

**Agreement between  
City of London Sinfonia and the Musicians' Union  
for the engagement of freelance musicians  
2025-2026**

**1. Context**

- 1.1. City of London Sinfonia (CLS) is an ambitious and award-winning chamber orchestra with a mission to redefine orchestral music: how it is made, why it is made, and who makes (and enjoys) it. Founded in 1971, we are best known for our pioneering new commissions and collaborative work (the legacy of founder Richard Hickox who championed composers, singers and orchestral musicians) and our award winning participation work which has seen us improve the wellbeing of some of the most vulnerable members of society.
- 1.2. The organisation is a registered charity and company limited by guarantee and is led by Rowan Rutter, CEO. The Orchestra is led by Alexandra Wood, Creative Director and Leader. The CLS leadership team is overseen by a Board of Directors and supported by an Artists Council advisory committee.
- 1.3. The Musicians' Union (the MU or Union) is the body which represents the interests of musicians across all genres and negotiates terms and conditions on their behalf. Of particular relevance to this Agreement is the annual negotiation between the MU and the Association of British Orchestras (the ABO) on which this Agreement is based.
- 1.4. The Musician (or Musicians) is any musician engaged by CLS under the terms and conditions of this Agreement. The Membership of the Orchestra, as necessitated by the working practices and Own Produced Work of CLS shall be defined by the CEO and Creative Director/Leader. Any changes to the Orchestra shall not take place without notice to the full membership and only where the Board of Directors is in full agreement.
- 1.5. This Agreement shall come into effect on 1<sup>st</sup> September 2025 and run until 31<sup>st</sup> March 2026 and shall govern the engagement of freelance musicians by CLS for core orchestral and chamber concerts including key commercial partnerships, additional co-productions, and participation projects.

**2. Concert Rates**

During the period 1<sup>st</sup> April 2025 to 31<sup>st</sup> March 2026 the following shall be the minimum rates to be paid for a concert of up to three hours in length with a rehearsal of up to three hours in length on the same day, each including an interval of not less than fifteen minutes. Exceptionally, in the case of the performance of a work normally played without an interval, and where no interval takes place, fifteen minutes shall be added to the length of the performance and, if this brings the performance time to more than three hours, overtime payments shall be made in accordance with Clause 5 of these Terms and Conditions.

These fees are inclusive of a holiday pay contribution of 12.07%.

There shall be no restrictions on the music that a musician may be asked to play at a rehearsal, providing that the music to be rehearsed is already scheduled for inclusion in a concert governed by the Terms and Conditions of this Agreement.

For the purposes of these Concert Rates, the finishing time of a concert is defined as the time at which the leader (or equivalent) finally leaves the concert platform after the final item.

Tutti	£160.82
Sub-Principal	£169.64
Principal	£199.58

There is an agreed variation to this clause for opera performances which is set out in the players handbook.

### 3. Participation Work

The following shall be the minimum rates to be paid for participation work:

Half day, of one 3 hour session	£140 per half day
Full day, of two 3 hour sessions	£190 per day
Preparation, planning and evaluation	£25 per hour

These figures shall be reviewed annually in line with the ABO/MU negotiations timeline.

### 4. Extra Rehearsals

4.1. One-half of the appropriate concert fee, as defined in Clause 2 above, shall be paid for an extra rehearsal of up to three hours in length.

#### Single Extra Rehearsal

4.2. When the only working period offered by a management on a day other than a concert day is a single extra rehearsal (with or without overtime), 60% of the appropriate concert fee shall be paid, together with any additional payments due under Clauses 5-9 of these Terms and Conditions.

### 5. Overtime

Overtime for any rehearsal or concert shall be paid at time-and-a-half for each half-hour or part thereof up to a maximum of one hour.

