

**MASTER  
CONTRACT AGREEMENT**

**Between**

**AMERICAN FEDERATION OF MUSICIANS  
LOCAL 400, HARTFORD, CONNECTICUT**

**And**

**HARTFORD SYMPHONY ORCHESTRA, INC.  
a non-profit corporation**

**Effective Date: September 1, 2021**

**Expiration Date: August 31, 2022**

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# MASTER CONTRACT AGREEMENT

This AGREEMENT is made as of this 17th day of May, 2021, between the **HARTFORD SYMPHONY ORCHESTRA, INC.** (hereinafter referred to as the “Symphony” or the “Employer”), and the **AMERICAN FEDERATION OF MUSICIANS, LOCAL 400, HARTFORD, CONNECTICUT** (hereinafter referred to as the “Union”), for a period commencing on September 1, 2021 and terminating on August 31, 2022. The Symphony recognizes the Union as the sole and exclusive bargaining agent for the playing members of the Hartford Symphony Orchestra.

## W I T N E S S E T H:

### SECTION 1. ORGANIZATION OF AGREEMENT

Conditions pertinent to Core, Basic, Service, Right-of-First-Refusal and Extra musicians are differentiated by specific designation.

### SECTION 2. COOPERATIVE INTENT

In light of the parties’ desire to work together in the mutual best interest of the Symphony and the musicians, they agree to work cooperatively in resolving issues. Requests for exceptions to the contract shall be in writing thirty (30) days in advance, when possible, and shall be on a case-by-case basis. The parties will respond expeditiously.

### SECTION 3. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

**Basic Orchestra** - The term "Basic Orchestra" means the fifty-three (53) salaried players in the Orchestra as defined in Section 5.8, including those players who are members of the Core Orchestra.

**Basic Services** - Services which utilize thirty-eight (38) or more players on one composition shall constitute “Basic Services”. The number thirty-eight (38) does not contradict previous language designating the Basic Orchestra as fifty-three (53) members.

**Cartage** - “Cartage” occurs when a musician is required to transport their instrument that is normally classified as a cartage instrument.

**Cartage Instruments** - “Cartage Instruments” are defined as: Harp, Harpsichord, Mallet Instruments, Timpani,



Drum set, Chimes, Contrabassoon, Electric Keyboard with amplifier, amplifier or electronic media equipment for small ensemble presentations, i.e. Projector, Screen and Laptop computer.

**Contracted Players** - The term “Contracted Players” means Core, Basic, Service, and Right-of-First-Refusal Players.

**Core Orchestra** - The term “Core Orchestra” means the thirty-one (31) salaried players as defined in Section 5.8.

**Hybrid Service** - The term “Hybrid Services” means a set of rehearsals and concerts that utilize both guaranteed and extra services. They are allowed only if a musician is free to turn down all of the work offered without being docked.

**Music Director** - The term “Music Director” means the music director of the Symphony.

**Orchestra** - The term “Orchestra” includes Service and Right-of-First-Refusal players, together with all members of the Basic Orchestra, where the context so permits.

**Outreach** - Services for education and community engagement programs including but not limited to Symphony in the Schools, Musical Dialogues, Musicians Care, Instrument Discovery Lab and similar.

**Executive Director** - The term “Executive Director” means the executive director of the Symphony.

**Run-Out** - A “run-out” shall be defined as a concert given at a location more than thirty-five (35) miles radius from the center of Hartford, in which total time from departure to the return is no more than thirteen (13) hours, and following which the Orchestra returns without overnight lodging away from Hartford.

**Service** - The term “Service” shall be understood to refer to any meeting of the musicians called by the Symphony including but not limited to rehearsals, performances, workshops, lecture-demonstration (including but not limited to teaching/coaching), public relations calls, professional development or assigned non-governance meetings with the administration.

**Tour** - A “tour” shall be defined as one or more out-of-town services which require(s) an overnight stay.

**Tour Day** - A “tour day” shall be defined as a day in which the Orchestra does not return to Hartford the same night. This shall include the day of departure from and the day of return to Hartford.

**Tour Week** - A “tour week” shall be defined as a calendar week which contains four (4) or more tour days.

**SECTION 4. SERVICES**

**4.1 Definition of a Season**

- (a) The Symphony will give notice of the date of the beginning of the season by May 1 of each year.
- (b) Each season during the term of this Agreement shall consist of a winter season of 38 consecutive paid weeks, one of which will be vacation as defined by Section 5.6. "Vacation Pay," and a summer season of 5 consecutive paid weeks.

**4.2 Service Guarantee**

<b>Basic and Service</b>	<b>Core</b>
<p>The Symphony shall be entitled to 98 services of the Basic Musicians and 42 services of the Service Musicians in the 2021-22 season .</p> <p>To ensure that all Service Players are offered the minimum guarantee, rotation of the Service Players at various services may be practiced at the discretion of the Music Director.</p>	<p>The Symphony shall be entitled to 125 services of the Core Musicians in the 2021-22 season, inclusive of Basic Services.</p>

**4.3 Definition of a Work Week**

- (a) A work week will begin on Monday and end on Sunday, except that the first week of the season may begin on a day other than a Monday and in such case the last week of the season will end on the corresponding prior day of the week (e.g., if the Basic season, for reason of Jewish holidays, begins in September on a Thursday to allow sufficient rehearsal time for a concert, the Basic season would end the following May on a Wednesday).

Basic	Core
<p>No more than seven (7) services may be scheduled per week without the consent of the Orchestra Committee; except that without such consent seven and one-half (7 1/2) services may be scheduled in weeks containing Family or Discovery Concerts. The number of holds in the schedule and scheduled services or any combination thereof may not exceed the allowable totals per week.</p>	<p>Members of the Core Orchestra shall not be required to perform more than eight (8) services per week with the provision that nine (9) services per week may occur no more than four (4) times per season if the week preceding or following is seven (7) or fewer services and provided that weeks of nine (9) services are not consecutive.</p>

- (b) No services may be scheduled before 9:00 a.m. No service shall begin before noon on the Friday after Thanksgiving. Afternoon dress rehearsals for Talcott Mountain Music Festival services shall be permitted.

Basic	Core
<p>No weekday services (except Discovery Concerts and Outreach performances) may be scheduled before 6:30 p.m. or weekday travel before 6:00 p.m. with the understanding that requests for exceptions (such as for touring and rehearsals to accommodate guest artists) will be brought by management to the Orchestra Committee.</p> <p>Three (3) exceptions shall be allowed at the Symphony's discretion.</p>	<p>Outreach performances and other Core daytime services must end before 1:00 p.m. Eleven (11) exceptions shall be allowed at the Symphony's discretion.</p>

- (c) All rehearsals must end by 10:00 p.m., except when overtime has been called, pursuant to Section 5.5. All concerts must end by 10:35 p.m. with one exception per year until 11:00 p.m.

- (d) Nothing is to be scheduled on the following holidays: the two (2) days of Rosh Hashanah, the (2) days of Yom Kippur, the first two (2) days of Passover, Christmas, Good Friday, Holy Saturday, Easter, New Year's Day (after 2:00 a.m.), and Thanksgiving. The Jewish High Holidays restricted time begins at sundown the day prior to and ends at sundown on the day of the holiday.
- (e) Sunday will be a day off during the Basic and Core seasons with the provision that Sunday services may be utilized up to twelve (12) times over the course of the Winter and Summer Seasons provided that the preceding Saturday or the following Monday or Tuesday is free. These services will be included in the guarantee for all affected Musicians and will be paid at the service rate provided in Section 5.1 with no provision for incremental payment. Sundays during the season beyond the twelve (12) exceptions will be paid at 150% cash compensation (not guaranteed services). The preceding Saturday or the following Monday or Tuesday shall be free. Additional Sundays shall not be scheduled during the season without the prior approval of the Orchestra, which approval shall not be unreasonably withheld. Management shall notify the Union as soon as possible about such additional Sundays and the Union shall have two weeks to respond. If the Union refuses the request, then the employer or the sponsor may contract other musicians at the same per-service rate specified in the contract (Section 5.1).
- (f) No more than two (2) services per day may be scheduled with the provision that no more than five (5) hours per day may be scheduled on Discovery Concert and Family Concert days.

#### **4.4 Rehearsal Length**

All rehearsal services will be two and one-half hours (2 1/2) hours in length except three (3) hours will be allowed for single dress rehearsals for all other concerts. The dress rehearsal for Family Concerts may be divided into two (2) one and one-half (1 1/2) hour rehearsals, the first one and one-half (1 1/2) hour rehearsal to take place on the same day as a two and one-half (2 1/2) hour rehearsal and the second one and one-half (1 1/2) hour rehearsal to take place on the day of the performance. Food and beverage will be provided to the musicians between services in each such instance. Symphony will make its best effort to avoid the use of half services.

#### **4.5 Rehearsal Breaks**

A rehearsal shall not exceed its scheduled length except when overtime is announced. During each scheduled three- (3) hour rehearsal, there shall be a total of thirty (30) minutes intermission time. The first ten- (10) minute intermission period shall be called not later than seventy-five (75) minutes after commencement time. The last ten- (10) minute intermission period shall commence ten (10) minutes before the end of the rehearsal period. The other ten- (10) minute intermission period shall be called by the Conductor. During a scheduled two and one-half (2 1/2) hour rehearsal, there shall be one fifteen- (15) minute intermission and it shall occur not later than seventy-five

(75) minutes after the beginning of the rehearsal. During a scheduled one and one-half (1 1/2) hour rehearsal, there will be one fifteen- (15) minute intermission.

#### **4.6 Saturday Rehearsals**

Saturday rehearsals will conclude at or before 6:00 p.m.

#### **4.7 Sound Check**

It is possible to schedule a sound check (i.e., a chance to test the acoustics of the hall). All sound checks are limited to one (1) hour in length. A sound check that is no more than two (2) hours before the scheduled start of a performance will be paid at one-half (1/2) of the basic service rate. For a sound check that is scheduled for greater than two (2) hours before the start of a performance, a meal will also be provided. Any sound check made three (3) hours or greater before the scheduled start of a performance will be paid at one (1) full basic service rate, and a meal will be provided.

#### **4.8 Concert Length**

A concert shall not exceed two and one-half (2 1/2) hours from the time it is called, including one fifteen- (15) minute intermission that must be called not later than one and one-half (1 1/2) hours after the beginning of the concert. Special exceptions may be made with the consent of the Orchestra. The Symphony will make every reasonable effort to keep the duration of full-length performances, particularly for Masterworks performances, to no longer than two and one-quarter (2 1/4) hours.

#### **4.9 Discovery and Family Concerts**

"Discovery" concerts are defined to mean Education concerts performed for children on weekdays only, in single or double performances, each no more than sixty (60) minutes in length. All such sixty- (60) minute performances may conclude within seventy-five (75) minutes of the stated start time, however; double performances are to be concluded within three and one quarter (3 1/4) hours from the start of service without exception. Refreshments will be provided between double performances. All performances will end no later than 1:00pm, paid parking will be provided at designated lots.

Family concerts are defined to mean concerts performed for children and families on weekends only, in single or double performances. Single performances may be up to two and one-half (2 1/2) hours in duration, double performances may be no more than sixty (60) minutes in length each. All such sixty- (60) minute performances may conclude within seventy-five (75) minutes of the stated start time, however; double performances are to be concluded within three and one quarter (3 1/4) hours from the start of service without exception. Refreshments will be provided between double performances. Paid parking will be provided at designated lots.

