month period calculated retrospectively from that day;
 - (c) on any day during the third year of employment, the Musician shall be entitled to 49 days in the 12 month period calculated retrospectively from that day;
 - (d) on any day during the fourth and subsequent years of employment, the Musician shall be entitled to 56 days in the 12 month period calculated retrospectively from that day.
 - (ii) During such absence or absences the Company may engage at its own expense a deputy in the Musician's place.
 - (iii) The Company may operate a contributory or non-contributory sickness scheme which offers greater benefits than the aforesaid (refer to the Players' Handbook).
- c) Maternity, Paternity, Adoption and Parental Leave will be given in accordance with statutory provision and the Company's policy (refer to the Company Policies and Procedures Manual).

19 PENSIONS AND RETIREMENT

As from 1 October 2011 the company will have no fixed retirement age.

Subject to you meeting the statutory eligibility criteria for age and earnings, you will be automatically enrolled into the Company's Group Stakeholder Pension plan ("the Plan") immediately on joining us (or such other registered pension scheme as may be set up by the Company to replace the Plan). Information about the Plan is available from the CBSO Finance / HR departments. Around the time of your auto-enrolment, you will be sent details of your membership of the Plan together with information on how to opt out, should you choose to do so, by the Plan provider (currently Aviva). Note that membership of the Plan is entirely your choice and you will not be subjected to any detriment if you choose to remain opted in or to opt out.

If you do not meet the minimum age/earnings requirements, you will not be automatically opted in until such time as you do meet the minimum requirements, but if you wish to join the Plan earlier you may do so at any time by contacting the CBSO Finance / HR department.

A contracting-out certificate is not in force in respect of your employment.

Further details are available on request from Human Resources.

20 RE-ASSESSMENT PROCEDURE

The Musician may be required to give a formal audition or trial period under the conditions as outlined in the Re-Assessment Procedure (see Appendix G).

21 DISCIPLINARY PROCEDURE

In the event of persistent unpunctuality or serious neglect of duty or other serious misconduct on the part of the Musician or any other material breach of the obligations on the part of the Musician herein contained the Company may terminate this Agreement subject to the Disciplinary Procedure (see Appendix H).

22 GRIEVANCE PROCEDURE

If the Musician has a grievance or complaint relating to his/her employment or to any member of the Company the Musician may use the Grievance Procedure (see Appendix I).

23 HEALTH AND SAFETY

Whilst at work the Musician must take reasonable care for the health and safety of himself/herself and others who may be affected by his/her work. He/She must always comply with any relevant safety regulations or instructions. Information on 'Health and Safety and You' can be found in the Players' Handbook.

24 EMPLOYER'S LIABILITY

The Company is insured, under the provisions of the Employer's Liability (Compulsory Insurance) Act 1969 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. Responsibility for insurance against other risks, both as to his/her person and his/her instrument rests with the Musician. Details of any additional insurance cover offered by the Company will be as shown in the Players' Handbook.

25 INDEMNITY

The Musician warrants that at the time of entering into this Agreement he or she is not, by reason of any other contract or engagement precluded from entering into and fulfilling the terms of this Agreement; and the Musician shall at all times keep the Company fully indemnified in respect of any consequence which may ensue upon any breach of the warranty given by this Clause.

26 UNION MEMBERSHIP

The Company recognises the Musicians' Union as the sole representative organisation for musicians and

strongly recommends all musicians to become or remain members of the MU.

27 DURATION OF AGREEMENT

Subject to the provisions hereinafter contained for prior determination of this Agreement, the Agreement shall continue in force until determined by either party giving to the other at any time not less than 13 weeks' previous notice in writing.

28 TERMINATION OF AGREEMENT

In the event of further performance of this Agreement being prevented by reason of force majeure or any other cause outside the control of the Company the Company may give notice in writing to the Musician forthwith determining this Agreement and the engagement hereby made without giving rise to any claim by the Musician on the Company beyond a claim to salary at the appropriate rate up to the end of the week in which such notice is given.

29 NOTICE

Any notice which the Company may desire to give to the Musician shall be deemed to be duly given if delivered to the Musician personally or if sent by registered post to the Musician's address last notified to the Company and any notice which the Musician may desire to give to the Company shall be deemed to be duly given if delivered personally to, or sent by registered post to the duly authorised officer of the Company and any notice sent by post in conformity with the provisions of this Clause shall be deemed to have reached the party for whom it was intended at the time when in the ordinary course of post it should have been delivered and in proving service it shall be sufficient to prove that a notice was addressed in the prescribed manner and was registered.

30 INTERPRETATION

There shall be an Interpretation Committee consisting of two nominated representatives of each of the Company and the MU, plus an independent Chairman acceptable to both sides, to which any matter arising from this Agreement shall be referred if still unresolved when all stages of the normal procedure have been exhausted.

31 VARIATION

Matters within these terms and conditions which require the agreement of the Orchestra or the occasional temporary minor variation of these terms and conditions which may be proposed from time to time, shall without precedent be decided by a 75% majority of those members of the Orchestra affected by the decision who cast a vote.

AS WITNESS the hand of the said parties hereto

SIGNED BY Stephen Maddock
On behalf of the Company

DATE 27/11/18

SIGNED BY [Signature]

DATE 03.12.2018.

APPENDIX A

The Daily Fee referred to in this Appendix is a fee equal to 1/260th of the appropriate published basic salary for the individual Musician. All limits and totals referred to in this Appendix are per Annum.

1 SALARY

Salary is paid according to the number of years' service to reward the loyalty of the Musician. The basic salaries listed below may be increased by working a maximum of ten additional days up to a maximum of 212 days. This will be at the discretion of the company once artistic and financial considerations have been taken into account, including the effect on pensionable salary.

Salaries from 1 April 2018:

Years' Service	Tutti Salary	Sub Principal Salary	Principal Salary
35	£32,477	£36,172	£38,540
30	£32,308	£36,003	£38,371
25	£32,138	£35,834	£38,174
20	£31,969	£35,664	£38,035
15	£31,800	£35,496	£37,868
10	£31,631	£35,326	£37,700
5	£31,461	£35,157	£37,532
0	£31,292	£34,987	£37,364

Section Leader Salary – £40,909 minimum

2 WORK COMMITMENT

The Musician is required to work up to the following number of days:

Tutti 210; Sub Principal 206; Principal 200; Section Leader 190

For each day worked in excess of the above Work Commitment the Musician will receive the appropriate Daily Fee or may choose to have a Working Day credit carried forward to the following Year.

The Company may roster the Musician to work for up to 10 days in excess of his/her Work Commitment up to a maximum of 212 days.

With the exception of the above circumstances, the Company must seek the Musician's agreement to work beyond his/her Work Commitment, and the Musician may decline such a request.

Working Credits may be used towards the Musician's Work Commitment (clause 10 below).

3 ON CALL DAYS

The Company may choose to place the Musician On Call for any amount of the Musician's Work Commitment. All On Call days will be credited as Working Days towards the Musician's Working Day Commitment.

