

MASTER AGREEMENT
Between the Sacramento Region Performing Arts Alliance and the
American Federation of Musicians, Local 12
2025-2029

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THIS MASTER AGREEMENT made and entered into in duplicate by and between SACRAMENTO REGION PERFORMING ARTS ALLIANCE, dba SACRAMENTO PHILHARMONIC & OPERA (SP&O), a California non-profit corporation (subsequently called the "Alliance" or "SRPAA" or "SP&O"), and MUSICIANS' UNION LOCAL 12, AMERICAN FEDERATION OF MUSICIANS (subsequently called the "Local" or "Local 12" or the "Union"), shall be known and designated herein as the Master Agreement. This Agreement shall take effect on July 1, 2025 and shall remain in effect to and including midnight of June 30, 2029 and shall automatically renew from year-to-year thereafter, unless either party shall give written notice of a desire to change or cancel at least sixty (60) days prior to the expiration date of this Agreement or each succeeding year thereafter.

ARTICLE 1 SCOPE OF MASTER AGREEMENT

This Master Agreement shall cover all Musicians employed by the Alliance to render services to the Sacramento Region Performing Arts Alliance under any of the classifications defined in this Article. "Musicians" shall not be deemed to include the Music Director/Chief Conductor (herein after called "Music Director") or any other conductor, nor any guest soloists.

ARTICLE 2 PERSONNEL DEFINITIONS

A. "Staff Musicians" shall be defined as the following Musician/instrumentalists who are employed by the Alliance to render services to the Orchestra under individual written employment contracts (subsequently referred to as "Personal Service Agreement" or "PSA"):

1. The seventy-three (73) Musician/instrumentalists whose positions are listed in Article 19 ("Orchestra Complement");
2. The Concertmaster;
3. Any additional musicians/instrumentalists who are listed in the SRPAA Roster (herein after called "Roster").

B. A "Probationary Musician" shall be defined as a Staff Musician who, after being hired or newly rehired, has not yet been granted tenure according to the Alliance's tenure-track procedure.

C. A "Tenured Musician" shall be defined as a Staff Musician who has been so designated in compliance with the provisions of Article 28 herein.

D. A "Substitute Musician" shall be defined as a Musician employed on a temporary basis to substitute for a Staff Musician.

E. An "Extra Musician" shall be defined as a Musician employed on a temporary basis to supplement the complement of Staff Musicians.

F. A "Full-season Substitute Musician" shall be defined as a Musician employed to fill a full-season temporary vacancy in the Orchestra. Such Musicians shall be afforded all the

protections of this Agreement for the term of that season, including entering into Personal Service Agreements with the Alliance.

1. A Full-season Substitute Musician may only be employed through the audition process (Article 27) or by appointment by the Music Director after consultation with the principal of the section. If the temporary vacancy is a principal position, the Music Director shall consult with the appropriate audition committee (Article 7.E). Staff musicians shall be considered first for any appointment under this article.

a. A Staff Musician who accepts an appointment as a Full-season Substitute Musician in a different position does not forfeit their current position and will return to that position upon completion of the Full-Season Substitute Musician appointment.

b. Upon agreement of the Parties, a Staff Musician may perform only a portion of a season's services as a Full-season Substitute Musician in a different position as offered by the Alliance but continue to perform the remainder of the season's services in their current position. For example, the 3rd bassoon/contrabassoon may choose to perform as a Full-season Substitute Musician on second bassoon for those services where they are not hired as contrabassoon but continue to perform only as 3rd bassoon/contrabassoon on those services where this position is needed. In this case, their PSA may reflect this combination of services, or separate PSAs may be offered to that musician, one listing their services as a Full-season Substitute Musician and another listing their services in their current position.

G. The "Concertmaster" is a non-tenured position. The Concertmaster serves at the sole discretion of the Music Director, with a Personal Service Agreement having terms mutually agreed to by the Concertmaster and the Alliance. All provisions of the Master Agreement shall be deemed a part of the Concertmaster's Personal Service Agreement as though fully set forth, unless the subject matter is specifically addressed in the Concertmaster's PSA.

H. "Call Order" is the order by which Staff Musicians are offered specific employment.

I. "Ranked Order" is a list establishing an order of preference and/or reflecting an established order of seating within a specific Orchestra section.

J. A "Titled Musician" is a Staff Musician holding a position titled as a "Principal" or "Assistant Principal" of any section.

ARTICLE 3 NON-DISCRIMINATION

A. There shall be no discrimination in employment because of race, creed, color, sex, age, religion, national origin, disability, marital status, sexual orientation, political affiliation, or other classification protected by law.

B. All Musicians hired by the Alliance who reach 30 hours of employment annually will be required to take a 1-hour sexual harassment training course, paid at rate of \$25/hour, once every two years. The alliance will provide instructions and a link to the training. The Musician is required to provide proof of completion by sending in their certificate. Musicians who have completed the same training elsewhere shall provide a valid certificate and shall not be compensated per this section.

C. The Alliance will provide the following language to each musician upon hiring each season:

Sexual and Other Unlawful Harassment (California Employees)

Sacramento Philharmonic & Opera is committed to a work environment in which all individuals are treated with respect. Sacramento Philharmonic & Opera expressly prohibits discrimination and all forms of harassment against employees, interns, contractors, and volunteers.

The California Fair Employment and Housing Act (FEHA) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. Harassment on the basis of any other protected characteristic, including race, color, ancestry, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, age (40 and older), veteran status, disability (Physical or mental), genetic information, marital status, sexual orientation, gender identity and gender expression, AIDS/HIV, medical condition, or any other characteristic protected by law is also strictly prohibited.

The law prohibits sexual harassment by coworkers, supervisors and managers, and non-employees, (such as vendors and customers), whether the person is the same or a different gender as the harasser. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser and harassment of an organization employee by a non-employee. These behaviors include, but are not limited to:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes, including racial, ethnic, or religious jokes, slurs, or remarks
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive, discriminatory, or obscene letters, notes, or invitations, including sending harassing emails or text messages and messages on social media

- Physical harassment including touching or assault, as well as impeding or blocking movements

D. Complaint Procedure:

Sacramento Philharmonic & Opera requires the reporting of all instances of discrimination, harassment, or retaliation. Promptly report the incident to your supervisor if you believe you have experienced or witnessed harassment or discrimination based on any characteristic protected by law. Supervisors are instructed to promptly report any complaints of misconduct to the Chief Executive Officer (CEO).

If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report the matter directly to:

CEO

Giuliano Kornberg

Gkornberg@sacphilopera.org

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially, providing all parties due process.

The Organization will keep the investigation confidential but only to the extent possible to conduct an impartial and thorough investigation. The Organization will document and track the investigation to ensure reasonable progress and will provide appropriate resolution at the conclusion of the investigation. Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

E. Filing a Complaint with the Department of Fair Employment and Housing (DFEH):

Employees who believe that they have been sexually harassed may also file a complaint of discrimination with DFEH within one year of the harassment. DFEH is part of the State of California and serves as a neutral factfinder, attempting to help parties resolve such disputes.

If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, DFEH may file a formal accusation. This will lead to either a public hearing or a lawsuit filed by DFEH on behalf of the complainant. If DFEH finds that harassment has occurred, it may order certain remedies to the complainant. For more information see DFEH-159 "Guide for Complainants and Respondents".

Contact DFEH toll free at (800) 884-1684, TTY (800) 700-2320 or visit their website at www.dfeh.ca.gov.

F. Retaliation Prohibited:

Sacramento Philharmonic & Opera expressly prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

Any questions or concerns regarding this policy can be directed to the CEO.

ARTICLE 4 EMPLOYMENT OF MUSICIANS

A. The Alliance shall enter into Personal Service Agreements (PSA) with each Staff Musician and full-season Substitute. All provisions of this Master Agreement shall be deemed a part of each Personal Service Agreement. A copy of the Master Agreement shall be attached to each PSA issued. The PSA shall specify the salary to be paid to such Staff Musician, the instrument or instruments to be played and, in the case of a Staff Musician employed in one of the positions set forth in Article 19.A, specifying such position.

1. Personal Service Agreements shall not contain less favorable wages, terms, and conditions than those set forth in this Agreement.
2. If, after signing a contract for the ensuing season, a Musician wishes to resign, they shall do so by submitting a letter of resignation to the Alliance.
3. The Alliance shall not send revised PSAs to musicians without the consent of AFM Local 12.

B. The Alliance shall mail a PSA to each Musician postmarked no later than May 1 for the following season. PSAs shall be signed and returned to the Alliance postmarked no later than June 30 and shall include all services for which the Musician's services are required. It is the Musician's responsibility to return their PSA by the specified deadline or risk their status as a Tenured Musician with the Sacramento Philharmonic & Opera. If a Musician does not return said PSA by June 30 or has not requested a leave of absence, per Article 12, for the season by this date, the Musician will be deemed to have resigned. The Alliance shall file a copy of each signed PSA with the Union before the commencement of the season.

1. During a negotiation year, the Alliance will issue a letter of intent in place of a Service Agreement. Upon execution of a new contract, a Personal Service Agreement will be issued, and the Staff Musician will return said PSA to the Alliance within 30 days of the postmark.

C. Musicians shall be compensated for all services in which they perform.

D. The Alliance shall guarantee first call in ranked or call order to all Staff Musicians on their primary instrument(s) on all Orchestra services as defined in Article 8.G and produced by the Alliance or when Musicians are to be paid with monies administered by the Alliance or when an agent acting for the Alliance is the contractor.

E. For all Subscription (Classics) Sets, no fewer than the full complement of Staff string Musicians will be offered work for each set unless otherwise specified in Article 15.F. Score instrumentation will determine hiring of woodwinds, brass, and percussion.

F. No microphones, amplifying devices, synthesizers, emulators, sequencers, Virtual Orchestra devices, Key Comp device, or any similar technology producing artificial or sampled musical sounds for the audience shall be used to replace Musicians who would otherwise be required by the original published orchestration on services that the Alliance produces (i.e. Subscription Classics Sets, Opera Sets, Education Sets, Chamber Music Sets), but not including contracted

services (i.e. engagements with the Sacramento Ballet, Pops concerts where the SP&O is a contracted orchestra, etc.). The remedy for violation of this rule shall be appropriate per service payment to all Musicians so displaced and deprived of employment by the violation. Microphones used as part of the SAFE PAC Constellation sound system for replication of the acoustic sound of the orchestra are exempted from this article, as are amplifiers associated with electronic instruments such as electric guitars, electric or rhythm section bass, electric keyboards, and other electronic instruments as specified by the composer/arranger.

G. The Alliance shall make reasonable efforts to verbally confirm all offers of employment made to Staff Musicians when timely responses are not received.

H. A conductor may rehearse a movement of a work without the full instrumentation required for the entirety of the work when the following condition(s) is met:

1. All musicians required to perform that specific movement of the work in question have been hired for the service in which that movement will be rehearsed.

ARTICLE 5 UNION RECOGNITION AND SECURITY

A. The Alliance recognizes the Union as the sole and exclusive collective bargaining representative of all Musicians employed by the Alliance and recognizes the rights of the Union to negotiate the wages, hours, terms, and conditions of employment of those Musicians and to administer this Agreement on their behalf.

