

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**SACRAMENTO CHORAL SOCIETY &
ORCHESTRA**

AND

AFM LOCAL 12

~~2023-25~~ 2025-27

Ratified July 19, 2023

COLLECTIVE BARGAINING AGREEMENT	1
SIGNATORY PARTICIPANTS	1
TERM	1
RECOGNITION	1
UNION SECURITY	1
OBLIGATION TO UNION	1
LOCAL 12 CURRENT WAGE SCALES	2
SUB CONTRACTING	2
DISCRIMINATION	2
ACCESS TO ENGAGEMENTS	2
ROSTER	2
RIGHT OF FIRST REFUSAL	2
ROSTER VACANCIES AND TENURE	2
PERSONAL SERVICE AGREEMENTS	2
EXCUSED ABSENCES	2
EXCUSED SET ABSENCES:	3
SCHEDULE CHANGES	3
SERVICES	3
SAFETY	3

BASE WAGE	4
PREMIUM PAY	4
EMPLOYMENT	5
PAYROLL SERVICE	5
PAYROLL	5
PENSION	5
CARTAGE	5
TOURS AND RUNOUTS	6
DUES CHECK OFF	6
ELECTRONIC MEDIA PROVISIONS	6
LOCAL BROADCASTING:	6
INTERNET STREAMING	6
LOCAL BROADCASTING--VIDEO	6
ARCHIVAL/STUDY RECORDINGS	7
MODIFICATION OF AGREEMENT	7
GRIEVANCES AND ARBITRATIONS	7
FORCE MAJEURE	7
EXHIBIT A: SACRAMENTO CHORAL SOCIETY ORCHESTRA	8

COLLECTIVE BARGAINING AGREEMENT

SIGNATORY PARTICIPANTS

This Agreement made and entered into this 1st day of July ~~2023~~ 2025, by and between SACRAMENTO CHORAL SOCIETY & ORCHESTRA, hereinafter referred to as "SCSO," and PROFESSIONAL MUSICIANS OF CENTRAL CALIFORNIA, LOCAL 12, AMERICAN FEDERATION OF MUSICIANS, hereinafter referred to as "Union".

TERM

The term of this Agreement shall be July 1, ~~2023~~ 2025 through June 30, ~~2025~~ 2027 provided this Agreement shall continue in effect for one year beyond the expiration date unless one party notifies the other party of its desire to open negotiations for a new agreement or modifications at least sixty (60) days in advance of said expiration date.

RECOGNITION

SCSO recognizes the Union as the sole and exclusive bargaining agent for all instrumental musicians, hereinafter referred to as "musicians", employed by the SCSO for all engagements in California and Nevada. Any performances produced solely by the SCSO shall be bound by the terms of this agreement.

The parties agree that SCSO may, during the term of this Agreement, participate in co-productions with community musical groups whose instrumental musician members are non-professional students and/or amateurs and who perform solely on a volunteer basis. (e.g., Auburn Symphony, U.C. Davis Symphony) In such cases where any Union musicians are hired for such productions, they shall be paid no less than the rates specified herein. The SCSO agrees that in such circumstances it will not advertise or market itself as the "Sacramento Choral Society & Orchestra."

The SCSO further recognizes a committee of Musicians (hereinafter Orchestra Committee) who shall assist the Union in the negotiation, enforcement, and administration of this Agreement. There shall be no recrimination or harassment against any Musician for his or her participation in or activities on behalf of the Orchestra Committee or Union.

UNION SECURITY

All musicians listed on the roster per Exhibit A, and any hired to fill vacancies on this roster as a condition of employment, shall become and remain members in good standing of the Union not later than the 31st day following commencement of their employment or the effective date of this Agreement, whichever is the latter.

The requirement to join the Union as a condition of employment shall apply to the Substitute and Extra musicians. Substitute and Extra Musicians shall be required to join the Union after acceptance of three (3) offers of employment within a twenty-four (24) month period. An offer of employment is defined as one or more services culminating in a performance. However, no Substitute or Extra Musician shall be required to join the Union within thirty (30) days of the first offer of employment.

