

**AGREEMENT**

**between**

**GRANT PARK ORCHESTRAL ASSOCIATION**

**and**

**CHICAGO FEDERATION OF MUSICIANS,  
LOCAL UNION NO. 10-208  
AMERICAN FEDERATION OF MUSICIANS**

**June 1, 2016 to May 31, 2019**

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## **AGREEMENT**

This AGREEMENT made and entered into this \_\_\_<sup>st</sup> day of June 2016, by and between the GRANT PARK ORCHESTRAL ASSOCIATION, an Illinois not-for-profit organization ("GPOA" or "Employer"), and the CHICAGO FEDERATION OF MUSICIANS, LOCAL UNION NO. 10-208, affiliated with the AMERICAN FEDERATION OF MUSICIANS ("Union").

### **Article 1. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for purpose of establishing wages, hours and working conditions for all members of the GRANT PARK ORCHESTRA (the "Orchestra"), including librarians. Those persons for whom the Union is so recognized will be referred to as "Musician" or "Musicians".

### **Article 2. GENDER**

When either the male or female gender is used in this Agreement, it shall be construed to include both male and female employees.

### **Article 3. UNION SECURITY**

Section 3.1 Union Dues. The Employer further agrees that Musicians, as a condition of employment, be or become members of the Union by the 30<sup>th</sup> day following either the signing of this Agreement or the day of their employment, whichever later shall occur. The term "maintain their membership" shall be interpreted to include the payment of the initiation fee, membership dues, and work dues uniformly required by the Union of all its members. A Musician's membership with another local union affiliated with the American Federation of Musicians ("AFM") satisfies the requirements of this Section 3.1.

Section 3.2 Union Dues Checkoff. The Employer shall deduct from the wages of each employee covered by this Agreement, and on whose behalf the Union has furnished written authorization from such employee, work dues in such amounts as are uniformly required by the Union of all its members. The Employer agrees to transmit to the office of the Union monies deducted as provided herein no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deductions were made.

Section 3.3 Union Rules. Members of the Union are subject to all rules and regulations of the Union and the AFM in effect as of the date of this Agreement.

### **Article 4. MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the management of the GPOA and the direction of its activities and those of its employees, including the right to establish and enforce reasonable work rules and regulations and to maintain efficiency and discipline among the

Musicians, is vested exclusively in the Employer. All management functions not expressly limited by this Agreement are reserved to and vested in the Employer.

## **Article 5. NON-DISCRIMINATION**

Section 5.1 Discrimination Prohibited. It is the continuing policy of the GPOA and the Union that the provisions of this Agreement shall be applied to all Musicians without regard to race, color, sex, sexual orientation, gender identity, national origin, ethnicity, religion, age, citizenship status, marital status, disability, military service/veteran status and any other characteristic protected under applicable federal, state and local law. The GPOA shall not discriminate against Musicians or applicants for employment in the Orchestra because of legitimate Union activities or membership in the Union, or because of race, color, sex, sexual orientation, gender identity, national origin, ethnicity, religion, age, citizenship status, marital status, disability, military service/veteran status or any other basis prohibited by federal, state or local law. The Union agrees that it will not discriminate against any musician based upon membership or non-membership in the Union, race, color, sex, sexual orientation, gender identity, national origin, ethnicity, religion, age, citizenship status, marital status, disability, military service/veteran status or any other basis prohibited by federal, state or local law. The representatives of the Union and the Employer in all steps of the grievance procedure and in all dealings between the parties shall comply with these provisions.

Section 5.2 Union Membership or Activity. Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become members of the Union. There shall be no discrimination against any such employee(s) because of lawful Union membership or non-membership activity or status.

Section 5.3 Advancement. The Employer will not discriminate against any Musician on the basis of age with respect to any opportunity for advancement with the orchestra.

Section 5.4 Americans with Disabilities Act. The Parties understand and agree that the Americans with Disabilities Act requires the Employer to reasonably accommodate disabled Musicians unless it would be unduly burdensome to do so. The Employer agrees that it will implement such accommodations in a manner that will be least burdensome on the contractual rights of Musicians, and that no part of the cost of any such accommodation will be imposed upon any Musician.

## **Article 6. NO STRIKE-NO LOCKOUT**

Section 6.1 No Strike. The Union agrees that it will not authorize, support or condone any strike, sympathy strike, walkout or other interruption in the orderly performance of services by any Musician or Musicians during the term of this Agreement. The Union shall use its best efforts to terminate such conduct should it occur. Any Musicians engaging in any strike, walkout or other interruption in the orderly performance of services shall be subject to disciplinary action.

Section 6.2 No Lockout. The Employer agrees there will be no lockout during the term of this Agreement.

Section 6.3 Judicial Restraint. Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

## **Article 7. PERSONNEL**

Section 7.1 Employment of Musicians. During the term of this Agreement, the Employer shall employ a minimum of eighty-three (83) Musicians, including one (1) librarian.

### Section 7.2 Substitute Musicians.

(A) Substitute Musicians: A Substitute Musician is a musician employed by the Employer as a substitute for an absent Musician or as an extra player. Substitute Musicians shall be hired by the Employer from a list which has been compiled by the principal and tenured members of the appropriate section. The violin and percussion lists shall have a minimum of seven (7) names; all other lists shall have a minimum of five (5) names.

(1) The Employer will be provided with substitute lists and all committee lists no later than thirty (30) days after the season ends.

(2) Due to the possibility of special requirements in certain pieces, the Orchestra Personnel Manager shall confer to the extent practicable with the principal or acting principal before each Substitute Musician is hired. The Employer shall not employ any Substitute Musician whose name does not appear on the appropriate list except under the following circumstances.

(3) If none of the players on a list are available, the Employer will confer to the extent practicable with the principal or acting principal to find an alternative musician.

(4) If no list has been provided, the Employer may hire a Substitute Musician at its sole discretion.

(5) If the Artistic Director objects to the inclusion of a particular musician on a substitute list, the Employer may, in consultation with the Principal of the affected section, decline to hire that musician as a Substitute Musician. The Employer agrees that the Artistic Director will exercise this objection only for legitimate reasons and not to discriminate against any individual for any reason, and will exercise this objection with respect to only one (1) musician per list, per season.

(B) Seasonal Substitute Musicians: A Seasonal Substitute Musician is either a substitute musician engaged by the Employer to fill a position for an entire season, or two substitute musicians engaged to fill a position by splitting an entire season. The Employer shall confer with the principal or acting principal to find qualified Seasonal Substitute Musicians.

(1) The Employer shall not be required to employ Seasonal Substitute Musicians from the Substitute Lists referenced in Section 7.2(A) above.

(2) If the Employer is unable to fill a season-long vacancy with only two Seasonal Substitute Musicians, it may hire three Seasonal Substitute Musicians to split one position, but the third Substitute Musician must come from the list of substitute musicians defined in Section 7.2(A).

(C) Neither a Substitute Musician, nor a Seasonal Substitute Musician shall be considered a Musician in the Orchestra, as defined in Article 1 of this Agreement, but shall be represented by the Union with respect to work performed in the bargaining unit.

Section 7.3 Minimum Personnel. A minimum number of Musicians will be maintained in each section as follows:

1 <sup>st</sup> Violin	15
2 <sup>nd</sup> Violin	13
Viola	8
Cello	8
String Bass	7
Harp	1
Flutes	2
Flute-Piccolo	1
Oboes	2
Oboe-English Horn	1
Clarinets	2
Clarinet-Bass Clarinet	1
Bassoons	2
Bassoon-Contra Bassoon	1
French Horn	5
Trumpets	4
Trombones	3
Tuba	1
Timpani	1
Percussion	3
Piano	1
Music Librarian	1

Section 7.4 Personnel on Leave. The Employer will engage a Seasonal Substitute Musician to replace a musician on an Unpaid Seasonal Leave of Absence (Section 23), in accord with Section 7.2. The Employer will engage a Substitute Musician to replace a Musician on an Unpaid Leave of Absence of less than a season or on sick/personal leave as instrumentation requires. A String player on any unpaid leave of absence must be replaced by a Substitute Musician.

**Article 8. COMMITTEES**

Section 8.1 Audition Committee.

(A) The Audition Committee shall consist of five (5) members elected by secret ballot from among the tenured Musicians. This Committee shall be designated as Panel A. A Chair shall be selected by the five elected members of Panel A.

(1) Two additional committees, each consisting of five (5) alternate Audition Committee members shall also be elected by the Orchestra from among the tenured Musicians. These committees shall be designated as Panel B and Panel C.

(2) The Chair shall notify the Employer, in writing, of the results of the elections for Panels A, B and C within thirty (30) days after the end of every season.

(3) An alternate Audition Committee member shall serve in the absence of a Panel A Audition Committee member. The Audition Committee Chair shall ask Panel B members first, and then Panel C members.

(4) At the request of the Artistic Director, or any member of Panel A, a vote to relieve the Audition Committee Chair of his/her duties will be taken by the members of Panel A. Should the majority vote for relieving the Chair of duties, a new Chair shall be selected by the five Panel A members.

