

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MODESTO SYMPHONY ORCHESTRA ASSOCIATION

AND

AFM LOCAL 12

2025-2028

Ratified _____

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Master Agreement
Modesto Symphony Orchestra Association and
American Federation of Musicians Local 12

Article I- Parties and Term

A. Parties

This agreement is entered into by the Modesto Symphony Orchestra Association, hereafter referred to as “Association,” and the Professional Musicians of Central California, Local 12, hereafter referred to as “Union,” of the American Federation of Musicians, hereafter referred to as “AFM.”

B. Term of Agreement

This agreement shall be effective July 1, 2025 ~~September 1, 2022~~, through June 30, 2028 ~~June 30, 2025~~. No later than February 1, 2028 ~~2025~~ the parties shall begin negotiations for the collective bargaining agreement that will succeed this agreement.

Article II – Union Recognition

A. Recognition

1. The Association recognizes the Union as the sole and exclusive collective bargaining representative of all Musicians in the bargaining unit engaged during the term of this Agreement and recognizes the rights and obligations of the Union to negotiate the wages, hours, terms, and conditions of employment of Musicians and to administer the Agreement on their behalf.
2. The Association further recognizes a committee of Musicians (hereinafter Players’ Committee) who shall assist the Union in the negotiation, enforcement, and administration of this Agreement. There shall be no recrimination or harassment against any Musician for his or her participation in or activities on behalf of the Players’ Committee or Union. Union shall provide to the Association the membership of this committee within one (1) week of the election of committee members.

B. Membership

As a condition of employment, all musicians covered by this Agreement who are members of the Union on the date of execution of this Agreement shall maintain their membership in the Union as a condition of employment and those who are not members shall, no later than the thirty-first (31st) day following the date of execution of this Agreement, become a member of the Union and maintain such membership in good standing. All musicians hired after the date of execution of this Agreement shall, no later than the thirty-first (31st) day after commencement of their employment, become members of the Union and maintain such membership as a condition of employment. Maintenance of membership shall include the proper payment of the Union initiation fees, membership dues, and work dues uniformly required.

C. Dues Check-off

Pursuant to a Voluntary Dues Check-Off Authorization Form, the Association agrees to deduct from the wages of each Musician work dues, in such amounts as are uniformly required by the Union and/or the AFM of its members. The Voluntary Dues Check-Off Authorization Form shall be irrevocable for a period of one year or until the expiration of the then current Agreement, whichever occurs sooner. This authorization shall automatically renew itself and be irrevocable for successive annual periods unless the employee gives written notice to the Union and the Association within fifteen (15) days of the expiration of the annual period or the termination date of this Agreement. The Association shall remit to the Union, at the conclusion of each pay period, all dues deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made.

D. Union Obligations

No provision in this Agreement shall ever be construed as to interfere with any obligations that a Musician may

owe to the American Federation of Musicians.

Article III- Non-Discrimination

~~The Association is an equal opportunity organization. Both the Association and the Union shall comply with all applicable Federal, State, and local anti-discrimination laws. In addition, the Association shall not discriminate against any Musician on the basis of race, color, disability, religion, sex, gender identity, sexual preference, age, national origin, or any other basis prohibited by federal, state, or local law.~~

- A. In the administration of this Agreement, neither the Association nor the Union shall discriminate against any employee on the basis of race, religion, creed, color, national origin, ancestry, age (over 40), marital status, military or veteran status, physical disability, mental disability, medical condition as defined by applicable state law (including cancer and predisposing genetic characteristics in California), sex, gender, gender identity, gender expression, pregnancy, childbirth or related medical conditions, reproductive health decision making, genetic information, sexual orientation, union membership, or for any other characteristic that is protected under local, state, or federal law during the term of this Agreement. Neither the Association nor the Union will discriminate based on a combination of characteristics, or a perception that an individual has any of the aforementioned characteristics, or is associated with a person who has, or is perceived to have, any of those characteristics.
- B. This section of the Agreement shall be interpreted in accordance with applicable federal, state and local law.
- C. An arbitrator hearing a grievance that alleges a violation of this section is authorized to award only reinstatement, back pay and/or back benefits to a prevailing grievant and has no authority to award compensatory, punitive, or any other monetary damages not specifically mentioned above.

Article IV – Management Rights

- A. The management of the Association's operations and employees, including management rights, powers, authority, and prerogatives, are expressly reserved to the Association, except as expressly limited by provisions of this Agreement. Such rights of management include, but are not limited to, the right of the Association, in its discretion, to manage its operations; to direct its employees and Musicians; to determine the number of employees and Musicians it shall employ at any time; to promulgate work rules; to determine the scheduling of and number of services; to change or eliminate existing methods, equipment or facilities; to exercise complete control and discretion over its organization and the technology of performing its work; and to select and assign such duties as it deems appropriate. The Association shall have the right to control, increase, decrease, transfer or cease operation in whole or in part.
- B. The assignment of work, and any written description of work to be accomplished is reserved to the Association. The choice, control, and direction of supervisory and management staff shall be vested solely and exclusively in the Association.
- C. ~~Each of these management rights shall be subject to the terms of this Agreement.~~

Article V- No Strike/No Lockout

- A. The Association agrees that it will not lock out the Musicians during the term of this Agreement.
- B. The Musicians agree that there will be no strike during the term of this Agreement. Neither the Union nor any of its agents, nor any of its members will in any manner whatsoever, engage in any strike, work stoppage, sympathy strike, or other interference with work during the term of this Agreement. It is further understood that the duly elected authorized representatives of the Union shall have the authority and the responsibility on behalf of the Union to enforce the terms of this Agreement, including by actively encouraging employees engaging in a violation of this section to cease such conduct.

Article VI – Musician Employee Classification and Orchestra Complement

Musicians of the Modesto Symphony shall be of four categories: Tenured, Probationary, Substitute and Extra. Tenured and Probationary Musicians are considered Contract Musicians.

A. Tenured Musician

A Tenured Musician is a Contract Musician who has been seated by audition and who has successfully completed the probationary period.

B. Probationary Musician

A Probationary Musician is a Contract Musician who has been seated by audition and who has not yet qualified for Tenure under Article VI.F.

~~The first four (4) classical subscription sets of employment, performed with the Music Director, of any new Contract Musician who has passed an audition as specified in Article XI shall be the probationary period. Any such Musician shall be classified as a Probationary Musician.~~

C. Substitute Musician

1. A substitute musician is defined as a musician hired by the Association to fill a vacant position on a service-by-service basis. No later than May 1 ~~June 1~~ each year, the Association shall provide the Concertmaster and all section Principals with a copy of their current substitute lists and comments and/or recommendations about the lists from the Association.
2. No later than May 31 ~~July 1~~ of each year, the Concertmaster and each section Principal, after consultation with the Music Director, shall submit an updated list of substitute musicians to the Association.

If such list is not submitted by May 31 ~~July 1~~, the Association shall have the right to establish its own substitute list. This list shall be effective until the Concertmaster or Principal submits an updated list. Any musician engaged for services using the Association substitute section list shall not be disengaged.
3. At any time during the year, after consultation with the Music Director, a Principal shall have the right to submit a revised substitute list. Any musician previously engaged for a given set of services shall not be disengaged as a result of a change in the substitute list. Throughout the year, the Music Director and Principal will collaborate to update the substitute list and ensure the substitute list reflects the ensemble's needs, with the ~~The Music Director shall have~~ having the authority to delete a musician from the substitute list at any time or request that the Concertmaster or Principal consider changes to the hiring order.
4. If the position of Concertmaster is vacant during the annual preparation of the substitute list, then the substitute list shall be prepared by the Associate Concertmaster. If the positions of Concertmaster and Associate Concertmaster are vacant, the list shall be prepared by Principals from like sections in consultation with the Music Director.
5. If a Principal position is vacant during the annual preparation of the substitute list then the Principal(s) from like section(s) and the Concertmaster shall prepare the list in consultation with the Music Director.
6. The substitute list shall rank musicians in order of hiring preference and the Association shall follow the list order when offering employment to substitutes with two exceptions as follows:
 - a.) ~~If the set has three or fewer rehearsals and~~ the highest rated substitute is not able to perform all the services in a set, the Association shall have the option to hire, using the hiring order, a lower ranked musician who is able to perform all services. ~~If the set has four or more rehearsals then a substitute musician shall have the same right to miss one rehearsal as provided in Article VII, C (6)(a). Further,~~
 - b.) If the Association receives fewer than ~~seven (7)~~ fourteen (14) calendar day notice of an absence, the

Association may simultaneously contact all substitutes on the list.

- c.) Every reasonable effort shall be made to hire in the order of the substitute list.
- d.) Using the procedures of this Article, a substitute list of contract musicians who are qualified to step up to Principal or Assistant/Associate Principal of their section shall be made. The Concertmaster position is exempted from this provision.
- e.) When questions arise, the Union and the Association will work together to address them. The Union may request access to the substitute list and hiring information which the Association will provide. To ensure transparency and effective communication, all substitute lists will be acknowledged in writing by both parties.
- a) Substitutes will be selected from Local 12 members whenever possible. Substitutes shall abide by and be protected by all the provisions of this Agreement.

D. Extra Musician

An extra musician is defined as a musician who is hired on a service-by-service basis to fill a special requirement of a particular program. Extras shall be selected in order from the Substitute list and shall be Local 12 members whenever possible. Extras shall abide by and be protected by all the provisions of this Agreement.

E. String Seating

Seating of contract string musicians shall be established each season by the Association after consultation with the Concertmaster and section principals, be included in each musician's Personal Service Agreement (PSA), and shall be in effect for one (1) season. With the exception of Concertmaster, Associate Concertmaster, Assistant Concertmaster, and the 1st and 2nd chairs in the other string sections, when substitute string musicians are employed, they shall be seated behind all contract string musicians within a given section, unless a contract musician prefers to retain the seat listed in that musician's PSA. In order to evaluate performance the Music Director, after consultation with the Concertmaster or the Principal of a given string section, shall have the authority to modify an individual musician's seating for one concert set per season.