OBLIGATION TO UNION

Nothing in this Agreement shall interfere with the obligations of any musician to the Union.

LOCAL 12 CURRENT WAGE SCALES

The work rules and regulations of the Current Wage Scales of the Union and of the American Federation of Musicians, which are not in conflict with this Agreement or applicable law, shall be deemed a part of this Agreement. SCSO hereby acknowledges receipt of copies thereof.

SUB CONTRACTING

SCSO agrees not to subcontract any work that is traditionally performed by musicians or is fairly claimable by them as a result of the collective bargaining relationship between the parties hereto.

DISCRIMINATION

There shall be no discrimination of any kind by SCSO or the Union against any employee or applicant for employment on account of his or her age, sex, race, color, creed or national origin, sexual orientation or transgender, except as provided by law.

ACCESS TO ENGAGEMENTS

SCSO shall provide or arrange for access to engagement(s) for a Union representative at a mutually agreeable time. "Engagements" means "services".

ROSTER

SCSO shall employ orchestra musicians in rank order as per Exhibit A. No change in Exhibit A shall be made without the approval of the Union.

RIGHT OF FIRST REFUSAL

The SCSO shall guarantee first right of refusal to all SCSO Musicians (per Exhibit A) on their primary instrument(s) on all engagements produced by the SCSO or when musicians are to be paid with monies administered by the SCSO. It is understood between the parties that the Right of First Refusal is only applicable to engagements in California and Nevada.

ROSTER VACANCIES AND TENURE

Temporary Vacancies in the attached roster (Exhibit A) shall be filled as necessary using substitute musicians. Permanent vacancies shall be filled and names placed on the roster (Exhibit A) by mutual consent of the Music Director, the Union and the Principal players in the family (eg. strings, woodwinds, brass & percussion families). All musicians listed on the roster shall be considered tenured.

PERSONAL SERVICE AGREEMENTS

SCSO shall enter into Personal Service Agreements (PSA) with each member of the Orchestra. All provisions of the CBA shall be deemed a part of each Personal Service Agreement. A copy of the CBA shall be attached to each PSA issued. The PSA shall specify the salary to be paid to the Musician, the instrument or instruments to be played, and a schedule of performances and accompanying rehearsals that the musician is being offered. Personal Service Agreements shall not contain less favorable wages, terms and conditions than those set forth in the CBA. SCSO shall mail a PSA to each Musician postmarked no later than July 1 for the following season. PSA's shall be signed and returned to SCSO postmarked no later than July 31.

In any season where the CBA is being negotiated, SCSO shall send Letters of Intent (LOI) to each musician no later than July 1 for the following season in place of PSA's. LOI's shall contain the instrument or instruments to be played, and a schedule of performances and accompanying rehearsals for the upcoming season. The PSA issue date for that season shall be within two weeks of the ratification of the new CBA, with the postmarked return date 30 days after the PSA issue date.

EXCUSED ABSENCES

A musician may obtain an excused absence from any set by giving written notification to SCSO at least twenty-one (21) days prior to the first service in the set to which the excused absence applies. . All musicians listed on the roster in Exhibit A shall have the right to at least one excused absence for a rehearsal per season. Said excused absence shall not be taken for a dress rehearsal or a concert, unless the SCSO chooses to make an exception.

EXCUSED SET ABSENCES:

Musicians shall indicate their concert set availability when they return their signed Personal Service Agreements to the SCSO. Furthermore, with 21 days notice a musician may withdraw from a concert set without penalty or adverse affects on his/her status with the SCSO. Within 21 days of a concert set, a musician who wishes to withdraw from the set must request an excused absence. The SCSO shall not unreasonably deny such requests.

Musicians listed on the roster (Exhibit A) are required to perform in fifty percent (50%) or more of the number of sets offered during the term of the contract (~~2021-23~~ 2025-27). Failure to fulfill this requirement may result in the removal of the musician from the roster in the subsequent contract.

