

K# 840231



# KANSAS CITY SYMPHONY

## **COLLECTIVE BARGAINING AGREEMENT 2014-2015 to 2016-2017 Season**

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# **AGREEMENT**

## **1998-1999 through 2016-2017**

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This Agreement is made and entered into, effective the first day of July, 1998, and further agreed to and accepted on the ninth day of November, 1999, and further agreed to and accepted on the 25th day of November, 2003, and further agreed to and accepted on the 31<sup>st</sup> day of May, 2007, and further agreed to and accepted on the 4<sup>th</sup> day of June, 2009, and further agreed to and accepted on the 20<sup>th</sup> day of June, 2013 between the Kansas City Symphony ("Symphony") and Local 34-627 of the American Federation of Musicians ("Union").

### **I. PURPOSE**

We seek to implement important parts of our Strategic Plan. Our explicit intent is to build traditions and processes supporting cooperative governance as a defining characteristic of the Kansas City Symphony. We intend that open and direct communication continue among musicians, staff, and board members, directed always toward the well being of the Symphony and its people. The purpose of this Agreement is to implement the recommendations of the Task Force, to promote cooperation and harmony, to recognize common interests, to formulate and set forth provisions governing the relationship between the parties, and to set and establish wage scales, hours of work, and other terms and conditions of employment for all contract musicians who are employed by the Symphony to render services during the term of this Agreement.

### **II. UNION RECOGNITION**

#### **A. Local Union**

The Symphony recognizes Local 34-627 of the American Federation of Musicians, AFL-CIO as the collective bargaining representative with respect to wages and other terms and conditions of employment for the contract musicians employed by the Symphony, including any playing personnel manager or assistant. The Musicians' Association acting through its duly elected Musicians' Committee will be the primary representative of the Union. For purposes of collective bargaining, the Negotiating Committee will be the primary representative of the union.

#### **B. Musician Membership**

The Symphony agrees that it shall be a condition of employment that all musicians covered by this Agreement shall become and remain members of the Union within thirty (30) days of the execution date of this Agreement, or within thirty (30) days following the beginning of employment by the Symphony, whichever occurs later. As used herein, membership in the Union shall mean only an obligation to pay uniformly required dues and initiation fees, work dues, Musicians' Association dues and assessments, ICSOM dues, and AFM Symphony-Opera Strike Fund dues, as provided by law.

#### **C. Union Dues**

Pursuant to valid dues check-off authorization forms, the Symphony agrees to deduct regular monthly union work dues and uniform fees, AFM Symphony-Opera Strike Fund dues and ICSOM dues and to remit such monies deducted to the Union, and shall deduct and remit to the Musicians' Committee the dues and assessments of the Musicians' Association. The check-off authorizations shall be irrevocable for a period of one year, or until the termination of the then current Agreement between the Symphony and the Union, whichever occurs sooner; and the authorizations shall be automatically renewed and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable Agreement between the

Symphony and the Union, whichever is shorter, unless written notice is given by the Member to the Symphony and the Union, not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Agreement between the Symphony and the Union, whichever occurs sooner. Such remittances shall be made in a manner calculated to be received not later than the fifteenth (15th) day of the month following the month in which such monies are withheld. The Union will indemnify and hold the Symphony harmless with respect to any liability which may arise by reason of making such deductions and remitting the same to the Union in accordance with these provisions, or by reason of terminating any employee for failure to comply with the provisions of Section II.B.

### **III. MANAGEMENT**

Except to the extent expressly abridged by the provisions of this Agreement, the Symphony reserves and retains, solely and exclusively, all of its inherent rights, functions, and prerogatives of management. Without limiting the foregoing, the Symphony retains the exclusive right to manage its operation and to schedule services, and to establish and implement reasonable rules and regulations. Any changes in existing rules and regulations, or new rules and regulations, shall be provided to the Musicians' Committee a reasonable time prior to the proposed implementation and the Symphony will, upon request, bargain with the Musicians' Committee either to agreement or to impasse before implementation.

### **IV. SHARED GOVERNANCE AND COMMITTEES**

#### **A. Standing Committees**

1. There shall be at least one (1) tenured musician seated on each of the following appointed standing committees of the Board of Trustees: Finance, Planning, Education, and Marketing.  
The musicians shall be elected by the members of the orchestra. Musicians shall not be prohibited from serving on more than one (1) committee. Musicians elected shall serve for a term of two (2) years.

#### **B. Musician Board Members**

1. The chairs of the Musicians' and Artistic Leadership Committees, respectively, will each serve as one of four (4) musician Board Members. The remaining two (2) members shall be elected by the Board Nominating Committee from a group of at least two (2) but not more than four (4), tenured musician nominees who have been elected by a secret ballot of the musicians. These two Board Members will serve three-year terms except that in the 1998-99 season only, one of the Board representatives will serve a two-year (2-year) term to establish a pattern of staggered terms.
2. The subject of the participation of a musician Board Member serving on the Executive Committee of the Board shall be considered by the Board at the time of the election of the Executive Committee. Musician appointment would reflect exemplary service.
3. The musician Board Members shall have all the rights and responsibilities of other Board Members except that they may be excused from discussions pertaining to Music Director and Executive Director compensation and labor relations.

#### **C. Musicians' Advisory Panel**

In the event of a vacancy in the Executive Director position, not less than three (3) musicians, elected by the orchestra, will serve on the Search Committee. During the hiring of a General Manager and/or Personnel Manager, the Musicians' Committee will have the opportunity to serve in an advisory capacity to the Executive Director.

**D. Executive Director/Management Review**

The Musicians' Committee and the Musician Board Members shall meet with the Executive Director no later than thirty (30) days prior to the end of each season to discuss non contractual matters, express to management the opinions of the orchestra, and offer a private review of the Executive Director's performance. The purpose of these discussions is to offer a vehicle to encourage communication, share concerns, commend successes, and offer suggestions to enhance the potential success of the organization. Other areas and members of management may be addressed during this discussion. An oral report of the review shall be presented to the President of the Board of Directors by May 30th.

**E. Musician-Only Committees**

It shall be the goal of all committees to work together to promote the best interests of the musicians. In order to work as effectively and efficiently as possible, Committee Chairs shall be in regular communication regarding the agendas of their respective committees and to determine which items require working in tandem. Joint meetings of the Musicians' Committee and the Artistic Leadership Committee (with and without management) shall be held periodically throughout each season.

**1. Musicians' Committee**

**a. Selection**

The musicians of the Symphony may select a Musicians' Committee consisting of five (5) Tenured Members of the orchestra to be elected by secret ballot by members of the orchestra. Terms of members of the Musicians' Committee shall be two (2) years, and shall be staggered in such a way that no more than three (3) members are standing for election or re-election at any one time. Vacancies which occur prior to the expiration of a member's term of office shall be filled by a special election to be held as soon as possible.

**b. Duties**

In order to promote better relations within the organization, it shall be the duty of the Musicians' Committee to determine the feeling and temperament of the orchestra members in regard to general welfare and any other matters affecting the orchestra as a whole, directly or indirectly, and to hold discussions periodically with Symphony Management concerning the language in this Agreement. A representative of the Artistic Leadership Committee may attend such meeting. The Musicians' Committee shall be the official line of communication between the musicians and Symphony Management with regard to the interpretation of the terms of this Agreement. The Musicians' Committee acting together shall be the official media spokespersons to represent publicly the majority views of the musicians when necessary. The Musicians' Committee shall not address issues of any individual musician's musical performance, except as requested by the musician involved.

**c. Caucus During Service**

If the Conductor and/or Symphony Management asks that an opinion be rendered during any service in regard to interpretation or possible interpretation of this Agreement, such request shall be directed towards the members of the Musicians' Committee present and said members shall have the right to caucus for five (5) minutes before an opinion is rendered.

**d. Artistic Leadership Committee Input**

Before presenting proposed contract language to either management or the orchestra, the Musicians' Committee shall solicit the input of the Artistic Leadership Committee regarding said language.

## 2. Artistic Leadership Committee

### a. Member Election

The musicians shall elect an Artistic Leadership Committee which shall represent the concerns of the orchestra members as a whole so as to promote the highest artistic standards for the Symphony.

### b. Committee Composition

Such committee shall be composed of four (4) Tenured Members of the orchestra (two (2) string musicians and two (2) non-string musicians) whose elections for two-year terms shall be administered by the Musicians' Committee so that one (1) string musician and one (1) non-string musician will be elected each year. The members of the Artistic Leadership Committee shall elect one of their members as chairman within two weeks of their election.

### c. Meetings

The Artistic Leadership Committee shall meet periodically with the Music Director, the Executive Director, the General Manager and a representative of the Musicians' Committee to discuss, in a constructive and collaborative capacity, all artistic matters of concern to the musicians. Such concerns shall be determined through one or more surveys of the musicians each season. Any of the parties may request meetings to be held at mutually agreeable times provided that such meetings will be held at least twice each season.

### d. As Resource to Management

In recognition of the unique creative and artistic assets the musicians provide, management will seek to solicit input from the Artistic Leadership Committee in areas such as the following: season planning with regard to repertoire, guest artists and guest conductors; the creation and development of CCI projects that directly relate programmatically and conceptually to the main series concerts; festival planning; long-range artistic planning. Additionally, the Artistic Leadership Committee may serve as a creative resource to the marketing and public relations departments.

### e. Musician Job Performance Issues

The Artistic Leadership Committee shall not address issues of job performance of any individual musician.

### f. Musician Guest Conductor Evaluation

The Artistic Leadership Committee will poll the musicians using an evaluation form cast by secret ballot within one week of each guest conductor's appearance and at the end of each season for various conductors for the purpose of soliciting musicians' input on the qualifications of the conductors. The Committee shall be responsible for communicating the survey results to the President of the Board of Trustees and/or the Executive Director, as appropriate.

### g. Music Director and Conducting Staff

The Artistic Leadership Committee (ALC) will have the primary role of representing the musicians during the selection, evaluation, promotion, and renewal of the Music Director and conducting staff. The ALC will receive notice of the selection, evaluation, promotion, or renewal of any Music Director or any member of the conducting staff at least forty-five days prior to a final decision. The ALC's input into such decisions is advisory only, and will be provided in writing by the Chair of the ALC to the Executive Director. Said written comments shall remain confidential and shall not be provided to the Music Director or conducting staff member under consideration.

### 3. Negotiating Committee

#### a. Member Election

For purposes of collective bargaining, the musicians shall elect a Negotiating Committee to serve as the primary representative of the union.

#### b. Member Composition

Such committee shall be comprised of five tenured musicians, with up to three musicians to be elected by secret ballot of the full orchestra and the remaining members to be selected from and by those musicians already serving on the Musicians' Committee.

#### c. Committee Formation

Such committee shall be formed at the beginning of the season in which the negotiating of the re-opener occurs.

### F. Music Director Search Committee

During a search for a Music Director, the Symphony agrees to include musicians, elected by the orchestra, on the Music Director Search Committee. Musicians will comprise at least one-third (1/3rd) of the Music Director Search Committee. Musicians serving on the Search Committee will:

1. determine the tenor of the orchestra by conducting anonymous surveys which include probing questions to determine the qualifications of each candidate;
2. be responsible for conveying the results of these surveys to the remaining members of the Music Director Search Committee;
3. attend all meetings of this Committee, including those which offer an opportunity to interview the candidates;
4. be responsible for arranging opportunities for the orchestra to meet candidates outside of the managerial context. The Symphony agrees to facilitate such meetings.

### G. Retirement Committee

The Parties agree that the following ten (10) individuals shall constitute the "Retirement Committee": five (5) Musicians elected by the Kansas City Symphony Musicians' Association, three (3) Staff Employees appointed by the Symphony's Executive Director, and two (2) members of the Symphony's Board of Directors appointed by the Chairman of the Board of Directors. The five (5) Musicians shall serve two (2) year terms with no term limit. Any member of the Retirement Committee may be removed by the same group or individual by whom he or she was either elected or appointed. The Retirement Committee shall be the "Administrator" of the Plan (as defined in Section 3(16)(A) of ERISA) and shall be responsible for the performance of all reporting and disclosure obligations under ERISA and all other obligations required or permitted to be performed by a plan administrator under ERISA.

#### 1. Indemnification

The Board of Directors of the Employer, each member of the Board, each member of the Retirement Committee, and any other Employee involved in the administration of the Plan shall be free from all liability, joint and several, for their acts, omissions and conduct, and for the acts, omissions and conduct of their duly constituted agents, in the administration of the Plan, and in particular shall not be liable in any manner for the accuracy of any information relative to any Participant furnished to the Administrator or for any default in remittances payable by the Employer, except as otherwise provided in ERISA. The Employer shall indemnify and save harmless the above-named persons, except to the extent that such indemnification is prohibited by ERISA.

#### 2. Actions of the Committee

Any act that this Plan authorizes or requires the Retirement Committee to do may be done by a majority of the members thereof. The action of such majority of the Committee, expressed

by a vote at a meeting or in writing without a meeting; shall constitute the action of the Committee. It shall have the same effect for all purposes as if assented to by all of the Committee members at the time in office. The Committee shall select from among its members both a Chairman and a Secretary, and may authorize one or more of its members to sign on its behalf any instructions, instruments, or other documents. No member of the Retirement Committee who is a Participant or Beneficiary under the Plan shall be entitled to vote on any matter pertaining solely to himself or herself.

### 3. Records

All acts and determinations of the Retirement Committee shall be duly recorded by the Secretary thereof, or under his or her supervision, and all such records, together with such other documents as may be necessary for the administration of this Plan, shall be preserved in the custody of such Secretary.

## V. DEFINITION OF TERMS

Artistic Leadership Committee: As defined in Section IV.F.

Back-to-Back: Two (2) educational concerts performed to different audiences within a service time span, such as school concerts. See Section X.G.2.

Day: The twenty-four (24) hour period beginning at 1:00 a.m., ending the following day at 1:00 a.m.

Doubling: A musician's performance on more than one instrument at any service whether or not designated in a musician's individual contract. See Section IX.F.

EMG: Electronic Media Guarantee as defined in Section XII.

Free Day: Day in which no service or travel may take place.

Gender: All references to the male gender throughout this Agreement shall apply to either male or female gender.

Members' Review Committee: As defined in Section XVII.F.

Metro Concert: A performance in the outlying community at a location within a twenty-five (25) mile radius of the Symphony Office.

Musician/Member: Orchestra Musician, Librarian, Assistant Librarian, Playing Personnel Manager, Playing Assistant Personnel Manager.

Musicians' Committee: As defined in Section IV.E.

Non-probationary (non-tenure track) Musician: A musician with a one-year contract with the Symphony

Observance Day: A day partially free of service for observance of a holiday without additional compensation or service credit. See Section VIII.B.

Open Day: A calendar day on which services may become scheduled.

Open Rehearsal: Preparation of material before an audience.

Outreach Concert: Metro, Family, Casual or other non-traditional performances (as opposed to classical, pops or school series concerts).

Overscale: The amount or percentage of salary which a player receives above the applicable Symphony scale.

Overtime: Services performed in excess of the maximum allowance for length of service. See Section IX.L. Applause and bows do not constitute overtime.

Per Diem: Allowance for meals and lodging when required by this Agreement. See Section XI.G.

Performance: Presentation before an audience of a Concert, Ballet, Opera, or special event.

Personal Leave: See Section XIV.E

Probationary Member: A tenure track musician serving in his first or second year of employment. See Section XVII.B.

Rehearsal: Preparation of material for Concert, Ballet, Opera, Broadcast, Recording, or special event.

Runout: A service performed more than a twenty-five (25) mile radius from the Symphony office, where the

musicians are provided transportation and meals, when required by this Agreement, and returned to Kansas City immediately following same. See Section XI.

Schedule: Publicizing of schedule of services. See Section X.A.

Season: Number of calendar weeks, Monday through Sunday, covered from the first to last days of the musicians' contracts.

Service: Any performance, rehearsal, open rehearsal, electronic media session, photography session, and/or those activities covered under CCI (Section IX.K.). Actual service length of performances shall be calculated from the scheduled call time to the last note played. Tuning will not take place prior to the call time of any service or prior to the official end of any intermission.

Subscription Concerts: Concerts which are part of a series to which season tickets are sold.

Symphony: Kansas City Symphony.

Taping/Recording Session: Performance of material for the purpose of electronic reproduction. See Section XII.

Tenured Member: A musician who has completed the probationary period. See Section XVII.C.

Tour: One or more services performed outside the metropolitan area where this Agreement requires meals and overnight lodging. See Section XI.

Vacation Day: A free day with full compensation in which no services can be scheduled, including auditions. See Section VIII.C.

Work Week: The work week is the consecutive seven (7) day period beginning on Monday and ending on Sunday. In any season in which there is no Memorial Day concert, if that is the last week of the season, the Work Week and the Season shall end on the Saturday prior to the Memorial Day holiday. See X.B for further clarification.

## **VI. MINIMUM ORCHESTRA COMPLEMENT**

The Symphony agrees to engage a minimum of eighty (80) musicians as listed herein including at least one musician doubling on the instruments listed in parentheses, except as provided below:

14 First Violins	3 Bassoons (Contrabassoon)
12 Second Violins	5 Horns
9 Violas	3 Trumpets
9 Cellos	3 Trombones
6 Basses	1 Tuba
3 Flutes (Piccolo)	1 Timpani
3 Oboes (English Horn)	2 Percussion
3 Clarinets (Bass Clarinet, E-flat clarinet)	1 Harp
2 Librarians	

### **A. Titled Players**

It is further agreed that, of these positions, the Symphony will maintain not less than seventeen (17) principal positions as listed in Section IX.E.2 -Title Pay. There also will be not less than a total of thirteen (13) Associate positions and four (4) Assistant positions in these sections: first and second violin, viola, cello, bass, flute, oboe, clarinet, bassoon, horn, trumpet, trombone, percussion, or such other sections as may be mutually agreed.

### **B. Librarians**

One librarian position shall be a Principal position. The other librarian position shall be a full-time section position. All provisions of this Agreement shall apply to librarians except as otherwise expressly

stated in this Agreement and as set forth below:

### 1. Daily schedule

Whereas the library is open during standard business hours during the Monday through Friday work week and is available to musicians during such times, and whereas all music preparation is done in a timely manner as specified in Section XXII.B, the librarians shall be afforded flexibility and discretion to schedule their individual and collective working time.

### 2. Librarian Relief

Understanding the need for one (1) librarian to always be available and to ensure proper preparation of parts, the following provisions shall apply:

- a. Each librarian shall be granted seven (7) days of relief. Such relief may be taken in two (2) or three (3)-day blocks, or may be taken as seven (7) consecutive days. The scheduling of such relief time shall be at the discretion of the librarians subject to the approval of the Personnel Manager. Only one librarian may take relief at a time unless otherwise agreed to by the Personnel Manager. Librarians must submit their relief request(s) to the Personnel Manager no later than 14 days prior to the requested relief.
- b. By September 1 of the each season, the Librarians and Management shall mutually determine and agree to establish which weeks in the season are to be considered peak times. Examples of peak times shall include, but are not limited to, two (2) weeks before Christmas, one (1) week before Flint Hills, and/or two (2) weeks prior to the start of the season. Once agreed upon, no relief shall be approved during peak times.

### 3. Librarian Vacation

In addition to the guaranteed holidays listed in Section VIII.A, each librarian shall receive nineteen (19) days of paid vacation, to be allotted as follows:

- a. In each season the Symphony shall schedule one week of vacation (seven (7) consecutive days) excluding, but adjacent to, the Christmas Day holiday and excluding the New Year's holiday.
- b. In each season three (3) consecutive days of vacation shall be chosen by each librarian to be taken during the March/April (spring) vacation as specified in Section VIII.C.
- c. In each season, if the Symphony is not engaged in Symphony presented performances during the two (2) days preceding the Christmas Day holiday or the Christmas Holiday Vacation, the librarians may take these two (2) days as vacation. In the event that Symphony presented performances are scheduled during the two (2) days prior to Christmas Day or the musicians' designated Christmas Holiday Vacation, one of the librarians may utilize these days and, with respect to the other librarian, these two (2) days shall be converted to individually scheduled vacation days (as described below) which shall be available to each librarian at his discretion during the remainder of the season. If the days preceding the Christmas Day or the designated Christmas Holiday Vacation occur on a Saturday and Sunday, or any portion thereof, during non-Symphony presented performances, then the two (2) vacation days shall begin on the previous standard work week days accordingly.
- d. In each season the remaining seven (7) vacation days shall be designated as individual vacation days for each librarian. Such days are not required to be published in the Master Schedule. Each librarian may determine when to use his individual vacation days, subject to approval by the Personnel Manager. Unless otherwise mutually agreed upon with the Personnel Manager, individual vacation days shall be designated at least seven (7) days in advance and need not be consecutive. Both librarians may not use individual vacation days on the same day unless otherwise mutually agreed upon with the Personnel Manager.

4. Sick days/Personal days

During performances in which librarians share duties, during Saturdays and Sundays when the librarians would otherwise not be scheduled to work, and on days when the Symphony offices are closed, librarians shall not be charged a sick day should an absence be the result of illness or injury. A librarian requesting a personal day on a day other than a Saturday or a Sunday will be charged a personal day unless Symphony offices are closed on that day.

5. Professional conference

The librarians may attend the annual MOLA conference without loss of pay and without use of personal or vacation days.

6. Parking

The Symphony shall provide free parking for the librarians.