F. Tenure

1. A Probationary Musician shall be considered for tenure after the Probationary Musician has performed four (4) subscription concert sets conducted by the Music Director, with four rehearsal per set, as per Article VI.B.
2. No later than thirty (30) days after the completion of the second concert set cited in VI.F.1., the Music Director shall consult with the Tenure Review Committee to review the Probationary Musician's progress towards tenured status, using the process in 3.a.), b.) and c.) below. A written progress report from this consultation shall be provided to the Probationary Musician in question, with copies sent to the Union.
3. No later than thirty (30) days after the completion of the fourth subscription set, cited in VI.F.1., the Music Director shall ~~meet~~ consult with the Tenure Review Committee via email meet to review the Probationary Musician's advancement to tenured status as per the following process:
 - a) ~~Prior to the meeting, Section leaders of the musician(s) being reviewed and the Chair of the Players' Committee, or his/her designee, shall be invited by the Tenure Review Committee to attend and participate in the discussion. For string section players this shall include the Principal and Assistant Principal of the musician's section; for String Principals, the Assistant Principal of that section and two (2) other String Principals; for woodwind players, the four (4) Principal Woodwinds; for brass players, the four (4) Principal Brass players; for percussionists, the Principal Percussionist and Principal Timpanist; for harp, two (2) Principal Strings and one (1) Principal Woodwind. Prior to the meeting the Tenure Committee may also consult with other tenured orchestra musicians who are physically located near the player in question.~~

- ~~b.) The Union Steward or his/her designee and management representative(s) shall be notified and invited to be present in a non-participating capacity.~~
- ~~e.) At the conclusion of discussion about each probationary musician, all but the Tenure Review Committee, Music Director, management representative(s) and Union Steward (or his/her designee) shall leave the room. A final discussion of each candidate shall be held.~~
- a.) The Association shall invite members of the section of the musician(s) being reviewed and related sections to provide a written statement.
- b.) The Union and Association shall be copied on all communications under this section.
- c.) The Music Director shall contact the members of the Tenure Committee via email with his/her/their recommendation on tenure, and solicit the written opinions of the Tenure Committee, also by email. Should the Music Director feel that a meeting of the Tenure Committee is necessary, said meeting may take place in person or by electronic means, with representatives of the Association and Union present. Members of the Tenure Review Committee shall be paid for any required meeting per Article IX.H.
- d.) Each member of the Tenure Review Committee and the Music Director shall vote yes or no on each candidate by email to the Union. The Music Director shall have two (2) votes. There shall be no abstentions. In a situation where the Music Director votes are "yes" and the majority of the Tenure Review Committee also votes "yes", tenure will be given to the musician. In a situation where the Music Director's votes are "no", the Music Director may opt to require that the candidate play an additional two (2) Probationary Concert sets with four rehearsals per set conducted by the Music Director before reconsideration for tenure. All votes from the Tenure Review Committee shall be cast in a confidential manner by email to the Union, who shall report the outcome to the Association immediately. A written report shall be provided by the Association to the musician should the Music Director opt for an extended Probation, providing information to the musician on the reason(s) for extending the Probation, with copies sent to the Union. The Music Director may (or may not) confirm any candidate with a majority of yes votes, or may opt to require that the candidate play an additional four (4) subscription sets before reconsideration for tenure. The Music Director's decision is final.
- ~~e.) All discussion during a tenure review meetings is to be held in strict confidence by all in attendance, with no communication to any member of the orchestra regarding these discussions. Results of the tenure review process shall be sent in writing by the Association to each member whose tenure status is reviewed, with copies sent to the Union. Violation of confidentiality will be just cause for removal from the Tenure Review Committee.~~
- f.) The Association is required to give written notification to the musician by certified mail postmarked within two (2) weeks of this meeting the vote result being reported by the Union to the Association.
- g.) Any Probationary Musician not receiving notification within the specified time frame shall be granted tenure automatically.
- h.) Reinstatement of a Tenured Musician: if a Tenured Musician resigns without duress and wishes to return to the orchestra, that musician must comply with the audition procedures, unless the Music Director, Tenure Review Committee, and section Principal agree unanimously to waive the audition requirement. The Association may, with approval of the Music Director, reinstate that individual's tenure without a probationary period.
- ~~i.) With the exception of Concertmaster, Associate Concertmaster, Assistant Concertmaster, Principals and Assistant Principals, when a probationary musician is eligible for tenure, and the Association does not have a Music Director in its employ, or the Music Director has not been present at all four of the required sets, the tenure review process shall proceed as outlined above.~~

G. Tenure Review and Appeals Committee

- ~~1. The Tenure Review and Appeals Committee shall consist of five (5) Tenured Musicians. These five (5) members shall be elected by the Tenured Musicians of the Orchestra to serve for a term of two years. The Union shall notify the Association of the members of the Committee within ten (10) days of their election. Participation by a Union member shall not make that musician a managerial or supervisory employee.~~
 - ~~2. Tenure Review and Appeals Committee shall be comprised of Tenured Musicians from the following sections: Two (2) strings, one (1) woodwind, one (1) brass/percussion and one member at large.~~
 - ~~3. The Committee shall elect a Chairperson.~~
 - ~~4. At least two (2) alternates shall be determined by descending number of votes received.~~
 - ~~5. Replacements as needed may be elected at the beginning of each season to replace committee members who have resigned.~~
1. The Tenure Review Committee shall consist of three (3) Tenured Musicians selected by the Association from the roster of Tenured Musicians not on leave in the following order:
 - 1st - Principal (and where applicable, Assistant and Associate Principal) of the affected section
 - 2nd - Principals from related sections
 - 3rd - Section Musicians from the affected section
 - 4th - Section Musicians from the related sections
 - 5th - Other Tenured Musicians
 2. The following are not eligible to serve on the Tenure Review and Appeals Committee:
 - a.) Any Musician who is related to the musician under review by blood or marriage, or is in a live-in relationship with a musician under review.
 - b.) Any musician who has or has had a significant financial relationship with a musician under review that might lead to undue influence in the proceedings.
 - c.) A Personnel Manager or other Musician who is paid to serve in a management position.
 - d.) Any Musician who has or had a legal or personal conflict with the Probationary Musician under review.

H. Orchestra Complement

The Modesto Symphony shall include the following specified positions:

1. Strings:
Concertmaster, Associate Concertmaster, Assistant Concertmaster, Principal Second Violin, Assistant Principal Second Violin, Principal Viola, Assistant Principal Viola, Principal Cello, Assistant Principal Cello, Principal Bass, Assistant Principal Bass, Principal Harp.
The string sections, including the titled positions listed above, shall include:
Twelve (12) First Violins; Ten (10) Second Violins; Eight (8) Violas; Six (6) Cellos; Five (5) Bases.
2. Woodwinds:
Principal Flute, Second Flute, Third Flute/Piccolo, Principal Oboe, Second Oboe, Third Oboe/English Horn, Principal Clarinet, Second Clarinet, Third Clarinet/Bass Clarinet, Principal Bassoon, Second Bassoon, Third Bassoon/Contrabassoon.

3. Brass:
Principal Horn, Second Horn, Third Horn, Fourth Horn, Principal Trumpet, Second Trumpet, Principal Trombone, Second Trombone, Bass Trombone, Principal Tuba.
4. Percussion:
Principal Timpani, Principal Percussion, One (1) Section Percussion, Principal Piano/Keyboard.
5. Roster: A complete roster showing contracted Musicians and vacant positions shall be maintained and regularly updated by the Association and provided to the Union (Appendix 2).

I. Temporary Appointments

One year appointments to Principal chair vacancies may be made by the Music Director per the following:
~~with majority agreement of the Principals of the related section where the vacancy occurs.~~

Principal chair appointments may be made with majority agreement of the Principals of the related section where the vacancy occurs.

Section chair appointments may be made with the agreement of the section Principal of the section where the vacancy occurs.

Contract musicians shall be considered first for any temporary appointment under this section.

If the vacancy being appointed is a wind, brass or percussion Principal, members of that section may be invited to participate.

Musicians receiving such appointments would receive PSA's and be governed by the attendance and bowing policies of the CBA. Temporary appointments may not be used in place of auditions under Article XI.

Article VII – Attendance

A. Right of First Refusal

Contract Musicians shall have the first right of refusal for all services calling for their instrument and position, on all engagements produced by the Association or when musicians are to be paid with monies administered by the Association or when an agent acting for the Association is the contractor.

B. Call Order

The hiring call order for each instrument group/section in the orchestra shall be as follows:

1. Strings:
 - a) Titled players, then all Contract Musician section players.
 - b) The Association agrees to make best efforts to offer employment equitably among all Contract section string musicians each season.
 - c) At the Music Director's discretion, temporary section vacancies in either violin section may be filled by any Contract violinist before hiring substitute musicians from outside of the orchestra. In the absence of a Music Director, the Concertmaster and Principal Second Violin or their designees shall make this decision.
2. Woodwinds:
 - a) For sets/services in which double winds only are required by the instrumentation, the Principal and the Second players shall be hired.
 - b) For sets/services in which double winds are required in which the Second player doubles on a

specialty instrument (piccolo, English horn, bass/Eb clarinet, contrabassoon), the Principal and Third players shall be hired.

3. **Brass:**
Musicians shall be hired as required by instrumentation requirements with respect to their contracted positions.
4. **Percussion:**
Musicians shall be hired as needed to fulfill instrumentation needs.