For the purposes of this Clause, time-and-a-half is defined as 12.5% of the appropriate basic fee listed in Clause 2 of these Terms and Conditions for each half-hour unit. In the case of a single extra rehearsal, overtime is based on the enhanced fee defined in Clause 4 (b), and is payable at the rate of 25% of the enhanced fee for each half-hour unit.

There is an agreed variation to this clause for opera performances which is set out in the players handbook.

### 6. Doubling

Where a musician is required to play more than one instrument, or is specifically requested to bring to a rehearsal or concert more than one instrument, an additional payment of 10% of the musician's fee shall be made in respect of each additional instrument. A musician shall not be required to play more than three instruments in any session.

Doubling fees shall be calculated with reference to the musician's actual performing fee, plus overtime if applicable. Doubling fees are not payable on any other ancillary payment.

If a musician is required to double on an instrument normally classified as a principal instrument, the doubling fee is payable in addition to the principal fee for the engagement.

Keyboard and percussion instruments are regarded as divided into the following sub-groups, and doubling fees will not be payable for playing more than one instrument within the same sub-group:

(a) Keyboard Instruments:

- (i) Piano
- (ii) Celeste, dulcitone
- (iii) Organ, harmonium, multitone, mustel organ
- (iv) Harpsichord, spinet, clavichord, virginals

(b) Percussion Instruments:

- (i) Tuned (mallet) instruments
- (ii) Latin American and world percussion instruments
- (iii) Non tuned standard orchestra percussion instruments
- (v) Timpani (up to four drums)
- (vi) Drum Kit

## 7. Traveling Allowances

- a) If the engagement is for a concert or rehearsal at a venue which is over fifteen miles from the recognised central point of the musician's normal centre of employment, and alternative transport is not provided and paid for by the engager, a travelling allowance of **41p per mile** shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement. 'Alternative transport' shall not include the shared use of another musician's car.
- b) If alternative transport is provided and paid for by the engager, a reduced travelling allowance of **21p per mile** shall be paid.
- c) When air travel within the UK is provided and paid for by the engager, the travelling allowance shall be limited to a one-off payment of **£23.52** for those parts of the journey travelled in order to fulfil the engagement.
- d) Where the engagement necessarily involves a sea journey, and the relevant fare has not been paid by the engager, the actual cost of the sea journey shall be reimbursed to the musician. For all engagements necessarily involving a sea journey, the musicians shall also be paid an allowance of **£9.77 per hour** or part thereof (up to a maximum of **£39.82**) based on the scheduled length of time of the sea journey. These payments are in addition to the payments due for miles necessarily travelled on land.
- e) Where a musician has travelled by rail, and where the relevant fare has exceeded a nominal rail allowance of **21p per mile**, an additional payment shall be made to the musician, equal to the difference between the rail allowance and the actual rail fare, for that part of the journey travelled by rail.
- f) Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours.

- g) In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.

## 8. Subsistence

### *(a) Overnight Stay*

For the purposes of this clause, 'suitable accommodation' shall be defined as a three-star or equivalent grade hotel, as available, with full breakfast, and single room accommodation as available and if required by the musician. 'Suitable accommodation' should also take into account a musician's access needs, for example an accessible room or disabled parking. The location of the 'suitable accommodation' must be located so as not to compromise the safety of the musician.

If the engagement involves an overnight stay and suitable accommodation is not provided by the engager, or if the time of return to the musician's normal centre of employment as defined in Clause 10(b) below is after 2am, a payment of **£80.00** for bed and breakfast shall be made, plus a supplement of **£35.00** when the engagement is within the area bounded by the M25 motorway. For the purposes of this clause, 'suitable accommodation' shall be defined as three-star or equivalent grade hotel, as available, with full breakfast, and single room accommodation as available and if required by the musician.

Where a musician is confirmed for an engagement and the cost of suitable accommodation available at the point of confirmation exceeds the overnight allowance, (e.g. as a consequence of late booking, and/or a temporary shortage of nearby hotel rooms) and provided this is brought to the attention of the engager in a timely fashion, the engager shall either a) book suitable overnight accommodation directly on behalf of the player or b) offer an additional payment equivalent to the difference between the overnight allowance and the cost of suitable accommodation mutually agreed to be available locally.