B. All Staff Musicians shall become members of AFM Local 12 no later than thirty-one (31) days following their first date of employment. Failure to become and remain a member in good standing of AFM Local 12 shall result in dismissal. Additionally, any Substitute or Extra Musician shall become a member of AFM Local 12 if the Alliance, subsequent to thirty-one (31) days following their first date of employment, again employs that Musician.

C. The Alliance shall provide to the Local 12 Secretary-Treasurer a list of all Substitute and Extra Musicians for each set prior to the first service of each set.

D. Nothing in a Personal Service Agreement shall ever be construed so as to interfere with any obligation which all Musicians employed owe to the Union and to the Federation as members thereof.

ARTICLE 6 UNION STEWARD & ACCESS

A. The Alliance recognizes a Union Steward to assist the Union in the negotiation, enforcement, and administration of this agreement. The Steward shall have the right to discuss with the Alliance all matters pertaining to this Agreement.

B. Representatives of the Union shall have access to the place of any service for the purpose of conferring with the Musicians or conducting any other legitimate union business.

ARTICLE 7 ORCHESTRA COMMITTEES

A. Orchestra Committee:

1. The Alliance shall recognize an "Orchestra Committee" which will work in conjunction with the Union in all matters concerning the implementation, interpretation, and administration of this Agreement. The Union shall keep the Alliance informed as to the current membership of the Orchestra Committee.

2. The Orchestra Committee shall serve as a Liaison Committee with a committee from the SRPAA Board of Directors, to meet as needed, but no less frequently than one time per season. The CEO of the SP&O and a Union representative shall be ex-officio members of this committee and may attend meetings.

B. Artistic Committee:

The Alliance shall recognize an Artistic Committee, whose function is to serve as an advisory link between the Orchestra and the Alliance for artistic matters. The Union shall keep the Alliance informed as to the current membership of the Artistic Committee, but one member shall always be the Concertmaster.

1. The Artistic Committee will meet with Alliance representative(s) and the Music Director at least twice annually, regarding venues, and other matters pertaining to the artistic welfare of the organization.

2. One meeting shall occur to discuss repertoire, soloists, and guest conductors for the following season. The Artistic Committee will submit a list of works for the Alliance and the Music Director to consider.

3. An additional annual meeting involving the Chair of the Artistic Committee, the Chair of the Orchestra Committee and an Alliance representative shall take place to present and discuss the Conductor Evaluations from the previous season.

C. Appeals Committee

1. The Appeals Committee shall be elected by a vote of the Staff Musicians at the ratification of this agreement, or upon the engagement of a Music Director, whichever occurs last. The Committee shall be comprised of seven (7) Tenured Staff Musician members: four (4) Section Musicians; one (1) Principal or Assistant Principal from the

string section; one (1) Principal from the woodwind section; and one (1) Principal or Assistant Principal from the brass or percussion sections. The elected titled position string Musician shall be chair of the Appeals Committee. The results of the Appeals Committee election, including the ranking of each category for replacements, if necessary, shall be kept in strict confidence by the Union until such time that an Appeals process is initiated per Article 29.

a. In the event that a Staff Musician as specified in Article 7.C.1. is unable to serve on the Appeals Committee, the following procedures shall be used: for a replacement for a Principal or Assistant Principal, the next ranked Principal or Assistant Principal; for the replacement for any Section Musician, the next ranked Section Musician. Appeals Committee election results shall be kept confidential and in the possession of the Union until such time as it is required by the provisions of Article 29.

b. The following Staff Musicians shall not be eligible for membership on the Appeals Committee:

i. A Musician who has an outstanding Warning Notice or a Notice of Dismissal under Article 29 of this Agreement, and who was not a member of the Appeals Committee when such notice was issued.

ii. Musicians holding a supervisory or management position.

iii. A Musician not returning the following season by reason of resignation or non-renewal.

iv. The appealing Musician, a member of the appealing Musician's immediate family or any Musician who has a live-in relationship with the appealing Musician.

v. Any Musician under notice of artistic non-renewal or demotion.

vi. A Musician whose participation on the Appeals Committee would constitute a conflict of interest.

c. References in the above section to "ranking" is agreed to refer to the number of votes received.

D. Audition Committee:

1. The Audition Committee for strings, woodwind, or brass, shall be comprised of five (5) members: the Concertmaster, plus the Tenured Principal Musicians from the generic section (strings, woodwinds, and brass) as per Article 19.A.

2. The Audition Committee for Timpani/ Percussion/Harp/Keyboard shall be comprised of five (5) members: the Concertmaster, the Tenured Principal of the applicable section (in the case of timpani/percussion, both Principals) plus Tenured Principals from the Orchestra chosen by lot.

3. If the Principal of a section in which a vacancy exists is not tenured, the Alliance, at its discretion, may choose to defer an audition to fill the vacancy until such time as a Tenured Principal exists.

4. If a member of an Audition Committee is unable to serve due to illness or other excused absence, the Alliance, in consultation with the Principal Musician, shall appoint the next ranked or call ordered Tenured member of the same instrument to serve as replacement. In the event no Tenured Staff Musicians of the same instrument are available, a Staff Musician shall be chosen by lot from a list of the available Tenured members of the related section(s) of instruments to serve on the Audition Committee. (e.g., Assistant Principal, 3rd chair, etc.) For the Timpani/ Percussion/Harp/Keyboard Committee, a Tenured Principal Musician from the Orchestra, chosen by lot, will serve as replacement.

E. No member of the Orchestra shall have their position in the Orchestra jeopardized because of their activities representing the Orchestra, or as a member of any Committee, or as a result of work for the Alliance that is not covered by this agreement, nor shall there be any form of discrimination or harassment as a result of these activities.

ARTICLE 8 SERVICE DEFINITIONS

A. A "Season" shall be defined as the period beginning July 1 and ending June 30 each year.

B. A "Service" shall be defined as any period of time scheduled by the Alliance during which the Musicians are required to prepare for or to present performances by the Orchestra or a segment thereof. Each Service shall be designated as either a Rehearsal or a Concert.

C. A "Concert" shall be defined as a Service at which no preparatory work is done and at which the Musicians are required to present a Performance for an audience.

D. A "Runout Concert" shall be defined as any Concert performed by the Orchestra or a segment thereof which the Alliance may present outside the parameters of 35 miles, no more than 250 miles from the SAFE Credit Union Performing Arts Center (SAFE PAC), Sacramento and not requiring an overnight stay.

E. A "Tour Concert" shall be defined as any concert which includes at least one (1) overnight stay, per Article 14.

F. An "Open Rehearsal" is any rehearsal with an audience in attendance. The musicians will be notified of the rehearsal status no later than 48 hours prior to the open rehearsal.

1. In addition to any written notices, the Alliance shall make an announcement prior to the downbeat in an open rehearsal, informing the audience that it is a rehearsal and not a performance.

G. A "Set" shall be defined as a service or group of services culminating in one or more performances of the same program or stage production. For Nutcracker or Ballet services, a set shall be defined as services performed within a seven-day period ending on a Sunday.

1. A Subscription (Classics) Set shall be defined as a series of full orchestra rehearsals and related performances which constitute the primary offering of the SP&O season and are advertised as such in the SP&O season brochure.
2. In-school Education Sets shall be defined as services which culminate in and include free performances in school facilities primarily for children. In-school education sets shall not be required to use score instrumentation.
3. Education Sets shall be defined as orchestral services which culminate in and include performances primarily for children and families (may or may not be paid attendees). Repertoire chosen for the sets shall be appropriate and the instrumentation proportional for the ensemble engaged for the services.
4. Promotional Services shall be defined as radio, television, or other public appearances in which a Musician(s) is expected to perform to promote the activities of the SRPAA. Total call time shall not exceed sixty (60) minutes and total performance time shall not exceed twenty (20) minutes. Rehearsals, if necessary, for such services shall be compensated at the same rate as Promotional Services and shall not exceed forty-five (45) minutes.
5. Chamber Music Sets shall be defined as services which culminate in and include Chamber Music performances. Chamber Music Sets shall not exceed eight (8) performers for each individual work, except for those chamber works whose score instrumentation calls for more performers, which shall be allowed by mutual consent of the parties to this Agreement. Deviations from this Article may occur after consultation with the Orchestra Committee and approval of the Union.
 - a. Each Musician employed for a Chamber Music Set shall be paid Principal Scale per 15.A of this agreement, 2 ½ hour service, per rehearsal or performance service.
 - b. The Alliance will include with each musician's PSA a survey that requests the musician to indicate their interest in: 1) performing chamber music performances; 2) whether the musician is already a member of a chamber music ensemble; and/or 3) is willing to form chamber music ensembles. The Orchestra Committee will approve the survey before it is included in the musicians' PSAs.
 - c. The Parties agree that services defined in this section shall be equitably offered with respect to musicians on the Roster who have indicated interest in this work, and to musicians who are currently part of a standing chamber ensemble or elect to join or form their own standing chamber ensemble.
 - d. The Parties also agree that pension will be paid per Article 17.A on all services described in this section.
 - e. A 25% premium shall be paid to any musician acting as "Artistic Coordinator" for a Chamber Music Set as defined in this section. The "Artistic Coordinator" role will be responsible for managing rehearsals and may assist the Alliance in

identifying and providing music. The Alliance shall be responsible for purchase, printing, and distribution of any music, and for all copyright responsibilities.

- f. For Chamber Music Sets there shall be a minimum of one (1) rehearsal service and one (1) performance. Ensembles may request additional rehearsals based on the length and difficulty of any program. Such requests will not be unreasonably denied. The Alliance shall consult with the Artistic Committee, and with the musicians engaged for any Chamber Music Set, to determine the appropriate number of additional rehearsals for any set under this section.
- g. For Chamber Music Sets in which the performance of music is a featured focus of the event, performance time for music programmed shall not exceed eighty (80) minutes in a 2.5-hour service. Break time during performances will be taken at the discretion of the musicians in the ensemble.
- h. For Chamber Music Sets in which the performance is not the featured focus of the event, performance time under this section may include two sixty (60) minute performance segments (including any spoken presentation in between musical selections), with thirty (30) minutes of break between performance segments. In these settings, the first sixty (60) minute segment can be used as a rehearsal. If said rehearsal cannot be held at the performance site, up to thirty (30) minutes travel time between rehearsal and performance locations may be added to the service, to be paid at straight time. Travel time under this section shall not count towards the thirty (30) minutes of break.
- i. An Education and Community Engagement Oversight Committee, comprised of three (3) staff musicians chosen by the Orchestra Committee; Alliance staff; and interested members of the Board of Directors, will meet twice annually to review Education and Community Engagement chamber music services.
- j. Chamber music services performed under Article 8.G.5 may not be used in any proceedings under Article 29 of this agreement (Reseating and Dismissal of Tenured Musicians).

6. Chamber Orchestra Sets shall have a minimum string count of 7/6/5/4/3 and shall use score instrumentation. Repertoire chosen for the Chamber Orchestra Sets shall be appropriate for the ensemble engaged for the services and the instrumentation proportional. The Artistic Committee must agree with the Alliance that the repertoire is appropriate for a Chamber Orchestra. Standard wage scales shall apply.

