

BBC Singers/MU AGREEMENT

2023

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1. Introduction

- 1.1 This Agreement is made between the BBC and Musicians' Union "MU" and the terms and conditions set out herein are applicable to vocal musicians employed by the BBC ("Singer(s)") as members of the BBC Singers ("BBC Singers") (the "Bargaining Unit").
- 1.2 This Agreement shall be deemed to have come into operation on 1st August 2023 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. The term "parties" for the purposes of this Agreement shall mean the BBC on the one part and any trade union that is recognised by the BBC in respect of the Bargaining Unit on the other (or in the absence of any recognised trade union, the relevant Singer(s)), and the term "party" shall be construed accordingly.
- 1.3 Variations to this Agreement may be negotiated, as demanded by the BBC Singers' activity including all arrangements relating to UK and foreign tours.
- 1.4 Each Singer 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.

2. Services within Contract

Singers shall provide their services to the BBC Singers, as follows:

2.1 Primary Activities of the BBC Singers

To rehearse and perform in the BBC Singers, and to otherwise participate in the activities of the BBC Singers, including without limitation for the following:

- (i) Public Concerts arranged by the BBC
- (ii) Other performances for BBC, BBC Studios or for any organisation that is a broadcast or co-production partner;
- (iii) performances for other UK public service broadcasters (e.g. S4C) in co-production with the BBC; and
- (iv) performances for third parties that wish to hire the services of the BBC Singers 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 ("Third-Party Hires").

2.2 Solo Performances

The BBC may require a Singer to perform small solo lines and/or a speaking part either in ensemble or alone either accompanied or unaccompanied but if such solo requirements should demand private rehearsal or are of exceptional difficulty or are a prominent feature of the work then at the discretion of the

Choral Manager an additional salary payment will be made as specified in clause 4.1 below.

2.3 Learning & Outreach Work

To contribute to the BBC Singers’ Learning & Outreach activities, on the following terms for work undertaken outside the BBC Singers’ scheduled working time, and for Leading:

	Performing	Leading
Work in a period of up to 3 hours	£126	£186*
Work in a period of 2 hours	£89	£126*

subject to a minimum payment of £126 performing/£186 Leading for each day of work.

* minus absence rate when undertaken during Singers’ scheduled working time

2.4 Call on a Singer’s Services

The BBC may for any reason choose not to call on the services of a Singer for any performance of the BBC Singers, subject to the terms of this Agreement and of the Singer’s Contract of Employment in particular payment of the appropriate salary.

3. Basic Salaries & London Weighting Allowance

3.1 Basic Salaries

Basic Salaries have been increased as follows:

1st August 2023 - 5%

3.2 BBC Long Service Salaries (Years 10 and 20)

Singers who have completed 10- or 20-years’ service employed by the BBC will receive higher salaries, as shown in the Basic Salaries table below.

3.3 Basic Salary Scales

Years of Service	Basic Salary	Overtime (hour)
1-9	£45,178	£34.07
10-19	£45,787	£34.53
20+	£46,398	£35.00

3.4 London Weighting Allowance

Singers will receive the BBC's London Weighting Allowance of £5,164 or pro-rata for part-time employees.

3.5 BBC Long Service Awards

Singers are also eligible for the BBC's Long Service Awards in accordance with the BBC Long Service Awards Policy.

4. Supplementary Payments (additional to Salary)

4.1 Solo Performances (as specified in clause 2.2)

Level	Description	Studio Performance	Concert Performance
0	a line or verse, semi-chorus, solo voice sections in Renaissance masses and pieces written for solo voices	No payment (included in salary)	No payment (included in salary)
1	a small contribution but more substantial than Level 0	£63.95	£89.30
2	a larger contribution, more substantial than Level 1	£95.93	£137.81
Specials	major solos, State Funerals, Coronations, operas, solos requiring a performance from memory etc.	Negotiable	Negotiable

- 4.2 Third-Party Hires (as defined in clause 2.1(iv) above):** when the third-party hires the BBC Singers for the single purpose of producing a sound recording for commercial exploitation, the BBC will pay Singers 50% of the appropriate minimum MU freelance rate (to be negotiated with the MU).
- 4.3 Any other work undertaken the BBC Singers not included in their Services within Contract (as specified in clause 2).** The BBC will make supplementary payments to the Singers in line with the appropriate minimum MU freelance rate (to be negotiated with the MU).