Where a musician is able to prove that s/he has travelled to an engagement by rail and has been unable to return to his/her normal centre of employment by 2am, and where that musician is also able to prove that s/he has paid for overnight accommodation, then the overnight stay payment, as defined above, shall be made.

### *(b) Payment for Late Return*

When the musician's time of return to his/her normal centre of employment is between midnight and 2am, the following additional payments shall be made by the engager:

Return between midnight and 12.30am	<b>£5.25</b>
Return between 12.30am and 1.00am	<b>£10.50</b>
Return between 1.00am and 2.00am	<b>£15.75</b>

'Time of return' is defined with reference to the musician's time of departure from the rehearsal or concert venue, the distance to be travelled to the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph. The time of departure is deemed to be fifteen minutes after the finishing time of the concert or rehearsal, as defined in Clause 2(a) above.

### *(c) Payment for Early Call*

When a musician is required to depart from his/her normal centre of employment before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an early call payment shall be made, calculated at the rate of **£3.50 per half hour** or part thereof, subject to a

**minimum of £7.00**, for all necessary travelling or working time prior to 8.30am. The time of departure from the musician's normal centre of employment is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the recognised central point of the musician's normal centre of employment, and an average speed of travel of 50mph.

If a musician's departure time is defined as being before 6.00am, the early call payment shall be replaced by an overnight stay payment, calculated at the rate applicable to the musician's destination.

## 9. Porterage

Minimum porterage payments for engagements under these Terms and Conditions shall be as follows:

Group A                      Payment **£20.10 (£25.25\*)**

Double Bass  
Electric Guitar  
Electric Bass Guitar

\*London Weighting is payable for engagements within the London Congestion Charge Zone

Group B                      Payment **£16.50**

Bass Saxophone  
Contra Bassoon  
Tuba

Group C                      Payment **£12.40**

Bass Clarinet plus one additional wind instrument  
Baritone Saxophone  
Trombone plus one other brass instrument  
French horn plus one other brass instrument  
2 Saxophones  
'Cello

Group D                      Porterage rates for these instruments are subject to individual negotiation:

Harp  
Kit Drums  
Percussion instruments  
Timpani  
Organ  
Electronic keyboards

- (a) Porterage is defined as a contribution towards the extra time, effort and additional costs associated with the transportation of ~~large or heavy~~ instruments that are more difficult to carry due to size, weight or where there are barriers to moving instruments due to disability, health conditions or other factors including pregnancy.
- (b) Porterage groups are determined by whether a large or heavy instrument can reasonably be carried on public transport (Groups B, C), or whether it requires transportation by a standard-sized car or larger vehicle eg van. On this basis, Group A reflects the contribution towards the additional cost involved in running the car, and the time/effort involved in

loading and unloading. Where there are barriers to the musician as defined in 9. (a) portage will be as per category D, subject to individual negotiation.

- c) A full portage payment shall be due for each day of an engagement, except where the engager has made safe provision for a musician to leave his/her instruments in situ overnight at a rehearsal or concert venue which has been used for the final call of the day, and which is also to be used for the first call of the following day. In this latter case, one portage payment shall not be paid for each night during which the instrument is left at the venue. The engager must guarantee the security of the storage area and ensure that adequate insurance cover is in place in case of loss.
- d) For Group A and Group B portage the following payments will apply:
- e) Full portage payment for a get-in/get-out at a single venue on the same day
- f) Full portage payment for the day of the get-in and another full payment for the get-out when the instrument is left at a venue overnight.
- g) If a musician is required to transport their instrument between multiple venues at separate locations on a single day an additional 50% portage should be paid for each additional venue.
- h) A portage payment shall not be paid when the engager makes arrangements to transport the instruments, unless the Musician is required to bring the instruments to a pick-up point nominated by the engager, in which latter case portage payments shall be due in full.
- i) The engager will use his/her best endeavours to ensure that the venue will provide parking facilities for those transporting large or heavy instruments by car and for those with access requirements.
- j) In cases where air travel within the UK is provided by the engager under Clause 6(c) of these Terms and Conditions, and it is agreed between the engager and the musician that where special arrangements are necessary for the safe transportation of instruments listed in Groups A, B, C and D above, any additional costs in respect of transportation of these instruments may be subject to negotiation.
- k) Any additional cost of hiring instruments or hiring transportation for large or heavy instruments shall be the subject of individual negotiation.

