

MASTER AGREEMENT

BETWEEN

THE CHATTANOOGA SYMPHONY AND OPERA ASSOCIATION

AND

THE TRI-STATE MUSICIANS' UNION, LOCAL 80,  
AMERICAN FEDERATION OF MUSICIANS

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## DEFINITIONS

Absence – When a Musician is temporarily unavailable to perform one or more Services under circumstances where he/she intends to return to his or her position.

Association – The Chattanooga Symphony and Opera Association.

Association Office – means the physical address of the Association (currently 701 Broad Street, Chattanooga, Tennessee).

Back-to-Back – A service consisting of two (2) fifty (50) minute concerts performed within a three (3) hour span

Background music - Shall be defined as an event where the primary purpose of the gathering is not the music performance, and any music performed is subservient to another activity.

Call sheet -- Performance information provided to Musicians which includes dates, times and location of Services; detailed list of known repertoire; orchestra personnel; instrumentation; seating

Chamber concert -- A-Contract chamber ensemble performance.

A-Contract: A-Contract Musicians perform in subscription concert Services and a mixture of education and outreach Services. In this Master Agreement, the total number of Services in an A-Contract, before additional compensation is required, changes annually per Appendix 2. A-Contract Musicians are paid an annualized amount, based on service count and per service rate, in equal installments.

B-Contract: B-Contract Musicians perform primarily in subscription concert Services. In this Master Agreement, the total number of Services in a B-Contract, before additional compensation is required, is 90. B-Contract Musicians are paid an annualized amount, based on service count and per service rate, in equal installments.

C-Contract: C-Contract Musicians perform primarily in subscription concert Services. In this Master Agreement, the total number of Services in a C-Contract, before additional compensation is required, is 30. C-Contract Musicians are paid in each pay period for the Services which they performed.

Day – Any twenty-four (24)-hour period beginning at 12:01 a.m. and ending at 12:00 a.m. (midnight)

Daytime – Any eight (8) hour period beginning at 9:00 a.m.

Demotion -- Reassignment resulting in a downward change of title, contract type, or pay scale

Evening – Any six and one-half (6-1/2) hour period beginning at 5:00 p.m. and ending at 11:30 p.m.; Services ending after 6:30 p.m. shall be considered evening Services

Executive Director -- Chief business manager of the Association

Fee Engagement – A Service not to be paid for by the Association but to be paid for by a Presenter.

Immediate family -- Spouse, parent, child, sibling, or grandparent

Local 80 – Tri-State Musicians' Union, Local 80, American Federation of Musicians

Major performance -- Any classical subscription concert, opera performance or Pops subscription performance

Master Agreement – This Master Agreement between the Association and Local 80.

Music Director -- the person who is employed by the Association to be the principal conductor of the Orchestra and, in the absence of a person serving on a full-time basis, shall refer to the Association or such other person as it designates

Musician(s) – Person(s) employed to perform with the Orchestra, excluding conductors and guest artists

Orchestra -- Chattanooga Symphony and Opera Orchestra

Orchestra Committee – the Musicians selected by the Orchestra to perform the duties described in Article 7.

Performance – Any concert organized by the Association

Per-service rate – The minimum compensation paid to each Musician for a service, whether rehearsal or performance.

Personnel Manager - The person selected by the Association to supervise Services.

Presenter - an entity or individual who engages the Association to perform a Service for a fee.

Principal Musician – The first chair player of each section of the Orchestra

Run-Out Performances – A Service twenty five (25) miles or more from the Association offices (currently 701 Broad Street, Chattanooga, Tennessee) excluding Cleveland, Tennessee and Dalton, Georgia, not requiring an overnight stay.

Section – A group of like instruments, such as first violins, second violins, violas, cellos, basses; flutes, oboes, clarinets, bassoons; horns, trumpets, trombones, tubas; percussion, timpani; harps, keyboard

Service -- any rehearsal, performance, educational performance/demonstration or Chattanooga Symphony Youth Orchestras sectional rehearsal, unless otherwise noted in this Master Agreement .

Substitute and Extra Musicians – A Musician not holding a contracted position (A-Contract, B-Contract, or C-Contract), who is hired on an as-needed basis (as specified in Article 13.1), but compensated pursuant to current applicable Master Agreement rates.

Tenure – A guarantee of an automatic contract renewal for an upcoming season per the requirements and provisions of this Master Agreement.

Tenured Musician – A Musician who has met the qualifications and requirements as set out in this Master Agreement which guarantee him or her an automatic right of contract renewal for an upcoming season.

Underwritten broadcast -- a broadcast for which part or all of the cost is paid by one or more parties and for which such underwriting is publicly recognized only by opening and closing program announcements and in pre-program publicity acknowledging only the name of the underwriting source and/or by the display of a logo or other visual means of identification

Vacancy – When an A-Contract, B-Contract or C-Contract Musician permanently leaves his or her position, voluntarily or involuntarily, or when a new Orchestra position is created.

Weekend -- All day Saturday and all day Sunday

Workweek – Monday through Sunday

## PREAMBLE

This Master Agreement has been executed this 1st day of September , 2013 by and between the Chattanooga Symphony and Opera Association, Inc. hereinafter designated the "Association", and the Tri-State Musicians' Union, Local 80, American Federation of Musicians, hereinafter designated "Local 80", for the purpose of establishing compensation and working conditions for Musicians employed by the Association.

## **ARTICLE 1**      **TERM OF AGREEMENT AND AMENDMENTS**

### ARTICLE 1.1 TERM

The term of this Master Agreement shall be one season, and shall commence on September 1, 2016 and end on August 31, 2017.

### ARTICLE 1.2 AMENDMENTS

No waivers, additions, deletions, or amendments to this Master Agreement shall be made during its term except by mutual consent in writing of both parties. Any additions, deletions, or amendments made by such mutual consent in writing shall become an integral part of this Master Agreement.

## **ARTICLE 2**      **SEASON**

### ARTICLE 2.1 SEASON DESCRIPTION

Each Association season governed by this Master Agreement shall consist of thirty (30) paid weeks scheduled within thirty-four (34) consecutive weeks beginning no earlier than the first day of September and ending no later than the last day of May. During each of these seasons "Season" or "Year", there will be four (4) weeks of unpaid vacation. All exceptions are summarized in Appendix 2.

### ARTICLE 2.2 HOLIDAYS

No Services shall be scheduled on the following holidays without the consent of Local 80 upon the recommendation of the Orchestra Committee: Good Friday, Easter, Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Yom Kippur, Rosh Hashanah, and the First Day of Passover. The holiday for Rosh Hashanah, Yom Kippur, and Passover shall be 24 hours in length, beginning at 6:00 p.m. on the eve of the day and ending at 6:00 p.m. on the day. Each Musician may, at his or her option, decline or accept any service scheduled for New Years Eve. Musicians declining said service(s) must give notice to the Association within three (3) business days of the offer of employment. Services scheduled on New Years Eve shall not be considered part of any service guarantees. There shall be at least one day (12:01 a.m. to 11:59 p.m.) during Labor Day weekend (defined as Saturday through Monday) on which no Services shall be scheduled.

### ARTICLE 2.3 CONTRACT POSITIONS AND SCHEDULING PROCEDURES

- a. The Association shall issue a preliminary performance schedule for the season to A-Contract, B-Contract, and C-Contract Musicians by April 1 and shall issue a provisional rehearsal and performance schedule for the season by July 10. Scheduled weeks off may not be changed; however, additions to the schedule, cancellations or changes of dates or times may be made with at least thirty (30) days advance notice. Such cancellations shall be without pay. Notwithstanding the foregoing provision, no musician who was previously engaged for a Masterworks rehearsal shall be cancelled from that service without pay, except by mutual agreement between the parties.
- b. Without such notice all dates and times, including those listed as tentative, shall become firm. Dates and times of Services scheduled during the month of December shall become firm 15 October. Exceptions to the 30-day advance notice and the 15 October notice for December engagements are that, for A-Contract Musicians,
  1. additions or changes to the schedule for Services that begin before 4:00 pm may be made with at least twenty-one (21) days advance notice; and

2. notice of Services for Fee Engagements for A-Contract Musicians may be made with at least twenty one (21) days notice, but shall not be binding on A-Contract Musicians who have a bona fide prior commitment.
  3. no A Contract services may be scheduled outside of Hamilton County during weeks of Masterworks concerts.
  4. no A Contract services may be scheduled outside of Hamilton County starting before 10:00 a.m.
  5. A Contract ensemble services shall be scheduled on Tuesday, Wednesday, Thursday, and Friday, so long as the service end time allows for musician arrival at the CSO offices no later than 3:30 PM. A Contract ensemble services may again resume at 7PM.
  6. Notwithstanding the foregoing, A Contract ensemble services shall not be scheduled on the day following a Masterworks performance, nor a similar gala, opera or other classical concert.
- c. The Association may offer individual written contracts to Substitute and Extra Musicians either for an entire season or for one or more Services. Additions to the schedule, cancellations or changes of dates or times, may be made with at least thirty (30) days advance notice. Such cancellations shall be without pay. Should a schedule change be required with fewer than thirty (30) days advance notice, or with fewer than twenty-one (21) days notice for Fee Engagements, and a Musician is unable to accommodate the change, the Association may, at its sole discretion, excuse the Musician with pay from the changed Service, or pay the Musician for all Services originally scheduled and hire another Musician. Cancellation of a Service, except as permitted under Section 2.3 or Section 2.4 of this Master Agreement, does not relieve the Association of its obligation to pay the substitute Musicians who were employed for such cancelled Service. Substitute and Extra Musicians must return or otherwise respond to individual contracts within two (2) weeks of issuance or demonstrate good faith efforts to do so, unless extenuating circumstances prohibit.
  - d. The Association shall be permitted to schedule no more than five (5) rehearsals on Saturday evenings.
  - e. Musicians may not be scheduled for more than seven (7) consecutive work days without a scheduled day off.
  - f. All anticipated A-Contract Services involving B-Contract players shall be included in the provisional season schedule.
  - g. No additional Services may be scheduled on days of Masterworks or Opera series performances.
  - h. Rehearsals involving only A-Contract Musicians may be scheduled during the daytime.
  - i. No Services shall be scheduled before 9:00 a.m. without prior consent of the Orchestra Committee.
  - j. There shall be a 2 ½ hour break between an orchestra rehearsal and concert.
  - k. There shall be a 1 ½ hour break between a Chamber Series rehearsal and concert.
  - l. After an evening Service, no Service shall be scheduled within eleven and one-half (11-1/2) hours of the scheduled conclusion of the Service or, in the case of Run-Out Performances, the return of the Orchestra to Chattanooga.
  - m. Chamber concerts may not be scheduled during a week which includes a major performance. The number of and scheduling of rehearsals shall be discussed and resolved on a case-by-case basis between the Orchestra Committee and the Association. For each Chamber concert, there shall be at least two (2) scheduled rehearsals within fourteen (14) days of the initial performance, and at least one of those rehearsals shall take place within four (4) days of the initial performance. Rehearsals for mixed ensembles may be combined with other Chamber rehearsals.
  - n. A detailed list of repertoire to be performed shall be posted and copies furnished to each Musician as soon as possible but no later than fifteen (15) days prior to the service involved, except in the case of an emergency. Whenever possible, Musicians will be given thirty (30) days notice of instrumentation. When there are more than two (2) rehearsals for a set of performances, the rehearsal order for the first and final rehearsals shall be available at least one (1) week in advance; order for all rehearsals between the first and final shall be at the discretion of the Music Director and communicated at

the immediately previous rehearsal. When there are only two (2) rehearsals for a set of performances, order for the first rehearsal will be available at least one (1) week in advance and order for the final rehearsal shall be at the discretion of the Music Director and communicated at the immediately previous rehearsal.