- a. Split Orchestra (Chamber Orchestra) Sets are counted as one Subscription (Classics) set per Article 15.F, but where the orchestra performs two (2) Subscription (Classics) sets with different programs in two (2) consecutive weeks. All titled strings on the Roster as well as wind, brass, and percussion according to score instrumentation will be offered both of the two Split Orchestra (Chamber Orchestra) Subscription (Classics) sets. All section strings will be offered at least one of the two Split Orchestra (Chamber Orchestra) Subscription (Classics) sets.
 - i. For Split Orchestra (Chamber Orchestra) Sets, section strings shall be asked to indicate their availability and/or their preference to perform in one,

or, if they have no preference nor limited availability, either, of the two Split Orchestra (Chamber Orchestra) Subscription (Classics) sets in their PSAs.

ii. In a Split Orchestra (Chamber Orchestra) Set, each of the split sets will be counted individually toward the minimum attendance requirement for any Musician as specified in Article 11.B.3.

iii. After all Staff string section Musicians have been offered at least one of the Split Orchestra (Chamber Orchestra) sets, work distribution as specified in Article 22 (Extended Service call order for section strings) shall be used to fill any vacancies before extra (non-Staff) musicians are offered services.

iv. For section string Musicians who perform on both Split Orchestra (Chamber Orchestra) sets, the services from only one of the two sets will count as Extended Services in future work distribution as per Article 22.B.

b. When the SRPAA schedules Chamber Orchestra sets to be performed in venues with seating capacity of 500 or less, the SRPAA may request from the Union, after consultation with the Artistic Committee, to have a lower minimum string requirement than required in Article 8.G.6 above so that the string minimum requirement would be appropriate for the size of the venue and the chosen repertoire.

7. Pops Sets shall be orchestral services which include standard popular repertoire and may also include light classical music. Deviations from published score instrumentation, including doubling, shall be approved by the Orchestra Committee and Union and not be unreasonably denied. Minimum string count shall be no less than 8/6/4/4/3.

8. Opera Sets shall be services in which a full or complete opera is rehearsed or performed for a staged or concert performance(s). Deviations from published score instrumentation, including doubling, shall be approved by the Orchestra Committee and the Union, and will not be unreasonably denied. Minimum string count for Opera Sets shall be no less than 8/6/4/4/3.

9. Ballet/Nutcracker Sets will use a standard orchestration with minimum strings of 6/4/4/4/2.

10. Ballet Repertoire Sets will use score instrumentation as required.

ARTICLE 9 SCHEDULING

A. The Alliance will notify each Staff Musician in writing postmarked no later than May 1st prior to the commencement date of the following Season of the information set forth hereinafter pertaining to such Season:

1. The proposed date of their commencement of employment.
2. Performance dates and rehearsal dates and proposed repertoire.

3. The SRPAA shall send a copy of such notice to the Union.

4. A Season Calendar for all services in a concert season will be sent via email to each Staff musician by May 1. The calendar will be sent via regular mail as well to individual musicians who request it.

a. PSAs mailed to musicians must include a notice to the musician that they may receive correspondence via regular mail instead of email. If the musician returns the notice requesting all future notices be sent via regular mail, that request will remain in effect until the musician notifies the SRPAA otherwise.

b. The rehearsal and performance schedule shall be included on the Season Calendar of a concert season, sent to the musicians by May 1 as indicated above.

c. If any revisions or schedule changes are made after May 1 in the Season Calendar, a new Season Calendar, with the date of the new Calendar clearly indicated and with the revisions clearly indicated, shall be sent via email and regular mail to each musician.

B. In the event that the Alliance determines that any change in date and/or time of Service or Services scheduled in accordance with Article 9.A hereof should be made, such change of Service or Services may be made by the Alliance upon notification thereof to the Orchestra Committee by no less than five (5) weeks prior to the date of the affected service and to the Musicians by no less than four (4) weeks prior to the date of the affected service.

C. A change in the date and/or time of Service may be made on less than four (4) weeks' notice provided that, if an affected Musician is unable to play due to a pre-existing demonstrable conflict, the affected Musician will be paid for the service(s), and such services will be counted towards fulfilling the affected Musician's employment requirements under Article 11.B.

D. If a Service venue is unavailable for any Service scheduled as aforesaid, the place of such Service may be changed by the Alliance and notice of the new Service venue shall be given to the Musicians at any Rehearsal or Concert by the Alliance, and by written notice with three (3) days' notice of such a change.

ARTICLE 10

DUTIES AND OBLIGATIONS OF MUSICIANS AND THE SRPAA

A. A Musician in accepting employment with the Alliance agrees to be bound by their PSA and by all the provisions of this Master Agreement and agrees to attend and play at all Rehearsals and Concerts given by the Orchestra or any segment thereof; to use their best endeavors to perform the services required of them; to conform to such reasonable rules and discipline as may be prescribed from time to time by the Alliance and the Music Director; and to maintain such artistic standards as may be prescribed by the Music Director and the Alliance; and on the whole exhibit professional and supportive attitude and behavior toward the Alliance and its representatives and each other.

B. The Musician agrees to be present at all Rehearsals and Concerts and in their chair ready to play at least five minutes prior to the scheduled beginning of the service; and to remain

throughout all Services until the end unless excused from so doing by the conductor or the Personnel Manager.

C. The Musician agrees to perform any incidental solo or obbligato as may appear in their normally assigned part without additional compensation.

D. The Musician agrees to provide, at their own expense, a satisfactory instrument or instruments for all Services, the exceptions being: keyboard instruments, bass drum and tam-tam. If the Musician does not own the following instruments, the Alliance shall provide them or negotiate rental rates with other staff musicians: vibraphone, marimba, chimes, crotales, and additional exotica to be negotiated.

E. Concert Dress:

The Musician further agrees to furnish and wear such afternoon or evening dress as is required:

All black, Option 1 - Black suit, black long-sleeved collared dress shirt. Black socks/stockings, shined black dress shoes. No tie necessary but must be black if worn.

All black, Option 2 - Black suit, black long-sleeved dress shirt, or black dress/skirt with three-quarter or long-sleeved blouse. Black socks/stockings/hose, black dress shoes. Dress/skirt length to be completely covering the knee or longer, sitting or standing.

For Pit Black, Suit Coats are optional. All other provisions in each option remain in place.

NOTE: Long sleeves are below the elbow; dress slacks are long, formal loose-fitting black pants; small black purse or bag may be allowed on stage; if individual instruments require other equipment to be brought on stage, carry bags should be black, neutral in style, and not distracting. Unobtrusive jewelry may be allowed.

Deviations from the dress codes above shall be mutually agreed upon by the Parties.

ARTICLE 11

ATTENDANCE AND TARDINESS

A. Excused Absence Policy:

1. A Staff Musician shall be entitled to an excused absence, without pay, for each set with four rehearsals, not to include dress rehearsals. Excused absences may not be used in addition to personal leave services as per Articles 17.C. Notice of such excused absences shall be given no less than fourteen (14) days prior to the service from which the Musician wishes to be excused.

2. A Staff Musician may additionally request one excused absence for one rehearsal, without pay, for each set with three rehearsals, not to include dress rehearsals. Requests for these excused absences shall be made not less than fourteen (14) days prior to the service from which the Musician wishes to be excused. Requests for such excused absences will not be unreasonably denied.

B. Subscription (Classics) Set Excused Absences:

1. Each Staff Musician shall be required to perform all Subscription (Classics) Sets offered in the Musician's PSA unless the Musician is excused for a particular Subscription (Classics) Set as provided in this Article 11.B (hereinafter called "Excused Absence"). Any Excused Absence under this Article 11.B will not affect the Musician's status in the Orchestra, subject to the requirements of Article 11.B.3 herein.
2. A Staff Musician may obtain an Excused Absence from any Subscription (Classics) Set by giving written notification to the Personnel Manager at least fourteen (14) days prior to the first Service in the Set to which the Excused Absence applies.
3. Retroactive to July 1, 2024, the number of Excused Absences to which a Staff Musician is entitled shall be limited so that the Staff Musician performs at least 50% of all Subscription (Classics) Sets offered in the Staff Musician's PSA over the next two consecutive seasons. No season in which two (2) or fewer Subscription (Classics) sets are offered to a Musician will be used in the computation of this attendance requirement. All attendance requirements as stated above are reset to "zero" effective the beginning of any season which follows a season that has less than five (5) Subscription (Classics) sets, with each set containing 4 or more rehearsals offered in Staff Musicians' PSAs. The 2024-2025 concert season shall serve as the first season in the two-year computation of such requirements.
4. Absences not conforming to the definition of an excused absence provided in Article 11 (hereinafter called "Unexcused Absence") may result in disciplinary action for Just Cause, up to and including dismissal per Article 30. Musicians may request exceptions to this policy for absences due to Tier One symphony employment elsewhere, such exceptions not to be unreasonably withheld.

C. Nutcracker/Ballet absence policy:

1. Ballet sets, that are not within a Nutcracker set, shall have the same absence policy as outlined in 11.A.1 and 11.A.2.

For the Nutcracker, the Alliance shall not be required to grant an excused absence to any musician, except for illness or other demonstrable emergency, after twenty-eight (28) days prior to the first Nutcracker service.

2. For Nutcracker/Ballet services, the following hiring procedures shall apply:

Step 1. Along with the PSA shall be included a separate Nutcracker Availability Form, listing all services scheduled in conjunction with performances of the Nutcracker.

Step 2. The Nutcracker Availability Form, indicating the musician's availability for each Nutcracker service, shall be returned to the SP&O no later than one week after issue for 2025, and no later than June 30 in subsequent seasons.

Step 3. Upon receipt of the Nutcracker Availability Forms in 2025, or before July 31 in subsequent seasons, Alliance, and Union representatives shall meet in order to review the proposed distribution of Nutcracker employment among Staff Musicians for the current season.

Step 4. The Alliance shall offer employment for the Nutcracker as follows, in accordance with the Master Agreement:

- a) All titled position Staff Musicians and wind, brass, and percussion Staff Musicians shall receive First Call on their primary instrument(s) in accordance with the Master Agreement and based on their availability in accordance with Article 11.C.2.
- b) Without exception, all other string section Staff Musicians shall receive First Call based on the amount of Nutcracker/Ballet work offered for the previous two seasons. Staff musicians who meet the attendance requirements and who offered the fewest Nutcracker/Ballet services in the immediate preceding two seasons shall receive first call.
- c) In filling the remaining vacancies, preference shall be given to Staff Musicians by call order (winds, brass, and percussion) or based on the number of Nutcracker/Ballet services offered in the previous two seasons (with Staff Musicians with the fewest amount of services receiving the highest priority), and finally by availability to fill the most number of vacancies. Vacancy work offers will be based on the Availability Form submitted by the musician (see Step 2) by the specified deadline. Openings in the musician's availability after that date may not be considered in filling vacancies.

Step 5. In filling any remaining vacancies, the process specified in Step 4 will be repeated.

Step 6. No later than October 1 for the 2025 season, or by August 1 of each subsequent Season in which the Alliance has an agreement to perform Nutcracker services, the Alliance shall send offers of Nutcracker employment to Staff Musicians in accordance with the work allocation provisions cited above.

