

MANCHESTER CAMERATA



Musicians Union Agreement

Terms and conditions for concert engagements of freelance musicians

Fees are reviewed annually; this agreement is reviewed when appropriate.

These Terms and Conditions shall be regarded as having come into force on 01 December 2024, and shall govern the freelance engagement of musicians ("a musician") for orchestral, choral, opera and other similar concerts by Manchester Camerata ("the management") in agreement with the Musicians' Union ("the union").

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

CULTURE STATEMENT

Manchester Camerata aims to create a culture of mutual trust and respect in all parts of its musical and administrative team.

This enables individuals to give of their best, and to be part of making a positive impact for our audiences and communities.

We encourage everyone associated with us to:

- 1. Be mindful of and respect others.
- 2. Recognise the importance of individuals feeling heard.
- 3. Be mindful of our core principles: Humanity Originality Excellence Fearlessness.

Manchester Camerata is governed by a set of policies, including a Culture Statement and a Recruitment Policy. All policies are available to Members & Extras, please contact Jo Watson jwatson@manchestercamerata.com if you would like a copy.

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.
- For a session of 3 hours, a minimum break of 15 minutes will be taken, no later than 1 hour and 45 minutes into the session. For rehearsals of 2 hours, a 10 minute break will be taken at the discretion of the conductor/director.
- 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.

Concerts	Dec 2024 – Dec 2025
Sub Principal	£159.02
Principal	£184.95

□ Captive Time: Where the rehearsal is scheduled to commence six hours or more before the scheduled starting time of a concert or is at a different venue to the concert a fee of £15.15 is to be made in addition to the concert fee.

2. CHAMBER MUSIC

Chamber music is paid at £200 per day. Chamber music is defined as up to and including 12 players.

3. COMMUNITY WORK

Delivery fees will be set at the following levels:

1 hour session (online meetings, planning/preparation time)

Standard fee £32.46 per 1 hour session

3 hour session (the minimum payable for attending a community site)
Standard fee £81.17 per 3 hour session
Project Leader £97.40 per 3 hour session

4 hour session

Standard fee £113.63 per 4 hour session Project Leader £136.36 per 4 hour session

Where projects last a full day, fees will be payable at two times the 3 hour standard fee rate. Overtime for any session shall be paid at time-and-a-half of the appropriate session rate for each half-hour or part thereof up to a maximum of one hour.

Additional fees will be agreed in advance of each individual project with the Head of Community, on the following basis:

- Planning/preparation time will be payable at the standard 1 hour session rate in addition to all fees for delivery. The amount of planning time payable will be dependent upon the type and duration of the project as defined by the Director of Community.
- For longer-term projects, and those that, in the opinion of the Head of Community, require a
 project leader, additional planning time will be payable to the leader. For those projects
 requiring additional expertise, then this will be discussed with and agreed by the Director of
 Community on a case-by-case basis.

Mentoring fees

For projects where students, or musicians inexperienced in the delivery of Community work are part of the team, a player will be assigned as their mentor. Mentoring fees will be payable at the above appropriate session rate as follows:

Mentee Standard fee
Mentor Project Leader fee

Subsistence fees / Overnight Stay

If the engagement involves an overnight stay and suitable accommodation is not provided by the engager, a payment of £70.00 for bed and breakfast shall be made, plus a supplement of £25.00 when the engagement is within the area bounded by the M25 motorway.

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 confirmed for an engagement in which the engager provides a per diem allowance, the higher of the two rates will be paid.

Safeguarding

Where a musician is engaged in community work, it is expected that they will have undertaken an appropriate online safeguarding course (level 2) within the last two years, for which they can provide evidence of completion (eg confirmation email or certificate). A Disclosure and Barring Service (DBS) check (every 3 years) will also be required where community work involves contact with children/young people under the age of 18 or vulnerable adults (such as those living with dementia). Advice on safeguarding can be sought from the Staff safeguarding officer or Director of Community. DBS checks and online safeguarding training will be paid for by Manchester Camerata.

