

Ulster Orchestra / Musicians Union
Freelance Orchestral Agreement

Effective 1st April 2023

1. PREAMBLE

This Agreement is made between the Ulster Orchestra Society Limited ('the Society') and the Musicians' Union ('the MU') governing the minimum terms and conditions agreed collectively between the Society and the MU for the engagement of self-employed Musicians ('a/the musician') working as Extras and Deputies with the Ulster Orchestra. The terms and conditions set out in the Agreement shall be effective from 1st April 2023.

The Society and the MU each recognise the other to be the appropriate body to negotiate on behalf of its members.

For the avoidance of doubt this agreement is not intended to confer employee status on any Musician and the intention and understanding of all parties is that Musicians engaged under these terms and conditions are self-employed workers.

2. FREELANCE RATES

The following shall be the minimum rates to be paid to a musician engaged to play for concerts, rehearsals and media work to be effective from 1st April 2023:

2.1 Concert Fee:

For up to six hours playing on one day, including either two or more rehearsal sessions, a single rehearsal session and concert, or a single concert session only:

Tutti	£122
Sub-Principals	£130
Principals	£136
Section Leader	£147

2.2 Single 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):

Tutti	£73.20
Sub-Principals	£78.00
Principals	£81.60
Section Leader	£88.20

Musicians based in the UK: where the musician is scheduled for a single rehearsal session (excluding the first day of a work period), they will be paid the concert fee.

2.3 Free Day:

For a captive free day in Northern Ireland or on tour, a single session fee (as in 2.2) will be paid.

2.4 Schools & Educational Concerts:

For one concert with or without rehearsal and contained within a spread over three hours the fees are as in clause 2.1.

For two concerts with or without rehearsal and contained within a spread over of six hours the fees are as in clause 2.1

2.5 BBC Sessions:

For engagements offered under the terms of the agreement between the BBC and the Society, the Musician will be paid in accordance with the current MU/BBC Orchestras Agreement. The current rates payable at 1st April 2023 are as follows:

For up to six hours recording on one day, including either two or more rehearsal sessions, or a single rehearsal session and concert,

Tutti	£146.00
Principals/Sub Pr	£158.50
SL	£168.00

For a single additional rehearsal session on a recording/concert day

Tutti	£73.00
Principals/Sub Pr	£79.00
SL and Principals	£84.00

2.6 BBC relay of Ulster Orchestra Public Concerts: Payable in addition to the concert and rehearsal fees specified in clauses 2.1 & 2.2:

Relay Fee (to include radio and/or TV, live or deferred) **£69.00**

2.7 Commercial Audio Recordings:

Commercial Audio Recordings will be subject to the terms of the current BPI/MU agreement.

These Freelance Rates are inclusive of a holiday pay contribution of 12.1%.

3. HOURS OF WORK

3.1 Sessions

Orchestra rehearsal periods shall be of pre-determined duration. The duration of performances shall be estimated on the schedule. A session will be no less than 2 hours except:

- i For children's and educational concerts, for which a session of 1½ hours may be called.
- ii For promotional activity, for which a session of not less than 1½ hours may be called.
- iii On the day of a concert, when a rehearsal session of not less than 1 hour may be called.

3.2 Breaks

The break in sessions in excess of 1½ hours duration will be taken as close to the mid-point as practical, not exceeding 90 minutes of playing. This may be changed by mutual agreement.

Session of 1½ hours or less no break

Sessions of more than 1½ hours up to and including 2 hours 10 minutes

Sessions of more than 2 hours up to and including 2½ hours 15 minutes

Sessions of more than 2½ hours up to and including 3 hours 20 minutes

A session may include concerts, rehearsals, media work or any reasonable combination of these. The length of rehearsal 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 1 hour and the interval between the end of rehearsal and concert shall normally be 1½ hours.

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 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>
Tutti	£7.63	£9.15
Sub-Principals	£8.13	£9.75
Principals	£8.50	£10.20
Section Leader	£9.18	£11.20

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

Overtime for BBC engagements will also be paid at a rate of time-and-a-half, per 15 minutes.

	<u>Per 15 minute period</u>
Tutti	£9.12
Sub-Pr and Principal	£9.90
Section Leader	£10.50

5. DOUBLING

5.1 Doubling

Additional payments for doubling shall be consistent with the current ABO/MU agreement, currently (19.05.23) as follows.

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 (with a minimum of £11.85 where a full concert fee is being paid, or £7.50 for a single schools or educational concert or a single extra rehearsal) 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

(ii) Latin American and world percussion instruments

- (iii) Non tuned standard orchestra percussion instruments
- (iv) Timpani (up to four drums)
- (v) Drum Kit

6. MEDIA WORK

6.1 The musician, on acceptance of an engagement under the Terms and Conditions of this Agreement, accepts and recognises that his or her performance and all associated rehearsal sessions may be recorded or broadcast by audio and/or visual means under the terms of the collective agreements between the BBC and the Society or recording companies and the MU.

All assignable performers' rights under this agreement are vested in the Society except those rights assigned to the BBC under its agreement with the Society.