Staff Musicians shall accept or decline such employment no later than October 15 for the 2025 season, or by August 31 of each subsequent season. Any Staff Musician not accepting the offered employment by the accept/decline date in the preceding sentence shall be deemed to have declined it.

In the event a Staff Musician has a change of availability resulting in a request for an excused absence(s), Steps 4 & 5 above shall be repeated to fill the resulting vacancies, giving preference to Staff Musicians who were offered the least amount of Nutcracker/Ballet services during the preceding two seasons and are available.

The Parties agree to meet in a timely manner and to work cooperatively should the dates in Steps 1-6 above require adjustment.

For other non-Nutcracker Ballet sets, a similar process as described above shall occur.

D. Tardiness:

A musician shall receive a written warning in the event of tardiness. The Musician may appeal tardiness warning to Personnel Manager or the CEO if tardiness was caused by extenuating circumstances. Habitual or excessive tardiness may result in disciplinary action for Just Cause, up to and including dismissal per Article 30, for staff musicians, or removal from Sub Lists for substitute musicians.

ARTICLE 12 LEAVES OF ABSENCE

A. Tenured Musicians may request a leave of absence, without pay or change in tenure or ranking status, of up to two (2) full seasons after completion of three (3) consecutive seasons.

1. A written request to take such leave must be submitted to the SRPAA no less than 90 days prior to the leave. No request shall be unreasonably denied.
2. Requests shall be processed in the order received and the SRPAA shall respond in writing within 30 days of receipt of the request or the request shall be considered approved.
3. The SRPAA agrees to recognize special circumstances when considering requests for extensions to a Tenured Musician's leave of absence and/or variances to the deadlines for leave of absence requests stated herein, especially with regard to situations in which a Musician is awaiting a tenure decision in a new orchestra job in which their status is probationary. Such requests shall not be unreasonably denied.

B. Emergency leave:

Probationary and Tenured Musicians may request an emergency leave of absence, without pay or change in tenure status, for good cause including but not limited to the following: death/illness/emergency in immediate family/household; illness or injury which precludes Musician from participating in scheduled services; or maternity/paternity/family leave. Such request shall be in writing (if possible) and shall not be unreasonably denied. Length of leave shall be limited to one (1) season plus the balance of the current season if request is made in mid-season. Extensions to this time limit may be requested and will not be unreasonably denied.

ARTICLE 13 BREAKS, DURATION AND TIMING OF SERVICES

A. Breaks:

1. Performances: Intermission at performances shall begin when the Orchestra is permitted to leave the stage or pit and shall end when the Concertmaster is notified to tune the Orchestra.
2. Rehearsals: The break (intermission) at a rehearsal shall begin when the Orchestra is dismissed by the Conductor or the Personnel Manager and shall end when the Concertmaster is notified to tune the Orchestra.
3. The following minimum intermission provisions shall pertain to all Services:

Service Duration	Intermission Duration
3 hours	25 minutes
2 ½ hours	20 minutes
2 hours	15 minutes

4. No segment of a Service shall exceed ninety (90) minutes without an intermission except with prior agreement of the Orchestra Committee.

5. For every thirty (30) minutes of overtime, five (5) additional minutes of intermission time shall be scheduled at any time during the Rehearsal.

B. Duration of Services:

1. Should the duration of any Service exceed two and one-half (2 1/2) hours, or three (3) hours when applicable, overtime shall be paid in accordance with the provisions of Article 15.

2. A Special 2 hour service shall be permitted for any performance of the Nutcracker.

3. In-School or Educational Programs shall consist of not more than two fifty (50) minute programs within 2 1/2 hours or less duration. The programs shall be separated by an appropriate intermission. (See Article 13.A.3) Such programs shall represent one service.

C. Timing of Services:

1. There shall be an interval of no less than one and a half (1.5) hours between any two services, and no less than 2 hours between the dress rehearsal and a performance.

2. No Service shall commence before 10:00 a.m. unless otherwise agreed upon by the Alliance and the Union.

3. The published start time of any service shall be considered the start time for the purpose of the calculation of overtime and the timing of breaks. Any rehearsal is considered ended when the Orchestra is dismissed by the conductor or Personnel Manager. A performance shall be considered ended after bows are completed and/or the orchestra is permitted to leave the stage or pit.

4. Scheduled Rehearsal time in any one calendar day shall not be permitted to exceed 6 hours. There shall be no more than two (2) Services in one day. On any day where there is a Run-Out Concert exceeding one hundred thirty (130) miles from the SAFE PAC, there shall be no more than one (1) Service.

D. Sound Checks:

A Sound Check Call shall be defined as a rehearsal beginning no earlier than one (1) hour prior to performance start time and ending no later than one-half (1/2) hour prior to performance start time. Sound Check Calls will be paid at 150% of scale wages pro-rated for one-half (1/2) hour.

ARTICLE 14

TRANSPORTATION, TRAVEL ALLOWANCE, AND RUN-OUT CONCERTS

As opportunities present themselves, the Alliance and the Union, in consultation with the Orchestra Committee, will discuss and separately negotiate all details pertaining to possible Tours and Run-outs, including but not limited to compensation, suitable transportation and lodging, scheduling and time limitations, appropriate instrument and luggage transport and security, meal and mileage allowances, and issues of the Orchestra members' personal welfare and safety.

ARTICLE 15

COMPENSATION

A. Wages:

Upon ratification of this Agreement, every Staff Musician shall receive \$100 in additional compensation, to be paid before June 30, 2025.

2025-2026 (3.03%)	2.5 hr service	3 hr service	OT per 1/2 hr	Sp 2 hr Nutcracker	Promo Service
Section	\$ 170.00	\$ 204.00	\$ 51.00	\$ 156.90	\$ 110.84
Assistant Principal	\$ 187.00	\$ 224.40	\$ 56.10	\$ 172.60	\$ 121.92
Principal	\$ 212.50	\$ 255.00	\$ 63.75	\$ 196.13	\$ 138.55
2026-2027 (2.65%)	2.5 hr service	3 hr service	OT per 1/2 hr	Sp 2 hr Nutcracker	Promo Service
Section	\$ 174.50	\$ 209.40	\$ 52.35	\$ 161.06	\$ 113.77
Assistant Principal	\$ 191.95	\$ 230.34	\$ 57.59	\$ 177.16	\$ 125.15
Principal	\$ 218.13	\$ 261.75	\$ 65.44	\$ 201.32	\$ 142.22
2027-2028 (2.87%)	2.5 hr service	3 hr service	OT per 1/2 hr	Sp 2 hr Nutcracker	Promo Service
Section	\$ 179.50	\$ 215.40	\$ 53.85	\$ 165.67	\$ 117.03
Assistant Principal	\$ 197.45	\$ 236.94	\$ 59.24	\$ 182.24	\$ 128.74
Principal	\$ 224.38	\$ 269.25	\$ 67.31	\$ 207.09	\$ 146.29
2028-2029 (3.62%)	2.5 hr service	3 hr service	OT per 1/2 hr	Sp 2 hr Nutcracker	Promo Service
Section	\$ 186.00	\$ 223.20	\$ 55.80	\$ 171.67	\$ 121.27
Assistant Principal	\$ 204.60	\$ 245.52	\$ 61.38	\$ 188.84	\$ 133.40
Principal	\$ 232.50	\$ 279.00	\$ 69.75	\$ 214.59	\$ 151.59

B. The 3-hour opera service rate is only for Subscription (Classics) sets when a full or complete opera is rehearsed or performed, whether staged or a concert version.

C. Opera/Ballet overtime is twelve and one-half percent (12.5%) of Opera/Ballet rate per fifteen minutes in any increment. All other provisions of the Agreement shall apply to these services.

D. Doubling:

1. 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).

a. Percussion Doubling

For the purposes of this item, Percussion is defined as any percussion instrument that is not timpani.

Orchestrated percussion parts go to Percussionists and timpani parts go to the Timpanist, regardless of whether they appear in the same book or part. Doubles of percussion and timpani may be permitted only if it does not take employment away from a contracted member of the orchestra, and with the mutual agreement of the Principal Percussionist and Principal Timpanist.

Percussion doubling occurs when a musician plays from two (2) or more of the following categories within a single service:

- Battery (Snare drum, bass drum, cymbals, tambourine, triangle, woodblock, and other standard non-pitched percussion instruments)
- Drum Set
- Mallets (xylophone, glockenspiel, marimba, vibraphone, chimes, and other pitched percussion instruments)
- World/Non-Western Instruments (i.e., conga, bongos, djembe, tabla, bohran, etc.)
- Steel Drums
- Timpani

Percussion may also be eligible for doubling in situations where any extraordinary simultaneous playing of percussion instruments is required to ensure the reasonable coverage of scored percussion parts, such as a large multi-percussion set-up. The musician playing in such situation shall deem whether the doubling is extraordinary or not. Such doubling shall not be unreasonably denied by the Alliance.

b. In all other instances not outlined above, if a musician chooses to play a second instrument for ease of playing but it is not required by the instrumentation in the score, conductor, or considered standard practice, doubling will not be paid.

2. In the event that a Musician is required to play a second instrument at any Service, they shall be paid, in addition to their regular compensation for such Service, twenty-five percent (25%) of that Musician's individual per service rate for the first double, and ten percent (10%) of that Musician's individual per service rate for each additional double. Musicians shall have the right to refuse doublings not listed in Article 15.D or any unusual combination of instruments.

E. Cartage:

1. Instrumentalists moving the following instruments shall receive a \$25.00 cartage fee per move for a round trip: harp, keyboard(s), and amplifier(s). There shall be a maximum of \$125 per day per musician and a maximum of \$375.00 cartage fee per set per musician. Cartage shall be limited to occasions when a Musician actually transports their instruments for sets.

a. The Personnel Manager (or designee) and the principal percussionist will confer about any relevant rental and cartage considerations before the first rehearsal of any set.

b, In-house move: An In-house move shall be defined as a one-way move within the venue - for example, from the lobby or green room to the stage or pit. In such circumstances, the cartage fee shall be 50% of the below named fee; however, the per day and per set maximums will continue to apply.

c. Percussion instrumentalists shall receive the following fees, per move for a round trip:

- Timpani: \$25 per drum
- Drum Set: \$50
- Marimba, up to and including 4.3 octaves needed: \$50
- Marimba, more than 4.3 octaves needed: \$75
- Vibraphone: \$50
- Xylophone: \$50
- Chimes, full set: \$75
- Chimes, individual mounted on rack, per chime: \$5
- Glockenspiel: \$30
- Concert Bass Drum with stand: \$30
- Crotales: \$30 per octave
- Other large, heavy, or unique percussion instruments: \$30

2. Each Musician transporting a double bass, contrabassoon or tuba shall be paid cartage of \$20.00 per round trip when parking within 200 feet of the facility entrance is not provided.

F. Guaranteed Services

In the 2025-26, 2026-27, and 2027-28 seasons, the following Services shall be guaranteed:

A minimum of seven (7) Subscription (Classics) sets.

