BBC/MU ORCHESTRAS AGREEMENT

2026

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1. INTRODUCTION

1.1 This Agreement is made between the BBC and the Musicians' Union (the "MU") and the terms and conditions set out herein are applicable to orchestral musicians employed by the BBC ("Player(s)") as members of the BBC's orchestras ("BBC Orchestra(s)").

1.2 This Agreement shall be deemed to have come into operation on 1st August 2026 and shall continue in force until terminated or revised by mutual agreement between the parties and subject to either party giving to the other not less than thirteen weeks' written notice.

1.3 Local agreements and variations to this Agreement may be negotiated, as demanded by the Orchestras' activity including all arrangements relating to UK and Foreign orchestra tours, and in relation to any BBC local practices.

1.4 Each Player shall enter into a written contract of employment with the BBC ("Contract of Employment"), which shall incorporate by reference the terms and conditions of this Agreement.

1.5 The terms & conditions for Extras & Deputies engaged by the BBC to work with the BBC Orchestras are subject to a separate agreement between the BBC and the MU.

2. SERVICES WITHIN CONTRACT

Players shall provide their services to the BBC Orchestra that engages them, as follows:

2.1 Primary Activities of the Orchestra
To rehearse and perform in the BBC Orchestra, and to otherwise participate in the primary activities of the BBC Orchestra.

2.2 Other ensembles arranged by the Orchestra Management
To rehearse and perform in any smaller ensembles that may be arranged by the Orchestra Management to give live performances of musical works (i.e. not performances of improvised music) under the direction of a conductor (i.e. not a chamber ensemble – such as a string quartet – that would require musicians to rehearse and direct themselves), and that are for the purpose of contributing to the BBC's public service remit.

The selection of Players for such an ensemble will be undertaken by Orchestra Management in the knowledge of what is reasonably expected of an orchestral musician, the post held by the Player, and with careful consideration of the skills and experience required to perform the repertoire.

2.3 Learning & Outreach Work

To contribute to the BBC Orchestra's Learning & Outreach activities.

The BBC acknowledges that key to the success of involving Players in Learning and Outreach activities is matching the right person to the nature of the work required, especially where someone is required to work in a leadership capacity, on their own, or in a small group. Accordingly, the Orchestra Management will carefully consider the selection of the Players for participation in Learning & Outreach activities.

Learning & Outreach work will invariably utilise the skills and knowledge of professional orchestral musicians. Some roles, however, require additional skills and extra responsibility, for which the BBC will provide training when required.

Where the Player accepts a role with additional skills or responsibility, the BBC will pay the Player an Additional Responsibility Payment, in particular for the following:

- Creative leadership
- Project leadership
- Workshop leadership
- Content creation

The Orchestra Management will, whenever possible, schedule a Player's work for Learning and Outreach activities within their contracted working time. If a Player agrees to undertake Learning and Outreach work outside their contracted working time, then the BBC will make an additional salary payment as follows:

	London Orchestras	**Others**
Work in a period of up to 3 hours	£135	£123
Work in a period of 2 hours	£95	£89

subject to a minimum payment of £135 (London Orchestras)/£123 (others) for each day of work.

2.4 Scheduling of Learning and Outreach Work

The Orchestra Management shall:

- schedule Players' participation in any such activity within the Orchestra's contracted working time, unless otherwise agreed with the Player; and

- ensure that individuals and groups of Players are not scheduled excessively in relation to other Players of the Orchestra.

3. BASIC SALARIES & LONDON WEIGHTING ALLOWANCE

3.1 Basic Salaries

Basic Salaries have been increased as follows:

1st August 2026 1.5 % pay award with a minimum full-time equivalent increase of £1,000 for all eligible staff.

The Basic Salary Scales from August 2026are shown in the Schedule 1.

3.2 BBC Long Service Salaries (Years 10 and 20)

Players who have completed 10- or 20-years' service employed by the BBC will receive higher salaries, as shown in Schedule 1.

3.3 London Weighting Allowance

Players in the London Orchestras will receive the BBC's London Weighting Allowance of £5,523 or pro-rata for part-time employees (unless another rate has been agreed with individual Players).

4. RIGHTS

4.1 The BBC shall acquire within salary all rights in a Player's work for use in all media, formats and territories in perpetuity subject to supplementary payments for the following only:

(i) extracts used in a manner which is completely outside the context of the original use for a purely commercial purpose unrelated to the BBC's activities (e.g. the use of an extract as an advertising jingle by a commercial advertising agency).