(a) On-site community engagement activities (such as instrument discovery labs, instructional sessions, meet and greets, and demonstration performances) may be substituted for one of the above sixty- (60) minute Discovery or Family concert performances. In such cases there shall be a break of no less than fifteen (15) minutes between a concert performance and such engagement activities.

#### **4.10 Chamber Orchestra Ensembles**

Services that utilize thirty-eight (38) or more players on one composition shall constitute Basic services. The number thirty-eight (38) does not contradict previous language designating the Basic Orchestra as fifty-three (53) members (Section 3). The Symphony may create chamber orchestra ensembles of various sizes from the musicians of the Orchestra if available. Contracted services due the Symphony by the Basic Orchestra musicians may be used for these ensembles. This shall not violate the provision against background music in Section 25.8.

#### **4.11 Cooperative Program Development**

HSO programs may be developed in order to achieve any two (2) of the following objectives:

- a) to increase and vary the services provided to the community by the HSO.
- b) to broaden the reach and appeal of the HSO.
- c) to enhance the educational outreach of the HSO and its programs by using the musicians of the HSO, with their talents and artistry, for the benefit of the community.

Such cooperative programs will be developed by an HSO musician(s) and management representatives. HSO musicians who materially participate in the development of such programs that are produced by the Symphony shall have the right of first refusal for their programs. All other aspects of the CBA will be adhered to. Musician compensation for such programs shall be paid as extra work.

#### **4.12 Sunday Serenades**

The following provisions shall apply to Sunday Serenades:

The additional Sundays shall be optional and at the discretion of the musician. Sunday work shall be paid at 150%. If unallocated services are used for Sunday Serenades, musicians shall not be docked guaranteed services for turning down the work. The right of first refusal shall be maintained. Should no member of the Hartford Symphony decide to play said services, all participants shall be members of the Union or permission shall be sought on a case-by-case basis from the Union to contract non-members. Hybrid services may be used if all the preceding conditions are met.

## SECTION 5. WAGE SCALES: SALARY

### 5.1 Minimum Per-Service Value

	2021-2022
Basic Player	
Regular	\$136.52
Discovery Concert Services (Performed in Pairs)	\$204.80
Assistant Principal (15%)	
Regular	\$157.00
Discovery	\$235.52
Assistant Principal (25%)	
Regular	\$170.66
Discovery	\$255.98
Principal (35%)	
Regular	\$184.30
Discovery	\$276.46
Principal (50%)	
Regular	\$204.80
Discovery	\$307.19

All over-scales will be computed based on each year's base rate.

\* Any musician appointed to the position of Assistant Principal after the 1981-1982 auditions will be paid a differential of 15% above the unit scale of the Basic Orchestra. Any Assistant Principal as of the 1981-1982 auditions and remaining in that position will be paid at a 25% differential.

\*\* After the 1981-82 auditions, any musician appointed to the position of Principal will be paid a differential of 35% above the unit scale of the Basic Orchestra. Any Principal as of the 1981-1982 auditions and remaining in that position, and any Assistant Principal as of the 1981-1982 auditions who is later appointed a Principal will be paid a 50% differential.

## 5.2 Weekly Salaries

- (a) Earnings will be paid on a bi-weekly basis. Checks will be deposited or mailed to musicians on the Wednesday following each pay period of the season, unless a bank holiday occurs on the preceding Monday or Tuesday in which case the pay date may be delayed to Thursday.

### Core & Basic

Minimum weekly salaries for tenured Core and Basic players will be computed as follows:

Per-service rate (including premium as appropriate) x number of guaranteed services = annual salary (without paid vacation week)

Annual salary (without paid vacation week) / 42 play weeks = weekly salary (without paid vacation week)

(Annual salary (without paid vacation week) + weekly salary (without paid vacation week)) / 43 = Minimum weekly salary

Minimum weekly salaries for non-tenured Core and Basic players will be computed as follows:

Per-service rate (including premium as appropriate) x number of guaranteed services = Annual salary

Annual salary / 43 season weeks = Minimum weekly salary

## 5.3 Non-Designated Premium Chairs

Non-Designated Premium chairs in the Orchestra with Assistant Principal pay are designated as follows: Two (2) non-designated Assistant Principal horns and Third (Bass) Trombone.

## 5.4 Doubling

Doubling is defined to take place when a musician plays an instrument which is not their contracted instrument. A player cannot be denied re-employment for refusing to sign an individual contract which includes the new (doubling) instrument(s). The following instruments are not construed as doubling: piano, celeste and harpsichord; various percussion instruments except timpani; various sizes and keys of trumpet, except piccolo, rotary-valve and natural trumpets, which shall be considered doubling instruments only at the directive of the conductor or when dictated by the score, and tubas. In the case of the Assistant Principal and Principal Bassoon, the contrabassoon will be considered doubling and eligible for the per-service doubling fee.

A contracted player who, for any service, plays an instrument not defined in their contract shall be paid doubling for that service even if they play only the undefined instrument at said service. No player shall refuse a



reasonable request to double.

A musician of the Basic Orchestra who is called upon to play an extra instrument not exempted herein shall receive, in addition to their regular salary or per-service scale, 25% of the minimum scale for the first additional instrument, 10% for the second, and 5% for each instrument thereafter. Payment will be made only for those services in which doubling occurs. Alternatively, the Symphony may offer on an annual basis, particularly the Assistant Principal oboist, Assistant Principal flutist, and Assistant Principal clarinetist, to pay a minimum additional amount of 10% of the minimum weekly Basic Orchestra salary to play the additional instruments that may be listed in his contract. If such musician receives such annual increment, they will not receive a doubling premium on a per-service basis.

Additional parts played, cued or inserted, shall be considered doubling. If a musician is called upon to read notes from more than one part, and they find the procedure overly awkward and inconvenient, they may have the option of having the material affixed to their own part for their greater convenience by the Librarian. Traditional procedures in the percussion section will not be affected by this provision.

#### **5.5 Overtime**

Overtime will be paid on the following formula:

- (a) Fifteen (15) minutes or less of service overtime will be paid at the rate of one and one-half (1 1/2) times the fifteen- (15) minute value of the musician's pro rata hourly rate, which is equal to one tenth (1/10th) of each musician's service rate. There will be no intermission.
- (b) For each thirty (30) minutes of rehearsal overtime, there will be one five- (5) minute intermission.

If a rehearsal goes into overtime, that overtime will be mandatory if the possibility of overtime is announced either at a prior rehearsal or 24 hours in advance of the rehearsal. If a dress rehearsal or concert goes into overtime, that overtime will be mandatory even if the possibility of overtime has not been announced in advance.

#### **5.6 Vacation Pay**

For the term of this Agreement the week of paid vacation for tenured members of the Core and Basic Orchestra shall begin either December 24 or 25. The vacation week will consist of seven (7) consecutive days. If one or more of the holidays listed in Section 4.3(d) occur during the vacation week, the vacation week will be extended accordingly. December 24 may be utilized for Ballet services only. Such services must end by 5:30 p.m. and shall be optional. Any musician electing not to perform such services must give notice of such intent by October 15. Such musician shall not be denied participation in related Ballet services due to their unavailability on December 24.

#### **5.7 Seniority**

At the beginning of each season a payment of \$100 shall be made to each contracted musician who has completed 25 years of service.

## 5.8 Minimum Number of Salaried Players

<b>Basic</b>	<b>Core</b>
<p>The minimum number of salaried (Basic Orchestra) players shall be 53.</p> <p><u>Instrumentation</u></p> <p>The Basic Orchestra shall be composed of the following:</p> <ul style="list-style-type: none"><li>17 violins (9 first and 8 second)</li><li>6 violas</li><li>5 celli</li><li>4 double bass</li><li>2 flutes</li><li>2 oboes</li><li>2 clarinets</li><li>2 bassoons</li><li>4 horns</li><li>2 trumpets</li><li>3 trombones</li><li>1 tuba</li><li>1 timpani</li><li>2 percussion</li></ul>	<p>The minimum number of salaried (Core Orchestra) players shall be 31.</p> <p><u>Instrumentation</u></p> <p>The Core Orchestra shall be composed of the following: 10 violins (5 first and 5 second)</p> <ul style="list-style-type: none"><li>3 violas</li><li>3 celli</li><li>1 double bass</li><li>2 flutes</li><li>2 oboes</li><li>2 clarinets</li><li>2 bassoons</li><li>2 horns</li><li>2 trumpets</li><li>1 trombone</li><li>1 timpani/percussion</li></ul> <p>Any string players to be added to the Core shall be determined by internal auditions of the non-Core musicians, except in the case of the addition of a second bass to the Core, at which time the position will be offered first to the Assistant Principal Bass. Non-string positions shall first be offered to Principal, then Assistant Principal, then Premium players, and then Right-of-First-Refusal musicians of each added instrument.</p>

## **SECTION 6. CONTRACTED SERVICE, RIGHT-OF-FIRST-REFUSAL AND EXTRA PLAYERS**

### **6.1 Service, Right-of-First-Refusal and Extra Players**

Service, Right-of-First-Refusal and Extra Players will be paid at the established per-service rates for regular players of the Basic Orchestra.

### **6.2 Number of Service Players**

The number of Service Players shall be guaranteed at 25, consisting of 11 violins (5 first and 6 second), 6 violas, 5 celli, and 3 double basses. The full string complement will consist of 57 musicians: 28 violins (14 first and 14 second), 12 violas, 10 celli, and 7 double basses.

### **6.3 Use of Service Players in Concerts**

Service players will play all services that occur previous to subscription concerts that use full orchestra repertoire from classical subscription concerts for which they are employed. Run-outs that occur after the series subscription concert is held may be performed without Service players, up until that point in the season when the Basic guarantee is met for Basic string players. Once the service guarantee is met for the Basic string players, the full orchestra will be used for all run-outs performing full orchestra repertoire from classical subscription concerts.

### **6.4 Right-of-First-Refusal**

A written offer of first refusal, along with a preliminary service schedule, shall be given to the following individuals on a yearly basis: Third Trumpet, Third Flute/Piccolo, Third Clarinet, Third Oboe/English Horn, Third Bassoon/Contrabassoon, Fifth Horn, Harp, and Keyboard with the understanding that the Keyboard Right-of-First-Refusal position may be bypassed in instances where a sponsor or conductor has another preferred keyboard player with whom they regularly work and who must be a member of American Federation of Musicians. Written notice with evidence of the request from the sponsor or conductor will be given to the Union before the non-Symphony keyboard player is engaged.

## **SECTION 7. OTHER SCALES**

### **7.1 Radio**

One-time broadcast of concerts is permitted on Public Radio without additional compensation. Radio broadcasts will be approved by the Music Director with the advice of the Musicians' Artistic Advisory Committee to ensure the highest standards possible. For broadcast on local commercial radio stations, players will each receive \$20.00 in addition to regular wages.