When On Call, the Musician will be required to work if called in by the Company as follows:

To be contactable and available to replace another musician owing to sickness or for any other reason

- (i) up to 30 minutes after the scheduled starting time of the session in the home base;
- (ii) until the latest scheduled departure time of the coach or train for engagements away from the home base.

4 PERSONAL HOLIDAY

The Musician may request to be released from work by applying to the Company using a Personal Holiday Form. The Musician will receive an entitlement of 6 Days of Personal Holiday each Year. Requests for such days will be given reasonable consideration by the Company after artistic and operational considerations (please refer to the CBSO Players Handbook) have been taken into account. Each day of Personal Holiday used will count as a Working Day towards the Work Commitment total in the Year in which it is used.

At the end of the Year, any unused days of Personal Holiday may be carried forward to the following Year; the maximum number of days of Personal Holiday that may be carried forward to the following Year is 10. Therefore, in each Year, the maximum number of days of Personal Holiday available for use shall be 16, including the Musician's entitlement of 6 for the Year.

On leaving the employment of the Company, any Personal Holiday that has not been used by the Musician, including any carried over from previous Years, shall be reimbursed to the Musician at the rate of one Daily Fee for each day of unused Personal Holiday.

5 NON WORKING DAYS

All days other than the above shall be designated as Non Working Days. Non Working Days will be one of the following:

Holiday Days, as specified in Clause 10;
Public Holidays, as specified in Clause 10;
Free Days, as specified in Clause 10;
Release Days, as specified in Clause 9.

The Musician may consult the Company over the scheduling of Release Days; reasonable consideration will be given to any preferences expressed by the Musician for the scheduling of Release Days. When Release Days are available, the Company may schedule Release Days in conjunction with days of Personal Holiday at the request of the Musician.

The Musician will not be obliged to undertake any duties for the Company on a Non Working Day.

The Company may request that a Section Leader attends auditions on a Non Working Day.

6 ANNUAL SUMMARY

The Company will supply the Musician with a full Annual Summary of the Working Days and Non Working Days of the Musician, including details of Requested Release Days, by 1st May of the following Year.

7 WORK REDUCTION

The Musician may request to be released from Orchestra working days in addition to his/her entitlement to Personal Holiday. Where the Musician is released from work under this arrangement, the Musician's Daily Fee will be deducted from salary for each day of release. The minimum Work Commitment under this arrangement will be:

Tutti 184; Sub Principal 180; Principal 175; Section Leader 165

8 REDUCED CONTRACTS

The Musician may apply to the Company for a Reduced Contract in order to work fewer days than the minimum stated in point 7 above. The decision to grant a Reduced Contract will be at the discretion of the Company. Where the Company grants the Musician a Reduced Contract, the Company shall be under no obligation to restore the Musician's Work Commitment to a full time contract if requested to do so at a later date by the Musician.

All contractual benefits, requirements and entitlements as specified in this Appendix will be adjusted in proportion to the Musician's Reduced Contract.

9 SICKNESS

Scheduled Orchestra Working Days missed through sickness shall be credited to the sick Musician as Working Days as specified below. In each Year commencing 1st April the number of Scheduled Orchestra Working Days shall be:

Tutti and Sub Principal 80; Principal 60; Section Leader 40

There may be one continuous period of sickness or the days may be aggregated. After the specified number of days above, for each 5 further Scheduled Orchestra Work Days missed through sickness, 4 shall be credited as Working Days.

After the first 6 months of continuous sickness, unused Personal Holiday awarded during the prevailing year shall be deducted at the rate of 1 day of Personal Holiday for every 2 months of further sickness.

In exceptional circumstances, Working Day credits for sickness during holiday periods will be given reasonable consideration by the Company.

10 WORKING CREDITS

1) Operation

In order to build a varied portfolio of work and fulfil their contractual number of working days, members are able to use Working Credits within their contractual working days.

- a) The number of Working Credits offered or credited or paid is calculated by the Tariffs either by performance, by length and number of sessions, or by hours worked. Values are a Day (daily rate of 1/260th of basic salary), Half a Day or a percentage of a Day or fee according to the type of work (see Tariffs for Working Credits).
- b) If a musician reaches their contracted Work Commitment (or it is assessed by Orchestral Management - Director of Concerts and Orchestra Manager - they will be likely to have reached it by the end of the contract year) then any Working Credits will be paid into salary in the relevant payroll month).
- c) Any musician who is formally offered Working Credits can either accept the work on offer, or turn it down. If a musician is under their contracted Work Commitment at the end of the contract year any formally 'turned down' credits may have the equivalent value deducted from salary (up to a maximum of 15 Days). In this instance the deducted 'turned down' credits will be counted as Working Days.
- d) Musicians can undertake up to a maximum of 25 Working Credits ('the Threshold'). Any Working Credits offered and accepted above the Threshold will be paid into salary (in the relevant payroll month). If the number of Working Days on the CBSO Work Schedule is below 200 in any contract year, this Threshold will reduce by one for every day below 200 (e.g. in a year with 190 Working Days the Threshold would be 15).
- e) Musicians can defer the risk of salary deduction for any 'turned down' Working Credits by working the equivalent number of extra credits the following year ('the Carry Over'). The 'turned down' Working Credits (up to a maximum of 5) will be either added to the following year's Threshold or Work Commitment – whichever is reached first (as they need to do the Carry Over before the point at which they would be paid). If musicians subsequently do not work the Carry Over in the following second year they will have the original number of 'turned down' credits deducted from salary - providing they have been offered sufficient Working Credits to complete the Carry Over. Carry Over offers of work in this second year will always be made as firm offers in the first instance. This arrangement will be administered over a two year rolling cycle.

- f) If any musician is at risk of not working their contractual number of working days, especially if they have Carry Over to complete, this will be raised formally with them at the earliest reasonable opportunity within the contract year by the Director of Concerts and ways of achieving their contractual number of working days and/or Carry Over shall be proposed in writing and discussed. Deductions from salaries shall not take place until this process has been completed and reasonable time allowed to remedy the situation.

2) Protocol for Offering Work

- a) Wherever possible Working Credits will be offered in preference to those musicians who are farthest from completing their contracted Work Commitment. Some musicians may be offered work owing to their particular skills, experience and expertise, or membership of a group/ensemble regardless of their Working Day counts, but in those particular circumstances due regard will always be had to those that are farthest from completing their contracted Work Commitment.
- b) Every effort will be made for non-orchestral work that requires Playing (rehearsal, concert or recording) to be scheduled not to fall in an already busy part of a musician's CBSO Work Schedule i.e. when musicians should take a break.
- c) A firm offer of work is made when a Working Credits Form is completed and delivered to the musician. The Working Credits Form is an important record of work offered, accepted or turned down in order to monitor the Working Day counts of each musician. The Working Credits Form must be used in order to ensure that any work that could be offered by any member of staff is discussed in the first instance with Orchestral Management for the musicians' Working Day calculations to be assessed on a case by case basis.
- d) The musician shall be made a firm offer of work through the Working Credits system not less than three weeks before the engagement dates. Where work is offered within three weeks the musician may choose to undertake it within the Working Credits system, or be paid into salary, or turn the work down without the risk of salary deduction. Any musician who is formally offered Working Credits can either accept the work or turn it down. Musicians may be asked 'in principle' for their availability for non-orchestral work but this does not constitute a firm offer of work (and therefore poses no risk of salary deduction if the musician is not available or interested).
- e) When a firm offer of work is made to a musician they will be given a reasonable period within which to respond and informed how long that period of time is (not less than 3 days). If they do not respond within the stated period of time, the work will be deemed to have been turned down. If at the time of the firm offer of work being made the musician is sick, on holiday, has a family or carer commitment, or is for any other reasonable reason unable to respond, then the work will not be considered to have been turned down. The Company reserves the right to request evidence where appropriate.
- f) A firm offer of work will only be made to one player at a time, unless the enquiry is for an established group/ensemble, in which case, one member of the group/ensemble may be approached to represent the participants and to confirm the participants' their availability 'in principle' before a firm offer of work is made to the individuals in the group.