(ii) altered, adapted or remixed extracts used in an interactive application (other than in a public service or educational context would not attract supplementary payment)

(iii) third party hire arrangements where the BBC grants the third party specific rights to further commercial exploitation of the performance. A third-party hire arrangement is one where there is no connection to the following: the BBC, any other public service broadcaster, BBC Studios, tours or participation at festivals or work for any organisation in which the BBC is a co-production or broadcast partner

(iv) single purpose sessions for a commercial audio recording in which there is no BBC involvement, a payment of 50% of the appropriate MU/BPI rate will be payable.

These supplementary payments will be in line with any relevant freelance agreement to which the Musicians' Union is currently a party, or where no such relevant agreement exists, as agreed between the BBC and the Musicians' Union.

N.B It is not the intention of the BBC to substitute the music recorded under these terms for music which otherwise would be recorded specifically for a particular Radio or Television programme. This does not preclude the use of music recorded under these terms as an alternative to other existing and available recorded music.

5. SCHEDULING

The provisions of this clause are subject to the Operating Agreement for Scheduling Work in Appendix 1 to this Agreement.

5.1 Scheduled hours

5.1.1 There will be a maximum of 2,080 hours scheduled per year.

5.1.2 The year will be divided into quarters as follows for the purposes of scheduling: -

BBC Weeks 1 - 13	(January to March)
BBC Weeks 14 - 26	(April to June)
BBC Weeks 27 - 39	(July to September)
BBC Weeks 40 - 52	(October to December)

5.1.3 Each quarter will represent 520 hours (i.e. 2,080 divided by 4).

5.1.4 There will be a maximum of 390 playing hours in a 13 week quarter.

5.1.5 There will be a maximum of 31 playing hours in a week although on 8 occasions a year this may be increased to 36 hours however 2 or more consecutive 36-hour weeks may not be scheduled.

5.1.6 There will be a maximum of 44 scheduled hours (i.e. on-call and playing) in each week.

5.1.7 In any year in which there are 53 "BBC Weeks", the last quarter will contain 14 weeks, i.e. 560 hours with a maximum of 420 playing hours.

5.2 Scheduled Work on Days at Base

5.2.1 Time shall be credited in half-hour units on the basis of actual scheduled time, i.e. from the start of the rehearsal, recording, rehearse/record or performance session to the end of the scheduled session. No session shall be credited at less than one hour (even if the duration of the session is shorter). No time shall be credited in respect of travel time to and from base.

5.2.2 Meal times (1 hour for lunch and 1 hour 30 minutes for dinner) shall not form part of the on-call hours.

5.3 Scheduled Work on Days Away from Base (or temporary base if on tour in the UK)

Time shall be credited in half-hour units on the basis of both:

(i) actual scheduled playing time, i.e. from the start of the rehearsal or performance session to the end of the scheduled session. No session shall be credited at less than one hour (e.g. even if the duration of the session is shorter e.g. for a seating call); and
(ii) on call times, i.e. from leaving base to returning to base (excluding actual scheduled playing time).

NB (i) The BBC has agreed that meal times (1 hour for lunch and/or 1 hour 30 minutes for dinner) within on-call periods away from base shall count as on-call time.

(ii) Journey times will be estimated and agreed locally prior to the commencement of any journey, based on local knowledge and an average of previous journey times and allowing for appropriate breaks on longer journeys. Subsequent changes in times will be by mutual agreement.

(iii) There is an agreement recognising a “moving base”, i.e. tours in the UK, where Players are staying away from home overnight, and in respect of a working day away from base the normal credit shall apply but the total credit for that day shall not be less than 3 hours. The new base will be established at the end of the concert or at the end of a journey to a different base.

5.4 Consecutive Days

Activity will not be scheduled on more than eight consecutive days other than in exceptional circumstances.

5.5 Three Session Days

Three session days will not be scheduled on more than twenty occasions per year.

5.6 Overnight Break

A minimum overnight break of eleven hours will be scheduled between periods of activity. When work away from base is involved the break will begin at the scheduled return time.

5.7 Overtime

5.7.1 Overtime will be paid in 15-minute units. The hourly rate is calculated by dividing the annual salary by 1326 hours.