### **7.2 Television**

For broadcast on local commercial television stations, players will each receive \$35.00 in addition to regular wages

### 7.3 Training

Symphony has the right to require all musicians to participate in mandatory Federal and State administrative training sessions. Symphony may also make non-mandatory training sessions available to HSO musicians at their discretion. Musician participation in training sessions shall be compensated at an hourly rate equal to twenty percent (20%) of the Basic player regular per-service rate as described in Section 5.1. Training sessions made available to musicians online or via printed materials, to be completed at musicians' convenience within a defined time period, shall be compensated in fifteen- (15) minute increments with a thirty- (30) minute minimum, and in accordance with estimated time duration as recommended by training material provider. Training sessions conducted in-person or via video conference, at a predetermined date and time, will be compensated in thirty- (30) minute increments with a sixty (60) minute minimum. All training sessions shall be compensated as extra work unless a session duration is two and one-half (2 1/2) hours. For Core and Basic musicians, such sessions shall be compensated as a full service at each musician's personal service rate and applied toward service guarantees. For Service and Right-of-First-Refusal musicians, all such sessions shall be compensated as extra work.

### 7.4 Chamber Music Premium

A minimum 20% chamber music premium per service shall be paid to all musicians who play an individual part in a recital setting. If the rate established in an individual service agreement of a premium chair player is greater than 20%, that player will be paid according to the rate set in their individual service agreement. Outreach services are excluded.

### 7.5 Cartage

Cartage fees will be paid for all cartage instruments listed below where transportation is not provided by the Symphony.

Tubular Chime Set, Harp, Harpsichord, Tympani (per set), Mallet Percussion Instrument, Tam-Tam, (30 inches or larger), Chimes, Electronic Keyboard w/Amp, Drum Set

Any one of the above	\$30.00
Second, an additional	\$20.00
Each succeeding one, an additional	\$15.00
P.A. system or Amplifier, when required	\$25.00
Contra-bassoon	\$10.00

When musicians use any one or combination of the following multimedia equipment in small ensemble presentations, cartage will apply: Projector, Screen and Laptop Computer. \$15.00

## **7.6 Cartage Mileage**

When a player of a cartage instrument is required to use their personal vehicle for services outside a ten- (10) mile radius from the center of Hartford, they will be paid the current IRS mileage rate from the center of Hartford.

## **7.7 Out-of-Town Services**

### **(a) Run-Out Services**

#### **(i) Conditions and General Provisions**

- (A) No weekend travel may begin before 9:00 a.m. No weekday travel may begin before 6:00 p.m. with the exception that 5:00 p.m. departures may be allowed ten (10) times per year. No travel shall begin before noon on the Friday after Thanksgiving.
- (B) The Symphony shall provide transportation by train, air, or buses equal in quality to those used by commercial bus lines. Air and train travel may include coach seating. Transportation shall be by common carriers, properly insured and licensed under appropriate state and/or federal regulations.
- (C) Appropriate transportation will be provided. If one-way distance exceeds seventy-five (75) miles, either train or airplane transportation is preferred; but if travel must be by bus, a ten- (10) minute rest stop is required every two (2) hours if there are not proper rest room facilities on the bus. However, if there are proper rest room facilities on the bus, a ten- (10) minute rest stop is required every three (3) hours.
- (D) The Symphony shall provide transportation to and from restaurants or eating facilities (when applicable), if none is within reasonable walking distance.
- (E) Travel time shall be computed door-to-door from the scheduled departure time to the actual arrival time. Such computation shall include rest stops when applicable.
- (F) Total travel time (round trip) shall not exceed eight (8) hours.
- (G) For a run-out, arrival at a service site shall be no less than forty-five (45) minutes before said service begins if the time on the bus has been ninety (90) minutes or more; if the time on the bus has been less than ninety (90) minutes, then arrival at the service site may be no less than thirty (30) minutes before said service begins. If the service is a rehearsal,

arrival thirty (30) minutes prior to service is adequate.

- (H) If departure from Hartford is before 4:00 p.m., arrival at the service site must be at least one and three-quarter (1 3/4) hours before said service is to commence, unless otherwise specifically agreed to by the Musicians, or unless a rehearsal precedes the concert. In such event, there shall be a one and one-half (1 1/2) hour break between rehearsal and concert. In either event, the one and three-quarter (1 3/4) hours or one and one-half (1 1/2) hours shall include applicable meal break.
- (I) If arrival in Hartford is after 12:00 a.m., the Symphony shall pay late arrival allowance as scheduled in Section 7.7(a)(ii)(B). In no case shall a run-out exceed thirteen (13) hours or arrival be after 2:00 a.m. In such event, a run-out shall be considered a tour. If unforeseen circumstances would cause excessively late arrival, the Symphony will consult with the orchestra or tour committee concerning the plan of action.
- (J) No services will be scheduled within twelve (12) hours of arrival back in Hartford.
- (K) There shall be no smoking on the buses.
- (L) There shall be sufficient seating room on buses for all players and their instruments, including separate seats for bass, cello, tuba, and horn.
- (M) It is possible to schedule a sound check (i.e., a chance to test the acoustics of the hall). All sound checks are limited to one (1) hour in length. Musicians will be excused from the sound check if they are late due to other significant employment. A sound check that is no more than two (2) hours before the scheduled start of a performance will be paid at one-half (1/2) of the basic service rate. For a sound check that is scheduled for greater than two (2) hours before the start of a performance, a meal will also be provided. Any sound check made three (3) hours or greater before the scheduled start of a performance will be paid at one (1) full basic service rate, and a meal will be provided.
- (N) In cases that arise wherein the Musicians are not the only group traveling on the bus (i.e., dancers, singers, etc.), exceptions to the rules on travel time may be made by a majority vote of all those on the bus. Section 7.7(a)(i)(K) cannot be waived under any circumstances.

(ii) **Travel Rates:**

- (A) Time: Travel Time payments are based upon round trip totals. Players shall be compensated \$2.00 for each fifteen- (15) minute segment of actual travel time.
- (B) When travel occurs after 12:00 a.m. players will be compensated an additional \$1.00 per fifteen- (15) minute segment.
- (C) Mileage: A player required by the Symphony to use their own car will be reimbursed for mileage at the last-published Internal Revenue Service standard mileage rate for round-trip mileage between the center of Hartford and the center of the town where the service is to be performed. Ensembles of more than six (6) players traveling beyond fifty (50) miles one-way from the center of Hartford require transportation to be provided by the Symphony.
- (D) Child Care: Single parents or 1 member of a couple (when both members of said couple are contracted for the same service), shall be paid a stipend equal to 20% of a Basic player regular per-service rate per service.

(iii) **Meals**

On any run-out, breakfast allowance shall be paid if departure is before 10:00 a.m. A lunch allowance shall be paid if departure is before 12:00 noon. A dinner allowance shall be paid if departure is before 5:00 p.m. However, the Employer may elect either to pay the allowance or to provide suitable meals in lieu of direct payment to the players. A reasonable period will be allowed for such meals. Meal allowances, per player, are as follows:

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00

(b) **Tours**

(i) **Conditions and General Provisions**

- (A) There shall be a Tour Committee appointed by the Orchestra Committee. The Tour Committee shall consist of three Musicians. If a Tour Committee member is unavailable or not required to participate on a given tour, substitutions will be made. The Tour Committee shall act

as the Orchestra Committee regarding tour matters.

- (B) A tentative tour itinerary will be made available to the Tour Committee thirty (30) days before the tour begins. This itinerary shall include, whenever possible, concert dates, times and locations, telephone numbers of concert sites, names, addresses and telephone numbers of hotels, times of services, dates and estimated times of departures and arrivals to and from all sites, and dress for all concerts. A final tour itinerary shall be available two (2) weeks before the tour begins.
- (C) The meal and expense allowances for each tour are to be paid in cash or by bank or payroll check preceding each tour. If by bank or payroll check, all such checks must be issued in reasonable time for cashing before the tour begins. In the event that a tour extends beyond seven (7) consecutive days, the meal and expense allowance for each seven (7) days or fraction thereof may be paid preceding each seven- (7) day period of the tour. If such payment is by bank or payroll check, provisions shall be made for cashing said checks. There shall never be more than two (2) full-length services per day while on tour. There may be a combination of education/demonstration programs, performances, and/or 1-hour rehearsals, as long as the total performance time does not exceed six (6) hours or three (3) separate services per musician, including applicable breaks.
- (D) If, in the event of an accident, illness or emergency, it should become necessary for a Musician to return home early from a tour, transportation expenses shall be paid by the Symphony. If a Musician is required to rejoin the tour after said emergency is over, transportation expenses will be paid by the Symphony. While the Musician is away from the tour in such a case, they will be docked for service missed or they may apply accrued sick days if applicable.
- (E) If during a tour a Musician is required to perform and/or travel more than eight (8) consecutive days, on the 9th day they will receive additional overtime compensation the equivalent of which shall be two (2) services at the applicable service rate, to be paid in cash (check) and not service credits.
- (F) There shall be no more than eight (8) full-length tour services in one



week (except in cases of special residencies that involve rehearsals, performances, and education / demonstrations, the number may be increased as long as total service hours do not exceed 24 including applicable breaks), or in the seven (7) consecutive days following a tour of a week or more.

- (G) At the conclusion of a tour of four (4) or more days, upon returning to Hartford, no service may be scheduled within eighteen (18) hours of arrival time. After a tour of seven (7) or more days, no service may be scheduled for a full calendar day. After a tour of fourteen (14) or more days, no service may be scheduled for 48 hours.
- (H) If there are two out-of-town services on a single day in the same city, the Symphony shall provide adequate lounge facilities where Musicians may rest and relax between such services. Such facilities shall not include performance, immediate stage or other similar areas. There shall also be separate dressing facilities for men and women.
- (I) If a rehearsal is necessary prior to an out-of-town concert, there shall be a break before the concert equal in length to at least one-half (1/2) of the rehearsal length, but such break need not be more than one hour.
- (J) The Symphony will pay first \$100 of deductible for damage to instruments, if it is proven that said damage was caused by Symphony negligence.
- (K) It is possible to schedule a sound check (i.e., a chance to test the acoustics of the hall). All sound checks are limited to one (1) hour in length. A sound check that is no more than two (2) hours before the scheduled start of a performance will be paid at one-half (1/2) of the basic service rate. For a sound check that is scheduled for greater than two (2) hours before the start of a performance, a meal will also be provided. Any sound check made three (3) hours or greater before the scheduled start of a performance will be paid at one (1) full basic service rate, and a meal will be provided.

(ii) **Accommodations**

- (A) Only AAA-approved hotels and motels or their equivalent shall be used.
- (B) There shall be no more than two (2) people to a room with one (1) bed per person.
- (C) A private room will be made available, when possible, to any Musician

requesting one, provided that said Musician agrees to pay the added cost for such a room.

- (D) If there are an odd number of people on tour, the last person (persons in the case of opposite sexes) shall be provided with a private room at no extra cost to said person(s).
- (E) All hotel reservations and other travel arrangements shall be made by the Employer. Individual musicians may make their own arrangements only with permission of the Symphony. In such event, said Musicians shall be reimbursed only for actual expenses incurred, not to exceed standard per diem and hotel rate.
- (F) Hotel accommodations will be furnished before an evening concert in the city of the concert or as near to the city as possible unless travel is scheduled after the concert. In such event, hotel rooms and/or adequate lounge facilities suitable for dressing, rest and relaxation will be provided before the concert.
- (G) After return to the hotel from an evening service, there shall be a period of no less than ten (10) hours (including applicable meal breaks) before any call, travel, or service.

