



## **BSO/MU ORCHESTRAL AGREEMENT**

**PREFACE**

It is agreed between Bournemouth Symphony Orchestra and the MU that this agreement represents the minimum terms and conditions agreed collectively between Bournemouth Symphony Orchestra (the Company) and the MU for salaries and conditions of musicians working for the Company.

The Company recognises the Musicians' Union as the sole representative organisation for musicians and for the purpose of collective bargaining and recommends all musicians to become or remain members of the Union while in the employment of Bournemouth Symphony Orchestra.

## **1 EXCLUSIVITY**

During the continuance of this Agreement the Musician's main responsibility is to the Company and its work and the Musician may not accept any engagements which conflict with the interests of the Company.

## **2 APPOINTMENT / EMPLOYMENT**

- (a) Upon and subject to the terms and conditions hereinafter contained, the Company hereby employs the Musician and the Musician hereby accepts employment to play for the said Company in the orchestra specified in the accompanying offer of employment letter. The employment will commence on the date agreed between the Musician and the Management of the Company.
- (b) The terms and conditions of employment are as set out in this Agreement together with the offer letter and the general conditions of employment set out in the Company's Employment Handbook.
- (c) In consideration of the services and conditions rendered and undertaken by the Musician under this Agreement the Company shall pay the Musician a salary. The salary review date will be 1 April each year.

## **3 PRECEDENT**

No previous benefit, agreement or working practice between Bournemouth Symphony Orchestra ('the Company') and the Musicians' Union ('MU') will be regarded as precedent to be applied to this agreement or future working practices.

## **4 BASE**

The Orchestra's home base is the BOURNEMOUTH/CHRISTCHURCH/POOLE (BCP) conurbation. Bournemouth Square will be used for the purpose of travel calculation.

## **5 SERVICE**

- (a) The Musician shall attend work (as per clause 7), as given on the schedule at such times and places as shall be determined by the Company and notified to the Musician in advance.
- (b) The Musician shall be in his or her place and ready to play at the time fixed for the commencement of work and shall not be absent from work without the consent of the Company first having been obtained.

## 6 COMPANY RULES

During the continuance of this Agreement the Musician shall:

- (a) Abide by all reasonable instructions given to him or her by the Company and conform to all the rules and regulations of the Company as set out in the Employee Handbook.
- (b) 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 as set out in the Employee Handbook.

## 7 ANNUAL WORK COMMITMENT AND DUTIES

Working Year

- (a) The working year shall run from 1<sup>st</sup> January to 31<sup>st</sup> December.
- (b) The Musicians annual salary is based on working up to a maximum of 221 days in a working year.
- (c) Annual working days will be counted individually, with the intention of equalising the workload of all Musicians.

Work Duties

- (d) The Musician shall undertake work including but not limited to the following:
  - (i) Orchestra Concerts, performances and rehearsals
  - (ii) Chamber and Ensemble work as given in clause 7i and 7j
  - (iii) Media work as given in clause 16
  - (iv) Education, Participation and Development work
  - (v) Coaching of individuals/ensembles and Master-classes
  - (vi) Planning and Evaluation Meetings
  - (vii) Company Meetings, Training and CPD
- (e) All of the work duties in clause 7d will be counted as playing hours.
- (f) Work under 7d(iv) will be of a type which can be undertaken by an orchestral musician. Where Education, Participation and Development work requires additional skills and training which are not necessarily related to the Musician's position in the Orchestra, this will be subject to individual separate agreement.
- (g) Where preparation time is required for Education, Participation and Development work, the Musician will be credited with an appropriate amount of time which will be counted towards their individual annual working days. The amount of preparation time will always be reasonable and will take into account the individual's needs and the work taking place.
- (h) Work will be matched appropriately to the Musicians skills and experience. Where a Musician feels that work does not match their skills and experience, they should raise this with an appropriate member of Senior Management. Where appropriate, the management will seek to partner the musician with a more experienced colleague.