5. Rights

The BBC shall acquire within salary all rights in a Singer's work for use in all media, formats and territories in perpetuity, and subject to any Supplementary Payments due as specified in clause 4 above.

6. Scheduling

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

6.1 Scheduled hours

6.1.1 There will be a maximum of 1,872 hours scheduled per year.

6.1.2 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)

6.1.3 Each quarter will represent 468 hours (i.e. 1,872 divided by 4).

6.1.4 There will be a maximum of 390 rehearsal/performance hours in a 13-week quarter.

6.1.5 There will normally be a maximum of 30 singing hours in each week although on 2 occasions a quarter this may be increased to 33 hours.

6.1.6 There will normally be a maximum of 40 scheduled on-call hours (i.e. singing and non-singing hours) in each week, although on 2 occasions a quarter this may be increased to 44 hours.

6.1.7 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 performance / rehearsal hours.

6.2 Scheduled Work on Days at Base

6.2.1 Base is defined as any venue within Zones 1 and 2 (as defined by Transport for London).

6.2.2 Time shall be credited in half-hour units on the basis of 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. No time shall be credited in respect of travel time to and from base.

6.2.3 Meal times shall not form part of the on-call hours.

6.3 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 performing 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. 15 minutes before departure from base to returning to base (excluding actual scheduled performing time). The base is defined as from the rail station of departure.

NB

- (i) Meal times 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 Singers 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 4.5 hours. The new base will be established on arrival at the hotel.

6.4 Consecutive Days

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

6.5 Working Weeks

Singers will normally be required to work up to 5 days in any 7-day period. Where more than 5 days are scheduled, free days will be given in lieu.

6.6 Three-Session Days

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

6.6 Overnight Break

A minimum overnight break of eleven hours will be scheduled between periods of activity. If the actual return time reduces the break to less than 11 hours, reasonable endeavours will be made to adjust the following day's schedule. When work away from base is involved the break will begin at scheduled return time.

6.7 Overtime

6.7.1 Overtime will be paid in 15-minute units. The hourly rate is calculated by dividing the annual salary by 1326 hours (excluding London Weighting).

6.7.2 Overtime will be paid in respect of duty scheduled in excess of 468 hours in any quarter.

6.7.3 Overtime rates will be paid in respect of any performing hours worked above 30 in any week, subject to 5.1.5, and in respect of any scheduled hours worked in excess of 40 in any week.

N.B. For the purpose of scheduling a week is defined as Monday to Sunday both days inclusive.

6.7.4 Overtime is not payable twice for any given period.

6.7.5 Overtime rates will also be paid in respect of any unscheduled additional performing time at the end of a recording session.

Overtime is limited to 15 minutes in a 2-hour session and 30 minutes in a 3-hour session. If further overtime is required, payment will be made as for a new session (the new session length being the same as the previous session) which starts from the end of the previous session.

6.7.6 Overtime rates will be paid in respect of any unscheduled additional performing time at the end of a concert where the total number of performing hours in the week exceeds the contractual number of hours, as per clause 6.1.5 of this agreement.

6.8 Scheduled Working Time

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

6.9 Notice of Scheduled Working Time

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

If on any occasion less than 24 hours' notice is given of a fresh attendance or of the prolongation of a rehearsal of which notice has already been given the Singers will each use their best endeavours to attend but shall not be bound to comply with the notice.

6.10 Annual Leave, Public Holidays, Corporation Day, Free Days

- 6.10.1 There are five weeks of Annual Leave entitlement of which 4 weeks will be fixed by the management. The BBC shall use reasonable endeavours to arrange for annual leave to run from Saturday to Sunday. In addition, a further 6 free days will be scheduled each year.
- 6.10.2 Each Singer is entitled to 5 days of own-choice leave in each calendar year. Own-choice leave will be deducted on a session basis (total of 10 sessions). The provision of own-choice leave is at the discretion of management and subject to operational needs.
- 6.10.3 An episode of leave should cover the whole programme. If an episode does not use all own-choice leave the remainder may be used as further leave, or in lieu of an unpaid absence or a non-availability.
- 6.10.4 If a Singer has insufficient own-choice leave to cover the programme then the Singer will incur the full cost of any remaining sessions at the deputy rate applicable at the time.
- 6.10.5 A 1-session day will count as 1 session and a 3-session day as 3 sessions. The only exception to the above will be if 11 sessions are scheduled in a consecutive 5 day working period. In such cases the singer will be deducted 10 sessions only and no further payment is due.
- 6.10.6 There are eight Public Holidays plus one Corporation Day. Each of these days will be credited as seven scheduled hours.