(B) In addition to the five (5) Audition Committee members (Section 8.1(A) above), one (1) tenured member from each section (strings, woodwinds, brass and percussion) shall be elected to the Audition Committee by secret ballot by each respective section stated above. The Audition Committee Chair shall hold these elections at least one (1) week prior to the end of each season, and notify management of the results in writing within 30 days after the end of every season. These additional members shall serve on the Audition Committee only when vacancies occur in their respective sections.

(C) The Principal player will serve as a member of the Audition Committee when vacancies occur in his/her section. If the Principal player is unavailable, then the Assistant Principal player will serve as a member of the Audition Committee; if the Assistant Principal player is unavailable, then a Principal from a related section chosen by the Audition Committee Chair will serve as a member on the Audition Committee. For the violins, however, the order shall be Concertmaster, then Principal Second, the Assistant Concertmaster, then Assistant Principal Second, then a Principal player from a related section chosen by the Audition Committee Chair.

(D) Orchestra Musicians who serve on Audition Committees will be paid \$20.00 per hour for each hour of scheduled auditions, with a minimum of \$65.00 per day for each day they judge auditions and reimbursed for travel expense up to \$14.00 per day.

Section 8.2 Dismissal Review Committee.

(A) The five (5) regular members of the Audition Committee shall serve on the Dismissal Review Committee.

(B) In addition, the Artistic Director in conjunction with the Orchestra Members Committee shall choose three (3) additional Musicians to serve on the Dismissal Review Committee.

Section 8.3 Orchestra Members Committee. The Orchestra Members Committee shall be elected from among the tenured Musicians of the Orchestra. The Union will notify the Employer of the results in writing within 30 days after the end of every season.

Section 8.4 Artistic Advisory Committee.

(A) The Artistic Advisory Committee ("AAC") members shall consist of five (5) tenured Musicians of the Orchestra. The Union will notify the Employer of such members in writing each season. The Employer will schedule meetings with the AAC upon request. Prior to any scheduled meeting, the AAC will provide the Employer with an agenda detailing the items to be discussed during the scheduled meeting. The Employer agrees that, during AAC meetings, its representatives will not discuss the musical ability of any individual Musician.

(B) The Employer recognizes that the AAC is not a bargaining representative of the Musicians and has no authority to make any change to this Agreement.

**Article 9. PROBATIONARY MUSICIAN - TENURED MUSICIAN**

Section 9.1 Probationary Musician. A Musician shall be a Probationary Musician during the first two (2) full seasons of his employment with the Orchestra. A Probationary Musician will be considered to have completed a full season if he/she is hired to begin before the

season is half completed. If the Probationary Musician is hired to begin after the season is half-completed it shall not count toward tenure.

(A) If a Probationary Musician is unable to play a full season due to conflict(s) with primary orchestral employment or preexisting contractual performance commitment(s), then the Probationary Musician may be granted an unpaid leave to the extent made necessary by the conflict(s). In such a case, probation may be extended into a third (3<sup>rd</sup>) year.

(B) Such an extension will be considered only if the Artistic Director and Section Principal unanimously agree to grant an extension.

(C) Under no circumstances will an extension be granted for a fourth (4<sup>th</sup>) year.

Section 9.2 First Year Evaluation. A Probationary Musician shall receive a written evaluation before the end of the completion of the first year in the Orchestra. The chair of the Audition Committee shall be responsible for gathering evaluative comments from all Musicians in the appropriate section by the end of the eighth (8) week of the festival. (see Article 24.3 for definition of sections of the Orchestra). First year evaluations shall be submitted by the eighth (8) week of the season. The comments will be presented to the Probationary Musician in a meeting with the General Manager and the Artistic Director. If the Artistic Director is not available for the meeting due to scheduling problems, his/her written comments will be presented in this meeting. The Orchestra Musicians' comments shall be presented by the Audition Committee Chair to the General Manager at least three (3) days before this meeting. At the Musician's request, the Chair of the Orchestra Members' Committee or his designee may attend the meeting.

Section 9.3 Discharge of Probationary Musicians. A Probationary Musician may be discharged by the Employer for any reason and without recourse, except for a claim that the termination was for engaging in union activity.

Section 9.4 Tenured Musician. A Tenured Musician is a Musician who has completed his/her probationary period and has not received a notice of non-renewal.

(A) A notice of non-renewal must be sent to the Probationary Musician at the address provided to the Employer by the musician. The notice shall be sent overnight with proof of delivery by a national courier service no later than three (3) business days before the Orchestra's final concert of the Musician's second probationary season.

(B) All Orchestra Musicians are obligated to provide, in writing, to the Employer, an address for receipt of mail, or notices will be sent to the Musician's last known address.

Section 9.5 Promotion. If a Musician in the Orchestra is promoted to Principal Chair or Assistant Principal Chair:

(A) The promoted Musician will be replaced by a substitute musician only until his/her promotion becomes permanent.

(B) In the event the Musician's promotion does not become permanent, he/she may return to his/her former position without loss of seniority.

(C) The promotion becomes permanent after two (2) full seasons unless the Employer sends the Musician a written notice of non-renewal of Principal or Assistant Principal status.

(D) The notice of non-renewal of status must be sent to the Musician at the address provided to the Employer by the Musician and the Union. The notice shall be sent overnight with proof of delivery by a national courier service no later than three (3) business days before the Orchestra's final concert of the second season in which the Musician serves in his/her status as a Principal or Assistant Principal.

#### **Article 10.**

#### **DISCHARGE AND DISCIPLINE OF A TENURED MUSICIAN FOR JUST CAUSE**

Section 10.1 Just Cause. A Musician who has completed his/her probationary period may be disciplined or discharged for just cause. Just cause shall include but not be limited to the following:

(A) persistent infraction of the rules reasonably imposed by the Employer pursuant to this Agreement;

(B) repeated inexcusable absences from or repeated inexcusable tardiness at rehearsals or performances;

(C) missing any part of any service at a time when performing work for anyone other than the Employer, without excuse from the Employer;

(D) insubordination; or,

(E) poor performance of job duties may be considered as just cause for discipline up to and including discharge of the "Librarian".

Section 10.2 Disciplinary Procedures. In all cases involving violations of the just cause standard, the following procedures shall apply:

(A) Within ten (10) days after the Musician has received written notice of the discipline or discharge, from the Employer, which notice shall state the precise reason for the action, the Musician may give written notice to the Employer of his/her desire to protest the action.

(B) The Employer shall thereupon refer the matter to the Dismissal Review Committee, which, after investigation, shall make its determination by a majority secret vote as to whether in its judgment the action was for just cause or was otherwise proper under this Agreement. If the Dismissal Review Committee determines that the action of the Employer was for just cause or otherwise proper under this Agreement, then the action of the Employer shall be final and not subject to further review.

(C) If the Dismissal Review Committee determines that the action was not for just cause or otherwise proper under this Agreement, then the Employer shall review the Committee's findings and, within ten (10) days after receipt thereof, shall notify the musician of its decision. If the decision of the Employer is that its action shall stand, then the Musician may, by written notice to the Employer not later than fourteen (14) days after receipt of the Employer's decision by the Musician, or the Union, whichever is later, submit the matter to grievance and arbitration under this Agreement as provided in Article 13.

#### **Article 11.**

#### **DISCHARGE OF A MUSICIAN FOR SUDDEN AND SERIOUS DETERIORATION OF MUSICAL ABILITY**

Section 11.1 Sudden Deterioration in Musical Ability. A Musician may be discharged for a sudden and serious deterioration of his/her musical ability. In the event the Artistic Director determines that there has been a sudden and serious deterioration of a Musician's musical ability, the following procedures shall apply:

(A) In the event the Artistic Director determines there has been a sudden and serious deterioration of a Musician's musical ability which falls below the musical standards of the Orchestra, he/she shall confer with the Musician in a private meeting (Conference of Notification), at which time a member of the Orchestra Member's Committee and a union representative shall be invited. At the discretion of the Executive Director, the Orchestra Personnel Manager shall also attend this conference. At this conference the Musician shall receive written notice of the specific areas(s) of deterioration in his ability and the improvement required.

(B) The Employer shall refer this matter to the Dismissal Review Committee which shall conduct an investigation in connection with the Musician's musical ability

which shall not exceed three (3) weeks in duration. During this investigation period the Dismissal Review Committee shall observe the notified Musician's performance and shall consult with and advise the Artistic Director, who will offer counseling and assistance to the Musician during the same three (3) week period.

(C) At the expiration of the three (3) week period referred to herein, the Dismissal Review Committee shall give a written report to the Union concerning the notified Musician's attempt to fulfill the improvement requirements.