3) Protocol for the Delivery of Work

- a) Where the work is offered with no firm scheduled time attached (e.g. a date needs to be agreed between the musicians and an external party) the firm offer of work will be made no less than three weeks before the work needs to be delivered. A Working Credits Form may be issued with 'details to be confirmed' if non-orchestral work is formally offered and accepted before it is possible to schedule exact dates/times. In which case, only dates agreed and work carried out will be credited and if no or not all dates can be agreed for any reasonable reason, and evidence can be provided to support that, then the work will not be considered to have been turned down.

- b) The musician may choose to vary the times or dates of Working Credits, if agreement can be reached with other involved parties (external parties or internal departments of colleagues).
- c) In practice, non-orchestral playing work for large groups or ensembles should be scheduled within the orchestra schedule alongside the main orchestra (using the 'orchestra A/orchestra B' principle). When a member's orchestral position is required within the CBSO they will only be required to undertake the other scheduled non-orchestral work after reasonable consideration, taking into account the artistic and financial implications and the wishes of the musicians involved.
- d) Non-orchestral work formally offered and accepted through the Working Credits system that is missed through sickness shall be credited to the sick Musician as Working Days.

4) Protocol for Turning Down Work

The anticipation is that all musicians will undertake non-orchestral work which is best suited to their skills and experience in order to fulfil their contractual number of working days.

- a) Musicians will not be compelled to take part in any particular activity (e.g. something they do not feel they have the skills to do well). Musicians will be offered appropriate training where possible as well as given the opportunity to formally inform the Director of Concerts which areas of non-orchestral work they would or would not be suited to (e.g. through a Skills Audit/Appraisal).
- b) If a firm offer of work is made through the Working Credits system then musicians will be given the opportunity to formally turn down the activity without the risk of salary deduction if they provide a reasonable reason. The following are examples of reasonable circumstances to formally turn down work:
 - (i) Excess of Work (if a musician should be taking a break within the contractually agreed parameters for maximum periods of work within their individual Work Schedule);
 - (ii) Repertoire Burden (if a musician would be put under considerable stress by undertaking the non-orchestral work offered alongside their individual Work Schedule);
 - (iii) Ability (if a musician has an illness, injury, condition (e.g. pregnancy) or a disability as defined by section 6 of the Equality Act 2010 which inhibits them from undertaking the non-orchestral work offered);
 - (iv) Compatibility (if a musician has already formally informed the Director of Concerts they are not suited to the non-orchestral work offered);
 - (v) Availability (if a musician is already working for the CBSO or has already agreed provisional releases with Orchestral Management for important external work or extraordinary family reasons or is taking Special Leave e.g. maternity, paternity, jury service etc.)
- c) Wherever possible, disagreements about what constitutes a reasonable circumstance to turn down work without the risk of salary deduction should be resolved informally with the Director of Concerts without recourse to formal procedures. It is recognised that there may be occasions when it is not possible for a disagreement to be resolved informally. In which case, musicians may follow the Grievance Procedure.

5) Tariffs for Working Day Credits:

- a) The number of Working Credits offered or credited or paid is calculated by the Tariffs below either by performance, by length and number of sessions or by hours worked. Values are a Day (daily rate of 1/260th of basic salary), Half a Day or a Percentage of a Day or fee according to the type of work. Working Credits are expressed in decimal figures, and can be added together for multiple sessions.

- b) Calculations listed below are based on the basic salaries listed in Appendix A at 0 Years' Services. Musicians are paid Working Credits based on their individual daily rate (which take into account length of service increments) so if their individual daily rate is higher they receive the equivalent of a higher amount if paid.
- c) Travel and portage will be paid into salary as provided for within the CBSO/MU contract. Doubling and/or Special Instruments that are not already bought out in individual contracts will be paid into salary.
- d) Whilst undertaking the same work it is possible that some musicians will be paid through Working Credits and some with a fee out of contract since it is assessed per individual case by case.
- e) The normal Tariffs are outlined below. Any variation to the Tariff for Working Credits offered or paid (for example, owing to excess of work related to a musician's CBSO work schedule) will be discussed with the Director of Concerts and may involve the MU. Any sessions that exceed the durations outlined below should be pre-arranged with the Director of Concerts for extra credits to be agreed.
- f) Fees quoted are subject to change by external parties and/or reviews of the CBSO/MU Contract and Learning & Participation Department rates.

6) Areas of Non-Orchestral Work:

1. For Performance in Small Ensembles (not scheduled in the main orchestral schedule, not Centre Stage, not L&P performances):

Item	Duration	Working Credit	Notes
Performance in small ensemble (including up to 1 hour rehearsal)	Up to 3 hours	1	i.e. a Day
General rehearsal on the day	More than 1 hour	0.5	i.e. Half a Day
Prior rehearsal on a different day	Up to 3 hours	0.5	
Group Representative / Coordinator		0.5	
Sitting Up			See Calculation of Rates.

- 1a. Sitting up Calculation of Rates (Small Ensembles only, where 'Section Leader' refers to each musician when playing Chamber Music, here meaning music in which each player is required to play an independent line):

Position	Fee	% of Daily Rate	Working Credit	Notes
Principal to 'Section Leader'	£13.63	11.33%	0.1	
Sub-Principal to 'Section Leader'	£22.78	20.00%	0.2	
Tutti to 'Section Leader'	£36.99	31.70%	0.4	

2. CBSO Learning & Participation Work (e.g. workshops in schools, CBSO Youth Orchestra coaching etc.):

Item	Duration	Fee	% of Daily Rate	Working Credit	Notes
Standard Session Fee:	Up to 3 hours				L&P Department Rate.
Tutti		£91.25	75.82%	0.8	Doubled for Public Performances.
Sub Principal		£91.25	67.81%	0.7	