- Four (4) Subscription (Classics) sets will have full strings.
- One (1) Subscription (Classics) set may have reduced string sections.
- One (1) Subscription (Classics) set may be a Chamber Orchestra set.
- Five (5) Subscriptions (Classics) sets will have a minimum of four (4) rehearsals each.
- One (1) Subscription (Classics) set utilizing full strings will have an additional fifth (5th) rehearsal.
- One (1) Subscriptions (Classics) set will have an additional 2nd performance.

- Two (2) Opera Sets shall have a minimum of four (4) rehearsals, and shall utilize minimum string counts per Article 8.G.8.
- One (1) Opera set will have an additional 5th rehearsal
- One (1) Opera set will have an additional 2nd performance
- A minimum of one Educational set with at least three (3) services.

In the 2028-29 season, one additional set, as described per the Guarantees above, will have a 2nd performance.

G. Members of the Auditions and Appeals Committees shall be reimbursed one service pay at section rates per Article 15.A for up to five hours (minimum of one service payment per day for Audition and Appeals Committees) for time spent in connection with all auditions/meetings called for in Articles 27 & 29. Overtime rates shall apply after ten (10) hours in one day. Travel pay will apply as per regular services.

H. Subscription (Classics) sets will have the service schedule of four (4) 2.5-hour rehearsals as follows: Thursday 3:30 – 6:00 PM and 7:30 – 10:00 PM; Friday, 3:30 – 6:00 PM and 7:30 – 10:00 PM; and Saturday performance in the SAFE PAC in Sacramento, 7:30 – 10:00 PM. If an additional rehearsal is required, it will occur on either Wednesday, 7:30 – 10:00 PM or Saturday at a mutually agreed upon time between Alliance and Union, so long as the timing of services in Article 13.C is adhered to. The Dress Rehearsal shall be the last rehearsal before the performance. For a Sunday afternoon performance, the service schedule shall be 2:00 PM – 4:30 PM.

I. The service schedule for Opera Sets will be agreed upon by the Alliance and the Orchestra Committee by at least 90 days before the first service of the season in which the set is to take place.

J. Every musician listed in the Roster will be offered at least three (3) Subscription (Classics) sets during each season.

1) For Section Flute, the following shall apply:

- a. In the event that the Alliance is only able to offer two total Subscription (Classics) Sets or Opera sets to Section Flute in a given year:
 - Section Flute shall be additionally paid at the applicable Subscription (Classics) Set section wage rate for five (5) services, to assure adherence to Article 15.J.1.
 - If the Alliance is able to offer Pops services to Section Flute in that year, the Alliance shall only be obligated to pay Section Flute the difference between five (5) services and the number of these Pops services offered, at the applicable Subscription (Classics) Set section wage. (For example, if the Alliance offers Section Flute three (3) Pops services and Section Flute declines, the Alliance shall be obligated to pay only two (2) services to Section Flute).

- b. Only Opera Sets shall be included in the minimum set requirements per Article 11.B.3 of this Master Agreement.
- c. If the Alliance offers a third (or more) Subscriptions (Classics) Set(s) or Opera Set(s) in a given year to Section Flute and Section Flute declines the work offer(s), the Alliance shall not be obligated to pay Section Flute additional wages and associated benefits for work not performed.

K. Grace Period

- 1) For all Opera Sets, should the rehearsal or performance exceed three hours, overtime shall apply; however, a five (5) minute grace period at the end of three hours shall be allowed without additional overtime compensation.
- 2) For Special 2-hour Nutcracker services, the grace period language specified in the Nutcracker Side Letter shall continue to apply.
- 3) For Other Ballet services, should the rehearsal or performance exceed 2.5 hours, overtime shall apply; however, a five (5) minute grace period at the end of 2.5 hours shall be allowed without additional overtime compensation.
- 4) For all Pops sets (including, but not limited to, Movie concerts, video game concerts, etc.) a five (5) minute grace period at the end of the service shall be allowed, without additional overtime compensation, so long as the additional time is five minutes or under in length.
 - a. For Pops sets as described above, the Principal Percussion may request an additional service in compensation for percussion stage set up and logistics. Such request shall not be unreasonably denied by the Alliance.

ARTICLE 16 PAYROLL

A. The Alliance shall make the following payments with respect to the Musicians' services for each set/engagement:

- 1. To each Musician, by check or, upon written request of a Musician by direct deposit, wage compensation, cartage and travel pay to which the Musician is entitled under this Agreement, less withholding required by Federal and California law and any voluntary dues check-off. This payment shall be postmarked no later than seven (7) business days after the conclusion of the set/engagement.
- 2. To the Union, the total amount of voluntary dues check-offs withheld from Musicians' compensation for the set/engagement, the payment to be postmarked no later than seven (7) business days after the conclusion of the set/engagement.
- 3. To the Union, the pension payments on behalf of Musicians as stipulated in Article 17 of this Agreement.

B. Prior to the first rehearsal for each set, the Alliance shall provide the Union with:

1. A copy of the bank statement for the bank account from which the SRPAA will disburse payroll funds showing a balance at least equal to the Alliance's estimate of the total payments that will be due to or paid on behalf of Musicians (compensation, including withholdings, cartage, travel, pension) for the set.

2. A copy of such estimate.

3. Failure to provide payroll information in the manner set forth in Article 16.B.1 shall release the Musicians from the mandatory obligation to perform the rehearsals and performances. The Personnel Manager must inform the Contract Musicians, all Substitute and Extra Musicians immediately to cancel the set. Musicians shall receive one half the pay they would have received for playing the set as a cancellation fee.

C. Should the SRPAA twice fail during the term of this Agreement to deposit the payroll in the manner set forth in Article 16.B.1, the Union reserves the right to require that a bond be posted by the Alliance in the amount of no less than the total payroll costs of a standard Subscription (Classics) set, the amount of which shall be determined by averaging the costs of Subscription (Classics) sets performed in the previous two (2) seasons.

D. Pursuant to a voluntary dues check-off authorization form, the SRPAA agrees to deduct from the wages of each Musician, work dues, in such amounts as are uniformly required by the Union and/or the AFM of its members. The voluntary Dues Check-Off Authorization Form shall be irrevocable for a period of one (1) year or until the expiration of the then current Agreement, whichever occurs sooner, and the authorization shall be renewable automatically for successive periods of one (1) year or for the period of each succeeding applicable Agreement, whichever is shorter. The Alliance shall remit to the Union all monies deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made, no later than seven (7) days following each pay period.

E. Within thirty (30) business days after the conclusion of each set/engagement, the Alliance shall provide the Union with a statement showing all payments made to or on behalf of Musicians performing in the set/engagement.

F. The Alliance shall maintain workers' compensation insurance covering all Musicians employed for each set/engagement.

ARTICLE 17 BENEFITS

A. Pension:

The SRPAA agrees to become a party to the Agreement and Declaration of Trust establishing the American Federation of Musician and Employers' Pension Fund (as it may be amended from time to time) and adopts the Fund's Rehabilitation Plan which are incorporated by reference into this Agreement. Payment shall be made by the Alliance to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) in the amount of 11% of each Musician's wages, including doubling, premiums, overtime, and step-up pay.

Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth wage amounts for each Musician on behalf of whom pension is being paid, the

Musician's name, social security number, current address, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. Both payment and report shall be sent to Local 12 for processing, per AFM-EPF rules, within twenty (20) days following each concert set. 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.

B. Travel Pay:

1. Musicians traveling more than 60 round trip miles for any service shall be paid at the following rates per mile, for each mile traveled in excess of 60 round trip miles:

	Rate per mile
2025-2026	\$0.45
2026-2027	\$0.46
2027-2028	\$0.47
2028-2029	\$0.48

Total mileage compensation shall not exceed the following per day:

	Daily Mileage Cap
2025-2026	\$51.25
2026-2027	\$52.50
2027-2028	\$53.75
2028-2029	\$55.00

2. Musicians must provide a residing address to the Alliance for calculation of mileage compensation. The Alliance shall include mileage compensation information on each Musician's individual PSA. Musicians shall be required to notify the SRPAA of any change of address no fewer than thirty (30) days after change of address to effect a change to per service mileage compensation. Without proper notification, the Alliance shall use the lesser of the two distances between the Musician's new residence location and the SAFE PAC or the Musician's old residence location and the SAFE PAC.

3. Housing. Musicians traveling more than 60 miles one-way may request a host stay no less than two weeks prior to the first service. Musicians receiving a host stay for a set shall only receive travel for the days they actually travel to and from Sacramento. If no host is available any musician eligible for a host stay will have the alternative of requesting a hotel. The Alliance will negotiate discounted rates at local hotels, which shall have at least 70% positive customer ratings on Google, Yelp, or Trip Advisor. The Alliance is not required to provide ground transportation from host stay or hotel to the rehearsal/performance venue. Musicians who stay locally in the hotel that the Alliance negotiates a discounted rate for shall be reimbursed for accommodations at a rate equal to their daily qualifying mileage reimbursement or 50% of the cost of the hotel room,

whichever is greater. The total reimbursement per concert set shall not exceed an amount equal to the Musician's qualifying mileage reimbursement for each day of services or 50% of the cost of the hotel stay, whichever is greater.

C. Paid Sick/Personal Leave:

Each Musician shall be entitled to use two (2) paid, unquestioned sick/personal leave services each Season during the term of this Agreement. Personal leave services may not be used on dress rehearsals or performances, nor on opera sets with four (4) rehearsals. For opera sets with five (5) rehearsals, staff musicians may miss one (1) service, so long as it not an orchestra-only reading rehearsal or dress rehearsal.

1. A musician may only use either one (1) paid personal leave service or one (1) unpaid excused absence (as per Article 11.A) for sets with four (4) or more services.
2. Neither personal leave services nor excused absences may be used for sets with fewer than 4 services (except as per Article 11.A.2 in the case of excused absences) nor for dress rehearsals.

D. Parking:

Free parking within no more than three (3) blocks shall be provided at all services. In the event that a Musician is required to find their own parking they will be reimbursed, upon presentation of expense documentation, up to \$25.00 per service. The reimbursement cap may be renegotiated if the arrangement with parking provider changes during the term of this Agreement.

1. The Personnel Manager will provide a list of alternate garages/parking lots and rates in case the designated parking garage is full or unavailable for a service. This list will be included in every worksheet for the musicians.

ARTICLE 18 SRPAA Roster

A list of all Staff Musicians of the SP&O and their positions as of the date of execution of this Agreement is attached to this Agreement as "SRPAA Roster."

ARTICLE 19 ORCHESTRA COMPLEMENT

A. The following Orchestra positions shall constitute the complement of Musicians of the Sacramento Philharmonic Orchestra. Personal Service Agreements shall reflect these following positions:

1. Principal Positions:
Concertmaster (see Article 2.G)
Assistant Concertmaster
Principal second violin
Principal viola
Principal cello

Principal double bass
 Principal flute
 Principal oboe
 Principal clarinet
 Principal bassoon
 Principal horn
 Principal trumpet
 Principal trombone
 Principal tuba
 Principal timpani
 Principal percussion
 Principal harp
 Principal keyboard

2. Assistant Principals Positions:

First stand inside, second violin
 First stand inside, viola
 First stand inside, cello
 First stand inside, bass
 Third horn

3. Section String Positions:

First violin (10)
 Second violin (8)
 Viola (6)
 Cello (6)
 Double bass (4)

4. Section Woodwind, Brass and Percussion Positions:

Second flute
 Third flute/piccolo
 Second clarinet
 Third/bass clarinet
 Second oboe
 Third oboe/English horn
 Second bassoon
 Third bassoon/contrabassoon
 Second horn
 Fourth horn
 Utility horn
 Second trumpet
 Third trumpet
 Second trombone
 Bass trombone/third trombone
 Second percussion
 Third percussion

B. The number of Staff Musicians as listed in the attached Roster may be in excess of the positions listed in this Article as a result of the merging of the former Addendum B Roster into the former Addendum A Roster.