Section 11.2 Unpaid Leave of Absence. In the case of a sudden and serious deterioration of a Musician's musical ability, the Musician shall be required to take an unpaid leave of absence. During this leave of absence the Musician will take steps to re-establish his/her musical ability to his/her former level. At a mutually agreeable time, but prior to the following season, the Musician may request a private audition with the Artistic Director and the Dismissal Review Committee in order to demonstrate his/her ability to his/her former level. If the sudden and serious deterioration is caused by illness or injury, which is substantiated by the Musician's physician, and documented by the Employer's physician, the Musician may postpone the private audition for an additional season.

Section 11.3 Discharge. In any event, immediately following the private audition, if the Artistic Director determines that the Musician has not re-established his/her musical ability to a level consistent with Orchestra standards, the Musician shall be discharged immediately.

**Article 12.**  
**DISCHARGE OF A MUSICIAN FOR SUBSTANTIAL**  
**DETERIORATION OF MUSICAL ABILITY**

Section 12.1 Musical Standards of the Orchestra. The discharge of a Musician for the purpose of maintaining the musical standards of the Orchestra shall be subject to the following procedures:

(A) If the Artistic Director determines that a Musician's musical ability deteriorates and falls below the musical standards of the Orchestra, he/she shall confer with the Musician in a private meeting (Conference of Notification), at which time a member of the Orchestra Member's Committee and a union representative shall be invited. At the discretion of the Executive Director, the General Manager and/or Employer's legal counsel shall also attend this conference. At this conference, the Musician shall receive written notice of the specific area(s) of deterioration in his/her musical ability and the improvement required.

(B) The Employer shall refer this matter to the Dismissal Review Committee, which shall conduct a three (3) week investigation in connection with the Musician's musical ability. During such three (3) week period, the Dismissal Review Committee shall observe the notified Musician's performance and shall consult with and advise the

Artistic Director, who will offer counseling and assistance to the Musician during the same three (3) week period.

(C) At the expiration of the three (3) week period referred to herein, the Dismissal Review Committee shall give a written report to the Union concerning the notified Musician's attempt to fulfill the improvement requirements.

Section 12.2 Non-Renewal. The Artistic Director will not make a final judgment or decision until the matter has been discussed with the Dismissal Review Committee and with the Union and each of their views carefully considered. If the Artistic Director decides that substantial deterioration of the Musician's musical ability continues to exist, the Musician shall promptly receive notice of non-renewal from the Employer, but the employment of the notified Musician shall not terminate until the conclusion of the following season. Such notice of non-renewal must be given no later than the end of the scheduled season. In no case may a notice of non-renewal be given unless it has been preceded by the procedures specified above.

(A) A Musician may, within one (1) week after receipt of notice of non-renewal of his/her contract, appeal said non-renewal by written notice to the Executive Director and shall forward a copy of his appeal to the Union.

(B) If the Union and the Employer cannot reach agreement on said matter within thirty (30) days, the dispute may be referred to arbitration pursuant to the procedures set forth in Article 13 of this Agreement.

### **Article 13. GRIEVANCE PROCEDURE**

Section 13.1 Definition. A grievance is any dispute relating to the interpretation or application of this Agreement. A grievance may be initiated by a Musician, by the Union on behalf of any Musician or in its own interest.

Section 13.2 Individual Grievances. A Musician may, prior to instituting a formal grievance, discuss any grievance or other complaint relating to his employment with the Orchestra Personnel Manager in an effort to resolve the matter promptly. At this meeting, at the Musician's request, the Chair of the Orchestra Member's Committee or his designee may also attend. Any resolution of the grievance or complaint shall be consistent with this Agreement and shall not be binding upon the Union or any other Musician. If the Union is of the opinion that a complaint which is a grievance within the definition of Section 13.1 has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Union may institute a grievance under the provision of Section 13.3 protesting such resolution.

Section 13.3 Procedure. A grievance filed against the Employer shall be processed in the following manner:

STEP 1: Any Musician covered by this Agreement who has a grievance, or the Union, shall submit it in writing designated as a grievance to the Orchestra

Personnel Manager or his/her designee, provided that said grievance shall be in writing and signed by the aggrieved Musician. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement or the individual contract which the Employer is alleged to have violated, and the relief requested. However, the grievant shall not be restricted to such statement, which may be amended to conform to the actual fact situation.

The Orchestra Personnel Manager or his/her designee, shall give his/her written answer within seven (7) business days after receipt of the grievance.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Executive Director or his designated representative, within five (5) business days after the receipt of the Employer answer in Step 1. A meeting between the Executive Director or his/her representative, and the Union (which may or may not include the grievant) shall be held at a time mutually agreeable to the parties, but within five (5) business days of receipt of the Union's appeal, if at all possible. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Executive Director or his/her representative, and the Union. If no settlement is reached, the Executive Director or his/her representative, shall transmit the Employer's written answer to the Union within five (5) business days following the meeting.

#### Section 13.4 Arbitration.

(A) General Provisions. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) calendar days after receipt of the decision of the Executive Director in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators located within 250 miles of Chicago who are members of the National Academy of Arbitrators.

(1) Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, the other party a fourth name and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss.

(2) The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that the arbitrator set a time and place, subject to the availability of the Employer and Union representatives.

(3) All arbitration hearings shall be held in Chicago, Illinois unless the parties mutually agree otherwise.

(B) Limitations on Authority of the Arbitrator. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

(1) The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted in writing at the first step of the grievance procedure (unless the parties mutually agree otherwise) and the arbitrator shall not make a decision on any other issue(s) not so submitted to him/her.

(2) In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy so long as the remedy is not beyond the scope of the parties' contractual agreement. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way any provision of this Agreement.

(3) The arbitrator shall submit in writing his/her decision within sixty (60) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension.

(4) The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding on all parties.

Section 13.5 Fees and Expenses. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 13.6 Time Limits for Filing. No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) business days after the Musician concerned became aware, or should have become aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limit set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to

treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. The term "business days" as used in this Article shall mean the days Monday through Friday, inclusive, and shall exclude Saturdays, Sundays, and those holidays on which the Employer's Administrative office is closed.

**Article 14.   NORMAL SERVICES,  
EXTRA SERVICES - SPECIAL SERVICES**

Section 14.1   Definitions.

- (A)   Rehearsal is a preparation by the Orchestra for a concert.
- (B)   Concert is a performance by the Orchestra which is not a rehearsal.
- (C)   Service is a rehearsal or a concert.
- (D)   Normal Service is a service within the regular work week.
- (E)   Extra Service is a Service in a regular work week in excess of the number of normal services provided for in a week by this Agreement.
- (F)   Day is a calendar day unless otherwise specifically stated.
- (G)   A week is a consecutive seven (7) day period commencing at 12:01 AM local time Monday and ending at 11:59 PM local time Sunday.

Section 14.2   Normal Services. Normal services shall be subject to the following limitations:

- (A)   There shall be no more than two (2) services in any one (1) day. There shall be no more than three (3) consecutive days of double services.
- (B)   There may be no more than six (6) rehearsals in a week.
- (C)   There may be no more than four (4) concerts in a week.
- (D)   There shall be no concerts or rehearsals scheduled on Monday.
- (E)   Normal services for a week shall not exceed eight (8) in a six (6) day period.
- (F)   There shall be no Sunday rehearsals.
- (G)   There shall be no more than four (4) nighttime services per week and except for one time per season the four (4) nighttime services cannot be on four (4) consecutive nights.

(H) There shall be no more than three (3) weeks in which more than two (2) different programs will be permitted.

(I) There will be at least one week in each season of only seven (7) services, paid as eight-service weeks.

(J) The aforementioned rules in Section 14.2 do not apply to "Members of" services.

Section 14.3 Extra Services. Service(s) in excess of eight (8) per week, or in excess of seven (7) in seven (7) service weeks referenced in Section 14.2(I), shall be subject to the following limitations and shall be paid in accordance with provisions of Section 19.5:

(A) There shall be an absolute maximum of ten (10) services in a week.

(B) Weeks with ten (10) services shall not be consecutive.

(C) No extra service may be scheduled without at least two (2) weeks advance notice to the Union and Orchestra Musicians.

(D) The aforementioned rules in Section 14.3 do not apply to "Members of" services.

Section 14.4 Work Schedule.

(A) There shall be a period of at least twelve (12) hours between the end of a service and the beginning of a service on the following day.

(B) There shall be a period of one and one half (1.5) hours between rehearsals on the same day.

(C) There shall be a period of at least two and one half (2.5) hours between a rehearsal and a concert on the same day, except as provided in section 16.2 for off-site services.

(D) There shall be at least two (2) consecutive days off in at least five (5) weeks during the season. "Consecutive Days" may include a Sunday and Monday, but may not include the last days of a season.

## **Article 15. REHEARSAL SERVICE**

Section 15.1 Time. A rehearsal service shall be two and one-half (2.5) hours maximum in duration. There shall be at least five (5) minutes intermission for each one-half (1/2) hour of rehearsal. Intermission time may be accumulated, however, in no event may there be more than ninety (90) minutes of rehearsal without an intermission. When an intermission is taken at the beginning of a rehearsal, any subsequent intermission must be at least fifteen (15) minutes in

length. Any rehearsals which terminate after 7:00 P. M. local time shall be compensated at the concert rates specified in Article 19 and shall be considered to be nighttime services.