C. Required Attendance and Excused Absences

1. Musicians who fail to meet attendance and notice requirements ~~for subscription concerts or rehearsals~~ may jeopardize the automatic renewal of their contracts.
2. A Musician shall be required to be in attendance at Classical Subscription Series sets with four rehearsals ~~and rehearsals~~ per the following table:

Number of Sets Offered	Number of Required Sets
5	2
4	2
3	1
2	1
1	0

3. Contract Musicians who fail to perform the minimum number of subscription sets as required above offered to them over a period of two (2) consecutive seasons may lose their status, and thereby a vacancy in the orchestra complement shall result.

In order to qualify for annual contract renewal, tenured musicians must maintain a cumulative minimum over two seasons. If a tenured musician does not meet the minimum required sets in any season, those sets must be made up the next season in addition to that season's required sets.

4. Musicians shall give notice by mail and/or email to the Personnel Manager of a set absence prior to fifteen (15) calendar days before the first rehearsal of the set.
5. Exceptions allowing for set absences in excess of the above may be made by the Association.
 - a) If a Musician receives an offer of employment from a Group 1 of Group 2 Orchestra (as defined by the League of American Orchestras), or an opera, ballet, or theater company of similar budget size, and notifies the Association at least fifteen (15) calendar days prior to the first rehearsal, said absence will be considered excused. The Musician shall assist the Association in finding a replacement Musician.
 - b) If a Musician informs the Association with a medical or personal emergency, an excused absence will not be unreasonably withheld.

The Association shall be under no obligation to pay a Musician for Services for which the Musician has not performed.

6. For the purpose of calculating compliance with the set attendance requirements above, ~~with the exception of Concertmaster, Associate Concertmaster, Assistant Concertmaster, Principals and Assistant Principals,~~ if a set has three or fewer rehearsals it shall not be counted as a set offered, but it shall count for purposes of calculating guaranteed services.
7. Set rehearsal absences allowed per season:
 - a) Each Musician shall be allowed one excused absence per four or five rehearsal set.

- b) Attendance at dress rehearsals is mandatory.
- c) Absence from dress rehearsals, or rehearsals in excess of those provided above, will necessitate an absence from the entire set, unless the Association, in consultation with the section principal, chooses to make an exception.
- d) On sets with three (3) or fewer rehearsals a Musician must attend all services unless the Association chooses to make an exception.

8. Sick Leave

Contracted Musicians shall be entitled to one (1) Sick Leave Service per season, as stipulated herein, without any deduction in pay for the service utilized. Advance requests for Sick Leave are not mandatory. Musicians should provide the Association with as much notice as is practicable that they will miss a service and are requesting paid sick leave for the absence.

- a) Sick Leave requests shall be applicable solely to non-dress rehearsals; requests for dress rehearsals and performances are strictly prohibited.
- b) Musicians may carry forward one (1) unused Sick Leave services to the subsequent season, with a maximum cumulative total of two (2) services. Any additional services missed due to illness shall be classified as Excused Absences without pay.
- c) Sick Leave must be utilized in increments of no less than one (1) service.
- d) The position shall not require replacement by another Musician for the rehearsal during which Sick Leave is taken.

9. Unexcused Absences: An absence not provided for above shall be deemed unexcused unless the Association, at its sole discretion, determines it is an excused absence.

10. Any permanent change in the current classical subscription set rehearsal schedule will require that this section be renegotiated.

D. Tardy Policy

Musicians who are not in their chairs, ready to tune, by the time the orchestra begins to tune are considered tardy. Musicians who are tardy may have their individual per service scale reduced, pro rata, in 15-minute increments for each 15 minutes of tardiness. Repeated tardiness may be cause for discipline and/or non-renewal of a Musician's contract.

Tardiness may be excused at the discretion of the Association.

- ~~1. Excused Tardiness: Tardiness may be excused if the Musician has notified the Personnel Manager of the expected tardiness at least one week before the affected rehearsal. The Association may excuse any tardiness that is due to circumstances beyond a Musician's control.~~
- ~~2. Unexcused Tardiness: If a Musician does not notify the Personnel Manager of expected tardiness at least one week in advance, it is then considered unexcused.~~
- ~~3. In a set with three (3) rehearsals, contract musicians with primary employment conflicts, after giving fifteen (15) day notice to the Personnel Manager, shall be permitted to miss up to the first 75 minutes of a weekday rehearsal that is not the dress rehearsal. Such Musicians shall receive pay prorated in 15 minute increments.~~

E. Leaves of Absence

- 1. At any time during the calendar year a tenured Musician who has served two (2) consecutive, complete seasons, may request, in writing, a leave of absence without compensation. The request must be received by

the Association a minimum of thirty (30) calendar days prior to the start of the proposed leave, must include the length of the leave desired, not to exceed one season, and the reason for the request.

2. The applicant shall be sent a written response from the Association within fifteen (15) calendar days of the application.
3. The tenured Musician must provide written notice of intent to return, request an extension, or resign at least sixty (60) calendar days prior to the end of the leave.
4. Granting these requests is within the sole discretion of the Association and shall be based largely upon the reason for the request, the Musician's length of service with the Orchestra, the likelihood of the Musician resuming his or her position with the Orchestra, and whether or not the Musician has requested leave in the past. Leaves of absence shall not be unreasonably denied. Musicians shall be allowed to return to the position they left without being required to audition again.
5. Musicians on Leaves of Absence may request to substitute during their leave of absence by notifying the Association in advance, and shall be given priority whenever possible to substitute.
6. Requests for a second consecutive year's Leave of Absence may be considered in extenuating circumstances.
7. In extenuating circumstances, the timeline for submission of requests for leaves of absence may be waived by the Association.

Article VIII- Services

A. Definition

1. A service shall be defined as a unit of work upon which wages are based. Each rehearsal and each performance shall be considered one (1) service with the exception of back-to-back services (as defined below). A service shall not exceed two and one-half (2½) hours in length except as provided below.
2. Ballet, Opera and Movie ~~services rehearsals~~: The final two rehearsals for ballet ~~or~~ opera or movies may be three hours in length, including a ~~20~~ twenty-five (25) minute break. For these services no overtime shall accrue until the service has exceeded the three-hour allotment. For movie opera, or ballet performances, ~~but not rehearsals~~, all services may be three hours in length, as required by the Associations contract with the organization in control of the movie. All time between two-and-a-half and three hours will be paid at straight time (per service rate divided by ten, per fifteen minute interval). For Movie performances, there shall be a five-minute grace period at the end of two-and-a-half hours before the first straight time interval is paid. No overtime shall accrue until the service has exceeded the three-hour allotment.
3. Rehearsal Order: For the classical subscription series the rehearsal order for the entire set shall be posted no later than the first rehearsal of each set. Notice of any change to the order of rehearsal shall be announced at least one service prior to the service affected by such changes.
4. Overtime:
 - a.) Time in excess of two and one-half (2½) hours shall be considered overtime and compensated in fifteen (15) minute increments. For each thirty (30) minutes of overtime, there shall be a five (5) minute break. (Three 3 hours for Opera, and Ballet and Movies as set forth above as well as for Educational Services under Article VIII.C.)
 - b.) Whenever possible, the Association will provide twenty-four (24) hours advance notice if rehearsal time is expected to exceed two and one-half (2½) hours in duration. If twenty-four (24) hours of advance notice is not given, Musicians who must leave will be excused.
5. Breaks: A break (intermission) of twenty (20) minutes shall be given to the entire orchestra at all services.

except three (3) hour services as specified above in Articles VIII.A.2 and VIII.C. An allowed three-hour service performance shall contain an intermission of at least (20) minutes. The break during a two and one-half hour shall begin between sixty (60) and ninety (90) minutes after the start of the rehearsal. The break for a rehearsal scheduled to last longer than two and one-half hours shall begin between eighty (80) and one hundred (100) minutes after the start of the rehearsal. The break during concerts shall be the usual and customary point, but shall not begin beyond ninety (90) minutes from the scheduled starting time, except for the performance of works which are traditionally performed without interruption.

B. Multiple Service Days

There shall be no more than eight (8) services per week (Monday through Sunday) and no more than two (2) services per day, with the exception of Holiday Candlelight Concerts, solo/small ensemble lecture/demonstration/education services, and other services as negotiated on a case by case basis. In addition, once per season Link-Up concerts held on the same day as a performance or rehearsal of the orchestra, may exceed the two (2) service per day limit. Additional services above and beyond that described in this paragraph shall be mutually agreed to by the parties.

C. Back-to-back Services

Back-to-back educational services and other back-to-back services as mutually agreed upon by the parties, shall be defined as performances of no more than one and one quarter (1.25) hours in length, separated by one intermission and held in the same location/venue. The performance call time shall be three (3) hours, paid at straight time as per Article VIII.A.2. If the back-to-back service exceeds the ~~two and one half (2 ½)~~ three (3) hours allotted, Musicians will be paid overtime. For purposes of compensation, back-to-back performances shall count as one service.

D. In-School Performances by Small Ensembles or Solo Musicians

~~In-School Performances shall be performed by five (5) or fewer musicians.~~ The length of an In-School Performance shall not exceed two and one-half (2 ½) hours, which shall include thirty (30) minutes of break. An In-School Performance may include multiple presentations. Individual breaks between multiple presentations shall not be shorter than ten (10) minutes. Musicians shall not be required to perform for more than one (1) hour without a break. If both the conductor and concertmaster are absent, the Association shall designate one musician as Leader. The Leader shall make artistic decisions related to situations that arise during an In-School Performance or rehearsal. The Leader does not have the authority to engage or disengage musicians, and is not a manager or supervisor. The Association may replace the Leader at any time. An In-School Performance using one musician only shall not require a Leader.

~~All services under this section shall be paid at Principal Scale. Leaders chosen by the Association under this section shall receive a 25% premium. Travel shall be paid per Article IX.E of this agreement as applicable.~~

All services under this section by small ensembles where each musician is the only musician on a part (e.g. string quartet, or woodwind or brass quintet) shall be paid at Principal Scale. Services under this section with multiple string players on a part will pay Principal, Assistant/Associate Principal and section wages to string players as appropriate per Article IX. Leaders chosen by the Association under this section shall receive a 25% premium. Travel shall be paid per Article IX.E of this agreement as applicable.