**C. Minimum Complement**

In all non-split orchestra services, no unit consisting of fewer than seventy-five percent (75%) contracted Symphony Musicians may be presented as "The Kansas City Symphony." Outside players hired as substitutes for Symphony musicians on leave and extra players on instruments not within the Symphony's normal complement (i.e. piano, guitar, etc.) will not count towards this number.

**VII. LENGTH OF SEASON**

The Kansas City Symphony's season in 1998-99 and thereafter shall include a minimum of forty-two (42) consecutive weeks, plus up to two additional (2) services, compensated at Symphony scale, for the purpose of performing a Memorial Day weekend concert if such dates are outside the consecutive forty-two week (42 week) period. All other terms of this Agreement shall apply to such additional services. The season is defined as the number of calendar weeks, Monday through Sunday, covered from the first to last days of the musicians' contracts. The work week is the consecutive seven (7) day period beginning on Monday and ending on Sunday. In any season in which there is no service on the last Sunday of the season, the work week and the season shall end on the Saturday of the last work week.

**VIII. HOLIDAYS AND VACATIONS**

**A. Holidays**

Each musician shall be entitled to the following holidays paid at the individual musicians' contracted scale:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Easter Sunday

**B. Observance Days**

Symphony Management will make every effort to see that no service is scheduled on Yom Kippur, Rosh Hashanah and Passover from sunset to sunset, or on Christmas Eve after 6:00 p.m. On religious holidays musicians may request to use Personal Leave if the Symphony is unable to avoid scheduling services on the above-listed or other religious holidays, as outlined in Section XIV.E.

**C. Vacations**

**1. Paid Vacation Days**

In addition to the guaranteed holidays listed in VIII.A above, each musician shall receive nineteen (19) days of paid vacation, beginning in 2002-2003 and each season thereafter. The parties agree to discuss additional vacation days through the evergreen process.

**a. Christmas Holiday Vacation**

In each season, the Symphony will schedule one week of vacation (seven (7) consecutive days) excluding, but adjacent to, the Christmas Day holiday and excluding the New Year's holiday.

**b. 99-00 And Succeeding Seasons March/April Vacation**

Commencing in the 1999-2000 season and thereafter, the second (spring) vacation block shall contain at least five (5) consecutive days in March or April. The Symphony will make its best effort to schedule seven (7) consecutive vacation days in March or April.

**c. Remaining Vacation Days**

If the second (spring) vacation is less than seven (7) consecutive days in March or April, the remaining vacation days will be scheduled in one block of consecutive days. In no case will vacation days be scheduled prior to the first day of October.

**d. 2002-2003 Season and Thereafter**

Commencing in the 2002-2003 season and thereafter, vacation days in addition to those referenced in VIII. C.1.a. and c. will be scheduled in blocks of at least five (5) consecutive days.

**IX. COMPENSATION**

**A. Full-Time Status**

All Symphony musicians shall be full-time employees.

**B. Services per week**

Salary shall be based on an average work week of eight (8) services.

**C. Minimum scale**

Minimum Scale for the 2014-15 season is:

The minimum weekly scale shall be \$1,190.08 per week, plus \$33 EMG per week.

The total annual minimum salary shall be \$49,983.36

The total annual minimum salary with EMG shall be \$51,369.36

Minimum Scale for the 2015-16 season will be as follows:

The minimum weekly scale shall be \$1,222.80 per week, plus \$33 EMG per week.

The total annual minimum salary shall be \$51,357.60

The total annual minimum salary with EMG shall be \$52,743.60

Minimum Scale for the 2016-17 season will be as follows:

The minimum weekly scale shall be \$1259.49 per week, plus \$33 EMG per week.

The total annual minimum salary shall be \$52,898.58

The total annual minimum salary with EMG shall be \$54,284.58

CCI participants may earn additional income as set forth in Section IX.K.

The Symphony will offer each contracted musician the option to elect annually to have his annual salary paid over

the season (42 weeks) or over the calendar year (52 weeks). Any increase in compensation for musicians who elect to be paid over 52 weeks shall be implemented on August 1 of that calendar year. Any increase in compensation for musicians who elect to be paid over the 42 week season shall be implemented on the first pay period following the first service in that year.

**D. Extra Services**

First consideration for extra services will be given to Symphony musicians. Such musicians are under no obligation to accept such extra employment. In instances where the Symphony Management is unable to reach such musicians in a timely fashion it shall have the prerogative to engage other musicians. In any season, a musician shall receive extra compensation at his contracted scale for performing more services than the total number available under the terms of that musician's individual contract, as shown in Section IX.A. and B.

**E. Title Pay for Principals, Associate Principals and Assistant Principals**

1. **Overscale Negotiation**

Overscale compensation may be individually negotiated for any position.

2. **Principal Positions**

The following Principal positions shall receive a minimum of 25% overscale:

Concertmaster, Principal Bass, Principal Bassoon, Principal Tuba  
Principal Violin II, Principal Flute, Principal Trombone, Principal Harp  
Principal Viola, Principal Oboe, Principal Trumpet, Principal Timpani  
Principal Cello, Principal Clarinet, Principal Horn, Principal Percussion  
Principal Librarian

3. **Associate Principal Positions**

Associate Principal positions shall receive a minimum of 16% overscale.

4. **Assistant Principal Positions**

Assistant Principal positions shall receive a minimum of 12% overscale.

5. **Loss of Title Pay**

No musician will suffer a loss in the percentage of Title Pay currently received.

6. **Step-up Pay**

When a non-titled musician performs in a Principal position, such musician shall receive the applicable contractual overscale of the per service minimum scale. When a non-titled string musician performs in an Associate Principal position (second chair) such musician shall receive the applicable contractual overscale of the per-service minimum scale. In no instance shall a non-titled musician be required to perform in the Associate Principal or Principal positions.

7. **Long Term Step-Up-Pay**

In the event that a contacted musician has agreed to step-up to Principal or Associate Principal Positions for a period of two consecutive weeks or more, the Symphony shall compensate that musician at the applicable contractual over-scale rate.

**F. Seniority**

Beginning in a member's fifth (5<sup>th</sup>) through ninth (9<sup>th</sup>) year of employment, such member shall receive a weekly seniority addition of 0.75% annual salary in FY15 & FY16, increasing to 1% in FY17.

Beginning in a member's tenth (10<sup>th</sup>) through fourteenth (14<sup>th</sup>) year of employment, such member shall receive a weekly seniority addition of 1.25% annual salary in FY15 & FY16, increasing to 1.5% in FY17.

Beginning in a member's fifteenth (15<sup>th</sup>) through nineteenth (19<sup>th</sup>) year of employment, such member shall receive a weekly seniority addition of 1.5% annual salary in FY15 & FY16, increasing to 2% in

FY17.

Beginning in a member's twentieth (20<sup>th</sup>) through twenty-fourth (24<sup>th</sup>) year of employment, such member shall receive a weekly seniority addition of 1.75% annual salary in FY15 & FY16, increasing to 2.5% in FY17.

Beginning in a member's twenty-fifth (25<sup>th</sup>) year of employment and beyond, such member shall receive a weekly seniority addition of 2% annual salary in FY15 & FY16, increasing to 3% in FY17.

Each member shall receive credit for any year employed by the Kansas City Philharmonic for purposes of determining seniority.

**G. Doubling**

**1. Contracted Doubling**

Any musician whose individual contract specifies more than one instrument shall be paid no less than eight percent (8%) over base scale.

**2. Per Service Doubling**

a. Any musician required to play on an instrument not designated within his individual contract shall receive an additional twenty percent (20%) per service of the individual's regular salary for each service at which doubling occurs. In the event that works which involve doubling are listed in the posted rehearsal order of a given service but are not actually rehearsed, doubling compensation shall still be paid. Each additional double shall be compensated at an additional ten percent (10%) per service of the individual's contracted salary.

b. Playing any two (2) of the following separate instruments will constitute doubling:

violin	Passages on other trumpets
viola	(including but not limited to
cello	bass trumpet, piccolo trumpet,
contrabass	rotary trumpet, cornet,
viola d'amore	flügelhorn, posthorn) at the
mandolin	request of the Music Director
harp	or as required in the part
flute	trombone
piccolo	bass trombone
alto flute	baritone
bass flute	tuba
oboe	keyboard (including piano,
English horn	celeste, electronic)
oboe d'amore	harpsichord
bass oboe	organ
clarinet (A and B-flat)	timpani
piccolo clarinet	full set of dance drums
bass clarinet	percussion
Basset horn	alto sax
bassoon	tenor sax
contrabassoon	baritone sax
horn	bass sax
Wagner tuba	electric bass
trumpet (B flat and C)	

- c. Instruments not herein mentioned shall be considered separate, and doubling fees shall be paid, except there shall be no doubling paid for unusual techniques such as shouting, blowing air through instruments, playing toy instruments, etc., unless such techniques require concentrated practice. Representatives of Management, the Musicians' Committee, and the Artistic Leadership Committee will meet to resolve any disputes concerning the issue of concentrated practice for these unusual techniques.
- d. Doubling shall not be paid when a musician, at his own discretion, chooses to double on a part not specifically designated as doubling (either by the Music Director or as listed on the part), for purposes of expediency.

**H. Substitute and Extra Musicians**

**1. Substitute Player List**

Section principals shall maintain a current list of qualified substitute and extra musicians. Auditions for substitute and extra musicians may be held annually at the Principal's discretion. At the beginning of each season, the Principal of each section will be requested to and will compile and forward to the Personnel Manager a list of musicians, in order of preference, to be engaged on an extra or substitute basis for that section. The Symphony will make its best efforts to engage substitutes in the preference order listed by Principals provided that the Conductor is in agreement, subject to such substitute musicians' availability. Final decisions regarding the engagement of substitute or extra musicians are the Symphony's. Any application by a musician for inclusion on the Symphony Sub List shall be referred to the appropriate Principal.

**2. Violin I Substitute Player List**

Subject to approval from the Principal of the second violin section, second violinists who wish to perform as substitutes or extras in the first violin section shall be given first right of refusal whenever there is a vacancy for any reason. A maximum of one second-violinist per program may serve as a substitute at any time. Once assigned, a second violinist serving as a substitute in the first violin section shall not be requested or required to perform in the second violin section for such program. Second violinists shall not be designated as "on call" during the program in which they are playing in the first violin section. Extras or subs will be hired to fill the resulting temporary opening(s) in the second violin section, as needed.

**I. Relief**

In each season, each musician shall receive a "relief week" in addition to his/her vacation days. Principal Musicians in one person sections and Second Wind/Brass/Percussion Musicians will be granted one (1) additional relief week per season. Musicians shall receive notice of designation of their relief week at least ninety (90) days prior to their assigned relief week

A relief week shall consist of seven (7) consecutive days, beginning on Monday in which the player is excused from all services. Symphony Musicians will be paid at their contracted per service rates including overscale for all relief weeks. The musician will not be "on call" for any services in the relief week. The list of available relief weeks will be created generally according to repertoire including normal reductions and rotations during ballet and opera pit services as well as reduced instrumentation for pops, chamber and education performances. The other members of each section agree to make themselves available to play in order to permit such relief. Except in instances of reduced instrumentation or rotation, relief weeks will not be granted during Classical Series subscription weeks and/or any other performance conducted by the Music Director. The foregoing is subject to the following conditions – Management may limit relief to one (1) musician per wind,

brass, or percussion section and two (2) musicians per string section in any given week.

Notwithstanding the foregoing, a musician eligible for relief may elect to receive such relief over non-consecutive days with the approval of the Personnel Manager. For example, musicians may choose to apportion each relief week in not more than two non-consecutive segments with the approval of the Personnel Manager.

The Personnel Manager shall solicit musician preferences for weeks that are available for relief in the coming season by July 1 of the then current season and shall honor such preferences where practicable. Unless otherwise requested by the musician, designation of relief weeks shall not include the following: weeks prior to October 1st, the last three (3) weeks of the season, or weeks immediately following vacation weeks. Best efforts will be made not to schedule the same musician to assigned relief adjacent to the start of a vacation in two (2) consecutive seasons absent the musician's request.

In the event an unscheduled absence occurs in a non one-member section within twenty-eight (28) days due to illness or other circumstance, the Symphony shall first ask all other section titled and non-titled musicians not assigned to such service including those on relief, to fill in or "sub" before engaging an extra musician. Service opportunities to "sub" under this section shall be afforded to all non one-member section Symphony Musicians in an equitable manner depending on the section involved and Symphony musicians will be additionally paid at their contracted per service rates including overscale. It is understood that musicians who are "on call" will not be additionally paid for services performed while "on call."

#### **J. Solo and Ensemble Appearance**

No musician shall be required to appear as soloist.

##### **1. Soloist Fees**

When a musician is asked by the Symphony Management to appear in front of the orchestra as a soloist, additional compensation shall be no less than \$300 per performance. All soloist fees may be negotiated above this minimum.

##### **2. Small Ensembles**

For small ensembles of up to eight (8) musicians on Symphony concerts, additional compensation for each musician shall be at least \$100 per performance. All small ensemble fees may be negotiated above this minimum.

##### **3. Back-to Back Performances**

Solo or ensemble performances at Back-to-Back educational performances will be considered as one performance per service call.

#### **K. Split Orchestra**

Symphony musicians may be split into groups performing independently of each other in rehearsal and concert services, such as opera, ballet, or chamber orchestra under the following conditions:

##### **1. Minimum Group Size**

No such group shall consist of less than twenty (20) musicians in addition to the conductor.

##### **2. Member Rotation**

The membership of each such group shall be established on a rotational basis. No musician will be permanently assigned to any one such group and every musician, to the extent practical, will have a fair and equitable opportunity to perform in each type of group subject to the instrumentation required by each of the groups.

### 3. Principal Parts

First consideration will be given to assigning Kansas City Symphony titled musicians to Principal parts prior to engaging anyone else to play a Principal part. Second consideration will be given to assigning any remaining Kansas City Symphony musicians to Principal parts prior to engaging an extra musician to play a Principal part.

### 4. Minimum Number of Contracted Symphony Musicians

No unit consisting of fewer than seventy percent (70%) contracted Symphony Musicians may be presented as "The Kansas City Symphony" when the Symphony is the presenter. Outside players hired as substitutes for Symphony musicians on leave and extra players on instruments not within the Symphony's normal complement (i.e. piano, guitar, etc.) will not count towards this number.

### 5. Split Orchestra

In any split orchestra, non-fee performance in Helzberg Hall that involves major repertoire which uses 10 or more brass players, the minimum string sections will be no smaller than the following number of string players: 12.10.8.6.3

## L. Community Connections Initiative

In accordance with the Kansas City Symphony's Mission to "advance and advocate the art of classical music for the enrichment of our community," the Community Connections Initiative (CCI) shall be established to provide an increased variety of primarily educational and outreach services (as well as promotional services) to the Greater Kansas City metropolitan area community in a manner which allows musicians of the Kansas City Symphony increased creative freedom and artistic input into their work.

### 1. Musician's Choice

No musician shall be required by the Symphony to participate in this program or to perform any particular activity there under; however, musicians are encouraged to participate in the program.

### 2. Types of Activities

All proposed activities shall be planned in the spirit of community service and in accord with the Mission Statement of the Symphony.

#### a. Musician Proposals

Participating musicians may propose any such activity for approval. Preferably, these activities shall be musical, although related non-musical activities may be considered.

#### b. Symphony Commitment

The Symphony shall be committed to plan, develop, and facilitate a substantial and increasing number of projects under this program to assist musicians in achieving their goals.

#### c. Runout Outreach Activities

Educational and Outreach activities may also be organized if time permits when the Symphony is on tour or runout.

### 3. Number of Services

Each musician may earn CCI service credit for up to sixteen (16) services per season. The Symphony is not contractually compelled to offer each musician more than eight (8) services per season.

### 4. Compensation

a. Each group of eight (8) CCI services performed in one season will entitle a contracted musician to one additional week of compensation at his individual contracted scale, excluding EMG. Fewer than eight (8) CCI services may be pro-rated for a partial week of compensation.

#### b. Activity Requirements

1. CCI activities are to be performed free of any suggested donation and/or paid admission to the general public or intended audience unless there is verified

written confirmation provided to the CCI Committee at the time the proposal is submitted showing that one-hundred percent (100%) of the monies collected are to directly benefit recognized non-profit organizations in the greater Kansas City metropolitan area.

2. Activities, to qualify, must be performed by Musicians without outside reimbursement, except that an activity that qualifies in all other respects will receive service credit if the Musician donates his outside fee as a contribution to the Kansas City Symphony. Any proposed CCI activity in which a Musician is receiving an outside fee must clearly state the total outside fee to be donated back to the Symphony and the organization from which the fee is being paid at the time the proposal is submitted. Failure to provide this information shall result in the proposal being denied.

#### 5. CCI Committee

The CCI Committee shall be composed of two (2) administrative staff members as determined by the Executive Director, one (1) member of the Artistic Leadership Committee, and one (1) member of the Musicians' Committee. The musicians shall receive two (2) CCI service credits per season for their work on this committee. These two (2) credits are included in their allotment as a musician. The Chair of the CCI Committee, appointed by the Executive Director, must be a member of the administrative staff. It will be the responsibility of the Committee Chair to discuss and review with the entire CCI Committee all submitted proposals and grant approval for all projects that meet the CCI policy guidelines. Approval of such projects shall not be unreasonably withheld. The CCI Committee shall meet as required and shall seek to reach decision by consensus and to resolve any disputes arising over the terms of this section of the program. The decisions of the Committee shall be final.

#### 6. Procedure

##### a. Activity Proposal Submission

All proposed activities shall be submitted to the Chair of the CCI committee at least two (2) weeks in advance of activity per the guidelines for this program as formulated by the CCI Committee.

##### b. CCI Committee Review

All proposed activities, whether planned by individual musicians or by the Symphony, shall be reviewed by the CCI Committee.

##### c. Project Posting

Approved CCI projects which are planned by the Symphony or submitted by an outside organization (non-musician initiated projects) shall be posted both on the bulletin board and online so that all interested Musicians may apply for these services.

All approved non-musician initiated proposals involving only one (1) Musician may be granted to any interested Musician on a first-come, first-served basis. All approved non-musician initiated proposals involving two (2) or more Musicians shall be posted for at least forty-eight (48) hours before being granted to a particular group. The CCI Committee will indicate on the posted proposal when the forty-eight (48) hour time period from posting ends. If more than one group of Musicians is interested in the same project, the CCI Committee Chair shall determine by lottery which group will be granted the project. Other members of the CCI Committee need not be present for the lottery drawing. After forty-eight (48) hours, if no Musician has expressed interest in such project, it will be granted on a first-come, first-served basis.

In all cases, any Musician(s) interested in taking on a project with two (2) or more Musicians must submit a complete and confirmed list of participating Musicians to the

CCI Committee before such project will be granted.

**d. Record-keeping**

The Program Administrator will keep all records of this program.

**e. Publicity**

The Symphony public relations staff shall be available to assist in the publicity for all public CCI performances.

**f. Happy Hour Chamber Concert Series**

Any Musician interested in performing on the Happy Hour Chamber Concert Series shall submit a list of complete works to be performed along with complete and confirmed personnel to the CCI Committee by May 15th of the current season for performances in the following season. The Artistic Leadership Committee (ALC), in coordination with the CCI Committee, shall review all submitted program proposals and shall create the final programs for the following season. All Musicians performing on the Happy Hour Chamber Concert Series shall be notified of their performance dates in the following season by the chair of the CCI Committee by June 15 of the current season.

When scheduling the Happy Hour Chamber Concert Series in the Master Schedule, Management shall simultaneously schedule a dress rehearsal on stage in Helzberg Hall for each performance within one (1) week, but not on the same day, of the performance. Best efforts shall be made to schedule at least one (1) additional rehearsal for each performance on stage in Helzberg Hall.

**g. Exit Reports/Payment**

Upon completion of an approved CCI project, a member of the group shall complete and submit an Exit Report to the Chair of the CCI Committee. In accordance with the Symphony's normal payroll schedule, payment for recently completed CCI activities will be made to musicians on the first payroll of the month after an Exit Report has been completed by a member of the group and submitted to the Program Administrator. Exit Reports for activities which are received after the 24<sup>th</sup> day of the month may not be paid on the next payroll, but will be processed on the first payroll of the second month following submission of the Exit Report. All credits awarded to any participating musician on an activity shall be paid on the same payroll.

**7. Scheduling**

**a. Independent of Regular Season**

The services governed by the CCI are independent of the forty-two (42) contiguous weeks of the regular season.

**b. Approval**

All approved CCI projects shall be scheduled by mutual consent of the Musician(s) and the Symphony administration.

**c. Outside of Regular Season**

Individual activities may take place outside of the regular forty-two (42) weeks of the Symphony season with prior approval of the CCI Committee with service credit given for the following season.

**8. Service Credit**

All CCI activities shall earn at least one (1) credit or more based on the profile level of the project. The following guidelines list some of the activities and their profile levels that may earn different amounts of CCI credit for the guidance of participating musicians and the CCI Committee. Musicians are encouraged to select repertoire and programs which are appropriate for the profile level of their project. The service credit to be awarded for any activity will be negotiated between

the participating musician(s) and the CCI Committee and will be in line with the following guidelines:

a. **LOW PROFILE – 1+ credits**

In general: A short talk, performance and/or instrument demonstration of a casual in nature given to a small audience. These can be both solo and group projects.

