

**Terms and conditions for concert engagements of freelance musicians****1<sup>st</sup> January 2018 – 30th September 2020**

These Terms and Conditions shall be regarded as having come into force on 1st January 2018, and shall govern the freelance engagement of musicians (“a musician”) for orchestral, choral and other similar concerts by Manchester Camerata (“the management”) in agreement with the Musicians’ Union (“the union”).

The supplementary rates and conditions in Appendix 1 apply to tours within the UK.

All fees are inclusive of a holiday pay contribution of 12.1%.

**1. FREELANCE CONCERT RATES**

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

**a. For Members (“members”) of Manchester Camerata**

A member is a musician who chooses to:

- undertake 66% or more of engagements offered by the management on a first call basis
- within a period of 12 months defined by Manchester Camerata’s Chief Executive (“the Chief Executive”), (see Appendix B)
- members will be engaged and paid on an engagement-by-engagement basis and membership does not guarantee any number of days work. Members will be responsible for their own tax and national insurance arrangements and membership does not imply any employment benefits.
- prior to the offer of work to members, the Chief Executive will consult with the players consultation group



## 5. 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 (vibraphone, xylophone, marimba, glockenspiel, tubular bells)
- (ii) Latin American rhythm instruments
- (iii) Drums (bass drum, snare drum, tom-toms, cymbals and the usual small accessories)
- (iv) Timpani (up to four drums)

## 6. Distance fees (in respect of time spent travelling)

The normal centre of work for Manchester Camerata will be the centre of Manchester.

For all work undertaken by Manchester Camerata the home base shall be regarded as Manchester.

Mileages will be calculated using [www.theaa.com](http://www.theaa.com)

- (a) When an engagement is for a concert or rehearsal at a venue which is over fifteen miles from the centre of Manchester, a distance fee of **16p** per mile shall be paid for all miles necessarily travelled on land in reaching, fulfilling and returning from the engagement
- (b) When an engagement takes place in Manchester a distance fee of **16p** per mile shall be paid for all miles necessarily travelled in reaching, fulfilling and returning from the engagement to those musicians whose normal centre of employment is over 15 miles, but not more than 60 miles, from the centre of Manchester. The maximum payment due under this clause is **£15.60**.
- (c) Members who live more than 60 miles from the centre of Manchester will receive the maximum distance fee as specified in clause 6(b) together with such additional payments that may be negotiated and agreed between the management and each individual member.
- (d) Exceptionally, when air travel within the UK is provided by the engager, the distance fee shall be limited to a single payment of **£22.40** for that part of the journey travelled by air.
- (e) Where the engagement involves a sea journey, a payment of **£9.15** per hour or part thereof (up to a maximum of **£36.80**) shall be made for the scheduled length of time of the sea journey, in addition to the out of town fee for all miles necessarily travelled on land.

## 7. Travelling Expenses

- (a) When an engagement is for a concert over 15 miles from the centre of Manchester, MC will make a payment of **19p** per mile for all miles necessarily travelled in reaching, fulfilling and returning from the engagement.

- (b) In exceptional circumstances the management reserves the right to substitute travelling expenses with the provision of a coach. Whenever this is the case the management will discuss arrangements in advance with the orchestra committee.
- (c) Where transport is provided this must include the safe and secure transport of instruments. Coach travel by musicians engaged under these terms and conditions shall not normally exceed 250 miles during any period of twenty four hours. If adequate breaks which incorporate sanitary facilities can't be provided in any long journey, the coach provided must have a working toilet.
- (d) Exceptionally, where a musician has no option but to travel by rail, and where the relevant rail fare has exceeded the mileage payment as defined in Clause 7(a) above, an additional payment shall be made to the musician, equal to the difference between the mileage payment and the rail fare, for that part of the journey travelled by rail, provided the musician has advised the management in advance of the necessity of travelling by rail and that the musician provides the management with a valid receipt for any rail journey.