## **10. Participation**

Projects and participation work is part of the CLS portfolio and is classified as professional and of the same excellence as concert work. Musicians are engaged in this context based on the skills and experience necessary for the environment they will be working in as well as the needs of the work.

## **11. Professional Development**

- 11.1. Musicians taking part in professional development sessions will be paid an hourly rate of £25.00 per hour or a session rate, depending on the activity.
- 11.2. Musicians involved in meetings such as board, artistic or committee meetings, will be paid an hourly rate of £25-40 per hour, depending on the amount of preparation involved.

## **12. Electronic Instruments**

Instruments and devices incorporating pre-recorded sounds or producing sounds by electronic means are not to be used to replace or reduce the employment of conventional instrumentalists on engagements carried out under these Terms and Conditions where conventional instrumentalists may be reasonably or traditionally expected to be used.

## **13. Casting**

Where appropriate, on interdisciplinary co-productions defined as any work with a partner or partners outside of a standard concert format, CLS reserves the right to 'cast' performances including musicians in line with the story/repertoire/context of the pieces and or production values and those of the partner(s).

This may mean that member musicians are not fixed in their regular order, or that other non-member musicians fixed in their place. This fixing principle has been defined to support the growth of partnerships for CLS and to directly address issues of Equality, Diversity and Inclusion (EDI), Representation and Cultural Appropriation across the industry, in order to acknowledge protected characteristics and the stories and lives of all people who we represent.

CLS and the MU will make all efforts possible in advance to agree projects (where known) which are to be cast in line with this clause. Ordinarily this agreement will take place as part of the annual negotiation of this agreement.

This clause shall be reviewed not more than 18 months after the agreement is signed.

## **14. Recordings and Broadcasts**

As set out in clause 10 of the ABO / MU agreement.

## **15. Overseas Touring**

- a) CLS will use its best endeavours to secure international touring from time to time.
- b) Such tours often require a flexible approach and CLS will liaise with representatives of the Musicians and with the Union to agree to terms and conditions of tours.
- c) The organisation of tours will be guided by the ABO/MU Code of Practice for Foreign touring.
- d) Such work will be additional and not count towards the aspiration that members commit to a majority of work offered.

## **16. Musicians opting out of tours.**

Touring in countries with human rights issues can have an impact on the health, safety, and wellbeing of different communities of musicians. Where a musician cannot participate in a tour because of concerns for their personal safety or their views on human rights issues:

16.1. No musician should be made to tour or suffer detrimental treatment because they cannot tour due to concerns for their personal safety or view on human rights issues. Management may be putting themselves at risk of discriminating against players if they do so.

16.2. Musicians having to opt out of the tour due to concerns for their personal safety or view on human rights issues should not be financially penalised. Where a musician

opts out of a tour due to concerns for their personal safety or view on human rights issues, management will meet any costs associated with this.

## **17. Health & Safety**

The engager shall use his/her best endeavours to safeguard the health, safety and welfare of musicians engaged under this Agreement. Musicians engaged under this Agreement will take all reasonable care to ensure that they do not endanger themselves or anyone else who may be affected by any activity undertaken in the performance of their engagement and will co-operate with the engager in meeting health and safety requirements.