Some examples:

- Talk/Play for elementary schools
- Talk/Play for a group of volunteers or other luncheon/meeting
- Sectionals in schools or Youth Symphony up through High School level
- Short visit to hospitals, senior centers, churches
- KCS Auxiliary event or performance
- Short chamber music concerts – Under 30 minutes
- Short recitals – Under 30 minutes

b. **MIDDLE PROFILE – 2+ credits**

In general: a short concert given to a select audience in small venues, public speaking, judging. These can be both solo and group projects.

Some examples:

- Chamber Music Concert – over 30 minutes
- Recital – over 30 minutes
- KCS development fundraisers/donor events
- College-level Sectionals/Coaching
- Public Master Class
- Half day of competition listening/judging
- Composition workshop - one read through
- Compositions written as community service
- Host or emcee a concert (example, Happy Hour Chamber Concert)
- Special concerts for VIP patrons

c. **HIGH PROFILE – 3+ credits**

In general: a full-length formal concert for a large audience - public or private.

Some examples:

- Happy Hour Chamber Concert Series performance
- Full-length solo recitals - multiple complete works - about 1 hour
- Full-length chamber recitals – about 1 hour
- Solos with other orchestras.
- Composition workshop – which include open rehearsals and/or performances

d. **Happy Hour Chamber Concert Series**

All Musicians performing on a Happy Hour Chamber Concert shall receive a minimum of three (3) credits. Any musician performing on an entire program shall receive four (4) credits. One of the Symphony's Music Librarians involved in preparing music for the entire Happy Hour Chamber Concert Series season shall be awarded at least one (1) credit.

e. **Proposals with Multiple, Back to Back and/or Repeat Performances**

Proposals that involve multiple, back to back; and/or repeat performances shall be awarded credits on a case-by-case basis determined by the CCI Committee, based on length, profile, and total performance time commitment. In all cases the total number of credits awarded must be a whole number.

**9. CCI Credit Pool**

On February 1 of each season, Musicians shall receive a CCI Credit Pool form from the Personnel Manager requiring Musicians to indicate their intentions regarding use of their remaining available credits as specified by the CBA. This form will clearly show each Musician how many credits they have already used in a given season, how many are designated for use as a result of approved but not yet completed proposals, and how many are remaining. It is the musicians' responsibility to indicate how many of their remaining available credits they intend to use by the end of the current season. This form is to be returned on or before March 1.

If a musician fails to return the form by the March 1 deadline, the individual musician's remaining CCI credits will be released into a credit pool. Once credits have entered the credit pool they become available to the orchestra at-large and may not be returned to the individual musician.

Within seven (7) days of the March 1 deadline, the Personnel Manager shall notify all musicians of the number of available CCI credits in the credit pool. Any proposals received by the CCI committee involving musicians who have used all of their credits and are seeking additional credits through the credit pool prior to March 1 shall be returned without comment or discussion. Each musician shall have an equal opportunity to be approved for one (1) additional activity based on availability of credits in the pool. Once a musician has had such a proposal approved, they may only be approved for additional credits from the pool at a maximum of one activity per week, until they've reached the maximum number of credits as stated below, and only after all other currently submitted proposals for a first additional activity have been processed by the CCI Committee.

On May 1 of each season, all credits from all Musicians which have not been utilized, proposed, or submitted go into the credit pool and are awarded through submitted proposals on a first-come, first-served basis. Any credits for proposals that have already been submitted or approved prior to May 1 but are not yet completed are exempt from this provision. In all cases, no proposals for additional credits, beyond those mentioned above may be requested before May 1 or they shall be returned without comment or discussion.

In order to stay within the overall amount budgeted for CCI, credits donated to the pool will carry a monetary value from the donating player based on the individual service rate of the donating player, instead of a number of credits. Musicians will continue to be paid at their individual service rate when using services from the pool. In all cases, no musician may earn more than eight (8) additional credits from the pool. It is further understood that should any March 1 or May 1 required deadlines fall on a Saturday or Sunday, all parties agree that the affected deadline shall be moved to Monday of the following week.

**M. Overtime**

**1. Two and One-Half Hour Service**

Overtime at a rehearsal or performance scheduled to conclude within two and one-half (2 1/2) hours shall be paid for each fifteen-minute (15-minute) increment or fraction thereof at one and one-half (1 1/2) times each musician's individually contracted scale.

## 2. Three-Hour Service

Overtime at a rehearsal or performance scheduled to conclude within three hours shall be paid for each fifteen- (15) minute increment or fraction thereof at double (2) time each musician's individually contracted scale.

## 3. Maximum Segments and Exceptions

There will be no more than two consecutive overtime segments with the following exceptions:

### a. Late Rehearsal Start

In the event that Acts of God cause a rehearsal to begin late and more than two overtime segments are required to complete the scheduled rehearsal the Musicians' Committee and the Personnel Manager shall mutually decide what action to take. If there is disagreement, the Musicians' Committee shall poll the musicians present before a final decision is reached.

### b. Late Performance Start

In the event that Acts of God cause a performance to begin late and more than two overtime segments are required to complete a performance, the performance may be completed provided that it begins within 30 minutes of the scheduled start time. In the event that the performance will begin later than 30 minutes from the scheduled start time, the Musicians' Committee and the Personnel Manager shall mutually decide what action to take. If there is disagreement, the Musicians' Committee shall poll the musicians present before a final decision is reached.

### c. Maximum Segments and Exceptions

Discretionary – Four (4) times per season the Music Director may choose to use one segment of overtime during rehearsals without any extra payment to the musicians. Only one (1) free discretionary overtime can be used per week. Due to circumstances beyond the Symphony's control, a grace period of up to two (2) minutes for up to 2 (two) performances per season, under any conductor, will be allowed before overtime commences.

### d. Dress Rehearsals

No more than one segment of overtime is permitted on dress rehearsals.

### e. Maximum Segments and Exceptions

Symphony Ball – One (1) additional overtime segment, beyond the four segments listed in Section c above, may be used for Symphony Ball performances without payment to the musicians.

## 4. Overtime Breaks

There shall be a three-minute (3-minute) break interval included in each fifteen-minute (15-minute) increment of overtime. At rehearsals other than dress rehearsals musicians will be polled to determine if the break(s) shall take place at the end or at the beginning of the overtime increment. During dress rehearsals and performances a work may be performed once in its entirety without stopping to take the required overtime break interval. However, each remaining three-minute (3-minute) break interval per fifteen-minute (15-minute) increment shall be added onto the end of such service. In any event, if continuous playing extends beyond twelve-minutes (12-minutes) during any overtime increment, and the required break interval is not taken, an additional fifteen-minute (15-minute) increment of overtime shall be incurred with the required three-minute (3-minute) break interval to be added to the end of the service. Any service that includes one or more increments of overtime shall have the added break time interval(s), if not taken earlier in the service, counted in the official service call, (i.e. a service, which runs 3 hours and 12 minutes, will be recorded as 3 hours and 15 minutes on the official KCS time sheet).

## 5. Advance Notice

Best efforts will be made to announce as far in advance as possible any expected overtime.

## 6. Opera Productions

For opera productions that cannot be performed in their entirety in three and one-half (3 1/2) hours the Symphony will negotiate a rate agreed upon by all parties in advance of the first rehearsal.

## N. Budget

The Symphony shall provide to the Musicians' Committee annually, within ten business days of the audit being completed and approved by the Executive Committee, a copy of the approved budget for the coming year and the actual results for the year just ended.

## X. SCHEDULING OF SERVICES AND WORKING CONDITIONS

### A. Master Schedule

The Symphony shall furnish a master schedule for the succeeding season by June 15th of the current season, including tentative pit assignments, and shall provide a revised schedule of services at the beginning of the succeeding season. Thereafter, the schedules may be amended provided that notice is furnished to all orchestra members twenty-eight (28) days in advance of any such change. Notice of such changes shall be made via email and posted online simultaneously, and then posted physically on the Symphony bulletin board as soon as practicable. In the event of hardship, an individual musician may contact the Personnel Manager and request mailed notification.

### B. Work Week

#### 1. Normal Week

The normal week shall contain a maximum of eight (8) services with the following exception:

#### 2. Nine Service Weeks

A maximum of nine (9) services may be scheduled in no more than six (6) weeks per season provided that in each such instance there shall be either a day off in that week or an adjacent week with seven (7) or fewer services. At least four (4) nine service weeks shall have both a day off and be adjacent to a week with seven (7) or fewer services. However, in the event that the Symphony utilizes fewer than six (6) nine (9) service weeks excluding the provision for recording services, then the requirement to provide both a day off and an adjacent week with seven (7) or fewer services may be credited to the unused nine (9) service weeks.

An additional two (2) nine service weeks, beyond the six (6) nine (9)-service weeks set out above, maybe scheduled for the purpose of recording on Mondays and Tuesdays. For the two (2) additional Monday recording service weeks, there must be at least one (1) day off.

#### 3. Two-Service Day Maximum

Two-Service days will be scheduled no more than four (4) times per week.

#### 4. Number of Programs Rehearsed Per Week

During Classical Series weeks there shall be no more than two (2) programs rehearsed or performed. With the exception of two (2) weeks a season, there shall be no more than three (3) programs rehearsed or performed.

### C. Consecutive Days

There shall not be more than nine (9) consecutive days scheduled without a day off except that once per season there may be ten (10) consecutive days scheduled during KinderKonzert or young people's weeks without penalty.

**D. Free Days**

During each season there shall be at least forty-six (46) free days. In at least ten (10) weeks per season there shall be not less than two (2) free days per week. These ten (10) weeks shall include at least seven (7) Classical Series Weeks per season with at least two (2) consecutive free days. Two (2) of these Classical Series Weeks must occur in either January and/or February. Free days adjacent to a vacation shall not be counted as satisfying the January/February requirement. Symphony Management shall designate a minimum of twenty (20) of these days at the beginning of the season. Remaining free days shall be designated a minimum of four (4) weeks in advance of the day so designated. In a minimum of twenty-five (25) weeks, Monday shall be the day off. No more than once per season, Symphony Management may change a previously scheduled free day subject to the requirement to make such change at least four (4) weeks in advance.

**E. Services Per Day**

**1. Maximum Number**

No musician shall be scheduled for more than two (2) services in one day.

**2. Sunday Services**

On Sunday there shall be one service only with the following exceptions when two (2) services may be scheduled:

- a. Nutcracker and Christmas Festival performances.
- b. Rehearsal of material for an emergency guest artist substitution.
- c. Rehearsal of material prior to Sunday performances of concerts on the Family subscription series, the annual Cabaret concert and other fee concerts a maximum of six (6) times a year.
- d. For performances of holiday fee concerts in November and December.

**3. Administrative Services**

Up to two (2) times per season management is allowed to schedule services for administrative purposes. This excludes Musicians who have been granted leave on the date of the meeting. Management will not schedule an administrative service during a pit week or split week.

**4. Single Performance Days**

Two performances will be allowed in a day for the following: (1) Christmas Festival performances; (2) Holiday fee concerts in November and December; (3) Kansas City Ballet performances, (4) Education Back-to-Back Concerts. Otherwise, there shall be no more than one performance on any given day. Christmas Festival performances shall not be more than two (2) hours and fifteen (15) minutes in length with a twenty (20) minute intermission. There shall be a minimum of two (2) hours in between back-to-back Christmas Festival performances.

**F. Time of Services**

**1. Single Rehearsal Days**

Single rehearsals shall be in the morning whenever reasonably possible. However, Management shall have the right to schedule afternoon rehearsals when necessary. If a rehearsal is held in the afternoon, it shall be the only service on that day with the following exceptions.

- a. Opera rehearsals
- b. Ballet dress rehearsals
- c. Choral rehearsals
- d. Pops Concert rehearsals

**2. Double Rehearsal Days**

When two (2) rehearsals are scheduled during one (1) day, the first rehearsal shall be in the morning. When the second rehearsal is in the afternoon, there shall be one (1) hour between rehearsals whenever possible.

### 3. Sunday Work

On Sunday no service will be scheduled prior to 1:00 p.m. except no more than three (3) times per season rehearsals for Family-subscription concerts (on the same day) may be scheduled in the morning.

### 4. Morning Services

Each season there will be no more than three (3) occasions of services scheduled prior to 10:00 a.m.; such restrictions will not apply to Back-to-Back educational concerts.

### 5. Afternoon Rehearsals

Except for five (5) times per season, any Monday through Friday afternoon rehearsal that is not part of a tour, runout, or Pops shall end by 4:00 p.m.

### 6. Evening Rehearsals

#### a. Number Per Season

In addition to Opera and Ballet rehearsals which may be in the evening, there may be ten (10) Symphony evening rehearsals per season which will be limited to choral works, those required by guest artists' travel schedules and days containing sectional rehearsals. Two (2) additional evening rehearsals, beyond the ten listed above may be scheduled per season for donor events. The Symphony will encourage the Opera and Ballet to limit the number of evening rehearsals.

#### b. Rehearsal Start Time

Evening Rehearsals will begin no earlier than 7:00 p.m. except that twice per season, they may begin prior to 7:00 p.m.

### 7. Minimum Time Between Evening and Morning Services

A minimum of eleven and one-half (11 1/2) hours must elapse between the end of an evening rehearsal or performance and the beginning of a scheduled Symphony service the following day.

## G. Service Duration

### 1. Normal Duration

The normal duration of a service is limited to two and one-half hours (2 1/2 hours) for performances and rehearsals except for those listed in X.G.4. below.

### 2. Back-to-Back Educational Concerts

Back-to-Back Educational Concerts each up to sixty (60) minutes duration within a two and one-half hour (2 1/2) period with an intermission of not less than twenty (20) minutes will be counted as one service. A rehearsal scheduled on the same day as a Back-to-Back Educational Concert shall not exceed two (2) hours in length. Any make-up date from a weather cancellation is exempt from this restriction. Symphony Management shall not schedule a Back-to-Back concert on the same day as any other concert except on tour or once per season for a confirmed a two and one-half hour (2 1/2) Ballet Performance.

### 3. Pre- or Post-Concert Activities

Musicians may be asked to volunteer their services for pre- or post-concert activities, without additional service credit, when a concert is less than ninety (90) minutes in length, provided such activities fall within the appropriate service length (2 1/2 hours).

### 4. Exceptions

Exceptions to the two and one-half (2 1/2) hour service duration limitation is as follows:

#### a. Two-rehearsal Day

On a day with two (2) rehearsals, one rehearsal shall be limited to two (2) hours.

#### b. Performance Day Rehearsal Limitations

A rehearsal may not exceed two (2) hours on the day of a performance which exceeds two and one-half (2 1/2) hours. In no case shall there be more than four (4) occurrences of such

rehearsals in one season. Best efforts will be made to schedule such rehearsals in the morning.

c. **Single Work Programs**

Performance services for single works, plus one rehearsal for each such work, may be three (3) hours in length. For such services a minimum of two (2) weeks advance notice shall be given.

d. **Opera and Ballet Services**

1. **Performances**

Opera and Ballet services may be three (3) hours in length for all performances. At the discretion of Symphony Management, opera performance calls may be two and one-half (2 1/2) hours.

2. **Rehearsals**

There may be up to two (2) three-hour (3-hour) dress rehearsals for each opera production and one (1) three-hour (3-hour) rehearsal for each ballet production. All other rehearsals for opera and ballet are limited to two and one-half (2 1/2) hours except when there are two (2) in one day when X.G.4.a. applies.

3. **Non-opera Services during Opera Weeks**

There shall be no opera services scheduled on a Classical Series service day. No musician scheduled for opera services shall be additionally scheduled to perform more than four (4) non-opera services between the first dress rehearsal and last performance of each opera cycle. Such additional services shall be within twenty-five (25) miles of the Symphony office.

4. **Orchestra Release During Applause**

The orchestra shall be released during applause at the conclusion of opera performances in which remaining in the pit for applause would exceed the three (3) hour call.

5. **Outdoor Performances**

There shall be no outdoor rehearsals with the exception of one per season for the Celebration at the Station concert at Union Station. Four (4) times a year, a three-hour (3-hour) service may be scheduled consisting of a thirty-minute (30-minute) sound check, thirty-minute (30-minute) break, and a two-hour (2-hour) performance. Additional instances shall be scheduled only after consultation between the General Manager and the Musicians' Committee. Each case shall be decided on its merits.

e. **Recording Sessions (See Section XII.)**

**H. Intermission**

1. **Two-Hour (2-hour) Service**

a. **Ballet & Opera Services**

Two-hour (2-hour) services will have an intermission of at least fifteen (15) minutes which shall begin no earlier than thirty (30) minutes and no later than seventy (70) minutes after the beginning of the service. A conductor may, at his discretion, elect to defer the intermission during a two-hour (2-hour) service until no later than ninety (90) minutes when, at such time, the service shall be concluded. Advance notice is not required. However, the option to conclude such service within ninety (90) minutes shall become obligatory once seventy (70) minutes have elapsed without the specified intermission during any two-hour (2-hour) service. In any event, once seventy (70) minutes has elapsed during a two-hour (2-hour) service without an intermission the service shall conclude no later than ninety (90) minutes.

Any playing in excess of two (2) hours during a two-hour (2-hour) service with the specified intermission or beyond ninety (90) minutes without the specified intermission shall be paid at one and one-half (1 ½) times each musician's individually contracted scale for each fifteen-minute (15-minute) increment or fraction thereof.

b. **Symphony Services:**

Two-hour (2-hour) services will have an intermission of at least fifteen (15) minutes which shall begin no earlier than thirty (30) minutes and no later than seventy (70) minutes after the beginning of the service. A conductor may, at his discretion, elect to defer the intermission during a two-hour (2-hour) service until no later than ninety (90) minutes when, at such time, the service shall be concluded. Advance notice is not required. However, the option to conclude such service within ninety (90) minutes shall become obligatory once seventy (70) minutes have elapsed without the specified intermission during any two-hour (2-hour) service. In any event, once seventy (70) minutes has elapsed during a two-hour (2-hour) service without an intermission the service shall conclude no later than ninety (90) minutes.

Any playing in excess of two (2) hours during a two-hour (2-hour) service with the specified intermission or beyond ninety (90) minutes without the specified intermission shall be paid at one and one-half (1 ½) times each musician's individually contracted scale for each fifteen-minute (15-minute) increment or fraction thereof.

2. **Two and one-half-hour (2 ½-hour) Service:**

a. **Ballet & Opera Services**

Two and one-half hour (2 ½-hour) services will have an intermission of at least twenty (20) minutes which shall begin no earlier than forty (40) minutes and no later than ninety (90) minutes after the beginning of the service.

b. **Symphony Services**

Two and one-half hour (2 ½-hour) symphony services will have an intermission of at least twenty (20) minutes which shall begin no earlier than forty (40) minutes and no later than ninety (90) minutes after the beginning of the service. If the conductor breaks prior to 40 minutes, the service will end early by the same number of minutes.

3. **Early Break:**

In the event a conductor chooses to begin intermission earlier than stipulated in sections H.1 and H.2, he may do so provided that the service ends at an earlier time, equal to the number of minutes taken in advance of the earliest time permitted under H.1 and H.2; i.e. if intermission is taken five (5) minutes early, the rehearsal must end five (5) minutes early.

4. **Three-hour (3-hour) services**

In a three-hour (3-hour) rehearsal, dress rehearsal, or performance, for Symphony, Opera, or Ballet, thirty (30) minutes of break time shall be provided. No individual break will be less than ten (10) minutes. Continuous playing time shall not exceed ninety (90) minutes. Any playing time beyond ninety (90) minutes shall be paid at overtime scale with the exception of opera in which one act is longer than ninety (90) minutes or a one act opera that is longer than ninety minutes. In the event that two acts of an opera are performed without intermission and continuous playing time exceeds ninety (90) minutes, overtime shall be paid.

5. **Single work performances**

For any such performance which exceeds one hour and forty-five minutes (1 ¾ hours) and does not contain an intermission, fifteen (15) minutes of overtime shall be paid in accordance with Section IX.L.

6. **Playing through breaks**

Continuous playing beyond the scheduled intermissions will result in overtime to be paid at the respective rates, one and one-half (1 ½) times for services shorter than three (3) hours and double (2)

time for services of, or in excess of, three (3) hours at each musician's individually contracted scale for each fifteen-minute (15-minute) increment or fraction thereof.

**I. Travel Schedule Restrictions**

Services Before & After Travel. See Section XI.

**J. Venue**

The Symphony shall, in a timely manner, consult with the Musicians' Committee on an ongoing basis regarding new and existing performance facilities with respect to matters concerning musicians.

**K. Severe Weather**

**1. Rain Dates**

Rain dates shall be performed (in accordance with Section X.M. below) if the musicians are notified at home at least two (2) hours prior to the call time that an outdoor performance will be postponed due to weather conditions. After that time, if a concert is postponed to another date due to weather conditions, the original service shall be counted as if it had been performed. Musicians who are not available prior to the notification deadline shall be obligated to make contact necessary to determine the status of the performance.

**2. Winter Weather**

In cases of severe winter weather, Symphony Management may decide to cancel or change a scheduled service without incurring any of the penalties listed below in Section X.N. Notice shall be made to musicians by phone at least two and one-half hours (2 1/2 hours) before the affected service.