Section 15.2 Rehearsal Order. The order in which compositions are to be rehearsed must be posted in clear legible letters at least one (1) inch high on the bulletin board and at the wings of the stage no later than the previous rehearsal's intermission.

(A) Any changes in the posted rehearsal order must be announced before the end of the preceding rehearsal in order to be in effect. The only exceptions allowed will be: the first rehearsal of the season; an unexpected circumstance creating a serious problem with a soloist, or emergency weather conditions which allow a smaller instrumentation to rehearse.

(B) In the event the rehearsal order is not posted as agreed, then the scheduled program order will be followed.

(C) During regularly scheduled rehearsals, no repertoire will be rehearsed for any program(s) that are not performed in the same work week, absent mutual agreement between the Employer and the Union.

Section 15.3 Personnel Assignments. Non-string principal Musicians shall submit personnel assignment lists to the Orchestra Personnel Manager, and the Orchestra Personnel Manager shall post the lists on the bulletin board at least two (2) weeks in advance of a program's first rehearsal or within one (1) day after the complete instrumentation of a concert becomes known, whichever is later. If any non-string principal player fails to provide the Orchestra Personnel Manager with the personnel assignment list for his/her section within that time, the Orchestra Personnel Manager shall make the assignments for that section.

Section 15.4 Celebrity Pops Concerts/Rehearsals. A "Celebrity Pops Concert" is defined as a concert featuring a nationally or internationally renowned performer of popular music. A Celebrity Pops Rehearsal involves a celebrity guest artist who perform orchestral pops programs. There may be two (2) rehearsals for a "Celebrity Pops Concert", provided that the second rehearsal is only for the non-Pops portion of the concert and that weekly service limits remain unchanged. The Employer will encourage Celebrity Pops Artists to provide a specific rehearsal order. Percussion section Musicians will be given consideration for stage set-ups.

## **Article 16. SITES OF CONCERTS AND REHEARSALS**

Section 16.1 Service Sites. All outdoor rehearsals and concerts will be performed at the Petrillo Music Shell in Grant Park or at the Jay Pritzker Pavilion ("JPP"). Indoor rehearsals and concerts, if scheduled, will be performed only at the Harris Theater for Music and Dance (HTMAD), South Shore Cultural Center, Symphony Center, or the Auditorium Theater.

(A) The Employer shall use its best efforts to limit indoor concerts at non-HTMAD locations to two (2) per season. There shall be no more than six (6) indoor

concerts at HTMAD with a maximum of two (2) of those in the pit; or if there are no more than two (2) indoor concerts at non- HTMAD locations, then there may be eight (8) indoor concerts at HTMAD with a maximum of two (2) of those in the pit.

(B) Additional indoor rehearsals and concerts, will be performed at the aforementioned locations or at other sites by mutual agreement between the Employer and the Union.

(C) Except in the case of inclement weather, at least one rehearsal service will be held at the JPP for any program to be performed at the JPP.

(D) Management will provide one of the following:

(1) Parking free of charge within one-quarter (1/4) mile of the indoor site;

(2) Reimbursement of parking fees upon presentation of an original receipt, with a limit of one reimbursement per day;

(3) Bus transportation to and from the service.

(E) Timpani, percussion instruments and keyboards will be transported by the Employer from the JPP to the indoor site and back. Musicians carting agreed upon instruments will either be provided parking or reimbursed for parking expenses. Cartage for basses and tuba will be paid at the rate of Twenty-five Dollars (\$25.00); cartage for harp will be paid at the rate of Fifty Dollars (\$50.00). Cartage reimbursements in this section do not apply to services at HTMAD.

#### Section 16.2 Off-Site Services.

(A) An off-site service shall be any service performed away from the Petrillo Music Shell, the JPP, or HTMAD.

(B) Off-site services, in addition to service sites listed in Section 16.1, and such other sites as shall be agreed upon from time to time in writing by the Union and the Employer. Off-site service are subject to the following conditions:

(1) In any week containing an off-site service, there shall be a maximum of seven (7) services; provided, however, that this limitation will not apply in the 2016 season.

(2) There shall be a maximum of one (1) concert per season at the South Shore Cultural Center.

(3) Any day of off-site services shall be limited to ten (10) hours, portal to portal, to and from the JPP, with hours in excess of ten (10) paid at the concert overtime rate.

(4) According to the guidelines in Section 16.1(D), the Employer shall provide cartage and one of the following: (i) free parking, (ii) parking reimbursement, or (iii) bus transportation.

(5) If there are two (2) off-site services in a day which includes an off-site concert, there shall be a minimum of two (2) hours and a maximum of two and one-half (2.5) hours between the first and second service.

(6) Music may be rehearsed off-site for a performance at another location provided that the conductor of the performance also directs the rehearsal. Such rehearsals must be full services.

## **Article 17. CONCERT SERVICE**

### Section 17.1 Concert Service.

(A) Concert services will not exceed two and one-quarter (2.25) hours duration, to be counted from "call time" until the concertmaster leaves the stage at the end of the concert. The following exceptions shall be applicable:

(1) Four (4) concert services of two and one-half (2.5) hours maximum duration may be scheduled in a season with no additional payment.

(2) Two (2) concert services of three (3) hours maximum duration may be scheduled in a season with no additional payment.

(3) If a two and one-quarter (2.25) concert service is delayed due to inclement weather, such concert service may extend to two and one-half (2.5) hours duration with no additional payment.

(B) Each two and one-quarter (2.25) and two and one-half (2.5) hour concert service shall include an intermission of at least twenty (20) minutes. Each three (3) hour concert service shall include an intermission of at least thirty (30) minutes or two (2) intermissions of at least fifteen (15) minutes.

Section 17.2 Five Minute Rule. In the event a concert exceeds its maximum time by no more than five (5) minutes, no overtime shall be paid provided no actual playing is done during those five (5) minutes or any part thereof and the concertmaster leaves the stage before the expiration of the five (5) minute period.

Section 17.3 Overtime. A premium of fifty percent (50%) of the straight-time rate of compensation set forth in Section 19.5 for concerts shall be paid if more than ninety (90) minutes elapse between the call time and when the concertmaster leaves the stage at the beginning of the intermission or between the end of the intermission and the time the concertmaster leaves the stage at the end of the concert. For all concerts without an intermission, as described in Section 17.4, a premium of fifty percent (50%) of the straight-time rate of compensation set forth in Section 19.5 for concerts if actual playing is done beyond the stated length of the concert or if the concertmaster does not leave the stage before the end of the five (5) minutes allowed by Section 17.2.

Section 17.4 Concert Without Intermission. Where a one and one-half (1.5) hour concert is performed without an intermission, the additional five (5) minutes allowed by Section 17.2 applies. In addition, two programs per season, involving single works only, will be permitted to last up to one hundred (100) minutes without intermission and the additional five (5) minutes allowed by Section 17.2 also applies. One quarter (1/4) hour overtime will be paid for one-hundred (100) minute concerts.

## **Article 18. SCHEDULE OF REHEARSALS, CONCERTS AND RECORDINGS**

Section 18.1 Tentative Rehearsal and Concert Schedule. A tentative rehearsal and concert schedule for the season showing date, time and type of service shall be sent to each Musician at least ten (10) weeks prior to the first service. The date and time of the first service must be sent four (4) weeks in advance; date and time of this service may not change after it is so sent, unless it is moved no more than 48 hours later than the original date and time. It may not be moved more than one time.

Section 18.2 Final Rehearsal and Concert Schedule. A final rehearsal and concert schedule shall be distributed to Musicians prior to the first rehearsal of the season.

Section 18.3 Schedule Changes. Schedule changes must be posted on the Employer's bulletin board at the JPP Music Shell or the Petrillo Music Shell no later than the third working day before the schedule change. A premium of fifty percent (50%) of the straight time rate of compensation set forth in Section 19.5 for concerts and rehearsals shall be paid if there is a schedule change after the aforementioned deadline. No Musician shall be required to play at any overtime period at a rehearsal service unless that overtime period is announced at or before the conclusion of the last previous rehearsal service or the previous day, whichever is earlier.

Section 18.4 Tardiness. Musicians who are tardy without just cause shall be docked in one-fourth (1/4) hour increments commencing on the third (3<sup>rd</sup>) such occurrence.

Section 18.5 Video Monitors. The Employer is authorized to have video monitors in the area surrounding the JPP showing the live performances being performed in the Music Shell, provided that they are connected only to a closed circuit video system ("system") operated by or for the Employer. The Employer shall be liable under the provisions of this Agreement for

reproductions made from the system by it or its agents or representatives, or which were permitted to be made as a result of the Employer's negligence or lack of diligence in monitoring or protecting the system. Notwithstanding anything contained in this Section 18.5, the Employer shall not be liable for reproductions made by the general public using camcorders, tablets, phones or similar devices if the Employer has used its best efforts to prevent the use of such devices.