(iii) **Travel**

- (A) The Symphony shall provide transportation by train, air, or buses equal in quality to those used by commercial bus lines. Air and train travel may include coach seating. Transportation shall be by common carriers, properly insured and licensed under appropriate state and/or federal regulations.
- (B) Travel may begin no earlier than 9:00 a.m.
- (C) Travel must conclude no later than 2:00 a.m. The Symphony shall pay penalty for arrival between 12:00 midnight and 2:00 a.m. as specified in Section 7.7(a)(ii)(B) of this Agreement.
- (D) Travel time shall be computed door-to-door from the scheduled departure time to the actual arrival time. Such computation shall include rest stops when applicable.
- (E) The minimum time between hotel arrival and the departure of the last bus to the concert hall shall be three (3) hours.
- (F) Local transportation shall be provided from lodging to service site and

return, unless such site is within reasonable walking distance. The Symphony shall provide transportation for all basses, cellos, tubas, and horns to and from service sites.

- (G) Arrival to the performance venue shall be no less than thirty (30) minutes prior to the service.
- (H) The Symphony shall provide transportation to and from restaurants or eating facilities (when applicable), if none is within reasonable walking distance.
- (I) There shall be no smoking on the buses.
- (J) On days when no services are scheduled, travel shall be limited to nine (9) hours. On days when one service is scheduled, travel shall be limited to six (6) hours. On a two-service day, travel shall be limited to three (3) hours. These limits may be exceeded by one (1) hour no more than two (2) times in any seven- (7) day period, except for the final day of a tour, on the return to Hartford, with the agreement of the Musicians involved.
- (K) There shall be a rest stop every three (3) hours. Such a stop shall be no less than ten (10) minutes in length. A meal break may take the place of a rest stop.
- (L) Meal breaks shall be no less than forty-five (45) minutes for breakfast, and one (1) hour each for lunch and dinner, and will be scheduled to commence as follows:

Breakfast before 10:00 a.m.

Lunch between 11:00 a.m. and 1:30 p.m.

Dinner between 5:00 p.m. and 7:30 p.m.

- (M) Rest stops shall be counted in the total travel time, and meal breaks shall not.
- (N) If round trip travel from hotel to service site is more than one (1) hour, this time will be counted toward the maximum daily travel allowance.
- (O) No travel shall take place in a given area when roads are declared impassable by prevailing government authority.
- (P) In cases that arise wherein the Musicians are not the only group traveling on the bus (i.e., dancers, singers, etc.), exceptions to the

rules on travel time may be made by a majority vote of all those on the bus. Section 7.7(b)(iii)(I) cannot be waived under any circumstances.

(iv) **Per Diems**

- (A) If the Orchestra departs from Hartford: (a) before 9:30 a.m., full breakfast allowance shall be paid; (b) before 12:00 p.m., full lunch allowance shall be paid; (c) before 5:00 p.m., full dinner allowance shall be paid. If the Orchestra returns to Hartford: (a) after 9:00 a.m., full breakfast allowance shall be paid; (b) after 1:00 p.m., full lunch allowance shall be paid; (c) after 7:00 p.m., full dinner allowance shall be paid. In any such case, the Symphony may choose to provide a hot meal in lieu of meal allowance.
- (B) Should the use of railroad dining car services be necessary, all applicable meal allowances shall be increased by 50%.
- (C) There shall be sufficient seating room on buses for all players and their instruments, including separate seats for bass, cello, tuba, and horn.
- (D) Per Diem allowances shall be paid based on current GSA (Governmental Services Administration) rates for each location on tour.

## **SECTION 8. EDUCATIONAL PROGRAMS**

### **8.1 Wage Scales**

Wage scale is the player's normal per-service rate. For Symphony in the Schools program, the leader/narrator fees will be waived in exchange for limiting the program to one performance only per morning.

### **8.2 SIS Units**

- (a) All SIS units shall consist of Core musicians and other contracted Orchestra musicians, when necessary as stipulated in Section 12.4(d). If a Core player opts out of SIS ensembles, the position may be filled with a different instrument to facilitate the formation of ensembles with appropriate repertoire. This provision does not apply to the SIS Chamber Orchestra performances.
- (b) The Symphony management will have full control of SIS performances in matters of organizing new groups, reorganizing present ones, and program and description format. Group leaders are expected to cooperate fully with the Symphony in preparing these programs.

### **8.3 Coaching Services**

Coaching services may be up to two and one-half (2 1/2) hours in length (with breaks as defined in Section 4.5), which can be segmented, but all segments must be contiguous. For purposes of this section, "coaching" shall be defined as assisting school musicians in preparing and practicing school music, or other music so designated by their school music teacher. Thus, coaching is distinguished from private lessons by not utilizing material outside the assigned school curriculum.

### **8.4 Mileage**

The Symphony will pay a member the standard mileage allowance last published by the Internal Revenue Service from the center of Hartford to the center of the given town (determined by AAA) round trip whenever they are required to furnish transportation outside a thirty-five- (35) mile radius from the center of Hartford.

### **8.5 Demonstration Groups**

Requests of a general nature for education demonstration groups may, at the option of the Symphony, be referred to the chairman of the Orchestra Committee. Requests for specific groups may, at the option of the Symphony, be referred to the leader of that group.

Members of the Core Orchestra may be asked to prepare and perform educational demonstration and other similar services, with adequate rehearsal. Relevant Core Orchestra players may request additional rehearsal, and in so doing will be deemed to have waived the 4-week notice otherwise required for such addition. If additional rehearsal is allowed, it will count toward the maximum number of services permitted.

## **SECTION 9. SOLOIST FEES FOR ORCHESTRA PLAYERS**

Fees for members of the Orchestra who perform as soloists shall be negotiated between that musician and the Executive Director. When asked, a player has a right to decline to perform as a soloist. Players must respond to a request to play as a soloist within 48 hours.

## **SECTION 10. ADDITIONAL EXTRA SERVICES IN THE REGULAR SEASON AND/OR OUTSIDE THE REGULAR SEASON**

### **10.1 Summer Work**

The Symphony will make every effort to assure that concerts sponsored by it outside the summer season defined in Section 4.1(b) will be played by members of the Basic Orchestra, if available. More especially, for any extra work offered during the summer months, the Symphony will first offer employment to members of the Basic Orchestra. The Symphony may from time to time set reasonable deadlines within which players must accept or reject any such offered employment.

### **10.2 Date Conflicts**

In the event of a date conflict during the season, the Personnel Manager may obtain a substitute player for any extra or additional services that the Symphony books after the issuance of the service schedule of the forthcoming season, providing that the musician has prior written approval from the Symphony releasing the date. This does not negate Section 15.1 of this Agreement.

### **10.3 Notice**

If additional services within the contract are scheduled after the service schedule is published, the Symphony shall give the Orchestra four weeks' written notice of such services.

### **10.4 Extra Work Agreements**

Services outside the guarantee shall be contracted for through extra work agreements issued by the Symphony to the individual player(s). If the Symphony makes an offer of extra work to a musician at least fourteen (14) calendar days before the service, then the musician must respond within seven (7) calendar days of the offer but not later than ten (10) calendar days before such service. If the musician does not respond within this period, then the offer will be deemed rejected. If the circumstances do not permit the offer to be made at least fourteen (14) calendar days before the service, then it shall be made as long before the service as is possible, and shall be responded to as quickly as is necessary. The right of first refusal must be maintained, with the exception of programs developed under the terms of Section 4.11 Cooperative Program Development.

## **10.5 Union Contracts**

In the absence of a separate written agreement, all services not otherwise covered shall be covered by an American Federation of Musicians contract form supplied to the relevant Employer by Local 400, AFM. Rates herein specified shall prevail.

## **SECTION 11. STEWARD, ORCHESTRA COMMITTEES, AND REPRESENTATIVES**

### **11.1 Steward**

The president of the American Federation of Musicians, Local 400, shall have the sole and exclusive authority to appoint and discharge a Steward. Beginning 9/1/21 the Union Steward position will no longer be compensated by Symphony.

### **11.2 Orchestra Committee**

Members of the Orchestra shall elect an Orchestra Committee in accordance with the By-laws of the Musicians of the Hartford Symphony. The Committee, through the Chair, must refer all matters that the Committee may deem necessary for proper action to the Executive Board of Local 400.

For the purposes of injury prevention, the Symphony shall give the Orchestra Committee the opportunity to review Masterworks programming and instrumentation for the following season with sufficient time for the Symphony to make adjustments that it deems necessary.

### **11.3 Dismissal Review Committee**

The Dismissal Review Committee shall consist of seven (7) members of the Hartford Symphony Basic Orchestra, one of whom must be the Chair of the Orchestra Committee, and the remainder elected by the members of the Basic Orchestra by secret ballot in accordance with the By-laws of the Musicians of the Hartford Symphony. At least three (3) first-chair members shall be elected. In no event shall a member of the Committee be directly involved in their own non-renewal. If a member of the Committee has been dismissed, the remainder of the Dismissal Review Committee shall appoint such members as necessary to make seven (7) members. Such Committee members shall be members of the Basic Orchestra. A quorum of seven (7) shall be required to render a decision as to whether a dismissal is warranted.

#### **11.4 Board and Committee Representation**

##### **(a) Board of Directors**

Musicians shall not serve as members of the Symphony Board of Directors. The Hartford Symphony Orchestra Committee may designate at their discretion up to two (2) Hartford Symphony Orchestra musicians to attend any meeting of the Board of Directors where they shall serve as orchestra representatives. Musician representatives and the Orchestra Committee chairperson shall receive all written meeting materials, except those intended for the Executive Committee, Executive Session, or materials which relate to collective bargaining issues. At such meetings of the Board of Directors, musician representatives may participate in discussion but shall have no voting privileges. They shall be excluded from any discussion that relates to collective bargaining issues. At board meetings, it is understood that meeting participation and conduct of all non-Directors is at the discretion of the Board Chairman.

##### **(b) Standing Committees**

The Hartford Symphony Orchestra Committee may designate at their discretion up to two (2) Hartford Symphony Orchestra musicians to serve as orchestra representatives on each of the following Committees: Finance, Development, and Education and Community Engagement. Such musicians shall be selected by the Orchestra Committee with consideration for their subject matter experience and acumen, serve in an advisory capacity, and shall not be entitled to vote on Committee business.

The Board of Directors may appoint one or more Hartford Symphony Orchestra musicians, designated by the Orchestra Committee, to any Standing Committee other than the Audit Committee, the Executive Committee or the Governance Committee, when the Board determines that such appointment would be of benefit to a Committee or to the Symphony as a whole. Any non-Board member appointed to serve on a Standing Committee shall serve in an advisory capacity and shall not be entitled to vote on Committee business.

#### **11.5 Musicians' Artistic Advisory Committee**

A Musicians' Artistic Advisory Committee, selected by the Orchestra Committee Chair, shall be established. The Committee shall consult with the Music Director, the staff, and the Board regarding matters concerning the artistic quality of the organization.