C. The parties agree that auditions to fill permanent vacancies per Article 27 herein will only be required in order to maintain the Musician positions and number of section Musicians as listed in this Article.

D. Attrition: The Parties agree to allow string attrition for one Subscription (Classics) Set with full strings per Concert Season from the required complement to the following minimum levels: First Violins: 10; Second Violins: 8; Violas: 7; Cellos: 7; Bases: 5.

E. Part assignments not specifically addressed in this agreement or side letters require consultation with the principal(s) of the affected section(s).

ARTICLE 20 SUBSTITUTE AND EXTRA MUSICIANS

A. Section Principals or qualified Staff Musicians, for those sections without Principals, and the Personnel Manager, in consultation with the Music Director, shall determine Substitute/Extra lists in ranked order for each section. All Musicians listed in the Roster shall be given first call in ranked order for all employment as defined in Article 8.G.1-10 requiring Substitute or Extra Musicians. All such Substitute/Extra employment for Staff string Musicians shall be distributed per the provisions of Article 22.

1. The Personnel Manager at the beginning of each concert season shall request from each Principal Musician of each section on the Roster a Substitute/Extra list in ranked order with contact information.

B. A separate Principal Substitute list shall be compiled by the Music Director, in consultation with the section Principal, or Personnel Manager in the absence of a Principal Musician; this list will specify Principal Substitutes for each section including qualified Staff Musicians from within each section.

1. A minimum of two non-titled Staff Musicians from each string section shall be included on this list (for the purpose of this section, 1st and 2nd Violins shall be considered as a single section).

2. For all sections, Staff Musicians on a Principal Substitute list shall be called before non-Staff musicians.

3. Any Staff Musician not included on any Principal Substitute list may request and receive a detailed justification from the SRPAA as to why their name was not included, and further request a reconsideration of their inclusion from the Music Director.

C. The Music Director shall have final authority with regard to the ranked order of these lists.

D. These lists will be revised and updated as necessary, and copies sent to the Union immediately upon each revision.

E. The Alliance will refer to the appropriate Substitute list and hire in the specified ranked order for all Substitute and Extra Musicians.

F. If a score requires instruments not played by any Staff Musicians, the Alliance may engage non-Staff Musicians for these services.

1. Staff or non-Staff musicians engaged to play a specialty instrument(s), e.g., harpsichord, electric bass, saxophone, heckelphone, will receive no less than Principal wages as specified in Article 15.A.

ARTICLE 21

SEATING AND STEP-UP

A. Seating:

In the case of non-titled string Musicians, individual stand and chair assignments will be determined by the Music Director, with input from the Personnel Manager and Principal Musician of the section concerned.

B. Step-up Procedures:

Staff Musicians shall be advanced per the following rules to fill temporary vacancies, or permanent vacancies prior to their being filled by audition:

1. Concertmaster:

In the absence of the Concertmaster, the designated Assistant Concertmaster shall serve as Concertmaster. In the further absence of the Assistant Concertmaster, the Music Director may choose a qualified Section violinist to serve as Concertmaster, or may refer to the Principal Substitute list for a replacement, or may choose a replacement from outside of the SP&O.

2. Assistant Concertmaster:

In the absence of the Assistant Concertmaster, the Music Director may choose a qualified Section violinist to serve as Assistant Concertmaster or may refer to the Principal Substitute list for a replacement.

3. String Section Principals:

In the absence of a String Section Principal, the Assistant Principal of that section shall serve as Principal. In the further absence of the Assistant Principal, the Music Director may choose a qualified Staff Musician from the section to serve or may refer to the Principal Substitute list for a replacement.

4. String Section Assistant Principals:

In the absence of a String Section Assistant Principal, the Music Director, in consultation with the Principal, will advance a Staff Musician to fill the vacancy.

5. Principal Woodwinds, Brass and Percussion:

In the absence of a Principal Musician in the Woodwind, Brass, or Percussion Sections, the Music Director shall fill the vacancy from the Principal Substitute list in ranked hiring order.

6. Section Woodwinds, Brass and Percussion:

Section vacancies in the Woodwind, Brass and Percussion Sections shall be filled by advancement within the Section or by selection in ranked order from the Substitute list,

with the exception of the horn section. The requirement to offer work to section Musicians for temporary vacancies in “specialty” chairs (e.g., English horn, contrabassoon, piccolo, bass clarinet, bass trombone) shall be limited to those Musicians who have proficiency on such instruments, subject to the approval of the Music Director.

7. In no case shall a section vacancy in the Woodwind, Brass (except the Horn section) or Percussion Sections be filled in such a manner that causes another Staff Musician in that section any loss of employment or compensation.

8. The Music Director, after consultation with the Principal Horn, shall have discretion to fill temporary vacancies in the horn section in consideration of “high” and “low” horn parts.

C. Substitute and Extra Musicians hired to fill temporary Section vacancies in the String Sections will not be seated in front of Staff Musicians.

D. For the purposes of this section, any Staff Section Musician may, solely at their option, decline temporary advancement to a Principal or Assistant Principal Chair.

ARTICLE 22

SERVICE DISTRIBUTION FOR SECTION STRINGS

A. Extended Services: Extended Services shall be defined as all services for non-Subscription (Classics) Sets, Reduced Subscription (Classics) Sets, Education Sets, Chamber Orchestra Sets, Orchestral Outreach Sets, Pops Sets, and others as defined in Article 8.G. For purposes of this Article, Extended Services shall not include:

1. Any Nutcracker or ballet sets.

2. Any services requiring ensembles of eight (8) or fewer musicians, or other mutually agreed chamber music sets, including In School Education Services.

B. Extended Services as defined above will be distributed as equitably as possible to all SPO string section Staff Musicians based on the number of Extended Services performed between May 1 and April 30 in the previous year. Staff Musicians who performed the fewest number of Extended Services will receive the highest priority for First Call.

C. In the case of Violin Musicians, the Alliance agrees to hire each section, Violin I and Violin II, section by section. Violin I Staff Musicians shall receive First Call for Violin I positions, and Violin II Staff Musicians shall receive First Call for Violin II positions. When either section’s roster of Staff Musicians becomes exhausted, the Alliance agrees to hire any remaining Staff violinists before hiring a non-SPO Substitute Musician.

ARTICLE 23

WORKING CONDITIONS

A. The Alliance shall provide venues for Concerts or Rehearsals, where lighting is adequate and where temperature and humidity on stage are comfortable.

1. Any complaints with respect to such matters shall be discussed between the Orchestra Committee and representatives of the Alliance, at least one of whom shall be present at all performances or rehearsals.

2. Temperature at all indoor services shall not be less than 65 degrees nor exceed 85 degrees. For outdoor services, the maximum temperature shall not exceed 88 degrees. Coats and ties shall be optional for men at concerts when the temperature exceeds 80 degrees. The Alliance shall maintain a thermometer at all services, and immediately inform the Orchestra Committee if the temperature does not meet the conditions of this article.

3. The Alliance may delay the start of any service in order to bring temperature conditions into compliance with #2 above. For purposes of compensation, the scheduled ending time of the service shall not change under terms of this Article. The Alliance or venue management shall provide adequate waiting facilities for musicians and their instruments during any delay.

B. Chairs approved by the Orchestra Committee or its designee shall be provided by the Alliance for all services.

C. There shall be shade for all daytime outdoor events. Additionally, the following shall be provided for all outdoor events: a clean, dry, secure place for instrument cases and personal belongings, safe and secure instrument storage between and during services, and cold drinking water and non-public bathrooms for Orchestra use. Portable facilities are acceptable. Under no circumstances shall a Musician be required to play if their instrument is in the sun, or if they or their instrument is getting wet.

ARTICLE 24

BOWING AND MUSIC DISTRIBUTION

A. Bowing deadlines for all Sets will be as follows:

1. Concertmaster and Principal Percussion will receive shipped parts from the Librarian seven (7) weeks prior to first rehearsal.

2. Concertmaster must return bowed parts to Librarian, in shipping packaging provided, no later than 10 days after receiving them.

3. Librarian will review, prepare, and copy CM bowings and ship to Principal Musicians no later than 4 days after receiving them.

4. Principal Musicians will return bowed parts to Librarian in shipping materials provided no later than 7 days after receiving them. Principal Musicians who are granted excused absences per Article 11.A & B inside of 28 days or fewer prior to the first rehearsal shall be required to bow the parts and meet the applicable timetable.

5. Librarian will make parts available to section string Musicians and all remaining Musicians no later than 7 days after receiving them.

6. All Musicians will return music to Librarian at the conclusion of the concert.

B. Exceptions for rental parts or artist-supplied orchestrations will be handled on a case-by-case basis (circumstances beyond Alliance's control).

C. The Alliance shall email all parts in a PDF or other accessible format, with bowings, cuts and measures numbered (if needed), to all Musicians two (2) weeks in advance of the first rehearsal of any performance. The Alliance must also notify the Musicians at the beginning of a season, or when engaged as a substitute or extra musician, that each Musician may individually request that the Alliance mail reproduced copies of the music (not the originals) two (2) weeks in advance of the first rehearsal of any performance. Such request will remain in effect until the individual Musician notifies the Alliance that they no longer require such copies be mailed.

ARTICLE 25 GRIEVANCE AND ARBITRATION

A. A grievance is defined as any and all disputes between the parties.

B. Upon presentation of a written description of and a possible remedy for the dispute, by one party to the other, the parties (or their designee) shall convene within twenty-one (21) days of the postmarked letter to adjust the grievance. If no written resolution is achieved within twenty-one (21) days of this meeting, the party initiating the grievance may submit the grievance before the American Arbitration Association (AAA).

C. The Voluntary Labor Arbitration Rules of the AAA shall apply.

D. The Arbitrator's decision shall be final and binding.

E. The administrative costs (re: arbitrator's fee and expenses) of the arbitration shall be borne equally by the parties.

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

ARTICLE 26 ELECTRONIC MEDIA

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

B. The use of flash photography during regularly scheduled services will not be permitted. Television lights must not impede any musician's ability to perform their job. Any capture for promotional recordings shall never be used as evidence in any disciplinary demotion, reseating or dismissal proceeding.

C. The SRPAA may designate a qualified person to make audio archival study recordings of previously designated Orchestra performances.

1. In the event that archival study recordings are made, said recordings shall remain at all times in the custody of the Alliance.
2. Archival study recordings shall be available at all times during normal business hours in the SRPAA Office.
3. Archival study recordings shall not ever be used as evidence in any disciplinary demotion, reseating or dismissal proceeding.