Ensemble and Chamber

- (i) Musicians engaged as Tutti players will be required to play in chamber music and ensembles for 8-13 musicians as follows:
  - (i) When a chamber work for 8-13 musicians is included in an otherwise orchestral concert, the agreed chamber supplement will be paid as Appendix 3.
  - (ii) The agreed chamber supplement will be paid for ensemble performances with works for 8-13 musicians such as but not exclusively:
    - BSO On your doorstep concerts
    - Educational, community and Health & Wellbeing settings

- Development department events
- (iii) For full length concerts of exclusively formal chamber works for 8-13 musicians, the agreed chamber supplement will be paid.
- (iv) Musicians engaged as tutti players would only play in chamber music and ensembles of 7 or fewer musicians with the agreement of the individual player, with additional payment as for named positions.
- (j) Musicians engaged as Leader, Section Leader, Principal or Sub-principal will be required to play chamber music and ensembles for 8-13 musicians, and 7 or fewer musicians as follows:
  - (i) When a chamber work for 8-13 musicians or 7 or fewer musicians is included in an otherwise orchestral concert, the agreed chamber supplement will be paid.
  - (ii) The agreed chamber supplement will be paid for ensemble performances with works for 8-13, and 7 or fewer musicians such as:
    - BSO On your doorstep concerts
    - Educational, community and Health & Wellbeing settings
    - Development department events
  - (iii) For full length concerts of exclusively formal chamber works for 8-13 musicians, the agreed chamber supplement will be paid.
  - (iv) For full length concerts of exclusively formal chamber works for 7 or fewer musicians, the fee will be by negotiation on an individual basis.
- (k) When sub-principal or tutti players are required to participate in chamber ensembles, sitting-up fees to principal level will be paid in addition to the ensemble supplement
- (l) For the avoidance of doubt, any work outside the Orchestral Agreement will be paid on a freelance basis.

## 8 WORKING DAYS

- (a) The Orchestra's working week shall run from Monday through to Sunday.
- (b) The year will be divided into 13 four-week fixed blocks starting in the week during which the first Monday in January falls. In a year when the first Monday of January would not fall within the first week of a four week block, the last four week block of the preceding calendar year will be 5 weeks with additional 25 playing hours and 15 on call hours added.
- (c) Within each four-week period the Company may call on the Musician's services for a total of 100 playing/working hours and 60 on-call hours, however playing/working hours can be used as on-call hours if required. The maximum playing/working hours in a week will be 30.
- (d) Any hours or calls worked in excess of this during a four-week accounting period will be paid as overtime.
- (e) Not less than 6 free days must be scheduled in any 4 week fixed block. There will be at least one pair of free days in each 4 week block and at least 3 pairs of free days over 2 consecutive 4 week fixed blocks.
- (f) Working hours shall be calculated:
  - (i) within a radius of 7 miles from Bournemouth Square by totalling the scheduled playing hours.
  - (ii) outside a radius of 7 miles from Bournemouth Square from the time of first call departure of the coach or train until the agreed time of return. This will be established by agreement of standard journey times to venues regularly visited by the Orchestra. Agreement on journey time for new venues will be reached between the Administration and the Orchestra and any journey time may be reassessed in the light of changing circumstances.
  - (iii) where there is a temporary 'home base'. A home base is defined as a place of temporary stay which becomes, by payment of overnight subsistence or provision of

accommodation, the Musician's temporary base location for the following 24 hours or from the time of hotel check-out the next day, whichever is earlier.