## **SECTION 12. MUSIC DIRECTOR: HIRING, AUDITIONS, VACANCIES, SEATING AND BY-PASS PROCEDURES**

### **12.1 Music Director**

The Music Director shall be in full charge of all rehearsals and performances with full power to regulate all matters connected therewith, including the pitch of the Orchestra, seating of the Orchestra, etc. There shall be no bowing changes made, except by the Music Director, after the last rehearsal prior to the dress rehearsal. Each player shall comply to the best of their ability with all instructions of the Music Director given at any rehearsal or performance, including all instructions with respect to music, deportment, and order; and unless occasioned by illness, no player shall leave the Orchestra during any rehearsal or performance unless excused by the Music Director through the Personnel Manager.

The Music Director shall have the authority to engage all musicians. The Music Director shall schedule formal auditions which the Audition Committee and the Union Steward (or their representative) shall be invited to attend and participate.

If a new Music Director for the Symphony is to be selected during the term of this Agreement, the Symphony will consult with the Orchestra. The Selection Committee shall consist of at least two (2) musicians and two (2) non-musician Board members. All members shall have equal voice and vote.

In addition to representation on the Selection Committee, the entire Orchestra's recommendations about candidates will be sought through formal conductor evaluation review procedures, i.e., rating sheets. The Symphony recognizes the crucial role of the Orchestra's input in selecting a Music Director and will place great weight on this input in making its final decision.

### **12.2 Auditions**

The Audition Committee shall consist of the Principal (or Assistant Principal) of the instrument to be auditioned plus two (2) to four (4) other members of that family of instruments who shall be selected by the Music Director. There shall be one (1) designated alternate per instrument family who attends all auditions pertinent to that family. The designated alternate will not participate in or vote on the discussions/selection, unless one member of the Committee is absent. The Audition Committee shall be informed of the audition in writing as early as possible, but no later than fourteen (14) days prior to the audition.

Audition Committee members shall receive an hourly rate equal to 20% of a Basic player regular per-service rate, as defined in Section 5.1.

All applicants shall be required to perform a solo work of their choice, a maximum of twelve (12) orchestral excerpts, and one or more sight-reading excerpts. Preliminary rounds will be screened. The required orchestral excerpts shall be selected by the Music Director and made final at least four (4) weeks prior to the audition dates and made available to the applicants.

Following open discussion and after receiving the concurrence of the majority of the Audition Committee, to be determined by secret ballot only, the Music Director may offer employment.

(a) Trial Period

When, in the opinion of the Music Director, an audition renders no clear winner between the top two candidates, the Music Director may require a trial period. The trial period may include up to three (3) concert programs per candidate, conducted by the Music Director, in any combination of series (e.g., Masterworks, Pops, etc.). The performance schedule shall be established by the Personnel Manager, Music Director, and the candidates, provided that each candidate shall perform the same number of concert programs and the same combinations of concert series. The trial period shall be completed within twelve (12) months from the initial date of audition.

**12.3 Audition Procedures Committee**

Symphony and Union agree to prioritize increasing racial and ethnic diversity within the orchestra. HSO management and musicians will form an Audition Procedures Committee with the goals of increasing racial and ethnic diversity within the orchestra and best assessing and matching audition candidates' skills and experience with open positions. Management representatives will include members of the Board of Directors and administrative staff, totaling no fewer than five (5) individuals. Musician representatives shall total no fewer than five (5) individuals. Each party will be solely responsible for selecting its committee members, with emphasis given to selecting committee members with varying HSO tenures, skill sets, racial and ethnic backgrounds, gender diversity, and gender binary/non-binary. Each party may include members of the community at its discretion. The Audition Procedures Committee will also include the Music Director as a non-voting, advisory member. Participation of all individuals will be voluntary. Committee will be established and begin its work within one (1) month after ratification of the Master Agreement. The Audition Procedures Committee will examine traditional industry audition policies and procedures and explore new and innovative approaches. Recommendations from the Audition Procedures Committee may be implemented at any time upon the written agreement of both committee parties. Implemented practices are meant to be iterative and shall not be added to the Master Agreement without written agreement between Symphony and Union. Auditions will be scheduled in accordance with the Master Agreement unless otherwise agreed in writing by Symphony and Union.

**12.4 Filling Open Positions**

(a) **Permanent**

Any permanent vacancy shall be filled by open national audition and shall be advertised through the AFM "International Musician". Every effort will be made to schedule auditions within twelve (12) months of notification of the open position and during the months of September, October, and November.

**(b) Temporary Leave of Absence**

Any string vacancies created by an approved leave of absence for one full season will first be made available to existing contracted players through formal internal auditions. All rounds shall be screened. Subsequent vacancies created by these internal auditions shall be filled from the substitute list.

**(c) During a Season**

(i) If a vacancy occurs during the season in a Principal or Assistant Principal chair, the position may be filled at the discretion of the Music Director for the remainder of that season. An open audition must be held prior to the next season to permanently fill the position.

If it is agreed between the Assistant Principal player and the Music Director, Assistant Principals shall have the responsibility of playing Principal parts and assuming all their other duties when the Principal player is absent.

Any player moving into a Principal or Assistant Principal seat will receive the increment appropriate to their own category.

(ii) Section vacancies may be filled at the discretion of the Music Director either by assignment or rotation basis, rotation basis being the preferred method.

(iii) Any player in any category who fills a position for which they are not contracted shall receive the pay due the position and shall further be considered a long-term substitute after a period of four weeks' continuous service. At this time, they shall receive all the benefits due the position (as stated in this Agreement) they are filling until relieved of that position by the return of the player for whom they are substituting, or that player's permanent replacement.

(iv) When the Music Director is not available for consultation, it shall be the Personnel Manager's duty to consult with section leaders regarding the seating and personnel of each section where questions arise. This clause shall not be interpreted in such a way that a specific contract can be abridged.

The Personnel Manager will procure such substitutes as may be possible within the limits of the regulations of the American Federation of Musicians, Local 400.

**(d) Augmentation of Core Orchestra; Substitutes**

Core augmentation and/or substitute work shall first be offered to Basic, Service, and Right-of-First-Refusal Extra players before any non-contracted players can be hired.

**(i) Card Outs and Excused Absences**

Musicians who are absent as a result of card-outs or excused absences will not be replaced in the

following circumstances:

- For concerts utilizing the Full orchestra, string players will not be replaced except that in no event will string complement be smaller than 14-12-10-8-6.
- For concerts utilizing the Basic orchestra string players will not be replaced except that in no event will the string complement be smaller than 8-8-5-5-3.

(e) **Substitute List**

If a vacancy occurs during the season in any of the top three substitute positions for any instrument, the Music Director may call for auditions before the end of the season. At the end of any given season, the Music Director may call for auditions to amend any substitute list. At the request of either a section leader, the Music Director, or the Personnel Manager, there is the option to review the substitute list after March 1 of every season. The committee shall consist of the Music Director, the relevant section leader, Local 400, and the Personnel Manager. After review by this committee, the sublist may be reordered, names may be deleted, or names may be added to the bottom of the list.

## **SECTION 13. PERSONNEL MANAGER AND LIBRARIAN**

The Personnel Manager and the Librarian shall be appointed by Management in consultation with the Orchestra Committee. Every effort shall be made in good faith to reach consensus on all such appointments. The Personnel Manager and the Librarian shall perform such duties as set forth by Management, shall be current or former performing musicians with the Orchestra, and shall be members in good standing of Local 400. In compensation for these services, the Personnel Manager and the Librarian shall receive the same salary paid to Assistant Principals (25% differential) in addition to their regular salaries.

## **SECTION 14. BUILDING AND OUTDOOR CONDITIONS**

### **14.1 Temperature and Lighting**

Building temperatures for all performances and rehearsals shall range between 68 and 78 degrees Fahrenheit.

Adequate lighting shall be provided for all musicians in all concert and rehearsal venues.

Pianos shall be in tune at all times.

### **14.2 Percussion Instruments**

Percussion instruments generally should be owned and hauled by the Symphony or other Employer.

### **14.3 Parking**

Suitable parking facilities or transportation shall be available where services are scheduled.

#### **14.4 Bushnell**

Items relating to the condition of the Bushnell will be negotiated in the contract between the Bushnell and the Symphony or other Employer. The relevant Employer will make every effort to require that the Bushnell downstairs and backstage areas will be clean, coat hangers will be provided, restrooms will be supplied, and conditions will otherwise be suitable.

#### **14.5 Remedies**

If any individual musician has a complaint as to these conditions, they shall notify the Personnel Manager and Union Steward who shall then make every effort to remedy the problem. At this time, the musician may take any reasonable steps necessary to protect their instrument and/or health, but shall remain on the premises until the end of the service and return to playing when the problem is remedied. Musicians will not be required to play in conditions that could reasonably be expected to endanger the health of the musicians, or the physical or playing condition of the musicians' instruments.

### **SECTION 15. ABSENCE AND LATENESS DUE TO OTHER SIGNIFICANT EMPLOYMENT, AUDITIONS, AND/OR SOLOS; LATENESS; EXCUSED ABSENCE; LEAVE FOR DEATH IN THE FAMILY; RESERVED ABSENCE; CANCELLATION OF REHEARSAL OR CONCERT; AND APPROVED LEAVE OF ABSENCE**

#### **15.1 Excused Absence**

Requests for excused absences must be presented on an approved form to the Steward for presentation to the Music Director at least fourteen (14) days prior to the absence. The Music Director must respond to all absence requests in no more than ten (10) days, otherwise the request shall be deemed granted.

A member of the Orchestra shall be granted one absence from each set of series subscription concert rehearsals, except the dress rehearsal prior to a major concert, unless the Music Director deems it imperative for artistic reasons to retain the player's attendance. However, the Music Director cannot refuse to grant the absence if the absence falls under the provisions of Other Significant Employment (Section 15.2).

A player may have one request for excused absence per season with less than fourteen (14) days' notice by requesting such absence on a card provided by the Steward, such absence being subject to approval by the Music Director.

Irrespective of the foregoing, no approval by the Music Director is required for an absence where (i.) a player provides at least four (4) weeks' written notice of the absence to the Music Director and (ii.) the absence will not, in the considered judgment of the player, have a significantly adverse effect on the quality of the performance. Upon receipt of a notice of a proposed absence, the Music Director may request a player to reconsider the absence if the Music Director believes that the absence will have a significantly adverse effect on performance quality. In addition to the dress rehearsal, normally a player should not request an absence from the next-to-the-last rehearsal

of a non-standard repertoire work. The final decision on absences, where five (5) weeks' notice has been provided, shall remain with the player.

In the event of any excused absence, the player shall be docked full pay pro rata for such service.

Card-outs are not a substitute for leaves of absences.

All musicians must perform a minimum of 50% of major concert series services offered, (Masterworks, Pops, Discovery, Talcott), averaged over a two (2) year period, to maintain tenured status under this Agreement. Failure to perform a minimum of 50% of major concert series services offered may result in termination of contract. Any exceptions granted by management will be on a one-time, non-precedent setting basis. This policy shall begin with the 2016-17 fiscal year, (September 1, 2016 – August 31, 2017).