#### ARTICLE 2.4 FORCE MAJEURE

In the event it becomes impossible to continue one or more of the performances or rehearsals provided for under the terms of this Master Agreement by reason of any act of nature (not including rain), such as fire, flood, or pestilence, or because of any rules or regulations promulgated by Federal, State, or municipal authorities, or because of a civil or military emergency, then the Association shall have the right to cancel Services without remuneration for the duration of the occurrence or emergency, and upon the payment of compensation earned to the date and time of such cancellation.

### **ARTICLE 3**      **SERVICES**

#### ARTICLE 3.1 GENERAL

A-Contract Services may also include educational concerts and demonstrations, chamber music performances, and sectional rehearsals for the Chattanooga Symphony and Opera Youth Orchestras.

#### ARTICLE 3.2 DURATION

- a. A Service shall have a maximum length of two and one-half (2-1/2) hours; after that time, overtime shall commence, except if the service maximum length is exceeded as a result of Article 2.4 events..
- b. For rehearsals and performances of ballet or opera or film accompanied by the Orchestra, the standard Service shall have a maximum length of three (3) hours; after that time overtime shall commence. Compensation for the “extra” half hour of a three (3) hour service shall be at a rate equal to that paid for the previous half hour. In the event that opera Services are predetermined to go past the three (3) hour service length then additional time shall be compensated at the following rate: the first 15 minutes past the three (3) hour service shall be compensated at the same amount as the previous 15 minutes. Additional time will be compensated at the prevailing overtime rate. It is understood that “film” in this paragraph refers to feature-length film as would be shown in a commercial movie house.
- c. For education concerts consisting of two (2) fifty (50) minute concerts within a three (3) hour span, the standard Service shall have a maximum length of three (3) hours; after that time overtime shall commence. Compensation for the “extra” half hour of a three (3) hour service shall be at a rate equal to that paid for the previous half hour.
- d. For the purpose of computing time, it is agreed that the time shall begin at the scheduled time of Service and shall run until the Musician is released or until the end of the scheduled Service, whichever is later. In no event shall Musicians released before the end of a scheduled Service be required to make up that time during a later Service.

#### ARTICLE 3.3 INTERMISSIONS

- a. No intermission shall be required for rehearsals of one (1) hour or less. Intermissions at other rehearsals shall be a minimum of fifteen (15) minutes in duration for a rehearsal between one (1) hour and two and one-half (2 ½) hours in length and a minimum of twenty (20) minutes in duration for a three (3) hour rehearsal.
- b. The maximum playing time at rehearsals before intermission shall be seventy-five (75) minutes, except during dress rehearsals and three (3) hour rehearsals, when the playing time before intermission may be extended to ninety (90) minutes.
- c. Intermissions at performances shall be a minimum of fifteen (15) minutes in duration. Playing time until intermission shall be no longer than ninety (90) minutes, with the exception of single movement or single act works or where an intermission would disrupt the continuity of the performance.
- d. There shall be no infringements on the Musicians’ time during intermission.



#### ARTICLE 3.4 OVERTIME

Overtime not to exceed one (1) hour shall be calculated in fifteen (15) minute segments. There shall be a five (5) minute intermission during each of the first and third segments of overtime. However, when overtime is imminent during an opera or ballet rehearsal, intermission for the first two (2) or three (3) segments of overtime may begin as early as fifteen (15) minutes prior to the beginning of overtime. Overtime shall not be credited to a Musician's seasonal service obligation.

#### ARTICLE 3.5 PHYSICAL CONDITIONS AND ENVIRONMENT

- a. Temperature (indoor Services): Musicians shall not be required to perform any indoor Service when the temperature is either below sixty-five (65) degrees Fahrenheit or when the temperature exceeds eighty (80) degrees Fahrenheit. For school concerts, the Association will inform the schools of the temperature requirements in this Master Agreement prior to an ensemble visit.
- b. Temperature (outdoor Services): Musicians shall not be required to perform any outdoor Services when the temperature is either below sixty-five (65) degrees Fahrenheit or when the temperature exceeds ninety-five (95) degrees Fahrenheit. In addition, Musicians shall not be required to sit in direct sunlight or rain. It is understood that filtered sunlight that does not present a danger to the instruments is acceptable.
- c. Thermometer: The Personnel Manager shall keep the official thermometer and monitor the foregoing temperature restrictions.
- d. For major performances, the physical setup for dress rehearsals shall be the same as that required for the performances. Theatrical lighting may be added for the performance only, as long as stand lights are provided.
- e. Run-Out Performances , Fee Engagements, School or Community performances: If conditions communicated by the Association to a Presenter are not met by the Presenter, the musicians engaged for the performance may choose not to play. The Association shall inform the Presenter of the pertinent provisions of this Master Agreement affecting such performances.
- f. Sound Protection: Musicians have the right and obligation to take immediate steps prior to or during rehearsals to protect hearing. The Association will make disposable earplugs and sound shields available to Musicians who wish to use them.
- g. If a Musician is performing (or being requested to perform) either :
  1. In a physical environment that either endangers his or her health or endangers the safety of his or her musical instrument, or
  2. Under physical conditions so adverse that they seriously diminish the Musician's ability to perform with his or her musical instrument, the Musician should report the circumstances immediately to an authorized agent of the Association. If the danger to health or safety is immediate and serious, the Musician has the right and responsibility to remove himself or herself from danger. In the absence of the Music Director or authorized representative of the Association, the involved Musician(s) shall resolve the situation in good faith. Following each occurrence like that described herein, the Orchestra Committee or Musician will submit a written report to the Executive Director.
- h. Musicians may be expected to perform background music for CSO-related functions (fundraisers, receptions, etc.), but shall not be expected to perform background music for non-CSO-related functions, which would compete with area freelance Musicians.

#### **ARTICLE 4 COMPOSITION OF ORCHESTRA /HIRING MUSICIANS ACCORDING TO COMPOSER'S INTENT**

The Association assures that it will, when engaging Musicians for major performances, do so in accordance with standard instrumentation as set forth by the composer, in order to ensure the maintenance of the artistic integrity of the Association. Traditional exceptions to score

requirements shall be allowed. Non-traditional exceptions may occur by mutual agreement of the Music Director and the Principal of the section involved. The staffing of Banda passages shall be discussed and resolved on a case-by-case basis between the Orchestra Committee and the Association.

## **ARTICLE 5**      **INDIVIDUAL CONTRACTS**

### ARTICLE 5.1 GENERAL PROVISIONS

- a) Individual contracts titled A-Contract, B-Contract, C-Contract, or Substitutes and Extras shall be used to employ Musicians. No provision of an individual contract shall be in conflict with this Master Agreement. At the time of his or her employment, each Musician shall, upon request, be supplied a copy of this Master Agreement by the Association. The contract forms to be used between the Association and AFM members shall be approved by Local 80 and the Association. Approved forms are attached to this Master Agreement.
- b) While this Master Agreement is in effect, there shall be no fewer than ten (10) A Contract positions. The Association shall offer – and make a good faith effort to consummate – a minimum of twenty (20) B-Contract positions, subject to artistic considerations and the available talent pool. The Association shall offer – and make a good faith effort to consummate – a minimum of thirty (30) C-Contract positions, subject to artistic considerations and the available talent pool.

### ARTICLE 5.2 CONTRACT ISSUANCE AND RENEWAL

- a. Contract issuance procedures will also conform with all sections of Articles 2.2 Holidays, 2.3 Scheduling Procedures and 2.4 Force Majeure.
- b. A-Contract, B-Contract, and C-Contract Musicians: The Association shall offer an individual contract each year for the following season to each Musician unless dismissal or demotion has become final prior to the date of the offer. Such offers shall be made on or before April 1 if a Master Agreement is in effect for said season; otherwise, contract offers shall be made within seven (7) days after the Master Agreement has been executed. Musicians must return or otherwise respond to individual contracts within two (2) weeks of issuance or demonstrate good faith efforts to do so, unless extenuating circumstances prohibit.

### ARTICLE 5.3 PROBATIONARY PERIOD FOR NEW HIRES

- a. Each contract Musician shall serve a probationary period of one calendar year from the date the Musician begins employment before being eligible for Tenure. In the case of a Musician holding a one-year position who is then converted to a contract that is permanent, and carries Tenure, time spent in that temporary position shall be applied to the probationary requirements of the permanent position.
- b. On or before February 1 of the then current Concert Season, the Association, in writing, shall advise each Musician who will be newly eligible for Tenure at the end of that contract Season, whether the Association intends to grant Tenure to that Musician at the end of that Concert Season. All eligible Musicians so offered Tenure shall be awarded Tenure at the end of the then current Concert Season.
- c. The Music Director may, in his/her sole discretion, extend the probationary period for one (1) additional Concert Season, upon written notice to the Musician and to the Chair of the Orchestra Committee.
- d. In the event of an in-Concert Season new hire or newly agreed upon position, the Association and the Orchestra Committee shall agree upon a date by which the advisement of a Tenure decision shall be made (such decision to be effective at the end of that Concert Season), but in no event shall such advisement be made more than one (1) calendar year after such hire or newly agreed upon position, unless the probationary period is extended as provided above.
- e. A Musician whose probation has been extended or who has been denied Tenure shall have no recourse to the procedures set out in Article 14 herein, except in the event of a claim of discrimination, wherein the procedures set forth in Article 14 shall apply.

- f. The probationary period for a Tenured Musician who is selected to fill another Vacancy through the audition process shall be for one (1) calendar year. During such calendar year, the previous position held by the Tenured Musician shall remain vacant, to be filled only by Substitute Musicians. If Tenure is denied to the Musician for the new position, the Musician may, at his/her discretion, resume his/her previous position, retaining Tenure status in that position. If Tenure is granted to the Musician in the new position, auditions for his/her previous position may proceed, in accordance with audition procedures set forth in Article 13.