Section 18.6 Media. The Employer is authorized, without payment of additional compensation, to allow use of audio or audio-visual material captured at rehearsals or concerts for news and promotional purposes under the terms of the AFM Integrated Media Agreement or other superseding national agreement.

Section 18.7 Reproductions.

(A) Except as provided in Sections 19.7 and 29.6 hereof, this Agreement shall not apply to any mechanical, electrical or electronic reproduction or transmission, including but not limited to television, radio, recording, taping, etc. ("reproduction"), *provided, however*, that the current and any future AFM Integrated Media Agreements are hereby incorporated herein by reference and made a part of this Agreement.

(B) Notwithstanding Section 18.7(A) hereof, the Employer shall have the right to make an audio and/or video reproduction of all concerts of the Grant Park Orchestra, without additional compensation, solely for (1) archival purposes, (2) study purposes, or (3) grantsmaking purposes, if all of the conditions contained in Section 18.7 are complied with. If any reproduction is made of any concert or other service in violation of any of the provisions of Section 18.7, such reproduction shall be deemed to have been a concert broadcast in the Chicago market as of the time each such violation occurred, and the Musicians of the Grant Park Orchestra at the time of each such violation shall be compensated accordingly.

(C) Archival Reproductions. For archival purposes, reproductions may be made of all concerts under the following conditions:

(1) The Union shall be given at least seven (7) days advance written notification of the making of each such reproduction and shall be entitled to have present a non-performing representative designated by it to observe all aspects of the reproduction process.

(2) Archival reproductions shall be stored by the Union, shall be delivered to the Union immediately following the reproduced concert, shall be considered to be in the joint custody and control of both the Union and the Employer, and shall not be used for any purpose, including the making of copies, without the joint written consent of the Union and the Employer, except that, if allowed under an existing collective bargaining agreement with the Union, the Employer shall have the right, at its expense, to have Study Reproductions and

Grantsmaking Reproductions made. The Union will make available to the Employer, upon two (2) business days advance written notice, archival reproductions to be used solely for those two (2) purposes and no other.

(D) Study Reproductions. Reproductions may be made of all concerts, or from archival reproduction media, for the purpose of being loaned in advance of a performance to be studied by conductors, guest artists, and composers of the works performed in the reproductions, under the following conditions:

(1) The Union shall be given at least five (5) business days advance written notification of the making of each such reproduction and shall be entitled to have present a non-performing representative designated by it to observe all aspects of the reproduction process. Upon such prior written notice to the Union, study reproductions made by or at the expense of the Employer may be loaned to conductors, guest artists and composers of the works performed in the reproductions for study purposes only, conditioned on the Employer obtaining an agreement in a form furnished by the Union which provides that such reproductions will not be further reproduced, will be returned after use and will not be used for any purpose not specifically permitted herein.

(2) All video study reproductions, at the time made (or, if copied from archival reproductions, at the time copied), shall have the words "Study Reproduction" superimposed upon the entire width of the screen, in letters at least one-tenth (1/10<sup>th</sup>) of the screen height, for not less than one (1) second in duration not less frequently than once each minute, and all audio reproductions, including the audio part of a video reproduction, shall have a silent period of not less than one-half (1/2) second in duration not less frequently than once each minute.

(3) Study reproductions shall be delivered to the Union for erasing or destruction after they have been returned by the borrower, and if the media is of a reusable type, the Union shall return erased media to the Employer in a timely fashion.

(E) Grantsmaking Reproductions. For the purpose of the Employer applying for grants, a reproduction may be made of up to four (4) concerts, or parts thereof, in each season, under the following conditions:

(1) The Union shall be given at least seven (7) days advance written notification of the making of each such reproduction and shall be entitled to have present a non-performing representative designated by it to observe all aspects of the reproduction process.

(2) Grantsmaking reproductions may be made from live concert performances, or from archival media, for the purpose of applying for a specific grant. The unedited media produced for this purpose shall be edited and

transcribed into a format suitable for the particular grant application by an audio-visual specialist or company, conditioned on the Employer obtaining an agreement in a form furnished by the Union which provides that the specialist or company will not retain any copy of the reproduced concert, or any part thereof, and will return the original media to the Employer upon completion of the production process. Media produced for grantsmaking purposes shall be subject to all of the conditions applicable to archival media.

(F) No reproduction made under this Agreement shall be used by the Employer in connection with any disciplinary matter, grievance, arbitration or other dispute between the Employer and the Union or the Employer and any Musician.

(G) Reproductions produced under Section 18.7 shall be owned jointly by the Employer and the Union and each shall own a fifty per cent (50%) undivided interest in each such reproduction, and in the event that the Union ceases to be the collective bargaining representative for the Grant Park Orchestra, any past, present or future member of the Grant Park Orchestra may sue to enforce the provisions of Section 18.7 in any court of law.

(H) Section 18.7 shall apply to all reproductions made during the term of this Agreement and shall survive the expiration of this Agreement with respect to such reproductions for the earlier of fifty (50) years or until the parties agree in writing to donate such archival reproductions to a *bona fide* repository for historical materials.

**Article 19. COMPENSATION**

Section 19.1 Weekly Salary. Each Musician shall be employed for a ten (10) week season during the term of this Agreement. The regular weekly salary for Musicians covered by this Agreement will be:

<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>\$1,459.89</b>	<b>\$1,496.39</b>	<b>\$1,533.80</b>

(A) Musicians who are present and perform service(s) on July 4 will be paid at time and one-half.

(B) Per-service pay is one eighth (1/8<sup>th</sup>) of weekly salary for any Musician being paid for a partial week.

(C) The librarian shall receive the regular weekly salary during the season. The librarian shall receive 65% of the regular weekly salary plus additional benefits during a six week period before and/or after the regular season. This shall equal 65% of pension (Section 20.3), and Electronic Media Guarantee (Section 19.7). Additional

employment outside the season shall be offered to the librarian on an "as needed" basis at an hourly rate of \$15.00 per hour.

Section 19.2 Principal Overscale. The following principal Musicians will receive an additional overscale salary of a minimum of 20% of the regular weekly salary for the term of this Agreement.

Concertmaster  
Assistant Concertmaster  
Second Violin  
Viola  
Cello  
Bass  
Flute  
Oboe  
Clarinet  
Bassoon  
Horn  
Trumpet  
Trombone  
Tuba  
Timpani  
Percussion  
Harp  
Librarian

Section 19.3 Assistant Principal Overscale. The following assistant principal Musicians and third chair first violin will receive an additional overscale salary of a minimum of ten (10) percent of the regular weekly salary for the term of this contract.

Second Violin  
Viola  
Cello  
Bass  
Flute  
Oboe  
Clarinet  
Bassoon  
Horn  
Trumpet  
Trombone  
Percussion  
Timpani

Section 19.4 Principal and Assistant Principal Pay for Non-Principals.

(A) When the principal is on leave of absence, the assistant principal shall receive principal pay when performing principal duties.

(B) Musicians who play in a titled position for all of a service shall be compensated at the contract overscale rate applicable to the titled Musicians they are replacing. All Musicians in all sections shall have the right of first refusal to replace a titled player who is absent for any reason before the Employer engages a Substitute Musician for that service, except that only the Assistant Concertmaster and frozen 3<sup>rd</sup> chair first violin have the right to replace the Concertmaster. No tutti player shall be required to replace a titled player. Reduced instrumentation shall be equitably rotated among all Musicians of the applicable section(s).

Section 19.5 Compensation for Extra Services. Straight time compensation for extra services shall be as follows except as provided in Section 14.3:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>Concerts</b>	<b>\$199.94</b>	<b>\$204.94</b>	<b>\$210.06</b>
<b>Rehearsals</b>	<b>\$133.25</b>	<b>\$136.58</b>	<b>\$140.00</b>

(A) A ninth (9<sup>th</sup>) service will be paid at time-and one-half.

(B) A tenth (10<sup>th</sup>) service will be paid at double time.

(C) If nine (9) or more service weeks are consecutive, all ninth (9<sup>th</sup>) services after the first week are paid at time and one-half, all tenth (10<sup>th</sup>) services after the first week are paid at double time.

(D) "Members Of" Services. "Members Of" services in excess of weekly service limits are not subject to time and a half or double time rates. (Section 21.3)

Section 19.6 Overtime Compensation. Overtime shall be paid to each Musician as follows for each half (1/2) hour or fraction thereof:

	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>Concerts</b>	<b>\$39.99</b>	<b>\$40.99</b>	<b>\$42.01</b>
<b>Rehearsals</b>	<b>\$26.65</b>	<b>\$27.32</b>	<b>\$28.00</b>

(A) Principals and Assistant Principals performing over scale duties will receive their over scale percentage for overtime pay.



Start of 21 or more

4%

Section 19.9 Audition Committees. Orchestra members who serve on Audition Committees will be paid \$20.00 per hour for each hour of scheduled auditions, with a minimum of \$65.00 per diem for each day they judge auditions and reimbursed for travel expense at \$14.00 per day.