Musicians engaged under this agreement will take all reasonable care to ensure that they do not endanger themselves whilst travelling to and from engagements. Long journeys should be planned in advance to allow sufficient time for regular breaks and sufficient time should be allowed to take account of unforeseeable weather and traffic conditions and to navigate unfamiliar routes. Organisations such as the AA, MU and ROSPA recommend a 15 minute break should be taken in every 2 hours of driving. All long journeys will incorporate access to a working toilet, either aboard the mode of transport provided or by means of reasonably scheduled comfort breaks at proper safe and accessible rest facilities.

Musicians will take all reasonable care to ensure the health, safety and welfare of themselves and those around them in any activity undertaken in the performance of their engagement and will co-operate with the engager in meeting health and safety requirements. Under the Health and Safety at Work Act 1974 the primary responsibility of the welfare of Musicians working under this agreement lies with the engager. A risk assessment shall be carried out for all areas of concern to performers to include noise risk assessment(s), ventilation & stress risk assessments . Reference may be needed to specific health and safety legislation as part of your risk assessment procedure e.g. Control of Noise at Work Regulations; Electricity at Work Regulations.

## **18. Consultation on Health and Safety**

Consultation involves not only giving information to musicians but also listening to them and taking account of what they say before making any health and safety decisions. The law does not state when CLS must consult, or for how long, but does say it must be 'in good time'. In practice, this means CLS will allow enough time for musicians to consider the matters being raised and provide them with informed responses. (from HSE HSG65 (2013))

## **19. Musicians' Wellbeing**

Through our participation projects, musicians interact with many different people and listen to their stories and experiences. Some of the settings and situations musicians find themselves in can be quite challenging on a personal level. The engager stresses the importance of musicians prioritising their own mental health when working in these environments and commits to providing thorough briefings and debriefings for every project session. Any musicians who feel affected by the work, are given the option to talk to an accredited counsellor via [Music Minds Matter](#) who run a free 24/7 mental health support line dedicated to UK music community. Musicians are also provided with additional development in particular areas when necessary such as trauma awareness and safeguarding.



## **20. Dignity at Work**

CLS is committed to treating everyone fairly and with respect and will not discriminate on grounds of sex, gender reassignment, marital status (including civil partnerships), race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age.

CLS encourage anyone who feels that they have been unfairly treated, harassed or bullied, or who has witnessed any incident of this kind taking place, to make a complaint by contacting whichever of the following personnel associated with CLS the Musician feels most comfortable; contact details will be provided as part of the information related to each engagement:

- i. Head of Orchestra Operations & Development
- ii. Chief Executive Officer / Deputy Chief Executive Officer;
- iii. Chair of the Board;

Musicians can also speak to their MU Steward at any time.

CLS and the MU will seek to ensure anyone making such a complaint will be treated with respect and protected from victimisation arising from making a complaint and that preventive measures will be taken to stop discrimination, harassment and sexual harassment from happening in the first instance.

## **21. Payment Terms**

CLS make payment runs on or around the 7<sup>th</sup> of the month following the engagement. (i.e. payments for any work in April will be made on or around 7<sup>th</sup> May). If payments are delayed for any reason by more than 3 days, musicians will be informed as soon as possible.

## **22. Changes to Schedule / Cancellation of Dates**

CLS reserves the right to change the schedule with 28 days' notice or more. In cases where the schedule is changed with less than 28 days' notice, basic fees will be paid to the musician as outlined in Clause 2 on this Agreement. There is an obligation on the musician to try and mitigate their loss, when the musician is able to mitigate any loss caused by cancellation CLS will pay any difference in basic fees.

## **23. Artificial Intelligence**

Notwithstanding any grant of rights, including but not limited to performers' rights and moral rights, CLS agrees that they have no right to use, assign or licence others to use, any rights or personal data in relation to (without limitation) the training, development, or operation of AI models. This includes large language models, diffusion models, generative or any other AI products, unless they or their appointed representatives, have specifically agreed licensing arrangements for this purpose in advance.