One (1) rehearsal shall be required for each new ensemble or program in any season. Subsequent performances of the same program by the same ensemble in one season shall not require a rehearsal. The rehearsal may be included as part of a 2.5 hour In-School Performance service, in which case a single performance/presentation shall be made as part of that service.

In-School Performance services performed under this section may not be used in any proceedings under Article XIII.B (Demotion/Dismissal for Artistic Reasons).

E. Additional Services

Although additional unscheduled employment (e.g. educational outreach services) is encouraged by both parties to this Agreement, no Musician may be penalized if such unscheduled employment cannot be accepted due to previous commitments. For additional services scheduled during the weeks where other sets are taking place,

Contract Musicians engaged for the other set taking place that week shall have the right of first refusal for their position for the additional employment.

F. Other Performances by Small Ensembles

The Association may utilize other small ensembles for other performances as long as the ensemble includes a minimum of one (1) contract musician. These performances are not subject to Article VII.A (Right of First Refusal).

Musicians may offer their talents through volunteer opportunities, providing their services at no cost to enrich communities and support meaningful causes.

G. Concerts

Concerts shall not exceed two and one half (2 ½) hours in length, beginning from the time publicized for the concert to begin except for concerts cited in Article VIII.A.2 and VIII.C. At the end of the last concert of each concert set, each Musician shall leave any music distributed for the completed concert set on the music stand. Failure to do so may result in a \$20 fine and the Musician shall be responsible for any fees incurred from publishers for late or damaged music. ~~return.~~

H. Special Concerts

Special Concerts shall be defined as non-subscription concerts, ~~and any other contracted services that do not appear on the Master Schedule for the season.~~ Participation in these concerts shall not affect Musicians' tenure with the Association. Contract Musicians have the right of first refusal for all Special Concerts.

I. Scheduling

1. Weekday Services:
 - a) No service shall commence before 3:45 PM, except for Educational Concerts, In-School Performance by Small Ensembles or Solo Musicians, or a final rehearsal preceding a 7:30 PM performance. Such final rehearsals shall not commence before 3:30 PM.
 - b) On a concert day, no rehearsal shall have a duration of more than two and one-half hours (2½) and there shall be a rest period of at least one and one-half hours (1½) between the conclusion of the rehearsal and the commencement of the concert.
2. For services that occur on Saturday or Sunday, there shall be no less than two (2) hours between the conclusion of a rehearsal and the commencement of a concert.
3. Except as stated in this Article, there will be no less than a ninety-minute (90) rest period between two services on the same day, with the exception of the Holiday Candlelight Concerts and In-School Performance By Small Ensembles or Solo Musicians, which have a sixty-minute (60) rest period.
4. Any alterations to the above schedule must be by mutual agreement of the parties.

J. Changes in Scheduling

Any musician previously engaged to perform a service(s) shall be compensated for those services unless otherwise given notice that his/her participation shall not be required. If the musician is cancelled more than 28 days prior to the affected service(s) there shall be no compensation paid to musician. With twenty-eight (28) or fewer days notice a cancelled Musician shall be compensated as follows:

<u>No. of days notice given prior to service</u>	<u>% of Individual Musician scale to be paid</u>
1-14 days	100%
15-21 days	50%
22-28 days	25%

K. Score Instrumentation

All musicians required by score instrumentation shall be present at all services during which pieces on which they perform are rehearsed, except in the following instances:

1. Absence provisions, as provided for in Article VII.

2. When it is announced in advance that a specific movement or section of a piece will be rehearsed that does not require their instrument.
3. When a sectional rehearsal is to be held that does not require their instrument or instrument family.

L. Holiday Services

The Association shall not require attendance at any service scheduled on the following days: Labor Day, Thanksgiving Day, Yom Kippur, Passover, Easter Day, Christmas Day, New Year’s Eve Day and New Year’s Day.

Article IX- Wages and Benefits

A. Per Service Pay

1. Minimum base service pay for Musicians shall be as follows:

September 2022 to August 2023	\$150.00	<u>2025 to August 2026</u>	\$161.00
September 2023 to August 2024	\$153.00	<u>2026 to August 2027</u>	\$165.00
September 2024 to August 2025	\$158.00	<u>2027 to August 2028</u>	\$170.00

2. Principals and Associate Concertmaster will be paid an additional 25% of base scale. The Concertmaster shall be paid an additional 100% of base scale.
3. Assistant Principals and Assistant Concertmaster shall be paid an additional 10% of base scale.
4. No individual contracts or negotiations may contain wages or conditions less favorable than specified in this Agreement.

B. Overtime

Overtime shall accrue after the time allotted for a given service at 150% of each Musician’s individual pay scale per 15 (fifteen) minute increments.

C. 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 piston trumpets (B-flat and C). Percussion doubles shall be given when a player is required to perform from two (2) or more of the following groups:
 - a.) Timpani
 - b.) Battery – (Snare drum, bass drum, cymbals, tambourine, triangle, woodblock, and other idiophones or membranophones)
 - c.) Trap Set d.) Mallets
 - e.) Latin percussion in situations where extended Latin-style playing is required.
2. In the event that a Musician is required to play a second instrument at any Service, she/he shall be paid, in addition to her/his regular compensation for such Service, twenty percent (20%) of minimum salary for the first double and ten percent (10%) of minimum salary for each additional double. Musicians shall have the right to refuse doublings not listed above or any unusual combination of instruments.
3. If doubling is not defined by conductor’s score instrumentation, the Music Director must approve doubling requests prior to the first rehearsal.

D. Cartage

1. A cartage rate of \$25.00 per round trip shall be paid to a Musician for transportation of the following instruments: ~~a.) drum set;~~ concert toms (three or more) b.) xylophone; c.) glockenspiel; d.) crotales; e.)

amplifier.

2. A cartage rate of \$35.00 per round trip shall be paid to a Musician for transportation of the following instruments: a.) ~~timpani (up to three drums)~~ ; b.) harp; c.) marimba; d.) tam-tam; e.) vibraphone; f.) chimes; g.) bass drum; h.) ~~drum set~~. ~~A timpanist shall be paid an additional \$15.00 for each drum above three (3).~~
3. A cartage rate of \$45 per round trip shall be paid to a Musician for transportation of the following instruments: a) timpani (up to three drums); and b) drum set. A timpanist shall be paid an additional \$25.00 for each drum above three (3).
4. ~~The Association shall provide the principal percussionist with percussion music not later than eight (8) weeks before the beginning of rehearsals for the affected concert(s), availability permitting. The principal percussionist shall advise the Association of relevant rental and cartage considerations not considered in the above no later than six (6) weeks before the beginning of rehearsals for the affected concert(s). If the principal percussionist withdraws from a set fewer than eight (8) weeks prior to the first rehearsal, the principal shall still be responsible for fulfilling the requirements of this paragraph.~~
5. If secure storage space is provided and utilized, cartage will not be paid for subsequent services.

E. Travel

Compensation for travel will be given to those Musicians traveling from a distance greater than forty-five (45) miles. All Musicians who qualify for travel compensation shall be paid at the following rates per day, regardless of the number of services:

<u>Distance from venue:</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2027-28</u>
45-70 miles	\$35.00	\$37.50	\$37.50	<u>\$37.50</u>	<u>\$38.00</u>	<u>\$38.50</u>
71-90 miles	\$37.80	\$40.50	\$40.50	<u>\$40.50</u>	<u>\$41.00</u>	<u>\$41.50</u>
Over 90 miles	\$42.00	\$45.00	\$45.00	<u>\$45.00</u>	<u>\$45.50</u>	<u>\$46.00</u>

F. Pension

The Association agrees to be bound by the terms of the Agreement and Declaration of Trust of the American Federation of Musicians and Employers Pension Fund and the terms of the Fund’s Rehabilitation Plan as amended from time to time, and to pay, for each year of the Agreement, an amount equal to 8.76% (comprised of 7.37% base contributions, 0.63% additional Rehabilitation Plan contributions and 0.76% required by the June 2018 Rehabilitation Plan Update) of all musicians’ wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by the Association. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. Payment by the Association can be made by ACH or a check in the proper amount payable to AFM-EPF within ten (10) business days of the last concert of each pay period along with an itemization, by name, social security number, wages and pension contribution of each musician.

The rates set forth in this Agreement shall be discontinued immediately and shall revert to the 8% base contribution rate 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 AFM-EPF and (ii) the AFM-EPF 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 contribution.

G. Payroll

Checks for services shall be postmarked within ten (10) business days of the last concert of the set.

H. Other Compensation

1. Audition, Appeals and Tenure Review Committee Compensation: The members of ~~the Audition~~ these Committees shall be compensated at a rate of ~~\$100 per day up to nine (9) hours~~ 20% of the per service

section rate in Article IX, per hour for up to nine (9) hours, ~~after which each member shall be compensated at \$20 per hour or portion thereof overtime rates per this article.~~ All meals will be provided by the Association. Audition Committee members who must travel 45 miles or more to the audition or meeting site shall receive travel compensation as provided above. Tenure Review and Appeals Committee compensation will be for actual meeting times only. (Tenure Review Committee members will not be compensated for time spent submitting email reports to the Association.)

~~2. Compensation for Bowing Meetings: The Music Director may call the principal string players together for a bowing meeting at his/her discretion. Such meetings are not mandatory. These players shall be compensated \$100 for each meeting. It will be the responsibility of the Music Director to schedule such meetings, taking into consideration the time needed for the librarian(s) to copy bowings into all of the string parts. Principal string players who must travel 45 miles or more to the bowing meeting site shall receive travel compensation as provided above.~~

3. In-School Performances By Small Ensembles or Solo Musicians: Musicians shall be compensated at Principal Scale. Leaders chosen by the Association under this section shall receive a 25% premium. Travel shall be paid per Article IX.E of this agreement as applicable. Doubles under this section shall be capped at one.