Section 19.10 Cartage. Cartage for basses and tuba will be paid at the rate of twenty-five dollars (\$25.00); cartage for harp will be paid at the rate of fifty dollars (\$50.00). Cartage reimbursements in this section do not apply to services at HTMAD.

## **Article 20. SICK PAY, WELFARE AND PENSION BENEFITS**

Section 20.1 Paid Leave. Each Musician shall be paid for a maximum of four (4) sick/personal services and two (2) sick services in each season as specified in this Agreement. A Musician shall be allowed to accumulate a maximum of sixteen (16) sick/personal services. Any additional sick/personal services and all sick services shall accumulate as sick services. A Musician shall be allowed to carry over sick services from one season to another without limitation. In addition, each Musician is entitled to be paid up to a maximum of sixteen (16) consecutive services missed on account of illness or injury requiring hospitalization and/or non-elective surgery.

(A) Sick/Personal services may be used for a Musician, and/or the illness of a child, spouse, or domestic partner.

(B) Parental Leave (for child care) of twenty-four (24) services may be taken for a child born or adopted between January 1 preceding the season and the end of that year's season. Four months notice is required. This leave is paid through the use of accumulated sick and personal services. Otherwise, it can be taken as unpaid leave.

(C) Unused paid leave for sick/personal services will be forfeited upon termination from employment with the Employer for any reason.

Section 20.2 Notice of Absence. In the event a Musician is unable to perform due to injury, illness or any other reason, he/she shall immediately notify the Orchestra Personnel Manager.

(A) The Musician will make reasonable efforts to attend at least one rehearsal related to a concert.

(B) A one week notice is required to use personal services to miss a concert except in emergencies.

Section 20.3 Pension Contributions. The Employer shall pay to the American Federation of Musicians and Employers Pension Welfare Fund an amount equal to 12% of the

gross weekly compensation set forth in Article 19, Sections 19.1-19.6 of this Agreement for the account of each Musician for the term of this Agreement.

(A) The Employer agrees to the terms of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund in effect as of the date of this Agreement, which Agreement and Declaration of Trust is incorporated herein by reference. By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is a Musician covered by this Agreement, and the Fund assumes no liability for that determination.

(B) Each contribution shall be paid to the Fund no later than the thirtieth (30<sup>th</sup>) of the month following the month in which services were rendered for which such contributions are payable. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted directly to the Fund and a copy of the remittance forms accompanying such checks shall be contemporaneously sent to the Union.

(C) The Employer agrees to consider future amendments to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund.

## **Article 21. INDIVIDUAL CONTRACTS AND "MEMBERS OF"**

Section 21.1 Individual Contracts. Each Musician shall be employed pursuant to an individual employment agreement between the Musician and the Employer, which agreement shall be consistent with the terms of this Agreement.

(A) Individual contracts shall be postmarked no later than November 15 and shall contain the tentative opening and closing dates of the coming season. Musicians shall return their contracts postmarked no later than January 1.

(B) Each individual agreement shall be for the same term as the term of this Agreement, except that upon the effective date of the termination or resignation of any Musician as hereafter provided, the individual agreement relating to such musician shall terminate.

(C) The salary provision of any individual Musician may be modified at any time during its term by mutual agreement of Employer and the Musician party to such agreement, but shall not be modified for a weekly minimum salary less than that provided in this Agreement.

Section 21.2 Right of First Refusal "Members Of" Concerts. The Parties will establish a system of right of first refusal and equitable rotation among Musicians in the Orchestra for:

(A) Orchestra engagements contracted by Employer using the name of "Members Of" Grant Park Orchestra. Musicians will have five (5) working days to respond after such offer is made before the Employer may pursue other players.

(B) Choral engagements contracted by Employer using The Grant Park Chorus which require Orchestra Musicians. Musicians will have five (5) working days to respond after such offer is made before the Employer may pursue other players.

Section 21.3 "Members Of" Services. "Members Of" services do not affect weekly service limits.

## **Article 22. VACANCIES AND AUDITIONS**

Section 22.1 Notification. The Union shall be notified promptly in writing by Employer of any and all vacancies in the Orchestra, whether by resignation, dismissal or any other reason. In addition, notice of such vacancies shall be posted to the Union bulletin board and published in the *Intermezzo* magazine prior to any auditions.

(A) Notices and advertisements for openings may include potential string openings that arise after an audition has been advertised. This is limited to the same string instrument and cannot include titled positions.

(B) As soon as reasonably possible after the completion of each concert season, Employer shall prepare a list of vacancies by position which have occurred in the Orchestra. As soon as it is available, this list shall be circulated to the Union, to the Chair of the Orchestra Committee and to all Musicians in sections in which there are vacancies. For the purpose of this notification, the first and second violin sections shall be considered as one section. Accompanying the list shall be an invitation to Musicians of the appropriate sections in which there is a vacancy to apply for appointment, not only to the positions then vacant but to the positions that may become vacant by virtue of internal reseating.

### Section 22.2 Auditions and Seating.

(A) All Musicians who apply for appointment to a vacancy shall audition under the terms set forth herein. However, if only one Musician has applied for a vacant position, the Employer may waive an audition and appoint that Musician to the vacancy.

(B) A regular Musician will not jeopardize his present seat by either auditioning or not auditioning for any vacancy.

(C) Auditions will take place only when a particular vacancy exists and for that vacancy only. If, between the time a non-titled string section vacancy is advertised for audition and the audition occurs, another non-titled position becomes vacant in the same string section, Employer may elect to use said audition for the purpose of filling the particular advertised vacancy and the additional vacancy(ies), but only if the notice/advertisement specified the potential additional opening(s). Reasonable efforts will be made to notify persons who respond to the audition notices/advertisements of additional vacancies. The advertisement shall specify potential openings.

(D) A minimum of three (3) weeks advance notice will be given in connection with auditions for any vacancy to all musicians who wish to audition.

(E) Absent mutual agreement, no audition may be held on a Saturday or a Sunday.

### Section 22.3 Auditions Procedure.

(A) All Musicians who apply for appointment to a vacancy shall automatically qualify for the final audition and shall not play in the preliminary audition or semi-final audition.

(B) In the event the Executive Director and/or the Artistic Director and the Audition Committee jointly determine that extraordinary circumstances require pre-audition screening, a representative of the Audition Committee shall participate in the pre-audition screening. An applicant can be refused a preliminary audition only by agreement of the Artistic Director and/or the Executive Director and the committee representative.

(1) All preliminary auditions shall be held before the Audition Committee. The Executive Director and the principal player of the section in which there is a vacancy may attend.

(2) The Audition Committee will listen to all preliminary auditions and determine by secret ballot those applicants qualified to be considered for semi-final and final auditions. Upon request of either the principal player of the section in which there is a vacancy or the Executive Director, any applicant determined to be unqualified by the Audition Committee in the preliminary auditions shall be immediately reheard and reconsidered. A second, and final determination shall then be made by secret ballot. Discussion of applicants shall be confined to the Audition Committee, the principal player of the section in which there is a vacancy and the Executive Director. In a non-emergency situation, the Audition Committee shall consist of a minimum of five (5) members. In an emergency situation, auditions will proceed with a minimum of three (3) Audition Committee members.

(3) Final auditions are mandatory in situations where there are two (2) or more finalists for a vacancy. In final auditions, musicians shall have the option to be heard either before or after applicants from outside the Orchestra. No decisions shall be made before all applicants have been heard.

(4) The principal player of the section in which there is a vacancy and the Artistic Director shall determine who, if anyone, will fill the vacancy. In the case of final violin auditions, when the Concertmaster and Principal Second Violin hear auditions, each shall have one-half ( $\frac{1}{2}$ ) vote. If either Principal is absent, the present Principal shall have one (1) vote. The Artistic Director will also have one (1) vote.

(5) In the event there is a tie vote, in connection with any vacancy, the Artistic Director's vote shall take priority. In the event that a principal player cannot be in attendance at a final audition, the Audition Committee Chair, the principal player and the Artistic Director shall determine a suitable replacement. The principal's replacement must be selected from within the family of instruments (brass, woodwinds, strings, percussion) where the vacancy exists. In an emergency situation, the Audition Committee shall select a replacement of the Principal Player's first replacement.

(6) In the case of a final audition for a principal vacancy, two (2) principals from related sections shall participate in the final decision. They shall be selected jointly by the Audition Committee Chair and the Artistic Director. For principal auditions, when only one (1) principal from a related section attends the audition, that person will have one (1) vote in the final round. If two (2) principals from related sections attend, they will each have one-half ( $\frac{1}{2}$ ) vote each as before. When two (2) principals cannot be present, the Audition Committee Chair in consultation with the Artistic Director will first choose qualified replacements in order from Panels A, B, and C, and secondly, from the general membership of the Orchestra. As in other final auditions, the Artistic Director's vote shall take priority.

(7) Auditioning musicians may be required to demonstrate their ability to perform in an ensemble (in consultation with principal or associate/assistant principal).