For the 2025-26 season, SCSO may produce two (2) concert sets calling for a full orchestra, using score instrumentation. One of these sets shall have four (4) rehearsals, and one shall have three (3) rehearsals. For purposes of this article, the collaboration with SRPAA shall not count.

For the 2026-27 season, SCSO shall produce a minimum of three (3) concert sets calling for full orchestra, using score instrumentation. Each set shall have a minimum of three (3) rehearsals.

SCHEDULE CHANGES

A musician scheduled for a service shall be given notice of cancellation postmarked no later than twenty-one (21) days prior to the affected service or shall be paid in full for the service. Changes in instrumentation shall be considered as a schedule change for the affected musicians.

SERVICES

1. A service shall be defined as a unit of work upon which wages are based. Each rehearsal and each concert shall be considered one (1) service.
2. Length:
 - a. A regular service shall not exceed two and one-half (2½) hours in length. Overtime rates will begin after two and one-half (2½) hours.
 - b. a special three (3) hour service is allowed and shall be paid at the three (3) hour service rate and overtime rates will begin after three (3) hours.
3. Time in excess of two and one-half (2½) hours, or three (3) for a special service, shall be considered overtime and compensated in fifteen (15) minute increments. For each thirty (30) minutes of overtime, there shall be a five (5) minute break.
4. A break (intermission) of twenty (20) minutes shall be given to the entire orchestra at all services. An allowed three-hour service shall contain an intermission of at least twenty-five (25) minutes. The break during rehearsals shall begin no later than one and one-half hours (1½) after the scheduled starting time. The break during concerts shall be the usual and customary point but shall not begin beyond ninety (90) minutes from the scheduled starting time, except for the performance of works which are traditionally performed without interruption. Breaks at three-hour rehearsals may be split into two segments. The Personnel Manager shall consult with the Orchestra Committee prior to the rehearsal on the break plan and said plan shall be announced to the orchestra at the beginning of the rehearsal.
5. There shall be an official clock in plain view at all rehearsals and used as the official reference for all rehearsal time specifications and restrictions as set forth herein. This clock shall be maintained by the Personnel Manager (or designee) and set to the National Time Standard. The SCSO shall be responsible for clock

CBA—SCSO & AFM Local 12—2025-27

placement and upkeep at all times. The Personnel Manager (or designee) shall signal the end of services and the end of break and 5 minutes before the end of the break or service.

SAFETY

- A. SOUND PROTECTION: Musicians have the right to take steps to protect their hearing. Adequate sound shielding will be provided at all services for those musicians who are exposed to uncomfortable volume levels caused by orchestra instruments, amplified sound or special effects. Upon request by any musician, the SCSO will provide sound shielding as soon as possible.
- B. ACCESS: The SCSO shall provide a means of safe access for all musicians to and from their seats during all services

BASE WAGE

	2025-26	2026-27
Per 2½ hour rehearsal or performance:	\$173	\$178
Per 3 hour rehearsal	\$195	\$201
Overtime: per musician per ¼ hour:	\$29	\$30
Educational Service (2 hour call)	\$157.50	\$162.25
Holiday Rate (2 ½ hour call)	\$213.75	\$220

Holidays include Christmas Day, New Years Eve, New Years Day, Thanksgiving, Labor Day and July 4th.

Radio: per musician for local radio broadcast: \$15.00

Parking: per musician per day: \$25.00
(unless otherwise provided)

Travel: Compensation for travel will be given to those Musicians traveling from a distance greater than thirty-five (35) miles. All Musicians who qualify for travel compensation shall be paid twenty-five dollars (\$25) per day, regardless of the number of services.

PREMIUM PAY

SCSO agrees to pay premiums as follows, said premiums to be paid as a percentage of base wage per musician per service:

- (A) Principals: Twenty-five percent (25%)
(Including Assistant Concertmaster)
- (B) Assistant Principals Ten percent (10%)
(All string sections plus Third Horn)
- (C) Concertmaster: Fifty percent (50%)
- (D) Doubles: 1st double: Twenty-five percent (25%)
Each additional Ten percent (10%)

For all other musicians and positions, when not acting as (A) through (D) above, the Base Rate will apply, unless otherwise agreed in writing between the SCSO and the Union or the Union members.