Principal		£91.25	63.50%	0.65	
Section Leader		£91.25	57.99%	0.6	
Meeting Fee:	Up to 1.5 hours				
Tutti		£45.65	37.93%	0.4	
Sub Principal		£45.65	33.92%	0.35	
Principal		£45.65	31.77%	0.35	
Section Leader		£45.65	29.01%	0.3	
Preparation Fee:	Up to 1 hour				
Tutti		£30.45	25.30%	0.3	
Sub Principal		£30.45	22.63%%	0.25	
Principal		£30.45	21.19%%	0.25	
Section Leader		£30.45	19.35%	0.2	
Full Sectional for CBSOYO:	Up to 3 hours				e.g. Whole Woodwind Section.
Tutti		£136.90	113.75%	1.2	
Sub Principal		£136.90	101.73%	1	
Principal		£136.90	95.26%	1	
Section Leader		£136.90	87.01%	1	

3. Mentoring, Coaching or other work that is directly related to the core skills of a musician (not Conservatoire [see No. 6] or CBSO Youth Orchestra [see No. 3] or CBSO auditions for orchestral positions [see Audition Days]):

Item	Duration	Working Credit	Notes
Mentoring, coaching	Up to 3 hours	0.5	
Mentoring, coaching	More than 3 hours	1	

4. Attendance at Formal Functions & Photo Shoots (not directly linked to other CBSO work sessions):

Item	Duration	Working Credit	Notes
Photo Shoot / Formal Functions	Up to 3 hours	0.5	Development Department dinners, events & other similar fundraising functions will not attract Working Credits.

5. Work for External Partners & Organisations (e.g. Conservatoire Undergraduate 'UG' and Postgraduate 'PG' Training Schemes) will be calculated according to the rates offered by the organisation:

Item	Duration	Fee	% of Daily Rate	Working Credit	Notes
Conservatoire UG Scheme Sit In Sessions (max. 8):					
Tutti	Up to 3 hours	£50.00	41.55%	0.5	Conservatoire Sit in Rate.
Sub Principal	Up to 3 hours	£50.00	37.16%	0.4	
Principal	Up to 3 hours	£50.00	34.79%	0.35	
Section Leader	Up to 3 hours	£50.00	31.78%	0.3	
Conservatoire PG Scheme Sit In Sessions (max. 16):					

Tutti	Up to 3 hours	£60.00	49.85%	0.55	
Sub Principal	Up to 3 hours	£60.00	44.59%	0.5	
Principal	Up to 3 hours	£60.00	41.75%	0.45	
Section Leader	Up to 3 hours	£60.00	38.13%	0.4	
Conservatoire UG & PG Scheme Auditions:					
Tutti	Up to 1 hour	£42.97	35.70%	0.35	Conservatoire Visiting Tutor Rate.
Sub Principal	Up to 1 hour	£42.97	31.93%	0.3	
Principal	Up to 1 hour	£42.97	29.90%	0.3	
Section Leader	Up to 1 hour	£42.97	27.31%	0.25	
Conservatoire UG & PG Scheme Auditions:					
Tutti	Up to 3 hours	£91.25	75.82%	0.8	L&P Department Rate.
Sub Principal	Up to 3 hours	£91.25	67.81%	0.7	
Principal	Up to 3 hours	£91.25	63.5%	0.65	
Section Leader	Up to 3 hours	£91.25	57.99%	0.6	
Conservatoire UG Scheme Workshops (max. 3):					
Tutti	Up to 2 hours	£100.00	83.09%	0.9	Conservatoire Workshop Rate.
Sub Principal	Up to 2 hours	£100.00	74.31%	0.8	
Principal	Up to 2 hours	£100.00	69.59%	0.7	
Section Leader	Up to 2 hours	£100.00	63.56%	0.65	
Conservatoire PG Scheme Lessons (max. 17.5) and 1:1 Mentoring and/or Preparation Sessions (max. 12):					
Principal	Up to 1 hour	£50.00	34.79%	0.3	
Section Leader	Up to 1 hour	£50.00	31.78%	0.25	

6. For administrative work (e.g. library, archive) a tariff will be agreed according to the type of work undertaken on a case by case basis.

7. Player Representatives:

Item	Duration	Working Credit	Notes
Player Chair	1 year	6	
Vice Chair	1 year	3	If these roles are fulfilled by the same person the total number of Working Credits will be given to them.
Schedules Rep	1 year	3	
MU Steward	1 year	5	

Players Committee Member	1 year	2	Maximum of 3 additional roles on the Players Committee will be given Working Credits.
Players Committee Member	1 year	2	
Players Committee Member	1 year	2	

11 AUDITION DAYS

Recruitment into the CBSO is led by the musicians. They make up the Audition Panels (and can turn the opportunity down to participate without any consequences). Panels decide who to shortlist for auditions which determines how long auditions take. Audition and shortlisting sessions are not scheduled within the contractual scheduling parameters outlined in the CBSO/MU contract and can be fixed with less than 2-3 weeks' notice. For consistency, the same panel members will be expected to be involved throughout the audition process, however, if musicians are unable to attend then deputies can be organised from within their instrument section in consultation with the Head of Panel.

Audition Days shall be counted as Working Days and will be offered to members of Audition Panels for attendance at auditions and for shortlisting (max. 2 people). The numbers of Audition Days are calculated as follows:

Item	Duration	Tariff	Notes
On a Working Day:			
Shortlisting or Audition Session	Up to 1.5 hours	-	No remuneration
	More than 1.5 hours up to 3 hours	Half a Day	
	More than 3 hours	1 Day	
On a Non-Working Day:			
Shortlisting or Audition Session	More than 3 hours	1 Day	
Shortlisting or Audition Session	Up to 3 hours	Half a Day	
Attend a Concert or rehearsal to watch a trialist	Up to 3 hours	Half a Day	If not required by orchestration to play.

Any missed shortlisting or audition session through sickness shall not be credited to the sick Musician.

APPENDIX B

OUT OF CONTRACT WORK

The Musician may be offered work outside the scheduling parameters of this Agreement. Payment for such engagements will be as follows:

1 or 2 sessions totalling no more than 5 hours, for performance and/or rehearsal on a Non Working Day - 100% of Daily Fee as defined in Appendix A

1 session of no more than 3 hours, for performance or rehearsal on a day involving the Musician in CBSO contracted work - 70% of Daily Fee

Additional rehearsal time of up to one hour on a day prior to an Out of Contract engagement may be attached to a scheduled rehearsal providing the total rehearsal session time does not exceed three hours. The Musician will receive overtime paid at the hourly rate of 1/25th of Weekly Salary for the hour or part thereof not included in the Compulsory Call Hours for that day.

The Musician shall receive the Daily Fee appropriate to the position played on the Out of Contract engagement but no lower than the Musician's Daily Fee under Appendix A.

Subsistence and travel arrangements as detailed in Appendix D of this Agreement will be applied to 'Out of Contract' engagements away from the home base.

The Musician, on acceptance of an Out of Contract engagement, recognises and accepts that the performance and/or rehearsals may be recorded (by audio and/or visual means) without further payment for the following purposes: to place in an archive (whether controlled by the Company or, with the Company's permission, by another legitimate party), for educational uses, for marketing purposes or for any other promotional campaign. Recording sessions for third-party commercial recording companies and sessions which are recorded for live or deferred broadcasting will continue to be paid at the appropriate rate as agreed with the MU. Subsequent commercial exploitation of material from the Company's own archive shall be subject to further payment as agreed with the MU.