In instances where there is no change made, and there are insufficient members of the orchestra present to begin the service on time, if that service runs longer than originally scheduled, musicians who were present at the original call time and who actually engage in overtime work will be paid overtime. Musicians who miss all of the actual service may be docked. Circumstances of individual cases will be considered in such determinations. Musicians who are not available prior to the notification deadline shall be obligated to make contact necessary to determine the status of the affected service(s).

**L. Emergency Changes**

In cases where a change in the schedule affecting one or more services is necessitated by a circumstance beyond the control of Symphony Management, notification shall be given to the musicians as early as possible but no later than seventy-two (72) hours prior to such change.

**1. Changes Allowed Per Season**

Five (5) times in a season such a change may be made without penalty.

**2. Minimum Notice**

If seventy-two (72) hours notice cannot be given, one instance will be allowed without penalty.

**3. Previous Commitments**

Symphony Management will make every effort to accommodate the needs of individual musicians who have previously scheduled outside performing or recording commitments in conflict with emergency scheduling.

**M. Canceled Services**

Services canceled for reason of civil disorders, severe weather (in accordance with Section X.K.2), Acts of God, or other events beyond the control of Symphony Management may be rescheduled for a future day. Such rescheduled services shall be counted as already having been performed in the week the cancellation took place. The week in which the service is rescheduled shall contain no more than eight (8) other services.

**N. Scheduling of Recording**

Every effort shall be made to identify future recording projects sufficiently in advance to enable the following to occur: wherever possible, recording services shall be scheduled immediately contiguous or as close in proximity as possible to the performances of the recording repertoire during the Classical Subscription series scheduled during the regular season.

**XI. TOURS AND RUNOUTS**

**A. Travel Schedules**

The Symphony shall provide written travel, dining and lodging information to each member of the Musicians' Committee not later than three (3) weeks prior to departure on tours or runouts. The Musicians' Committee shall respond within four (4) days of receipt with any suggested changes. Final schedules shall be provided to the musicians not later than two (2) weeks prior to departure.

**B. General Scheduling and Transportation**

**1. Transportation**

Transportation for all runouts and tours shall be provided as follows: Airline coach, train coach or first class motor coach (bus).

**2. Bus Travel**

In case of bus travel, travel times are calculated from the official departure and arrival locations, not the courtesy locations. In addition:

- a. Official travel time shall be exclusive of meals, rest stops, and extra stops requested by the musicians.
- b. Lunch and dinner stops will not be less than one (1) hour.
- c. There shall be a twenty-minute (20-minute) rest stop approximately halfway through any four-hour (4-hour) travel period.

**3. Hotel/Motel Arrival**

Arrival at a hotel or motel shall be at least (2) hours prior to departure for an evening performance (one and one-half (1 1/2) hours in the case of a matinee). Morning departure shall not be prior to 8:00 a.m.

**4. Musicians' Providing Own Transportation**

Musicians electing not to use the Symphony Management's mode of transportation are required to be in the concert hall thirty (30) minutes prior to the beginning of the service and in their seats (5) minutes prior to the beginning of the service. Musicians electing to provide their own transportation when the Symphony provides transportation drive at their own risk. Absences or tardiness will not be excused.

**5. Foreign, National or Out-of-State Tours**

Foreign, national or out-of-state tours beyond a two hundred fifty (250) mile radius of Kansas City, Missouri shall be negotiated separately with the Musicians' Committee on a case-by-case basis. Notwithstanding runout concerts or short tours as referred to in XI, no tour shall occur if the parties are unable to reach agreement.

**C. Travel Time Limitations**

**1. Day with no service**

Travel may be a maximum of eight (8) hours.

**2. One-Rehearsal day**

Travel may be a maximum of seven (7) hours with a rehearsal of up to two (2) hours in length.

3. **One-Performance day**

Travel time may be a maximum of six (6) hours.

4. **Two-Service day**

Travel time may be a maximum of six (6) hours.

a. **Length of Rehearsals**

Length of Rehearsals, whether in Kansas City or at a tour/runout location, shall not exceed two (2) hours with a fifteen-minute (15-minute) intermission. The following exceptions will apply.

1. **Classical Series Programs**

A runout of a classical series program may follow a two and one-half (2 1/2) hour rehearsal.

2. **Following 3+ hours of travel**

If any segment of travel is more than (3) hours, one service shall not exceed ninety (90) minutes with no intermission.

b. **End of Rehearsals**

End of rehearsals must be two and one-half (2 1/2) hours prior to concert time on overnights and two (2) hours prior to concert time on runouts.

**D. Day following Travel**

1. **Arrival before 1:00 a.m.**

On the day following a runout from which arrival in Kansas City is after 7:30 p.m., no service shall be scheduled prior to eleven (11) hours after arrival.

2. **Arrival after 1:00 a.m.**

If arrival in Kansas City is after 1:00 a.m., no service shall be scheduled prior to eleven (11) hours after arrival and only one service may be scheduled on that day.

**E. Violations of Scheduling and Travel Requirements**

1. **Travel Time Limitation Violation**

For violation of XLC, musicians will be compensated at the rate of six dollars (\$6.00) per fifteen-minute (15-minute) increment.

2. **Travel Time Which Occurs After 1:00 a.m.**

Travel time which occurs after 1:00 a.m. on a designated free day which is the only day free of services in a week shall be compensated at the rate of ten dollars (\$10.00) per fifteen-minute (15-minute) increment.

3. **Kansas City Arrival Later Than 2:00 a.m.**

For arrival later than 2:00 a.m. in Kansas City following a runout or the last date of a tour, each musician affected shall receive fifty dollars (\$50.00) additional compensation in lieu of lodging.

4. **Service on a Day Following Travel**

For violation of Section XLD (Service on a day following travel), each musician affected shall receive twenty-five dollars (\$25.00) additional compensation.

**F. Lodging**

1. **Overnight Lodging**

When overnight lodging is necessary, Symphony Management shall furnish each musician with first class accommodations on a single basis. Musicians shall have the option to agree to double accommodations in which case each of the musicians sharing a room shall receive half of the difference of the cost of a single room for their lodging. Any musician may opt to stay in non-Symphony provided lodging in which case he shall receive one half of the cost of a single room.

2. Dayrooms

Dayrooms, consisting of hotel/motel rooms with two (2) double beds for each four musicians shall be provided whenever there is an interval of four (4) or more consecutive hours during which the Symphony is in an out-of-town location without scheduled activities.

**G. Per Diem**

Per Diem shall be paid as follows:

1. Per diem will be paid for breakfast for departure from Kansas City prior to, or arrival in Kansas City after 8:00 a.m at rates consistent with GSA for the location of travel.
2. Per diem will be paid for lunch for departure from Kansas City prior to, or arrival in Kansas City after 12:30 p.m. at rates consistent with GSA for the location of travel.
3. Per diem will be paid for dinner for departure from Kansas City prior to, or arrival in Kansas City after 5:30 p.m. at rates consistent with GSA for the location of travel.
4. All GSA rates specified above will be as of January of the season prior to the expected travel in order to allow for proper budgeting.

**H. Accidents and Illnesses**

In the event of a musician's illness or accident on a tour or runout, Symphony Management will attempt to notify the person listed by the musician as next of kin if necessary and assist the musician to obtain timely treatment as requested. The Symphony will be responsible for such musician's lodging whether or not he is able to perform and for his return either to the tour or to Kansas City as appropriate. It is agreed that Symphony Management and/or its representatives shall not be held liable for any action taken on behalf of a musician in the event of such musician's illness or accident while on a tour or runout of the Symphony.

**XII. ELECTRONIC MEDIA GUARANTEE**

**A. Recording**

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

**B. Electronic Media Guarantee**

An Electronic Media Guarantee (EMG) of thirty-three dollars (\$33.00) per week shall be added to each musician's weekly salary as set forth in Section IX.C. This guarantee will be credited against any payments due a musician for electronic services within that contract year. An accurate accounting of all services credited, including the rate(s) at which they are credited, shall be presented to each musician. At the end of each contract year, any musician who has earned more than his accumulated EMG will be paid any such excess at the appropriate rate(s).

**C. Local Radio Broadcasts**

Symphony Management shall be permitted to tape or broadcast live performances of the orchestra without additional payment to the musicians. Information concerning all live radio broadcasts shall be posted no less than seven (7) days prior to broadcast.

**D. Taping for Grant Applications**

Symphony concerts may be taped for grant applications without additional payment to the musicians. In preparation for grant application taping, the Symphony may record the audio portion of a rehearsal for the specific concert program to be taped in order to set sound levels. Such sound level recordings must be erased

within forty-eight (48) hours of the taping. A representative of the Union may monitor all aspects of the taping, erasure, and storage procedure, and all aspects of the preparation of grant application tapes.

**E. Fund-raising Recordings**

The Symphony may request orchestra approval for the production of one audio and/or visual recording each season for the purpose of fund-raising. Such recordings will not involve additional services on the part of the musicians and will be produced under the guidelines as established by the American Federation of Musicians and the International Conference of Symphony and Opera Musicians (ICSOM) regarding such recordings.

**F. Promotional Use**

The Symphony may authorize radio and television promotional recording of the orchestra that will directly promote the Symphony, Ballet, or Opera without additional payment to the musicians, with a maximum of three (3) minutes broadcast time, for news segments or publicity use exclusive of documentary type programming. No member of the media will be permitted to audio or video record in excess of twenty (20) minutes per orchestra service. During orchestra services at which news or publicity recordings are made, the use of flash photography and television lights will not be permitted; media personnel will not be permitted to physically interfere with a musician's job performance. Advance notice will be made to a designated member of the Musicians' Committee.

The Musicians agree to be in formal concert attire for one rehearsal annually, for Symphony photo opportunities and/or a filming opportunity as per the Audio-Visual Agreement. The Local Oversight Committee will review a request annually for this service to include a filming opportunity not to exceed the 3/20 guidelines contained herein.

**G. Archival Tapes**

The Symphony may develop a library of archive tapes of performances by the Orchestra. This library of tapes shall be secured in a supervised area mutually agreed upon by the Symphony and the Local. No tape shall be taken from the premises without the prior written permission of the Local, nor shall any user be allowed access to the supervised area with recording equipment of any kind in his possession. Each tape shall be cataloged by number and according to content in a written log. No copies of any tape shall be made for any reason whatsoever without the prior written permission of the Local, except that the Symphony may, totally at its own risk and responsibility, make a copy of a portion of a tape (which may not be further duplicated) for the National Endowment for the Arts or, with prior notification to the Local, other grant-making organizations in fulfillment of the requirements of a grant application.

**H. Evidential Use**

Recorded material shall not ever be used as evidence in any demotion, reseating, or dismissal procedure for artistic reasons unless mutually agreed.

**I. Compliance**

Should any recording created under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, including, but not limited to grant application, displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local or national broadcast, phonograph records, promos or commercial announcements, foreign broadcast and internet, or background music for any type of sound or film program, the Symphony shall enter into and comply with all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

**J. Testing and Level Setting**

Any rehearsal may be audio recorded for the purposes of testing and level setting.

**XIII. BENEFITS**

**A. Health Insurance**

1. For each musician who elects the coverage, the Symphony will provide individual health insurance coverage including hospitalization and major medical coverage, ninety-five percent (95%) of the cost of which will be paid by the Symphony. For the first year of this Agreement, the parties have selected the Preferred Care Blue plan provided by Blue Cross & Blue Shield of Kansas City. In order to keep increases in the cost of health insurance to a manageable level, Symphony Management may solicit bids from reputable insurance carriers on an annual basis, and the Musicians' Committee may also request that Management solicit such bids. Bids shall only be solicited from carriers offering national insurance packages reasonably comparable to the Blue Cross & Blue Shield coverage listed above.

2. Family Health Coverage

Family health insurance coverage shall be made available to the musicians. If a musician elects family coverage, then, in addition to the payment that the Symphony would make to cover his individual health insurance premium, the Symphony shall pay the following percentage of the remaining cost of family coverage in accordance with the provisions below:

- a. In the 2014-15 season, the Symphony shall pay 30% of the remaining cost of family coverage;
- b. In the 2015-16 season, if the premium increase for the current season does not exceed 9.9% of the premium paid in the previous season, the Symphony shall pay 35% of the remaining cost of family coverage;
- c. In the 2016-17 season, if the premium increase for the current season does not exceed 9.9% of the premium paid in the previous season, the Symphony shall pay 40% of the remaining cost of family coverage.

Furthermore, if two Symphony musicians who are married to each other elect Family coverage, the Symphony shall pay the amount that would have been paid for the individual health premium for each musician. In addition, the Symphony will pay two (2) times the percentage that the Symphony has agreed to pay toward the remaining cost of family coverage for other musicians who have elected such coverage (2014-15 – 60%, 2015-16 – possibly 70%, 2016-17 – possibly 80%); except that no married couple will contribute less than two (2) times the amount of premium paid by musicians who elect individual health insurance coverage.

In the event a Musician is married to a same sex partner in a marriage valid where made, and the Musician elects family coverage, the Symphony shall provide comparable insurance benefits as paid to other married couples to that couple to extent feasible with the carriers. If the carriers refuse to provide such coverage, the parties agree that up to the amount the Symphony would pay for family coverage would be paid to the Musician.

**B. Insurance Committee**

1. Joint Insurance Committee

There shall be an Insurance Committee consisting of at least three members of the Musicians' Committee and an equal number of management representatives, which shall convene to review coverage options at any time either party so requests, or automatically if Symphony Management

solicits bids for new health, life, long-term disability, or dental insurance coverage. The Committee shall be fully informed of any and all bids solicited from potential providers, and the Musician representatives on the Committee may submit the names of additional carriers from which Symphony Management shall solicit bids. After bids are received, the Committee may, by mutual agreement, change carriers and/or plans. If a carrier initiates minor modifications in a plan – for example, by adding or removing physicians, adding, removing, or changing drug formularies or lists of covered drugs, or making minor adjustments in available benefits – those changes will not require the parties to negotiate over the changes.

For purposes of the preceding sentence, changes in deductibles, co-pay amounts, out-of-pocket maximums, loss of major hospital provider, or other significant changes shall not be considered minor.

## 2. Insurance Plan Change.

In the event either party wishes to change carriers or plans, maintenance of an overall package of benefits that compares favorably to the existing benefit plan in question, while controlling cost increases, shall be the primary objective of the change. Changing carriers or plans shall not be used as a method of cost-cutting. The parties will monitor premium increases for each plan, each year. The rate of premium increase shall be considered as a rolling, three-year average, except that in the second year of the contract, the rate of increase shall be the rate of increase for that year, and in the third year of the contract the rate of increase shall be the average of the rate increases (if any) for the first two years. The presumption shall be that the Symphony will maintain current plans and carriers so long as the rolling average premium increase does not exceed ten percent (10%), and that the parties will make changes or find replacement coverage in any year in which the rolling average premium increase exceeds or would exceed ten percent (10%) if the existing plan is retained.

Even if the rate of premium increase exceeds ten percent (10%), the Insurance Committee may determine by majority vote, after reviewing bids for replacement coverage, that no alternative plan or carrier provides a reasonably comparable package of benefits while maintaining a cost level lower than the proposed premium increases, in which case the Symphony will maintain the then-current plan.

## 3. Arbitration

If the premium rate increase, as measured above, exceeds ten percent (10%), the parties will make every good faith effort to reach a mutual agreement on appropriate changes or replacement coverage.

If the parties are unable to reach an agreement on changes or replacement coverage, the matter shall be submitted to interest arbitration. If arbitration is to occur, the parties will first attempt to agree on a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within fourteen days after either side requests arbitration, then the arbitrator shall be selected from a panel of seven names obtained from FMCS, with the parties alternately striking names from the list, and the last remaining individual on the list becoming the designated arbitrator. At the arbitration hearing, each party shall identify a single plan that the party believes offers the best mix of cost control and benefit maintenance, and the selected plan may be a replacement plan or the existing plan. Any plan selected must include a national network of health care providers available to the musicians.

The arbitrator shall select one of the two plans as the replacement plan. Factors for the arbitrator to consider shall be percentage of premium increase, benefits offered, plan design, out-of-pocket costs to participants, and scope of the network.

## C. Life Insurance

The Symphony will provide life insurance and accidental death & disability insurance for each contracted musician at either \$50,000, or an amount equal to the musician's contracted annual base salary, (including EMG, seniority pay, and title pay), whichever is greater.

**D. Long-Term Disability Insurance**

The Symphony will provide long-term disability insurance for each contracted musician. The minimum policy provisions are as follows: after either a 13-week or 90-day qualifying period, the policy will provide 66.7% (2/3<sup>ds</sup>) of the musicians contracted monthly salary for up to a maximum of \$7,500 per month increasing to a maximum of \$9,000 per month in FY 17 for a period ending at age 65 or normal Social Security age, whichever is later. Two years of this coverage is for "own occupation", and will be included as part of the Symphony's core plan, which is paid in full by the Symphony. Each musician, at his own expense, may elect to purchase the available "buy-up" option which extends the "own occupation" designation to age 65 or normal Social Security age, whichever is later.

**E. Dental Insurance**

The Symphony will maintain a dental policy for its musicians and their families, for up to one thousand dollars (\$1,000) of dental expenses per year for each musician, at no cost to the musician for employee coverage. Coverage extended to members of the musician's family will be paid for by the musician via payroll deduction on a pre-tax basis. The plan will be subject to annual bidding by plan providers. The currently-selected plan is the Humana PPO. The Joint Insurance Committee will review all bids and may mutually agree to changes.

**F. Pension**

During the term of this agreement, the Symphony shall contribute an amount equal to 5.45% of the individually contracted salary of each musician, including individual scale, overscale, CCI, EMG and doubling, but excluding solo pay and overtime, to the American Federation of Musicians-Employers Pension Fund.

In addition, the Symphony shall contribute 2% of the individually contracted salary of each musician, including individual scale, overscale, CCI, EMG and doubling, but excluding solo pay and overtime, to the Kansas City Symphony 403(b) Retirement Plan, administered by the Retirement Committee, as defined in section IV G.

During the 2014-15 and 2015-16 seasons, the Symphony shall contribute an additional 1% (3% total) of the individually contracted salary of each musician, including individual scale, overscale, CCI, EMG and doubling, but excluding solo pay and overtime, to the Kansas City Symphony 403(b) Retirement Plan, on condition that the musician contributes not less than .5% of his individually contracted salary including individual scale, overscale, CCI, EMG and doubling, but excluding solo pay and overtime. During the 2016-2017 season, the Symphony shall contribute an additional .5% (3.5% total) per musician provided that the musician contributes not less than an additional .25% (a total of at least .75%) of his individually contracted salary including individual scale, overscale, CCI, EMG and doubling, but excluding solo pay and overtime. Musicians already contributing not less than these percentages are not required to increase their contributions in order to receive this benefit.

**G. Instrument Insurance**

The Symphony will continue to provide a group instrument insurance policy. All risks are covered, subject to the specific exclusions as stated in the instrument insurance policy in effect as of April 1, 2006. The Symphony will pay one-hundred percent (100%) of the premium for all instruments used on a regular basis and/or required basis for Symphony purposes, subject to the following provisions:

1. String Musicians may include up to three (3) stringed instruments and three (3) bows as well as accessories (such as cases) used on a regular and/or required basis for Symphony purposes. Additional

instruments and bows may be placed onto the group policy with full premium and deductible payable by the Musician.

2. Other Musicians may include all instruments and accessories used on regular and/or required basis for Symphony purposes. Additional instruments and accessories may be placed onto the group policy with full premium and deductible payable by the Musician.

The Symphony agrees to cover any deductible, if applicable, for all such covered instruments. Any decision to raise the deductible from its current fee of two hundred fifty dollars (\$250) for additional instruments and/or accessories placed on the group policy will be reached by mutual agreement.

The Symphony shall provide each Musician with a list of his/her instruments currently covered under the Symphony policy within thirty (30) days of the beginning of each contract year. Each Musician agrees that any additions or deletions to the list of his/her covered instrument(s) under the policy referred hereto will be submitted in writing to the Symphony within thirty (30) days after receiving the above referenced list.

A new Musician joining the Symphony during the contract year shall register any instrument(s) to be covered under the Symphony policy after receiving notification from the Symphony, describing the policy's guidelines. The Symphony shall provide such notification as soon as possible following the Musician's commencement of employment but in no event later than thirty (30) days following commencement of employment.

The Musician shall be advised that they must promptly return any changes to the instruments included in the Symphony's list of covered instruments. If the Musician fails to make changes to the list and return it to the Symphony within (30) days following receipt of same by the Musician, then coverage for any instruments not listed in the original listing notice may be deemed waived until the Musician returns the amended list.

Instruments to be added or deleted to the Symphony paid policy may be provided at the time of purchase, or at any subsequent time. However, it should be noted that until the Symphony is notified of the purchase of an instrument it is not covered under the Symphony policy and therefore is neither subject to reimbursement for loss nor deductible by the Symphony or its insurance carrier.

The Symphony will not be held responsible for reimbursement of any loss nor any deductible absent knowledge of each instrument to be covered.

#### **XIV. LEAVES OF ABSENCE**

##### **A. Paid Leave**

Paid leave of any kind may not be used for the purpose of performing other work as a musician or in any other capacity. Doing so constitutes accepting wages or benefits under false pretenses. See Section XIX.A. below. The past practice with regard to extending paid leave in exceptional circumstances shall continue.