For the avoidance of doubt, where there is any ambiguity around lesser terms and protections being afforded to the musician such as the terms contained in prior agreements, this clause shall prevail.

## **24. Force Majeure**

The obligations of the engager and the musician under this agreement shall be suspended and unenforceable for so long as any of the circumstances specified as Force Majeure make it impossible or impractical. Force Majeure shall be deemed as an act or event

beyond the reasonable control of the engager or the musician, against which it is impossible or commercially unfeasible to insure or to claim compensation from a third party for, caused by:

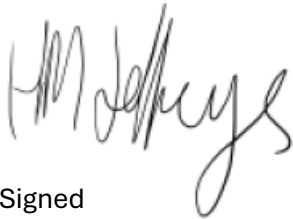
- i. lightning, flood, storm, earthquake or any other unpredictable freak of nature,
- ii. fire, explosion, accident, epidemic,
- iii. strike, lockout or other industrial dispute on the part of persons employed by any person who is not a party to this agreement
- iv. riot, war or acts of terrorism
-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

## **25. Union Membership**

CLS recognises the Musicians' Union as the representative organisation for the musicians they engage and strongly recommends all musicians remain in or become members of the Union.

## **26. Union Reps**

Musicians' Union Steward(s) and Health & Safety Rep(s) will be paid for 3 days of non-playing hours each year in the role.

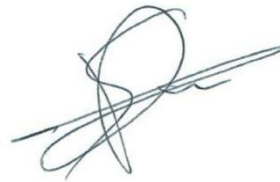


Signed

**Helen Jeffreys**

Chief Executive (parental cover)  
City of London Sinfonia

Dated: 23/09/2025



Signed

**Sam Dunkley**

Orchestras Support Official  
Musicians' Union

Dated: 25/09/2025

## Appendix A

### Core Player Membership as at 1<sup>st</sup> June 2025

#### Violin

Leader	Alexandra Wood
Co-leader	Martin Burgess
Assistant Leader	Gabrielle Painter
Principal 2nd Violin	Vacant
Sub-Principal 2nd Violin	Clare Hayes
Tutti	Edward Barry
	Francesca Barritt
	Ruth Funnell
	Fiona McCapra
	Ann Lovatt
	Charlotte Reid
	Rebecca Scott
	Kathy Shave
	Jane Carwardine

#### Viola

Principal	Fiona Bonds
Sub-Principal	Ruth Gibson
Sub-Principal (No.3)	Matthew Maguire
Tutti	Katie Heller

#### Cello

Principal	Will Schofield
Co-Principal	Joely Koos
Tutti	Judith Herbert
	Rachel van der Tang
	Rebecca Knight

#### Double Bass

Principal	Lynda Houghton
Sub-Principal	Markus van Horn

#### Flute

Principal	Karen Jones
2 <sup>nd</sup> Flute & Principal	
Piccolo	Debbie Davis

#### Oboe

Principal	Dan Bates
2 <sup>nd</sup> Oboe and Principal	
Cor Anglais	Matthew Draper

#### Clarinet

Principal	Katherine Spencer
2 <sup>nd</sup> Clarinet & Principal	
Bass Clarinet	Derek Hannigan

#### Bassoon

Principal	Ursula Leveaux
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#### Horn

Principal	Stephen Stirling
Sub-Principal	Beth Randell
Sub-Principal	Tim Caister

#### Trumpet

Principal	Nicholas Betts
Co-Principal	David Blackadder
	John Young
	Antony Cross

#### Trombone

Principal	Dan Jenkins
Principal Bass	
Trombone	Paul Lambert

#### Timpani

Principal	Jeremy Cornes
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#### Percussion

Principal	Glyn Matthews
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## **Appendix B**

### **REVIEW POLICY & PROCEDURE**

City of London Sinfonia (CLS) is committed to providing a high standard of performance in all its orchestral services, ensuring and maintaining the confidence and trust of its partners and stakeholders.