## **ARTICLE 6      COMPENSATION AND BENEFITS**

### ARTICLE 6.1 A-CONTRACT MUSICIANS

- a. Minimum compensation for each Musician shall be based on the seasonal rate stated in Appendix 2.
- b. The Association agrees to contribute sums specified in Appendix 2 as additional compensation which each A-Contract Musician is encouraged to use toward the purchase of individual health insurance..
- c. Each Musician may be scheduled each season for the maximum number of Services listed in sections 2.1 and Appendix 2. Each Musician shall be compensated at his/her individual pro-rated per-service rate for Services worked beyond the contracted minimum Services stated in these sections. Musicians are not required to perform more than the contracted minimum Services stated in these sections during the season unless they agree to be contracted for such extra Services.
- d. Musicians shall have the right of first refusal for Services outside the season and, unless unavailable due to a bona fide prior engagement, shall make every reasonable effort to be available for such Services.
- e. Musicians shall be scheduled for no more than eight (8) Services per week and for no more than two (2) Services per day. Exceptions shall include Service exchange situations where Musicians attend an event or otherwise contact the public, but do not play their instruments, in which case total Service count may exceed eight (8) by an amount mutually agreed by the Association and the affected Musician(s).
- f. Musicians may perform two (2) ensemble lecture/demonstrations within one (1) Service when there is a change of performance location (building) and three (3) ensemble lecture/demonstrations within one (1) Service when there is no change of performance location (building) provided that travel, set-up, and performance time does not exceed Service length.
- g. Scheduling Services on Monday.
  - 1. No Service shall be scheduled on Monday prior to 7:00 p.m.
  - 2. The Association may, however, schedule individual Musicians for CSOYO section coaching or ensemble coaching Services as early as 6:00 p.m. on as many as four (4) Mondays during the season.
- h. There is no restriction on the number of Saturday night performances during the season.
- i. A Contract Musicians may be asked by management to participate in training sessions to help them prepare appropriate programs for educational and community settings. If such training is required, each 2.5 hour training session shall constitute a service. A Contract Musicians will also be allowed to use services for appropriate rehearsal time. Artistic control of ensemble programs shall remain with A Contract Musicians.
- j. A Contract Musicians shall prepare a list of programs with repertoire which they plan to offer in community or educational settings on an annual basis for the upcoming season before the end of the current season, with the understanding that all programs are subject to change.

### ARTICLE 6.2 B-CONTRACT MUSICIANS

- a. Minimum compensation for each Musician shall be based as stated in Appendix 2.

- b. Each Musician may be scheduled for up to ninety (90) Services per season. Each Musician shall be compensated at his/her individual pro-rated per-service rate for Services worked beyond the initial ninety (90) Services. Musicians are not required to perform more than ninety (90) Services during the season unless they agree to be contracted for such extra Services.
- c. Musicians shall have the right of first refusal for Services outside the season and, unless unavailable due to a bona fide prior engagement, shall make every reasonable effort to be available for such Services.

#### ARTICLE 6.3 C-CONTRACT MUSICIANS

- a.. Minimum compensation for each Musician shall be based as stated in Appendix 2.
- b. Each Musician may be scheduled for up to thirty ( 30) Services per season. Each Musician shall be compensated at his/her individual pro-rated per-service rate for Services worked beyond the initial thirty (30) Services. Musicians are not required to perform more than thirty (30) Services during the season unless they agree to be contracted for such extra Services.
- c. Musicians shall have the right of first refusal for Services outside the season and, unless unavailable due to a bona fide prior engagement, shall make every reasonable effort to be available for such Services.

#### ARTICLE 6.4 SUBSTITUTE AND EXTRA MUSICIANS

Minimum compensation for each Musician shall be based as stated in Appendix 2.

#### ARTICLE 6.5 PRINCIPAL MUSICIANS

When only one (1) Musician is required in any of the sections listed in Appendix 1, said Musician shall be considered a Principal. In the event that a Principal is excused from or is unable to perform a Service, the Music Director or his/her designee may assign a section player to perform as Acting Principal. Minimum compensation for Principals and Acting Principals shall be at a rate of twenty-five percent (25%) above the applicable minimum scale for non-principal Musicians.

#### ARTICLE 6.6 OVERTIME

Compensation for each segment of overtime shall be fifteen percent (15%) of the applicable Service compensation for rehearsals and twenty percent (20%) of the applicable Service compensation for performances.

#### ARTICLE 6.7 DOUBLING

- a. The following conditions shall constitute a double:
  - 1. When a Musician performs on an instrument other than those specified in his or her individual contract,
  - 2. When a Musician performs in concert a part other than that which he/she has rehearsed,
  - 3. When, in a major performance, a Musician performs a part on an instrument other than that for which it is written with the exception of trumpet, horn and clarinet parts which are routinely transposed,
  - 4. When a Musician is required to sing or vocalize a part, and to do so at an artistically acceptable level requires home practice. In such a case, the Association will make a one-time payment of ten (\$10) dollars per set of Services to each Musician who performs this part.
- b. The playing of more than one (1) percussion instrument, except for trap set, or the playing of more than one (1) keyboard instrument shall not constitute a double.
- c. Compensation for a double shall be twenty percent (20%) of the Musician's regular per-service compensation for each service in which the double is performed. For each additional double, the Musician shall receive an additional fifteen percent (15%).

## ARTICLE 6.8 PAY CYCLES, PAY DAYS AND DIRECT DEPOSIT OF PAY

- a. Each season shall be constructed as a series of bi-weekly pay periods beginning on Monday. Pay day shall be the Friday immediately following the end of each pay period. Payment for a rehearsal which falls at the end of a pay period and is the first in a series of rehearsals leading to a major performance may be held until the following pay period. There shall be a late payment penalty of fifteen (15%) of the amount paid late plus five percent (5%) for every additional three (3) day period, or portion thereof, that a payment remains late; provided however, no late payment penalty shall be payable unless: (i) the tardiness was as a result of the Association's act or omission (and not that of a third party, other than the payroll company employed by the Association); and (ii) the affected Musician notifies the Association in writing that payment has not been received by the Musician.
- b. Each Contract Musician will be paid by direct deposit to his or her account at the financial institution of his or her choice. Contract Musicians will be notified by email when pay has been deposited, along with instructions for viewing printable pay stubs online. Musicians shall receive paper statements upon request.

## ARTICLE 6.9 TRAVEL COMPENSATION

- a. Travel compensation represents the Association's commitment to pay Musicians either to travel to and from Services referenced below or to provide bus transportation to and from Services referenced below.
- b. Mileage amounts shall be as determined and/or published by Map quest, or other similarly qualified mileage resource program. Travel compensation rates, budgets, and Association limits for Services within the thirty four (34)-week season (and exceptions to the duration outlined in Appendix 2) is stated in Appendix 2.
- c. A-Contract and other small ensembles. For A-Contract ensemble and other small ensemble rehearsals and performances for which Musicians must drive their own vehicles and for which the rehearsal or performance location is more than thirty-five (35) miles from the Association Office, Musicians shall receive payment upon request for reimbursement, in addition to regular compensation, at the applicable per-mile rate.
- d. Travel payment for any A-Contract or small ensemble service scheduled at a location more than one hundred twenty-five (125) miles from the Association Office shall be subject to negotiations between the Association and Local 80.
- e. For a Run-Out Performance, large-ensemble rehearsals and performances more than thirty-five (35) miles from the Association Office, the Association will offer comfortable, professional transportation scheduled so as not to be wasteful of Musicians' time. Musicians who refuse this mode of travel will not be eligible for travel payment and agree to travel in a fashion that permits full compliance with attendance policies stated in Article 11.2.a.
- f. Musicians who hold a B- or C-Contract, and all substitute and extra Musicians and who reside outside a twenty (20) mile radius of the Association Office, shall receive each day for which they are contracted for a service, in addition to regular compensation, payment at the applicable Per Mile Rate for the round-trip distance traveled (residence – twenty- (20) mile radius from Tivoli Theater – residence), to a maximum round-trip distance of two hundred sixty (260) miles.

## ARTICLE 6.10 MEAL ALLOWANCE

- a. The CSO shall provide a hot meal for all Musicians on the days of Masterworks double services between the services.
- b. When travel to an out-of-town engagement necessitates the Musicians being in transit during a normal mealtime, the Association will pay to each participating Musician (unless arrangements are made for wholesome and adequate meals to be provided without charge) the appropriate meal allowance detailed in Appendix 2.
- c. When travel to a city that is listed as "High Rate Geographic Areas" in the General Service Administration Regulations is required, each Musician shall receive an additional fifteen percent (15%).

## ARTICLE 6.11 BROADCASTS

For additional compensation for broadcasts of performances, see Article 10.1

#### ARTICLE 6.12 AUDITION COMMITTEE COMPENSATION

Each member of the Audition Committee shall be compensated at rates detailed in Appendix 2. Auditions shall not exceed eight (8) hours in length in a twenty-four (24) hour period.

#### ARTICLE 6.13 DAYTIME PREMIUM

No more than eight (8) weekday daytime Services will be scheduled for non-A Contract Musicians in any season.

#### ARTICLE 6.14 NEW YEARS EVE PREMIUM

Any premium paid beyond minimum compensation for Services on New Years Eve shall be negotiated annually.

#### ARTICLE 6.15 RETIREMENT CONTRIBUTION

- a. On behalf of all Musicians under this Master Agreement, the Association shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) additional amounts specified in Appendix 2. Each payment shall be accompanied by the appropriate personnel and/or AFM Remittance Report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of Services for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent simultaneously to Local 80. All payments shall be paid no later than the last day of the month following the month in which the wages on which the pension liability is based were paid. As a contributing employer to the AFM-EPF, the Association agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the AFM-EPF. Wages shall include all wages contained on the Musicians' W-2 forms. However, wages shall not include travel payments.
- b. Musicians may also elect to make their own pre-tax contributions to a 403-b retirement plan administered by TIAA-CREF with all fees paid by the Association, but shall not be required to do so in any amount, unless so mandated by TIAA-CREF. All contributions are subject to the rules established by TIAA-CREF, which it is understood may alter administration of this benefit. Such changes in policy will be discussed openly and promptly with the Orchestra Committee.

#### ARTICLE 6.16 FLEXIBLE SPENDING ACCOUNT

The Association shall maintain a Section 125 Flexible Spending Account, to allow Musicians to set aside pre-tax dollars for out-of-pocket medical expenses. The Association and Local 80 have agreed that, in an effort to minimize the administrative burden of this plan on the Association staff, the Association will assist players in making payroll deductions and the plan administrator shall be responsible for all reimbursements to players and/or health care providers. Should the Association add other elective coverages to its benefit package, these shall be administered in similar fashion.