### **15.2 Absence and Lateness Due to Other Significant Employment, Auditions, and/or Solos**

Other Significant Employment shall refer to any instance in which a musician's performance of, or attendance at, a certain function is necessitated by a musician's other significant employer, and shall include but not be limited to activity as a student at an accredited educational institution where such activity is required as a condition for degree or completion of course work in the musician's primary area of study. Other Significant Employment shall also include, but not be limited to, auditions and/or solos. In every instance of unavoidable conflict with other significant employment that prevents a musician from attending a service or sound check, such musician's absence shall be excused without pay. If the anticipated absence is from a dress rehearsal or performance, the Music Director may require the musician to be absent from and docked for the complete set of rehearsals and performances. In case of an unavoidable conflict with other significant employment, auditions, and/or solos, a musician shall exercise their best efforts to be excused from such conflict and shall notify the Symphony of such conflict, if it remains unavoidable, with five (5) weeks' written notice, except for auditions which shall be with four (4) weeks' written notice. A player may have one absence due to audition per season with less than four (4) weeks' notice. Musicians will be excused for lateness at rehearsals other than a dress rehearsal with loss of pay, which lateness is a result of unavoidable conflict with other significant employment, auditions, and/or solos.

### **15.3 Lateness**

Musicians should be seated and ready to play five (5) minutes before the time ordered for all rehearsals and concerts. Lateness is determined from the time players are due in their chairs, i.e., five (5) minutes before beginning time of service.

In case of unexcused lateness or absence at a rehearsal or concert, for each fifteen (15) minutes or fraction thereof, a musician may be docked the pro-rated value of their per-service rate.

### **15.4 Leave for Death in the Family**

Leave without loss of pay for death in the family shall be granted to all contracted players in the following manner:

7 days' paid leave for death of mother, father, sister, brother (or persons of comparable relationship in a step or foster family), spouse, or offspring (child);

3 days' paid leave for death of grandparents, grandchildren (or persons of comparable relationship in a step or foster family), mother-in-law, and father-in-law;

3 days' paid leave for death of son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

### **15.5 Reserved Absence**

After the issuance of the Preliminary Service Schedule, and again after the issuance of a second schedule covering February 1 to the end of the season (the second schedule to be issued by January 15), a member of the Basic Orchestra shall have ten (10) days in which to reserve, in writing, up to five (5) dates total per season for which they cannot be penalized as a result of any subsequent schedule changes initiated by the Symphony.

Exceptions are listed below:

- (a) If a rehearsal is changed, and a musician has reserved that date, the musician will not be penalized if the rehearsal is in preparation for a concert service with more than two (2) rehearsals. If the rehearsal is in preparation for a concert service which requires two (2) rehearsals or less, the musician will not be docked for the date reserved, but it shall be the option of the Symphony to find a substitute, and to dock the pay for the other rehearsals and concert.
- (b) If a concert date is changed, and a musician has reserved that date, the musician shall be remunerated for that concert service only, and not for the rehearsal services required for it.
- (c) Any services added to the preliminary service schedule must have four (4) weeks' written notice. A player may refuse to play such services and opt to be docked. If the added services represent an increase over the minimum service guarantee, the player shall not be docked for refusing to play. When a player has performed their guaranteed services in one season, all additional services will be compensated at the prevailing per-service rate. Services performed that are designated as optional shall be paid extra in that week's payroll.
- (d) Records of services performed by individual players will be kept. If a service appears on a player's schedule that has not been crossed off or for which adequate notice of cancellation has not been received, the player shall receive credit for that service toward their service guarantee.

## **15.6 Cancellation of a Rehearsal or Concert**

### **(a) Cancelled rehearsal**

If absences from series subscription rehearsals (or totally unexpected circumstances, such as weather) result in or cause a rehearsal to be useless if it were to proceed, the Conductor may at their discretion cancel the rehearsal and add the lost rehearsal hours over the final two (2) rehearsals, but not to exceed one (1) additional hour of the regularly scheduled rehearsal, at no overtime penalty to the Symphony.

### **(b) Rescheduled service**

In the event that a service is cancelled due to circumstances beyond the control of either party, such as inclement weather, the Symphony may reschedule that service at another time, at no penalty to the Players, provided that reasonable notice (six (6) hours) is given to the musicians of the Orchestra about such cancellation.

### **(c) Cancelled dress rehearsal**

In the event that a 7:30 p.m. or 8:00 p.m. series subscription concert dress rehearsal is cancelled, that rehearsal may be called from 6:00 p.m. to 7:00 p.m. on the day of the concert by the Conductor, at no penalty to the Symphony or the Players.

### **(d) Rain or Snow Dates**

(i) **Within the Basic 38-week winter season:** Rain or snow dates included in the orchestra's schedule within the Basic Orchestra Season will receive full service credit.

(ii) **Outside the Basic 38-week winter season:** All rain dates scheduled will be compensated at the rate of one-quarter (1/4) basic service.

(iii) **Postponement:** When a musician accepts work for local outdoor services during the summer, whether as part of their guarantee, or as extra work, the Symphony shall have up to one half hour past the announced starting time in which to postpone the service to the rain date at no penalty to the Symphony. When the service is not local (e.g., services requiring transportation by the Symphony), the Symphony shall have the option to postpone the service up to departure time. Once departure is made however, the Symphony may not postpone the service.

## **15.7 Approved Leave of Absence**

An approved leave of absence for one full season shall be granted a player who has completed five (5) consecutive seasons of contracted service in the Orchestra. A contracted musician shall be eligible for subsequent leave of absence following completion of an additional five (5) consecutive seasons of contracted service thereafter.

Upon a player's return to the Orchestra, the approved season of absence will count as part of their



continuous service and they will return to their prior position and salary category in the Orchestra.

To qualify for an approved leave of absence, a player must inform the Symphony in writing, by registered mail, on or before March 1st of the current season of their desire for a leave for the following season with a copy sent to Local 400 and the Union Steward in order to guarantee his prior position.

The player is obligated, further, to guarantee their position and salary structure, to notify the Symphony by March 1st of the "absence season" of their intention to return to the Orchestra the following season.

## **SECTION 16. SICK PAY**

Members of the Basic Orchestra shall each be entitled to ten (10) sick days during each contract year, without reduction in pay. Service Players shall be entitled to five (5) sick days during each contract year, without reduction in pay. The contracted Right-of-First-Refusal Players shall be entitled to five (5) sick days during each contract year, without reduction in pay. In the case of disability as defined in Section 17.1 below, the Symphony will pay the first fourteen (14) days of disability if certified by a physician, subject to review by a second physician at the Symphony's expense. These fourteen (14) days will utilize sick days as available.

## **SECTION 17. BENEFITS**

The following benefits are for Core, Basic, and Service Players. Right-of-First-Refusal Players with four years of consecutive service working under the jurisdiction of Local 400, AFM, plus the Librarian and the Personnel Manager, will also benefit.

### **17.1 Disability Benefits**

Payment will be made if a player is disabled and unable to perform scheduled services for more than two (2) consecutive weeks. The period of disability will begin on the first day of the third consecutive week of disability. Outside the regular contract season, a player is considered disabled only if he/she is confined to house, hospital or other institution. The Symphony may require that the disability be verified by a signed statement from the attending physician and the Symphony may, at its expense, require a second opinion from another physician.

If disability continues for two (2) consecutive weeks, the player may be required to notify the Director of Finance of the Symphony in writing concerning the nature of such disability and the name of the attending physician. Upon written request of the Director of Finance, the player will be obligated to provide this information to the Director of Finance within one (1) week of the time the player is notified of said request.

If a period of disability commences during the contract season, payment will be as follows:

- (a) Core, Basic players, Librarian, and Personnel Manager: calculated based on player's position scale at the time disability commences for up to four (4) weeks at 100%, but not beyond the end of the contract season; plus 70% of such minimum contract scale for not

less than an additional 46 weeks nor more than an additional 52 weeks of disability after the first four (4) weeks, but in no event for more than the actual period of disability.

- (b) Contracted Service players: full pay at the minimum contract scale for the services such player was scheduled to perform during disability for up to four (4) weeks, but not beyond the end of the contract season; plus 70% of their average weekly pay (determined by dividing their pay for all scheduled services in the current contract season by the total number of pay weeks in that season) for disability after the first four (4) weeks until recovery, but not beyond the end of the current contract season. In addition, a Service player under contract for the last four (4) consecutive seasons will receive 70% of such average weekly pay beyond the end of the current contract season for not less than the additional 46 weeks nor more than the additional 52 weeks of disability after the first four (4) weeks; but in no event for more than the actual period of disability.
- (c) Right-of-First-Refusal players: with four (4) years of consecutive service: since such player is engaged on a per-service basis, the average weekly pay shall be determined by averaging such player's total compensation received in each of the previous four (4) concert seasons and dividing this amount by the number of pay weeks in the current season. The Right-of-First-Refusal player benefit will equal 70% of this average weekly pay, payable so long as they are disabled and not beyond the end of the current contract season.

If a period of disability commences outside of the regular contract season, no benefits are payable during the first four (4) weeks of disability; thereafter, the 70% benefit described above will be paid for up to 52 weeks of disability for seasonal contracted salaried players, Librarian, Personnel Manager, and contracted service players under contract for the last four (4) consecutive seasons.

In order to be eligible for disability benefits, a player will have deducted one percent (1%) of the gross amount from their pay.

## **17.2 Death Benefits**

Symphony and/or its insurance carrier shall pay to a designated beneficiary or estate a death benefit equal to the greater of \$2,000 or the balance of the season's salary for Core and Basic players, Librarian, and Personnel Manager; or the greater of \$1,000 or the balance of the contracted amount for the season, whichever is greater, for contracted Service players with two (2) years of consecutive service and Right-of-First-Refusal players with four (4) years of consecutive service. Individual annual employment contracts will include an opportunity for applicable musicians to identify a beneficiary.

The foregoing disability and death benefits shall apply to each of the Core and Basic players, Librarian, Personnel Manager, contracted Service players with two (2) years of consecutive service, and Right-of-First-

Refusal players with four (4) years of consecutive service should any of them die or become disabled as described above at any time while under contract. A player who has been offered a contract and who neither has rejected nor accepted such offer will be deemed under contract if she/he was either a seasonal contracted salaried player for the immediate preceding regular season or a Service or Right-of-First-Refusal player who has been under contract for the last two (2) consecutive seasons.

Funding for the above death benefits shall be in accordance with sound actuarial principles. The Employers may, at their option, provide the above death benefits or any portion of them through an insurance policy or policies.

### **17.3 Instrument Insurance**

By June 30 of each season, a copy of each musician's prior year's coverage of instrument insurance shall be sent to him/her accompanied by an invoice, the rates for the upcoming year, and a form for renewal of insurance and updating of appraisals. The Symphony shall serve as the holder of a group coverage policy for such instruments and will receive payment from the musicians for such coverage by August 1. Said coverage shall begin September 1 of that year.

### **17.4 Pension**

The employer agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 400 at a rate of 5.995% of each employee's gross compensation. Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies there under), as amended, or as may be amended from time to time (the "Trust", collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of AFM Local 400, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Employer's payroll and wage records (at the AFM-EPF's expense) to verify the accuracy of the contributions made.

The Employer will forward pension payments through AFM Local 400 to be received in the office of the AFM-EPF in New York no later than the last day of the month which follows each corresponding payroll. The Employer shall issue a separate check made payable to AFM-EPF for the total amount of pension for each period.

## **SECTION 18. DISCIPLINE**

When each musician employed under this Agreement is engaged in Orchestra activities, they shall maintain a level of deportment consistent with the professional and artistic image of the Orchestra. In the administration of this provision, principles of progressive discipline shall be applied. No musician shall be disciplined or discharged except for just cause.