CLS accordingly maintains the following procedure in player and performance management. The process is confidential to protect those raising concerns as well as those subject to the process outlined below. There will be an opportunity during the process for a member who has had concerns raised about them to put their view and provide supporting statements. This will be handled sensitively and professionally.

Throughout the process, all of those involved shall conduct themselves in a professional manner and any concerns around behavior may be subject to the process outlined in Appendix C – Standards Expected.

If the musician who is subject to the process has concerns about how it is implemented these can be addressed as set out in part 4 of this appendix.

Issues related to Dignity at Work or issues that would require immediate dismissal (such as legal infractions) are covered in a separate Policy.

#### **1. RAISING A COMPLAINT OR FEEDBACK**

Any concern or feedback related to a musician's playing performance, or conduct during a rehearsal or performance related to their playing or capacity to play should be directed to:

The Section Principal (or)  
The Head of Orchestra Operations and Development (or)  
The Creative Director/Leader

If there is sufficient concern or a pattern of negative feedback, the Head of Orchestra Operations and Development may conduct an informal conversation with the musician in question. Where the Head of Orchestra Operations and Development feels it appropriate this informal conversation may be conducted by the relevant Section Principal.

#### **2. FACT FINDING PROCESS**

Where necessary the musician shall be invited to a fact finding conversation with the Deputy Chief Executive and the Head of Orchestra Operations and Development, and if appropriate (where a Principal is concerned) The Creative Director/Leader.

Whilst this does not form part of the formal process, failure to agree to this conversation may result in suspension of the member until such a time as the Member agrees to the conversation.

The fact finding process may result in no further action being required, at the agreement of both parties.

Following this fact finding meeting a letter shall be sent to the Musician communicating the minutes of the meeting and any action(s) resulting.

In the case that a player performance review is deemed necessary based on the concerns raised and feedback received, and the outcome of the fact finding process, then this shall be communicated to the musician within 7 working days of the meeting and an appropriate timeline set up.

If it is not possible for the Deputy CEO to respond with their decision within 7 working days the Deputy CEO will give an explanation to the Musician for the delay and inform them when a response can be expected.

### 3. THE FORMAL PROCESS OF REVIEW

Following on from the fact finding process a formal process of review would follow the following format:

The Deputy CEO would oversee an agreed timeline and/or period of concerts. Feedback would be sought from The Creative Director/Leader, the relevant Section Principal, adjacent section principals to the player and, at the discretion of the Deputy CEO, other musicians.

Following the initial period of review, and based on feedback received, there may be an extension to the review period to further support the Musician in responding to the feedback and/or to benefit from further time for upskilling.

After the agreed period a final meeting shall take place, led by the Deputy CEO, and shall result in one of two outcomes:

1. Review completed satisfactorily with no further action required
2. The conditions of the review have not been met and the musician will be dismissed.

In the case where this is a principal player, there may be an offer to the musician to be demoted from the Principal role, where such a second seat exists.

### 4. CONCERNS WITH THE PROCESS

If a member whose performance/conduct is in question is concerned that the above procedure has not been implemented correctly they may set out their concern in writing to the CEO. In the case of a minor procedural issue the CEO may respond. Where there is a more serious concern, the CEO may arrange for the member present their case to a panel consisting of three members of the board of directors. The decision of the panel will be final.

### 5. THE RIGHT TO BE ACCOMPANIED

The Musician will have the right to be accompanied by an MU representative or colleague at all stages.

## Appendix C

### Standards Expected

City of London Sinfonia (CLS) expects the highest standards of behaviour from all players and staff. It is expected that all musicians are treated with equal respect both in rehearsal/concert situations as well as in other environments. Bullying and harassment of any description will not be tolerated.