5.7.2 Overtime will be paid in respect of duty scheduled in excess of 520 hours in any quarter.

5.7.3 Overtime rates will be paid in respect of any playing hours worked above 31 in any week, subject to 5.1.5 above where on 8 occasions a year this may be increased to 36 hours, and in respect of any scheduled hours worked in excess of 44 in any week.

N.B. BBC Orchestras will continue to use the week as defined "Sunday to Saturday both days inclusive.

5.7.4 Overtime is not payable twice for any given period.

5.7.5 Overtime rates will also be paid in respect of any unscheduled additional playing time at the end of a rehearsal or recording session.

5.8 Scheduled Working Time

Working time will be permitted to be scheduled for any work undertaken by the Orchestras including activities such as staff training, seminars and audition panels.

5.9 Notice of Scheduled Working Time

The BBC shall use its best endeavors to give Players at least fourteen days' notice of any alteration in the attendances required of them, unless such alteration is due to unavoidable changes in the BBC's requirements.

5.10 Annual Leave, Public Holidays, Corporation Day

Annual leave is normally scheduled by your Orchestra Manager, but in Orchestras where part of the annual leave entitlement is not scheduled (known as 'own choice leave'), you should apply for it from your Orchestra Manager well in advance of the dates when you wish to take it. NB All leave is subject to operational requirements and the need to maintain reasonable staffing levels.

5.10.1 There are five weeks of Annual Leave entitlement. Each week of Annual Leave will be credited as 40 scheduled hours.

5.10.2 There are eight Public Holidays plus Corporation Day. Each of these nine days will be credited as eight scheduled hours.

5.10.3 The main Summer annual leave break will, whenever possible, be scheduled to commence on a Saturday, and one "free day" will be attached to the end of the leave period.

5.10.4 A main Summer annual leave break commencing on any other day, will attract two "free days" to be attached to the leave period.

5.10.5 Leave weeks given under this clause will not be subject to the "BBC Week" for the purposes of crediting.

5.10.6 Leave weeks shall be designated as 30 playing hours and 10 on-call hours.

5.11 Free Days

5.11.1 There will be 100 free days per year.

5.11.2 A minimum of 26 days will be given as 13 pairs of consecutive days.

5.11.3 There will be a minimum of one pair of consecutive free days in any four-week period.

5.11.4 There will be a minimum of twenty free days per quarter (BBC weeks: 1-13, 4-26, 27-39, 40-52/53). The minimum of twenty free days per quarter will be reduced by 1 free day pro rata to the number of weeks of Annual Leave falling in that quarter.

5.11.5 In each period of two BBC weeks there will be at least two free days.

5.12 Release from duties for work with other orchestras

Release from duties to work with other orchestras will normally only be granted for formal trials for vacant posts with other orchestras.

Requests for release for formal trials will need to be supported by written evidence from the orchestra offering the trial and will always be subject to operational needs. Due consideration will be given to the nature of the work for which a release has been requested e.g. work with the Principal Conductor/Music Director, tied dates and important high-profile work such as the Proms.

Where a release is granted, it will be taken as unpaid leave, calculated as follows:

- 20 or fewer days per year: 1/221st of salary, and
- 21 or more days per year: the full cost of the deputy (including any expenses, subsistence and travel)

NB The year will commence from the first date of absence for each Player.

If, exceptionally, a release is granted for work other than formal trials with other orchestras, then the Player will be responsible for meeting the full cost of a deputy, including all expenses, subsistence and travel.

5.13 Travel Away from Base - not part of a UK or foreign tour

5.13.1 Return journeys by coach shall be limited to a maximum of 320 miles round trip from base (depending on terrain and road infrastructure) in any 24-hour period.

5.13.2 Single journeys from base in excess of 160 miles shall attract an overnight allowance or accommodation will be provided.

N.B. Journeys by rail, sea or air within the UK to be negotiated separately.

5.14 Return to Base After Midnight

5.14.1 When an orchestra returns to base after midnight the following late return fees will be payable:

Return between midnight and 12.30 am - £13,10

Return between 12.30 am and 1.00am - £26.42

5.14.2 When return to base is after 1.00am an overnight payment shall be paid or accommodation provided.

5.14.3 The calculation of a return time assumes that coaches return to base by the quickest or more direct route. "Stopping off" to allow passengers to alight from the coach will not be part of the calculation.

5.14.4 The following day will be scheduled in the normal way subject to the provision of a scheduled overnight break as provided in clause 5.6.

5.15 Night Work

A supplementary payment of £30.30 will be made for playing between midnight -0800.