### **ARTICLE 7 ORCHESTRA COMMITTEE AND ARTISTIC COMMITTEE**

- a. Composition and Duties of Orchestra Committee
  1. There shall be an Orchestra Committee of Musicians under contract with the Association who are Union members, who shall function as liaison between the Orchestra and the Local 80 Executive Board, and between the Association and the Orchestra.
  2. The Orchestra Committee shall have the right to discuss with the Association all matters pertaining to this Master Agreement. The Association shall have the right to discuss with the Orchestra Committee all matters pertaining to this Master Agreement
  3. The Orchestra Committee shall also meet on a regular basis with the Music Director and his/her staff to discuss freely and consider appropriate matters of artistic and musical implication. However, matters detrimental to the professional standing of individual members of the Orchestra or harmful to the relationship with their colleagues shall not be discussed.

4. The Association shall be notified as to the identity of the members and chairpersons of the Orchestra Committee, in writing by 1 March of the preceding season. Should any changes in the composition of the Orchestra Committee occur during the term of this Master Agreement, the Association shall be notified in writing as soon as possible of any changes.

## **ARTICLE 8 REPRESENTATIVE TO THE BOARD AND EXECUTIVE COMMITTEE OF BOARD**

### ARTICLE 8.1 BOARD REPRESENTATION

Three (3) members of the Orchestra Committee, one (1) of whom shall be the Chairperson, shall provide representation of the Musicians to the Association's Board of Directors. Said same members of the Orchestra Committee shall also meet at least once annually with the Executive Committee, and additionally as agreed upon between the Orchestra Committee and the Executive Committee. The Chairperson of the Orchestra Committee shall serve as the representative to the Executive Committee of the Associations' Board of Directors.

### ARTICLE 8.2 PARTICIPATION ON ASSOCIATION BOARD COMMITTEES

The Orchestra Committee may recommend individual Musicians to participate in the Association's Board Committees, including those that oversee artistic planning, strategic planning, investment policy, marketing, finances, and fund-raising, subject to consent by the Executive Director and the President of the Association. Such participation and attendance at meetings is without additional compensation and shall not be in exchange for contracted Services. The Association may invite individual Musicians to participate on other committees with approval of the Orchestra Committee.

## **ARTICLE 9 ORCHESTRA LIBRARY POLICIES AND ORCHESTRA LIBRARIAN**

### ARTICLE 9.1 LIBRARY POLICIES

- a. The list of repertoire and notice of instrumentation shall be provided as described in Section 2.3 m of this Master Agreement.
- b. Bowings: The Librarian will distribute music for major performances to Principal strings for bowing at least five (5) weeks prior to first rehearsal or as early as possible in the case of rental music. Principals will return one (1) set of bowed parts to the Librarian at least four (4) weeks prior to first rehearsal. If a Principal does not meet this deadline, then it shall be the duty of the Principal player to bow his/her own section's music. For music that is purchased or owned by the Association, every effort will be made to distribute music to Principals for bowing as soon as repertoire is selected for each program. For music that is rented, music will be distributed to Principals upon receipt of music, and Librarian will advise Principals by what date parts shall be returned in order for bowings to be put into all parts. If a Principal does not meet this deadline, then it shall be the duty of the Principal player to bow his/her section's parts.
- c. Availability of parts: Individual parts should be legible, marked and available to the Musicians at least two (2) weeks in advance of the first Service in which they are to be performed.
- d. Return of music: Musicians shall be financially responsible for all copies of music put in their possession by the Librarian of the Association until such time that they are returned. After the final performance of any musical work, each Musician shall leave the corresponding music in the music folder and on the music stand. In the event the Association incurs additional expense because of a Musician's failure to return music promptly, the amount of that expense may be deducted from his or her pay, and the Association may also levy a fine, after the first week that music is not returned, in the amount of twenty (20) dollars per infraction, which amount may be deducted from the Musician's next paycheck.

### ARTICLE 9.2 ORCHESTRA LIBRARIAN

The Association, with the consent of Local 80, shall select one (1) or more Musicians or other qualified person to serve as Orchestra librarians.

- a. The Orchestra Librarian shall be responsible for fulfilling the duties outlined in the Orchestra Librarian Job Description (Appendix 3).

- b. The Association shall allocate compensation for a single Orchestra Librarian in an amount not less \$15,000.00.
- c. The Librarian may only be disciplined or dismissed for just cause and shall have recourse through the Grievance and Arbitration procedure provided in Article 16.

## **ARTICLE 10 RECORDINGS AND BROADCASTS OF SERVICES**

### ARTICLE 10.1 BROADCASTS

Except as otherwise explicitly provided in this Master Agreement, no Service or any part thereof shall be recorded, reproduced or transmitted from the place of the Service in any manner or by any means whatsoever, by the Association, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office.

- a. The Association may create, or cause to be created, audio recordings of pre-designated rehearsals and/or performances of the Orchestra covered under this Master Agreement for the express purpose of local radio broadcast. For the purposes of this Master Agreement, "local" shall be defined as broadcasts emanating from within the jurisdictional boundaries of Local 80, A.F. of M.
- b. Local public radio broadcasts of subscription concerts (including Pops and Opera performances) and other non-Fee Engagement concerts may occur at no additional compensation to Musicians. In the case of chamber orchestra and chamber music concerts, the Musicians performing on those concerts reserve the right to approve the tape prior to its scheduling for broadcast.
- c. The Association acknowledges and accepts responsibility for the creation, use and storage of broadcast tapes. The Association shall insure that, after broadcast, such tapes shall be returned to and remain in the custody of the Association. The Association shall not duplicate, nor permit duplication of such tapes, except for the sole purpose of retaining a copy of such broadcast tape for the Association's own use.
- d. Broadcast tapes shall not ever be used as evidence in any disciplinary demotion, reseating, or dismissal proceeding. Broadcast tapes shall not ever be used in contract negotiations.
- e. The Association may authorize radio and television promotional recording of the Orchestra without additional payment to the Musicians for activities which specifically promote the Association, local news or news magazine segments with a maximum of two (2) minutes broadcast time provided that such broadcast specifically and exclusively promotes the activities of the Association. During news or publicity recording of performances, the use of flash photography and television lights will not be permitted. No one will be permitted to audio or video record in excess of fifteen (15) minutes per Service.
- f. For all other local broadcasts emanating from within the jurisdictional boundaries of Local 80, the Association shall compensate Musicians according to rates negotiated by Local 80 and the Association. Exceptions shall be by mutual agreement of the parties.
- g. All other broadcasts shall be done in accordance with the terms of the applicable American Federation of Musicians Agreement.
- h. Upon request of the Association, and for no more than one service per season, musicians engaged for that concert series shall attend rehearsal in concert attire for the purpose of taking CSOA publicity photos.

### ARTICLE 10.2 ARCHIVAL STUDY TAPE:

The Association may designate a qualified person to make audio archival study tape recordings of previously designated Orchestra rehearsals or performances.

- a. In the event that archival study tapes are made, said tapes shall remain at all times in the joint custody of the Association and Local 80.



- b. The Association shall not duplicate, nor permit duplication of any archival study tape, nor shall it allow any use of archival study tape for purposes other than review by the Music Director and Musicians.
- c. Archival study tapes shall be available at all times during normal business hours, with previously scheduled appointment, in the Association's office for the Music Director and Musicians, and other authorized personnel as mutually agreed upon by the Association and the Orchestra Committee to review and study.
- d. Archival study tapes shall never be used as evidence in any disciplinary demotion, reseating, dismissal proceeding, or contract negotiations.

#### ARTICLE 10.3 GRANT TAPES

The Association may make grant application tapes for the exclusive purpose of fundraising without additional compensation to the Musicians. Such tapes shall be created from previously existing archival tapes made during that Concert Season or the previous Concert Season. Recorded segments shall be restricted to the length of pieces and number of pieces as requested by the granting agency. Such tape may not contain a complete work, composition or movement, unless such complete work, composition, or movement is less than five (5) minutes in length. Upon request, Local 80 shall be provided a copy of the tape. Local 80 reserves the right to request verification of the specific requirements of any grant entity and the Association shall comply with this request. Grant tapes shall not ever be used as evidence in any disciplinary, demotion, reseating, dismissal proceeding, or contract negotiations.

#### ARTICLE 10.4 MISUSE OF TAPES

Should any product created and/or utilized under the terms of this Master Agreement ever be utilized for any purpose not explicitly set forth herein, the Association shall obligate itself to enter into and fulfill all conditions required by the appropriate American Federation of Musicians Agreement, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

### **ARTICLE 11     RIGHTS AND OBLIGATIONS**

#### ARTICLE 11.1 RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- a. The Association may provide Services as part of a collaboration with other arts organizations. Such Services shall comply with the provisions of this Master Agreement.
- b. It is specifically understood that, except as expressly limited in this Master Agreement, the Association reserves and retains, fully and exclusively, all rights to manage the Orchestra, including full artistic control of performances and rehearsals and the right to maintain efficiency and discipline.
- c. The Association shall designate smoking and non-smoking areas for rehearsals and performances, unless facility policies prohibit smoking. Smoking shall not be permitted in rehearsal and performance rooms (including backstage) at any time.
- d. The Association shall refrain from any form of discrimination in its hiring practices or against any Musician covered by this Master Agreement because of race, color, religion, age, sex, sexual preference, national origin, marital status, or Orchestra Committee or union activities.
- e. The Association shall, within five (5) working days following the end of each pay period, provide Local 80 a copy of each payroll report and shall deduct and transmit to Local 80 the appropriate amount of work dues each player owes, provided such deduction has been authorized.
- f. The Association shall, in consultation with the Orchestra Committee, identify a company and plan which provides instrument insurance and shall make such insurance available to any Musician under contract at cost, subject to terms and conditions of underwriting. The cost of such insurance shall be borne by the Musician.

## ARTICLE 11.2 RIGHTS AND OBLIGATIONS OF MUSICIANS

- a. Each Musician shall be required to attend all Services for which he/she has contracted, unless officially excused. Each Musician should be in his or her assigned seat at least five (5) minutes prior to any rehearsal. He/she should be in the location of performance at least fifteen (15) minutes prior to the starting time.
- b. The dress code, as defined below, shall be prescribed by the Association and specified on the call sheet.

### **Formal**

Men	Tails, long-sleeved white shirt, white vest, white bow tie, black socks, and black shoes.
Women	Full-length black dress, or full-length skirt or dress pants with black blouse, elbow-length or longer sleeves, modest neckline, black shoes.

### **Pops**

Men	Tuxedo (or black suits), long-sleeved white shirt, black bow tie, black socks, and black shoes.
Women	Full-length black skirt or full dress pants, white blouse with elbow-length or longer sleeves, modest neckline, black shoes.

### **Casual 1**

Men	Black, navy, or charcoal gray suits, long sleeved white shirt, dark four-in-hand tie, black socks, and black shoes.
Women	Knee-length black skirt (flared, gored, or pleated, so that knees are covered when seated) or black slacks, black blouse with elbow-length or longer sleeves, modest neckline, black shoes.