CBA—SCSO & AFM Local 12—2025-27

Doubling: Doubling applies to the playing of more than one instrument by one musician in the course of a service, except where the playing of more than one instrument is a practice normally accepted in the music industry, such as, but not limited to: keyboards, percussion, clarinets (B-flat and A), French horns in various keys, and trumpets (B-flat and C). Percussion doubles shall be given when a player is required to perform from two (2) or more of the following groups:

1. Timpani
2. Battery – (Snare drum, bass drum, cymbals, tambourine, triangle, woodblock, and other idiophones or membranophones)
3. Trap Set
4. Mallets
5. Latin percussion in situations where extended Latin-style hand drumming is required.

In the event that a Musician is required to play a second instrument at any Service, she/he shall be paid, in addition to her/his regular compensation for such Service, twenty-five percent (25%) of minimum salary for the first double and ten percent (10%) of minimum salary for each additional double. Musicians shall have the right to refuse doublings.

EMPLOYMENT

“Employment” “employed” and “employ” as used in this Agreement mean provide work opportunities for Union members. For purposes of workman's compensation insurance, unemployment insurance and all appropriate Federal, State, and local payroll taxes, the employer of record is AFM, Local 12 Payroll Trust. For all other purposes, the employer is SCSO.

PAYROLL SERVICE

SCSO shall use AFM Local 12 Payroll Trust for all wage payments to its musicians. Complete Payroll wages shall be deposited in the Payroll Service account, in a manner proscribed by mutual agreement between the parties, SCSO agrees to deposit an agreed-upon amount of monies to compensate Musicians in the Payroll account prior to the first rehearsal to cover the possibility of cancellation by SCSO. Payroll service will provide SCSO with a final detailed Wage Quote no later than twenty-one (21) days following the concert. Failure to deposit the payroll in this manner shall release the musicians from the mandatory obligation to perform the rehearsals and performances. The Personnel Manager must inform the contract players, all subs and extras immediately to cancel the set. Musicians shall receive one half the pay they would have received for playing the set as a cancellation fee.

PAYROLL

Upon SCSO's timely deposit of adequate funds in the AFM Payroll Trust, responsibility for the preparation and distribution of wage payments to Musicians passes to the Union.

If the SCSO complies with all contractual and governmental obligations, in the unlikely event of a failure of the Union to make proper payment, to properly prepare payroll reports, or otherwise to comply with Federal and State labor or employment laws, the Union agrees to hold harmless, SCSO, its officers, governors, employees, successors and assigns from all loss, cost, damage, expense and/or liability that result from that failure or non-compliance.

PENSION

Employer agrees to be bound by the terms of the Agreement and Declaration of Trust of the American Federation of Musicians and Employers Pension Fund and the terms of the Fund's Rehabilitation Plan and updates and to pay, for each year of the Agreement, an amount equal to 9.59% (comprised of 8% base contributions, .72% additional Rehabilitation Plan contributions and .87% required by the June 2018 Rehabilitation Plan Update) of all musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period, but not later than thirty (30) days after the Association receives the payroll report, with a copy of the payroll, including

names, Social Security numbers, wages and pension amounts.

The rates set forth in this Agreement will be discontinued immediately and will revert to the base rates set forth in this agreement when both of the following events have occurred: (i) rates higher than the Base Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

CARTAGE

SCSO agrees to pay cartage to musicians transporting harp \$25 per round trip; tympani \$25 per drum per round trip; chimes, xylophone, vibes, marimba, trap set, other bulky percussion equipment, electric organ, electric piano (over 75 pounds), celeste, or harpsichord to or from the rehearsal or performance hall at the rate of Forty-five Dollars (\$45.00) per round trip. Each string bassist, contrabassoonist, and tubist shall be paid cartage of \$20 per round trip when parking within 200 feet of the facility entrance is not provided.

