



City of
Birmingham
Symphony
Orchestra

CITY OF BIRMINGHAM SYMPHONY ORCHESTRA / MUSICIANS' UNION
FREELANCE ORCHESTRAL AGREEMENT

With Effect from 1 June 2023

1 Preamble

These Terms and Conditions have been agreed between the City of Birmingham Symphony Orchestra (hereinafter called the 'Company') and the Musicians' Union, 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 June 2023** and shall govern the freelance engagement of musicians for orchestral, choral and other similar concerts with the CBSO. The supplementary rates and conditions in the Appendix apply to tours within the UK.

2(a) 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. 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 4 of these Terms and Conditions.

There shall be no restriction on the music that a musician may be asked to play at a rehearsal.

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.

BASIC CONCERT FEE

(to include up to 80 miles of travel in one day)

Tutti	£151.43 / £106 (single call)
Sub Principal	£167.88 / £117.52 (single call)
Principal	£178.68 / £125.08 (single call)
Section Leader	£215.43 / £150.80 (single call)

2(b) Schools and Educational Concerts

The following shall be the minimum rates paid:

- (i) One concert with or without rehearsal and contained within a spread over of three hours – single call fee.
- (ii) Two concerts with or without rehearsal and contained within a spread over of six hours – basic concert fee.

3(a) Extra Rehearsals

A single call fee shall be paid for an additional rehearsal of up to three hours in length on a day when the Company engages the musician for a rehearsal and concert or media work on the same day

(b) Single Extra Rehearsals

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

(c) **Two Session Rehearsals**

When the Company offers a separate day of two rehearsals, each of which can be up to three hours (six hours maximum in total for the day), a full Basic Concert Fee will be paid.

(d) **Minimum Fee**

The minimum fee payable (including the appropriate Distance Banding under clause 6) shall not be less than **£110** per day.

4 **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(a) of these Terms and Conditions for each half-hour unit. In the case of a single schools/ educational concert, or a single extra call, overtime is payable at the rate of 20% of the single call fee for each half-hour unit.

5 **Doubling**

Where a musician is required to play more than one instrument, or is specifically required to bring to a rehearsal or concert more than one instrument, an additional payment of 10% of the musician's basic concert 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 status under 2(a). 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, tomtoms, cymbals and the usual small accessories)
- (iv) Timpani (up to four drums)

6 **Distance Banding**

Fees will be paid in accordance with the concert fees under clause 2(a) plus the appropriate daily mileage banding as detailed below. In cases of dispute, the shortest recommended AA mileage shall be taken as the authority for such distances.

Band A (81 – 120 miles of travel in one day)
£18.64

Band B (121 – 160 miles of travel in one day)
36p per mile over 80 miles
Minimum payment **£25.73**

Band C (161 – 220 miles of travel in one day)
36p per mile over 80 miles
Minimum payment **£37.28**

Band D (221 – 280 miles of travel in one day)

36p per mile over 80 miles

Minimum payment **£56.02**

Band E (281 miles and over)

36p per mile over 80 miles

If the musician wishes to use transport provided by the CBSO in the UK, a reduced distance allowance of 17p per mile shall be paid over and above 80 miles.

7 Travel Allowances

- (a) Exceptionally, when air travel within the UK is provided by the Company, the basic concert fee will be paid plus a single payment of **£23.52** for that part of the journey travelled by air.
- (b) Where the engagement involves a sea journey, a payment of **£9.77** per hour or part thereof (up to a maximum of **£39.82**) shall be made for the scheduled length of time of the sea journey in addition to the appropriate payment under clause 6 for that part of the journey travelled by land
- (c) Where the engagement necessarily involves a sea journey, and the relevant fare has not been paid by the Company, the actual cost of the sea journey shall be reimbursed to the musician, in addition to the fee payable under Clause 2(a)
- (d) Coach travel by musicians engaged under these Terms and Conditions shall not exceed 250 miles during any period of twenty-four hours.

8 Subsistence

(a) Overnight Stay

If the engagement involves an overnight stay and suitable accommodation is not provided by the Company, or if the time of return to the musician's normal centre of engagement as defined in Clause 8(b) below is after 2am, a payment of **£70.00** for bed and breakfast shall be made plus the 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 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 engagement 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.

8(b) Payment for Late Return

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

Return between;	
midnight and 12.30am	£5.25
12.30am and 1.00am	£10.50
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 engagement 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 engagement 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 **£7.00** per hour or part thereof for all necessary travelling or working time prior to 8.30am. The time of departure from the musician's normal centre of engagement 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 engagement 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

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.

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.