6. STEPPING UP AND ACTING UP

6.1 Stepping Up

A Player may be asked to step up one place for up to 45 days or 90 sessions (whichever comes first) within salary. However, a payment equal either to the appropriate hourly rate or by local agreement will be made when either:

(i) a Player is required to step up one place for 46 or more ad hoc days (or 91 sessions) in a 12 months period, OR

(ii) a Player agrees to step up two places

6.2 Acting Up

Where a Player agrees to act up the Player will receive the pay scale of the seat to which the Player acts up, and during this period the Player can be required to step-up a further seat in accordance with 6.1 above and as detailed in their Contract of Employment.

7. TRAVEL, MEALS AND ACCOMMODATION

The BBC reserves the right in all cases to provide transport, meals and accommodation in lieu of an allowance and there may be circumstances in which a meal allowance is paid but an overnight allowance is not paid or vice versa. Where an allowance is paid the rates are as follows:

7.1 Meal Allowances

Away from home or base for more than 5 hours and where there are no BBC canteen facilities	£8.00
Away from home or base for more than 10 hrs and where there are no BBC canteen facilities (departing before1300)	£22.00

All meal expenses claimed must be submitted via the concur system and VAT receipts must be provided. *

A BBC employee can make a maximum claim of £30 in one day, but must claim for the amounts of £8 and £22 separately and with VAT separate receipts.

* *An exception for the BBC Concert Orchestra is made on the basis that the orchestra does not currently have a fixed contractual base. If/when the BBC Concert Orchestra has a fixed contractual base (an identifiable, confirmed building for its base location) it too will align with the new meal allowance rates and the provision of receipts, without the requirement for further Union ballot. Until this time, the BBC Concert Orchestra will only be able to claim for meal expenses at the lower rates detailed in the 2022 BBC MU agreement.*

7.2 Accommodation, Breakfast & 24 Hours Allowances

The BBC will usually arrange and pay for accommodation and breakfast. Where these have not been provided one of the following will apply:

(i) Maximum receipted allowances (excluding VAT) are:

Out of London	Cost per night (Exc VAT)	London	Cost per night (Exc VAT)
Room Only	£90.00	Room Only	£135.00
Bed & Breakfast	£100.00	Bed & Breakfast	£145.00

This receipted allowance is subject to the prior approval of the Orchestra's Management.

(ii) Where the BBC arranges and pays for accommodation and breakfast but Players are given the option to arrange their own accommodation and breakfast (excluding staying with friends/family which is dealt with in (iii) below) they will receive reimbursement of the actual cost of accommodation upon production of a receipt and up to a maximum of that which the BBC is paying for accommodation and breakfast, but this is also subject to the maximum receipted allowance. Players must provide a receipt in order to be reimbursed.

Where Players are given the option to arrange their own accommodation and stay with friends/family a sum of £20.00 will be paid In addition to the above, a 24 hours allowance of £5.00 applies.

8. MUSICAL INSTRUMENTS

8.1 Instrument Insurance

The BBC's group insurance policy for the BBC's Performing Groups will cover one of each type of instrument which the Player is contracted to play. The Player will provide the detail(s) and valuation(s) by a reputable dealer of the instrument(s) to be covered by the BBC.

8.2 Instrument Maintenance Allowance

This is a tax-free allowance to contribute to Players' cost of maintenance, service or repair of their instrument or for the purchase of consumables. (For details of the amount that can be claimed see section 9).

8.3 Instrument Loans

On receipt of written request from a Player, the BBC will consider making a loan to a Player to purchase an instrument required for their services to the Orchestra.

Any such loan will be offered to the Player at the BBC's sole discretion, and on the following conditions:

8.3.1 the Player must provide funding to purchase the instrument as follows:

Cost of Instrument	Player's Funding
Up to £3000	50%
£3000 – £5000	40%
£5000 or more	30%

8.3.2 the Player must repay the loan within the periods specified below:

Cost of Instrument	Repayment Period
Up to £3000	1 year
£3000 – £5000	2 years
£5000 or more	3 years

8.3.3 A guarantor must be provided for loans over £1000 or for a Player with short service.

8.3.4 A Player must provide evidence of the purchase within one month of the loan being granted.

9. Instrument Maintenance Allowance and External Training and Development

9.1 Instrument Maintenance Allowance

This is a tax-free allowance to contribute to Players' cost of maintenance, service or repair of their instrument or for the purchase of consumables.