One (1) rehearsal shall be required for each new ensemble or program in any season. Subsequent performances of the same program by the same ensemble in one season shall not require a rehearsal. The rehearsal may be included as part of a 2.5 hour In-School Performance service, in which case a single performance/presentation shall be made as part of that service.

4. During the term of this Agreement compensation and work rules for events not produced by the Association, but for which Association musicians are engaged by the Association, including but not limited to events at the Gallo Center for the Arts and other local venues, shall be mutually agreed upon between the parties on a case by case basis.

5. Musicians engaged to perform on non-standard orchestral instruments shall be compensated at the Principal rate, plus any applicable doubling premium payment. The instruments shall include, but not be limited to, guitar, electric bass, jazz/pop bass, banjo, drum set, or jazz/pop piano.

I. Guaranteed Services

The Association shall guarantee Contract Musicians, according to their specified position in the orchestra, the following service guarantees each season of this Agreement:

Group 1: Concertmaster; Associate Concertmaster, Assistant Concertmaster,
Principal Strings, Assistant Principal Strings,
5 Section First Violins, 4 Section Second Violins,
4 Section Violas, 2 Section Cellos 25 services

Group 2: Principal Woodwinds,
Flute 2, Oboe 2, Clarinet 2, Bassoon 2
Principal Horn, Horn 2, Principal Trumpet, Trumpet 2
Principal Timpani 20 services

Group 3:
Four section 1st violins, four section 2nd violins,
2 section violas, 2 section celli, 3 section bassi,
3rd flute/piccolo, 3rd oboe/English Horn,
3rd clarinet/bass clarinet,
3rd and 4th horn, all trombones, tuba,
Principal and 2nd percussion 10 services

Group 4:

3rd bassoon/contrabassoon,
Principal Harp and Principal Piano/Keyboard 0 services
Subject to repertoire programmed for that season.

Article X-Electronic Media and Photography

A. Electronic Media

1. Except as provided below, no service or any part thereof shall be recorded, reproduced or transmitted in any manner or by any means by the Association or by any other person(s) in the absence of a written agreement with the AFM or Union relating to and permitting such recording, reproduction or transmission. In the event that any service is recorded, reproduced, or transmitted, the Association agrees to enter into and fulfill all conditions required by the appropriate agreement of the AFM or Union including but not limited to the payment of prevailing wages and allied fringe benefits.
2. The Association may record or cause to be recorded up to forty (40) minutes of any rehearsal or performance of which up to ten (10) minutes may be used only for the purpose of promoting the organization. ~~on TV or Radio news or similar programs.~~
3. The Association, without additional compensation to the Musicians, may make an archival recording of performances which shall remain in the control of the Association. Archival recordings shall (without further permission of the AFM or Union) only be used as follows:
 - a.) For up to four (4) broadcasts on local radio and 2 broadcasts on local television per season. The aforementioned broadcasts are per season, not per performance.
 - b.) For submission as part of a grant application when the grantee requires the submission of such a recording upon application.
 - c.) One telethon performance of two (2) hours or less per season, which is for the sole benefit of the Association.

In the event any of the aforementioned audio or audio-visual recordings are used beyond the scope set forth above (a, b or c), the Association shall be responsible as set forth in (1) above. The Union shall be notified in writing and in advance of the use of any of the aforementioned uses of archival product.

4. ~~Assistant or Associate~~ Conductors may make audio-visual recordings as necessary for the exclusive purpose of self-study, personal development, and applying for conducting engagements/workshops without additional compensation to the Musicians. ~~Video recordings shall be created using home-style video cameras with built-in microphones. Footage shall be limited to rehearsals or performances in which the Assistant or Associate Conductor is conducting; in addition, the camera shall only be trained upon the podium. These recordings will not be used for public distribution.~~ In the event of the misuse of any such recordings, the Association agrees to enter into and fulfill all conditions required by the appropriate agreement of the AFM or Union including but not limited to the payment of wages and allied fringe benefits.
5. A roster of personnel performing on any service which is recorded shall be filed with the Union and placed with the recording as soon as possible after the conclusion of the service which has been recorded.
6. Advance notification shall be given to Musicians of any recording or video media presence, to the extent possible.
7. No recorded product shall be used as evidence against any Musician in any artistic discharge or demotion proceeding.

8. During the term of this Agreement, at the request of either party, the parties agree to negotiate in good faith modifications to these Electronic Media and Photography provisions. Any modifications shall require the mutual agreement of the parties.

B. Photography

1. Photography at rehearsals is allowed for news and publicity purposes.
2. Photography at performances is allowed for news and publicity purposes provided that photographers are out of the line of sight of the performing musicians on stage.
3. Advance notice of any photography under this section shall be provided to the musicians.
4. No flash photography shall be permitted.

Article XI – Vacancies and Auditions

A. Vacancies

1. An audition shall be held only for the purpose of filling a permanently vacant position in the orchestra. The parties agree that it is in the best interest of the MSOA to fill all permanent vacancies by holding auditions as needed and as often as it is logistically possible to do so.
2. A vacancy shall exist upon:
 - a.) Death
 - b.) Resignation
 - c.) Musician's request to move down to a vacant lower ranking
 - d.) Association's final decision to move down a musician, if such final decision is not disputed, or if disputed, when the Appeals Committee rules in agreement with the Association's final decision.
 - e.) Non-renewal
 - f.) Dismissal, if such is not disputed, or if disputed, when the Appeals Committee rules in agreement with the Association's final decision for non-renewal or dismissal. g) Creation of a new position, in addition to the positions as listed above in **Orchestra Complement**. No new position shall be created without mutual consent of the Association and the Union/Players' Committee.
- ~~3. Specific permanent vacancies shall be filled exclusively through the audition process, as provided herein.~~
4.
 - a.) When a position becomes vacant, members of the orchestra shall be afforded ample opportunity to designate their desire(s) to move to a lower position.
 - b.) Notification of any vacancy shall be made to each member of the section in which the vacancy has occurred. This should be done before the deadline for audition ad placements in the International Musician, and the newsletters of Locals 12, 6, and 189 of the A.F. of M.
 - c.) Any musician who desires to move to a vacated lower position must request to do so, in writing to the Association, within two (2) weeks of notification.
5. The following rules shall govern the hiring of Contract Musicians to fill temporary vacancies.
 - a.) Strings:
 - i. Assistant principals shall move up to play principal in the absence of the contracted Principal.
 - ii. The Associate Concertmaster shall move up to play Concertmaster in the absence of the contracted Concertmaster.
 - iii. The Assistant Concertmaster shall move up to play Associate Concertmaster in the absence of the contracted Associate Concertmaster.
 - iv. Both the Associate and Assistant Concertmaster may at their own discretion choose not to move up as provided above.
 - v. At the discretion of the Music Director, a section string player may be designated to move up to fill an assistant principal temporary vacancy. In the absence of a Music Director, the section

Principal and Concertmaster shall make this decision.

- b.) Woodwinds and Brass: Every effort shall be made to allow third chair players to move up to fill temporary second chair vacancies, at the sole discretion of the Music Director. In the absence of a Music Director, third chair players shall be so advanced.

B. Auditions

1. The appended "Code of Ethical Audition Practices," (Appendix 1) shall serve as a guideline for the conduct of all auditions held for positions in the Modesto Symphony Orchestra.
2. All auditions will be advertised at least eight weeks before the audition is to take place. In the event that additional vacancies occur within the same section after the published audition notice, they may also be filled at the audition. Final auditions may only take place when the Music Director is present, except as provided below when the Association does not have a Music Director in its employ. A list of audition repertoire, selected by the Music Director in consultation with the Principal or, in his/her absence, ranking section member, of the section involved, will be made available at that time.
3. All applicants shall be sent written responses to their applications. Applicants shall be sent clear instructions setting forth date, starting time and place of the audition, the complete audition repertoire (excluding sight-reading repertoire), and parts for announced excerpts not generally available. All parts supplied by the Association should be legible and identical for all candidates.
4. No Musician under contract as of the date of this agreement shall be required to audition or re-audition to qualify for employment.
5. Auditions may be held at any time throughout the year.
6. Preliminary Auditions will be conducted by the Audition Committee. Final Auditions will be conducted ~~before~~ by the Music Director and the Audition Committee, as defined below.
7. At least one Union Representative, but no more than two, including the Union Steward, shall be present at all auditions for the purpose of ensuring adherence to Article XI of this contract. Union representatives shall not participate in the deliberations of the Audition Committee. The Union shall notify the Association in writing of the name(s) and phone number(s) of the Union Representative(s) prior to auditions.
8. The Personnel Manager and/or an Association Representative and a Union Representative shall supervise the selection of random numbers to determine playing order. The Personnel Manager and/or Association Representative shall also usher candidates into the audition room and shall remain with the candidates at all times throughout the audition.
9. Preliminary Auditions shall be held in adequate facilities. Warm-up rooms that are acoustically isolated from the auditioning room shall be provided.
10. Auditionees will be given sufficient time (not less than twenty [20] minutes notice before the commencement of auditionee's audition) and best efforts will be made to provide a private room for at least five (5) minutes before the audition.

C. Proceedings

1. No taped performance or audition shall be allowed in lieu of a live audition.
2. Auditions will generally consist of two rounds, a preliminary round and a final round. Contract Musicians and substitutes who have played at least four (4) or more sets within the twenty-four (24) months preceding the audition may opt to proceed directly to the final round.
3. The Audition Committee shall be established as follows:

- a.) The Audition Committee shall include three (3) Tenured Musicians selected by the Association from the roster of Tenured Musicians not on leave in the following order:

1st - Principal of the affected section
2nd -- Principals from related sections
3rd - Section Musicians from the affected section
4th - Section Musicians from the related sections
5th - Other Tenured Musicians

The Association is responsible for organizing auditions.

