

## RLPO / MU

### FREELANCE ORCHESTRAL AGREEMENT

*Effective from 1 September 2019 – 31 August 2020*

#### **1. PREAMBLE**

These Terms and Conditions have been agreed between the Royal Liverpool Philharmonic Society ('the Society') and the Musicians' Union ('the MU'), each recognising the other to be the appropriate body to negotiate on behalf of its members. They shall be regarded as having come into force on 1 September 2019, remaining effective until 31 August 2020, and shall govern the freelance engagement of musicians ('a/the musician') to perform for orchestral, choral and other similar concerts and associated media work with the Royal Liverpool Philharmonic Orchestra (RLPO).

#### **2. FREELANCE RATES**

The following shall be the minimum rates to be paid to a musician engaged to play for concerts, rehearsals and associated media work as specified in Clause 6 of this Agreement to be effective from 1 September 2019 until 31 August 2020:

##### **Concert Fee:**

For up to six hours playing on one day, including either a rehearsal/patching session and concert or rehearsal/ patching sessions:

Section Leaders	<b>£156.66</b>
Principals	<b>£134.28</b>
Sub-Principals	<b>£123.09</b>
Section Players	<b>£111.91</b>

##### **Single Extra Rehearsals:**

For up to three hours playing where no other work is offered on the same day and the work does not include a concert (calculated as 60% of the full day rate):

Section Leaders	<b>£93.99</b>
Principals	<b>£80.57</b>
Sub-Principals	<b>£73.86</b>
Section Players	<b>£67.16</b>

These Freelance Rates are inclusive of:

- Holiday pay contribution of 12%
- Media performance rights as defined in Clause 6 below

#### **3. HOURS OF WORK**

##### **3.1 Sessions**

The basic unit of playing work will be a 'session'. The length of each session will be calculated in 15 minute units. The maximum scheduled length of a session will be 3 hours.

The minimum scheduled length of a session will be 1 hour. There may be more than one session scheduled in a day provided that the total scheduled playing time does not exceed six hours.

A session may include concerts, rehearsals, media work or any reasonable combination of these. The length of rehearsal/patching sessions and studio media work will be predetermined.

The duration of a concert will be estimated on the work schedule. 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.

##### **3.2 Intervals**

The interval between two sessions will not normally be less than 1 hour. The interval between two studio media sessions shall normally be 1½ hours and the interval between the end of rehearsal and concert shall normally be 2 hours.

When a concert with duration in excess of 1½ hours is performed without an interval, 20 minutes will be added to the performance time for the calculation of hours of work and if this brings the performance time to more than three hours, overtime payments shall be made in accordance with Clause 4.

### **3.3 Rehearsal Repertoire**

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 session governed by the Terms and Conditions of this Agreement. The repertoire for each session shall be notified to the musician at the time of engagement

## **4. OVERTIME**

Overtime shall be paid if:

- (a) playing work exceeds 3 hours in any one session or 6 hours in any day
- (b) a rehearsal, patching or studio media session continues beyond its scheduled time regardless of the number of hours worked in a day

Where it is incurred, overtime shall be paid at time-and-a-half for each 15 minutes or part thereof up to a maximum of one hour.

For the purposes of this Clause, time-and-a-half is defined as 6.25% of the appropriate Concert Fee or 12.5% of the appropriate Single Extra Rehearsal Fee listed in Clause 2 of this Agreement for each quarter-hour unit. The rates per 15 minutes are as follows:

	<u>Concert Fee</u>	<u>Single Extra Rehearsal</u>
Section Leaders	<b>£9.79</b>	<b>£11.75</b>
Principals	<b>£8.22</b>	<b>£10.07</b>
Sub-Principals	<b>£7.70</b>	<b>£9.23</b>
Section Players	<b>£6.99</b>	<b>£9.42</b>

Unscheduled overtime on rehearsals and studio media sessions of predetermined length can only be undertaken by prior agreement with the musician.

## **5. DOUBLING**

### **5.1 Doubling**

Where a musician is required to play more than one instrument, or is specifically required to bring to a session 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 playing more than one instrument within the same sub-group will be regarded as standard doubling:

- (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, tomtoms, cymbals and the usual small accessories)
  - (iv) Timpani (up to four drums)

## **6. MEDIA WORK**

The musician, on acceptance of a live engagement under the Terms and Conditions of this Agreement, accepts and recognises that the concert performance and all associated rehearsal/patching sessions may be recorded or broadcast

by audio and/or visual means for any purpose and by any means of transmission, without further payment over and above that due under Clauses 2 and 4 of this Agreement. Studio recording sessions for CD, sound file, television, cinema soundtrack or any similar use that are not of concerts and associated rehearsal/patching sessions will continue to attract the appropriate MU media rates.

## **7. TRAVEL & SUBSISTENCE**

### **7.1 Land Travel**

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 RLPO, a travelling allowance of **35p 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.

Where transport is provided by the Society the travel allowance will not be payable. In this case the freelance musician will receive the same meal allowances as the contract musicians.