9.2 External Training And Development

In certain circumstances the BBC will contribute towards the cost of external training or development to aid a Player's musical advancement.

The main condition for eligibility for training or development is that the activity must be of benefit to the BBC because it is relevant to a Player's current role. Assistance may also be provided in cases where it is relevant to a post which the Player is likely to hold in the foreseeable future. Assistance will not be given for courses related to vague prospects or for general educational courses at degree or other levels. Typical activities include:

- Lessons
- Masterclasses
- Alexander Technique
- Posture control and correction (e.g. physiotherapy)
- Self-development
- Team building

Financial assistance will only be given with the Orchestra Manager's approval and in some cases may only be a partial contribution to the cost of the training or development. Players who wish to request assistance should apply to their Orchestra Manager. Applications should be made in advance because retrospective approval will not normally be given.

The BBC will pay the fees either directly to the Player on production of a receipt (if this has been agreed in advance with the Orchestra Manager) or directly to the training provider on production of a valid invoice which must contain the following details:

- Player's name
- Orchestra's name (e.g. BBC National Orchestra of Wales)
- the type and dates of the training
- whether the provider of the training is VAT registered or not.

The Instrument Maintenance Allowance and External Training and Development Allowance can be claimed for either or both uses by each Player with the claim(s) being allowed up to £1,070 (or pro-rata for part-time Players) in any one year. This is subject to submission of a valid receipt for each item of expenditure. The new combined allowance will align with the financial year effective 1st April 2022. Unused allowances cannot be rolled over into a future financial year.

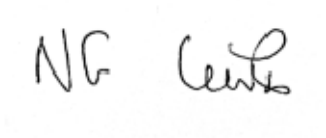
10. MANAGEMENT OF MUSICAL PERFORMANCE STANDARDS

The BBC and MU have agreed two new policy statements both of which are attached in Appendix 2 to this Agreement:

- **Managing Musical Performance Policy** – which sets out how the musical performance standards of Players will be managed; and

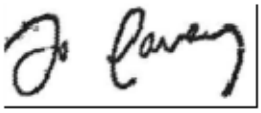
- **Implementation of the BBC Capability Policy** which sets out how the BBC Capability Policy will be followed where a Player fails to reach or maintain the required standards of musical performance.

Signed:



.....
on behalf of the **BRITISH BROADCASTING CORPORATION**

NIGEL LEWIS
HR Director of IR and Policy



.....
on behalf of the **MUSICIANS' UNION**

JO LAVERTY
National Organiser Orchestras

Schedule 1: Basic Salaries 1st August 2026

BBC PHILHARMONIC ORCHESTRA BBC SCOTTISH SYMPHONY ORCHESTRA BBC NATIONAL ORCHESTRA OF WALES			
Grade	Years of Service	Basic Salary	Overtime Rate
Tutti	1-9 years	£42,104	£31.75
	10-19 years	£42,801	£32.28
	20 +	£43,497	£32.80
1st Violin No.6 (R&F)	1-9 years	£42,937	£32.38
	10-19 years	£43,633	£32.91
	20 +	£44,330	£33.43
No.4: 2nd Violin, Viola, Cello & Double Bass	1-9 years	£44,673	£33.69
	10-19 years	£45,368	£34.21
	20 +	£46,065	£34.74
1st Violin No. 5 (R&F)	1-9 years	£45,137	£34.04
	10-19 years	£45,834	£34.57
	20 +	£46,531	£35.09
Sub - Principal	1-9 years	£45,566	£34.36
	10-19 years	£46,264	£34.89
	20 +	£46,960	£35.41
Principal	1-9 years	£48,040	£36.23
	10-19 years	£48,738	£36.76
	20 +	£49,433	£37.28
Section Principal	1-9 years	£50,546	£38.12
	10-19 years	£51,243	£38.64
	20 +	£51,940	£39.17
Key Principal	1-9 years	£53,011	£39.98
	10-19 years	£53,708	£40.50
	20 +	£54,404	£41.03

BBC Concert Orchestra			
Grade	Years of Service	Basic Salary	Overtime Rate
Tutti	1-9 years	£42,104	£31.75
	10-19 years	£42,801	£32.28
	20 +	£43,497	£32.80
Sub - Principal	1-9 years	£45,566	£34.36
	10-19 years	£46,264	£34.89
	20 +	£46,960	£35.41
Principal	1-9 years	£48,040	£36.23
	10-19 years	£48,738	£36.76
	20 +	£49,433	£37.28
Section Principal	1-9 years	£50,546	£38.12
	10-19 years	£51,243	£38.64
	20 +	£51,940	£39.17
Key Principal	1-9 years	£53,011	£39.98
	10-19 years	£53,708	£40.50
	20 +	£54,404	£41.03