- ~~a.) There shall be a minimum of three (3) Musicians on every Audition Committee.~~
- ~~b.) The members of the Audition Committee shall be selected by the Artistic Advisory Committee (in consultation with the Music Director and participating principals) in accordance with the following:~~
- ~~i. For a principal vacancy, two principals from related sections and a section Musician (from the affected section, if possible).~~
- ~~ii. For a section vacancy, the principal of the affected section and two additional Musicians.~~
- c.) Failure of a member of the Audition Committee to attend an audition shall not prevent an audition from proceeding. Auditions may proceed if a majority of the Audition Committee is present (in addition to the Music Director for the finals.)
- d.) Except as stated herein, a Contract Musician who is related to a candidate by blood or marriage, or is in a live-in relationship with a candidate, or has or has had a significant financial relationship with a candidate that might lead to undue influence in the proceedings, may not serve on the audition committee.
- e.) Participation by a Union member on the Audition Committee shall not make that musician a managerial or supervisory employee.
4. In both the Preliminary and Final Auditions all players shall be auditioned behind a screen or in such a manner that no personal identification of a candidate can or will be made except via the number drawn.
5. In the preliminary round a majority vote of the Audition Committee shall advance a candidate to the Final Round. All contracted candidates, and all substitutes who have played at least four (4) classic sets with the orchestra within the previous twenty-four (24) months, may opt to proceed directly to the final round. The Music Director may observe preliminary auditions, provided that they are out of hearing range of Audition Committee discussions during that round, and cannot see or be seen by the candidates.
- In the final round each member of the Audition Committee and the Music Director shall have one vote and a majority vote of this group shall establish a list of artistically qualified candidates. In an instance of a tie, the Music Director shall cast an additional deciding vote. From this list the Music Director shall select the winning candidate or not select any candidate. Before making the final decision, the Music Director may ask a finalist to play again.
6. The Audition Committee and Music Director may also designate a runner-up from the list of artistically qualified candidates. If the chair auditioned becomes vacant at any time within a year of the winning candidate's first tenure-reviewable set for any reason, or if the winning candidate does not accept the position when offered after the audition, the runner-up shall be offered the resulting vacancy.
7. Association representatives may also choose to be present at auditions as observers.
8. Auditions for vacant positions shall proceed if the Association does not have a Music Director in its employment with the exception of Concertmaster, Associate Concertmaster, Assistant Concertmaster,

Principals and Assistant Principals. In such an event that the Association does not have a Music Director in its employment, the Association may engage the Assistant or Resident Conductor to serve in place of the Music Director for final auditions. The Association shall make all reasonable efforts to implement the recommendations of the Audition Committee in partnership with the Assistant or Resident Conductor under these circumstances

~~With the exception of Concertmaster, Associate Concertmaster, Assistant Concertmaster, Principals and Assistant Principals, auditions for vacant positions shall proceed if the Association does not have a Music Director in its employ. The Association shall make all reasonable efforts to implement the recommendations of the Audition Committee under these circumstances.~~

Article XII – Personal Service Agreements

- A. The Association shall enter into a Personal Service Agreement (PSA) with each Probationary and Tenured Musician of the Orchestra. All provisions of this Master Agreement shall be deemed a part of each Personal Service Agreement and each PSA shall not contain less favorable wages, terms and conditions than those set forth in this Agreement.
- B. The Association shall deliver to each Musician, either electronically or by mail, a proposed PSA no later than July 1 for the following season. The PSA shall show the schedule for the following season, including instrumentation and repertoire lists for all services. It is the Musician's responsibility to return the signed PSA, electronically received or postmarked no later than August 1 ~~10~~, to the Association or risk being replaced for sets. Each PSA shall include the Contract Musician's specified position in the orchestra, instrument(s), rate of pay, tenure status, and sets offered to the Musician. The number of sets offered in the PSA shall be the basis for calculating set attendance requirements. Sets from which a musician has been disengaged by the Association after the execution of the PSA shall not be counted as sets offered.
- C. The Association shall deliver to each musician, either electronically or by mail, a Letter of Intent (LOI) in place of a PSA no later than July 1 preceding seasons where the Association and Union are negotiating a new agreement. LOI's shall contain the same instrumentation and repertoire information as PSA's and have the same due date. In negotiation years, PSA's shall be issued immediately after a new agreement is ratified, with Musicians responsible for returning the signed PSA no later than thirty (30) days from issue.
- D. The Association shall file a copy of each signed PSA with the Union before the commencement of the season.

Article XIII – Discipline and/or Dismissal Procedure

A. Non-Musical Dismissal

The Association shall have the right to dismiss or otherwise discipline a ~~tenured~~ Musician for non-musical just cause. Just cause includes, but is not limited to the following: persistent inattention to professional duties and responsibilities, and unprofessional and/or inappropriate behavior, which may include repeated un-excused absences and/or tardiness to concerts or rehearsals, insubordination, or behavior clearly disruptive during a rehearsal or concert.

In the event of flagrant, willful and/or malicious behavior that is of such gravity it constitutes a threat to the Musicians or to the Association and requires immediate action, the Association shall have the right to dismiss the Musician immediately.

In the case of behavior of lesser gravity, the Association shall provide the following warnings: 1) after the first offense, the Association shall inform the Musician in writing of the specific offense(s) and that such behavior is unacceptable to the operation of the orchestra; 2) after a second offense, the Association shall inform the Musician in writing (with a copy sent to the Union) of the specific offense(s) and that such behavior is unacceptable and constitutes grounds for discipline and/or dismissal from the Orchestra; 3) after a third offense, the Association may discipline and/or dismiss the Musician immediately by serving written notice to the Musician—with a copy to the Union— stating reasons for dismissal or discipline. Any warning provided by the

Association may only be used as the basis for discipline for a maximum of ~~twenty-four (24)~~ thirty-six (36) months from the date of the specific warning.

~~The first warning as provided above shall not be considered the start of disciplinary action. The second warning and subsequent actions shall be considered disciplinary in nature. Both the Association and Union shall be represented at any verbal discussions with the Musician unless the Musician waives the right of representation.~~

B. Demotion/Dismissal for Artistic Reasons

The Association shall have the right to dismiss or demote a tenured Musician for musical reasons - defined as failure to maintain the musical and artistic standards prescribed by the Music Director and the Association - in accordance with the progressive discipline process set forth in this and the following sections.

1. Notice: The Association shall provide written notice to the Musician of any artistic deficiencies, and the Music Director shall offer to meet with the musician. The musician shall have the right to decline to meet with the Music Director. At the meeting the Music Director shall outline the specific perceived deficiencies and identify ways to correct them. The written notification shall be considered the first step in the demotion/dismissal process and a copy shall be provided to the Union. Both the Association and Union shall be represented at any verbal discussions with the Musician unless the Musician waives the right of representation.

- ~~2.~~ Procedure: Following written notification, the affected Musician shall play in at least two of the next five ~~classical~~ sets offered which are conducted by the Music Director with the goal of correcting the stated deficiencies. If at the end of that period, the Music Director determines that the Musician's performance warrants dismissal or discipline, the Music Director shall issue an official written dismissal or discipline notice. Such notice shall be sent to the Musician, no later than ~~ten~~ fifteen (15) business days following the second ~~of the two Subscription sets~~ in which the affected Musician performed, and be effective immediately upon the expiration of the appeal period unless the musician submits an appeal. The Union shall be copied on the written notification. ~~In the event of dismissal if the musician does not appeal the dismissal, or the dismissal has been upheld after the appeal process, and there are sets remaining on the musician's PSA, the musician shall notify the Association within fourteen (14) days whether or not these remaining sets will be performed. If no notice is received within the 14 day period then the right to perform the remaining sets in the PSA shall be forfeited.~~

3. Appeal:
 - a.) If the affected Musician wishes to appeal the dismissal or discipline for musical reasons, the Musician shall send a written notice of appeal to the Association and Union within fifteen (15) business days after receipt of the dismissal or demotion notice. A Musician who has filed an appeal shall continue to be employed by the Association until the official decision letter has been issued.
 - b.) Upon receipt of the notice of appeal, the Association shall convene the Appeals Committee and schedule an Appeals hearing for a mutually agreeable date and time as soon as reasonably practical, but not more than 90 days from the date of receipt of the appeal. The Association shall communicate in writing the date, time and location of the Appeals Hearing to the affected Musician, the Union, the Music Director, and the Appeals Committee.
 - c.) The Appeals Committee shall ~~consist of the same musicians as elected to the Tenure Review committee. (See Article VI)~~ be comprised of five (5) Tenured Contract Musician members: two (2) 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 Appeals Committee shall elect a chairperson.

The Association shall select two (2) of the above Tenured Contract Musicians from any of the categories listed in XIII.B.3.c above for the Appeals Committee. The other three (3) committee members shall be selected from a ranking in each category determined by a vote of the Tenured Contract Musicians at the ratification of this agreement, or upon the engagement of a Music Director, whichever occurs last.

The results of the Appeals Committee ranking vote, 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 this section. Replacements for any of the three Appeals Committee members chosen from vote above but unable to serve for any reason including recusal shall be chosen by the Union in the rank order determined by the election above. Should a replacement for a Principal Musician in a given section not be available, a Principal Musician from another section shall be chosen in rank order of the vote above.

Members of the Appeals Committee shall be compensated at the same rate as the Audition Committee, per Article IX.H.