APPENDIX C

MEDIA

- a) A Media Committee shall be formed and shall consist of 3 elected player representatives including the Chair of the Players' Committee and the MU Steward, and up to 3 representatives of the Company including the Chief Executive.
- b) The Media Committee shall be convened as necessary.
- c) The Media Committee shall discuss all media opportunities involving new and non-traditional media (webcasting etc), as and when they arise.
- d) Each Year, the Media Committee shall agree the Net Media Income. The Net Media Income shall be the total amount of money earned by the Company from media work after the subtraction of the costs specifically incurred by the Company in earning that income. The Media Committee shall agree the media income for any media work where the income has been made as a payment in kind.
- e) An Orchestra Media Dividend shall be payable where the total Net Media Income exceeds the Dividend Threshold of £100,000. The Orchestra Media Dividend shall be equal to 40% of the Net Media Income in excess of the Dividend Payment Threshold. No payment shall be due where the Net Media Income falls below the Dividend Payment Threshold.
- f) The Orchestra Media Dividend shall normally be divided amongst the Orchestra by the Media Committee in proportion to the number of media days worked by each Musician. In circumstances where specific media work has generated very high levels of income, the Media Committee may decide to apportion a greater percentage specifically to the personnel involved in this work. Where due, the appropriate proportion of the Orchestra Media Dividend shall be paid to the Musician no later than 15 May.
- g) The Company shall keep records of the Orchestra personnel present for all work involving media.

APPENDIX D

ANCILLARY PAYMENTS

Under current arrangements with HMRC some of these ancillary amounts are not subject to tax and national insurance deductions. The CBSO reserves the right to amend this position based on any subsequent advice / agreements with HMRC. All amounts are paid in arrears via the CBSO monthly payroll.

1) Meal Allowances

Leaving base after 13:30, or Leaving base before 13:30 and returning between 13:31 and 18:00 (one meal)	£13.55
Leaving base before 13:30 and returning after 18:00 (two meals)	£23.00

2) Late Night Return Allowances

Returning to base between 00:00 and 00:59	£10.12
Returning to base between 01:00 and 01:59	£13.63

3) Early Call Allowances

Leaving base between 07:00 and 07:59	£8.62
Leaving base between 06:00 and 06:59	£11.34

Calls before 06:00 will be made only with the agreement of the Orchestra and will be paid at the Overnight rate

4) Overnight Allowances

Payable for scheduled overnights away from the home base and for returns to the home base after 02:00;

Standard U.K. Bed and Breakfast	£64.70
Standard U.K. Supplement paid when the Company does not provide group accommodation for overnights carried out under work contained in the published Orchestra Work Schedule	£36.92
London Bed and Breakfast	£85.50
London Supplement paid when the Company does not provide group accommodation for overnights carried out under work contained in the published Orchestra Work Schedule	£49.69

5) Touring Supplement - see Clause 13(g) £9.69

APPENDIX E

FEES FOR SPECIAL DUTIES

1) Doubling

Payable for each session and for each additional instrument £5.58

2) Sitting Up

Players will be required to sit up to positions of a higher rank without additional payment on an ad hoc basis. As exceptions to this, Sitting Up payments will be made:

- a) As per the table below (N.B. Sitting Up whilst rotating around trialists cannot be claimed):

Position (as listed in Appendix F):	Fee Per Day:
Tutti to Principal	£23.35
Tutti to Section Leader / Associate Leader	£36.99
Sub Principal to Section Leader / Associate Leader	£22.78
Position (as an exception to Appendix F)	
Principal to lead their section	£13.63

- b) Whilst on trial for a higher rank, or for non-orchestral (Small Ensemble) playing work as per the table below:

Contracted Position	Sitting Up Seat & Fee Per Day		
	Sub Principal	Principal	Section Leader / Associate Leader
Tutti	£14.21	£23.35	£36.99
Sub Principal	-	£9.14	£22.78
Principal	-	-	£13.63

- c) by agreement, when a player is covering a higher rank for a long-term period due to absence or vacancy.

APPENDIX F

ORCHESTRA POSITIONS

1st Violin (R)

1 Leader (N)
2 Associate Leader (N)
3 Associate Leader (N)
4 Principal
5 Sub Principal
6 Sub Principal
7 Sub Principal
8 Tutti
9 Tutti
10 Tutti
11 Tutti
12 Tutti
13 Tutti
14 Tutti
15 Tutti
16 Tutti

1st/2nd Violin

Tutti

2nd Violin (R)

1 Section Leader
2 Section Leader
3 Principal
4 Sub Principal
5 Sub Principal
6 Sub Principal
7 Tutti
8 Tutti
9 Tutti
10 Tutti
11 Tutti
12 Tutti
13 Tutti
14 Tutti

Viola (R)

1 Section Leader
2 Section Leader
3 Principal
4 Sub Principal
5 Sub Principal
6 Sub Principal
7 Tutti
8 Tutti
9 Tutti
10 Tutti
11 Tutti
12 Tutti

Cello (R)

1 Section Leader
2 Section Leader
3 Principal
4 Sub Principal
5 Sub Principal
6 Sub Principal
7 Tutti
8 Tutti
9 Tutti
10 Tutti

Double Bass (R)

1 Section Leader
2 Principal
3 Sub Principal
4 Sub Principal
5 Tutti
6 Tutti
7 Tutti
8 Tutti

Flute

Section Leader
Principal

Piccolo

Principal

Oboe

Section Leader
Principal

Cor Anglais

Principal

Clarinet

Section Leader
Principal

Bass Clarinet

Principal

Bassoon

Section Leader
Principal

Contra Bassoon

Principal

Horn

1 Section Leader
2 Principal
3 Principal
4 Principal
5 Principal

Trumpet

Section Leader
Section Leader
Principal
Principal

Trombone

Section Leader
Principal

Bass Trombone

Principal

Tuba

Principal

Percussion

Section Leader
Principal
Principal

Timpani

Principal

Harp

Principal

91 Positions

(N) Negotiated contract

(R) Rotation used by the
Tutti players of this section

APPENDIX G

RE-ASSESSMENT PROCEDURE

1. General

The CBSO is a world class orchestra performing on an international stage. CBSO Musicians have a contractual and professional responsibility to maintain that artistic standard during all performances. The expectation is that every performance will consistently rank our Musicians as of the highest calibre in the world.

We recognise that at times a Musician's performance can be below that required standard. In those instances, the CBSO will provide all reasonable support and encouragement in order to assist in the maintenance of the required standard. It is recognised that this can be temporary, long-term or permanent and can happen for a number of reasons.

This procedure outlines the steps CBSO will take if a Musician's performance standard has fallen and relates to a lack of the required ability, skills or knowledge and it is deemed a capability issue.

The procedure ensures that:

- i. A fair and reasonable process exists where a Musician is experiencing performing difficulties
- ii. Cases are handled appropriately with any underlying reasons taken into account
- iii. The Musician is offered support and appropriate training or time off work to rectify the situation.