However, to the extent permitted by applicable law, nothing in this Agreement shall ever be construed so as

to interfere with any duty owing by any employee hereunder to the Federation and Local 400, AFM., pursuant to its Constitution, By-laws, Rules, Regulations and Orders.

## **SECTION 19. OFFER OF EMPLOYMENT AND NOTIFICATION OF GUARANTEED SERVICES, NOTICE FOR CHANGES, TENURE, NOTICE OF TERMINATION, DISMISSAL PROCEDURE, AND NOTICE OF TERMINATION OF CONTRACT**

### **19.1 Offer of Employment and Notification of Guaranteed Services**

By May 1 of each year, the Symphony shall mail to each member of the Orchestra an individual contract outlining a tentative schedule of rehearsals and concerts for the following winter and summer seasons during the term of the Master Agreement. The Symphony shall require each musician to accept or reject the individual agreement and schedule of services and return it within fourteen (14) days. Any such individual agreement shall plainly state that it may be terminated or modified through collective bargaining. Should the Master Agreement expire without a new agreement being put into place, the Symphony will mail to each member of the Orchestra a letter of intent in the form set forth in Appendix.

The Symphony will designate on the June 30th schedule which services constitute guaranteed services for all Core, Basic, and Service players, as far as these services are known at the time of the June 30th schedule. The number so designated shall not exceed the number of guaranteed services for each player during that season. Service Schedule updates shall be issued on May 1st, June 30th, and September 15th of the following Winter and Summer seasons and on January 15th for the remainder of the current season. The May 1st update will include preliminary rehearsal and concert dates for the Talcott Mountain Music Festival in the following season.

It is possible for the Symphony with four (4) weeks' written notice to add guaranteed services for a player, only if the total guarantee for that player has not been previously designated on the player's schedule. All services added after the June 30th schedule shall be considered guaranteed services unless designated as optional, until the total guarantee has been designated on the player's schedule. A player may refuse to play such added guaranteed services and opt to be docked. Services performed that are designated as optional shall be paid extra in that week's payroll. Masterworks Series and Pops subscription concerts and rehearsals will be part of a Basic player's guarantee unless the player is not required for a particular concert set or a rehearsal for a particular concert set.

The individual contracts between the Symphony and the musicians composing the personnel of the Orchestra shall become and constitute a part of this Agreement and this Agreement shall be and constitute a part of each individual contract. In the event of any conflict, this Agreement prevails.

Core players may notify management via executed individual employment contracts of their intention not to play Outreach services, and their salaries will then be reduced by their Core service rate times the number of Outreach services.

## **19.2 Notice for Changes**

Any services added to the schedule must have four (4) weeks' written notice. A player may refuse to play such services and opt to be docked. If the added services represent an increase over the minimum service guarantee already designated on the player's schedule at the time the offer of employment is made, the player shall not be docked for refusing to play.

If a service has not been cancelled from a player's schedule with four (4) weeks' written notice, the player shall receive credit for that service toward their service guarantee.

The Symphony is required to give four (4) weeks' written notice for changes of date, change of time beyond one (1) hour, and changes of location outside a thirty-five- (35) mile radius from the center of Hartford. When a player has performed their guaranteed services in one season, all additional services will be compensated at the prevailing per-service rate in that week's payroll. Two (2) weeks' notice is required for changes of time of one (1) hour or less, and one (1) weeks' notice is required for changes of location within a thirty-five- (35) mile radius from the center of Hartford.

## **19.3 Tenure / Probationary Period**

The first two (2) years of employment of a musician shall be probationary years.

## **19.4 Notice of Termination**

### **(a) Notification**

The Symphony shall notify in writing, with a copy sent to the Union and the chairman of the Orchestra Committee, each member whose service the Symphony will terminate at the end of the current season.

### **(b) Termination - Probationary Musician**

The Symphony may terminate the employment of a probationary musician by mailing him/her written notice to that effect no later than February 1 of the season at the end of which their employment will be terminated. The Dismissal Review Committee and the Music Director shall meet between January 1 and February 1 of the season to discuss all probationary players to determine if the musician will be re-contracted for the next season. The decision of the Music Director is final in the case of probationary musicians and there shall be no appeal to the Dismissal Review Committee in such cases.

### **(c) Termination - Non-Probationary Musician**

In the case of termination for a musical reason, a non-probationary musician's employment shall only be terminated at the end of a season during which timely written warning has been given. Such warning must be given in writing by May 1 of the season preceding the one in which the musician may be terminated. This warning must specify all reasons for which such notice is given. The musician will have until January 1 of the following season to improve their performance in the area(s) specified. By January 1, the Music Director must decide whether or not enough improvement has been made on the part of the musician to warrant a notice of termination. Any non-probationary musician who has received a notice of termination shall have the right to appeal under the Dismissal Procedure as outlined in Section 19.5.

(d) **Musician Resignation**

Any member shall notify the Executive Director by March 1 in any year if they do not plan to play in the Orchestra for the following season.

**19.5 Dismissal Procedure**

In order that there may be no charges of prejudice, all non-renewal of individual contracts where the individual protests such non-renewal shall be under the authority of the Union and a Dismissal Review Committee. (See Section 11.3 for Committee Organization.)

- (a) Should an individual protest their non-renewal within two (2) weeks after they have been sent written notice, the Union in conjunction with the Dismissal Review Committee, the Music Director, and Executive Director shall review such non-renewal.
- (b) Should the Union and the Committee agree that the proposed non-renewal is warranted, then the Union shall notify the Executive Director of their decision and the member shall be terminated in accordance with the non-renewal notice.
- (c) Should the Union and the Committee be of the opinion that the proposed non-renewal is not warranted, the Union shall then meet with the representative designated by the Symphony in an effort to resolve the dispute. Should the parties be unable to do so, the question of the justification for the proposed non-renewal may be submitted by either the Union or the Symphony for arbitration to an Arbitrator to be appointed by the American Arbitration Association in accordance with its rules for voluntary arbitration.
- (d) The decision of the Arbitrator shall be final and binding upon the Symphony, the Union, and the individual Orchestra member involved, and the cost of the arbitration shall be borne equally by the Symphony and the Union. To the extent permitted by law, the Union and the Symphony agree to give no publicity to the notice of non-renewal, the review or arbitration thereof, or the decision of the Arbitrator.
- (e) The foregoing provisions regarding review and arbitration shall apply only to musicians who have been contracted for two (2) consecutive seasons (excluding approved leave of absence).

**19.6 Notice of Termination of Contract**

Notice of termination of contract shall be initiated by the Music Director only. The Music Director, during their first year in office, may not serve notice of termination to any contracted musician.

**SECTION 20. RECORDINGS**

**20.1 Audio and Video Recordings**

- (a) The performances to be rendered pursuant to this Agreement are not to be recorded, reproduced, or

transmitted from place of performance in any manner or by any means whatsoever in the absence of a specific written agreement between the Symphony and Local 400, AFM., or the Federation relating to and permitting such recording, reproduction, or transmission.

- (b) When permission is granted for the recording and transmission of performance, it is the responsibility of the Music Director to judge and maintain a high degree of quality and production standards and either approve or refuse the release of the performance for broadcast or transmission. The Music Director will consult with the Musicians' Artistic Advisory Committee on any questionable recordings.

Broadcast performance recordings will be approved by the Music Director with the advice of the Musicians' Artistic Advisory Committee.

## **20.2 Grant Applications**

Audio and video recordings may be used for the purpose of grant applications to foundation, corporate and governmental entities upon approval for such submission by the Music Director with the advice of the Musicians' Artistic Advisory Committee. The Orchestra Committee and Local 400 will receive advance notice of the grant submission as early as possible.

## **SECTION 21. DRESS CODE**

The Parties agree that the professional appearance of the Orchestra is an integral part of the performance. Therefore, it shall be incumbent upon each member of the Orchestra to present themselves for each performance neatly and properly dressed. Members of the Orchestra shall dress in accordance with the official dress designated by the Symphony. Musicians who do not adhere to the official designated dress will be fined each season as follows: First offense, Verbal Warning; Second offense, Ten Dollars (\$10.00), each subsequent offense Twenty-five Dollars (\$25.00).

Please see Appendix A for complete dress code.

All musicians are requested to refrain from wearing heavily scented cosmetic products such as perfume and cologne.

The dress code may be modified, without reopening the entire contract, by mutual agreement between Symphony management and the Orchestra Committee.

## **SECTION 22. SOCIAL SECURITY/PAYROLL TAXES**

The Symphony agrees to continue to contribute its share of the gross earnings for each musician under applicable federal and state law.

## **SECTION 23. AMERICAN FEDERATION OF MUSICIANS**

### **23.1 Union Membership**

Subject to the provisions of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment hereunder that all employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing. Those employees who are not Union members on the date of the execution of this Agreement shall, on or before the 30th day following the date of execution of this Agreement, become and remain members in good standing. It shall also be a condition of employment that all employees covered by the Agreement and employed by the Symphony on or after the date of the execution of this Agreement shall, on or before the 30th day following the beginning of such employment, become and remain Union members in good standing. The Symphony agrees to report to the Union, within ten (10) days after employment commences, the name of every musician employed stating the first date of employment.

### **23.2 Work Dues Deduction**

The Symphony agrees to and will deduct from the wages of each musician covered by this Agreement, for and on account of Union membership work, dues in such amount as is uniformly required by the Union of all its members; provided, however, that no deduction shall be made unless there shall be filed with the Symphony a written assignment, which shall not be irrevocable for a period of more than one year or beyond the termination of this Agreement, whichever occurs sooner. The Union alone shall be responsible for apportioning all such dues received from the Symphony. Administrative details as to the timing, remittance, and accounting of the deductions shall be worked out between the Union and the Symphony.

## **SECTION 24. GRIEVANCE PROCEDURE**

For the purposes of this Agreement, a grievance is defined as any dispute between the parties to this Agreement as to the interpretation or application of any of the provisions of this Agreement or dispute arising out of the relationship between the parties to this Agreement, which cannot otherwise be resolved to the mutual satisfaction of all parties. No grievance shall be considered under the grievance procedure unless it is presented as provided below. If a grievance is once settled at any of the following steps, it shall be considered closed and shall not be subject further thereafter to the grievance procedure or to arbitration. Any grievance not carried to the next step by the Union after the Union's receipt of the Symphony's written response within the time limits delineated shall be automatically closed upon the basis of the last disposition unless it is withdrawn by either party. The various time limits set forth below may be extended only by the mutual written agreement of the Union and the Symphony. The union and the employer recognize the right of the other to investigate the circumstances surrounding any grievance and agree to cooperate with the other in accordance with applicable law.

Step 1) The grievance shall be presented in writing by the Union to the Executive Director or their designee within thirty (30) days after the circumstances giving rise to the grievance first occurred or within thirty (30) days



after the Union knew or reasonably should have known of said circumstances, whichever is later. Unless otherwise agreed in writing by the parties to this Agreement, a meeting will be held within ten (10) days of presentation of the grievance. Within ten (10) days after the meeting or after agreement that a meeting will not be held, the Executive Director or their designee will give the Symphony's response in writing.