Although there is no legal definition of bullying, the ACAS website says it can be described as unwanted behaviour from a person or group that is either:

- offensive, intimidating, malicious or insulting
- an abuse or misuse of power that undermines, humiliates, or causes physical or emotional harm to someone

Bullying might:

- be a regular pattern of behaviour or a one-off incident
- happen face-to-face, on social media, in emails or calls
- happen at work or in other work-related situations
- not always be obvious or noticed by others

It's possible someone might not know their behaviour is bullying. It can still be bullying even if they do not realise it or do not intend to bully someone.

Bullying may include elements of sexist, racist, homophobic behaviour or unfair treatment on the basis of age, religious belief or faith, or disability. Bullying may also include insulting, humiliating or malicious behaviour targeted at a group or an individual. Any instance of bullying should be reported to the Head of Orchestra Operations and Development and will be dealt with promptly to ensure that standards of behaviour are clear and adhered to.

When performing with CLS, musicians act as “ambassadors” for the Orchestra and are expected to behave courteously when interacting with any people or groups of people with whom they come into contact when engaged on orchestra business. Such people and groups may include, but are not limited to, concert promoters, members of the audience, sponsors and individual supporters, radio or recording producers, conductors and soloists, airport staff, hotel receptionists, tour company representatives and coach drivers.

Should a musician's conduct or punctuality be in question, a verbal warning must first be given by the Head of Orchestra Operations and Development in the presence of the MU Steward or a colleague of the musician's choice. Should the misconduct be repeated, a warning in writing shall be issued by the Head of Orchestra Operations and Development to the musician, with a copy to the Union. Membership may then be terminated and/or players removed from the core player list if these warnings are not observed. Any warnings given will expire after one calendar year.

In extreme cases of misconduct, the musician may be liable to summary termination of his/her membership. Examples of behaviour which might lead to summary termination include, but are not necessarily limited to, violent behaviour, theft, bullying or harassment and drunkenness at work. The MU Steward shall be notified whenever this process is invoked.

## **Appendix D**

### **Musician Recruitment Process**

Process of Advertising for (any) New member Player:

- A. Advertise position with specifying details of requirements for the seat within the context of CLS, with a minimum 3-week application window
- B. Advertise widely including sending to BLIM, music colleges UK wide

Shortlisting process:

- C. Shortlisting criteria for the position defined by the panel
- D. CV's are assessed after they have been redacted of personal details (process is screened from the start)
- E. Invites to audition include accessibility options and detailed information about the requirements of the auditions

Audition process:

- F. Where possible and practical auditions will be screened. In some cases this may mean the first 'initial impressions' solo pieces and excerpts are screened before the panel meet the candidate and play chamber music with them, dependent on the requirements of the position
- G. All candidates interested in the position must audition, there are no 'straight to trials', this includes players who are already members.

Trial process:

- H. Successful audition candidates will be invited to play with the orchestra on at least one occasion
- I. Head of Orchestra Operations and Development will alert relevant members on the date that the player has been invited in to play in the position and any feedback should be directed to the panel or Head of Orchestra Operations and Development
- J. Head of Orchestra Operations and Development to work closely with the panel regarding which candidate will be offered which date
- K. If a candidate is invited in more than once the Head of Orchestra Operations and Development will try to get the candidate to play with as wide a variety of members as possible to gather additional feedback
- L. Feedback will be offered to trialists throughout the process

Feedback and decision making process:

- M. Date to be set once all candidates have been offered work for Head of Orchestra Operations and Development and panel to discuss next steps, and updates provided to the candidate where appropriate
- N. Appointment to be made in agreement with the panel, the relevant principals and the approval of the Creative Director and CEO.
- O. New Members shall have a 1 year 'probation' period or play CLS Chamber 8 concerts (where the latter happens in a shorter timeframe than one year this shall supersede the one-year period).
- P. Full appointment shall be made thereafter.