### **Casual 2**

Men	Black slacks, short-sleeved white shirt, no tie, black socks, and black shoes.
Women	Knee-length black skirt (flared, gored, or pleated, so that knees are covered when seated) or black slacks, white blouse with elbow-length or longer sleeves, modest neckline, black shoes.

### **Pit**

Men	Black long-sleeved shirt, black pants, black socks, and black shoes.
Women	Same as Formal

## ARTICLE 11.3 GENERAL CONSIDERATIONS

- a. In addition to the Musician's instrument, music and equipment, only personal articles relating to the occasion should be brought on stage for performance.
- b. Change of address: Each Musician shall keep the Personnel Manager advised at all times of his or her current address and telephone number.
- c. Sick leave: Each Musician employed under A-Contract shall be entitled to eight (8) service units of sick leave with pay during each season. Said Musician may accumulate up to a maximum of thirty (30) units of sick leave from year to year. Each Musician employed under B-Contract shall be entitled to four (4) service units of sick leave with pay each season. Said Musician may accumulate up to a maximum of eight (8) units of sick leave from year to year. Each C-Contract Musician shall be entitled to two (2) service units of sick leave with pay each season. Said Musician may accumulate up to a maximum of four (4) units of sick leave from year to year. In case of illness, the Musician shall notify the Personnel Manager as soon as possible. A physician's affidavit may be required as proof of illness or injury. Taking sick leave under false pretenses will be cause for dismissal at the discretion of the Music Director or Association.

- d. Death of family member: A Musician who experiences the death of a member of his or her immediate family shall be allowed to miss with pay, any orchestra Services scheduled for the day of such death, the day of the funeral, and the day following the funeral. In the event the funeral is held out of town the orchestra Services on one (1) additional day following the above shall be allowed to be missed if needed for travel time.
- g. Parental leave: Any Musician employed under A or B-Contract who becomes pregnant may take up to six (6) weeks maternity leave at fifty percent (50%) of regular pay upon thirty (30) days written notice to the Association immediately following the birth. Any Musician employed under A or B-Contract who becomes a biological father may take up to one (1) week at full pay. Any Musician (male or female) employed under A or B-Contract who adopts a newborn infant may take up to six (6) weeks leave at fifty percent (50%) of regular pay upon thirty (30) days written notice to the Association immediately following the adoption. The affected Musician will be guaranteed to retain his/her position in the Orchestra upon his/her return from leave. Leave under this section will run concurrently with any leave to which a musician is entitled under the SMLA or Tennessee Code Ann. § 4-21-408.
- h. Personal leave:
  - 1. A-Contract Musicians may miss up to nine (9) Services or six (6) days, whichever is less, for personal reasons. Such leave will be either paid or unpaid, with a maximum of not more than 6 (six) Services or 4 (four) days as paid leave. Musicians missing Services in order to accept other paying engagements must take unpaid leave. Notification for personal leave shall be made in writing no fewer than twenty-one (21) days in advance, except in case of an emergency. Personal leave in a given Season shall not exceed four (4) dress rehearsals and/or performances. Players that miss more than one (1) Service in a sequence leading to a performance may be required to use additional leave and to miss all Services in the sequence. Players may request additional leave and reasonable requests will not be unreasonably denied. Requests will be deemed unreasonable if they occur within three (3) weeks of the Service. To be eligible for personal leave, A-Contract Musicians must supply annually to the Association and update as necessary, a list of at least two (2) substitute Musicians deemed acceptable by the rest of the Musician's standard performing small ensemble.
    - 2. B-Contract Musicians may miss up to six (6) Services or three (3) days, whichever is less, for personal reasons. Such leave will be either paid or unpaid, with a maximum of no more than four (4) Services or two (2) days as paid leave. Musicians missing Services in order to accept other paying engagements must take unpaid leave.. Notification for personal leave shall be made in writing no fewer than twenty-one (21) days in advance, except in case of an emergency. Personal leave in a given Season shall not exceed four (4) dress rehearsals and/or performances. Players that miss more than one (1) Service in a sequence leading to a performance may be required to use additional leave and to miss all Services in the sequence. Players may request additional leave and reasonable requests will not be unreasonably denied. Requests will be deemed unreasonable if they occur within three (3) weeks of the Service.
    - 3. C-Contract Musicians may request leave and reasonable requests will not be unreasonably denied. Requests will be deemed unreasonable if they occur within three (3) weeks of the Service.
  - i. Leave of absence: After serving two (2) full non-probationary seasons in the Orchestra, any Musician may apply for an unpaid leave of absence not to exceed twelve (12) consecutive months. The Musician shall apply in writing to the Association, and shall be notified of the decision no later than two (2) weeks after the application date. The leave, if granted, shall be with no loss of position or seniority accrued as of the date said leave commences. Notwithstanding, any contracted Musician shall be entitled to an unpaid leave of absence due to medical disability caused by illness, injury or upon certification of such disability by a health care practitioner or in the event of family hardship, as referenced in the Family and Medical Leave Act. Such leave may not exceed six (6) months. An extension of an additional six (6) months of unpaid leave for medical reasons shall not be unreasonably denied. The Musician must notify the Personnel Manager as soon as can reasonably be expected of the Services to be missed due to sickness or medical disability. If available, accumulated sick leave may be taken as sick leave as described in Section 11.3.c above. In all extended leave situations, Musicians must inform the Association in writing by March 1 of their intended employment status for the following season.
  - j. Individual Musicians and groups of Musicians in the employ of the Association shall be allowed to claim membership in the Orchestra of the Chattanooga Symphony and Opera Association, and to use this or other future official names in biographical notes and programs. Otherwise, no Musician shall use the name of the Chattanooga Symphony and Opera Association, or any other name which would imply to the public that he/she is performing under the auspices of the Association, unless by special

permission granted in writing by the Association. Musicians performing with other organizations, or under other auspices shall be responsible for informing other concert employers, organizers or sponsors not to use the name Chattanooga Symphony or Chattanooga Symphony & Opera in conjunction with any advertisements, public service announcements, press releases, posters, mailings, or other promotional materials for their concert or event unless the language is approved by the Association and the Orchestra Committee. Local 80 also agrees to exert best efforts to inform its contractors, and employers filing contracts with Local 80 of the foregoing. Notwithstanding, neither Local 80 nor any Musician shall be held responsible for unauthorized use of the name of the Association by an outside party, unless it is a result of the willful intent of either.

## **ARTICLE 12     ARTISTIC STANDARDS**

### **ARTICLE 12.1 ARTISTIC STANDARDS**

- a. The Music Director, or an Association designee, shall have full artistic control of all performances and rehearsals, and shall regulate in a professional manner all phases of the musical effort, as well as personal conduct, deportment, and order. The Musicians shall, to the best of their ability, comply with all such requirements.
- b. The official pitch of the Chattanooga Symphony and Opera shall be A=440.
- c. Key Artistic Personnel Hiring - The Association and the Orchestra understand and appreciate the great effect that the selection of Key Artistic Personnel (Music Director, other titled conductors, Artistic Director, resident artistic design positions) has on the musical quality and artistic excellence, and financial success and health of the Association. Both parties further agree that the Association will benefit from full and active participation by representatives of both constituencies, among others. When such search situations arise, the Executive Committee and Orchestra Committee will meet and mutually determine the search and participation parameters.

## **ARTICLE 13     SUBSTITUTE AND EXTRA MUSICIANS, VACANCIES AND AUDITIONS**

### **ARTICLE 13.1 SUBSTITUTE AND EXTRA MUSICIANS**

- a. The Personnel Manager shall maintain a current and ranked list of Substitutes and Extras for each Section. The list shall specify those persons who are qualified as Substitutes for all positions, including titled positions. A copy of the Substitutes and Extras list shall be provided to the Orchestra Committee and the Principals by August 31 of each Concert Season, and thereafter when any re-ranking occurs.
- b. Additions to the Substitutes and Extras list may be made as follows:
  1. By audition – Musicians may be added to the Substitutes and Extras list if they are determined to be qualified by an appropriate Audition Committee following an audition.
  2. By appointment – If the Principal of the Section involved, in good faith, believes that a person is qualified and where his or her abilities are widely known to the Musicians, the Principal of the Section may, place the person on the Substitutes and Extras list without an audition, subject to mutual agreement with the Music Director.
- c. All Substitutes and Extras shall be ranked by the Principal, subject to mutual agreement with the Music Director. The list may be re-ranked any time, and such re-ranking shall be subject to mutual agreement with the Music Director. In the case of any disagreement between the Principal and the Music Director, the Music Director shall have the final authority.
- d. In the event that the Substitutes and Extras list is exhausted, the Principal of the Section involved shall select who shall fill the Vacancy or absence, until such time as the established Substitutes and Extras list can be followed, subject to mutual agreement with the Music Director.
- e. The Personnel Manager shall then hire substitute and extra Musicians, as required, on the basis of the current ranked Substitute and Extras list. At no time may the Personnel Manager re-rank the order of submitted names, nor hire any Musician whose name does not occur on the appropriate list.

- f. To the extent possible, Musicians to be hired as Substitutes or Extras shall be given at least one (1) week's advance notice prior to the first rehearsal. Substitutes or Extras shall receive a letter of agreement from the Personnel Manager specifying the times, dates, and places of Services and the required dress. The Personnel Manager may initially contact the Substitute or Extra by telephone, giving the Musician all pertinent details of the engagement; however, the letter of agreement shall, when possible, be mailed or given to the Musician within forty-eight (48) hours of the initial phone contact.

#### ARTICLE 13.2 VACANCIES AND AUDITIONS

- a. A vacancy shall be filled by the Audition Committee and the Music Director which may vote to approve a Musician without an audition under the guidelines as per Section 13.4.e in this Master Agreement. Otherwise, all vacancies shall be filled by audition. Notwithstanding the foregoing, no audition can be held without prior approval for the cost thereof from the Executive Director or the Board.
- b. All A-Contract and B-Contract vacancies shall be advertised in the International Musician. All other vacancies shall be advertised in appropriate area publications.
- c. All advertisements for Orchestra vacancies shall be approved by Local 80 in advance of publication.
- d. Any current contracted member of the Orchestra requesting an audition shall automatically be placed in the finals of that audition. Screen shall be utilized in final auditions when current contracted member(s) of the Orchestra or Local 80 request an audition.