NB

- i) Annual Leave, Public Holidays and the Corporation Day will be credited in the quarter they occur.
 - ii) Leave weeks given under this clause will not be subject to the "BBC Week" for the purposes of crediting.
 - iii) Leave weeks shall be designated as 36 scheduled hours comprising 30 performing hours and 6 on-call hours.
- 6.10.7 On completion of 10 years' service, Singers are entitled to an additional half week of leave (equivalent to 5 Sessions for full-time Singers and pro-rata for part-time Singers) each year, in accordance with the BBC Leave Policy. If you joined the BBC before 1 January 2013, you'll get additional leave (5 x sessions/year) from your 10th year of service.

6.11 Release and Un-Paid Absences

6.11.1 On request, the BBC will consider releasing a Singer from their duties to undertake engagements with a third-party as a soloist or as consort singer. Such release will always be subject to the needs to the BBC Singers, subject to the following conditions:

- (i) the Singer must make the request no later than 4 weeks prior to the third-party engagement save for exceptional circumstances (e.g. a last minute replacement);
- (ii) the acceptance of each such third-party engagement shall not in the opinion of the BBC interfere with the BBC's programme requirements;
- (iii) the total number and frequency of such third-party engagements shall not exceed such limits as the BBC may from time to time consider to be reasonable;
- (iv) the Singer shall reimburse to the BBC the cost of their replacement.

6.11.2 A Singer may take five unpaid absences (an absence being one session) for which no reason need be given. A minimum of two weeks' notice is required though a later application will be considered, and every endeavour will be made to meet all requests. Such absences will continue to be granted at the management's discretion. The Singers can also request to take other types of leave in line with the BBC's Leave Policy.

6.12 Travel Away from Base – (excluding tours)

6.12.1 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.

6.12.2 Single journeys by coach from base in excess of 160 miles shall attract an overnight allowance or accommodation will be provided unless return to base is before 1 a.m.

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

6.12 Return to Base After Midnight

6.12.1 When the BBC Singers return to base after midnight the following late return fees will be payable:

Return between midnight and 12.30 am - (£12.24)

Return between 12.30 am and 1.00am - (£24.70)

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

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. Meal allowances are only applicable when away from home (at an external venue that is not base) or designated base (London tube zones 1&2) where there are no BBC canteen facilities.

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 before 1300)	£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.

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:
 - Bed & Breakfast: £85.00
 - Accommodation only: £75.00

This receipted allowance is subject to the prior approval of the BBC Singers' Management.

- (ii) Where the BBC arranges and pays for accommodation and breakfast but Singers 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. Singers must provide a receipt in order to be reimbursed.

- (iii) Where Singers 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. EXTERNAL TRAINING AND DEVELOPMENT

In certain circumstances the BBC will contribute towards the cost of external training or development to aid a Singer'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 Singer's current role. Assistance may also be provided in cases where it is relevant to a post which the Singer 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 Choral Manager's approval and in some cases may only be a partial contribution to the cost of the training or development. Singers who wish to request assistance should apply to the Choral Manager. Applications should be made in advance because retrospective approval will not normally be given.

Each Singer can claim financial assistance of up to £800 (or pro-rata for part-time Singers) in any one year, subject to submission of a valid receipt for each item of expenditure.

The BBC will pay the fees directly to the Singer on production of a receipt via the BBC's expenses system Concur.

9. 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 Singers will be managed; and

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

Appendix 1

Operating Agreement for Scheduling Work

One of the aims of the BBC Singers Agreement (the “Agreement”) is to enable the BBC Singers to make an important contribution to the BBC’s public service remit and its multi-media output. The BBC Singers 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 Singers meet these challenges, the provisions in the Agreement for scheduling work (clause 5) are intended to ensure that Singers have adequate time off and with proper protections for their social and family lives.