(8) The Audition Committee and principal or his/her replacement at the final audition may approve by majority vote any finalists deemed satisfactory to be placed at the bottom of the Substitute Musicians list. (Section 7.2(A)).

(C) Before the first audition of any calendar year, the Audition Committee shall determine whether a daily semi-final round will take place following each day's preliminary auditions. If the Audition Committee determines that a daily semi-final

round will take place, then all auditions that year shall utilize such a semi-final round, except that internal auditions will not be required to utilize a semi-final round.

(D) The Employer shall notify all Audition Committee Members, including applicable principals, at least thirty (30) days prior to any audition.

(E) For Concertmaster and Assistant Concertmaster vacancies, and for titled positions which have remained vacant for more than two (2) consecutive seasons, the Employer may, invite up to two (2) qualified candidates to the semi-final round along with any candidates who advance from the preliminary auditions. The Audition Committee will advance candidates to the final round of auditions following the procedures described for preliminary auditions in Section 22.3(B)(2).

(F) Musicians who have played one full season with the GPO within the previous three calendar years, or who have advanced from the preliminary to the final round of a GPO audition within the previous three (3) calendar years, may be placed in the final round of an audition without playing a preliminary audition. All three (3) of the following requirements must be met for this advancement:

(1) The musician must first be recommended by the principal player of his or her instrument or a related principal player.

(2) Musicians in the appropriate section must then approve the recommendation by a secret ballot majority vote. The voting will be conducted by the Audition Committee Chair. If there is a split vote, the Audition Committee Chair will give the tie breaking vote to a principal player of his or her choice from a related section. For purposes of this clause the sections of the orchestra are these:

Violin (including both First and Second)  
Viola  
Cello  
Bass  
Woodwinds (including Flute, Oboe, Clarinet  
and Bassoon)  
Brass (including Trumpet, Trombone, Tuba and Horn)  
Percussion (including Keyboard and Harp)

(3) The Artistic Director must approve the recommendation.

Section 22.4 Sudden Vacancies. Sudden vacancies occurring which do not allow sufficient time to follow the above procedures (such as a vacancy occurring after auditions or during the season), may be filled by the Artistic Director in accord with Section 7.2 with the

understanding that it be done on a temporary basis, until it is practical to fill the vacancy as outlined above.

**Article 23. UNPAID SEASONAL LEAVES OF ABSENCE**

Section 23.1 Eligibility. A Musician who has completed five (5) or more consecutive seasons with the Orchestra shall be eligible for one (1) season's unpaid leave of absence without loss of position in the Orchestra and without having to audition for his position. A musician who has taken one (1) unpaid seasonal leave of absence shall be eligible for a second unpaid leave of absence after an additional five (5) seasons.

Section 23.2 Full Season Unpaid Leave. No more than four (4) musicians who are eligible for a full season unpaid leave of absence shall be allowed to take such leave in any one season and no more than two (2) musicians may take such leave from any one section. No more than one (1) principal player from any one section, and no more than one (1) Musician from the same woodwind, brass or percussion subsection, may take such leave during the same season. A Musician on seasonal unpaid leave of absence will not accrue paid benefit time or seniority during the leave.

Section 23.3 Sections of the Orchestra. For purposes of this Article, sections of the Orchestra shall be as follows:

- 1<sup>st</sup> Violin
- 2<sup>nd</sup> Violin
- Viola
- Cello
- Bass
- Woodwinds
- Brass
- Harp
- Percussion/Timpani
- Librarian

Section 23.4 Procedure. All requests for seasonal unpaid leaves of absence must be received in writing by the Orchestra Personnel Manager no later than March 1<sup>st</sup> before the season for which the leave is requested. Requests made prior to October 15<sup>th</sup> before the season for which the leave is requested will not be acted upon until that date. Where conflicting requests are received before October 15<sup>th</sup>, seniority among Musicians will form the basis of the selection by the Orchestra Personnel Manager. Leave requests made between October 15<sup>th</sup> and March 1<sup>st</sup> will be granted on a first-come/first-served basis. The Employer shall act upon leave requests within ten (10) calendar days of their receipt, or within ten (10) calendar days of October 15<sup>th</sup>, whichever is later.

## Article 24. SHORT UNPAID LEAVES OF ABSENCE

Section 24.1 Eligibility. Musicians who have completed three (3) or more consecutive seasons shall be eligible to take short unpaid leaves of absences.

(A) Musicians are eligible for one (1) week of short unpaid leave per season, without the need to complete another season before again becoming eligible.

(B) Musicians are eligible to take an additional three (3) weeks of short unpaid leave (consecutive or nonconsecutive) any time within a five (5) year period.

(C) Under this Agreement, a week is defined as Monday through Sunday.

### Section 24.2 Limitations.

(A) Musicians may take short unpaid leaves of absence in partial weeks. Short unpaid leave must be used for all rehearsals and concerts related to a program.

(B) No more than two (2) Musicians from any one section may be granted short unpaid leave during any one (1) program of the season.

Section 24.3 Sections of the Orchestra. For purposes of this Article, sections of the Orchestra shall be the same as Section 23.3.as follows:

1<sup>st</sup> Violin  
2<sup>nd</sup> Violin  
Viola  
Cello  
Bass  
Woodwinds  
Brass  
Harp  
Percussion/Timpani  
Librarian

Section 24.4 Procedure. All requests for short unpaid leaves of absence must be received in writing by the Orchestra Personnel Manager no later than four (4) weeks before the start of the requested leave. Requests made prior to October 15<sup>th</sup> before the season for which the leave is requested will not be acted upon until that date. Where more than two (2) requests for the same week are received from a section before October 15<sup>th</sup>, seniority among Musicians will form the basis of selection by the Orchestra Personnel Manager. Leave requests made after October 15<sup>th</sup> and four (4) weeks before the start of the requested leave shall be granted on a first-come/first-served basis. The Orchestra Personnel manager shall act upon leave requests within ten (10) calendar days of their receipt, or within ten (10) calendar days of October 15<sup>th</sup>, whichever is later.

## **Article 25. SECURITY AND SAFETY**

Section 25.1 Instrument Protection. The Employer shall not be responsible for lost or stolen musical instruments or other lost or stolen personal property of the Musicians.

Section 25.2 Security. The Employer will provide adequate security measures before and during concerts and rehearsals in the form of:

- (A) Police and/or other security personnel.
- (B) Facilities for which Musicians may provide their own locks and in which Musicians may store their musical instruments.

Section 25.3 Safety. The Employer's personnel shall conduct a safety inspection of the stage area after each time a visitor's set is struck and the orchestra's set is reassembled.

Section 25.4 Sound Protection. The Employer shall make available disposable earplugs (E.A.R. or equivalent) at all services. The Employer shall reimburse individual Musicians \$10.00 per season toward the cost of custom made earplugs (e.g. Westone Musician's db Attenuator) upon presentation of original receipt.

Section 25.5 Heat Emergency. In the event that a Heat Warning is declared by the City of Chicago or the National Weather Service, adequate steps shall be taken by the Employer to minimize the danger to the Musicians. These steps shall include, but shall not be limited to:

- (A) Reduction of on stage time during rehearsals to sixty (60) minute intervals, interrupted by a thirty (30) minute break. On stage time during concerts shall be reduced to seventy (70) minute intervals, followed by a thirty (30) minute break and finishing with a twenty (20) minute segment.
- (B) Provision of water on stage.
- (C) In the event there are problems with the air conditioning in the orchestra lounge, the Executive Director or his designee will meet with the Union and/or Orchestra Committee to determine possible adjustments to the schedule for the safety and comfort of the Musicians.
- (D) Relaxation of dress code for performances.
- (E) Allow any ill Musician to be excused at any time during a service.
- (F) Twenty-five (25) working fans will be on stage at all times.

## Article 26. DOUBLING

Section 26.1 Extra Instrument. A Musician who is called upon and agrees to play an extra instrument for any program will receive in addition to his or her regular salary, fifty percent (50%) of the concert rate for each concert in which he/she plays the extra instrument. The price includes all rehearsals necessary to prepare for the concert.

Violin  
Viola  
Viola D'Amore  
Cello  
Bass  
Harp  
Piccolo (may include Flute)  
Flute  
Bass Flute (may include Flute)  
Oboe  
English Horn (may include Oboe)  
Oboe D'Amore (may include Oboe)  
E-Flat Clarinet (may include Clarinet)  
Clarinet  
Basset Horn (may include Clarinet)  
Bass Clarinet (may include Clarinet)  
Soprano Saxophone  
Alto Saxophone  
Tenor Saxophone  
C Melody Saxophone  
Baritone Saxophone  
Bass Saxophone  
Bassoon  
Contra Bassoon (may include Bassoon)  
Horn  
Wagner Tuba (may include Horn)  
Piccolo Trumpet  
Trumpet  
Bass Trumpet (may include Trumpet)  
Bass Trumpet (may include Trombone)  
Trombone  
Contra Bass Trombone (may include Trombone)  
Baritone (may include Trombone)  
Baritone (may include Tuba)  
Tuba  
Piano (may include Celeste)  
Harpsichord

Percussion  
Timpani

Section 26.2 Exceptions. Instruments not herein mentioned shall be considered separate and doubling fees shall be paid. When an Assistant Principal moves to Principal and plays a second instrument while playing Principal, the Assistant Principal will receive doubling pay. This applies even if the second instrument is listed in the contract of the Assistant Principal.