#### ARTICLE 13.3 AUDITION COMMITTEE

- a. In addition to the Music Director or another Association designee, audition committees shall be composed of seven (7) Musicians, as follows. The composition of these committees shall be approved by the Orchestra Committee and Local 80. Principal and Titled Positions
  1. Concertmaster: A-Contract string principals, one (1) Wind principal, and one (1) Brass principal
  2. Strings: Concertmaster, four (4) string principals and two (2) other members from the related section
  3. Woodwinds: Remaining three (3) woodwind principals, Principal French Horn, and three (3) members from woodwind section.
  4. French Horn: Four (4) Principal Winds, and three (3) Principal brass.
  5. Brass: Remaining principal brass players and four (4) members of the related section, when possible
  6. Tympani and Percussion: Remaining principal, Concertmaster, one (1) principal string and two principal wind, and two (2) principal players (at least one of whom must be a brass principal)
  7. Keyboard and Harp: Concertmaster, two (2) principal string, two principal wind, and two (2) principal brass players.
- b. Section Positions
  1. Strings: Concertmaster, Associate Concertmaster, remaining principal strings and one (1) other member from related section
  2. Woodwinds: Four (4) Principal winds, principal French Horn, and two (2) other members from the woodwind section.
  3. Brass (excludes Section Horn): Four (4) Principal brass and three (3) other members from brass section.

4. Percussion: Tympani and percussion principals, one (1) other percussion player (when possible), and other titled players.
5. Horn: Three (3) Principal brass, one section horn, one (1) Principal wind, one section wind and one other which may be either wind or brass.

#### ARTICLE 13.4 PROCEDURE FOR PRELIMINARY AUDITIONS

- a. Preliminary auditions shall be played behind a screen.
- b. It shall require a majority vote of the Audition Committee to pass an applicant to the final auditions.

#### ARTICLE 13.5 PROCEDURE FOR FINAL AUDITIONS

- a. Final auditions shall be played for the Audition Committee and the Music Director.
- b. As part of the audition, finalists may be requested to play with members of the same section of the Chattanooga Symphony and Opera Orchestra.
- c. For a principal position, the final candidates under consideration shall, whenever possible, play with the Orchestra in a few regular Services.
- d. For an A-Contract position, the final candidate/s under consideration may be requested to interview with the Audition Committee and the Music Director regarding his/her experience in an educational setting.
- e. The winner shall be decided by a vote of the Committee and the Association as follows
  1. Each Committee member shall have one (1) vote, for a total of seven (7) and the Music Director shall have two (2) votes in the final audition.
  2. Voting shall be by secret ballot.
  3. A candidate must receive at least five (5) votes and final approval by the Music Director to be offered the position.
  4. Voting will take place without discussion of candidates among committee members and Music Director, unless a majority of those participating approves discussion.

#### ARTICLE 13.6 COMMITTEE REGULATIONS

- a. No Musician who has been demoted, or who is subject to proceedings for dismissal, shall serve on the Audition Committee.
- b. No demoted, resigned, or dismissed Musician shall serve on the committee auditioning his or her replacement.
- c. Should a majority of the members of the Audition Committee feel that a member of said Committee has a conflict of interest in a particular audition, the member in question shall not take part in the audition proceedings and shall be replaced by an alternate.
- d. The Audition Committee shall not hear more than seven (7) hours of auditions in a single day, unless the Committee elects to extend the audition time.
- e. Each Audition Committee shall elect a chairperson each season whose function shall be to prepare and tabulate the secret ballots, and to perform such duties as may be normally and logically expected of the position.
- f. Any principal player not currently serving may serve as an alternate. The chairperson shall select a member to serve should an alternate be needed in compliance with Article 13.2.

- g. The Audition Committee shall be notified at least two (2) weeks in advance of each audition.
- h. When the Personnel Manager is a member of the Audition Committee, the Association shall designate the operator of the audition.
- i. Applications shall be screened jointly by the Music Director, the Personnel Manager, and the Audition Committee.

#### ARTICLE 13.7 OBLIGATIONS TO THE APPLICANT

- a. All applicants shall be notified of acceptance to audition and shall receive a repertoire list at least three (3) weeks prior to the audition date.
- b. When auditions have been completed, all candidates who are present shall be notified verbally of the outcome of the auditions. Written notification shall be given to all candidates not later than two (2) weeks after the completion of the audition.

#### ARTICLE 13.8 CONDITIONS OF AUDITION

- a. When a Musician not otherwise in service of the Audition Committee is required to perform in support of an audition, his or her Services shall be compensated under the provisions of this Master Agreement.
- b. All candidates shall perform the same orchestral material chosen from the published audition list, subject to deletion but not addition.
- c. There shall be no smoking in the audition room or warm-up area.
- d. Adequate warm-up facilities shall be provided for the candidates, including facilities which are inaudible from the audition room.
- e. Auditions shall not be scheduled on days on which major performances are scheduled, unless approved in advance by the Orchestra Committee.

### **ARTICLE 14 DISCIPLINARY ACTION, DISMISSAL, DEMOTION**

#### ARTICLE 14.1 GENERAL PROVISIONS

- a. The Association shall have the right to initiate disciplinary action, and/or dismissal or demotion proceedings for artistic reasons against any Musician.
- b. Each Musician shall have the right to appeal disciplinary action, and/or demotion and dismissal proceedings for artistic reasons regardless of the type of contract s/he holds, as specified herein.
- c. If a Musician is late to a service without a valid excuse, his or her pay shall be reduced in prorated fifteen (15) minute segments. Any deduction for the first fifteen (15) minutes shall be transmitted to the Orchestra Committee on the day the payroll is issued for the pay period in which the deduction is made. Any additional deduction shall be withheld by the Association. Late arrival shall be computed from the scheduled starting time of the service. If a Musician is absent from a service without an excuse deemed valid by the Association, he/she shall not be paid for that service.

#### ARTICLE 14.2 DEMOTION OR DISMISSAL FOR ARTISTIC REASONS

- a. A Tenured Musician may only be demoted or dismissed because of an ongoing and serious inability to maintain his/her performance at the artistic performance level of the Orchestra.
- b. No Music Director in his or her first or announced last Association Season of employment as Music Director shall have the right to demote or dismiss a Tenured Musician under this Article.
- c. Warning Letter

1. The Music Director and Musicians are encouraged to maintain open, honest dialogue regarding music performance issues. Performance problems and/or desires should be communicated on an informal basis whenever possible.
  2. The Association may send any Tenured Musician who is alleged to have failed to maintain his/her performance at the artistic level of the Orchestra a warning letter, but not before the Musician has played in a minimum of two (2) subscription series concerts during the Season under the direction of the Music Director.
  3. The letter shall state that its purpose is to give warning under this Article, and shall state the specific reason(s) for such warning. The letter shall also state the specific requirements which, if fulfilled, will result in withdrawal of the warning letter. All written notices, either those of artistic concern or artistic deficiencies, shall contain clear and specific reasons.
  4. The Association shall send copies of this letter to the Orchestra Committee Chairperson and Local 80.
  5. The Musician shall, upon request, receive a private conference with the Music Director to discuss the warning letter. The Musician may have a representative of Local 80 or the Orchestra Committee present at such conference as an observer. The Association may also have an observer present at the conference. This conference shall take place within twenty-one (21) days of receipt of the warning letter.
  6. If the Musician complies with the requirements of the warning letter to the satisfaction of the Music Director, the warning letter shall be withdrawn. The Association shall send a letter to the Musician confirming the withdrawal of the warning letter, with copies to the Orchestra Committee Chairperson and Local 80.
- d. DEMOTION OR DISMISSAL: If the Musician does not fulfill the requirements set forth in the warning letter, the Association may send the Musician a letter of demotion or dismissal, but not until the Musician has played a minimum of two (2) subscription series concerts following receipt of the warning letter under the direction of the Music Director.
1. The letter shall state that its purpose is to give notice of demotion or dismissal under this Article and state the specific reason(s) for demotion or dismissal.
  2. The Association shall send copies of this letter to the Orchestra Committee Chairperson and Local 80.
  3. The Musician's employment shall continue through the end of the contract year.

#### ARTICLE 14.3 COMPOSITION OF THE PEER REVIEW COMMITTEE

- a. The Orchestra Committee shall be responsible for conducting elections for a Peer Review Committee. Said election shall be concluded by (October 15) of each Association Season in the following manner:
  1. Members of the Orchestra shall nominate and vote by secret ballot on a form prepared by the Orchestra Committee, for nine (9) Peer Review Committee members and five (5) alternates. Ballots shall not be counted at this time, but shall be sealed and kept under seal by the Orchestra Committee until the time specified below.
  2. In the event any Musician appeals a notice of his or her demotion or dismissal under Article 14 of this Master Agreement, the Orchestra Committee shall promptly count the ballots and report the results of the balloting to the Association.
- b. The following Musicians shall not be eligible to serve on a Peer Review Committee:
  1. Musicians holding management/supervisory positions;
  2. Musicians not returning the following contract year by reason of resignation or dismissal;
  3. The appealing Musician, any member of the appealing Musician's immediate family, or any Musician who has a live-in arrangement with the affected Musician;



4. Musicians under notice of demotion or dismissal.
- c. The Orchestra Committee shall activate the Peer Review Committee for each and every appeal made by a Musician receiving either a notice of dismissal or a notice of demotion.
- d. Should at least a majority of the members of a Peer Review Committee feel that a member of said Committee has a conflict of interest in a particular cause, the member in question shall not take part in the proceedings and shall be replaced by an alternate.

#### ARTICLE 14.4 APPEALS PROCEDURE FOR DEMOTION OR DISMISSAL FOR ARTISTIC REASONS

- a. Any Tenured Musician receiving a letter of demotion or dismissal shall have the right to appeal such notice to the Peer Review Committee by sending a written notice of appeal to the Association, with copies to the Orchestra Committee Chairperson and Local 80, within twenty-one (21) days of receipt of such notice.
- b. Selection of the Peer Review Committee shall follow the procedures set forth in Article 14.3. Once the members of the Peer Review Committee are designated, they shall select a Chairperson and a Secretary.
- c. The Peer Review Committee shall conduct one (1) or more hearings, as necessary. The hearing(s) shall be held in a timely manner, usually within twenty-one (21) days of receipt of the written notice of appeal.
- d. At the hearing(s), unless it determines otherwise, the Peer Review Committee shall first hear from the Music Director regarding the reason(s) for demotion or dismissal. The Peer Review Committee shall then hear from the appealing Musician regarding the reason(s) he/she believes that the demotion or dismissal is not justified. The Peer Review Committee may also hear testimony from witnesses, consider exhibits, or accept sworn affidavits, as it deems appropriate. The Music Director, Musician and any witnesses shall each testify in private before the Peer Review Committee. At the sole initiation of the appellant Musician, he/she shall have the right to play an audition for the Review Committee prior to the review deliberations. For said audition, the Musician shall perform musical selections mutually agreed by the Musician, Music Director, and chair of the Peer Review Committee.
- e. The Peer Review Committee, after due consideration, shall vote by secret ballot on the question of whether the decision to demote or dismiss the Musician shall be upheld. Each member of the Peer Review Committee shall have one (1) vote. Each member must vote and may not abstain. The decision of the Music Director shall be upheld unless at least five (5) of the nine (9) Peer Review Committee members vote to reverse the decision to demote or dismiss the Musician.
- f. The Chairperson and the Secretary of the Peer Review Committee shall count the votes and report the result. Only the result, not the number of votes cast to uphold or reverse the decision to demote or dismiss, shall be revealed by the two (2) members counting the votes.
- g. No person, including but not limited to the Association, Local 80, the Orchestra Committee, or any Musician, shall harass, intimidate, or retaliate against any other person, including but not limited to any Peer Review Committee member, Musician, or witness, due to his or her participation in or use of the Peer Review procedure under this Master Agreement.
- h. No warning or notification under this Section shall be valid unless timely given in writing and either delivered in person to the Musician or mailed to the Musician by certified mail, return receipt requested, with copies to the Orchestra Committee Chairperson and Local 80.
- i. A Musician may terminate employment before the end of the Association Season by giving the Association at least thirty (30) days' notice of such intent, unless a shorter time period is agreed to between the Musician and the Association.
- j. Should the dismissal or demotion for any reason not become final, further dismissal or demotion proceedings for artistic reasons may not be brought against the Musician within the same season without the majority consent of the Peer Review Committee, and should the Association in the subsequent season or seasons wish to dismiss or demote the affected Musician, all processes heretofore described shall apply anew.