Therefore, the management of the BBC Singers shall undertake to:

- develop schedules that as far as reasonably possible balance the requirements of the BBC Singers and personal lives of Singers;
 - give as much notice as possible to Singers 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 Singers;
 - provide opportunities for regular dialogue about the schedules between the Choral Manager and Singers when the Choral Manager can explain forthcoming work and priorities for the BBC Singers, and Singers can ask questions and raise any concerns about the schedules.
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Appendix 2

BBC Singers: Managing Musical Performance Policy

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

General

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

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

Regular Feedback for Singers

Every 12 months, singers will have an informal conversation with the Choral Manager to review their musical performance during the past year. This conversation will take place during the annual PDR meeting.

In addition, the Choral Manager will ensure that every 2 years each Singer is given an opportunity to sing to the Chief Conductor in a private session, to enable the Chief Conductor to provide feedback to the Singer.

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

Assessment of singers’ musical performance

Singers accept that for feedback purposes, their musical performance will need to be regularly assessed. Singers accept that the Choral Manager may seek feedback from anyone who is competent to assess a singer’s musical performance, including without limitation conductors and the BBC Singers’ producer.

BBC Singers: Implementation of the BBC Capability Policy

The BBC Capability Policy will be followed where a singer 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 singers' musical performance.

It is acknowledged that a singer's ability to maintain the required standards of musical performance is dependent on excellent vocal health. An under-performance issue, therefore, may relate to a vocal health issue, in which case the BBC Health and Sickness Policy (including time off to recover) will also be followed.

Informal Actions

Initial discussion

As soon as the Choral Manager becomes aware of an under-performance issue of a singer, 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.

Where the under-performance issue relates to skill or ability, it is agreed that the singer should immediately seek a written medical opinion from a specialist in voice disorders (such as an ENT surgeon) and/or written advice from their teacher to establish and understand any medical or non-medical issues that may be contributing to the singer's skill or ability. This written opinion and advice should then be shared with the Choral Manager, who will take it into full consideration.

If, following the initial discussion with the singer, the required improvement has not been achieved, then the Choral Manager will have a further informal discussion with the singer about the under-performance issue, and they will propose some objectives and a reasonable period for the singer to achieve the required improvements. This period will depend on the underperformance issue, and will normally be up to a maximum of 3 months, and if the specific circumstances require, longer. The Choral Manager will confirm the objectives and timescale in writing to the singer.

In exceptional circumstances, the Choral Manager may agree to an extension to the agreed period, provided it is evident that the singer 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 singer to make improvements, their musical performance will be regularly assessed and the Choral Manager will provide them with feedback. The singer will be expected to keep the Choral 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 singer's file.

At the end of the agreed period for achieving the objectives, the Choral Manager will meet with the singer to review and discuss their performance.

Following this review, the Choral 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 Choral Manager will write to the singer 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 Choral Manager), and anyone else who may be present.
- The specific areas of concern.

As stated in the **BBC Capability Policy**, at any formal meetings singers 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 depend on the under-performance issue, and will normally be up to 3 months, and if the specific circumstances require, longer. This period may be extended provided there is evidence that the singer 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 singer to make improvements, their musical performance will be regularly assessed, and the Choral Manager will provide them with advice and feedback.

The singer will make themselves available for regular feedback, and will be expected to keep the Choral 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 singer's musical performance. A possible outcome of this meeting may be a requirement for the singer 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 singer to perform at a Formal Assessment before a panel
- Final written warning.

Formal Assessment

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

The assessment panel will be comprised of the Choral Manager and anyone else that the BBC decides is reasonably needed to assess the singer's musical performance.

As with any formal meetings arranged during the Formal Procedure, singers 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 singer's companion should be allowed to present the employee's case at the Formal Assessment.

At the singer's request, the BBC will include one independent person (i.e. someone who is not directly involved with the BBC or the singer, and who has no knowledge of the under-performance issue in question) to join and advise the assessment panel. The Choral Manager will give good faith consideration to the independent person's advice, but the Choral 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 singer to be able to perform in the position they hold. The Choral Manager will give the singer 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 singer, as stated in the **BBC Capability Policy**, a **Third Capability Meeting** will be held to review the singer's musical performance, and the possible outcomes of this meeting may include without limitation:

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