Step 2) If a settlement is not reached in Step 1, then either party by written notice to the other may indicate its intent to submit the grievance to arbitration, provided that such notice is given within thirty (30) days after the Union has received the Symphony's response in Step 1. The grievance shall be submitted to confidential impartial arbitration through the American Arbitration Association in a manner consistent with the rules of procedures of that organization. The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the impartial arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, modify, change or disregard any of the provisions of this Agreement.

The Symphony will have the right to utilize the grievance and arbitration procedure with respect to any grievance which the Symphony may have against the Union or any of its members. Such an action shall be initiated by a letter from the Symphony to the Union. The time limits set forth in Steps 1 and 2 above will apply.

## **SECTION 25. GENERAL PROVISIONS**

### **25.1 AFM Bylaws**

To the extent permitted by applicable law, there are incorporated into and made part of this Agreement, as though fully set forth herein, all of the By-laws, Rules and Regulations of the American Federation of Musicians, Local 400, and the Symphony acknowledges its responsibility to be fully acquainted now and for the duration of this Agreement with the contents thereof.

### **25.2 Benefit Income**

Any income derived from services of musicians covered under this Agreement, where such services are gratis, or less than the wage scale incorporated in this Agreement, which have been agreed to in writing by the Union and/or the Symphony, shall be used for the exclusive benefit of the musicians, including fringe benefits such as accident and sickness coverage, etc., unless otherwise specified by the Orchestra. Permission for fund raising benefits will be sought on a per-event basis, except as described in 25.2(a).

(a.) Accordingly, each contracted musician of the Hartford Symphony shall donate two (2) services annually to be used specifically for a fundraising event to support the annual raises in Pension rates as described in section 17.4.

(b.) Each contracted Full Orchestra musician shall donate two (2) services for a benefit concert in each season included in this agreement. Each contracted Core musician shall donate an additional two (2) services for a benefit concert in each season included in this agreement. Management will give appropriate credit to the musicians

for concert sponsorship. These donated services do not reduce the agreed-upon number of guaranteed Services for any tier of the orchestra

### **25.3 No Strike/No Lockout**

During the term of this Agreement, the Symphony agrees that there shall be no lockout and the Union agrees that there shall be no strike or any other organized conduct, the purpose and effect of which is to interfere directly with the operations of the Symphony.

Nothing in this Agreement shall be construed to prevent the Union from honoring primary picketing activity or a strike by employees who work where Union members are scheduled to be present.

### **25.4 Written Communications**

The Symphony agrees to provide the Union with copies of any and all written communications to musicians pertaining to wages, hours, benefits, and working conditions covered under the contract, unless non-disclosure is required by law. Every effort will be made to make such communications written.

### **25.5 Audited Financial Statements**

The Symphony agrees to provide the Union with a copy of the Symphony's audited financial statement annually.

### **25.6 Non-Discrimination**

The Symphony and the Union shall not discriminate against any musician performing in the Orchestra or applying for the right to perform in the Orchestra on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin, place of residence, or mental or physical handicap as long as it does not affect the ability of the musician to perform.

### **25.7 Force Majeure**

In the event it becomes impossible to continue concerts and rehearsals provided for under the terms of this Agreement by reason of any Act of Nature such as fires, floods, pestilence, or because of any rules or regulations promulgated by federal, state or municipal authorities or of a civic or military nature, then the symphony will have the right to cancel Orchestra services without remuneration for the duration of the emergency, and upon the payment of compensation earned to the date of such cancellation.

### **25.8 Fundraising and Promotional Services**

Services utilizing ensembles for background music will be permitted provided that such services are used for Symphony promotional, fundraising or marketing activities. Such services must include Symphony signage clearly identifying the ensemble as musicians of the Hartford Symphony Orchestra. Symphony marketing materials such as flyers, brochures and information regarding ticket purchases must be provided, and a management representative must be in attendance for no less than the first half of the duration of the engagement, and must be available by cell phone thereafter.

**25.9 Contract Renewal**

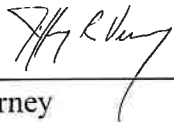
On or before January 2, 2022 the Union or the Symphony should notify the other of intent to begin contract renewal procedures for the succeeding Master Contract Agreement.


**25.10 Contract Distribution**

In the year of ratification, a copy of this Agreement will be given to each musician at or before the first full rehearsal, or as soon thereafter as this Agreement has been ratified by all parties. New musicians will be given a copy of this Agreement upon hiring.


Dated at Hartford, Connecticut, this 15th day of Sept., 2021.

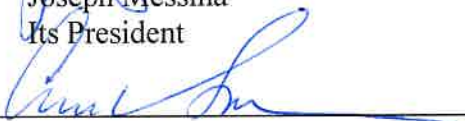
**HARTFORD SYMPHONY ORCHESTRA, INC.**

By   
Jeffery Verney  
Its Chairman

By   
Stephen Collins  
Its Executive Director

**AMERICAN FEDERATION OF MUSICIANS,  
LOCAL 400, HARTFORD, CONNECTICUT**

By   
Joseph Messina  
Its President

By   
Candace Lammers  
Its Secretary

## **APPENDIX A: DRESS CODE**

### **DRESS CODE FOR MEN**

#### **General:**

At all times, clothing is to be clean, neat and pressed. No clothing or accessories in poor condition (excessively yellowed ties, vests, or shirts, frayed clothing for example). Clothing material should be formal (no corduroy or denim, for example). No missing accessories (cummerbund, for example). No substitutes for black (or white) tuxedo jacket or tuxedo trousers. No substitutes for polished black dress shoes (black sneakers or sandals, for example). No socks exposing the leg.

#### **1. EVENING FORMAL CONCERTS**

Black tails, black striped tuxedo trousers, pure white pressed dress shirt or tux shirt, pure white vest or white cummerbund, pure white bow tie, executive length solid black socks, polished black dress shoes.

#### **2. POPS CONCERTS**

White dinner jacket, black striped tuxedo trousers, pure white pressed dress shirt or tux shirt, black cummerbund, black bow tie, executive length solid black socks, polished black dress shoes.

#### **3. DAYTIME EDUCATIONAL AND FAMILY CONCERTS (Bushnell)**

Dark suit (black, very dark blue, very dark gray), white or pastel pressed dress shirt, dark conservative long tie, executive length solid black socks, polished black dress shoes.

#### **4. SUMMER CONCERTS**

**INDOOR:** White tuxedo jacket, black striped tuxedo trousers, pure white pressed dress shirt or tux shirt, black cummerbund, black bow tie, executive length solid black socks, polished black dress shoes.

**OUTDOOR:** Short sleeve pure white dress shirt, black striped tuxedo trousers, executive length solid black socks, polished black dress shoes. Long-sleeved pure white jackets or sweaters optional.

#### **5. PIT PERFORMANCES**

Black tuxedo jacket, black striped tuxedo trousers, pure white pressed dress shirt or tux shirt, black cummerbund, black bow tie, executive length solid black socks, polished black dress shoes.

## **DRESS CODE FOR WOMEN**

### **General:**

At all times, clothing is to be clean, neat and pressed. Clothing material should be dressy (no corduroy or denim, for example). Stockings should be black. Dresses should retain a long look when the performer is seated, and sleeve length must appear long from the standpoint of the audience. Necklines should be modest. Shoes should be black and dressy. Long dresses and skirts should fall below mid-calf. Long sleeves should fall below the elbow and appear long to the audience. Jewelry, hair ornaments, and belts should be discreet (simple, subdued). Purses on stage are discouraged and not permitted if adequate backstage security is available. When carried onstage, they should be small and black.

### **1. EVENING FORMAL CONCERTS--Dressy; comparable to and compatible with men's tails.**

Long, all-black dress with long sleeves. Long, black skirt with long-sleeved black top. Dressy, loose-fitting, full cut black pants with long-sleeved black top.

### **2. POPS CONCERTS--Dressy; compatible with men's white dinner jacket with black tie.**

Long, black skirt with pure white long-sleeved top. Dressy black pants with pure white long-sleeved top.

### **3. DAYTIME EDUCATIONAL AND FAMILY CONCERTS (Bushnell)--Dressy; comparable to men's suits.**

Short, black dress should fall below the knees when seated with long sleeves. Black skirt should fall below the knees when seated with long-sleeved black top. Dressy black pant-suit, or dressy, loose-fitting, full cut black pants with long-sleeved black top.

### **4. SUMMER CONCERTS**

Long black skirt or black pants with pure white short-sleeved top, black closed-toe shoes. Long sleeved pure white jackets or sweaters optional.

### **5. PIT PERFORMANCES**

Short black dress or black pants or skirt with black top.

## **APPENDIX B: SAMPLE LETTER OF INTENT**

Dear Musician:

The current Master Agreement between the Hartford Symphony Orchestra, Inc. ("HSO"), and the Connecticut Valley Federation of Musicians, Local 400, AFM, expires on [date]. Although negotiations for a new Master Agreement are in progress, the HSO is unable to issue complete Individual Contracts until after the new Master Agreement is ratified.

However, to comply as closely as possible with the May 1 contract deadline provided in the current Agreement the HSO offers you this letter of intent to continue your employment with the HSO during the [dates] Concert Season for the same instrument(s) for which you are currently under contract. Specific provisions for dates of employment, number of Services, individual Per-Service rate and/or salary, etc. will be consistent with the provisions of any forthcoming Agreement and will be issued to you in the form of an Individual Contract as soon as a new Agreement is ratified or new terms are lawfully implemented through bargaining.

To indicate that you have read this letter of intent to continue your employment with the Hartford Symphony Orchestra and that you agree to accept employment with the HSO upon issuance of a complete Individual Contract, please sign and return one (1) copy of this letter to the Personnel Manager at the address stated above by

\_\_\_\_\_ at \_\_\_\_\_.

## **APPENDIX C: ENDOWMENT INCENTIVE**

Once unrestricted endowment reaches \$3.3M, HSO will share \$10,000 for every \$100,000 of additional unrestricted endowment gifts received with all rostered musicians, up to \$60,000 per contract year. Allocation of musician distributions to be discussed with AFM.

## **APPENDIX D: PUBLICITY**

In an effort to support successful fundraising, the HSO and the musicians of the HSO will meet and agree on the terms of a joint press release following ratification of all successor agreements. Joint press release will be drafted cooperatively by both parties to announce the successful agreement ratification, spirit of mutual compromise, and bright future for the HSO.

**APPENDIX E: SIDE LETTER, CHAMBER ORCHESTRA**

**MEMORANDUM OF UNDERSTANDING**


Date: April 15, 2008


Re: Chamber Orchestra

Recognizing that the Core orchestra plays a vital role in the artistic development of the Hartford Symphony, a special task force shall be formed to recommend to the Executive Committee of the HSO, consistent with the HSO's financial circumstances, how best to promote and maximize its use as a concertizing ensemble.


Accepted and Agreed:

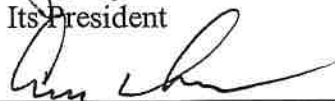
**HARTFORD SYMPHONY ORCHESTRA, INC.**

By   
David M Roth  
Its Chairman

By   
Carrie Hammond  
Its Interim CEO

**AMERICAN FEDERATION OF MUSICIANS,  
LOCAL 400, HARTFORD, CONNECTICUT**

By   
Joseph Messina  
Its President

By   
Candace M. Lammers  
Its Secretary



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