Porterage payments for engagements under these Terms and Conditions 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

Group D Porterage rates for these instruments are subject to individual negotiation
Harp
Kit Drums
Percussion Instruments
Timpani
Organ
Electronic Keyboards

A full porterage payment shall be due for each day of an engagement, except where the Company has made safe provision for a musician to leave his/her instrument 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 Company will guarantee the security of the storage area and ensure that adequate insurance cover in case of loss or damage is in place.

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 porterage payments shall be due in full.

The Company will use its best endeavours to ensure that the venue will provide parking facilities for those transporting large or heavy instruments by car.

In cases where air travel within the UK is provided by the Company, under clause 7(a) 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. Any additional cost of hiring instruments or hiring transportation for large or heavy instruments shall be the subject of individual negotiation.

The Company will adjust the porterage rates in a timely manner to the most recent ABO/MU Casual Agreement rates when new rates are agreed.

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

11 **Media**

The musician, on acceptance of a live engagement, recognises and accepts that the performance and all associated rehearsal sessions may be recorded (by audio and/or visual means), without further payment, for any purpose. Studio recording sessions for CD, sound file, television, cinema soundtrack or any similar use will continue to attract the appropriate rate as agreed with the Musicians' Union.

12 **Holiday Pay**

The fees detailed within this Agreement include Holiday Pay at the appropriate rate recognised under the Working Time Regulations. The musician shall not be entitled to additional fees for this purpose.

13 **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 Company 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.

14 **Musicians' Union**

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

15 **Duration**

These Terms and Conditions shall remain in force until further negotiations are agreed between the Company and the Musicians' Union.

APPENDIX 1

ORCHESTRAL TOURING 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 engagement.

2 Travelling Expenses

If transport is provided by the Company the basic concert fee will be payable. If transport is not provided by the CBSO the appropriate Banding shall apply taking into consideration the mileage travelled in order to fulfil the engagement in addition to the basic concert fee as detailed in 2(a).

3 Free Days

- (a) For non-working days, one single call fee shall be paid, in addition to all other payments.
- (b) If the opening day of a tour is a non-performing day, a single call fee shall be payable in addition to all other payments. The appropriate band payment will be applied after taking into account the distance travelled.
- (c) If the final day of a tour is a non-performing day, a single call fee shall be payable only when the return time to the musician's normal centre of engagement is after 1pm. "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 engagement, a nominal departure time of 8.30am and an average speed of travel of 50mph. The appropriate band payment will apply after taking into account the distance travelled.

4 Morning Calls

There shall be not less than eight hours free time 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 **£7.00** per hour or part thereof 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.

5 Touring Supplement

A payment of **£23.00** 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.

6 Hotels and Subsistence

Any hotel provided by the Company 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 Company, a payment of **£70.00** per night for bed and breakfast shall be made together with a supplement of **£25.00** when the engagement is within the area bounded by the M25 motorway.

APPENDIX 2

MINIMUM SEAT / RANK DESIGNATION

1st Violin

- 1 Leader (N)
- 2 Associate Leader
- 3 Section Leader
- 4 Principal
- 5 Sub Principal
- 6+ Tutti

2nd Violin

- 1 Section Leader
- 2 Principal
- 3 Sub Principal
- 4 Sub Principal
- 5+ Tutti

Viola

- 1 Section Leader
- 2 Principal
- 3 Sub Principal
- 4 Sub Principal
- 5+ Tutti

Cello

- 1 Section Leader
- 2 Principal
- 3 Sub Principal
- 4 Sub Principal
- 5+ Tutti

Double Bass

- 1 Section Leader
- 2 Principal
- 3 Sub Principal
- 4 Sub Principal
- 5+ Tutti

N.B. Any string player on trial for a position will receive the minimum pay scale of that position, not the seat they sit in.

Flute

- 1 Section Leader
- 2+ Sub Principal

Piccolo

- 1 Principal
- 2+ Sub Principal

Oboe

- 1 Section Leader
- 2+ Sub Principal

Cor Anglais

1 Principal
2+ Sub Principal

Clarinet

1 Section Leader
2+ Sub Principal

Bass Clarinet

1 Principal
2+ Sub Principal

Bassoon

1 Section Leader
2+ Sub Principal

Contra Bassoon

1 Principal
2+ Sub Principal

Horn

1 Section Leader
2 Sub Principal
3 Principal
4 Sub Principal
Bumper Principal

Trumpet

1 Section Leader
2+ Sub Principal

Trombone

1 Section Leader
2+ Sub Principal

Bass Trombone

1 Principal
2+ Sub Principal

Tuba

1 Principal
2+ Sub Principal

Percussion

1 Section Leader
2+ Sub Principal

Timpani

1 Section Leader
2+ Sub Principal

Harp

1 Principal
2+ Sub Principal