In addition, we also acknowledge that sometimes issues can also be due to other factors such as ill health or misconduct. For ill-health related absence refer to the CBSO Managing Attendance Policy. For other issues such as conduct refer to the CBSO Disciplinary Procedure.

If a Musician believes that they are personally not reaching the required standards, they should inform their Section Leader in the first instance. If they feel they cannot speak to them directly, they should speak to the Leader or the Director of Concerts so that the relevant level of support for such a situation can be discussed and implemented. Any such discussion will be treated confidentially. The Musician may seek advice from Musicians' Union representatives about any part of this procedure.

2. Informal process

The process below outlines steps relevant to a Musician.

If the player is a Section Leader, then they will meet with the Music Director and the Director of Concerts. If the Music Director is not present during performances during the review period, re-audition period or trial, they will have to delegate authority to the conductor present and request a report on performance of that Musician. This also applies to the formal process.

Once it has been identified that there is a performance concern, the Section Leader is required to have a conversation with the Musician on a one to one basis. The Section Leader will inform the Musician that this is an informal stage outside of the reassessment procedure. If the required improvement is not reached then the formal reassessment procedure will be entered into.

At the meeting, the Section Leader will:

- i. Ensure the Musician is clear about the areas in which their performance is below the standard required. The Music Director, Section Leader or Leader (as applicable) will inform this view.
- ii. Give the Musician the opportunity to explain their under-performance and to raise any concerns they may have.
- iii. Explore solutions to the problem with the Musician. These could include additional training, provision of a mentor, coaching, provision of a temporary reduced workload to allow for practice time, a period of complete time-off, or some other kind of support to the Musician.
- iv. Set a reasonable time frame within which improvement is expected and arrange a second meeting at the end of this time to review the situation. When establishing "reasonable timescales" for improvement, the Section Leader must consider the level of improvement that is required and the method by which the improvement must be gained.
- v. Take notes during the meeting for the employee's personnel file, and after the meeting, the Orchestra Management will send a letter to the Musician in order to confirm the position, recording the actions to be taken, together with any support and / or training arrangements and the period of the informal part of the procedure.

This conversation is also an opportunity to assess whether there are other factors involved such as ill health. The Musician in question will be given the opportunity to be involved in creating the plan of how they are going to improve. An appropriate timescale for improvement and support must be agreed between the Musician, the Section Leader and the Director of Concerts, and the Musician will be offered advice on corrective measures.

The conversation should be conducted in a neutral place, without interruption. The Musician is obliged to attend a meeting that a Section Leader invites them to but at a mutually agreeable time. The Musician may request to be accompanied by a friend, colleague, or Union representative. If the Musician's performance returns to a satisfactory level, records of the meeting will be kept on the Musician's file for 12 months. After this period they will not be referred to.

If at the end of the informal procedure, the Musician's performance continues to be unsatisfactory, then the formal procedure will commence.

3. The formal procedure

The procedure will be followed in every case where a Musician's performance is identified as consistently failing to meet the required standard except where other substantive issues have been identified during the informal procedure such as ill health.

The implementation of this procedure will not prejudice a Musician's rights under employment legislation.

Stage 1 – Review period

The Musician will be called to a formal meeting with the Music Director, Director of Concerts and the Section Leader. *Please see above, if the Musician is a Section Leader.*

The Musician will be offered the opportunity to be accompanied by a trade union representative or a colleague. At the meeting, the precise reasons for dissatisfaction with the Musician's performance will be stated and, where possible, advice offered on corrective measures. The Director of Concerts will keep a file note of the meeting and will outline the areas of concern and any measures suggested or agreed in either a letter to the Musician or a Performance Improvement Plan (PIP) and a copy will be placed on the Musician's personnel file. A period of time shall be agreed during which improvement on performance standard and the corrective measures noted shall be expected. At the start of the process an appropriate timescale will be agreed depending on the issues. As a guide, we recommend 21 working days from the main Orchestra Schedule (which must include orchestral rehearsals and performances) to form the basis of an initial assessment. The Musician should be informed that the possible consequences of no improvement or insufficient or unsustainable improvement, could include entering Stage 2.

During the Stage 1 review period the Musician's playing will be assessed by the Re-assessment Panel during rehearsals and performances. The members of the Re-assessment Panel will make a note of the dates and times they made assessment and their comments from this.

If the Musician's performance improves sufficiently within the timescale permitted, there will be a further meeting at which the process is formally ended. The matter will remain on the musician's record for a period of 12 months from the end of the process. A letter will be sent to the Musician confirming this.

If in the opinion of 66% of the Re-assessment Panel there has been no improvement, or insufficient or unsustainable improvement, a meeting of the Re-assessment Panel will take place to discuss the situation. The Musician will be informed of this. The Musician will then be invited to a meeting, where they are able to bring with them a trade union representative or a colleague. They will be informed that it has been deemed there has been insufficient improvement and given evidence to when and why.

The Musician will be asked to give their view point. They will be referred to Stage 2 unless they can demonstrate reasonable reasons why they have not improved. The decision may also be taken at this stage in the process to refer the Musician to the relevant CBSO policy such as the Capability Procedure, Managing Attendance Policy, or Disciplinary Procedure. The Musician will receive confirmation in writing of any decisions made. Any decision arising from this stage, will be noted in writing to the Musicians Union Steward, the Chair of the Players Committee, the Player Trustees and the Musicians Union.

Stage 2 – Re-trial or re-audition period

At this stage the Musician shall be required to be re-assessed by means of a re-audition or a trial period.

A letter will be sent to the Musician concerned informing him/her of the position and asking them to choose whether they would like to re-audition or be assessed by means of a trial period.

Re-audition

Where the Musician has chosen to be assessed by re-audition:

- i. The panel will be comprised of the Re-assessment Panel plus;
- ii. One other Section Leader
- iii. One outside assessor nominated by the Director of Concerts
- iv. One outside assessor nominated by the Musician

The procedure will be:

- i. The Musician shall be given at least four weeks' notice that he/she is required to attend an audition.
- ii. The Musician shall be entitled to have a personal representative sitting with the audition panel. The representative may be a member of the orchestra, a Union official or any other person, who shall sit as a member of the panel.
- iii. The music for the audition shall be taken from the orchestra's current repertoire except that a prepared solo piece may also be required.
- iv. The Musician shall be entitled to a second audition, of which he or she must receive at least two weeks of notice in writing.

If in the opinion of 66% of the Re-assessment Panel the Musician's playing has not improved sufficiently, Stage 3 will be entered into.

Trial period

Where the Musician has chosen to be assessed by trial period:

The trial period will last for an agreed reasonable period and will include both rehearsals and live performances.

The panel who will assess the Musician during the trial period will be comprised of the Re-assessment Panel plus;

- i. The panel will be comprised of the Re-assessment Panel plus
- ii. One other Section Leader
- iii. One outside assessor nominated by the Director of Concerts
- iv. One outside assessor nominated by the Musician.
- v. Each of the external assessors must attend the majority of rehearsals or live performances.

One of the Music Director or Principal Guest Conductor must be conducting the majority of the working days during the trial period. If the Music Director is not present during performances during the re-audition or trial period, they will have to delegate authority to the conductor present and request a report on performance of that Musician.