BBC SYMPHONY ORCHESTRA			
Grade	Years of Service	Basic Salary	Overtime Rate
Tutti	1-9 years	£48,367	£36.48
	10-19 years	£49,055	£36.99
	20 +	£49,746	£37.52
Tutti Numbered	1-9 years	£50,860	£38.36
	10-19 years	£51,550	£38.88
	20 +	£52,240	£39.40
1st Violin no.6	1-9 years	£49,474	£37.31
	10-19 years	£50,164	£37.83
	20 +	£50,853	£38.35
Sub-Principal B	1-9 years	£50,985	£38.45
	10-19 years	£51,675	£38.97
	20 +	£52,364	£39.49
Sub-Principal	1-9 years	£52,478	£39.58
	10-19 years	£53,168	£40.10
	20 +	£53,856	£40.62
Co-Principal	1-9 years	£57,630	£43.46
	10-19 years	£58,320	£43.98
	20 +	£59,010	£44.50
Principal	1-9 years	£64,279	£48.48
	10-19 years	£64,977	£49.00
	20 +	£65,674	£49.53

The hourly overtime rate is calculated by dividing the annual basic salary by 1326 hours.

Appendix 1

Operating Agreement for Scheduling Work

One of the aims of the BBC/MU Orchestras Agreement (the "Agreement") is to enable the BBC Orchestras to make an important contribution to the BBC's public service remit and its multi-media output. The BBC Orchestras need to be able to respond flexibly to any opportunities offered to them, and to operate efficiently, in general and in particular to meet the requirements of specific projects.

As well as helping the BBC Orchestras meet these challenges, the provisions in the Agreement for scheduling work (clause 5) are intended to ensure that Players have adequate time off and with proper protections for their social and family lives.

Therefore, the management of each Orchestra shall undertake to:

- develop schedules that as far as reasonably possible balance the requirements of the Orchestra and personal lives of Players;

- give as much notice as possible to Players of the schedules and the type of work that will be required during rehearsals, concert performances and recording sessions;

- make every effort to keep short-notice changes to the schedules to a minimum and only make them where operationally necessary;

- where short-notice changes are necessary or exceptional, or when unforeseen circumstances arise, provide as much information to and consult with Players;

- provide opportunities for regular dialogue about the schedules between Orchestra Managers and Players when the Orchestra Managers can explain forthcoming work and priorities for each Orchestra, and Players can ask questions and raise any concerns about the schedules.

Appendix 2

Managing Musical Performance Policy

This policy sets out how the musical performance standards of all employees (players) in the BBC Orchestras will be managed. It is an agreed statement between the BBC and the Musicians Union that may be varied only by negotiation with the Musicians Union.

General

Giving and receiving regular positive feedback is essential for the well-being of all employees, especially musicians of orchestras as they are expected to perform to a very high standard.

This policy is intended to benefit players by supporting them in achieving and maintaining those very high standards.

Regular Feedback for Players

In the normal course of work, Section Principals and Orchestra Managers will discuss with individual players their musical performance and provide regular feedback.

Every 12 months, players will have an informal conversation with their Section Principal (section members) or Orchestra Manager (Section Principals) to review their musical performance during the past year.

The purpose of the annual informal conversations with players is to discuss in general terms a player's musical performance during the past year, and any concerns that a player is failing to reach or maintain the required standards of musical performance will not be raised for the first time during these conversations, but will be managed as and when they arise, according to the BBC Capability Policy.

Assessment of players' musical performance

Players accept that for feedback purposes, their musical performance will need to be regularly assessed. Whilst this can often be achieved in the normal course of work, alternative arrangements may have to be made. For example, Section Principals of string sections may occasionally need members of their section to play with them on the same desk.

Players accept that the Orchestra Manager and Director may seek feedback from anyone who is competent to assess a player's musical performance, including without limitation the BBC's producers.

Appendix 3

Implementation of the BBC Capability Policy

The BBC Capability Policy will be followed where a player fails to reach or maintain the required standards of musical performance through lack of knowledge, skill or ability, and this document explains how it will be applied in relation to players' musical performance.