- (g) On call hours shall begin at the point the 7 mile boundary is reached on outward journeys from home base. 30 minutes will be credited for the time it takes to reach this point. Journey times are recalculated accordingly but departure times will not be changed. On the return journey 15 minutes will be added to the time of arrival at the 7-mile radius in order to establish the return time.
- (h) A break of 15 minutes shall be given between the arrival at a venue and playing/working.
- (i)
  - (i) The Company will normally schedule a maximum of 5 hours but no more than 6 hours for rehearsal in any one day.
  - (ii) Rehearsal breaks between rehearsal and concert will be up to a maximum of 2 hours, although 1½ hours will be used in calculating on-call time for the schedule. Under specific circumstances, such as events in church or cathedrals rehearsal breaks may be longer than 2 hours, in which case any additional time over 1½ hours will be calculated as on-call.
  - (iii) Where the orchestra asks the Company to increase the rehearsal break, the resultant on-call hours will be reduced by the amount of the requested increase.
  - (iv) If the Company stipulates a break longer than 1½ hours, then the resultant additional hours away from base will rank as on-call hours.
  - (v) A break of 15 minutes in a 3 hour rehearsal shall be taken no later than halfway through the rehearsal but by mutual agreement this may be changed.
  - (vi) A break of 10 minutes shall be given for 2 hour rehearsal.
  - (vii) 3 session days including sectional rehearsals will normally include the full rehearsal in the afternoon unless there are programme demands or a choir rehearsal.
- (j) Concerts and engagements requiring overnight accommodation either in the UK or abroad. Temporary home base to begin on arrival at hotel (or in exceptional circumstances arrival may be scheduled at concert hall) with on-call time ending at that point provided that the hotel is within a 7 mile radius of the concert hall. Musicians will not be called for one hour after arrival at either hotel or concert hall. On-call time will start again after 24 hours or from the time of hotel check-out the next day, whichever is earlier. The Company will use best endeavours to ensure appropriate "green room" style facilities will be made available during the period between check-out and the next engagement, including safe storage of instruments.
- (k) Upton House: Concerts at Upton House, Poole will be deemed to come within home base in calculating on-call time, and travel costs. Subsistence payments will not be made.

## 9 OVERTIME

The Musician further agrees to work for such overtime periods as the Company shall reasonably require subject to the following conditions:

- (a) Scheduled playing hours in excess of 31 or scheduled on-call hours in excess of 50 in one week will require the consent of the Musician.
- (b) Overtime will be paid on rehearsals if they continue beyond the scheduled times, irrespective of the number of hours worked in the week.
- (c)
  - (i) Overtime will be paid if performance or rehearsal exceeds 3 hours in any session

or 6 hours in any day or 30 hours in any week. The time of a performance is calculated from the scheduled call time to the end of the performance and for overtime purposes this calculation is made in quarter-hour units. (The end of a performance is defined as when the Leader finally leaves the stage).

- (ii) If the performance ends 5 minutes or less after the scheduled finishing time, overtime is not incurred. If the performance ends more than 5 minutes but not more than 15 minutes after the scheduled finishing time, one quarter-hour unit is incurred. Thereafter one quarter-hour unit is incurred for each 15 minutes or part thereof. Accumulated units are added to the scheduled weekly times and if the effect is to exceed the overtime thresholds then overtime payments are made as follows:
  - (d) Playing time over 6 hours per day or 30 hours per week will be calculated in quarter-hour units and paid at time and a half.
  - (e) Time in excess of 3 hours on a playing call and time in excess of the scheduled time on rehearsal of less than 3 hours will be paid as overtime at time and a half in quarter hour units.
  - (f) Days in excess of 12 hours will be limited to 25 occasions per year, excluding foreign tours.
  - (g) Overtime incurred as a direct result of scheduled carriers/air traffic controllers taking industrial action will not be paid.
  - (h) On call overtime will be paid in quarter hour units at 1/160th of weekly salary.
  - (i) Playing overtime will be paid in quarter hour units at 1/100<sup>th</sup> of weekly salary.
  - (j) Foreign tours are subject to a separate agreement.
  - (k) Overtime paid under one category shall not be payable under any other and will always be paid at the higher rate.

## **10 LENGTH**

- (a) Rehearsal periods shall be of a predetermined duration and performance duration shall be estimated on the schedule, which duration shall be notified in accordance with Clause 12.
- (b) When a concert of 90 minutes or longer duration is given without an interval, 20 minutes will be added to the scheduled performance time in calculating the total performance hours in the week.
- (c) No playing call shall be less than 1 ½ hours except:
  - (i) on the day of a concert when a session of not less than ½ hour may be called and credited.
  - (ii) if devoted to Education, Participation, Development work, Planning and Evaluation Meetings, Company Meetings, Training and CPD.

## **11 NUMBER OF CALLS**

The Musician shall, if required, take part in more than one call on any one day provided that the maximum scheduled playing time shall not exceed 6 hours.

## **12 SCHEDULE**

The Musician shall be supplied with a schedule (which shall however, be subject to alteration in cases of emergency) of dates or engagements not less than 4 working weeks in advance of any of the

engagements. The Company will endeavour to give more than 4 weeks' notice where possible. The Musician will not be contractually bound to perform engagements not included in the schedule, but in the event of doing so will receive overtime rates. Playing hours cancelled by the management with 24 hours' notice or less shall be treated as on-call hours.