## 8. Subsistence

### (a) Overnight Stay

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 8(b) below is after 2am, a payment of **£63.10** for bed and breakfast shall be made, plus a supplement of **£20.30** 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.

### (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 management.

Return between midnight and 12.30am -	<b>£4.95</b>
Return between 12.30am and 1.00am -	<b>£9.85</b>
Return between 1.00am and 2.00am -	<b>£14.80</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, an average speed of travel of 50mph. The time of departure is deemed to be 20 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 Manchester Camerata's normal centre of employment before 8.30am, and/or to be present at a concert or rehearsal before 8.30am, an early call payment will be made, calculated at the rate of **£3.15** per half hour or part thereof, subject to a minimum of **£6.30**, 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.

## 9. PORTERAGE

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

- Group A                    Payment £17.95 (£22.00\*)  
Double Bass  
Electric Guitar  
Electric Bass Guitar  
\* London Weighting is payable for engagements within the London Congestion Charge Zone
- Group B                    Payment £14.75  
Bass Saxophone  
Contra Bassoon  
Tuba
- Group C                    Payment £10.50  
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 in order to fulfill an engagement.
- (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.
- (c) A full porterage 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 porterage 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 in case of loss or damage is in place.
- (d) A porterage 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 porterage payments shall be due in full.
- (e) 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.
- (f) 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.
- (g) Any additional cost of hiring instruments or hiring transportation for large or heavy instruments shall be the subject of individual negotiation.

These payments do not apply when the orchestra management makes arrangements to transport the instrument(s), unless the musician is required to bring the instrument(s) to a pick-up point nominated by the management, in which latter case portage payments shall be due in full. In cases where air travel within the UK is provided by the engager under Clause 6(b) of these Terms and Conditions, and it is agreed between the engager and the musician that 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.

#### **10. 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 unless under exceptional circumstances and at the discretion of the Chief Executive and in consultation with the Orchestral Committee.

#### **11. BROADCAST/RECORDING**

Acceptance of a 'live' engagement does not place the musician under any obligation to permit his/her performance to be broadcast or recorded. Any proposed broadcast or recording must be specifically agreed in advance between the management and the Union, unless it takes place under an existing collective agreement between the broadcasting or recording company and the Union. Media engagement fees for such broadcasts or recordings are payable in addition to the fees for live engagements if appropriate. A majority rule will apply if a decision is to be taken by the musicians.

#### **12. UNION MEMBERSHIP**

The management recognises the Musicians' Union as the sole representative organisation for musicians and strongly recommends all musicians to become or remain members of the Union.

#### **13. APPOINTMENT & DISCIPLINARY PROCEDURES**

The guidelines for the offering of work to members of Manchester Camerata and associated disciplinary procedures are as defined in Appendix B.

#### **14. HEALTH AND SAFETY**

The management shall use its 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 management in meeting health and safety requirements.

#### **15. DISPUTES**

Should any dispute arise in the interpretation of the Agreement, which cannot be settled at local level, it shall at once be referred to the Director of the ABO and the General Secretary of the Musicians' Union, who shall meet as soon as possible and in any case within ten days of the reference.

If they are unable to agree, the matter shall be referred to a single arbitrator being a person of standing, acceptable to both parties. If agreement on an arbitrator cannot be reached within seven days the procedure shall be regarded as exhausted.

#### **Communications**

Manchester Camerata members playing and non-playing agree at all times to communicate responsibly and transparently.

Any matters concerning the wider membership must be communicated by the Chief Executive only.

When appropriate the CE will consult with the Music Director, Section principals, Players Consultation group and other members as (s)he sees fit.

#### **16. DURATION**

These Terms and Conditions shall remain in force until 30th September 2020.

Signed this 1st day of July 2018

A handwritten signature in blue ink, appearing to read 'M. P. Stemp'.