#### **Meal Allowance(s):**

One Meal (depart after 1.30pm)	<b>£14.57</b>
Two Meal (depart before 1.30pm)	<b>£21.85</b>

The departure time is stated on the Orchestra Work Schedule.

### **7.2 Air Travel**

Exceptionally, when air travel within the UK is provided by the Society, a single payment of **£22.40** for that part of the journey travelled by air will be made.

### **7.3 Sea Travel**

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 appropriate payment under Clause 7.1 for that part of the journey travelled by land

### **7.4 UK Tour**

Whilst on tour, which is defined as an engagement within the UK for which the musician is required to stay for two or more nights away from his/her normal centre of employment, a payment of **£21.50 per day** shall be made, in addition to all other fees, and in addition to overnight subsistence where applicable, on each day of the tour, excepting the first and last days

### **7.5 Air & Sea Fares**

Where the engagement necessarily involves an air or sea journey, and the relevant fare has not been paid by the Society, the actual cost of the air or sea journey shall be reimbursed to the musician, in addition to the rates payable under Clause 2.

### **7.6 Travel by Coach**

Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours.

### **7.7 Free days**

- For non-working days on tour (defined in Clause 7.4), one-half of the musician's actual performing fee will be paid (see Clause 2), in addition to all other payments.
- For a non-working travel day preceding an overnight stay, one-half of the musician's actual performing fee will be paid, in addition to all other payments.
- For a non-working travel day returning to the musician's normal centre of employment prior to 1:30pm no additional payment will be paid. For return after 1:30pm a half fee will be paid. The time of return is calculated 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 50mph.

## **8. OVERNIGHT STAY**

If the engagement involves an overnight stay and suitable accommodation is not provided by the Society, or if the time of return to the musician's normal centre of employment as defined in Clause 9 below is after 2am, a payment of **£63.10** for bed and breakfast shall be made plus the 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.

Where a musician is able to prove that he/she 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.

## **9. 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 Society:

Return between midnight and 12.30am	<b>£4.95</b>
Return between 12.31am and 1.00am	<b>£9.85</b>
Return between 1.01am and 1.30am	<b>£14.80</b>
Return between 1:31am and 2:00am	<b>£15.00</b>

The time of return is calculated 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 3.1 above.

## **10. EARLY CALL**

When a musician is required to depart from his/her normal centre of employment before 8.00am, and/or to be present at a concert or rehearsal before 8.00am, an early call payment shall be made, calculated at the rate of **£3.15** per hour or part thereof subject to a minimum of **£6.30** for all necessary travelling or working time prior to 8.00am. 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.

## **11. PORTERAGE**

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

<b>Group A</b>	<b>Payment £17.95</b> Electric Guitar Double Bass
<b>Group B</b>	<b>Payment £14.75</b> Bass Saxophone Tuba Contra Bassoon
<b>Group C</b>	<b>Payment £10.50</b> Baritone Saxophone Trombone plus one other brass instrument French horn plus one other brass instrument 2 Saxophones Cello
<b>Group D</b>	<b>subject to individual negotiation</b> Percussion Instruments Kit Drums Timpani Organ Harp Electronic Keyboards

A full porterage payment shall be due for each day of an engagement, except where a musician chooses to leave his/her instruments 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.

These payments do not apply when the Company makes arrangements to transport the instruments, unless the musician is required to bring the instruments 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 Company, under clause 7.2 of these Terms and Conditions, and it is agreed between the Company and the musician that special arrangements are necessary for the safe transportation of instruments listed in Groups A, B, C, D above, any additional costs in respect of transportation of these instruments may be subject to negotiation.

## **12. SCHOOLS AND EDUCATIONAL CONCERTS**

The following shall be the minimum rates to be paid:

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

## **13. CHANGES TO SCHEDULE**

Liverpool Philharmonic reserves the right to change the schedule with 21 days' notice or more. In cases where the schedule is changed with less than 21 days' notice, basic fees will be paid to the musician as outlined in Clause 2 on this Agreement. From 21 to 42 days' notice, if the Liverpool Philharmonic cancels work, or makes changes which the musician can no longer accommodate due to unavoidable conflict, the musician shall receive 50% of their fee. When the musician is able to mitigate any loss caused by cancellation Liverpool Philharmonic will pay any difference in basic fees.

## **14. 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 or engagements carried out under these Terms and Conditions where conventional instrumentalists may be reasonably or traditionally expected to be used.

## **15. DISPUTES**

Should any dispute arise in the interpretation of this Agreement which cannot be settled at local level, it shall at once be referred to the Chief Executive of the Society and the General Secretary of the Musicians' Union who shall meet as soon as possible and in any case within ten days of the referral. 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 of an arbitrator cannot be reached within seven days the procedures shall be regarded as exhausted.

## **16. MUSICIANS' UNION**

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

## **17. DURATION**

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

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Signed

Michael Eakin  
*Chief Executive,*  
*Royal Liverpool Philharmonic Orchestra*

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Date

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Morris Stemp  
*Orchestras Official  
Musicians' Union*

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Date