### **13 FREE DAYS, HOLIDAYS AND BANK HOLIDAYS**

- (a) The Musician will have 94 free days per annum plus extra days equal in number to the English National Public Holidays for the year in question the allocation of which will fall within the following limits:-
- (i) Free days must not normally be separated by more than 8 working days, within which time there should not be more than 6 consecutive days involving playing. As exceptions to this, on not more than 4 occasions per year, there can be up to 8 consecutive days involving playing within not more than 10 on-call days. In these exceptional cases, 2 consecutive free days (taken from the total entitlement) must be scheduled immediately before or after the working period.
  - (ii) At least 30 pairs of free days must be scheduled per annum with not more than 28 days inclusive between pairs. Pairs of free days attached to days in lieu of public holidays are included in the 30. This clause can be used when it runs into the main holiday period, but not the secondary holiday.
  - (iii) Not less than 6 free days must be scheduled in any 4 week fixed block. There will be at least one pair of free days in each 4 week block and at least 3 pairs of free days over 2 consecutive 4 week fixed blocks.
  - (iv) A free day can normally only be scheduled from midnight to midnight. A scheduled return time after midnight will therefore preclude the following day being specified as free. Such days are classed as working days. On not more than 6 occasions per annum, however, a free day can follow a return time of up to 1:00 am provided that 36 hours elapse from the return time to the time of the Musician's next call. Such days are referred to as 'Jokers'. An additional 4 Jokers per year may be scheduled (making 10 possible in total) but such additional 4 Jokers being subject to an additional payment, as per Appendix 2.
- (b) A public holiday may be given on the publicly designated date or on a date designated by the management as a day in lieu of a public holiday.
- (i) Days in lieu shall be given in conjunction with not less than 2 consecutive free days except that not more than 2 days in lieu of public holidays may be added to one pair of free days; this restriction shall not apply when the public holiday is given on the publicly designated date.
  - (ii) 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.
  - (iii) In any week in which either a public holiday or a day in lieu of a public holiday is given the playing hours and on-call hours covered by the basic salary shall be reduced by 5 hours and 3 hours respectively for each such day.
  - (iv) Christmas Day, Boxing Day Good Friday and Easter Monday shall always be designated as free days. Other public holidays may be given on the publicly designated date, or on a date designated by the management as a day in lieu of public holiday. Work on New Year's Day will have two days designated in lieu, which will include the New Year Bank holiday when it does not fall on January 1<sup>st</sup>.

For each day the hours in the week will be reduced as per (iii) and Foreign tours fall outside this clause.

- (v) If a public holiday falls during a period of annual holiday, a day in lieu will be attached to the holiday period (either immediately preceding or immediately following it) without any additional free days having to be added.
- (c) With effect from the completion of 12 months' consecutive service with the Company, in addition to the allocation of free days, the Musician will be entitled to a minimum of 42 days holiday each year subject to the following conditions:
  - (i) At least 2 consecutive weeks of the Musician's main holiday shall fall within the period allocated for the local school summer holidays unless agreed otherwise with the orchestra with 12 months notice. Such exceptions will not occur in adjacent years.
  - (ii) At least 28 of the 42 days' holiday shall be given consecutively. As an exception to this the Company may divide the holiday differently subject to the following restrictions:
    - such a division will only happen in exceptional circumstances;
    - that it shall not take place in 2 consecutive years except where the orchestra requests otherwise;
    - that a minimum of 21 days' holiday shall be given consecutively
- (d) Any holiday period of 5 consecutive days or less shall have a pair of consecutive free days attached to it.
- (e) Except where the orchestra otherwise agrees, 35 of the 42 days' annual holiday entitlement shall not be split into more than 2 separate periods. The remaining holiday entitlement of 5 consecutive days' holiday attached to a pair of free days together with the 2 single days holiday each attached to a pair of free days will not normally be attached to the two main holiday periods.
- (f) Notification of the holiday period will be given by 1 January each year and under normal circumstances will include one week's holiday during the period April/May.
- (g) When a holiday period commences on any day other than a Monday then the scheduled hours in the part weeks either side of the holiday period should be aggregated and calculated together as one working week.