Morris Stemp, Orchestras Official  
on behalf of **Musicians' Union**

A handwritten signature in blue ink, appearing to read 'Bob Riley'.

Bob Riley, Chief Executive  
on behalf of **Manchester Camerata**

## APPENDIX A

### ORCHESTRAL TOURS IN THE UK

1. Definition of a Tour  
A tour is an engagement which involves a musician in two or more consecutive nights away from his/her normal centre of employment.
2. Distance Fees  
The distance fees in Clause 6 of these terms and conditions apply only to the first and last days of the tour, ie the days on which the musician leaves and returns to his/her normal centre of employment.
3. Fares and Use of Coach Travel  
If transport is not provided by the management, the appropriate standard class rail fare or mileage payment specified in Clause 7(i) of these terms and conditions to be paid by the management in respect of all necessary journeys.
4. Touring Supplement  
A payment of **£21.50** per day to be made in addition to concert fees and overnight subsistence on each day of the tour, except when distance fees are payable.
5. Subsistence  
Any hotel provided by the management shall be three-star or equivalent grade, as available, with full breakfast and single room accommodation as available and if required by the musician. If hotel accommodation is not provided by the management a payment of **£63.10** shall be made for bed and breakfast plus a supplement of **£20.30** when an engagement on tour is in the area bounded by the M25 motorway.
6. Free Days
  - (a) For non-working days, one-half of the musician's actual performing fee shall be paid in addition to all other payments.
  - (b) If the opening day of a tour is a non-working day, a half fee shall be payable in addition to all other payments.
  - (c) If the final day of a tour is a non working day, a half fee shall be payable only when the return time to the musician's normal centre of employment is after 1:00pm. "Return time" is defined with reference to the distance to be travelled by the musician from his/her overnight accommodation to his/her normal centre of employment, a nominal departure time of 8:30am, and an average speed of travel of 45mph.
7. Morning Calls  
There shall be not less than eight hours free before the first call of any day. When a musician is required to depart from his/her overnight accommodation before 8:30am, and/or to be present at a concert or rehearsal before 8:30am an additional payment shall be made calculated at the rate of **£3.15** per half hour or part thereof, subject to a minimum **£6.30**, for all necessary travelling or working time prior to 8:30am. The time of departure from overnight accommodation is defined with reference to the contracted commencement time of the concert or rehearsal, the distance to be travelled from the musician's overnight accommodation, and an average speed of travel of 50mph.

## APPENDIX B

### GUIDELINES FOR THE OFFER OF CONCERT WORK TO MEMBERS OF MANCHESTER CAMERATA

i) **DEFINITION OF MEMBER**

A member is a musician who chooses to undertake 66% or more of engagements offered by the management on a first call basis, within a period of 12 months defined by Manchester Camerata's Chief Executive ("the Chief Executive"), (see Appendix B). Members will be engaged and paid on an engagement-by-engagement basis and membership does not guarantee any number of days work. Members will be responsible for their own tax and national insurance arrangements and membership does not imply any employment benefits.

ii) **SUB PRINCIPALS AND RANK & FILE:**

Offers of work to sub-principal and rank and file members will be made by the Chief Executive following agreement with the Chief Executive, the Principal Conductor and the appropriate Section Principal, and a majority vote in favour of the offer by the member principal strings if the new member is a string player, or the member principal winds if the new member is a wind player.

iii) **PRINCIPALS:**

Offers of work to principal players will be made by the Chief Executive following agreement with the Chief Executive and the Principal Conductor and a majority vote in favour of the offer by the principal players.