D. The SRPAA may make grant application audio recordings as necessary for the exclusive purpose of fund raising without additional compensation to the Musicians. Non-profit organizations employing the SP&O are entitled to make grant application audio recordings, provided that an Agreement(s) obligating these organizations to utilize the services of the SP&O's Musicians on a seasonal basis has been executed for the season and provided that a copy of such Agreement(s) has been provided to the Union. The Alliance may merge an archival audio recording with an archival video recording for the purpose of creating a video recording with excellent sound quality for fundraising and grant applications. In the event of any misuse of such recordings, the Alliance shall be obligated to pay the Musicians of the SP&O the wages and benefits of the applicable AFM agreement.

1. Grant recordings may not be used in any demotion or disciplinary proceeding.
2. At the conclusion of each season, the Local Union shall be provided with a full personnel list of all Musicians participating in the service(s) during which the grant recordings were created, the repertoire included in the recording(s), the date the recording was compiled and the recipient of the grant submission.
3. The Local Union shall have the right to request verification of the specific requirements of any granting agency for which recordings have been submitted.

E. Broadcast Recordings:

The SRPAA may create, or cause to be created, audio recordings of pre-designated performances of the SP&O covered under this agreement for the express purpose of local public radio broadcast. For purposes of this Agreement, "local" shall be defined as broadcasts emanating from within the jurisdictional boundaries of Local 12, AFM. Broadcasts outside the jurisdictional boundaries of Local 12 by way of "unmanned" repeater stations shall be considered Local for the purposes of this Agreement. Compensation for the initial broadcast of each such recording shall be \$25.00 per Musician. Each additional rebroadcast beyond the initial release shall be compensated at the rate applicable in the season of broadcast. Concerts recorded in previous seasons may also be broadcast under the above terms and shall be compensated at the rate applicable in the season of broadcast.

1. The SRPAA acknowledges and accepts responsibility for the creation, use and storage of broadcast recordings.
2. After broadcast, such recordings shall be returned to and remain in the custody of the Alliance. The Alliance shall not duplicate, nor permit duplication of such recordings.

3. Broadcast recordings shall not ever be used as evidence in any disciplinary demotion, reseating, or dismissal proceeding.

4. All other recordings shall be done in accordance with the terms of the applicable AFM Agreement.

F. 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, CD's, DVD's, promos or commercial announcements, or background music for any type of sound or film program, the SRPAA shall enter into and comply with all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

ARTICLE 27 VACANCIES AND AUDITIONS

A. A permanent vacancy may exist only in the following cases:

1. Death.
2. Resignation.
3. Non-renewal of Contract.
4. Creation of a new position in the Orchestra.
5. Dismissal for just cause, subject to the procedures as specified in Article 30.
6. Dismissal for artistic deficiency, subject to the procedures as specified in Article 29.

B. The Alliance shall hold auditions as the sole means of filling permanent vacancies, except for the provision in Article 2.G, or for the following circumstance:

Should a vacancy occur in any section, a staff musician seated above the vacant position for that section may voluntarily move down to the vacant position without audition or loss of tenure. Said musician shall be paid accordingly at the new position. An audition must be held for the staff musician's original position. When a vacancy occurs, staff musicians on that instrument shall be informed and given ample opportunity to communicate their desire to move to a lower ranking. Should more than one staff musician request to move to the vacant position, the higher seated staff musician shall be given preference. Any staff musician who desires to move to a vacated lower seat shall inform the Alliance in writing no later than three (3) weeks after being notified of the vacancy.

Auditions will be heard by the Audition Committee. The position of Concertmaster, however, may be filled at the discretion of the Music Director.

C. The Alliance shall notify the Union, the Orchestra Committee, and the appropriate Auditions Committee of any permanent vacancy as soon as it occurs. The Alliance shall place advertisements for all auditions for vacancies in the *International Musician*, and in the newsletters of AFM Locals 12, 6, and 47. Additional notices and ads shall be placed in publications deemed appropriate by mutual agreement of the Alliance and Union. A copy of the text of such advertisement shall be given to the Union prior to submission for publication. The Alliance shall schedule the date of the audition to be no less than sixty (60) days following the

publication date of the issue of the appropriate Union publication in which the advertisement appears.

D. There shall be no discrimination by the SRPAA on account of sex, age, race, creed, political affiliations, sexual orientation, union activity, or Orchestra Committee or Auditions Committee membership, provided, however, that any alleged violation of this provision shall not make arbitral any matter that is not arbitral under the provisions of Article 25 herein.

E. Auditions of candidates for employment as new Staff Musicians for any positions, and auditions for vacancies of the types specified in Article 27.A shall be subject to the following conditions:

1. Preliminary Auditions:

a. All auditions shall be held in the Sacramento metropolitan area, in the presence of the appropriate Audition Committee. The Music Director may but need not be present at preliminary auditions. The Alliance without such an audition shall engage no new Staff Musician, except that a preliminary audition may be waived by mutual agreement between the Music Director and the Audition Committee. Staff Musicians auditioning to move up in their section or related sections are automatically placed in the final audition, without having to play a preliminary audition, but may request to play in the preliminary round without penalty or prejudice.

b. The section Principal for the section seat being auditioned shall make an audition repertoire list, after consultation with the Music Director. If an audition is for a Principal vacancy, the Music Director shall make the list, after consultation with the appropriate Audition Committee, and non-auditioning Assistant Principal and/or Section Musicians. Materials for the audition list may include a) specific work(s) from the solo literature; and b) excerpts from the standard orchestral repertoire. The audition list shall be provided to all candidates upon receipt of their application and resume. Copies of audition materials available only by rental shall be made available along with the audition repertoire list no fewer than twenty-one (21) days prior to the scheduled audition date.

c. Auditions shall be screened to protect the anonymity of the candidates.

d. A Union representative shall be present at all auditions and will observe activities on both sides of the screen. Candidates will be informed of the Union representative's presence.

e. In preliminary auditions, the Audition Committee shall hear materials from the audition list chosen by the appropriate Principal Musician, who will chair the Committee. For a Principal Audition, the Chair of the Committee shall be the Concertmaster, or another Committee member elected by the Committee in the absence of the Concertmaster. All candidates will play the same materials in preliminary auditions; however, the Committee may, by majority vote, dismiss at any time any candidate not meeting desired artistic standards. After discussion, a majority vote (three votes out of five) advances a candidate to the finals.

2. Finals:

- a. The Music Director and all members of the appropriate Audition Committee shall be present at all final auditions.
- b. The Music Director will serve as chair, and after consultation with the Audition Committee, choose the materials to be heard from the list as per Article 27.E.1.a above.
- c. Final auditions shall be screened.
- d. After hearing all finalists, the Audition Committee shall discuss each candidate with the Music Director being present. Following this discussion, the Audition Committee will vote by secret ballot. Each Committee member, including the Music Director, shall have one vote.
- e. To qualify for the position, a candidate must receive a majority vote of the Audition Committee, including the vote of the Music Director. If multiple candidates receive a majority vote including that of the Music Director, the Music Director may choose the winning candidate, or after consultation with the Audition Committee, request an additional round of auditions from the qualifying candidates. The voting procedures for any additional round(s) shall be the same as the final audition.

3. Extended auditions for Principal position candidates:

- a. If two or more candidates for Principal positions have obtained the required number of votes from the Committee and are being considered for engagement as per Article 27.E.2 herein, two or more candidates may be asked, at the Music Director's discretion, to perform no more than one set with the Orchestra prior to the Music Director's final decision regarding engagement. After all such designated candidates have performed with the Orchestra, and after consultation with the Audition Committee, the Music Director may:
 - i. engage one of the candidates, or
 - ii. choose not to engage any of the candidates.
- b. This decision shall be made no later than ten (10) days after the final candidate has performed with the Orchestra. If no decision is made within this time frame, no candidate will be engaged, and the position will be re-auditioned.

F. Runners-up:

- 1. The Audition Committee, subject to the approval of the Music Director, may select one or more "runners-up" Musicians from among the non-selected finalists. Such runners-up must receive a simple majority Audition Committee vote including the vote of the Music Director by separate qualifying ballot. The Alliance will notify Musicians selected as runner(s)-up.
- 2. Subject to the approval of the Audition Committee and Music Director, if the position that was filled in audition becomes open within twelve months of that audition, a runner-up may be awarded that tenure-track position.

3. If a Staff Musician is selected to fill a vacancy, the resulting tenure-track vacancy may, at the option of the Music Director, be filled by a runner-up.
4. All runners-up shall be placed on the appropriate substitute list(s).

ARTICLE 28 PROBATION AND TENURE

A. Probation:

1. A Probationary Musician shall be subject to a trial period to, and including, completion of the second Subscription (Classics) set conducted by the Music Director performed during their probationary period, during which period the Alliance may, upon recommendation of the Music Director and majority vote of the Audition Committee, as constituted in Article 7.E, terminate their PSA. The Music Director, after consultation with the Audition Committee, shall give each probationary musician a written evaluation at the end of their second set under their direction, with copies to the Audition Committee. A Probationary musician may request a meeting with the Music Director and Audition Committee (with the Union present) to discuss said evaluation. Compensation owed to the Musician in a termination situation shall be only for services actually performed prior to the Termination of their PSA.

2. A Probationary Musician's PSA shall not be subject to automatic renewal. After performing four (4) Subscription (Classics) sets with the Music Director, a written performance evaluation for the purposes of granting tenure or dismissal shall be made for each Probationary Musician. A copy shall be sent to the Secretary-Treasurer of the Local, and this evaluation shall not be grievable and cannot be used against the Musician by the Alliance.

3. In evaluating a Probationary Musician, the Music Director shall consult with the appropriate section Principal, Assistant Principal, and other Tenured Musicians as appropriate in order to properly evaluate the Probationary Musician's preparation and performance.

B. Tenure:

1. After reviewing the work of a Probationary Musician, the Alliance, upon recommendation of the Music Director and majority vote of the Audition Committee as constituted in Article 7.E, may decide to grant tenure, or to extend the Probationary period by two (2) additional sets conducted by the Music Director. A probationary musician shall receive a written evaluation if probation is extended, and may request a meeting per the procedure above. The Alliance, per the same protocol as above, may also decide to terminate the Musician's PSA. The affected Musician's PSA shall be deemed terminated as of the postmarked date of the written Notice of Termination; however, the Musician shall be entitled to play any set or service listed in their PSA that begins within sixty (60) days of the issuance of this Notice.

2. Should the Alliance choose to extend the period of probation to include the performance of two (2) additional sets with the Music Director, the evaluation procedure as stated above will be repeated, to include a second written evaluation with copies as stipulated above. The Probationary Musician must be informed of any decision regarding tenure in writing no later than thirty (30) days after playing the final service of the last required set of the probationary period.

3. Any Probationary Musician who is not given timely and proper notice of denial of Tenure as set forth in Article 28 herein shall be considered a Tenured Musician.