## **14 SPECIAL DUTIES**

- (a) A Musician engaged as Leader, Section Leader, Principal or Sub-Principal shall, if required by the Company play any Leader, Section Leader, Principal or Sub-Principal part respectively in his or her instrumental group.
- (b) In the event of the Musician being temporarily transferred, for any performance or rehearsal, from his or her normal position in the orchestra to a position rated for higher pay under any agreement with the Union, the Musician shall receive for the appropriate number of hours at least the MU rate on the appropriate scale.
- (c) A Musician engaged as a Leader, Section Leader or Principal shall play obligati as required by the Company.
- (d) Leaders and Section Leader are responsible to the Company for their particular departments. Section Leaders of string sections 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.

- (e) 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 14(b) shall be observed if applicable.
- (f) Orchestra Committee Members will be credited 2 days of non-playing hours for each year in the role. Musicians' Union Reps will be credited 3 days of non-playing hours for each year in the role.

## **15      **REPERTOIRE****

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

## **16      **MEDIA ENGAGEMENTS****

Each Musician shall undertake the following Media Engagements within/as part of their salaried duties:

- (a)      **Rights****

The Musician will be required to perform or rehearse for audio recording and broadcasting, film and audio-visual recording, television or any other form of audio or audio-visual media. All assignable performers' rights under this agreement are vested in the BSO.
  
- (b)      **Usage****

Recordings made under the terms of this section (clause 16), may be used for worldwide communication to the public by being made available on demand, paid for or free, by CD, DVD or by electronic transmission by wire or wireless means, including but not limited to internet, wire, fibre, cable, satellite and other telecommunications systems.
  
- (c)      **Secondary Usage****
  - (i) BSO may use excerpts from any Recording for secondary purposes including compilation products, related to promotion of BSO and to reach audiences who are unable to access the concert hall such as, but not limited to Health, Care and Educational settings.
  - (ii) The secondary use of partial extracts from existing BSO-owned material for wholly commercial purposes such as television advertisement, feature film soundtrack or signature tunes/soundtracks for programmes not featuring the BSO shall not be deemed to be included under the terms of clause 16c(i). In these instances a further fee shall be payable to those musicians who took part in the original recording.
  
- (d)      **Wholly Commercial Media Work****

Where the Musician is required to perform in any recording for film soundtrack, advertising jingle or TV signature tune/soundtrack recording, the difference between the Musician's Individual day/half-day rate and the prevailing MU Collective Bargaining Agreement rate will be paid. For the avoidance of doubt, no one will be paid less than their individual day/half-day rate.
  
- (e)      **Collecting societies****

- (iii) In the event that the Musician is entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income in respect of recordings of his/her performances made under this clause that is additional to that arising under this clause, nothing contained in this clause shall prevent the musician from laying claim to the same. The musician shall not be obliged to account to the BSO for any such income to which he/she is entitled.
- (iv) BSO is authorised to disclose all necessary information to the relevant collecting societies so as to assist such collecting societies in identifying those who are entitled to receive payments from such collection societies.

**(f) News Access**

- (i) News Access is in accordance with The Musician's Union News Access Code of Practice.
- (ii) Recordings made for News Access can subsequently be used by the Company for promotional/marketing purposes.

- (g) The recordings/output produced as a result of this clause 16 shall not be used for the evaluation of the performance of the Musician.

**17 TRAVEL & SUBSISTENCE**

- (a) In the event of the Musician being required to play or rehearse outside a radius of 7 miles from the Company's home base as per clause 4, the Company shall either provide transport for the Musician and heavy instruments or pay the Musician the appropriate travel costs and the actual cost of portage for any heavy instruments involved.
- (b) In the event of the Musician being required to be outside a radius of 7 miles from the Company's home base payment shall be made at the rates shown in Appendix 4.
- (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 Musicians' Union.
- (d) The Company shall be entitled to provide transportation, accommodation, subsistence and portage respectively in lieu of any or all of the payments herein before specified.
- (e) The Orchestra shall be entitled to require the management to provide transportation, accommodation, subsistence and portage in lieu of any or all the payments herein before specified.
- (f) Where the Administration requires the Musician to use his/her own car, mileage will be paid at the relevant rate (see Appendix 5).
- (g) Hotel accommodation arrangements will be as follows:
  - (i) Musicians making their own arrangements will be paid the rate shown in Appendix 4.
  - (ii) If the engager is arranging and paying for accommodation no payments can be made for musicians making their own arrangements
  - (iii) If the Orchestra elects to return home, any additional meal allowance that may have been payable on the return day will not be made
- (h) 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 set for the said orchestral call.