Offers of work are subject to the following conditions:

- a) No offer of membership can be made without the full consent of the Chief Executive, in agreement with the Principal Conductor.
- b) The Chief Executive reserves the right to offer membership to new members even when the musician concerned has not received a majority vote from the member principal players. This right shall not normally be exercised except in the case of a split vote, or in the case of a majority vote which is disputed by key personnel, e.g. the Principal Conductor, relevant section principal, leader etc.
- c) Members in the section into which a new member is being voted will be consulted about the offer of work before the vote takes place. It is the responsibility of the Section Principal to ensure that this consultation takes place (unless the new member is to be a Section Principal, in which case it is the responsibility of the General Manager, who may delegate to the Sub-Principal).
- d) No new musician can be offered membership unless (s)he has worked a minimum of 5 concerts with the orchestra as an extra player. At least 2 of those concerts must be in the position for which the new member is being offered membership.
- e) A member must undertake at least 66% of the dates offered within a 12 month period defined by the Chief Executive in order to qualify for the members' enhanced fee.
- f) Manchester Camerata will normally offer a member all the work undertaken within a 12 month period defined by the Chief Executive, excluding exceptional circumstances such as when:
  - for particular reasons of repertoire or style, it is felt that a specialist musician is required
  - due to pressures on rehearsal time, an engagement needs to be tied to a previous engagement at which not all members played
- g) An offer of work as a member with Manchester Camerata within a 12 month period defined by the General Manager does not guarantee any number of days work within that 12 month period.
- h) An offer of work as a member with Manchester Camerata within a 12 month period defined by the Chief Executive does not guarantee that a further offer will subsequently be made.

## **PROCEDURE FOR HANDLING ISSUES RELATING TO THE PLAYING STANDARDS AND PROFESSIONAL CONDUCT OF MEMBERS WITH MANCHESTER CAMERATA**

### **i) SUB PRINCIPALS AND RANK & FILE:**

If any member, the Principal Conductor, the Orchestral Manager or the Chief Executive, is concerned about either the professional conduct or the playing standard of one of the members, it should be discussed with the Chief Executive who shall decide whether or not to raise it with all relevant Section Principals.

If the Section Principal is in agreement about the specific problem that has been raised, the Chief Executive should raise the matter with the member concerned, citing the specific cause(s) of concern. The discussion will be confirmed in writing within seven days. If a minimum of three months or nine concerts (whichever is longer) remain before the end of the current 12 month period of work, the member will be given until the end of that current 12 month period of work to improve their playing/conduct. If after that time sufficient improvement has not been made, the member will not be offered further work as a regular player with Manchester Camerata. Judgement will be made by the Chief Executive in discussion with the Principal Conductor and relevant Section Principal. If less than three months or nine concerts remain until the end of the current 12 month period, the member will be offered regular work with Manchester Camerata for the following 12 month period, but will be expected to improve their performance/conduct to an acceptable level within that period. The Chief Executive, in discussion with the Principal Conductor and relevant Section Principal, will decide whether or not to offer the member further regular work with Manchester Camerata.

If the Principal Player does not agree that there is a problem and the matter cannot be resolved through discussion between the Chief Executive and the Section Principal, the Chief Executive reserves the right to take appropriate action.

### **ii) PRINCIPAL PLAYERS:**

If any member, the Principal Conductor, the Orchestra Manager or the Chief Executive, is concerned about either the professional conduct or the playing standard of one of the Section Principals, it should be discussed with the Chief Executive who shall decide whether or not to raise the issue. The Chief Executive will implement any procedure involving a Principal Player.

When such action is taken, the Chief Executive will speak to the member concerned and explain the specific reason(s) for concern. This discussion will be confirmed in writing within seven days. If a minimum of three months or nine concerts (whichever is longer) remain before the end of the current 12 month period of work, the member will be given until the end of that current 12 month period of work to improve their playing/conduct. If after that time sufficient improvement has not been made, the member will not be offered further work as a member with Manchester Camerata. Judgement will be made by the Chief Executive in discussion with the Principal Conductor and Leader (unless the Leader is the member in question), String Principals (if the member in question is a string player), or Wind Principals (if the member in question is a wind player). If less than three months or nine concerts remain until the end of the current 12 month period, the member will be offered membership of Manchester Camerata for the following 12 month period, but will be expected to improve their performance/conduct to an acceptable level within that period. The Chief Executive, in discussion with the Principal Conductor and Leader (unless the Leader is the member in question), String Principals (if the member in question is a string player), or Wind Principals (if the member in question is a wind player), will decide whether or not to offer the musician further membership of Manchester Camerata.