## ARTICLE 14.5 DISCIPLINE (INCLUDING DISMISSAL) AND APPEAL OF DISCIPLINE FOR JUST CAUSE

- a. Except as provided in Section 14.2 (Demotion or Dismissal for Artistic Reason), no Musician shall be disciplined or dismissed except for just cause. Said Musician shall be notified in writing before the dismissal shall take effect. Said letter shall include a statement of the specific instances precipitating the dismissal. Copies of said writing shall be sent simultaneously to the Orchestra Committee Chairperson and to the Secretary of Local 80. If Local 80 disputes the discipline or discharge it may invoke the grievance and arbitration procedure.
- b. If a Musician has received notification of dismissal, he/she may schedule a meeting with the Music Director and the Executive Director. The Musician has the right to have a representative of the Orchestra Committee and/or Local 80 present at this meeting. The Music Director may have a representative of the Association present at this meeting. The purpose of the meeting shall be to discuss the reasons for the dismissal or to reach agreement about the Association's actions.
- c. Any appeal of discipline for just cause takes the form of a grievance and is subject to the procedures outlined in Article 16, except that grievances of just cause discipline must be initiated within seven (7) working days of the Association's action.

## **ARTICLE 15** **GRIEVANCE DEFINITION AND PROCEDURE**

- a. Both parties to this Master Agreement recognize that many grievances involve misunderstandings and, therefore, the parties will endeavor at every step in the grievance procedure use their best efforts to resolve grievances on an informal basis and at the earliest stage possible.
- b. The time limits specified herein may be waived only by mutual consent of both parties.
- c. Musicians and Local 80, or the Association, may present grievances against the other as to the interpretation and/or application of any provision of this Master Agreement.

### ARTICLE 15.1 PROCEDURE

- a. A letter initiating the grievance procedure and stating the facts concerning the grievance shall be sent by certified mail by the aggrieved party(s) to the Orchestra Committee Chairperson, the Executive Director, and to Local 80 within six (6) months after the occurrence of the event out of which the grievance arose, or reasonable knowledge thereof. Once initiated, grievances will follow the steps outlined below.
- b. STEP 1 - The Orchestra Committee, the Executive Director, and Local 80 shall meet within seven (7) days of the mailing of the letter initiating the grievance to resolve said grievance. The parties shall notify the aggrieved party of their decision immediately. If no decision is reached, the grievance shall be submitted to STEP 2.
- c. STEP 2 - If the grievance is not resolved at Step 1 above, either party may elect to refer the grievance to Step 2 by giving written notice to the other party within seven (7) calendar days after the Step 1 meeting. Upon receipt of such notice, a Step 2 meeting shall be held within twenty-one (21) calendar days consisting of the following persons: a representative of Local 80, the Chairperson of the Orchestra Committee, the Executive Director, and the President of the Board of the Association (or any of their designees). The aggrieved party shall have the right to attend the Step 2 meeting. Any settlement reached at the Step 2 meeting shall be final and binding upon the parties to the dispute.
- d. STEP 3 (ARBITRATION) - If the grievance is not resolved at Step 2 above, either party may refer the grievance to arbitration by giving written notice to the other party within seven (7) calendar days after the Step 2 meeting. The following procedures shall be applicable to any such arbitration:
  1. Within twenty-one (21) days after the written notice of referral to arbitration, Local 80 and the Association shall attempt to select a mutually-acceptable arbitrator to hear the grievance.

2. If the parties fail to agree upon an arbitrator, the American Arbitration Association shall be requested to submit a list of arbitrators from which Local 80 and the Association shall select an arbitrator in accordance with the AAA's procedures.
  3. The arbitrator shall hear the dispute in accordance with the AAA's rules and regulations for the arbitration of labor disputes.
  4. The decision and award of the arbitrator shall be final, binding, and conclusive upon all parties to the dispute, and may be enforced in any court of competent jurisdiction.
  5. The expenses of the arbitration, including the fees and expenses of the arbitrator, shall be borne equally by Local 80 and the Association.
  6. The arbitrator shall not have the authority or power to add to, subtract from, change, or otherwise modify any provision of the Master Agreement.
- e. Interpretation of this Master Agreement shall not include the power or authority to grant any economic benefit of any kind to any party or person, other than actual salary losses incurred as a direct result of a breach of this Master Agreement.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

### **ARTICLE 16.1 NO STRIKE, NO LOCKOUT**

During the term of this Master Agreement there shall be no lockout by the Association and Local 80 shall not cause, authorize, or participate in a strike, work stoppage, slowdown, or picketing.

### **ARTICLE 16.2 UNION RECOGNITION**

The Association recognizes Tri-State Musicians' Union, Local 80, American Federation of Musicians as the sole and exclusive collective bargaining agent for all Musicians, with the exception of the Music Director, conductors, opera and choral rehearsal accompanists, and guest artists with respect to minimum wages, hours, and other terms and conditions of employment.

### **ARTICLE 16.3 BYLAWS OF AFM AND LOCAL 80**

As between the AFM and its members and Local 80 and its members, this Master Agreement is subject to all the existing and future provisions of the AFM constitution, bylaws, rules, and regulations and all amendments thereto and, as between the AFM, its members, Local 80 and its members, in the event of any inconsistency or conflict in this Master Agreement, the provisions of such constitution, bylaws, rules, and regulations shall control. As Musicians engaged under the stipulations of this Master Agreement are members of the AFM, nothing herein shall ever be construed as to interfere with any obligations which they owe the AFM as members thereof.

### **ARTICLE 16.4 QUESTIONS NOT COVERED BY THIS MASTER AGREEMENT**

In the event a question arises which is not covered by the provisions of this Master Agreement, the parties involved resolve to undertake earnest re-negotiation for a reasonable and mutually agreeable settlement.

### **ARTICLE 16.5 STATE AND FEDERAL LAW**

Notwithstanding any other provisions herein contained, and regardless of how specific any such provision or provisions may be, nothing in this Master Agreement is intended to violate, nor shall be construed as violating, any State or Federal statute, rule, or regulation, of any kind. Should any term or provision be illegal, such illegality shall not have the effect of making this Master Agreement illegal as a whole.

### **ARTICLE 16.6 DEDUCTION OF AFM AND OTHER DUES**

Pursuant to a Voluntary Dues Check-Off Authorization Form, the Association agrees to deduct from the wages of each Musician, work dues, in such amounts as are uniformly required by Local 80 and/or the AFM of its members, and dues for membership in other professional organizations such as the Regional Orchestra Players Association. The Voluntary Dues Check-Off Authorization shall be irrevocable for a period of one (1) year or until the termination or expiration of the this Master Agreement, whichever occurs sooner. This

authorization shall automatically renew itself and be irrevocable for successive annual periods unless the Musician gives written notice to Local 80 and the Association within fifteen (15) days of the expiration of the annual period or the termination or expiration date of this Master Agreement. The Association shall remit to the Local 80 all monies deducted along with an itemization, by name and amount of those Musicians for whom deductions have been made, no later than three (3) days following each pay period.

## APPENDICES

### Appendix 1: Composition of Orchestra

In addition to Concertmaster, Associate Concertmaster, and Assistant Concertmaster, the following sections shall require a Principal: Second Violin, Viola, Cello, Double Bass, Flute, Oboe, Clarinet, Bassoon, French Horn, Trumpet, Trombone, Tuba, Timpani, Percussion, Keyboard, and Harp.

### Appendix 2: Financial Parameters

### Appendix 3: Orchestra Librarian Job Description

### Appendix 4: Ensemble Service Types and Descriptions

### Appendix 5: Concertmaster Job Description

### Appendix 6: List of Musicians' names, applicable contract status, instrument and position.

Accepted by

Tri-State Musicians' Union, Local 80, American  
Federation of Musicians

\_\_\_\_\_  
Gordon James, President

Date \_\_\_\_\_, 2016

\_\_\_\_\_  
Taylor Brown, Orchestra Committee Chair

Date \_\_\_\_\_, 2016

Accepted by

The Chattanooga Symphony and Opera Association

\_\_\_\_\_  
Don McDowell, President

Date \_\_\_\_\_, 2016

\_\_\_\_\_  
Samantha Teter, Executive Director

Date \_\_\_\_\_, 2016

CSO/AFM – MASTER AGREEMENT SEASON 2013-2014

SUMMARY	A, B, C	A, B, C	TOT
	Prin	Sec	
# players	17	43	60
WW	5	7	12
BR	4	6	10
OTHER	3	1	4
STR	5	29	34