##### **B. Sick Leave**

The Symphony will continue its present practice with regard to the Family and Medical Leave Act (FMLA). Each musician shall be entitled to fifteen (15) days sick leave per season, if unable to work due to illness or injury, with no loss of pay. Unused sick days may be converted to additional accumulated sick leave, with a maximum accumulation and carry-forward of sixty-five (65) days into the subsequent season. In the event that a musician has accumulated the maximum number of days at the end of a season, in the following season he will be entitled to fifteen (15) sick days for a maximum of eighty (80) available sick days. However, at the end of that season, no more than sixty-five (65) days can be carried-forward into the

subsequent season. Management has the ability to grant additional sick days at its discretion in cases of long-term illness or injury.

The symphony will provide a pool in the amount of fifteen thousand dollars (\$15,000) per season, to be set aside to provide additional paid sick leave to any musician who exhausts his accumulated sick leave. This benefit shall be available to the musicians as a group until the pool is exhausted. This benefit shall be available to specific individuals who qualify for the benefit until the musician in question completes either thirteen (13) weeks or ninety (90) days of sick leave, whichever is applicable, and may be eligible to apply for long-term disability benefits (See Section XIII.D.).

If the pool is exhausted in any given year, individual musicians will be permitted to donate sick leave days to any other musician who needs the days to bridge any gap in coverage until such time as he becomes eligible for long-term disability.

A musician entering the sick leave pool, or accessing donated days, may be required by the Symphony to furnish written certification by a medical authority that the illness or accident prevents him from fulfilling his duties.

Prior to the expiration of thirty (30) days of absence for medical reasons, and unless the musician is expected to return to work within the initial thirty (30) day period, a musician must contact the human resources department and make arrangements to provide notice (proof of loss) to the Long-Term Disability (LTD) insurance carrier. After thirty (30) days of medical absence a musician must contact the human resources department and make arrangements to complete an application for LTD benefits unless the musician provides medical documentation that they are expected to return to work within the following thirty (30) day period.

**C. Bereavement Leave**

A musician will suffer no loss of pay for absence during a period of five (5) days, plus reasonable travel time to place of funeral in excess of 250 miles outside of the Kansas City Metro area, not to exceed an additional two (2) days, in case of a death in the musician's immediate family, i.e., spouse, domestic partner, parents (including step parents, parents-in-law and domestic partner's parents), grandparents, siblings, in-law siblings, step siblings, child, step child. In cases of death affecting those outside the musician's immediate family, bereavement leave, as outlined above, will not be unreasonably withheld.

A musician may elect to use remaining available sick leave and/or personal leave if additional bereavement leave is necessary. In the event a musician has insufficient remaining sick leave and/or personal leave, extended bereavement leave may be requested, and if granted, shall be unpaid.

**D. Maternity/Paternity Leave**

Musicians may request maternity/paternity leave as permitted by the FMLA. Available sick leave and/or personal leave may be used during such maternity/paternity leave. The choice to use paid or unpaid leave will rest with the musician. Maternity/paternity leave not qualifying for or exceeding FMLA leave also may be available under unpaid or long-term leaves of absence.

**E. Personal Leave**

Each contracted musician will receive two (2) personal leave days per season. Personal leave will accumulate to a maximum of six (6) days which may be carried forward into the following season. In a season in which six days are carried forward, the musician will receive two (2) additional days for a total of eight days available in that year. However, at the end of that season no more than six (6) days may be

carried forward into the subsequent season.

A request for personal leave must be communicated in writing to the General Manager as far in advance as possible, but in no case less than twenty-one (21) days prior to the date(s) being requested, except in the case of an emergency or when a schedule change occurs with less than twenty-eight (28) days notice. In the event the leave results in the musician missing fifty percent (50%) or more of the rehearsals or performances of a program, the musician may continue paid leave till exhausted.

Leave requests for major life events, such as, but not limited to: weddings, funerals, graduations, or bar mitzvahs shall not be denied with respect to members of the musician's family (i.e., spouse, domestic partner, parents (including step parents, parents-in-law and domestic partner's parents), grandparents, siblings, in-law siblings, step siblings, child, step child). For major life events affecting those outside the musician's immediate family, leave requests will not be unreasonably withheld. The reason for personal leave is personal and shall not be questioned unless a musician is seeking undeniable leave for a major life event. Once granted, personal leave is irrevocable except by mutual agreement.

**F. Audition Leave**

Each musician may be granted two (2) additional days of paid leave per season to attend an outside audition, provided that documentation of audition attendance is furnished to the Symphony. Audition leave is requested in the same manner as Personal Leave (Section XIV.E). Any additional absence shall be unpaid leave.

**G. Unpaid Leave of Absence**

The Symphony may grant unpaid leaves of absence in addition to the paid leaves described above.

**1. Unpaid Short-Term Leave of Absence**

An unpaid short-term leave of absence may be granted for various reasons. Priority consideration will be given to requests for leaves of absence for musical reasons such as recitals, solo appearances or competitions. It is understood that the Symphony has the right to refuse such requests upon reasonable grounds. Considerations in granting such leave include the demands of repertoire and the availability of a qualified substitute, if needed. In the event a musician is excused from a concert, the rehearsal(s) for that concert may also be designated by the Symphony as unpaid leave of absence. If fifty percent (50%) or more of the rehearsals or fifty percent (50%) or more of the performances of a program are to be missed, the musician may be kept on leave of absence for all services associated with that program. All requests for an unpaid short-term leave of absence must be submitted to the General Manager in writing at least two (2) weeks in advance.

**2. Unpaid Long-Term Leave of Absence**

An extended unpaid leave of absence may be granted for various reasons. Leaves of absence may be granted for the purpose of engaging in gainful occupation at the discretion of the Symphony. If a leave of absence is granted, it will be for a specific period not less than four (4) weeks and not to exceed one year; the musician is expected to return to work at the end of that period.

Requests for unpaid long-term leaves of absence, less than one season, shall be submitted in writing as early as possible but not less than twenty-one (21) days prior to such leave. A musician who wishes to take an unpaid long-term leave of absence for an entire season must submit a written request by February 15 of the preceding season. Leave requests shall be submitted to the General Manager of the Symphony. The request should specify the length of and the reason for the leave of absence and any special circumstances. The Symphony will consider all reasonable requests and will not unreasonably withhold permission for such leave.

In the case where leave is granted for a full season, the Symphony shall offer employment for the following year on or before January 31 of the leave season as provided for in Section XVII.A. Any musician taking a leave of absence shall be reinstated to his former position, subject to any changes in organization and the needs of the Symphony at the conclusion of the leave, provided that the musician has returned his signed contract to the Symphony by the deadline set out in Section XVII.A.

Symphony-provided insurance shall remain in effect until the last day of the month containing the last day which the musician works. The pension contribution shall be based on the actual salary earned. Subject to the provisions of the Symphony's current or future insurance policies, musicians may elect to maintain available insurance coverage at their own expense during an unpaid long-term leave, except that the Symphony will pay its portion of insurance coverage for the full twelve (12) weeks of leave which qualifies under FMLA.

## **XV. GENERAL CONDITIONS**

### **A. Rehearsal Orders**

Symphony Management shall post the order of pieces to be rehearsed at least one week in advance of each service. Such postings shall be available on the bulletin boards at the KCPA and other locations where the musicians are working and on the Symphony's website. Notice of any change shall be posted immediately and announced prior to the end of the day preceding the service affected by such change. Musicians shall be available in plenty of time for the works they are responsible to play and shall not schedule other activities in conflict with any service they are responsible to attend. When concert programs are posted the required concert dress and the size of the string sections, if reduced, shall be included, if at all possible.

### **B. Working Environment**

Symphony Management shall not subject musicians to physical or unsanitary conditions which are a menace to body or health or impose conditions that cause undue and unnecessary hardships upon players, such as, but not limited to, unsanitary rehearsal halls, drinking fountains or toilet facilities.

### **C. Temperature and Weather Conditions**

#### **1. Indoors**

At all venues, when the Symphony is the presenter, musicians cannot be required to perform if the temperature is less than sixty-eight (68) or more than eighty (80) degrees Fahrenheit. Climate conditions will be met at least 30 minutes prior to the start of any service. In venues other than listed above, Symphony Management shall make its best effort to see that the temperature shall be between sixty-eight (68) and eighty (80) degrees Fahrenheit for all indoor services.

#### **2. Outdoors**

Musicians cannot be required to perform outdoors if the temperature is less than sixty-eight (68) or more than ninety-two (92) degrees Fahrenheit but may choose to do so by majority vote.

#### **3. Temperature Problem**

If there is a problem with the temperature, the Musicians' Committee will bring the problem to the attention of the Personnel Manager. If temperature cannot be regulated to the above-mentioned limits, the Musicians' Committee and Management shall mutually decide what action to take. If there is disagreement, the Musicians' Committee shall poll the musicians present before a final decision is reached. If a musician feels that conditions constitute a danger to the musician's health and/or instrument, such musician may consult with the Personnel Manager concerning such individual problem.

4. **Direct Sunlight**

Musicians will not be required or requested to play in direct sunlight.

5. **Rain**

In the event of rain, Symphony Management must provide shelter at or near the stage for all musicians and their instruments.

**D. Clock**

A clock shall be on display in the wings backstage and near pit entrances at all services.

**E. Individual String Player Protection**

No individual string player may be called upon during rehearsal to play any passage out of context.

**F. Official Pitch**

The Symphony shall tune to A=440 at all services. If a service requires the use of a keyboard instrument, that instrument shall be pre-tuned to A=440.

**XVI. MUSICIANS' RESPONSIBILITIES**

**A. Job Duty Familiarity**

Musicians are responsible for being familiar with their various job duties as outlined in this document and in the Kansas City Symphony Work Rules.

**B. Stage Schedule and Deportment**

Musicians are required to be in the hall at least ten (10) minutes prior to and in their seats five (5) minutes prior to the beginning of any rehearsal or performance otherwise the musician may be considered tardy. Up until thirty (30) minutes before performances, the harpist shall have time to tune on stage without interruption by Symphony musicians. Musicians may be seated in their chairs on stage thirty (30) minutes prior to curtain for unobtrusive warm-up. Musicians are required to remain in their seats for rehearsals until dismissed by the Conductor or Personnel Manager, and for performances until the exit of the Concertmaster, including instances of rehearsal or performance overtime. For pit orchestra performances, musicians are required to stand for bows when asked and to remain in the pit until all bows are completed, except as provided for in X.G.4.d.iv.

**C. Absence Notification**

It is the responsibility of the musician, in the event he is unable for any reason to attend any service, to contact the Personnel Manager or Assistant Personnel Manager by phone or by text message on their cell phone. The musician shall notify the Personnel Manager or Assistant Personnel Manager at least one hour prior to the start of the service to the extent practicable. No musician shall send a substitute musician to any service. Failure to notify the Personnel Manager may result in the absence being considered unexcused.

**D. On Call Status**

Any musician who is not performing on a specific program, due to the orchestration requirements of the repertoire, may be required to substitute on his contracted instrument(s), for a musician who suffers an emergency absence or in the case of an emergency program change. Any absence due to illness or injury or other emergency absence which is known by Management more than ten (10) days prior to the first service does not qualify as an emergency and may not result in the "on call" musician being required or requested to substitute. To facilitate this matter, one musician per section, except in the string sections, which may have up to two (2) musicians, may be assigned to be "on call." Titled players may be placed "on call", but may only be required to perform in their own titled position or higher as specified in their

individual contract. Continue the current practice that in any case where the orchestra is split, no "on call" musician(s) shall be assigned. "On call" assignments shall be made and posted no less than twenty-eight (28) days before the start of the first service.

For all programs, the "on call" musician(s) shall be released at the start of the final dress rehearsal unless they have played the entire program in rehearsal.

If such musician is not reasonably available by phone to be notified that he is needed for such services(s) or is not available for such services upon notification, his absence from such services may be regarded by the Symphony as unpaid leave. In the event that an "on call" musician wishes to request leave during the services after they have been assigned to be "on call", it is understood that such leave will only be charged if the need to bring them in later arises. In the event no "on call" musician is assigned to a service or the assigned musician cannot be reached or cannot attend the service because of illness, act of God, or other force majeure, another musician may be asked to perform as the substitute and shall be compensated at their per-service rate. If the "on call" musician is unable to attend the service due to illness or injury they shall not be penalized but will be charged a sick day for any services missed. Reasonable time will be allowed for the musician to reach the service without penalty. Until the time of release, the musician will receive service credit for any services for which they are "on call." To the extent practical, these assignments will be made in a systematic and equitable manner, but will not apply to any musician who has been officially granted vacation, relief time, or any type of leave.

**E. Part Assignments**

Principals, unless otherwise directed by the Conductor or Management, shall decide the assignment of parts and inform the Personnel Manager of their decisions at least one month prior to the first rehearsal. All part assignments shall be communicated to those affected at least two (2) weeks before a given work is rehearsed.

**F. Music Responsibility**

A musician shall bring all music scheduled for each service and make his best effort to return such music, if he will be absent from any such service, subject to library policy.

**G. Bowing Responsibilities**

Each string principal, or titled player assigned to perform as principal, will mark and return bowings directly to the library or security desk at the KCPA within a maximum of seven (7) days from receipt of parts from the librarian. The librarians shall notify the Personnel Manager and/or the Chair of the Musicians' Committee in the event bowings are not returned within the stated timeframe.

**H. Dress Code**

The parties agree that the appearance of the Symphony is an integral part of the performance. Therefore, it shall be incumbent upon each member of the Symphony to present himself for each performance neatly and properly dressed. Members of the Symphony shall dress for performances in accordance with the official dress designated by this Agreement.

If a Musician violates this regulation, the Personnel Manager may refuse to permit the Musician to play the performance. Musicians who do not adhere to the official designated dress, whether they play the performance or not, will be fined during each season as follows:

First offense - verbal warning,

Second offense - ten dollars (\$10.00),

All subsequent offenses - twenty-five dollars (\$25.00).

## General

- At all times, clothing is to be clean, neat and pressed. Faded or "grayed" black or "yellowed" white are not acceptable.
- Shoes must be well polished black (suede is acceptable) or black patent leather dress shoes for all concerts on stage. Dressy, formal open toed shoes (not sandals) are acceptable where not more than three toes are visible. Casual black shoes (not tennis shoes) may be worn only in the pit.
- All musicians are requested to refrain from wearing heavily scented cosmetic products such as perfume and cologne.
- At all times, hosiery is to be black. Subtle black patterns are acceptable.
- At all times necklines, "backlines," and jewelry should be modest and conservative. Modest skirt slits to the knee are acceptable.
- Medium sheer and lace fabrics are acceptable over arms and shoulders with conservative coverage elsewhere.
- Denim, leather, knit cotton jersey/t-shirts, corduroy, rhinestones, and metallic materials or trim is not appropriate.
- Decorative sequins or beads in black or clear are acceptable trim materials if conservative.
- Sleeve length for women's dresses, blouses, and dressy tops should be of at least  $\frac{3}{4}$  length covering the elbow or longer, unless otherwise noted.

Women's dressy pants and tailored pants should be long, full length, and loose fitting of a formal fabric. No pants that outline the leg or cling to the leg will be permitted including stretch pants and leggings.

### **1. EVENING STAGE, including tours**

#### **Women**

**All Black** full-length dress OR  
**All Black** full-length skirt; with black dressy top OR  
**All black**, dressy pants; with black dressy top OR  
**Conservative all black pants suit** where pants are in the same style listed above OR  
**Black tailored pants** of a formal style and fabric:  
black dressy top  
**Instead of a black blouse**, may substitute pure white blouse and black jacket

#### **Men**

**Black tails**, black striped tuxedo trousers, pure white formal shirt, pure white vest or cummerbund, pure white bow tie, executive length black socks

### **2. MATINEE STAGE, including tours**

**All black dress** with hem line falling anywhere between the ankle and mid-calf (approx. 5-6 inches above ankle, also known as tea length) OR  
**All black skirt** with same hem line as dress above, with black dressy top OR  
**All black**, dressy pants; with black dressy top OR  
**Conservative all black pants suit** where pants are in the same style listed above OR  
**Black tailored pants** of a formal style and fabric:  
black dressy top  
**Instead of a black blouse**, may substitute pure white blouse and black jacket

**Black suit**, pure white shirt, conservative dark long tie, executive length black socks

**3. PIT SERVICES**

**Women**

**All black dress** with hem line falling anywhere between the ankle and mid-calf (approx. 5-6 inches above ankle, also known as tea length) OR **All black skirt** with same hem line as dress above, with black dressy top OR **All black, dressy pants**; with black dressy top OR **Conservative all black pants suit** where pants are in the same style listed above OR **Black tailored pants** of a formal style and fabric; black dressy top

**Men**

**All-black long sleeved collared dress shirt** or dressy black turtleneck, black trousers with no stripe, executive length black socks **If the Personnel Manager determines that conditions warrant it, he may announce that short-sleeved shirts are acceptable**

**4. OUTDOOR CONCERTS**

**Pure white dressy top** with long sleeves or short sleeves (not shorter than halfway between shoulders and elbow) **Pure white dressy sweater** or jacket is optional. **All black skirt** with hem line falling anywhere between the ankle and mid-calf (approx. 5-6 inches above ankle, also known as tea length); **All black dressy pants** **Black tailored pants** of a formal style and fabric may be worn only with pure white blouse and pure white jacket

**Black trousers** with no stripe, long-sleeved or short sleeved pure white shirt, executive length black socks, conservative dark long tie; optional pure white jacket

**5. POPS CONCERTS**

**All black skirt** with hem line falling anywhere between the ankle and mid-calf (approx. 5-6 inches above ankle, also known as tea length); with long-sleeved pure white dressy top OR **All-black dressy, long, full, loose-fitting pants** (not tight or clinging like stretch pants or leggings) of a formal fabric; with long-sleeved pure white dressy top

**Pure white tuxedo jacket**, black striped tuxedo trousers, pure white formal shirt, black cummerbund, and black bow tie (red bow tie for holiday concerts only, such as Christmas Festival and Edward Jones), executive length black socks

**6. FAMILY CONCERTS AND CLASSICS UNCORKED**

**Dressy solid color top** with long-sleeved or three-quarter length sleeves. An all-black dressy top may be worn in place of a solid color top. **Black tailored pants** or skirt of a formal style and fabric

**Collared, solid color, long-sleeved shirt** with **black suit jacket** and pants, no tie. A pure white collared shirt may be worn in place of a solid color shirt

**I. Meetings**

Musicians' responsibilities include making themselves available for meetings requested by Management or the Music Director, of either artistic or non-artistic nature, at any time or times, in addition to regularly scheduled orchestra services, without additional compensation. For official job performance review meetings, either artistic or non-artistic, the musician shall receive not less than two weeks notice of the meeting. For any meeting with Management or Music Director, the musician(s) may be accompanied by a Musicians' Committee member or other representative of the musician's choice.

**J. Discipline**

Failure to meet any of the above-outlined responsibilities, at the discretion of Symphony Management, shall result in disciplinary action.

**XVII. RENEWAL, MEMBERSHIP STATUS, NON-RENEWAL, AND RESIGNATION**

**A. Renewal**

The Symphony shall offer employment for the following year to each member it wishes to re-engage on or before January 31 of the current contract year. Any such employment offer shall be irrevocable until midnight following February 15 of the current contract year. If the offering letter is not signed and returned by the musician on or before midnight following February 15 of the then current contract year, the musician will be considered to have rejected the offer of employment for the coming year and such offer will be null and void. However, written requests for up to two (2) weeks additional time to return contracts shall be considered and shall not be unreasonably denied. The Symphony will continue its policy of honoring a request from a musician to be released from his contract, with the approval of the Music Director and upon Symphony Management's ability to engage a satisfactory replacement.

**B. Probationary Member**

1. The first two (2) years of service for a musician shall be a probationary period, and the Symphony may terminate the employment of a Probationary Member at the close of his first or second year of service by giving written notice to that effect not later than January 31 of either the first or second year of service. Such non-renewal shall be effective on the last day of the then current season and shall not be subject to the grievance and arbitration procedure. A probationary musician employed for twenty (20) weeks or longer in one season shall be given credit for one (1) year of probation. Any probationary musician employed for less than twenty (20) weeks shall not receive credit for a year of probation; his probation shall begin the following season.

2. Tenure Committee

a. The Audition Committee that originally auditioned the Probationary Member, with no substitutions in the event that any members of the original Audition Committee are unavailable shall serve as a Tenure Committee for that Probationary Member. Any probationary or tenured Principal musician may serve on a tenure review committee, in a non-voting capacity only, of a Probationary Member within his section in the event such Principal Musician did not serve on the probationary member's Audition Committee. The Tenure Committee shall provide an evaluation and a recommendation to the Music Director, as described below, prior to the Music Director's decision whether or not to renew the Probationary Member.

b. Each season, and twice during a Probationary Member's first season, the chair of the Tenure Committee shall solicit a secret ballot recommendation from the affected section tenured and probationary members regarding renewal of the Probationary Member. Additionally, the chair of the Tenure Committee shall solicit written and/or verbal evaluations from those tenured and probationary members of the section who are not on the Tenure Committee. The Tenure Committee shall then meet to discuss the information collected from the section and to determine whether or not to relay that information directly to the Music Director. If all members of the section are on the Tenure Committee, both the secret ballot recommendation and the evaluations will be considered redundant and as such, may not be collected.

c. Each season, after the completion of the process described in Section XVII.B.2.b, the Tenure Committee shall meet with the Music Director to discuss the Probationary Member. At the end of this meeting, the Tenure Committee shall vote by secret ballot, and communicate the results to the Music Director. The resulting recommendation shall be advisory only.