**18 FOREIGN TOURING**

- (a) The Company will agree in advance substantive arrangements concerning schedule,

itinerary, travel, accommodation and additional payments for engagements outside the United Kingdom.

- (b) The Company will provide comprehensive travel insurance for foreign touring.
- (c) Any Foreign touring agreement under clause (a) shall be binding on all Musicians.
- (d) The Company may call the Musician's services for a basic week of 50 working hours in a week involving a tour of not less than 2 concerts outside the UK without additional payment. Touring involving a long haul flight will be subject to discussion.
- (e) The Musician is responsible for holding, and travelling with, a current valid passport.

## **19 TIME AWAY FROM THE COMPANY**

Arrangements for absence from the Company including Compassionate, Special Leave, time off for Dependents, Domestic Emergencies, Sabbaticals and Maternity, Paternity, Adoption, Parental Leave are detailed in the Employee Handbook.

### **Orchestra Only**

The Musician is entitled to request unpaid release for up to 8 days per calendar year (1 January to 31 December), subject to a deduction of salary at the individual day rate for the role or position. All musicians are required to give a minimum of 28 days' notice of such requests and requests will be dealt with on a first come first served basis. This is detailed in the Unpaid Release Policy which is in the Employee Handbook.

## **20 ABSENCE THROUGH SICKNESS AND ACCIDENT**

Arrangements for absence due to sickness or accident are detailed in the Employee Handbook.

## **21 HEALTH AND SAFETY**

All employees are required to co-operate at all times in the implementation of the Company's Health and Safety Policy and Procedures as displayed on the Orchestra notice boards and detailed in the Employee Handbook.

## **22 PENSIONS**

- (a) The Musician will receive contributions of 5% of salary from the Company towards the Personal Pension Scheme organised by the Company on payment of 5% of salary. As a part of national auto-enrolment of pensions, musicians not in the Pension Scheme will be enrolled into the Personal Pension Scheme on a matched payment of salary and will be able to 'opt out' of the Pension Scheme if desired.
- (b) If contributing to the Personal Pension Scheme organised by the Company the Musician shall also be entitled to life insurance of three times his/her salary.
- (c) If the musician is considering resignation or has resigned from the Company and would like to withdraw their pension they should contact their financial advisor or pension provider.

## **23 EMPLOYER'S LIABILITY AND INSURANCE**

- (a) The Company is insured, under the provisions of the Employers' 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. Responsibility for insurance against other risks as to his/her person rests with the Musician.

- (b) Instrument insurance and the Orchestra's policy on Company/personal property is detailed in the Employee Handbook.

## **24 FORCE MAJEURE**

Overtime payments will not be made where the schedule is affected by Force Majeure which is deemed as an act or event beyond reasonable control of the engager or Company caused by:

- (i) lightning, flood, storm, earthquake or any other unpredictable freak of nature
- (ii) fire, explosion, accident, epidemic
- (iii) strike, lockout or other industrial dispute on the part of persons employed or not employed by the Company
- (iv) riot, war, or acts of terrorism
- (v) any act of government or other competent authority
- (vi) any other circumstances beyond the reasonable control of the engager or the musician and which are not caused by either the management or musician.

## **25 INDEMNITY**

The Musician warrants that at the time of entering into the Agreement he/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 NOTICE OF TERMINATION OF EMPLOYMENT**

- (a) For all Musicians with less than 1 year's service the notice given to terminate employment is 4 weeks. Any such notice must be in writing and the Company would appreciate it if the musician would state his or her reasons.
- (b) For all Musicians with more than 1 year's service the notice given to terminate employment is 13 weeks. Any such notice must be in writing and the Company would appreciate it if the musician would state his or her reasons.
- (c) If notice of termination of employment is given by either party the Company will have the right to require the employee to stay away from work places during the notice period.
- (d) The Company may elect to continue to pay a Musician basic salary whether or not he/she is required to perform all or any of his/her duties during the notice period.