ARTICLE 29

RESEATING AND DISMISSAL OF TENURED MUSICIANS

A. No Tenured Musician may be dismissed, demoted, or otherwise disciplined except for demonstrated, consistent and unremedied failure of musical performance or for Just Cause. In the case of Dismissal or Reseating for musical deficiencies, the procedure is as follows:

1. If a Staff Musician is tenured, then on or prior to January 10 of the then current Season, the Alliance agrees to notify such Musician in writing when the Music Director wishes to Reseat or Dismiss said Musician for the Season following the next Season; such notice of Dismissal or Reseating shall include specific deficiencies or reasons for this action.
2. Within fifteen (15) days of notice, the Alliance shall, after consultation with affected Musician, schedule a meeting between the affected Musician, Music Director, CEO (or designated representative) and Union representative to discuss reasons for possible Dismissal or Reseating, to take place no later than sixty (60) days following issuing of warning. The Musician may waive the right to such a meeting in writing on or before 14 days prior to the scheduled meeting. Waiving meeting rights will not impact the status of said Musician, but is not grounds for appeal in the event of dismissal.
3. On or before January 10 of the following season, but in no case before a full calendar year has elapsed since the issuance of the first notice, a notice confirming Dismissal or Reseating shall be sent by the Alliance to the affected Musician, Music Director, CEO and Local 12. This period may be extended in the event that fewer than three (3) sets, conducted by the Music Director, have been offered to the Musician since the issuance of the first notice. The affected Musician then has 15 days to inform the Alliance and Local 12 of their intent to appeal the Dismissal or Reseating. Upon receipt of appeal, the Alliance shall inform the appropriate Appeals Committee of the pending appeal.
4. Within 15 days of receipt of the appeal notification, the Alliance shall schedule an Appeals hearing to take place no later than 60 days following receipt of the appeal notice. The CEO or their designated representative, all members of the appropriate Appeals Committee, the section Principals involved, and a Union representative shall be present at such meeting. If the Musician so desires, they may audition as part of the Appeals hearing. Thereafter, a vote by secret ballot shall be held in accordance with the conditions in Article 29.B.

B. Final decisions with respect to notices of Dismissal or Reseating shall be made in the following manner:

1. After the hearing, the Appeals Committee shall deliberate without the Music Director present. Each of the members of the appropriate Appeals Committee shall vote individually and by secret ballot.
2. The Music Director shall cast one vote by secret ballot.

3. Each individual entitled to vote must vote and there may be no abstentions. All members of the appropriate Appeals Committee must be present when such vote is taken.

4. A final decision to affirm notice of Dismissal or Reseating shall require a majority of the votes entitled to be cast. In the event of a tie vote, a second vote shall immediately be taken, except that at such second vote the Music Director shall not vote. The result of such vote shall be final.

5. The votes cast under this section shall be counted only by a designated representative of the Union and a designated representative of the Alliance. After counting, such votes shall be placed in a sealed envelope signed across the back by the Union and Alliance representatives, which shall in turn be placed in custody of the Union.

C. Any Musician in the Warning-Dismissal process at the time this contract takes effect will be subject to the regulations which applied at the time of their first Warning notice.

D. Any member of an Appeals Committee or any section Principal who receives a Warning notice or a notice of Dismissal or Reseating may not participate or vote in any matter relating to their own case. In the event that any member of an Appeals Committee is unable to vote under the provisions of the preceding sentence or is unavailable to vote, they shall be replaced through appointment by the remaining members of the appropriate Appeals Committee, subject to the requirements of Section 7.C or 7.D.

E. The representative of the Union referred to above may be any officer or business representative of the Union.

F. Notices of Dismissal and Reseating shall be sent by certified mail, return receipt requested, addressed to the Union, to the Chair of the Orchestra Committee, and to the Chair of the appropriate Appeals Committee. The affected Musician's PSA shall be deemed terminated as of the postmark of the final Notice of Dismissal; however, the Musician shall be entitled to play any set or service listed in their PSA that begins within sixty (60) days of the issuance of the Notice of Dismissal.

G. Not giving of a notice of Dismissal or Reseating, after compliance with the provisions of this Article, nor any final decision with respect to a notice of Dismissal or Reseating in accordance with Article 29.B, shall be subject to the provisions of Article 25, Grievance and Arbitration.

H. It is recognized that the procedures specified in Article 29 are to be administered and implemented by all concerned with the principal objective of obtaining and then maintaining the highest artistic and musical standards for the Orchestra, and that such procedures are not to be administered and implemented merely for the purpose of providing employment security for members of the Orchestra who do not meet the highest musical and artistic standards.

ARTICLE 30

DISCIPLINE AND DISMISSAL FOR JUST CAUSE

A. The SRPAA may, at its option, terminate any Staff Musician for Just Cause.

B. In the event of the Termination of their Personal Service Agreement, the Staff Musician shall not be entitled to any further compensation except to the payment of salary provided for in their Personal Service Agreement up to and including the day of Dismissal and except to any pension benefits or severance pay to which they may be entitled, subject to resolutions reached or decisions rendered in accordance with Article 25, Grievance and Arbitration.

C. In the case of Dismissal of any Staff Musician, the SRPAA shall immediately advise the Union and the Orchestra Committee thereof in writing, stating reason or reasons for such Dismissal.

ARTICLE 31 CONDUCTOR EVALUATION

The SRPAA agrees that the Local may conduct evaluations of all conductors engaged. Such evaluations will be managed by Local 12 in the manner set forth below, to ensure strict confidentiality and appropriate use of said information.

A. Conductors other than the Music Director:

1. Every conductor, other than the Music Director, shall be evaluated. Evaluation may be conducted by using an appropriate online application. Musicians unable or unwilling to complete an online evaluation shall be offered a written evaluation, to be returned to the Union Steward, who will keep the musician's name in confidence.
2. The completed evaluations shall be confidentially reviewed by the designated Alliance and Musician's representatives.
3. The Assistant Conductor shall be similarly evaluated at least once during each season, at a time mutually agreed between the Orchestra Committee and the Alliance.

B. Evaluation and Renewal of the Current Music Director/Conductor:

1. Annual Evaluations. During the month of April, an annual confidential evaluation of the Music Director/Conductor shall be made. Evaluation may be conducted by using an appropriate online application. Musicians unable or unwilling to complete an online evaluation shall be offered a written evaluation, to be returned to the Union Steward, who will keep the musician's name in confidence.

The Union Steward will have the responsibility to compile the completed evaluations statistically and anecdotally. The resulting confidential statistical summary and anecdotal narrative shall be reviewed in a meeting involving the Chair of the Artistic Committee, the Chair of the Orchestra Committee, and an Alliance representative prior to the beginning of the next season.

2. The aforementioned summaries and narratives shall be formally reviewed by the designated Alliance and Orchestra representatives prior to the renewal of the current Music Director's/Conductor's contract. Alliance representatives reviewing the Music Director's evaluation shall include the CEO, the Chair of the Board of Directors, and their designees, if any.

C. Upon request by the Alliance, the Union may send the Alliance the raw data submitted by musicians to fill out each Conductor evaluation. Such data received by the Alliance shall continue to remain confidential. Such request shall not unreasonably be denied by the Union.

ARTICLE 32

NO STRIKE AND NO LOCKOUT

During the term of this agreement there shall be no lockout by the Alliance, and neither the local nor the musicians will cause or engage in any strike, work stoppage, slow down, boycott, or sympathy strike or picketing.

ARTICLE 33

MODIFICATION OF AGREEMENT

Any amendment or modification of this agreement shall have no force or effect unless contained in a subsequent written document that, after being properly and appropriately ratified and approved, is signed by both parties to this agreement.

SACRAMENTO REGION
PERFORMING ARTS ALLIANCE

MUSICIANS' UNION, LOCAL 12, AMERICAN
FEDERATION OF MUSICIANS

Giuliano Kornberg, CEO

Dated: _____

Thomas Derthick, President

Dated: _____

Sheree Meyer, President

Dated: _____

Richard Duke, Orchestra Committee Chair

Dated: _____

SRPAA Roster

(Section strings listed alphabetically after titled musicians.)

Concertmaster Flanagan, Dan
 Assistant Concertmaster Volonts, Tingting
 Violin I, Section Arai-Lopez, Annamarie
 Violin I, Section Dyer, Tammie
 Violin I, Section Felix, Anita
 Violin I, Section Lee, Cindy
 Violin I, Section Malek, Shawyon
 Violin I, Section Peeples, Baker
 Violin I, Section Smiley, Dagenais
 Violin I, Section Togashi Chong, Sandra
 Violin I, Section Velikovic, Ljubomir
 Violin I, Section VACANT
 Violin II, Principal You, Xiao
 Violin II, Assistant Principal Tammes, Mark
 Violin II, Section Cottin-Rack, Myriam
 Violin II, Section Heusner, Catherine
 Violin II, Section Miranda, Erika
 Violin II, Section Sagawa, Darren
 Violin II, Section Tracy, Ingrid
 Violin II, Section Vincent, Matthew
 Violin II, Section VACANT
 Violin II, Section VACANT
 Viola, Principal Hansen-Joseph, Jacob
 Viola, Assistant Principal VACANT
 Viola, Section Buttemer, Evan
 Viola, Section D'Andrea, Daria
 Viola, Section Floor, Dimitrios
 Viola, Section Rayne, Melinda
 Viola, Section Wharton, Edward
 Viola, Section VACANT
 Cello, Principal Bonnell, Robin
 Cello, Assistant Principal VACANT
 Cello, Section Allen, Cathy
 Cello, Section Bonhorst Andaya, Lena
 Cello, Section Dorsam, Poppea
 Cello, Section Egen, Gretchen
 Cello, Section Hochman, Julie
 Cello, Section Lamb Cook, Susan
 Bass, Principal Derthick, Thomas
 Bass, Assistant Principal Butler, Andy
 Bass, Section Demartino, Johnny

Bass, Section Duke, Richard
 Bass, Section Robinson, David
 Bass, Section Tudor, Benjamin

 Flute, Principal Krejci, Mathew
Associate Principal Flute Emeritus, Opera
 Flute, 2nd Coronata, Elizabeth
Piccolo Emeritus, Opera
 Flute, 3rd/Piccolo Edwards, Gail
 Flute, Section Brody, Tod
 Oboe, Principal Nugent, Thomas
 Oboe, 2nd Arganbright, Laura
 Oboe, 3rd/Eng. Hn Stuart Burroughs, Ruth
 Clarinet, Principal Kroft, Ginger
 Clarinet, 2nd Hwang, Harry
 Clarinet, 3rd/Bass Cl. McPherson, Sandra J.
 Bassoon, Principal Farber, Jordan
 Bassoon, 2nd Kuster, Nicolasa
 Bassoon, 3rd/Contra Goldsmith, Maryll
 French Horn, Principal Achen, Eric
 French Horn, 2nd Vollmer, Susan
 French Horn, 3rd/Assistant Principal Limacher, Zachary
 French Horn, 4th Lieberman, Janis
 French Horn, Utility VACANT
 Trumpet, Principal Rodseth, James
 Trumpet, 2nd VACANT
 Trumpet, 3rd VACANT
 Trombone, Principal Chrisp, Bruce
 Trombone, 2nd Perdicaris, Steve
 Trombone, 3rd VACANT
 Tuba, Principal Dixon, Julian
 Timpani, Principal Ito, Kumiko
 Percussion, Principal Stubbs, Amy
 Percussion, 2nd Rance, Thomas
Principal Percussion Emeritus, Opera
 Percussion, 3rd Downing, Michael
 Harp, Principal Mendieta, Anna Maria
 Keyboard, Principal VACANT