3. Each season, after the meeting with the Tenure Committee, the Music Director shall meet with the Probationary Member. Such meeting shall take place immediately, except in extenuating circumstances in which case not later than twenty-four (24) hours following the meeting with the Tenure Committee. At the meeting the Music Director will provide feedback to the Probationary Member and apprise him of his status as follows: (a) that a second year of probation will proceed, (b) that a second year of probation has been denied, (c) that tenure is granted, or (d) that tenure is denied. A representative of Symphony Management may be present at this meeting. During the Probationary Member's first season there shall be two meetings. The first may take place any time during the season. In the event that the first meeting does not occur until after January 15, the Probationary Member shall be issued a contract for the following season. The second meeting of a Probationary Member's first year shall take place within sixty (60) days prior to the end of the season. In each season, the Symphony shall consult with the Musicians' Committee to determine appropriate dates for such meetings.
4. The Music Director shall provide a written evaluation to the Probationary Member not later than three weeks following the meeting.
5. It is understood that the Music Director will not terminate a Probationary Member in the Music Director's first or last season. Exception: If the Music Director Designate conducts the Symphony during a minimum of three (3) classical programs in which the Probationary Member is performing, then during the following season, his first full season as Music Director, he may terminate the Probationary Member. Otherwise he shall not terminate a probationary musician until the following season.
6. During a change of Music Director, the probationary period may be extended for one (1) additional year until the new Music Director has the opportunity to hear the Probationary Member. In the event that a musician has been hired and the Symphony has no Music Director, another member of the conducting staff may take the place of the Music Director for the probationary period or until the arrival of the new Music Director. If such a substitution is necessary, the Symphony, the Musicians' Committee and the Artistic Leadership Committee shall mutually agree on the selection of the substitute. Upon the arrival of the new Music Director, if any musician is on probation, the conductor who hired that musician shall remain involved in the probationary process whenever possible in order to provide continuity.
7. A member of the Musicians' Committee shall be present at all meetings referred to in Section XVII.B.
8. The contents of all meetings and the results of all votes shall be strictly confidential.
9. A Member who has won a different position in the orchestra as the result of an open audition as referenced in Article XXI, may petition for early tenure at any time. The decision to grant tenure in such member's first probationary year shall be solely at the discretion of the Music Director. Such decision shall be communicated to the affected musician immediately after consultation with the affected member's Tenure Review Committee, except in extenuating circumstances in which case not later than twenty-four (24) hours following the meeting with the Tenure Committee, as referenced in XVIII.B.3. In the event such member is not granted early tenure such member will continue on the original two-year probationary period schedule. During this process such member's prior position in the orchestra will be held until either such member is granted tenure in the new position or returns to the prior position. In the event the Member is denied or did not request early tenure in the Winter meeting, they may apply/re-apply for early tenure for the Spring meeting by giving two (2) weeks advance notice to the Personnel Manager.
10. A Probationary Member not described in XVII.B.9. may request to be considered for early tenure. Such request for early tenure may only be granted in exceptional circumstances such as, but not limited to, a player holding a tenured position with another orchestra. Requests for early tenure to be considered at the January meeting must be submitted to the Personnel Manager by October 1st. If a Probationary Member requests early tenure, an additional tenure meeting as described in XVII.B, must be scheduled as soon as reasonably possible upon completion of the player's second set of Classical Series performances with the Music Director. Early tenure may only be granted after either

the second or third set of first-year probationary meetings, respectively, with the committee, Music Director and member have been completed. The decision to grant early tenure or not shall be communicated to the affected musician immediately after consultation with the affected member's Tenure Review Committee, except in extenuating circumstances in which case not later than twenty-four (24) hours following the meeting with the Tenure Committee. In the event early tenure is not granted the Probationary Member shall continue on the original two-year probationary period schedule. In the event the Probationary Member is denied early tenure in the Winter meeting, did not request early tenure at the Winter meeting or joined the orchestra after October 1st and could not apply for early tenure consideration at the Winter meeting, provided they participated in the Winter meetings, they may apply/re-apply for early tenure for the Spring meeting by giving two (2) weeks advance notice to the Personnel Manager.

**C. Tenured Member**

Each musician who has completed his probationary period and who is thereafter contracted to perform in the Symphony shall be considered a Tenured Member.

**D. Non-Renewal**

1. The Music Director is encouraged to solve a musical quality problem with a musician outside the framework of this procedure.
2. The provisions of this section shall apply when a Tenured Member is failing to perform at a level consistent with the musical quality standard as prescribed by the Music Director.
3. Jeopardy Notice  
If the Music Director elects to initiate non-renewal of a Tenured Member, a written notice that his job is in jeopardy shall be given to the Tenured Member on or before January 31 in any given contract year together with the Symphony's offer of employment for the following season, and shall list the Tenured Member's musical deficiencies. It is understood that the Music Director shall have been actively conducting the Symphony for an aggregate time of three (3) weeks prior to issuance of such notice during the season in which the notice is issued. It is also understood that the Music Director will not initiate non-renewal proceedings in his first or last season. Exception: If the Music Director Designate conducts the Symphony during a minimum of three (3) classical programs, then during the following season (his first full season as Music Director) he may initiate non-renewal proceedings. Otherwise he shall not initiate non-renewal proceedings until the following season.
4. At the earliest possible date, but not later than four (4) weeks after such notice, a meeting will be offered, between the Music Director and the Tenured Member, to discuss the reasons for the notice. The Tenured Member may request that up to two (2) representatives and/or a member of the Musicians' Committee be present at such meeting and the Music Director may request that the Executive Director or his designee and the Personnel Manager be present at such meeting. Written confirmation of the problems discussed at this meeting will be sent to the musician within seven (7) days of this meeting together with recommendations by the Music Director of steps to be taken to resolve the areas of concern. Before the end of that season, an additional meeting will be offered which the Tenured Member may accept or decline.
5. In the subsequent season, which may be the Tenured Member's last season, the Tenured Member may request another meeting with the Music Director to discuss and review the reasons for the issuance of the jeopardy notice. If requested, such meeting will be granted. The Tenured Member may request the presence of up to two (2) representatives and/or a member of the Musicians' Committee. Such meeting must take place on or before November 15. The Tenured Member shall be given every opportunity to correct the musical deficiencies and the Music Director shall give serious consideration to the matter throughout the entire process.

**6. Non-Renewal Notice**

If, after the steps outlined above, the Music Director elects to give a notice of non-renewal to the Member, such written notice shall be issued on or before January 31 of that season.

**E. Receipt of Notice of Non-Renewal**

Upon receipt of the notice of non-renewal, the Tenured Member may:

1. accept the notice and terminate services with the orchestra at the close of the current contract year;
2. submit a letter of resignation effective at the end of the current contract year whereupon the records of the Symphony shall reflect that the Tenured Member resigned;
3. submit a written protest of the notice of non-renewal to the Executive Director and the Musicians' Committee within ten (10) days of receipt of the notice of non-renewal. In the event a Tenured Member files a protest of non-renewal, an opinion regarding such non-renewal shall be rendered by the Members' Review Committee. Failure to file such a protest shall automatically terminate the appeal procedure and the decision of the Music Director shall be final and binding.

**F. Members' Review Committee**

A Members' Review Committee will be elected no later than April 1 of each season to serve, if needed, in the following season. Such election will be administered by the Musicians' Committee, with a ballot containing the names of all Tenured Members who have signed binders/agreements for the following season.

**1. Election of Committee**

Each Tenured Member will vote for nine (9) Principal Tenured Members and nine (9) non-Principal Tenured Members. The nine (9) Principal Tenured Members and nine (9) non-Principal Tenured Members receiving the highest number of votes will be elected plus one (1) Principal Tenured Member and two (2) non-Principal Tenured Members, receiving the next highest number of votes, to serve as alternates.

**2. Elected Member Obligation and Eligibility**

Tenured Members so elected shall be obligated to serve. In the case of non-renewal of a family member or significant other, an elected Tenured Member is not eligible to serve and will be replaced by an alternate.

**3. Committee Reduction for Non-Renewal**

When there is a non-renewal, the Music Director and the non-renewed musician will alternately strike three (3) names each from the list of eighteen (18) elected members until there are twelve (12) remaining who will serve to the conclusion of that musician's non-renewal appeal.

**G. Review of Non-Renewal**

**1. Committee Chair Appointment**

When the services of a Members' Review Committee are requested by any non-renewed Tenured Member, the committee shall appoint one (1) of its members as chairperson who shall be in charge and keep all records of the review proceedings. The Members' Review Committee will allow the non-renewed Tenured Member, the Music Director, Symphony Management, and any of their respective witnesses to testify and to make such other presentation in such form as the Members' Review Committee shall deem appropriate.

**2. Audition**

The musician will audition if requested by the Members' Review Committee. The audition shall have the following guidelines:

**a. Duration**

The audition shall be for a minimum of ten (10) minutes.

**b. Repertoire Selection**

The repertoire shall be taken from works performed during the current or preceding season for which the Symphony has the music in its library. The musician may choose the works to be performed.

c. **Music Availability**

The Symphony must make the music available to the musician on request.

3. **Members' Review Committee**

The Members' Review Committee shall convene for the purpose of hearing testimony not later than February 15. After considering all of the testimony, the decision of the Members' Review Committee shall be made by secret ballot and rendered in writing to the musician and the Executive Director no later than March 1.

a. **Members' Review Committee Decision**

Any decision of the Members' Review Committee concurred in by eight (8) or more members of the Members' Review Committee shall be final and binding upon the parties.

b. **Arbitration**

Any decision of the Review Committee in which fewer than eight (8) members of the Committee concur may be appealed by the Union or the Symphony within ten (10) calendar days to arbitration as provided for in Section XX.B.

**H. Withdrawal of Non-Renewal**

At any time during the entire non-renewal process, the Music Director may terminate the process by notifying the Union and the Tenured Member in writing that the non-renewal notice is withdrawn.

**I. Jeopardy Notice Following Reinstatement**

The Music Director may not issue another Jeopardy Notice to a Tenured Member in the season following that Tenured Member's reinstatement under the terms of Section XVII.G.3.a & b. of this Agreement.

**XVIII. RE-SEATING**

**A. Chair Change/Demotion**

1. **Probationary Member**

A Probationary player asked by the Music Director to change chairs/accept a demotion or reduction in responsibility/title must accept such change. A Tenured Member may be asked by the Music Director to change chairs/accept a demotion or reduction in responsibility/title on a permanent basis.

Any such requests shall be made on or before January 31 in the current contract year to be effective at the commencement of the following season. No actions may be initiated under this paragraph during the Music Director's first or last season. A Tenured Member asked by the Music Director to change chairs/accept a demotion or reduction in responsibility on a permanent basis may choose one of the following:

a. **Accept the change.**

b. **Reach a private agreement with the Music Director and Executive Director.** The musician may request the assistance of the Musicians' Committee or a member thereof in this regard. Such private agreement at the request of either party may include a probationary period during which the musician shall have the opportunity to address the artistic reasons outlined by the Music Director upon which the request is made. Such period shall be mutually agreed-upon, and shall include no fewer than three (3) and no more than six (6) sets of subscription programs.

c. **As outlined below, the Tenured Member may ask for a hearing by the Members' Review Committee (see Section XVII.F.).**

2. **Tenured Member**

If the Tenured Member and Music Director cannot reach an agreement within fourteen (14) days of the initial request or within fourteen (14) days following the agreed-upon probationary period, the Tenured Member may request that the Members' Review Committee (see Section XVII.F.) be convened to review the requested change.

3. **Members' Review Committee Consideration**

The Members' Review Committee shall convene and render its opinion within thirty (30) days from the date of the request. After consideration of the matter, the Members' Review Committee will vote by secret ballot for or against the change.

a. The Music Director will give serious consideration to withdrawing the request for a chair change/demotion if the vote of the Members' Review Committee is in support of the Tenured Member by no less than a two-thirds (2/3) majority. Should the Music Director determine to pursue the request for chair change/demotion of the Member following such two-thirds (2/3) vote in support of the Tenured Member, the Music Director must give a second notice within five (5) days of the rendering of the Members' Review Committee's written opinion. The Union shall have the option to request arbitration on behalf of the Tenured Member as outlined in Section XX.B. Such request shall be submitted in writing to the Executive Director and the Musicians' Committee, within ten (10) days of the Music Director's second request for a chair change/demotion.

b. Any chair change or demotion shall be without loss of current title pay and overscale. Said musician shall receive all increases to minimum scale as negotiated.

**B. Rotation and Reduction of String Sections**

1. **Voluntary Rotation**

Rotation of string sections is permissible except for titled musicians. Musicians electing to rotate shall set up a system of rotation among themselves. A musician who was a Tenured Member in the 1995-96 season may choose, but shall not be required, to rotate. Other string musicians, including all string section members engaged after the 1995-96 season, shall be required to rotate. Those players who were Tenured Members in the 1995-96 season will remain eligible to check off their choice on their individual contracts. Rotation assignments shall be in effect for all services.

2. **Reduced Strings**

In instances where reduced string sections are used, assignment of string personnel shall be determined by Management in consultation with the Conductor, and notification of such assignment shall be posted by the Personnel Manager which shall include those musicians, if any, designated as "on call" pursuant to XVI.D. To the extent practical, all musicians will be reduced off from these assignments in a systematic and equitable manner, except for titled musicians during Classical Main Series.

**XIX. DISCIPLINE AND DISMISSAL FOR CAUSE**

**A. Dismissal for Cause**

Except as provided under Section XVII (Non-Renewal), no musician shall be dismissed from the orchestra except for cause, to include, but not limited to: physical violence; insubordination; humiliation or harassment of another musician or member of Symphony Management; intoxication at any Symphony service; use, possession or distribution of a controlled substance in the work place; accepting wages or benefits under false pretenses; persistent inattention to duties; other actions or misconduct which have a clearly negative effect on the image or welfare of the Symphony. Engagement in one or more of these offenses may result in immediate expulsion from the workplace and possible dismissal. If dismissal is deemed appropriate,

Symphony Management shall notify the Musicians' Committee prior to such notice of dismissal. In lieu of dismissal, at the discretion of the Symphony Management, one or more of the following disciplinary actions may be taken:

1. Suspension without pay for a period of no less than three (3) days and no longer than two (2) weeks.
2. Written notice of violation, to be placed in the musician's personnel file.
3. Oral notice of violation.

The cumulative history of previous disciplinary actions will be considered in making disciplinary decisions.

#### **B. Unexcused Absences**

Unexcused absences can result in disciplinary actions, including dismissal. The Symphony may require documentation of reasons for such absences. Disciplinary action may be as follows (within one contract year):

1. First and Second offenses: loss of pay for one (1) service (for each offense).
2. Third offense: loss of pay for two (2) services.
3. Fourth offense: subject to dismissal/loss of pay for three (3) services.

Beginning with the 1994-95 season, every three (3) unexcused absences will constitute one permanent unexcused absence which shall not result in additional loss of pay itself, but which shall be counted as an unexcused absence in subsequent seasons. Such permanent unexcused absence will affect the discipline imposed for subsequent unexcused absences.

#### **C. Tardiness**

Tardiness at any service within one contract year can result in disciplinary action as follows:

1. First offense, verbal warning with verbal notice to the musician and MC chair.
2. Second offense, written warning with written notification to the musician and MC chair.
3. For the third and fourth offenses, loss of one-tenth (1/10) the player's individual service rate per fifteen-minute (15-minute) increment or portion thereof not to exceed the total per service compensation.
4. For the fifth offense, loss of one-fifth (1/5) the player's individual service rate per fifteen-minute (15-minute) increment.
5. Beginning with the sixth tardiness in any one season, the musician will also be subject to suspension without pay and ultimately dismissal.

#### **D. General Discipline**

##### **1. Performance/Rehearsal Facilities Use**

Use of performance and rehearsal facilities in general and the stage and pit area in particular shall be under the control of Symphony Management. Musicians shall follow the directions of the Executive Director and/or General Manager, Personnel Manager, Operations Manager, stage crew, and Conductor with regard to such use. Failure to follow such directions shall be considered insubordination.

##### **2. Inappropriate Behavior**

Any musician demonstrating inappropriate personal behavior in the workplace shall respond to requests from the Symphony Management, and/or Conductor to cease such behavior. Failure to respond to requests shall be considered insubordination.

##### **3. Disciplinary Action**

Failure to abide by the dress code contained herein can result in disciplinary action as follows: (For the same offense within one contract year)

- a. First offense: verbal warning
- b. Second offense: loss of pay of ten dollars (\$10.00)
- c. Third offense and above: loss of pay of twenty-five dollars (\$25.00)

Persistent failure to abide by the dress code shall be considered insubordination.

**E. Musician Appeals**

If a musician feels that he has been unjustly disciplined or dismissed, a grievance as provided herein may be filed. A grievance is any dispute arising from a claim of unjust discipline to a musician. The grievance should be presented in writing to the Executive Director and General Manager by the musician or the Musicians' Committee within seven (7) days of the notification of disciplinary action to the musician. Within fifteen (15) days of filing such grievance, the parties shall meet to discuss the matter and seek resolution. Failing satisfactory settlement of the grievance, the Union may within twenty (20) days following the meeting, elect to proceed to arbitration by submitting to the Symphony a copy of the request to the FMCS for a panel of five arbitrators. The arbitration shall proceed as set forth in Article XX - Miscellaneous Grievance.

**XX. MISCELLANEOUS GRIEVANCE**

**A. Grievance**

If a musician, or the Musicians' Committee has a complaint regarding the interpretation of this Agreement that he wishes to be addressed, he must within fourteen (14) days after the circumstances constituting the basis of the complaint arose, take it up with the Personnel Manager or General Manager, with or without the assistance of the Musicians' Committee. If such complaint is not resolved, it shall within ten (10) days after being submitted to the Personnel Manager or General Manager be taken, in writing, to the General Manager.

If no resolution is achieved within ten (10) days after written notice is given, the parties shall meet to attempt to resolve the grievance.

**B. Arbitration**

Failing satisfactory settlement of the grievance, the Union may, within ten (10) days following the meeting, submit to the Symphony a copy of the request to the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) arbitrators. The parties shall alternately strike names from the list until one name remains. The right to strike first shall be determined by lot.

**1. Arbitrator Authority Limits**

The arbitrator shall have no authority to add to, subtract from, change, or modify any terms or provisions of this Agreement. A decision of the arbitrator must be rendered within sixty days from the close of hearing.

**2. Arbitrator Decision**

The decision rendered by the Arbitrator shall be final and binding. The expenses of the arbitrator and the arbitration proceeding shall be borne equally by both parties, except that each shall bear the expense of their own witnesses, representatives, and other expenses in the case.

**3. Time Limits.**

Unless otherwise agreed in writing, failure of the musician, the Musicians' Committee, or the Union to abide by the time limits set forth in this section shall result in the grievance being treated as withdrawn. Failure of the Symphony to abide by the time limits set forth in this section shall automatically move the process to the next step. Nothing herein shall prohibit the parties from mutually agreeing upon an arbitrator without resorting to the Federal Mediation and Conciliation Service or to expedited arbitration.

## **XXI. AUDITIONS**

### **A. Notice of Auditions**

1. Any permanent vacancy shall be filled by open audition.
2. When a permanent vacancy occurs, Symphony Management shall notify the Musicians' Committee and Local 34-627 of the vacancy as soon as it occurs and shall advertise vacancies on the Symphony's website and in the International Musician approximately two (2) months in advance of each audition date.
3. Notice of auditions shall specify the position, benefits, scale, application deadline, and any other pertinent information.
4. Current Symphony musicians not serving on the Audition Committee and wishing to audition for advertised vacancies shall make application to do so in the same way as other candidates and shall notify the Symphony of their intent to audition or not forty-eight (48) hours prior to scheduled auditions. Current Symphony musicians wishing to be released from the Audition Committee to take said audition must notify the Musicians' Committee no later than forty-five (45) days prior to the audition and they shall make application to audition in the same way as other candidates and shall notify the Symphony of their intent to audition or not forty-eight (48) hours prior to scheduled auditions.

### **B. Audition Music**

#### **1. Repertoire Lists**

Each Principal or Audition Committee Chair shall, in consultation with the Music Director and with his approval, compile a list of audition repertoire consisting of at least one standard solo and from eight to fifteen (8-15) standard well-marked orchestral excerpts. Excerpts may include multiple well-marked sections from a given piece and shall not count individually towards the above number of excerpts. Auditions for positions involving auxiliary instruments may include up to an additional five (5) excerpts. Percussion and Timpani auditions are exempt from the limitations regarding numbers of excerpts allowed. For reference purposes only, past audition repertoire lists will be kept on file for each potential position in the orchestra.

#### **2. Availability to Candidates**

The repertoire list for the audition, as prepared in section XXIB.1, shall be made available to applicants at the same time the advertisement is posted in the International Musician, when practicable. In any event, such list shall be made available no less than thirty (30) days in advance of the audition except for any selections which may be needed for sight-reading. At that time, copies of any music which is not reasonably available shall be furnished by the Symphony.

#### **3. Audition Day Repertoire Lists**

In preparation for each audition, the appropriate repertoire list shall be used by the Audition Committee to create the lists of music to be performed in all rounds of the auditions. These lists will not be available to any applicant before the day of the audition.