At the end of the agreed period, 66% of the Re-Assessment Panel vote will determine whether the Musician meets the required standard, if further assessment is required or if the process should be ended.

If further assessment is required Stage 2 is re-entered. If the process ends here, a note to that effect shall be placed on the Musician's file to be retained for 12 months. After this period they will not be referred to. The Musician will be informed of this decision in writing within 7 days.

If in the opinion of 66% of the Re-assessment Panel the Musician's playing has not improved sufficiently, Stage 3 will be entered.

Any decision arising from this stage, will be noted in writing to the Musicians Union Steward, the Chair of the Players Committee, the Player Trustees and the Musicians Union.

Stage 3 – Hearing

If the Musician does not pass the audition, or the Musician fails to either reach or maintain the required artistic standard during the trial period, the Company will normally provide contractual notice of thirteen weeks to terminate the employment for reason of capability.

Should the Musician not present himself or herself, without appropriate reason, for any audition under this procedure, he/she may be dismissed on grounds of capability.

Any decision arising from this stage, will be noted in writing to the Musicians Union Steward, the Chair of the Players Committee, the Player Trustees and the Musicians Union.

4. Appeal against dismissal

The Musician is entitled to appeal against the outcome of this decision, normally to the Chief Executive and Music Director. If the Chief Executive and Music Director has been involved in the decision process, the appeal would be heard by a member of the Board.

Such an appeal should be lodged within seven days of the date of the notice of termination of employment. The Musician is required to state his / her full grounds for appeal in the appeal notice. Whilst the appeal will not normally entail any further re-auditions; if the Musician presents reasonable mitigating circumstances, then such a request may be considered.

5. Alternative settlement

The above procedure shall not prejudice the implementation, at any time, of a formula for resolution or settlement that is acceptable to the Musician or the Company.

INSTRUMENT/POSITION	ASSESSMENT PANEL (STAGE 3)	ASSESSMENT PANEL (STAGE 4)	ASSESSMENT PANEL (STAGE 6)
Section Leader (Strings)	Music Director; Leader; Associate Leaders; Remaining String Section Leaders	Music Director; Leader; Associate Leaders; Remaining Section Leaders	Music Director; Leader; Associate Leaders; Remaining String Section Leaders; String Principals
Section Leader (Woodwind/Brass)	Music Director; Leader; Associate Leaders; Remaining Woodwind & Brass Section Leaders	As Above	Music Director; Leader; Associate Leaders; Woodwind & Brass Section Leaders; String Section Leaders; Section Players of the instrument concerned
Section Leader (Percussion)	Music Director; Leader; Associate Leaders; All remaining Section Leaders	As Above	Music Director; Leader; Associate Leaders; All remaining Section Leaders; Section Players of the instrument concerned; Timpani; Harp
Principals (Strings)	Music Director; Leader; Associate Leaders; String Section Leaders	As Above	Music Director; Leader; Associate Leaders; String Section Leaders; Remaining String Principals
Principals (Woodwind)	Music Director; Leader; Associate Leaders; Woodwind Section Leaders	As Above	Music Director; Leader; Co Leader; Associate Leaders; Woodwind Section Leaders; Remaining Woodwind Principals
Principals (Brass)	Music Director; Leader; Associate Leaders; Brass Section Leaders	As Above	Music Director; Leader; Associate Leaders; Brass Section Leaders; Remaining Brass Principals; Section Players of the instruments concerned
Timpani; Principal Percussion; Harp	Music Director; Leader; Associate Leaders; Section Leaders	As Above	Music Director; Leader; Associate Leaders; Section Leaders; Section Players of the Instrument concerned (Principal Harp)
Sub Principal Strings; Tutti	Music Director; Leader; Associate Leaders; String Section Leaders	As Above	Music Director; Leader; Associate Leaders; String Section Leaders; String Principals
Sub Principals (Brass)	Music Director; Leader; Associate Leaders; Brass Section Leaders	As Above	Music Director; Leader; Associate Leaders; Woodwind & Brass Section Leaders; Brass Principals

Notes

- a) Any objections to the composition of the panels by the Musician would be given due consideration by the Company and the Musicians' Union
- b) Quorums for the above panels to be agreed between the Company and the Musicians' Union

APPENDIX H

DISCIPLINARY PROCEDURE

1. Scope

In the spirit of good employer/employee relations, disciplinary matters should be dealt with informally and be unrecorded. However, where this approach is inappropriate or unsuccessful a formal procedure is necessary. The Company's Disciplinary Procedure shall apply to all employees and is intended to apply only to breaches of good conduct. Performance as an employee, except where such performance is affected by misconduct, is the subject of other procedures.

2. Expectation

The Company's expectation is that all employees in their capacity as employees will behave in a manner that reflects well on the Company and on the employee.

Poor time-keeping, unreasonable or unexplained absence, rudeness to colleagues or members of the public, damage to the Company's property, breach of the Company's rules, failure to respect the property or rules of concert and rehearsal halls are all examples of Misconduct.

Theft, fraud, fighting, assault, threatening behaviour, deliberate damage to Company or colleagues' property, serious incapacity while at work or on the Company's business due to alcohol or illegal drugs, breaches of Company policies, and falsification of sickness records are all examples of Gross Misconduct.

3. Principles

- 3.1 No disciplinary action will be taken against an employee unless the case has been fully investigated except as provided for under paragraph 3.7 below.
- 3.2 At every Stage of the Procedure the employee will be advised of the nature of the complaint against her/him and given every opportunity to challenge it before any decision is made.
- 3.3 At all Stages of the Procedure the employee will have the right to be represented and accompanied at disciplinary interviews by either an employee of the Company of her/his choice or her/his Trade Union Representative.
- 3.4 The Procedure may be implemented at any Stage if the employee's alleged misconduct warrants it. No employee shall be dismissed for a first breach of discipline, except in the case of Gross Misconduct.
- 3.5 The employee has the right to receive a written statement of the case and any decision arising from it at the earliest practicable opportunity. Such written statements are either to be put into the employee's hands or sent by Registered Post to her/his last notified home address.
- 3.6 Interviews arising from allegations of Misconduct or Gross Misconduct shall take place at the earliest opportunity following the allegations, after taking account of the particular working arrangements of the employee. Reasonable consideration shall be given to the need for the parties to gather evidence.
- 3.7 To enable investigations to take place or to minimise the damage arising from the alleged Misconduct or alleged Gross Misconduct an employee may be suspended from work with full pay on written notice for the shortest reasonable period, but not more than five working days. In the case of a Musician this may include additional dates on which the repertoire rehearsed or played during those five working days is performed. In the event of an employee being so suspended the Chairman of the Board of Trustees or, in her/his absence, the Deputy Chairman shall be informed in addition to the appropriate Trade Union Representative and, in the case of a Musician, the Chair of the Players' Committee and the Player Trustees.

3.8 Written records of Warnings for Misconduct shall be kept on the employee's records for the effective period stated below and shall be removed from the employee's records at the end of the effective period.