Travel

For all work undertaken by Manchester Camerata the home base shall be regarded as the centre of Manchester. Mileages will be calculated using www.theaa.com

Where transport or travel is provided (e.g. coach) 16p per mile will be paid after 15 miles from M12 5WF. Where transport is not provided, 38p per mile will be paid for anyone who lives 15 miles from M12 5WF.

Porterage

Minimum porterage payments for engagements under these Terms and Conditions shall be paid at the same rates as for performance work with the orchestra.

4. Schools and Educational Family Concerts

The following shall be the minimum rates to be paid:

- (i) One concert with or without rehearsal and contained within a spreadover of three hours 60% of the appropriate fee for a casual engagement.
- (ii) Two concerts with or without rehearsal and contained within a spread over of six hours the appropriate fee for a casual engagement.

5. SINGLE REHEARSAL SUPPLEMENT

When the only working period offered by the 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.

6. OVERTIME

Overtime for any rehearsal or concert shall be paid at one-eighth of the appropriate basic daily rate for each half-hour or part thereof.

7. 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)

8. TRAVELLING ALLOWANCES FOR WORK OUTSIDE OF MANCHESTER

- (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 (M12 5WF), and alternative transport is not provided and paid for by the engager, a travelling allowance of 38p 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 19p 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.
- (g) In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for distances.

9. 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 £70.00 for bed and breakfast shall be made, plus a supplement of £25.00 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 management.

Return between midnight and 12.30am - £5.25 Return between 12.30am and 1.00am - £10.50 Return between 1.00am and 2.00am - £15.75

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.

10. PORTERAGE

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

Group A Payment £19.50 (£24.50*)

Double Bass

Electric Guitar

Electric Bass Guitar

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

Group B Payment £16.00

Bass Saxophone

Contra Bassoon

Tuba

Group C Payment £12.00

Baritone Saxophone

Trombone plus one other brass instrument

French horn plus one other brass instrument

2 Saxophones

'Cello

Bass Clarinet plus one other instrument

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 porterage 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.

11. 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.

12. BROADCAST/RECORDING

Where an engager wishes to make a recording or broadcast for purposes other than those set out under 'Permitted Exceptions' below, the engager will either refer to relevant prevailing Collective Agreements (eg. MU/BPI; MU/PACT; MU/BBC) where these apply, or negotiate appropriate financial remuneration for musicians with the Union on a case-by-case basis. The engager will make reasonable endeavours to propose a 14-day notice period of recordings to the musicians.

Except where a recording is made under the terms of the Permitted Exceptions, or under another existing Collective Agreement, 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 which does not fall under the terms of the Permitted Exceptions below or another Collective Agreement must be specifically agreed in advance between the engager and the Union.

Permitted Exceptions: Musicians engaged under this Agreement permit the engager to record rehearsals, performances and other activity (e.g. workshops) in whole or in part (sound and vision or in sound only) for no additional fee, for the limited Archive or Promotional purposes described below. An

engager making any recording under this Permitted Exceptions clause shall retain copyright in the resulting recording, and will not give away, sell, license or otherwise transfer ownership of the recording to another party without the Union's agreement. The engager will take all reasonable steps to keep the recording secure and avoid any contravening distribution by third parties.