#### **4. Candidates' Use of Own Music**

Candidates shall have the right to use their own music. However, Symphony copies of the audition material shall be available to candidates at auditions and shall serve as the accepted standard versions.

#### **5. Chamber Music and Section Excerpt Rounds**

For all wind, brass, percussion, and titled string positions, each audition committee shall meet in advance of the audition date to determine whether a chamber music and/or section excerpt round (section excerpts do not pertain to titled string auditions) may be desired, preferably early enough so that information about such round shall be included with the audition packets sent out by the personnel manager. The audition committee, along with the Music Director, shall discuss and

mutually agree on the chamber music and/or section excerpt selection. Music will be made available at least thirty (30) days in advance of the audition date. All candidates shall be informed of the possibility of a chamber music round. Musicians requested to perform during the chamber/section round are to be selected from within the Audition Committee whenever possible. The personnel manager shall contact individual Musicians requested to perform any chamber music and/or section excerpts approximately thirty (30) days prior to the audition date. It is understood that no Musician shall be required to perform in a chamber music/section excerpt round. However, Musicians are encouraged to perform when requested. No additional payment shall be incurred for these performing Musicians provided they are already members of the audition committee. A Musician may be requested but is not required to perform during the chamber/section round in the event said Musician is not a member of the Audition Committee. Such Musician shall receive the appropriate Audition Committee payment as set forth in Article XXI C.6.

**C. Formation of Audition Committee**

1. An Audition Committee shall hear all auditions for permanent positions to be filled in the orchestra. The Musicians' Committee will notify required Audition Committee members of audition date(s) approximately three (3) months prior to the audition. If the Principal of the section being auditioned is serving on the Audition Committee he will be asked, but may decline, to serve as Chair. If the Principal agrees to serve as Chair he will provide required Audition Committee members the opportunity to view and provide feedback on the audition repertoire list prior to presenting it to the Music Director. If the Principal of the section being auditioned declines to serve as Chair or is not serving on the Audition Committee, then the required Audition Committee members shall make best efforts to meet within one week of being formed to select a Chair and to discuss the audition list, to be presented to the Music Director. Approximately two (2) months prior to the audition elections will be held to fill any remaining Audition Committee positions. The full audition Committee is expected to stay and be engaged until a hiring decision is reached. Once an Audition Committee is formed, service shall be considered an obligation of the musicians, release from which may be obtained only in the case of an emergency or to take the audition in question. Musicians wishing to be released from the Audition Committee to take said audition must notify the Musicians' Committee no later than forty-five (45) days prior to the audition. Any musician agreeing to serve as Chair will forfeit the option to be released to take said audition.
2. Any member auditioning for a position shall not serve on the Audition Committee for that position.
3. Probationary Members, except Principals, or members who have received notice of non-renewal, shall not serve on Audition Committees.
4. The spouse or significant-other of an audition applicant is not eligible to serve on the Audition Committee for that audition.
5. For each audition the Personnel Manager shall serve as proctor if at all possible. Otherwise, a proctor, who is not a member of the same section and who is not a member of the Audition Committee, shall be chosen by Symphony Management.
6. All members of Audition Committees plus the proctor, if such proctor does not carry staff responsibilities, shall receive fifty dollars (\$50.00) for each day (up to eight (8) hours duration) served on an Audition Committee. Additional time shall be compensated at ten dollars (\$10.00) per hour, or the auditions may be spread over two (2) days.

**D. Makeup of Audition Committees**

**1. Non-Titled String Auditions**

Audition committees for non-titled string auditions shall be comprised of nine (9) Tenured Members: all titled members of the affected section (required), Principal strings, and additional complement comprised of members of the affected section elected by the orchestra. Remaining positions will be

filled by members from affiliated sections. Principal strings who do not play in the affected section will be asked to serve on the audition committee but may decline. In the event that a Principal does decline to serve, his position shall be filled by a member of his section. In the event that a Principal does decline to serve, members of his section will be asked to serve but may decline.

2. Titled String Auditions

Audition committees for titled string auditions shall be comprised of nine (9) Tenured Members: all remaining titled members of the affected section (required), Principal strings (required), and additional complement comprised of members of the affected section elected by the orchestra. Remaining positions will be filled by members from affiliated sections.

3. Non-Titled Woodwind Auditions

Audition committees for non-titled woodwind auditions shall be comprised of nine (9) Tenured Members: all members of the affected section (required), Principal woodwinds, a member of the horn section and additional complement comprised of woodwinds and/or horns elected by the orchestra. Principal woodwinds who do not play in the affected section will be asked to serve on the audition committee but may decline. In the event that a Principal does decline to serve, his position shall be filled by a member of his section. In the event that a Principal does decline to serve, members of his section will be asked to serve but may decline.

4. Non-Titled Brass Auditions, except Horn

Audition committees for non-titled brass auditions shall be comprised of nine (9) Tenured Members: all members of the affected section (required), Principal brass, and additional complement comprised of brass elected by the orchestra. Principal brass that does not play in the affected section will be asked to serve on the audition committee but may decline. In the event that a Principal does decline to serve, his position shall be filled by a member of his section.

5. Non-Titled Horn Auditions

Audition Committees for non-titled horn auditions shall be comprised of nine (9) Tenured Members: all members of the affected section (required), Principal brass, one (1) member elected by the orchestra from the woodwind family, and one (1) member elected by the orchestra from the combined woodwind and brass families. Principal brass that does not play in the affected section will be asked to serve on the audition committee but may decline. In the event that a Principal does decline to serve, his position shall be filled by a member of his section. In the event that a Principal does decline to serve, members of his section will be asked to serve but may decline.

6. Titled Woodwind or Brass Auditions, except Horn

Audition committees for titled woodwind or brass auditions shall be comprised of nine (9) Tenured Members: all members of the affected section (required), all Principals of the same instrument family (required), and additional complement comprised of members of the same instrument family elected by the orchestra. For purposes of this section [XII.D.6.] only, horns shall be considered to be members of both the woodwind and brass families.

7. Titled Horn Auditions

Audition committees for titled horn auditions shall be comprised of nine (9) Tenured Members: all members of the affected section (required), Principal brass (required), one (1) Principal Woodwind to be elected by the orchestra, and one (1) member elected by the orchestra from the combined brass and woodwind families.

8. Percussion or Timpani Auditions

Audition committees for percussion or timpani auditions shall be comprised of nine (9) Tenured Members: all members of the percussion section (required), the Principal timpanist (required), and additional complement comprised of titled players from other sections, elected by the orchestra.

#### 9. Harp Auditions

Audition committees for harp auditions shall be comprised of nine (9) Tenured Members: one percussion player and additional complement comprised of titled players from other sections, elected by the orchestra.

#### 10. Exceptions To Committee Configurations

In the event that two auditions are being held concurrently and there are not enough players available to serve in the configurations specified above, the position shall be filled by a member of the orchestra at large elected by the orchestra.

#### 11. Associate and/or Assistant Conductor Attendance

The Associate and/or Assistant Conductor, by virtue of their conducting positions may be present in a non-voting capacity at final auditions at the request of the Music Director.

#### 12. Committee Alternates

An alternate shall be appointed for each committee and will be available by phone, in case of an emergency, until one (1) hour after the audition has begun.

#### 13. Librarian Auditions

The Librarian Audition Committee shall be a five (5) member committee comprised of four (4) tenured musicians (the Principal Librarian or Librarian and three others to be appointed by the Musician's Committee, in consultation with the current Librarian, which must include at least one titled string player) and one staff person to be appointed by the Executive Director.

#### 14. Probationary Principal Member

Notwithstanding the foregoing, a Probationary Principal Member shall serve on the audition committee for any affected section vacancy audition as well as affiliated titled vacancy auditions. For example, a Probationary Principal Trumpet Member shall serve on all audition committees within the trumpet section as well as audition committees for titled horn, trombone and tuba sections.

#### 15. At-Large Openings

In the event all options for Audition Committee make-up have been pursued in the above sections of this article (XXI.D.1- XXI.D.9), any remaining audition committee openings shall be filled by the orchestra at large, through an election as necessary.

### **E. Selection and Screening of Applicants**

1. Any audition for any position may include, but is not required to include, up to four (4) Invited Candidates. A maximum of two (2) candidates may be invited by the Audition Committee and a maximum of two (2) candidates may be invited by the Music Director. Invited Candidates may begin the audition in the Semi-Final round, but may play a preliminary round audition if they choose without hindering their advancement to a semifinal round.
2. Invited Candidates must be notified of invitation no later than forty-five (45) days prior to the audition. If a candidate declines an invitation, the Audition Committee and/or Music Director, respectively, may offer, but are not required to offer, open invitational slots to additional candidates. Every effort shall be made to audition all applicants.
3. In scheduling audition dates for a large number of candidates, Symphony Management shall endeavor to schedule, in advance, for the possibility of holding auditions over two (2) consecutive days. Such scheduling is intended to allow the Audition Committee time to give a fair hearing to each candidate under good conditions.
4. In instances where there are an unreasonably large number of applicants, the Audition Committee shall meet with the Personnel Manager to screen the applicants. The names of the applicants will be removed or covered and the following criteria will be used in selecting candidates to be invited to audition:
  - a. Musicians who currently are playing under a full contract in a regional symphony orchestra, or prominent foreign orchestra;

- b. Jobbing musicians with an outstanding reputation or other significant credentials;
  - c. Any outstanding student with a teacher recommendation stating that in the opinion of the teacher the student is eminently qualified to fill the vacancy that exists in the Symphony.
5. Any applicant may be accepted or rejected based on qualifications. While candidates lacking orchestral experience may not be invited to audition, any applicant will be allowed to audition for the Kansas City Symphony. No candidate will be excluded because of race, sex, age, creed, national origin, religion, disability, sexual preference, political affiliations, or union activities.
  6. Candidates shall be advised of the Symphony's policy to dismiss candidates not meeting the standards of the Symphony at any point during the preliminary auditions.

**F. Audition Procedure**

The selection of the winner will be based solely on the merits of the applicant's audition performance. The Kansas City Symphony will follow the ICSOM Code of Ethical Practices for National Auditions. (See Addendum A) The following will apply to all rounds of auditions:

All applicants will be referred to by number throughout the audition process, without reference to names or résumés, to insure anonymity of the candidates.

Auditions will take place behind a screen.

Candidates may be required to perform solo, excerpts, and sight-reading material.

The parties agree that the confidentiality of the audition process is a goal of primary importance to insure the fairness of all auditions and the general morale of the Symphony. It will be a breach of this policy to discuss auditions or candidates outside of the official audition process set forth herein. Violations will be investigated and may be subject to disciplinary action.

**1. Preliminary Auditions**

- a. Preliminary Auditions shall be held when there are more than five (5) candidates for one vacancy.
- b. The Principal of the appropriate section, if on the Audition Committee, or a chair elected by the Audition Committee shall manage the preliminary auditions which shall be at least three (3) minutes in length and no longer than ten (10) minutes in length. Each auditionee shall play a minimum of the same three (3) short orchestral excerpts.
- c. Each member of the Audition Committee without consultation, discussion, or communication with other members must cast a secret written "yes" or "no" vote, for each candidate, immediately after each candidate's performance in the preliminary round, in answer to the following question: "Should this candidate be advanced to the next round?"
- d. Candidates receiving five (5) out of nine (9) "yes" votes will be advanced to the next round of the audition.
- e. The Music Director may attend Preliminary Auditions, but shall not participate and shall not communicate with candidates or members of the Audition Committee.

**2. Semi-Final Auditions**

- a. If, after preliminary auditions, there are eight (8) or more candidates, a semi-final round will be held. For auditions that occur over two days the semi-final or second round shall begin as close to 3PM on the second day as practicable. Any current non-Probationary (non-Tenure track) member of the Symphony may play in the semifinal round without first playing in the preliminary round. Any such player, solely at their discretion, may choose to play a preliminary round audition without hindering their advancement to the semifinal round.
- b. A semifinal round must occur at any audition in which there are candidates who did not play a preliminary round. The only exception to this will be that current Probationary and Tenured members of the Symphony are not required to play in the semifinal round.
- c. The Audition Committee shall mutually determine which selections are to be played prior

to the beginning of the semi-final round.

d. Discussion is encouraged during all rounds of semi-finals before any vote is taken.

e. Each member of the Audition Committee must cast a secret written "yes" or "no" vote, for each candidate, in answer to the following question: "Should this candidate be advanced to the next round?"

f. Candidates receiving five (5) out of nine (9) "yes" votes will be advanced to the next round of the audition.

### 3. Final Auditions

a. The Music Director shall be present for all final auditions. In the event that an audition is held when the Symphony has no Music Director, another member of the conducting staff may take the place of the Music Director during final auditions. If such a substitution is necessary, the Symphony, the Musicians' Committee and the Artistic Leadership Committee shall mutually agree on the selection of the substitute.

b. Any current Probationary or Tenured Member of the Symphony may play in the first round of finals without first playing in the preliminary or semi-final auditions.

i. In the event of multiple auditions for the same instrument occurring on adjacent days, candidates who advance to the final round of the first audition may be invited to start in the second round of the second audition if the second audition is not for a higher-ranking position.

c. Any audition candidate who advances to a final round may be invited to begin in the semifinal round for any subsequent audition held within the same or following season that is for the same instrument but not of a higher ranking titled position. Any such player, solely at their discretion, may choose to play a preliminary round audition without hindering their advancement to the semifinal round.

d. No final audition shall be held until the field of candidates from all sources is reduced to seven (7) or less, not counting current probationary or Tenured Members of the Symphony. Additional rounds of finals may be held if requested by Music Director. If there is a semi-final round the final round(s) shall begin as close to 6:00 p.m. as practicable.

e. The Music Director and the Audition Committee shall mutually determine which selections are to be played prior to the beginning of final rounds. A chamber music round may be held prior to making a hiring decision for titled positions. The audition committee and Music Director shall mutually determine whether such chamber music round is needed. If needed, the chamber music round shall be held after the qualifying vote has been taken during the final round. The screen may be removed for the chamber music round.

f. Discussion is encouraged during all rounds of finals before any vote is taken. At the conclusion of the discussion each member of the Audition Committee shall cast a secret written "yes" or "no" or "call back" vote for each candidate in answer to the following question: "Is this candidate qualified for employment by the Kansas City Symphony?"

g. Candidates receiving five (5) out of nine (9) "yes" votes from the Audition Committee will be eligible for employment. Candidates receiving five (5) out of nine (9) "no" votes from the Audition Committee will be dismissed. From the candidates receiving five (5) "call back" votes (or a combination of "callback" and "yes" votes equaling five) from the Audition Committee, the Music Director may elect to hear one or more again at his discretion. In the event a call back occurs, another qualifying vote of the Audition Committee will take place that would only affect those candidates called back. Anyone already qualified in the original vote would not be affected by this second vote.

h. Following completion of voting, after consultation with the Audition Committee if he desires, the Music Director may choose whichever eligible candidate he judges to be best qualified for

the position and may designate another qualified candidate, from among those receiving the requisite five (5) out of nine (9) votes, if his first choice does not accept the position.

- i. In the event a Symphony member is selected to fill the open position, the vacancy created by his move may be offered to the next most qualified candidate at the discretion of the Music Director.
- j. Such other qualified candidate (runner-up) may be offered a contract in the event a permanent vacancy occurs within twelve (12) months of the audition date as set forth herein. It is understood that the foregoing may also be applicable to any so qualified candidate (runner-up) from a similar audition held within twelve (12) months of the original audition date. This allowance shall be applicable only for section string position(s). The decision to offer a contract to the runner-up shall be at the discretion of the Music Director after consultation with the Audition Committee. This provision shall not be used for any position in which a winner is not granted tenure by the Music Director, except for the denial solely of early tenure. Accordingly, in the event any Probationary Member is not granted tenure, except in the event early tenure solely is denied, another national audition shall be held to fill the position occupied by the Probationary Member.
  - l. If a winner is selected at the completion of the final audition, a contract shall be offered at that time.

#### **4. Librarian Auditions**

The preliminary round for Librarian auditions shall include a comprehensive test formulated by the members of the Audition Committee. Following completion of the test, the tests will be scored, and candidates with passing scores will move to the next round. In the second round, each candidate shall be interviewed by the Audition Committee. After the interview, the Committee shall vote by secret ballot to determine which candidate(s) move on to the final round. A simple majority in favor will be needed for a candidate to move on. The final round shall consist of an interview with the Audition Committee and the Music Director or his Designate. Following this interview process, the Audition Committee shall vote, again by secret ballot, to determine which candidate(s) are qualified for employment by the Symphony. A simple majority in favor will be needed to qualify a candidate for possible employment. The Music Director, upon consultation with the Audition Committee, may select one of the qualified candidate(s) as the winner. He may also select one or more runners-up from other qualified candidates.

#### **G. Audition for Long-Term Vacancy**

1. When a non-permanent vacancy is known for the following season by February 15, or with approval March 1, such position shall be auditioned in the current season. In the event the Music Director is unavailable or chooses not to attend such audition, he may designate the Assistant Conductor or the Principal of the affected section to serve as his designate at the audition, with a final decision being made by the Music Director in consultation with his designate within 24 hours following the close of the audition.
2. In the event a vacancy for a non-permanent position of up to one season becomes known after March 1 and the Music Director determines it is not practicable to schedule an audition, he shall have the option to appoint a musician for a non-permanent position of up to one season in consultation with the Principal of the section involved. The Music Director shall have final authority with regard to this decision.

#### **H. Permitted Attendance**

The following persons may also attend auditions:

1. One member of the Musicians' Committee, who is not also a member of an Audition Committee, shall be present at all auditions, on a voluntary basis, to consult regarding the interpretation of audition

- procedures. This Musicians' Committee member shall not participate in discussions regarding the qualifications of any applicant or regarding the decision to hire an applicant.
2. Members of Management may attend any part of any audition but shall not participate in discussions regarding the musical qualifications of any applicant or regarding the artistic decision to hire an applicant. Non-musical or non-artistic concerns may be properly brought by said members of Management to the attention of the Music Director and/or Audition Committee at the final auditions.
  3. Musicians at large who are providing logistical support backstage and at check-in are not permitted to attend or observe any portion of the audition process.

## **XXII. PERSONNEL MANAGER / ASSISTANT PERSONNEL MANAGER / LIBRARIAN / ASSISTANT LIBRARIAN**

### **A. Personnel Manager/Assistant Personnel Manager**

All traditional and customary personnel matters shall be handled through the Personnel Manager, who is the immediate representative of Symphony Management at all services. In instances where the Personnel Manager is not present, the Assistant Personnel Manager shall assume the same responsibilities. In accordance with this Agreement, the Personnel Manager shall be responsible for timekeeping and attendance at all services, for posting schedules, rehearsal order and programs and for notification of the appropriate section leader in cases of leave. Compensation for Personnel Manager/Assistant Personnel Manager shall be separately negotiated above the contracted compensation for performance if he is also a musician/member of the Symphony.

### **B. Librarian/Assistant Librarian**

The librarian(s) shall be responsible for the marking of parts, (including bowings, which are to be determined by the Principals and submitted to the librarian(s) as soon as possible). Marked parts shall be made available to musicians two (2) weeks prior to the first rehearsal, unless prevented by circumstances beyond the control of Symphony Management. All parts to be played at a given service shall be placed in the correct folder and put on the appropriate stand at least thirty (30) minutes prior to the beginning of the service. Changes, copies or improvements in the parts shall be made by the librarian(s) when deemed necessary by the Conductor. The librarian(s) will make every effort to honor requests of individual players, and will perform all other duties relevant to rental or purchase of the required music and the orderly maintenance of the library. Compensation for the librarian(s) shall be separately negotiated above the contracted compensation for performance if he is also a musician/member of the Symphony.

## **XXIII. RENEWAL OF AGREEMENT**

### **A. Term**

This Agreement shall become effective on July 1, 2014 and remain in effect until June 30, 2017. During the term of this Agreement there shall be no strike, including sympathy or unfair labor practice strike, or concerted refusal or failure to perform on the part of the musicians, and no lockout on the part of the Symphony. Nothing herein shall require a musician to cross a lawful primary picket line established by the American Federation of Musicians or a local thereof.

The intent and spirit of this Agreement is to approach issues in a collaborative spirit, and to resolve those issues by mutual agreement as an ongoing process. During the term of this Agreement there shall be no reduction in the compensation, benefits, or other terms of employment set forth herein absent mutual agreement of the parties.

**B. Reopening**

The parties have agreed upon terms for the 2014-15 through the 2016-17 seasons. All other terms and conditions set forth in the existing agreement shall remain unchanged. The parties agree to negotiate for changes in this Agreement beginning in January prior to the start of the season at the end of which the terms of this Agreement will expire, , as follows:

1. Beginning in January of the previous year, , the parties shall enter into negotiations with respect to any proposed changes in the provisions of this Agreement to be effective during future seasons.

It is the goal of the Symphony and of the Union, while maintaining the financial stability of the Symphony, to increase compensation and benefits to the members of the Collective Bargaining unit, these details to be negotiated in the above-mentioned sessions.

The parties mutually agree that gathering and consideration of information from comparable orchestras is valuable and desirable. Best efforts will be made to identify a peer group of orchestras and obtain meaningful information on such orchestras. In doing so, such factors including, but not limited to, as overall budget size, length of season, numbers of contracted players, and major sources of funding will be considered.