TOURS AND RUNOUTS

The terms and conditions for any tours or runouts (services beyond 35 miles from Sacramento Community Center Theater) shall be negotiated between SCSO and the Union on a case-by-case basis at least 60 days prior to same.

DUES CHECK OFF

SCSO will cause to be deducted work dues uniformly required as a condition of employment from the wages of musicians contracted thereby pursuant to voluntary written authorization executed by each musician and submitted to SCSO by the Union. This amount will not be in addition to the wages in this agreement but are included in the amounts specified.

ELECTRONIC MEDIA PROVISIONS

Except as otherwise explicitly provided in this Agreement, no service or any part thereof, shall be recorded, reproduced or transmitted in any manner or by any means by SCSO or by any other person(s) in the absence of a specific written agreement with the American Federation of Musicians International Office or Professional Musicians of Central California, AFM Local 12 relating to and permitting such recording, reproduction or transmission. Should any recording created under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, including, but not limited to grant application, displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local, national or foreign broadcast, internet, phonograph records, promos or commercial announcements, or background music for any type of sound or film program, SCSO shall obligate itself to enter into and fulfill all conditions required by the appropriate agreement of the AFM including but not limited to prevailing wages and allied fringe benefits.

LOCAL BROADCASTING:

The SCSO may create, or cause to be created, audio recordings of each concert program for the purpose of delayed local radio broadcast and SCSO archives. Two (2) performances of the same program may be recorded to ensure technical quality. All musicians shall be compensated at a rate of \$15 (fifteen dollars) per local radio broadcast or rebroadcast. Non-SCSO productions or co-productions which include Union musicians require a separate agreement in order to allow recording.

INTERNET STREAMING

This agreement allows KXPR and KXJZ and its affiliates in Local 12 jurisdiction to stream SCSO audio recordings over the Internet according to the terms and conditions listed below. It does not allow any other radio stations to stream such broadcasts over the Internet.

CBA—SCSO & AFM Local 12—2025-27

Audio recordings created and broadcast in accordance with Collective Bargaining Agreement currently in effect between the SCSO and the UNION may be streamed by KXPR/KXJZ on the internet simultaneously with the broadcast of such audio recordings. Such audio recordings may not be archived on the internet.

The musicians of the SCSO do not waive their rights under either the *Digital Performance Right in Sound Recordings Act of 1995* or the *Digital Millennium Copyright Act of 1998*.

LOCAL BROADCASTING--VIDEO

The SCSO may create, or cause to be created, one video recording of the orchestra per season. Two (2) performances of the same program may be recorded to ensure technical quality. The video may be locally broadcast up to two (2) times on local public television. All musicians shall be compensated at a rate of ~~\$15~~ \$20 (twenty dollars) per local public television broadcast or rebroadcast. Non-SCSO productions or co-productions which include Union musicians require a separate agreement in order to allow video recording.

After the first allowed video recording of the orchestra and subsequent broadcast, the SCSO may request additional video recordings at least 30 days in advance of the proposed video recording. Such video recordings require case by case approval by a majority vote of the orchestra.

ARCHIVAL/STUDY RECORDINGS

SCSO may designate a qualified person to make archival/study recordings of previously designated Orchestra rehearsals or concerts for archival or study purposes. In the event that study/archival recordings are made, said recordings shall remain at all times in the custody of SCSO. SCSO will not permit duplications of any study/archival recording, nor will it allow any hearing of a study/archival recording for purposes other than review by the Conductor/Music Director or members of the Chorus or Orchestra, except as provided herein or otherwise agreed upon by SCSO and Union. Study/archival recordings will be available at all times during normal business hours in the SCSO's office for said review. Study/archival recordings shall not ever be used as evidence in dismissal proceedings.

Archival/study recordings may be used by SCSO for the purpose of providing recordings to the National Endowment for the Arts, the California Arts Council, and any other government agency or private foundation or entity from whom the SCSO intends to apply for funding which requires the submission of a recording of SCSO and Orchestra.