6.2 EPK

The musician will permit the Society to record sections of rehearsal and performance in sound and vision or in sound only for no additional fee in order to produce an EPK. The Society will inform the Musician of the intention to produce an EPK recording at the earliest possibility in advance of the engagement. The recorded excerpts used in the EPK must not include any musical piece in its entirety, however short, and will have a maximum duration in aggregate of 10 minutes. Audio/visual recordings of such excerpts should, where possible, be watermarked throughout their duration to deter unauthorised uses. EPK recordings will be used for promotional purposes by the Society and by any third parties nominated by the Society for the promotion of the Ulster Orchestra, Belfast and Northern Ireland and its constituent parts.

6.3 News Access

News items which include the musical performances of Musicians may be recorded under the terms of the MU's News Access Code of Practice as currently in force.

6.4 Archive Recording

Archive recordings may be made under the terms of the MU's Archive and Promotional Use Recordings Agreement as currently in force. Under this Agreement permission is required from the MU for the recording to take place and a fee per musician is payable.

7. TRAVEL & SUBSISTENCE

7.1 Land Travel

(a) Musicians based in Belfast:

If the Musician is required to work outside a radius of 7 miles from the Ulster Hall, a meal allowance will be paid as follows:

Leaving after 13:30 or returning before 18:00 **£16.16**

Leaving before 13:30 & returning after 18:00 **£23.23**

(b) Musicians based outside Belfast:

If the Musician is required to work outside a radius of 7 miles from his or her home address, and alternative transport is not provided and paid for by the Society, 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. If alternative transport is provided and paid for by the engager, a reduced travelling allowance of 16p per mile shall be paid.

(c) Musicians based in mainland UK:

The musician will receive a single Distance fee of **£22.40** in respect of return travel from mainland UK to Northern Ireland.

(d) Musicians based in the Republic of Ireland:

If the Musician is required to work in Belfast, a fee of **£40** will be paid instead of the travelling allowance in (b) above.

7.2 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. This amount should not exceed £150 unless by prior agreement of the Society

7.3 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.

7.4 Free days

- (a) For non-working days on tour, or for musicians based outside Northern Ireland who are required to remain in Northern Ireland during an engagement, 60% of the musician's actual performing fee will be paid (see Clause 2), in addition to all other payments.
- (c) For a non-working travel day where the Society provides transport, returning to the musician's normal centre of employment before 1330 will be without additional payment.

8. OVERNIGHT STAY

If the engagement involves an overnight stay in Northern Ireland and 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. Musicians based outside Northern Ireland who are required to stay in Northern Ireland for more than one night will receive an additional touring allowance of **£21.50** from the second night and for each subsequent night of the engagement.

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 00:00 and 00:29	£5.01
Return between 00:30 and 00:59	£10.03
Return between 01:00 and 02:00	£15.04

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 STARTS

When a musician is required to travel by air on a day of work, an early start payment will be made, dependent on the time at which the musician is required to check in, as follows:

Check in (60mins before flight) between

07:30-08:30	£5.90
07:00-07:29	£8.85
06:30-06:59	£11.80
06:00-06:29	£14.75

Where the musician is required to check in before 06:00, the early call payment shall be replaced by an overnight stay payment of **£63.10**.

11. PORTERAGE

Porterage payments for engagements under these Terms and Conditions shall be consistent with the ABO/MU Freelance agreement, currently () as follows:

Group A Payment **£17.95**
Electric Guitar

Group B Payment **£14.75**
Bass Saxophone
Double Bass
Tuba

Group C Payment **£11.00**

Baritone Saxophone
Bass clarinet
Contra Bassoon
Trombone plus one other brass instrument
French horn plus one other brass instrument
2 Saxophones

Group D Subject to individual negotiation

Harp
Percussion Instruments
Kit Drums
Timpani
Organ
Electronic Keyboards

A full portage 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 portage payment shall not be paid for each night during which the instrument is left at the venue.

These payments do not apply when the Society 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. CHANGES TO SCHEDULE

The Society reserves the right to change the schedule with 28 days' notice or more. In cases where the schedule is changed with less than 28 days' notice, basic fees will be paid to the musician as outlined in Clause 2 on this Agreement. From 28 to 56 days' notice, if the Society 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 the Society will pay any difference in basic fees.

Minor changes to the schedule may be made at a minimum of 14 days' notice, without affecting the fees due to the Musician. These minor alterations comprise: change of rehearsal or performance time by up to an hour, change of venue, and change to the programme repertoire without involving a change of orchestra personnel.

13. 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.

14. 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.

15. 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.

16. DURATION

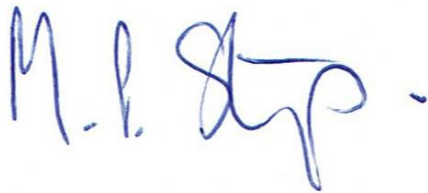
These Terms and Conditions shall remain in force until 31st March 2024

Signed

A handwritten signature in black ink, appearing to read 'Aiveen Sands'.

Aiveen Sands
Chief Executive , Ulster Orchestra Society Ltd

7th June 2023

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

Morris Stemp
Orchestras Official, Musicians' Union

8th June 2023