### **NB**

- a) These guidelines apply only to members of Manchester Camerata. Extras and Deputies are engaged on an engagement by engagement basis only.
- b) Failure to accept 66% of the engagements offered on a first call basis will constitute a valid reason for the forfeiting of a member's status as a member and their entitlement to an enhanced engagement fee. However requests for absence for special reasons (e.g. maternity leave, sabbatical, illness) will be treated sympathetically and, provided the management is kept informed as appropriate to the situation, should not jeopardise the member's status.

- c) Members should note that they may be demoted or promoted according to the judgment of the Chief Executive, normally but not necessarily in conjunction with the opinions of the Principal Conductor and principal players.
- d) The member whose performance/conduct is in question may at any time be joined by up to two representatives of their choice in scheduled discussions with the Chief Executive.
- e) If a member whose performance/conduct is in question is concerned that the above procedure has not been implemented correctly they may present their case to a panel consisting of three members of the board of directors, including the Chair, whose decision will be final. They may nominate someone to be present with them at this presentation.
- f) In extreme cases members may be liable to summary termination of status as a member. Examples of behaviour which might lead to summary dismissal include, but are not necessarily limited to, violent behaviour, theft and drunkenness at work.

## **APPENDIX C**

### **In House Recording Guidelines**

- a) Manchester Camerata may set up an in-house recording facility, whereby recordings may be made of parts, or entire concerts.
- b) Attendant rehearsals may also be recorded and any musician will have the right to request that certain passages are recorded at rehearsals for late edits.
- c) Patching sessions can take place provided they do not cause the evening to go in to overtime.
- d) Musicians will receive a share of the royalties rather than session fees.
- e) Before royalties are paid to musicians, Manchester Camerata may recoup recording, production and distribution costs.
- f) Once Manchester Camerata's direct costs have been recouped, royalties will be distributed annually and all artists involved in any one recording will get an equal share of the royalties for that recording. Manchester Camerata will receive a share of these royalties to be divided equally between itself, all musicians, conductor and soloist/s, until such time as it has recouped a further 20% of its direct costs to cover management of the project. Thereafter, further royalties will be divided equally between musicians, conductor and soloist/s only.
- g) Should the total amount of royalty to be distributed be less than £10 it will be carried over to the following year.
- h) Recordings produced under this agreement may be used for:
  - a. Retail to the public
  - b. Broadcasts and public use as per the terms of the PPL licence
  - c. Promotional purposes, including distribution related to education/outreach activities
- i) Manchester Camerata will retain the copyright of all recordings but there shall be no third party licensing or further uses without the agreement of the MU and Manchester Camerata Orchestra Committee.
- j) The orchestra will register all recordings made under this agreement with PPL.
- k) Manchester Camerata will obtain consent from all artists involved prior to a recording taking place.

- l) The orchestra will maintain personnel lists for all recordings, copies of which will be forwarded to PPL.
- m) Recordings made under this agreement will not be used to evaluate the ability of individual musicians.
- n) Manchester Camerata will keep separate financial accounts for each recording and recognise that individual musicians have a right to inspect these accounts.
- o) Repertoire to be recorded will be chosen in consultation with Manchester Camerata Orchestra Committee.
- p) Recordings (audio/visual) may be used for promotional and educational purposes only. The recordings will be provided free and for non-commercial presentation, including on the Company's own website, to promote ticket sales for Manchester Camerata. It may be used by third parties such as tourist boards and government agencies, or to promote the venues or cities to which Manchester Camerata tours. Manchester Camerata will consult with Manchester Camerata Orchestra Committee over any other appropriate usage.