

## Notes to the new Making Music – Musicians Union agreement

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### Introduction

We are very pleased to have reached this new agreement with the Musicians Union which is revolutionary in two ways:

- It includes *recommended* rates, in recognition that we are not a management body and cannot enforce Making Music members using any rates for the musicians they engage.
- It is tailored to amateur music groups. Firstly, it is simplified, compared to the agreement between professional ensembles and the MU (there are many provisions which simply would not apply to amateurs). Secondly, it includes some specific provisions, in recognition of the way that amateur ensembles operate.

Making Music knows its members are fully supportive of professional musicians, i.e. those who rely on all or the majority of their income from instrumental performance (the definition used in this agreement), and that despite groups' financial limitations they would like to properly compensate professionals for their time and skill.

This new agreement answers many of our members' questions about what they should be paying the musicians they engage and offers a flexible but useful framework for such engagements.

Both Making Music and the MU are happy to hear feedback on this agreement, as improvements could always be introduced for future years, so do contact us on [info@makingmusic.org.uk](mailto:info@makingmusic.org.uk) or [orchestral@theMU.org](mailto:orchestral@theMU.org) with your comments.

### **Please read these notes in conjunction with the agreement**

#### **Re clause 2. Freelance Concert Rates**

Please note these are **minimum** rates. In other words, it is recommended that you pay *at least* these rates. If your group generally pays more – excellent, and please do not lower your rates now.

#### Re 2.(b)

This means that if your last rehearsal before the concert is not on the same day as the concert, you do not have to pay a full fee on the concert day and then a separate fee for the rehearsal on a different day. Simply enhance the concert day fee by 10%.

Also, as you are most likely to engage musicians from within 30 miles of where your group is based, travel allowance and holiday pay are already included in the minima recommended, saving you having to calculate these costs separately for each musician on each occasion – though where the musician does travel more than 30 miles for your engagement, you should reimburse or discuss costs as indicated under clause 6.

#### **Re clause 3. Extra Rehearsals**

Sub-clause (a) refers to an additional rehearsal on the day of the concert in addition to the one already covered by the minimum rate, i.e. if you should plan two rehearsals on the concert day.

Please note the rehearsal on a day other than a concert day referenced here under (b) indicates an *additional* rehearsal to the one on the concert day. If there is no rehearsal on the concert day, then clause 2.(b) applies instead.

**Re clauses 4., 5., 6., 8.**

In these clauses, the engager is encouraged to discuss matters with the musician to be engaged. This is in recognition that each group operates slightly differently, and that groups are spread across the whole of the UK and subject to local conditions, so the outcome of such discussions may vary from case to case.

However, this means that when budgeting groups should include a contingency in their budget to allow for additional costs that may arise under these clauses, depending on the musician they ultimately offer the engagement to.

**Re clause 5. Doubling**

Please read this carefully and consider the implications of your repertoire when setting your budget.

For instance, you may not have considered paying doubling fees for related instruments such as piccolo and flute; and you may want to re-examine your payments to percussionists in particular.

However, we think we have succeeded in making this clause as easy to understand and apply as possible, enabling you to see quickly what your budgetary implications may be.

**Re clause 8. Portage**

This is the clause for which it is most difficult to pin down a precise payment, as it depends so much on the instruments involved, the musician's travel, the location of rehearsal and/or performance venue.

It is therefore particularly important that you discuss this with the musician to be engaged as early as possible and ensure you have an appropriate contingency in your budget to cover costs which may arise from this clause.

Please also ensure, if you agree to store an instrument between rehearsal and concert for a musician you engage, that you check your insurance schedule carefully to see if you are covered under your current policy or if you need to take out additional temporary insurance (this can be easily arranged – please contact [info@makingmusic.org.uk](mailto:info@makingmusic.org.uk) ).

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