MODIFICATION OF AGREEMENT

The Union reserves the right to modify this agreement if requested by SCSO. All modifications shall be subject to consultation and final agreement between the Union and SCSO and shall be in writing.

GRIEVANCES AND ARBITRATIONS

The parties agree to submit all disputes and grievances arising out of this Agreement to a joint adjustment committee comprised of four (4) persons, two (2) of whom shall be selected by the Union, two (2) of whom shall be selected by SCSO, and none of whom shall be involved in the dispute or grievance.

Within thirty (30) days after the filing of a grievance or dispute, the adjustment committee shall be called in session at an agreed upon location. The committee's decision shall be by majority vote of the four (4) persons and shall be binding on the parties.

If the adjustment committee fails to render a decision within fourteen (14) days after being called into session, either party may request an impartial arbitrator who shall be selected by mutual agreement of the parties to this Agreement. If the parties cannot agree on an arbitrator, it shall be referred to the American Arbitration Association (AAA) for the selection of an arbitrator whose decision shall be final and binding on both parties. Each party to this Agreement shall bear one-half (1/2) of the cost of the arbitration except that each party shall bear the cost of each witness.

The sole remedy available to any musician employee for any alleged breach of this agreement shall be pursuant to the grievance procedure.

FORCE MAJEURE

Destruction by fire or otherwise of the theaters or auditoriums in which SCSO proposed to give the performances, or such partial destruction as shall prevent the use thereof, or the prevention of the continuance of said performance by civil or military authority not within the power of SCSO to combat or avoid or in the case of insurrection, riot, epidemic, strike, jurisdictional dispute, or act of God, then in any such event SCSO shall have the right to cancel this Agreement upon payment of the agreed compensation earned by musicians to date of cancellation.

**FOR SACRAMENTO CHORAL SOCIETY
& ORCHESTRA**

**FOR PROFESSIONAL MUSICIANS OF
CENTRAL CALIFORNIA, AFM LOCAL 12**

James McCormick, *President*

Thomas Derthick, *President*

Dated: _____

Dated: _____

**Exhibit A:
SACRAMENTO CHORAL SOCIETY ORCHESTRA**

Violin 1

Cindy Lee, *Concertmaster*
Jolán Friedhoff, *Assistant Concertmaster*
Dagenais Smiley
Catherine Heusner-Willefert
Sandra Chong
Anita Felix
Kathleen Gallagher
Daniel Lewin

Violin II

Erika Miranda, *Principal*
Mark Tammes, *Assistant Principal*
Ingrid Tracy
Josepha Fath
Edmund Fong
Pamela Buck

Viola

Melinda Rayne, *Principal*
Ed Wharton, *Assistant Principal*
Evan Buttemer
Gay Currier

Cello

Susan Lamb Cook, *Principal*
Jia-Mo Chen, *Assistant Principal*
Julie Hochman
Cathy Allen Aird

Bass

Tom Derthick, *Principal*
Ben Tudor, *Assistant Principal*
Nick Vegas

Flute

Mathew Krejci, *Principal*
Elizabeth Coronata*
Dawn Walker

Oboe

Ruth Stuart, *Principal*
Kathy Conner
Cindy Behmer

Clarinet

Sandra McPherson, *Principal*
Karen Wells
Elizabeth McAlister

Bassoon

Joan Holmes, *Principal*
Maryll Goldsmith

French Horn

Eric Achen, *Principal*
Cara Jones
Janis Lieberman, *Assistant Principal*
Heidi Trefethen

Trumpet

Ari Micich, *Principal*
Dan McCrossen
Alia Kuhnert

Trombone

Dyne Eifertsen, *Principal*
Steve Perdicaris
Vincent Salvitti

Tuba

Julian Dixon, *Principal*

Timpani

Matthew Darling, *Principal*

Percussion

Thomas Rance, *Principal*
Dave Gabrielson
Michael Downing

Harp

Beverly Wesner-Hoehn, *Principal*

Keyboard

Ryan Enright, *Principal*

*First call 2nd flute and/or piccolo