	A-Contracts				B-Contracts				C-Contracts				SUMMARY			
	Prin	Sec	TOT	Positions	Prin	Sec	TOT	Positions	Prin	Sec	TOT	Positions		Prin	Sec	TOT
<b>TOTAL</b>	<b>10</b>	<b>0</b>	<b>10</b>		<b>1</b>	<b>20</b>	<b>21</b>		<b>6</b>	<b>23</b>	<b>29</b>		<b>TOTAL</b>	<b>17</b>	<b>43</b>	<b>60</b>
FL	1	0	1	Prin	0	1	1	2nd/ Piccolo	1	0	1	Asst. Prin. Flute/pic	FL	2	1	3
OB	1	0	1	Prin	0	1	1	2nd/Eng Horn	0	1	1	3rd/Eng Horn	OB	1	2	3
CL	1	0	1	Prin	0	1	1	2nd	0	1	1	3rd/Bass	CL	1	2	3
BSN	1	0	1	Prin	0	1	1	2nd	0	1	1	3rd/ Contra	BSN	1	2	3
HN	1	0	1	Prin	0	1	1	2nd	0	2	2	3rd, 4th	HN	1	3	4
TPT	0	0	0		1	1	2	Prin, 2nd **	0	0	0		TPT	1	1	2
TBN	0	0	0		0	0	0		1	2	3	Prin, 2nd, 3rd/Bass	TBN	1	2	3
TBA	0	0	0		0	0	0		1	0	1	Prin	TBA	1	0	1
TMP	0	0	0		0	0	0		1	0	1	Prin	TMP	1	0	1
PERC	0	0	0		0	0	0		1	1	2	Prin	PERC	1	1	2
HP	0	0	0						1	0	1	Prin	HP	1	0	1
KYBD	0	0	0		0	0	0		0	0	0		KYBD	0	0	0
VN 1	1	0	1	Assoc. Concert- master	0	4	4	Concert- master, Assistant Concert- master	0	5	5		VN 1	1	9	10
VN 2	1	0	1	Prin	0	3	3		0	4	4		VN 2	1	7	8
VLA	1	0	1	Prin	0	3	3		0	2	2		VLA	1	5	6
VC	1	0	1	Prin	0	3	3		0	2	2		VC	1	5	6
CBS	1	0	1	Prin	0	1	1		0	2	2		CBS	1	3	4
<b>TOT</b>	<b>10</b>	<b>0</b>	<b>10</b>		<b>1</b>	<b>19</b>	<b>20</b>		<b>6</b>	<b>24</b>	<b>30</b>		<b>TOT</b>	<b>17</b>	<b>43</b>	<b>60</b>
<b>WW</b>	<b>4</b>	<b>0</b>	<b>4</b>		<b>0</b>	<b>4</b>	<b>4</b>		<b>0</b>	<b>4</b>	<b>4</b>		<b>WW</b>	<b>4</b>	<b>8</b>	<b>12</b>
<b>BR</b>	<b>1</b>	<b>0</b>	<b>1</b>		<b>1</b>	<b>2</b>	<b>3</b>		<b>2</b>	<b>4</b>	<b>6</b>		<b>BR</b>	<b>4</b>	<b>6</b>	<b>10</b>
<b>OTHER</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>		<b>3</b>	<b>1</b>	<b>4</b>		<b>OTHER</b>	<b>3</b>	<b>1</b>	<b>4</b>
<b>STR</b>	<b>5</b>	<b>0</b>	<b>5</b>		<b>0</b>	<b>13</b>	<b>13</b>		<b>0</b>	<b>16</b>	<b>16</b>		<b>STR</b>	<b>5</b>	<b>29</b>	<b>34</b>

FINANCIAL PARAMETERS

<b>A-Contract</b>	<b>FY2017</b>
Compensation - Rate per Service	<b>\$123.68</b>
Service Guarantee	192
Paid Vacation Services	6
Compensation ( 198 services x rate)	\$24,488.64
Annual Health Contribution	\$3,000.00
Ensemble Retainer	<b>\$2,800.00</b>
<b>Total Annual Compensation</b>	<b>\$30,288.64</b>
Schedulable Weeks	33 of 37
Vacation (Unpaid Services)	3
Retirement Contribution Percentage	4.36%
Annual Retirement Contribution	<b>\$1,067.70</b>

<b>B-Contract</b>	<b>FY 2017</b>	
	<b>Section</b>	<b>Principal</b>
Compensation - Rate per Service	<b>\$98.94</b>	<b>\$123.68</b>
Service Guarantee	90	90
<b>Total Annual Compensation</b>	<b>\$8,904.60</b>	<b>\$11,131.20</b>
Schedulable Weeks	30 of 34	30 of 34
Vacation (Unpaid)	4	4
Retirement Contribution Percentage	4.36%	4.36%
Amount Contributed	<b>\$388.24</b>	<b>\$485.32</b>
<b>C-Contract</b>	<b>FY 2017</b>	
	<b>Section</b>	<b>Principal</b>
Compensation – Rate per service	<b>\$98.94</b>	<b>\$123.68</b>
Service Guarantee	30	30
<b>Total Annual Compensation</b>	<b>\$2,968.20</b>	<b>\$3,710.40</b>
Schedulable Weeks	30 of 34	30 of 34
Vacation (Unpaid)	4	4
Retirement Contribution Percentage	<b>4.36%</b>	<b>4.36%</b>
Amount Contributed	<b>\$129.41</b>	<b>\$161.77</b>

Per Service	FY 2017	
	Section	Principal
Comp - Rate per Service	\$98.94	\$123.68
Retirement Contribution Percentage	4.36%	4.36%
Amount Contributed per service	\$4.31	\$5.39

**Mileage reimbursement, subject to the provisions of this Master Agreement: \$.20 per mile.**

**Audition committee compensation: \$35.00 for the first three (3) hours and \$10.00 per hour for every hour thereafter.**



**JOB TITLE:** Orchestra Librarian

**REPORTS TO** Music Director, Executive Director

**JOB SUMMARY:** The Orchestra Librarian is responsible for providing and organizing all of the music needed for performances, and for maintaining the orchestra's library of parts and scores.

### **JOB DUTIES AND RESPONSIBILITIES:**

#### **Music Procurement**

- Arrange for the purchase or rental of materials to meet program needs for the orchestra.
- Take delivery of and track incoming music, pack and ship outgoing music, and maintain shipping records.
- Check all incoming and outgoing performance materials for condition and completeness.
- Ensure prompt return of rented or borrowed materials and adherence to copyright laws.

#### **Music Preparation**

- Assist in all aspects of music preparation, including but not limited to editing, proofreading, distribution, and marking string parts.
- Work with conductors and soloists to prepare music according to their specific requirements.
- Review all music to determine if orchestra parts meet acceptable standards: legible parts, adequate rehearsal letters, numbers, and measure numbers. Take the necessary steps to correct problems that potentially could disrupt rehearsals.
- Ensure that there are enough parts; provide parts sufficiently in advance to the concertmaster and other designated string principals for bowing and pre-rehearsal practice.
- Ensure that bowings, rehearsal letters/numbers, and measure numbers are compatible between the conductor's score and the players' parts.
- Assemble and arrange music in orchestra folders.

#### **Concert/Rehearsal Duties**

- For assigned rehearsals and concerts, arrive one hour early to execute any changes in bowing, stage set-up, etc. Ensure that all musicians have music and, if not, provide alternative. Set conductor's scores and batons; collect and store all music at conclusion of service.
- Distribute and collect music at concerts and rehearsals; assist Music Director and musicians with needs related to printed music.
- Follow up at every rehearsal with the conductor and string principals for possible bowing changes, mistakes to be corrected in the parts, bad page turns, etc.

#### **Orchestra Library Maintenance**

- Maintain the orchestra's collection of scores and parts; repair and maintain music and folders.
- Catalogue and file music purchased for the orchestra library, maintain accurate inventory, and ensure adequate security.
- Track all items borrowed from the library, i.e., individual parts, scores, reference materials; ensure their timely return.

#### **Administrative**

- Provide program listings, instrumentation requirements, and other information to staff on request; proofread program book.
- Prepare timing sheets for concerts.
- Maintain accurate orchestra performance records.
- Prepare annual library budget.
- Review and process all payments for music and supplies.
- Report to all appropriate performance licensing organizations (ASCAP, BMI, SESAC) all music performed on all concert series; pay annual fees as required.
- During budgeting process, provide projected expense figures for planned repertoire.

#### **Other**

- Maintain a current file of publisher catalogues, research availability and cost of music to be ordered.
- Report music lost or damaged to the Executive Director.
- Prepare music for all auditions.
- Assist artistic staff in obtaining needed scores and preparing music to be performed.

## Ensemble Services

### 1) **Education Services – These services are considered ‘mission-based’.**

The CSO schedules these services with pre-school, elementary, middle, and high schools, both private and public. This may also include services with local colleges, or CSO-produced educational events. They vary in length, but are typically 30 minute performances of the ensemble’s created programs. They meet local, state, and federal standards for music education. Teachers reserve dates with CSO staff (Education and Community Engagement Manager), and they will be communicated with musicians at the appropriate time. CSO staff confirms location one month out with a letter and teacher guide.

Services are also used for CSOYO coachings, as stated in the Master Agreement, per the direction of CSOYO conductors. CSO ensemble services can also be used to establish residencies in local schools, working directly with students in group settings.

These services will be used according to the CSO/Musicians Local 80 Master Agreement and are not eligible for extra pay.

### 2) **Community Engagement Services – These services are considered ‘mission-based’.**

The CSO schedules these services with local organizations and businesses such as libraries, assisted living facilities, hospitals, other local arts organizations, government and public facilities and agencies, shopping malls, and more. These services are used for community engagement and reaching non-traditional and underserved audiences. They may also be used for CSO promotion, fundraisers, or events in which the CSO is listed as a presenting partner. They vary in length from typically 50 minutes to two hours. These services may include concert-style settings as well as audience drop-in/pass-by performances. Organizations reserve dates with CSO staff (Education and Community Engagement Manager), and they will be communicated with musicians at the appropriate time. CSO staff confirms location one month out with a letter.

These services will be used according to the CSO/Musicians Local 80 Master Agreement and are not eligible for extra pay (unless guaranteed services have been exhausted or are scheduled less than the required minimum timeframe.)

### 3) **Sponsor/Donor Services – These services are provided to top sponsors/donors as a benefit for their gift.**

The CSO provides ensemble service opportunities for large donors and sponsors at the \$10,000 level and above throughout the season. They vary in length from typically 50 minutes to two hours. These services will include concert-style settings in businesses and personal homes as well as audience drop-in/pass-by performances. Sponsors/donors reserve dates with CSO staff (Education and Community Engagement Manager), and they will be communicated with musicians at the appropriate time. CSO staff confirms location and set-up one month out with a letter.

These services will be used according to the CSO/Musicians Local 80 Master Agreement and are not eligible for extra pay (unless guaranteed services have been exhausted or are scheduled less than the required minimum timeframe.)

### 4) **Ensemble Rehearsal Services**

The CSO schedules rehearsals throughout the season allowing quintets to prepare for upcoming quintet performances. The ensembles may change the date/time of this rehearsal as long as it is communicated to CSO staff in a timely manner. If the CSO-scheduled location is not available on the rescheduled date/time, the ensemble must find a backup location. The CSO can also schedule planning meetings to create and review upcoming programs, as well as professional development. The ensembles can also use their services to rehearse for their *Gems from the CSO Principals* Chamber performance.

These services will be used according to the CSO/Musicians Local 80 Master Agreement and are not eligible for extra pay (unless guaranteed services have been exhausted or are scheduled less than the required minimum timeframe.)

### 5) **Fee-based Private Services – These services are requested by outside companies and organizations for private events.**

The CSO is often approached by local non-profit or for-profit organizations and businesses to provide entertainment or background music at private events. The CSO may be the hiring agent for these services if the event can utilize a CSO-created program and utilize a standard ensemble.

These services will be paid extra at the standard musician rates.

For requested private event services that require specially programmed music or atypical ensemble setup, these services will be referred to the Musicians Union for hiring.