- i) Archive: An archive recording may be made and retained by the engaging party. Such recordings will be held by the engager and not shared externally, excepting with a) featured composers, for their own private study purposes; b) funders, for the purposes of reporting (e.g. where a funder requests to view an archive recording as evidence of a sponsored project); and c) educational project participants, as a private record of their participation. An engager may elect to make use of an archive recording made under this agreement for promotional purposes, provided that such usage is in accordance with ii) below. Any subsequent commercial exploitation of archive recordings shall be subject either to the terms of prevailing Collective Agreements, or to separate negotiation with the Union.
- ii) Promotional: An engager may make and distribute a recording through any media (including but not limited to social media channels), providing that such usage is for its own promotional purposes and strictly non-commercial, i.e. no financial profit is generated for the engager or any third party by the distribution or other exploitation of the recording. Such promotional recordings must be limited to a maximum of 20 minutes' aggregate length, and no single musical piece, however short, may be used in its entirety. The engager may share recording excerpts with external partners that have a direct connection with the promotion (e.g. festivals, venues, collaborating artists, composers) for such partners' own non-commercial promotional purposes, provided the engager retains copyright in the recording.

Where feasible, the engager will inform the musician of the intention to record under the Permitted Exceptions clause at the time of offering the engagement, and before it is accepted, if it is intended to record or broadcast any part of the work offered. Where this has not been feasible (for instance, in cases where an opportunity to create a promotional recording only presents itself after personnel for the project have been fixed) the engager must give reasonable advance notice of such recording to musicians. The engager must also ensure that a record of all participating musicians is kept, such that this can be used as the basis for the future distribution of payment to musicians in the event of subsequent commercial usage. Recordings made under the terms of the Permitted Exceptions shall not be used by the engager to evaluate the capabilities of any musician engaged under this Agreement, except at the request of the musician.

Third-Party Commissions: Where a third party other than the engaging orchestra (e.g. a festival or venue engaging the orchestra for a performance, or a guest conductor or soloist) wishes to commission and retain the copyright in an archive or promotional recording, the engager shall ensure that musicians are remunerated with an appropriate additional fee, either through negotiation with the union or based on the provisions of an existing and appropriate Collective Agreement (e.g. the Live Recording Session Fee currently set out at clause 8.1 of the BPI/MU Agreement). For the avoidance of doubt, where a recording is made by a third party in partnership with the engaging orchestra and the third party agrees that the copyright in the recording will be held by the engaging orchestra, the recording may take place under the Permitted Exceptions clauses above.

(b) News Access

Without further payment, Manchester Camerata will adhere to the latest MU News Access Code of Practice when a request is made by a news organisation to record material from a current rehearsal or performance in connection with a topical news story. A maximum of ONE minute featured performance and/or ONE minute non-featured (eg under a voice-over) performance usage is allowed from a maximum camera recording time of ONE hour.

(c) Electronic Press Kits (EPK):

Recordings in sound and/or vision may be used in order to produce an EPK without additional payment. EPK recordings will be used for promotional purposes by Manchester Camerata and by any third parties nominated by Manchester Camerata for the promotion of Manchester Camerata.

13. 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.

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 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 rest facilities.

All musicians will take responsibility for their consumption of alcohol in relation to how this may negatively impact their performance, or that of others.

15. PAYMENT TERMS

The engager will use his best endeavours to make payment to the musician, or credited to the musician's bank account, no later than 30 days after the engagement or at the next regular scheduled date for payment runs

16. 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:

- a) lightning, flood, storm, earthquake or any other unpredictable freak of nature,
- b) fire, explosion, accident, epidemic,
- c) strike, lockout or other industrial dispute on the part of persons employed by any person who is not a party to this agreement.
- d) riot, war or acts of terrorism
- e) any act of government or other competent authority
- f) 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

17. DIGNITY AT WORK

Manchester Camerata and its members commit to treating all musicians 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. Manchester Camerata members and the MU oppose all forms of discrimination, bullying and harassment and are committed to eliminating discrimination and encouraging diversity. Manchester Camerata management encourage any freelancer 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 using the appropriate internal procedure which can be provided. Manchester Camerata managements 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.

18. **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.

19. **DURATION**

These Terms and Conditions shall remain in force until they are deemed to need updating.