## **27 CAPABILITY**

The Musician will be notified of any playing problems and given 3 months in which to improve. If improvement has not occurred the Musician may be required to give a formal audition under the following conditions:

- (i) The Musician is entitled to 4 working weeks' written notice of such an audition;
- (ii) The Musician is entitled to ask for and receive a written statement of the reason for the audition and the Chief Executive in consultation with the Principal Conductor and other Principal Players will issue the written notice for the audition.

- (iii) The Musician is entitled to have a personal representative present at the audition as an observer. The representative may be a member of the orchestra, a Union officer or any other person. The composition of the Panel will be agreed with the MU.
- (iv) The music for the audition must be taken from the orchestra's current repertoire;
- (v) The Company must inform the Musician within 7 days if it contends that the Musician's performance at the audition was not of the required standard; and the Musician will be given a further 3 months to improve
- (vi) The Musician shall be entitled to a second audition (of which he/she must receive four weeks' notice) before his or her contract can be terminated. The music for this audition shall be drawn from the standard orchestral repertoire.

## **28 DISCIPLINARY AND GRIEVANCE**

The employment of musicians shall be subject to the Disciplinary and Grievance Procedure detailed in the Employee Handbook.

## **29 ALTERATION OF TERMS AND CONDITIONS**

These terms and conditions of employment may be altered from time to time by agreement between the Company and the Musicians' Union. The terms of any proposed alterations will be duly notified to all Musicians, who shall be deemed to have accepted the relevant alteration whether or not they are members of the Musicians' Union.

## **BOURNEMOUTH SYMPHONY ORCHESTRA STANDARD CONTRACT**

### **APPENDIX 1**

#### **SALARIES 2024/25**

	<b>Tutti</b>	<b>Sub-Principal</b>	<b>Principal</b>	<b>Section Leaders</b>
At 1 April 2024	£35,419	£36,567	£37,715	£44,605

Section Leaders will retain their individual negotiating rights.

These salaries are inclusive of a Media Fee of £993 per annum in respect of the media rights granted in clause 16. This will increase in line with salary increases each year.

### **APPENDIX 2**

An additional 4 Jokers per year may be scheduled (making 10 possible in total) but such additional 4 Jokers being subject to an additional payment of £25 per occasion plus the late return payment due which would give a total of £31.49 for a return between midnight and 12:30am or £37.78 for a return between 12:30 and 1:00am.

### **APPENDIX 3**

#### **CHAMBER ENSEMBLES**

The agreed Chamber Supplement is £16.40 per day. This supplement will increase in line with salary increases each year.

### **APPENDIX 4**

#### **SUBSISTENCE: 2024/25**

Subsistence and late return payments will increase in line with inflation each year. These rates will be issued on 1 April each year.

	<b>2024/2025</b>	
	<b>£</b>	
1 Meal	18.42	part of which is non-taxable
2 Meals	28.65	part of which is non-taxable
Overnight	76.06	Taxable
London Allowance	12.03	Taxable

#### **Late Returns**

12.00-12.30	6.49)	
12.31-1.00	12.78)	
1.01-1.30	18.31)	All taxable
1.31-2.00	25.92)	
Early Call before 8.30am	6.49)	

## **APPENDIX 5**

### **MILEAGE RATE**

Mileage for authorised business use will be paid at 35p per mile.

## **APPENDIX 6**

### **SUMMER OPERA PROGRAMME FOR GRANGE FESTIVAL NORTHINGTON**

- (a) An opera supplement calculated as 15% of an individual musician's daily rate will be paid for each dress rehearsal and performance where an extended interval is scheduled. This supplement is paid in lieu of overtime and/or late returns on the day for which it is paid.
- (b) Standard contract requirements for the number and frequency of free days and overtime over and above that which is bought out through the opera supplement, remain unchanged

## **APPENDIX 7**

### **OTHER EXPENSES**

Players to be reimbursed for actual parking expenses for out-of-town BSO Participate work. Receipts are to be provided to receive the reimbursement.

## **APPENDIX 8**

### **SITTING UP PAYMENTS**

Sitting up continuously for prolonged periods to cover absence / vacancies will be paid at the salary for the role covered after continuously sitting up to the position for 3 months.