4. Misconduct

Allegations of Misconduct will be investigated thoroughly and heard by the relevant Line Manager or Department Director (hereinafter, in the case of a Musician, the Director of Orchestral Management). Before any disciplinary action is taken the employee will receive, in writing, details of the allegations and will be invited to attend a disciplinary hearing at which she/he will have the opportunity to discuss her/his case and answer the allegations that have been made.

Stage One – Recorded Verbal Warning

In the event that an employee's conduct does not meet acceptable standards, the employee will normally be given a Recorded Verbal Warning by the Line Manager or Department Director. She/he will be advised of the reason for the Warning, that it is the first Stage of the Disciplinary Procedure and of her/his right of Appeal. The Recorded Verbal Warning will be kept on the employee's personnel file and will remain effective for six months.

Stage Two – First Written Warning

In the event that an employee commits a serious offence or if a further act of unsatisfactory conduct is committed, and proven, during the six months of the Recorded Verbal Warning, the employee shall be given a First Written Warning by the Department Director. The First Written Warning will state the nature of the misconduct, the improvement or change in behaviour required, the timescale for this and the right of Appeal. The employee will also be advised that further unsatisfactory conduct will render the employee liable for a Second and Final Written Warning. The First Written Warning will be kept on the employee's personnel file and will remain effective for 12 months

Stage Three – Second and Final Written Warning

In the event that an employee commits a serious offence or if a further action of unsatisfactory conduct is committed, and proven, during the 12 months of the First Written Warning then the employee shall be given a Second and Final Written Warning by the Department Director and/or Chief Executive. The Second and Final Written Warning will state the nature of the misconduct, the improvement or change in behaviour required, the timescale for this and the right of Appeal. The employee will also be advised that the Second and Final Written Warning will be kept on the employee's personnel file and will remain effective for 12 months and that further misconduct during the effective 12 month period may render the employee liable to dismissal with the appropriate period of notice.

Stage Four – Dismissal or Other Sanction

In the event that an employee commits a serious offence or if a further action of unsatisfactory conduct is committed, and proven, during the 12 months of the Second and Final Written Warning then the employee shall be given a written statement laying out the nature of the misconduct and may be dismissed from the Company's employment with the appropriate period of notice.

5. Gross Misconduct

Allegations of Gross Misconduct will be investigated thoroughly by the Department Director, and heard by the Chief Executive and the Department Director. At least one Trustee of the Company must be present at a hearing.

If an employee is found to have committed Gross Misconduct then she/he is liable for dismissal with or without notice, although a lesser penalty may be imposed by those hearing the case.

6. Appeal

An employee who has had disciplinary action taken against her/him has the right to appeal against the decision taken. This appeal should be made in writing within five working days, or in the case of a Musician, seven days. The appeal should be addressed as follows;

In the case of Stage One where the Line Manager has chaired the hearing (not applicable in the case of a Musician) – to the Department Director who shall chair the Appeal Hearing

In the case of Stage One where the Department Director has chaired the hearing – to the Chief Executive who shall chair the Appeal Hearing

In the case of Stage Two and Stage Three where the Department Director has chaired the hearing – to the Chief Executive who shall chair the Appeal Hearing

In the case of Stage Three where the Chief Executive has chaired the hearing and Stage Four– to the Chairman and a Deputy Chairman of the Board of Trustees, one of whom shall chair the Appeal Hearing

In the case of Gross Misconduct – to the Chairman and a Deputy Chairman of the Board of Trustees, one of whom shall chair the Appeal Hearing

and should be delivered, by hand or registered post, to the Company's Registered Office.

In the case of Gross Misconduct, at least two Trustees of the Company must be present at the Appeal Hearing.

The outcome and decision of the Appeal Hearing shall be final.

APPENDIX I

GRIEVANCE PROCEDURE

1. Purpose and Scope

The Grievance Procedure provides employees with the opportunity to raise and resolve problems in an organised and equitable manner. If an employee has a grievance or complaint relating to her/his employment or to any member of the Company, she/he has the opportunity to air the grievance so that action can be taken to rectify the problem.

The Grievance Procedure consists of two procedures: a Standard Grievance Procedure and a Modified Grievance Procedure. In normal circumstances the Standard Grievance Procedure will be followed when raising a formal grievance.

2. Principles

Minor grievances should be dealt with informally with Line Managers, but where matters are more serious the following procedure may be used.

If the grievance relates to allegations of harassment or discrimination, the employee should raise her/his grievances in accordance with the Dignity at Work Policy and Procedure.

At any stage the employee can ask for a work colleague or trade union representative to accompany her/him to the discussions.

The procedure may be implemented at any stage if the grievance is of a sufficiently serious nature to warrant the immediate attention of a Department Director (hereinafter, in the case of a Musician, the Director of Orchestral Management), or could result in disciplinary action against a fellow employee. It may also be appropriate to raise the matter with a Department Director if the complaint involves the employee's Line Manager.

If for any reason it is not possible to resolve the matter within the time scales in the Procedure, the Line Manager or the officer of the Company hearing the grievance will inform the employee and give an estimate of the additional time it will take.

3. Standard Grievance Procedure

In the event that an employee wishes to make a complaint of unfair treatment, she/he should proceed as follows:

Stage One

The grievance must be set out in writing and the statement, or copy of it, should be given to the employee's Line Manager, or in the event that the grievance relates to the Line Manager, to a Department Director.

Stage Two

Arrangement will be made to hold a hearing within five working days, or in the case of a Musician, seven days, of receipt of a grievance. This hearing will be conducted by the Line Manager or, in circumstances where the Line Manager is the subject of the grievance, by a Department Director. The discussion of the hearing, along with any information obtained through prior investigations will be taken into consideration and the employee will be formally notified of the outcome within 10 working days, or in the case of a Musician, two weeks, of the hearing. If it is not possible to respond within this time-frame the employee will be given an explanation for the delay and informed of a date by which the response will be made. The employee may be represented or accompanied at this meeting by a work colleague or trade union representative.

Stage Three

If the matter is not resolved to the employee's satisfaction, she/he should appeal in writing to a Department Director or an authorised deputy. The employee will be entitled to have a meeting with the Department Director or authorised deputy to discuss the matter. The Department Director or authorised deputy will give her/his decision within 10 working days of the grievance being received. The Department Director's decision is final. The employee has the right to be represented at this meeting by a work colleague or trade union representative.

4. Modified Grievance Procedure

Where an employee has ceased to be employed by the Company and the Standard Grievance Procedure has not already been commenced or completed in relation to the employee's grievance, providing both parties have agreed in writing, the following modified two stage procedure will apply.

Stage One

The employee must set out the grievance in writing and the statement, or copy of it, should be given to the employee's Line Manager, or in the event that the grievance relates to the Line Manager, to a Department Director.

Stage Two

The Manager will respond in writing to the employee's written grievance without unreasonable delay.

NB: There is no meeting and no appeal in the Modified Grievance Procedure.

APPENDIX J

COMPULSORY CALL HOUR FORTNIGHT EXAMPLE

Maximum of 55 Compulsory Call Hours in any 2 week period

Worst Case Scenario