Informal Actions

Responsibilities
Section Principals will be responsible for holding an initial informal discussion with members of their section, as set out below.

The Orchestra Manager will be responsible for holding an initial discussion with Section Principals, as set out below.

Initial discussion
As soon as a Section Principal or Orchestra Manager (as applicable) becomes aware of an under-performance issue of a player, they will initially discuss it informally with them, giving clarity over any technical issues they consider to be relevant, and what improvements need to be achieved.

If, following the initial discussion with the player, the required improvement has not been achieved, then the Orchestra Manager (together with the Section Principal as applicable) will have a further informal discussion with the player about the under-performance issue, and they will propose some objectives and a timescale (up to a maximum of 3 months depending on the issue) for the player to achieve the required improvements. The Orchestra Manager will confirm the objectives and timescale in writing to the player.

In exceptional circumstances, the Orchestra Manager may agree to an extension to the agreed period, provided it is evident that the player has made all reasonable efforts to achieve the objectives, and that there is a reasonable prospect that the objectives will be achieved during an extended period.

To support the player to make improvements, their musical performance will be regularly assessed, and the Orchestra Manager will provide them with feedback, with advice and feedback from their Section Principal as applicable. The player will be expected to keep the Orchestra Manager regularly updated on their progress and on any problems they are encountering.

A written note of these informal discussions can be kept for reference but will not be placed as a formal record on a player's file.

At the end of the agreed period for achieving the objectives, the Orchestra Manager will meet with the player to review and discuss their performance with advice and feedback from their Section Principal as applicable.

Following this review, the Orchestra Manager will decide on one of the following:

- that the required improvement has been achieved, and no further action will be taken; or
- that the required improvement has not been achieved, and that it is necessary to implement the **Formal Procedure**.

Where **Informal Action** does not achieve the satisfactory results, or if **Informal Action** is not appropriate, the **Formal Procedure** will be implemented.

Formal Procedure

The **Formal Procedure** of the **BBC Capability Policy** will be followed, and the Orchestra Manager will write to the player notifying them of the concerns over their musical performance and will invite them to a meeting (**First Capability Meeting**) to discuss the matter.

The written communication will state:

- The time and place of the meeting which will be as soon as is reasonably practicable.
- Who is to conduct the meeting (usually the Orchestra Manager), and anyone else who may be present.
- The specific areas of concern.

As stated in the **BBC Capability Policy**, at any formal meetings players have the right to be accompanied by an accredited trade union representative or a BBC colleague (other than a practicing lawyer).

For the formal **Improvement Plan** (as described in the **BBC Capability Policy**) the time within which the improvement must be achieved will normally be up to 3 months (depending on the under-performance issue). This period may be extended provided there is evidence that the player has made all reasonable efforts to achieve the required improvements and that there is a realistic prospect that the required improvements will be achieved during an extension.

To support the player to make improvements, their musical performance will be regularly assessed, and the Orchestra Manager will provide them with advice and feedback from their Section Principal as applicable.

The player will make themselves available for regular feedback, and will be expected to keep the Orchestra Manager regularly updated on their progress and on any problems they are encountering.

At the end of the **Improvement Plan** a further meeting (**Second Capability Meeting**) will be held to review the player's musical performance. A possible outcome of this meeting may be a requirement for the player to perform at a Formal Assessment.

As stated in the BBC Capability Policy, employees have a right of appeal against the decision under all formal stages of this procedure. All appeals will be conducted in accordance with the BBC Appeals Policy.

The possible outcomes of the Second Capability meeting will be as stated in the **BBC Capability Policy,** and may include without limitation:

- No further action
- Extension of the Improvement Plan
- the requirement for the player to perform at a Formal Assessment before a panel
- Final written warning.

Formal Assessment
The player will be given at least four weeks' notice that they are required to attend a Formal Assessment.

The assessment panel will comprise Orchestra Manager and anyone else that the BBC decides is reasonably needed to assess the player's musical performance.

As with any formal meetings arranged during the Formal Procedure, players have the right to be accompanied at the Formal Assessment by an accredited trade union representative or a BBC colleague (other than a practicing lawyer). The player's companion should be allowed to present the employee's case at the Formal Assessment.

At the player's request, the BBC will include one independent person (i.e. someone who is not directly involved with the BBC or the player, and who has no knowledge of the under-performance issue in question) to join and advise the assessment panel. The Orchestra Manager will give good faith consideration to the independent person's advice, but the Orchestra Manager will remain solely responsible for taking all decisions following the assessment.