Signed this 1st day of December 2024

Morris Stemp, Orchestras Official on behalf of Musicians' Union

Bob Riley, Chief Executive

Bb Kin

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. <u>Touring Supplement</u>

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 £70 shall be made for bed and breakfast plus a supplement of £25 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 24 months defined by Manchester Camerata's Chief Executive ("the Chief Executive"), 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. Membership is deemed to be beneficial to all parties, and to encourage the highest quality of musical output, through the same group of people regularly playing tougher.

ii) OFFERS OF WORK:

Offers of work will be made in line with the recruitment policy which is linked here.

APPENDIX C ARTISTIC PERFORMANCE REVIEW POLICY

Introduction

Manchester Camerata prides itself on the quality of its playing and in order that this standard is upheld, it is essential that all musicians maintain their performance level. It is recognised that there may be occasions when a musician's standard of performance can, for whatever reason, deteriorate. The overall aim of this process is to ensure that any musician in this position is provided with whatever support and encouragement they require to regain their standard of performance.

Review Process

Any concerns about an individual's artistic performance, whether from one or more players, the Music Director or any other conductor, should be communicated to the appropriate Section Principal, or if the Musician is a Section Principal, to the Leader or to the management.

If informal avenues have been explored without success, the matter will be referred to a Review Panel made up of the Chief Executive, Leader and Section Principal(s) and if appropriate the Music Director.

The review panel will meet to agree whether or not further action is necessary. If no problem is perceived, the author of the concerns will be informed, and no further action taken. If it is agreed that a problem exists, the appropriate Review Panel will meet, and the following formal process will begin.

Formal Process

The Chairperson, will in most cases be the Chief Executive. In advance of a meeting, the musician will be notified by letter as to the circumstances leading up to the meeting, outlining why the meeting is taking place. The letter will emphasise the positive aims of the review process, whilst explaining the practical outcome should improvement not be made.

At the formal meeting, a timescale for the process will be agreed between panel and player. At any formal meeting the Musician will have the right to be accompanied by an MU representative or colleague, and will be given the opportunity to respond to the information presented. The Musician will be treated in a positive, encouraging and sympathetic manner, whilst bearing in mind that formal decisions have to be reached. As part of the process the Chairperson will be able to offer professional development training or counselling as appropriate.

After the agreed period, the Chairperson will confer with the Review Panel and assess the situation. The decision will fall under one of the below categories:

- 1. No further action is to be taken
- 2. Further review is required (including timescale)

3. The conditions of the review have not been met and the musician will be dismissed.

All decisions will be communicated clearly in writing to the Musician.

APPENDIX D

PERSONAL CONCERNS

Concerns

If a musician or Manchester Camerata have a concern relating to the conduct of colleagues, they have a right to express it. Every effort should be made to resolve the personal concern or complaint informally and as speedily as possible. Should this not be possible the following procedures have been agreed as being the most effective way to resolve the personal concerns. Please remember that some cases need time to be investigated fully.

Process for Musicians:

Stage 1

The Musician may see the Head of Artistic Planning as he / she is the person, who in most cases, can best respond to the issue. The Musician is entitled at any time to take the matter up themselves or ask for support from the MU / a colleague who may accompany them. Should the personal concern relate to the conduct of a colleague, then that colleague will be notified of the terms of the issue and have an opportunity of being heard him / herself. Should this colleague be the person to whom a complaint would normally be referred, then in such cases the matter may be referred directly to the Chief Executive. If within a period of seven days the matter has not been dealt with to the satisfaction of the player, the Musician is entitled to proceed to Stage 2. In Stage 2, the matter must be dealt with within seven days otherwise the Musician will be entitled to proceed to Stage 3. These time limits may be altered by mutual agreement.

Stage 2

If the Musician is dissatisfied with the response after Stage 1 they should then consult the MU / a colleague for advice and, if agreed, to re-open the discussion with the Chief Executive.

Stage 3

Should the Musician continue to be dissatisfied, their complaint will be further dealt with by the Chair of Manchester Camerata Trustees. The conclusion will be confirmed to both parties in writing by Manchester Camerata.