Musicians under the following conditions shall recuse themselves from participation on this committee:

- i. Personnel Manager and Librarian.
 - ii. A musician who has an outstanding Warning notice or notice of Dismissal under Article XIII of this Agreement, and who was not a member of the Appeals Committee when such notice was issued.
 - iii. A musician not returning the following season by reason of resignation or non-renewal.
 - iv. A member of the appealing musician's immediate family or any musician in 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 might constitute a conflict or the appearance of a conflict of interest.
 - vii. Any musician who has or has had a significant financial relationship with the appealing musician that might lead to undue influence in the proceedings.
 - viii. Any musician known to have a legal or personal conflict with the musician who is appealing the decision, which could be construed as either a conflict of interest or potential retribution.
- d.) At the Hearing, attended by the affected Musician, representatives from the Union, the Music Director, representatives of the Association and the Appeals Committee, the Music Director shall review the basis of the dismissal or demotion. The affected Musician shall present any information which the Musician believes refutes the basis for the decision. The Association and Musician may each call witnesses to testify in the hearing. The affected Musician shall also have the option to audition at the Appeals hearing, provided that they request an audition at the time they file their appeal. If no request for an audition at the Appeal Hearing is made, the Association shall have the option of holding the hearing and Committee deliberation via Zoom or other electronic option.
- e.) Following the Appeals Hearing, all five (5) Musician members of the Appeals Committee shall meet ~~with the Music Director~~ to discuss the decision. Following such discussion, the Appeals Committee shall vote by secret ballot, with no abstentions allowed, shall be taken to sustain or deny the appeal. Each of the five (5) Musician members of the Appeals Committee shall cast one (1) vote ~~and the Music~~

~~Director shall cast two (2) votes.~~ The votes shall be counted only by the Chairperson of the Appeals Committee and ~~a~~ by representatives of the Association and Union, both of whom shall place the ballots in a sealed envelope and place their signatures over the seal. Should the Hearing and deliberation take place via Zoom or other electronic option, voting shall be done by email to and prompted by the Union. The Union will immediately share the results with the Association and Chairperson of the Appeals Committee, who will affirm the result electronically. The envelope or affirmation shall be retained by the Association in a secure location. A majority vote to sustain or to deny the appeal shall constitute a final and binding decision.

- f.) Following the vote, the Association shall issue an official letter affirming or canceling the demotion or dismissal notice consistent with the secret ballot vote. Said letter shall be sent to the Musician, with a copy to the Union, the Players' Committee, and the Appeals Committee. The actual vote count shall not be disclosed.
- g.) The dismissal or demotion of a Tenured Musician for musical reasons in accordance with the procedures set forth above shall be effective immediately and not be subject to any further appeal, or to the grievance and arbitration procedures set forth in this Agreement.

C. Correspondence

Any correspondence related to disciplinary action or discharge shall be copied to the Union and chairperson of the Players' Committee.

Article XIV – Grievance and Arbitration

A. Grievance Procedure

1. A grievance is defined as any and all disputes between the Association and the Union and/or between the Association and a bargaining unit Musician.
2. Grievances shall be submitted in writing no later than thirty (30) calendar days from the date: a) Of the incident that gave rise to the grievance, or b) When the aggrieved party reasonably should have known of the incident or issue involved.
3. Upon presentation of a written description of and a possible remedy for the dispute, by one party to the other, the parties (or their designees) shall convene within thirty (30) calendar days of the postmarked letter to adjust the grievance. If no written resolution is achieved within twenty-one (21) calendar days of this meeting, the party initiating the grievance has ten (10) calendar days to notify the other party, if desired, of its intent to seek arbitration. If the parties cannot agree upon an arbitrator mutually acceptable to them with thirty (30) calendar days of this notification, an arbitrator shall be appointed pursuant to the Voluntary Arbitration Rules of the AAA, and such rules shall apply to the entire arbitration process. All grievances shall be delivered to the Arbitrator on the date of their selection per this section.
4. The arbitrator's decision shall be final and binding.
5. Each party shall bear the cost of the fees and expenses of its own witnesses and attorneys before the arbitrator. The cost of the fees and expenses of the arbitrator shall be divided equally between the parties.
6. The sole remedy available to any musician employee for any alleged breach of this agreement shall be pursuant to the grievance procedure.

Article XV – Dress

- A. For all performances, Musicians shall maintain dress in a clean and pressed condition and shall have shoes shined. In all instances, concert dress should be in good taste and of concert elegance. If a Musician's dress does not comply with the dress code said Musician may be notified verbally, in writing, or both. The

Association may request reasonable alterations to the dress code no less than 2 weeks before the first rehearsal.

1. Classics Concerts:
Option 1- Black suit, black long-sleeved collared dress shirt, black socks, black shoes. Tie optional, must be black if worn; or
Option 2- Black dress or skirt/slacks with $\frac{3}{4}$ or long- sleeved black blouse, black hose, black dress shoes. Skirt length to completely cover knee or longer, when sitting or standing.
2. Pops Concerts and Education Concerts:
Option 1- Dark colored suit, white or solid color dress shirt, black socks, black shoes, a tie in good taste; or
Option 2- Black dress or skirt/slacks with $\frac{3}{4}$ or long- sleeved black blouse, black hose, black dress shoes. Skirt length to completely cover knee or longer, when sitting or standing. Musician may choose to add a colorful scarf in good taste.
3. Movies in Concert:
Option 1- Black dress slacks, black long-sleeved collared dress shirt, black socks, black dress shoes; or
Option 2- Black dress or skirt/slacks with $\frac{3}{4}$ or long- sleeved black blouse, black hose, black dress shoes. Skirt length to completely cover knee or longer, when sitting or standing.
4. Outdoor Concerts:
Option 1- Black slacks, white or black long or short-sleeved button-up collared shirt (at the discretion of the Association), black socks, black dress shoes. No ties; or
Option 2- Black skirt covering below the knee or lower, white or black short-sleeved blouse (at the discretion of the Association), black hose, black dress shoes.
5. Special Occasion Dress:
Option 1- Black tails with white bow tie, white shirt, black socks and black dress shoes. If cummerbund or suspenders are worn, they should be white; or
Option 2- Long (ankle or tea length) all black dress, long-sleeved dress or equally long skirt/slacks with long- sleeved black blouse, black hose, black dress shoes.

Article XVI- Work Conditions

- A. The atmosphere and environment of rehearsal and performance venues greatly contribute to the Orchestra's maximum performance potential. At each service the Association shall make best efforts to:
1. Maintain a temperature between 68 and 85 degrees Fahrenheit indoors, and between 68 and 90 degrees Fahrenheit outdoors;
 2. Provide security for Musicians and their belongings;
 3. Provide adequate lighting in both the performance area and backstage area; and
 4. Provide a performance area free of direct sunlight and inclement weather.
However, both parties to this agreement understand that as the Association is neither the owner nor the primary occupant of any of its venues, this factor may adversely affect the Association's ability to provide the above conditions.
 5. The Association shall provide sounds shields as available
 6. The Association shall ~~make best efforts to~~ provide practice music to the Musicians ~~twelve (12)~~ fourteen (14) days before the first service of a set. Exceptions will be made for rental music, or conditions beyond the Associations control, on a case by case basis. If the Association receives fewer than fifteen (15) days notice of a vacancy, music shall be provided to substitutes as soon as possible.

7. The Association shall have the option of providing all practice parts electronically. If a Musician wishes to receive practice parts by mail that Musician shall notify the Association at least thirty (30) days before the first service of a set.
8. **Health & Safety:** The Association shall at all times maintain the stage and backstage areas and any other places used by the musicians in the execution of their occupational duties in accordance with the applicable Federal and State guidelines for safety and health. The Union shall immediately bring to the Association's attention any working condition(s) which the Union considers to be potentially hazardous. The Union and Association shall then work cooperatively to find an appropriate remedy to the situation.

B. Clock

The Association shall provide a clock that will be clearly visible to the orchestra during all rehearsals. Said clock will keep official time for these rehearsals.

C. Parking

The Association shall make best efforts to provide safe, convenient and free parking at all services. Parking for Double Basses, Contrabassoon and Tuba shall be provided in the Loading Dock area for all services at the Gallo Center for the Arts.

Article XVII- General Provisions

A. Complimentary Tickets

Every Musician performing in a set is authorized up to two (2) complimentary tickets for that set, subject to availability, ~~for subscription concerts only~~. Arrangements should be made with the Association only.

B. Force Majeure

In the event the Association cannot reasonably provide the employment to Contract Musicians required by the Agreement by reason of an Act of God such as fire, flood, pestilence or earthquake; or because of any rule(s) or regulation(s) promulgated by federal, state, or municipal authorities; or of a civil or military nature; or labor disputes, or other causes beyond the control of the Association, the Association shall be excused from performance hereunder. The Association is specifically relieved from payment for rehearsals or performances because of the unavailability of facilities resulting from the above causes. No officer, member of the Board of Directors or of the Executive Committee of the Association, or other agent of the Association shall be personally liable for any of the obligations of the Association due to a breach of this Agreement by the Association.

C. Bowings

The Concertmaster and String Principals shall be responsible for marking the bowings in their parts unless bowing is provided by the Music Director or guest conductor. The timeline for bowings and distribution of string music shall be as follows.

1. No later than eight (8) weeks prior to the first rehearsal of a set, the Association shall provide the music to the Concertmaster to bow. The Concertmaster shall have two (2) weeks to return completed bowings to the Association, either by mail or electronically. The Association shall provide an envelope with appropriate postage for the return of music or establish another system that is equally convenient for the Concertmaster.

Rental music that is received by the Association after this deadline shall be provided as soon as is reasonably possible.

2. No later than six (6) weeks prior to the first rehearsal of a set, the Association shall send the music and the Concertmaster's bowings to the string principals. The String Principals shall have two (2) weeks to return completed bowings for their parts to the Association, either by mail or electronically. The Association shall provide an envelope with appropriate postage for the return of music or establish another system that is equally convenient for the Principal.

Absent any factors beyond control of the Association, copies of the bowed music shall be ~~distributed~~ made available to string musicians no later than twelve (12) days prior to the first set rehearsal.