## **Article 27. REVOLVING STRING SECTION SEATING**

Section 27.1 Revolving String Section Seating. Musicians on the first stand of their respective sections and third chair first violin will remain in those positions for an entire season. All Musicians who are string players will revolve to new positions within their respective sections at the first rehearsal of each week during the season and shall remain in those new positions for all regular services that week. (This proposal does not address seating for extra concerts, when a reduced section is used, or when section absences occur.)

Section 27.2 Pattern for Revolving. The pattern for revolving is:

(A) Outside players move forward one (1) stand at a time. Crossing from outside to inside occurs at the most forward revolving positions (third stand in first violins, second stand in all other sections).

(1) At the front, 5 moves to 4 for the first violins and joins the inside revolution.

(2) For all other sections, at the front, 3 moves to 4 and joins the inside revolution.

(B) Inside players move to the rear one stand at a time. At the back, inside moves to outside to join the outside revolution.

(C) The pattern for uneven string section revolving is: At the rear of the section; the pattern for even sections is the same as above except the inside second stand will stay for two (2) weeks and the outside second stand moves to inside 3<sup>rd</sup> stand. (Currently - 15 1<sup>st</sup> violins/ 13 2<sup>nd</sup> violins/ 8 violas/ 8 cellos/ 7 double basses.)

Section 27.3 Seating Charts. Seating charts for each week of the season will be posted at the start of the season. Charts will not be altered by player request or because of absence, regardless of how extended.

Section 27.4 String Relief. All tenured string and woodwind Musicians will be provided with paid relief for one program per season, subject to the following limitations:

(A) Paid relief will not be available to Musicians who take one or more full weeks off (paid or unpaid) during the season for any reason other than illness.

(B) The program which any Musician is provided paid relief will be determined by the Orchestra Personnel Manager in the case of the strings, and by the Orchestra Personnel Manager in consultation with the section Principal in the case of the woodwinds. Musicians will be informed of their scheduled relief periods at least two (2) weeks in advance.

(C) Paid relief services will be compensated at the Weekly Salary and applicable Overscale (plus pension contribution).

(D) Musicians who receive paid relief and then utilize one week or more of Short Unpaid Leave of Absence will be required to reimburse the Employer for the full amount of Weekly Salary paid to the Musician for Relief.

## **Article 28. EMERGENCIES**

It is mutually agreed that neither party shall be held responsible for the fulfillment of any terms or provisions of this Agreement if that party shall be delayed or prevented because of war, revolution, riot, strike, fire, flood, Act of God or other disorder beyond the control of the party so effected.

## **Article 29. MISCELLANEOUS**

Section 29.1 Bulletin Board. A Union bulletin board shall be furnished in the Musicians' quarters for notices authorized by the Union or the Orchestra Members Committee.

Section 29.2 Clock. A clock set as accurately as possible shall be in full view during rehearsals of the Musicians and conductor and will be placed backstage in a visible manner during concert performances. This clock will be considered the official clock for purposes of this Agreement.

Section 29.3 Water. The Employer shall provide either bottled water or a water cooler backstage at stage level at the JPP.

Section 29.4 ICSOM Delegate Pay. One (1) ICSOM delegate shall be granted paid leave to attend the ICSOM conference if the conference occurs during the season. No travel or conference expenses shall be paid by the Employer. The Employer shall not be required to replace the ICSOM delegate in concerts occurring during the Musician's absence.

Section 29.5 Copy of Agreement. The Employer will issue an up-to-date copy of this Agreement to each Musician as soon as is reasonably possible after all approvals are completed.

Section 29.6 Recording Sessions. Musicians shall be notified of recording sessions as early as possible and in no instance less than one (1) week in advance.

Section 29.7 Director Selection. In the event that a new Executive Director is to be selected, the Orchestra Committee will participate and have input in the selection process.

Section 29.8 Advance Preparation.

(A) Except in emergency situations, no program repertoire shall be changed later than two (2) weeks before the first scheduled rehearsal for that program without the approval of the Orchestra Committee.

(B) The Employer will strive to make music available, when possible, to Musicians at least two (2) weeks prior to the first rehearsal for that concert program.

(C) Musicians may obtain available music parts prior to their general distribution, but, the Musician obtaining such music shall be responsible for any revisions, markings, or bowings.

(D) The Employer will notify each Musician of tentative repertoire by March 1<sup>st</sup> and again four (4) weeks prior to the beginning of the season.

(E) Extra musicians will be contacted and assigned parts at least two (2) weeks prior to the first rehearsal of any work, except in emergency situations.

Section 29.9 Selection of Principal Conductor. The Employer shall consider the recommendation of the Orchestra Committee prior to the selection of a Principal Conductor. The Committee's recommendation shall be based on its poll of the Musicians in the Orchestra.

Section 29.10 Medical Leave. After the completion of two (2) years with the Orchestra, a Musician may request an unpaid medical leave for the serious health condition of the Musician or the Musician's spouse, domestic partner, children or parents. It may be taken during any portion of the season. A medical certification and/or domestic partner affidavit may be required. After taking a medical leave, a Musician must complete another two (2) years with the Orchestra before being eligible to take another unpaid medical leave. Medical leaves shall have no effect on the Musician's eligibility to take a seasonal leave of absence as outlined in Article 23 or short unpaid leave of absence as outlined in Article 24 of this Agreement.

Section 29.11 Pre-Tax Program. Musicians may participate in the Employer's pre-tax program for Metra and CTA tickets.

**Article 30. SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision(s).

**Article 31. COMPLETE AGREEMENT**

This Agreement contains all the provisions agreed upon by the parties hereto and concludes negotiations on all matters for the term of this Agreement. Other than as appended to this Agreement, there are no side agreements or verbal understandings relative to this Agreement, and the present agreement between the parties is as set forth herein.

**Article 32. TERMINATION**

Section 32.1 This Agreement shall be effective the 1<sup>st</sup> day of **June, 2016** and shall remain in full force and effect until 11:59 PM on the **31st** day of **May, 2019**.

Section 32.2 In the event that the Chicago Park District eliminates its obligation to provide funding for the Grant Park Music Festival prior to the expiration of this Agreement, the Employer may serve notice to the Union to re-open this Agreement for purposes of negotiating alternative terms and conditions of employment. Notwithstanding anything to the contrary in this Agreement, including but not limited to Article 6, the Union may exercise its right to strike and the Employer may exercise its right to lockout sixty (60) days after the re-opener notice is served by the Employer.

GRANT PARK ORCHESTRAL  
ASSOCIATION

CHICAGO FEDERATION OF MUSICIANS  
LOCAL UNION NO. 10-208, affiliated with  
AMERICAN FEDERATION OF MUSICIANS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIDE LETTER  
BRASS PLAYER FATIGUE**

When the tentative schedule is formulated, principal brass players will be notified and given an opportunity to make suggestions regarding the modification of rehearsal schedules to accommodate problems of brass player fatigue. When a preliminary determination is made regarding the repertoire for the season, principal brass players will be notified and given the opportunity to comment on or suggest changes to the repertoire.

**SIDE LETTER  
MINORITY FELLOWSHIP PROGRAM  
PROJECT INCLUSION**

The Grant Park Orchestral Association retains the right to augment the Orchestra with young musicians of color through a new partnership with other performing arts organizations and universities called Project Inclusion. It will be limited to section string players who will perform up to six (6) programs. No fellow may be used as a substitute or extra player.

Fellows selected for this program will rehearse/perform with the Orchestra for a six (6) programs. Fellows will receive Grant Park Orchestra scale for each service performed during their Fellowship and any additional services related to this program performed by Grant Park Orchestra musicians will be negotiated with the Union on an ongoing basis.

## **SIDE LETTER OF AGREEMENT REGARDING PARKING**

The GPOA agrees to make parking passes available to Musicians. Parking passes are not transferrable. In 2016, parking passes will be provided free of charge.

Beginning in 2017, if the cost to GPOA per musician of providing parking passes increases from the year before, then GPOA shall be responsible for the first 2% of any such increase, and the Musician shall be responsible for the next 8% of the increase. If the cost increases by more than 10% from the year before, then upon request by either party, GPOA and the Union agree to meet and confer regarding alternative arrangements for making parking available to Musicians. In no event, however, shall any Musician be responsible for paying any portion of cost increases beyond 10% from the year before.

Substitute Musicians and Seasonal Substitute Musicians shall be provided with parking passes per current practice, but shall be responsible pro rata for any costs paid by Musicians as stated above.