For the assessment, the BBC will select repertoire that it considers reasonable to expect the player to be able to perform in the position they hold, and that has recently been performed by the Orchestra. The Orchestra Manager will give the player written notification of the selected repertoire no later than four weeks prior to the assessment.

The possible outcomes of the Formal Assessment will be as stated in the **BBC Capability Policy,** and may include without limitation:

- No further action
- Extension of the Improvement Plan
- Final written warning.

If a final written warning is issued to the player, as stated in the **BBC Capability Policy**, a **Third Capability Meeting** will be held to review the player's musical performance, and the possible outcomes of this meeting may include without limitation:

- No further action
- Redeployment to another position;
- Dismissal with notice.

Appendix 4

Filming Guidelines

The aim of these guidelines is to ensure that Players, audio-visual production and the orchestra management team successfully work together.

Learning Work - Before Filming

Learning projects vary in content, style and inception. Projects produced by the orchestra's education team will in most cases mean that the television recording will usually be observational and, therefore, reviewing filming requirements is key in order that the object and success of the project is not disturbed. However, projects generated by television production or joint education/television initiatives will require a different and probably collaborative approach - but again the key to success is carefully reviewing filming requirements.

The period before filming is the most important in terms of understanding and communicating the TV producer's plans. This will involve collaboration with members of the management team – this could be with the Learning, Orchestra and/or General Manager – as well as discussion with the group itself– and indeed, individual Players depending on their level of personal involvement in the programme.

From the start, programme makers should be as clear as they can be about the nature of the programme and its purpose. The Orchestras will need to know what the item or programme is about and what kind of contribution the group or individuals will be expected to make to it. The producer should have a single contact within the Orchestra management team and this person should be responsible for communicating the details of the aims and aspirations of the producer to the Orchestra. The producer will also need to communicate any changes in plans (both before and during filming) to their Orchestra contact and this same person should attend the filming to help liaise between the production and the Players.

All other Filming

Music relays and excerpts from concerts and rehearsals

Most Players in the Orchestras are familiar with the production of music programmes or news and documentary crews filming excerpts from concerts and rehearsals.

Best practice in this area includes:

- Describing the intended look and style of the programme
- Describing how the production will be filmed, e.g.
    - will a camera script be used or not
    - the type of cameras & how they will be used e.g. handheld – fixed position – crane (in the case of camera cranes ensuring that there is enough room above the head and/or top of the instrument when played if the crane is to be swung over the orchestra)
    - where there is no camera script and the recording will be mainly or totally by handheld camera early discussion about dealing with any sensitivities regarding filming solo or difficult passages

- ensuring any special lighting for television does not impede the Player from reading their music or seeing the conductor or their colleagues
- taking care not to be in a Player's sightline both to the conductor and their colleagues
- taking care not to be excessively intrusive by keeping noise levels as low as possible & using unobtrusive recording techniques. Good practice in this area includes -
    - using talkback with noise cancelling headphones
    - making sure that when camera script cards are used, they are turned as quietly as possible
    - responding to the director as quietly as possible

Documentary programmes

Documentary programmes vary in nature widely and, therefore, filming techniques will vary similarly - from documentary crews simply attending with one fixed camera to record brief excerpts (as described above) to lengthy observational documentaries.

With this in mind, it is difficult to lay down precise guidelines, however, paramount in this area is open and clear discussion between the TV production team, the management team and the Players involved as soon as practical.

This is especially important as Players may be less familiar with the techniques of documentary programme makers - and processes and assumptions that may be regarded as obvious to the professional film maker may not be shared by a performer in this context. So straightforward communication is vital between everyone involved both behind and in front of the camera and, of course, for BBC TV production teams the BBC's Producers Guidelines on dealing with contributors and interviewing techniques apply when working with both Players and freelance musicians in the Orchestras.

Best practice in this area includes:

- a short but clear brief from the producer covering practical and editorial elements including:
    - where and when they wish to film
    - description of how they will film the project
    - whether they wish to interview any Players of the orchestra, what the interview will cover and whether the interview needs illustration with performed extracts
- Liaison meeting with all parties who will be in attendance at the recording. This may include liaison with other producers – e.g. BBC Radio – to go through the TV producer's requirements
- and, of course, many of the bullet points made in the 'music relays' paragraph above will also apply.