3. The Concertmaster shall provide bowings for each set unless the Concertmaster has notified the Association of a set absence no fewer than ten (10) calendar weeks in advance of the set. The Concertmaster shall provide bowings for music provided by the Association prior to that date. Music not received by the Concertmaster prior to that date shall not be the responsibility of the Concertmaster.
4. String Principals shall provide bowings for each set unless the Principal has notified the Association of a set absence no fewer than eight (8) calendar weeks in advance of the set. The Principal shall provide bowings for music provided by the Association prior to that date. Music not received by the Principal prior to that date shall not be the responsibility of the Principal.

D. The Association shall provide the principal percussionist with percussion music not later than eight (8) weeks before the beginning of rehearsals for the affected concert(s), availability permitting. The principal percussionist shall advise the Association of relevant rental and cartage considerations not considered in the above no later than six (6) weeks before the beginning of rehearsals for the affected concert(s). If the principal percussionist withdraws from a set fewer than eight (8) weeks prior to the first rehearsal, the principal shall still be responsible for fulfilling the requirements of this paragraph.

E. Notification

Notices or mailings required in this Agreement shall be considered sent on the date of the postmark if mailed or on the date of transmission if sent electronically.

Article XVIII – Artistic Advisory Committee

A. Artistic Advisory Committee: Upon ratification of this Agreement an Artistic Advisory Committee shall be elected and shall serve for a term of two (2) years. The Artistic Advisory Committee shall consist of three (3) tenured members of the Orchestra. The purposes of the Artistic Advisory Committee ~~is~~ are to:

- ~~1. Assist the Audition Committee as described above.~~
- ~~2. Assign tenured Musicians to Audition Committee.~~
3. ~~Act~~ act as a free sounding board between the Orchestra, the Association and the Music Director.

This Committee is to be free to discuss all matters of artistic implication, considered in the broadest sense, except matters concerning individual members of the Orchestra that in any way might be injurious to their position within their profession, or among their colleagues.

Article XIX – Conductor Evaluation

A. Music Director

1. A link to online evaluation forms shall be distributed to all Contract Musicians prior to the end of the season. The Players' Committee will coordinate this evaluation, compile the results, and share a statistical summary and Musicians' comments electronically with the MSOA. ~~in a meeting with the President of the Association and the Board Chair, or their designees.~~
2. A standardized electronic form as mutually agreed upon by the Players' Committee and the Association shall be used for all such evaluations. There shall be a statement on these forms warning Musicians to avoid including any remarks that might identify them as the author. Strict confidentiality of such evaluations shall be maintained by the Players' Committee and the Association representatives.

3. Contract Musicians shall be requested to complete evaluation as instructed. The results of the evaluations shall be tabulated by the Chair of the Players’ Committee or designee within 30 calendar days after the last concert set of each concert season.

B. Guest Conductors and Music Director Search Candidates

At the last service of every concert set involving a guest conductor or Music Director Search Candidate, all Contract Musicians who performed for the guest conductor shall be given a link for the anonymous confidential electronic evaluation of that conductor. The Players’ Committee will share the results electronically with MSOA. ~~The Players’ Committee and the Association shall coordinate the scheduling of a meeting in which the results of the guest conductor evaluations will be shared. This meeting shall be conducted along the same guidelines as those for the Music Director, as specified above.~~

Article XX – Joint Labor Management Committee

- A. The Association and Union shall each appoint four (4) representatives to a joint labor-management committee to be called the “Liaison Committee”. This Committee shall meet at a minimum twice per year to discuss matters of interest to either party. The Committee shall establish ground rules for discussion, as it deems appropriate.
- B. The Players’ Committee and the Association shall meet at least once each year to discuss matters of interest to either party. Ground rules for such meetings shall be established as agreed between the parties.

Agreed to this _____ day of _____, 2025 by and between the Modesto Symphony Orchestra Association and the American Federation of Musicians, Local 12.

Modesto Symphony Orchestra Association

American Federation of Musicians, Local 12

Laura Bream, Chair

Thomas Derthick, President

Caroline Nickel, President and CEO

Jo Gray, Chair, Players’ Committee

APPENDIX 1

Code of Ethical Audition Practices

The following code of ethical audition practices, approved in 1984 by the International Conference of Symphony (ICSOM), the Major Orchestra Managers Conference MOMC and the American Federation of Musicians (AFM), is a document of suggested procedure for management and orchestra Musicians alike. As with all codes of ethics, it is not a contract; no one is involuntarily bound to it and it contains no provisions for punitive action. Those who endorsed it have maintained that they will conduct their auditions in accordance with the principles articulated therein, with the tacit assertion that they think others should do likewise. The code of ethics was conceived and formulated by the Major Managers ICSOM Liaison Committee, the first time that both ICSOM and MOMC have acted in concert rather than autonomously in addressing such a major issue. In the belief that the code may be improved over time, it includes a provision for regular review by a joint committee of representatives from the three endorsing organizations.

1. **Purpose and Scope of Code:** It is of utmost importance to Musicians, managers and Conductors that auditions be conducted in accordance with guidelines ensuring competition that is fair to all who audition while providing the best results for orchestras seeking Musicians.

2. **Preparation for Auditions:**
 - a.) Notices of auditions should be given only for genuine vacancies, including newly created positions, which the management intends to fill as a result of those auditions, with no predeterminations having been made as to who will be hired. Musicians taking such auditions should only do so with the intention of accepting the position if it is offered.
 - b.) Auditions should be advertised in appropriate places. Notices should be clear and complete, specifying the Position intended to be filled by the auditions, the person to contact in response to the notice and the dates that applications are due and that auditions should be held. Notices should appear far enough in advance for interested Musicians to apply and adequately prepare.
 - c.) All applicants should be sent written responses to their applications. Invited applicants should be sent clear instructions setting forth the date, time and place of the audition, the complete audition repertoire (excluding sight reading repertoire) and parts for announced excerpts not generally available. All parts supplied by the orchestra should be legible and identical for all candidates.
 - d.) Applicants should be given notice that if they choose not to attend the audition they should promptly notify the personnel manager or other designated person.

3. **Conduct of Auditions:**
 - a.) In preparing for and conducting auditions, all participants should be aware of policies and procedure governing those auditions, including this code.
 - b.) Although the existence and composition of an audition committee and the nature and extent of its participation in auditioning and hiring is determined locally, Musicians' involvement should at least include the initial screening of applicants.
 - c.) Applicants should not be disqualified from auditioning on the basis of information about them obtained from current or previous Associations or from other institutions to which they have applied.
 - d.) Auditionees should be given sufficient time and, to the extent possible, adequate private facilities in which to warm up and practice.
 - e.) Parts supplied by the orchestra for auditions should be in good condition, legible and clearly marked as intended to be played at the audition.
 - f.) There should be no discrimination on the basis of race, sex, age, creed, national origin, religion, or sexual preference; steps ensuring this should exist in all phases of the audition process.
 - g.) There should be reasonable accommodation for the disabled.
 - h.) Auditionees should be given opportunity and encouragement to comment, anonymously if desired, to the audition committee and management about the audition process.
 - i.) Auditionees should be notified of their status in the audition process immediately upon such determination. Candidates under active consideration after auditions are completed should be so notified and given an estimated time of final decision.
 - j.) Auditionees should be informed prior to auditions of the orchestra's policy regarding reimbursement of auditionees' expenses for additional stay or travel incurred at the request of management.

APPENDIX 2
Modesto Symphony Orchestra Roster

FIRST VIOLIN

VACANT, Concertmaster
Illana Blumberg-Thomas, Associate Concertmaster
Dagenais Smiley, Assistant Concertmaster
Kirstan Hilton
Mark Neyshloss
Valerie Tisdell
Joseph Galamba
Xander Abbe
VACANT
VACANT
VACANT
VACANT

SECOND VIOLIN

Miriam Cottin-Rack, Principal Second Violin
VACANT, Assistant Principal Second Violin
Josephine Gray
Donald Grishaw
Juan Carlos Gutierrez
Paul Kim
Sarah Elert
VACANT
VACANT
VACANT

VIOLA

Patricia Whaley, Principal Viola
VACANT, Assistant Principal Viola
Pauline Metzgar
VACANT
VACANT
VACANT
VACANT
VACANT

CELLO

Kathleen Balfe, Principal Cello
Jonathan Flaksman, Assistant Principal Cello
Aidan Hogan
Daniel Davies
Hannah Harrington
Dina Weinshelbaum

BASS

Raymond Vargas, Principal Bass
VACANT, Assistant Principal Bass
Alden Cohen
VACANT
VACANT

FLUTE

Johanna Borenstein, Principal Flute
Debra Dix, 2nd Flute
Gail Edwards, 3rd Flute/Piccolo

OBOE

VACANT, Principal Oboe
VACANT, 2nd Oboe
VACANT, 3rd Oboe/English Horn

CLARINET

VACANT, Principal Clarinet
VACANT, 2nd Clarinet
VACANT, 3rd/Bass Clarinet

BASSOON

VACANT, Principal Bassoon
VACANT, 2nd Bassoon
VACANT, 3rd/Contrabassoon

FRENCH HORN

Melia Badalin, Principal French Horn
VACANT, 2nd French Horn
Adam Wolf, 3rd French Horn
William Harrington, 4th French Horn

TRUMPET

John King, Principal Trumpet
VACANT, 2nd Trumpet

TROMBONE

Samuel Wamhoff, Principal Trombone
Hiram Rodriguez, 2nd Trombone
Wayne Solomon, 3rd/Bass Trombone

TUBA

Forrest Byram, Principal Tuba

TIMPANI

John Weeks, Principal Timpani

PERCUSSION

Thomas Rance, Principal Percussion
Joseph Runnels

HARP

VACANT, Principal Harp

PIANO/KEYBOARD

VACANT