If either party desires assistance with the negotiations, they may enlist the services of a mediator and/or a fact finder to be mutually agreed upon, or in the absence of an agreement to be appointed by the Federal Mediation and Conciliation Service. The Union, the mediator, and the fact finder shall have access to all of the Symphony's financial records including projected budgets.

If by February 1, 2017, the parties have not reached agreement then either party may file for arbitration through the procedures of the FMCS. The issue before the arbitrator shall be: Is the Symphony reasonably and financially able to meet the Union's latest proposal? If the arbitrator answers the question in the affirmative, the Symphony shall comply with the arbitrator's decision and said decision shall become the terms of the new agreement for a period not in excess of one year, unless the Board of Trustees of the Symphony determines, in its discretion, that compliance will pose a serious risk to the financial stability of the Symphony. If the parties reach a timely agreement regarding the provisions to be effective during future seasons, then the term of this Agreement shall automatically be extended for a period of additional years equal to the length of the agreement reached. Nothing herein shall prevent the parties from amending the remaining provisions of this Agreement by written agreement. Either party may request that the mediator or fact finder referenced above issue a written, non-binding recommendation regarding proposed changes in the remaining provisions.

The expenses, if any, of any mediator, fact finder, or arbitrator shall be borne equally by the Symphony and the Union.

**XXIV. FORCE MAJEURE**

In the event it becomes impossible to continue the series of concerts and rehearsals provided for under the terms of this Agreement by reason of any act of nature such as fire, flood or pestilence, or because any of the rules or regulations promulgated by federal, state or municipal authorities, of a civil or military nature, or for any other reason beyond the control of the Symphony, then the Symphony will have the right to cancel the season upon the payment of stipulated compensation to the date of such cancellation. The Symphony will make every reasonable effort to continue the season. Any such cancellation of a single season, or part thereof, shall have no effect on the remaining seasons covered by this Agreement; rather, unless notice to the contrary is given by the Symphony prior to

or during subsequent seasons, this Agreement shall be deemed in effect during subsequent seasons.

It is the intention of the Symphony to continue the scope of its activities and the period of employment of the musicians. There may be circumstances, however, in the judgment and discretion of the Symphony, when its financial condition does not justify the completion of a season. If such circumstances exist as determined by a resolution duly adopted by the Executive Committee of the Symphony's Board, then the Symphony shall have the right to cancel the season upon the payment to the musicians of stipulated compensation to the date of such cancellation. Any such cancellation of a single season, or part thereof, shall have no effect on the remaining seasons covered by this Agreement; rather, unless notice to the contrary is given by the Symphony prior to or during subsequent seasons, this Agreement shall be deemed in effect in subsequent seasons. In the event the Symphony cancels a season or part thereof for reasons set forth in this paragraph, and does not resume operations at the beginning of the next season, the Union may give thirty (30) days notice of reopening this entire Agreement upon such failure to resume operations.

In the event of cancellation pursuant to this section, the Symphony will make its best effort to give as much notice as possible of the cancellation of the season, but in no case will it give less than thirty (30) days notice to the Musicians' Committee and the Union of such cancellation or, if such notice is not available, thirty (30) days pay to each musician or such amount, if greater, which may be required by Federal law. At the earliest possible date, a meeting will be held between representatives of the Symphony, the Musicians' Committee and the Union to discuss the reasons for such cancellation, including a full and frank discussion of the circumstances leading to the decision. Either party may request the services of a mediator or fact finder and the parties will meet to discuss proposals which might permit continuation of the season. The mediator or fact finder may, upon the request of either party, issue a report stating whether cancellation is appropriate based on the Symphony's financial condition. If any proposal which would permit continuation of the season is ratified by the Musicians and the Symphony's Board, the notice of cancellation will be withdrawn.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this first day of May, 1998 and further agreed to and accepted on the 9th day of November, 1999, and further agreed to and accepted on this 25th day of November, 2003, and further agreed to and accepted on this 31<sup>st</sup> day of May, 2007, and further agreed to and accepted on this 4<sup>th</sup> day of June, 2009.

<b>KANSAS CITY SYMPHONY</b> <b>Kansas City, Missouri</b>	<b>KANSAS CITY FED. OF MUSICIANS</b> <b>Local 34-627, AFM</b>
<u>Management Negotiating Committee (1998)</u>  Roland Valliere, Executive Director	<u>Musicians' Negotiating Committee (1998)</u>  Richard Albrecht, Sec.-Treas., Local 34-627 David Everson, Chair, Musicians' Committee Shannon Finney, Musicians' Committee Tim Jepson, Musicians' Committee Jacqueline Michell, Musicians' Committee Brian Rood, Musicians' Committee
<u>Management Negotiating Committee (1999)</u>  Roland Valliere, Executive Director	<u>Musicians' Negotiating Committee (1999)</u>  Brian Rood, Chair Alexander East Timothy Jepson Matthew Rombaum Kristin Velicer Shannon Finney, ex officio

<u>Management Negotiating Committee (2003)</u>  Frank Byrne, General Manager David Clark, Personnel Manager Barbara Tate, Director of Business Operations	<u>Musicians' Negotiating Committee (2003)</u>  Brian Rood, Chair Kelly Cornell Tim Jepson Ted Nelson Neil Samples Janelle O'Brien, ex officio
<u>Management Negotiating Committee (2007)</u>  Frank Byrne, Executive Director Andrew Birgensmith, General Manager David Clark, Personnel Manager Barbara Tate, Director of Business Operations Jeff Place, Attorney at Spencer Fane	<u>Musicians' Negotiating Committee (2007)</u>  Brian Rood, Chair Kristi Velicer Kelly Cornell Matt Johnson Alex East Dorris Dai Janssen Dick Albrecht, Local 34-627 Rep Susan Martin, Attorney
<u>Management Negotiating Committee (2009)</u>  Frank Byrne, Executive Director Andrew Birgensmith, General Manager Robb Aistrup, Personnel Manager Barbara Tate, Director of Business Operations Jeff Place, Attorney at Spencer Fane	<u>Musicians' Negotiating Committee (2009)</u>  Brian Rood, Chair Sean Brumble Stephen Multer Kristi Velicer Matt Johnson Tim Jepson Dick Albrecht, Local 34-627 Rep Susan Martin, Attorney
<u>Management Negotiating Committee (2013)</u>  Frank Byrne, Executive Director Emma Kail, General Manager Barbara Tate, Director of Business Operations Rebecca Martin, Director of Artistic Operations Justin White, Personnel Manager Matthew Henderson, Assistant Personnel Manager Rhett Del Campo, Assistant to the Executive Director David Wing, Attorney at Spencer Fane	<u>Musicians' Negotiating Committee (2013)</u>  Brian Rood, Chair Kristi Velicer Shannon Finney Stephen Multer Roger Oyster Dick Albrecht, Local 34-267 Rep Susan Martin, Attorney

The individuals signing below agree to all the provisions and attachments set forth in this agreement for the 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, & 2016-2017 Seasons.

\_\_\_\_\_  
Frank Byrne  
Executive Director, Kansas City Symphony

\_\_\_\_\_  
Brian Rood  
Chair, Musicians' Negotiating Committee

## **ADDENDUM A:**

### **CODE OF ETHICAL PRACTICES FOR NATIONAL AND INTERNATIONAL AUDITIONS**

#### **Purpose and Scope of Code**

It is of utmost importance to musicians, managers, and conductors that auditions be conducted in accordance with guidelines ensuring competition that is fair to all who audition while providing the best results for orchestras seeking musicians.

Therefore, the American Federation of Musicians (AFM), the International Conference of Symphony and Opera Musicians (ICSOM), and the Major Orchestra Managers Conference (MOMC) propound the following ethical and fair audition practices to which all parties should adhere, subject to local contractual considerations.

#### **I. Preparation for Auditions**

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

#### **II. Conduct of Auditions**

- a. In preparing for and conducting auditions, all participants should be aware of policies and procedures governing those auditions, including this code.
- b. Although the existence and composition of an audition committee and the nature and extent of its participation in auditioning and hiring is determined locally, musicians' involvement should at least include the initial screening of applicants.
- c. Applicants should not be disqualified from auditioning on the basis of information about them obtained from current or previous employers or from other institutions to which they have applied.
- d. Auditionees should be given sufficient time and, to the extent possible, adequate private facilities in which to warm up and practice. Parts supplied by the orchestra for auditions should be in good condition, legible, and clearly marked as intended to be played at the audition.
- e. There should be no discrimination on the basis of race, sex, age, creed, national origin, religion, or sexual preference; steps ensuring this should exist in all phases of the audition process.
- f. There should be reasonable accommodation for the handicapped.
- g. Auditionees should be given opportunity and encouragement to comment, anonymously if desired, to the audition committee and management about the audition process.
- h. Auditionees should be notified of their status in the audition process immediately upon such

determination. Candidates under active consideration after auditions are completed should be so notified and given an estimated time of final decision.

- i. Auditionees should be informed prior to auditions of the orchestra's policy regarding reimbursement of auditionees' expenses for additional stay or travel incurred at the request of management.

#### **Administration and Review of Code**

A joint committee of representatives of the Major Orchestra Managers Conference, ICSOM, and the AFM Symphony Department shall be established to oversee and review this code periodically.

(Published in Senza Sordino Volume 23 #2, December 1984)

**ADDENDUM B:**

**MEMORANDUM OF UNDERSTANDING**

Ratified on 8/99

This Memorandum of Understanding is entered into on August 13, 1999, between the Kansas City Symphony ("Symphony") and Local 34-627 of the American Federation of Musicians ("Union").

The parties agree that, under Article VI.a of the current Agreement between the parties, the Symphony has the obligation to maintain at least eight Co-Principal/Associate positions within various designated sections or other sections may be mutually agreed. The parties also agree that the Symphony has the right to maintain more than eight such Co-Principals/Associate positions and upgrade positions without adding headcount.

The Symphony and Union further agree that, for some period of time prior to this Memorandum of Understanding, Kathy Haid has performed on a regular basis in the position of Associate Principal (Second Violin) and Nancy Newman has performed on a regular basis in the position of Associate Principal (Bass) without having their positions formally recognized with the appropriate title of Associate Principal.

In light of the foregoing and in light of the Symphony's right to maintain more than eight Co-Principal/Associate positions, the Symphony and Union hereby agree that it would be appropriate to upgrade Kathy Haid's title to Associate Principal (Second Violin) and to upgrade Nancy Newman's title to Associate Principal (Bass), effective with the 1999-2000 season.

The parties acknowledge that, with the foregoing changes, the Symphony will have ten Co-Principal/Associate positions among the sections designated in Article VI.a. The parties also acknowledge that these ten positions will be within those sections designated in said Article VI.a (that is, first and second violin, viola, cello, flute, oboe, clarinet, horn, trumpet or such other sections as may be mutually agreed, including the bass section by mutual agreement). In addition, and as is applicable to all titled positions, the parties agree that the Symphony's right to demote or reduce the responsibility/title of a musician holding any of said ten Co-Principal/Associate positions is subject to Article XVIII of the Agreement.

This Memorandum of Understanding does not set precedent nor should it be construed as setting any type of precedent for future titling or upgrading of positions or any process related to same.

**KANSAS CITY SYMPHONY**

**LOCAL 34-627 – AMERICAN FEDERATION  
OF MUSICIANS**

By: \_\_\_\_\_  
Printed Name: Roland Valliere  
Title: Executive Director

By: \_\_\_\_\_  
Printed Name: Shannon Finney  
Title: Chair, Artistic Leadership Committee

**ADDENDUM C:**

**CONCERTMASTER AUDITION SIDE LETTER**

Ratified on (date)

**Side Letter to the Collective Bargaining Agreement Between the  
American Federation of Musicians, Local 34-627  
and the  
Kansas City Symphony**

This will confirm that the parties have agreed as follows:

The audition procedure as stated in the Collective Bargaining Agreement stands with the following changes. These changes apply only to the auditions to fill the vacancy created by the departure of Concertmistress Kanako Ito in the 2010-2011 season. This side letter supersedes any existing side letter regarding the Concertmaster audition.

Section XXII.

**B. 1. Concertmaster Audition**

1. Audition Committee

- a. The Audition Committee for Concertmaster shall be comprised of the following fifteen (15) Symphony musicians: four Principal strings (required), Associate Concertmaster (required), two elected musicians from the first violin section, one elected musician each from the second violin, viola, cello and bass sections, and four elected musicians from the Woodwind/Brass/Percussion/Harp sections, of which at least one is a woodwind and one is a brass. In the event that there are not enough string players elected from any one section, the resulting position shall be filled from the string section at large.
- b. Probationary Members and members who have received notice of non-renewal shall not serve on the Concertmaster Audition Committee.
- c. Three alternates shall be chosen from the resulting elections: one titled string player, one wind/brass/percussion player and one section string player.
- d. The chair shall be elected by the Audition Committee and shall be someone familiar with the orchestral violin repertoire.

2. Candidate Selection

- a. The Audition Committee shall solicit recommendations of highly qualified candidates from members of the Kansas City Symphony. The Audition Committee and the Music Director shall invite up to four (4) candidates to play trial weeks with the Kansas City Symphony. These candidates shall be selected by mutual agreement, except that one of the candidates may be selected at the sole discretion of the Music Director. The Audition Committee and the Music Director may also designate one or more alternates. The Executive Director will call each of the candidates to determine their availability and interest in the position, to solicit resumes, and to make a formal invitation.
- b. The Symphony shall place an ad in the International Musician and publicize the vacancy in other appropriate venues, with an application deadline of May 1, 2010. The Audition Committee and Music Director will then screen resumes and invite a number of candidates to come to an initial

audition to be scheduled during the week beginning June 14, 2010.

- c. The initial audition in June will be conducted without a screen, and will include resume information for each candidate. The audition procedure may include multiple rounds including the possibility for chamber music, if mutually agreed upon.
- d. After hearing and discussing the candidates, each member of the audition committee will cast a secret written "yes" or "no" vote for each candidate in answer to the following question: "Should this candidate be invited to play a trial week with the Kansas City Symphony?"
- e. Following completion of voting, the Audition Committee and the Music Director shall discuss any candidates who received 8 out of 15 "yes" votes and the Music Director shall choose a maximum of four (4) candidates to invite to play a trial week with the orchestra. If more than four candidates receive at least eight (8) votes, the Music Director may, at his discretion, designate alternates to invite in the event that candidates are not available for a trial week.
- f. If fewer than four (4) candidates receive at least eight (8) votes, the Audition Committee and the Music Director may mutually decide to increase the number of invitation-only candidates.

### 3. Audition Repertoire

- a. The Chair of the Audition Committee, with input and involvement from the entire committee, shall work with the Music Director to determine repertoire lists for the auditions.
- b. The list for the initial audition in June should consist of at least one standard solo, orchestral excerpts, and may include chamber music if the Audition Committee and the Music Director so choose. This list must be included with invitations to the audition, and may not be changed once it has been sent out.
- c. The list for the final audition to take place during the candidate's trial week should include solo repertoire and orchestral repertoire, and may include chamber music, sonata, or other recital repertoire. This list must be the same for all candidates and may not be changed once it has been sent out.
- d. The Audition Committee and the Music Director will also select an orchestral work for trial-week candidates to perform in rehearsal with the orchestra during their trial week. This selection will be brief and will use a standard instrumentation and will be the same for each trial-week candidate.

### 4. Audition Procedure

- a. Candidates who have been invited to play a trial week will henceforth be referred to as "trial-week candidates".
- b. All trial-week candidates will serve as Concertmaster with the Kansas City Symphony for one Classical Series week which the Music Director is conducting. Each trial-week candidate will provide bowings for all music performed during their trial week, except music for which the Music Director has provided bowings. During each trial week, the orchestra will also rehearse the selected orchestral work.
- c. In addition, all trial-week candidates will play an audition for the Audition Committee and the Music Director during the week they serve as Concertmaster. Members of the orchestra who are not on the Concertmaster Audition Committee may listen to and observe these auditions but may not participate in any way.
- d. Upon completion of the above two items, all Symphony musicians will have the opportunity to provide written feedback to the Audition Committee regarding the trial-week candidate. The Audition Committee and the Music Director will meet to discuss each trial-week candidate's performance and the orchestra's feedback.

- e. The Audition Committee will then vote by secret ballot to determine if a trial-week candidate should be considered for employment with the Kansas City Symphony. Any trial-week candidate who receives eight out of fifteen votes may be considered by the Music Director for employment. Any trial-week candidates not receiving at least eight out of fifteen votes will be notified promptly that they are no longer being considered.
- f. After all trial-week candidates have completed the audition, the Audition Committee and the Music Director will meet to discuss any trial-week candidate who has received at least eight votes. In no instance shall a final decision be made until all trial-week candidates have completed the full audition process. All trial-week candidates will be notified of the final decision in a timely manner.
- g. If a final decision is not reached, the Audition Committee and Music Director may decide, by mutual agreement, to invite one or more candidates back for an additional trial week.
- h. The Music Director will notify the Audition Committee and the Personnel Manager immediately upon making a final decision.

5. All candidates who are invited to play a trial week will be provided with air and ground transportation, per diem, and compensation equivalent to double base scale for the week in which they audition.

**ADDENDUM D:**

**LYRIC OPERA AND KANSAS CITY BALLET ARCHIVAL/GRANT VIDEOTAPE**

**MEMORANDUM OF AGREEMENT  
ADDENDUM (H) TO MASTER AGREEMENT BETWEEN  
AMERICAN FEDERATION OF MUSICIANS LOCAL 34-627  
and the  
KANSAS CITY SYMPHONY**

The Lyric Opera and Kansas City Ballet shall have the right to videotape the final dress rehearsal and/or performance(s) of each production for archival purposes, subject to all of the following restrictions and limitations:

1. The Orchestra Committee and Local 34-627 A.F.M. shall receive advanced written notice of the Employer's, Opera's and/or Ballet's intent to create or allow the creation of archival videotapes.

2. Videotapes produced under this provision shall be used only for the following purposes, and no other:

(A) To be studied by the artistic director, stage director, assistant stage director, and/ or choreographer for restaging and revivals of existing productions.

(B) To be used by the artistic director, stage director, assistant stage director, choreographer, and singers as a staging aid.

(C) The recording made under this provision shall, at the time it is made, have the words "archival tape" superimposed upon the entire width of the screen, in letters at least one-tenth of the screen height, not less frequently than every ten seconds, unless some other manner of marking and identifying the videotape is agreed to by the Employer and the Union.

3. Once per calendar year, the Lyric Opera and the Kansas City Ballet may make one grant application tape each for the exclusive purpose of fundraising without additional compensation to the musicians. Such tape shall be created from previously existing archival tapes made during that season. Such tape may not contain a complete work, composition, or movement. Grant tapes may not be used as evidence in any demotion or disciplinary proceeding. Within ten days following the completion of such grant tape, the Local Union shall be provided with it full personnel list of all musicians participating in the service during which the grant recording was created. Once released, the Local Union shall be provided a copy of the tape. The Local Union reserves the right to request verification of the specific requirements of any grant entity.

4. All videotapes created under this Agreement shall be clearly marked "Promotional Use Only -Not for Sale or Broadcast."

5. No videotape produced under this provision shall be copied by the Symphony, nor shall the Symphony, Kansas City Ballet or Lyric Opera permit any person to make a copy of such tape, except for the copy to be made under the situation described in paragraphs 2 (A), (B), and 3 above.

6. The Symphony shall not use any recording created under the terms of this Agreement as evidence in any dismissal demotion, or disciplinary proceeding.

7. All videotapes shall be stored under the direct possession and control of the Applicable organization (Symphony, Lyric Opera or Kansas City Ballet) who shall be responsible for the storage and use of all such tapes.
8. Camera (s) must be focused solely on the singers or dancers. Under no circumstances shall the musicians be videotaped.
9. Only monophonic sound recording shall be used for any videotape.

Should any recording created under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, including, but not limited to grant application, displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local, national or foreign broadcast, internet, phonograph records, promotional or commercial announcements, or background music for any type, of sound or film program, the Employer shall enter into and fulfill all conditions required by the appropriate agreement of the American Federation of Musicians, including but not limited to, payment of two hundred percent (200%) of the prevailing wages and allied fringe benefits outlined therein.

ACCEPTED:

THE KANSAS CITY SYMPHONY

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

Frank Byrne,  
Executive Director

ACCEPTED:

KANSAS CITY FEDERATION OF  
MUSICIANS LOCAL 34-627, AFM

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

Richard Albrecht  
Secretary-Treasurer Local 34-627

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

Brian Rood  
Chair, Musicians' Negotiation Committee

**ADDENDUM E:**

The parties recognize the improvements made in health insurance coverage under the current agreement. During the term of this agreement, in the event that a Musician notifies the Musicians' committee that they are in a long-term same-sex relationship that has either been recognized by marriage in a state that recognizes same-sex marriage, or that would meet the requirements for establishing common law marriage between heterosexual couples living in the State of Kansas, then upon request by the Musicians' Committee the parties agree to meet and confer in good faith on the issue of providing family health insurance coverage to said Musician.

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**Brian Rood**  
Chair, Kansas City Symphony Musicians' Committee

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**Frank Byrne**  
Executive Director, Kansas City Symphony

**ADDENDUM F:**

**ARTIST, CONDUCTOR and COMPOSER STUDY TAPE REQUESTS**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
KANSAS CITY SYMPHONY MUSICIANS' ASSOCIATION, LOCAL 34-627  
AND  
KANSAS CITY SYMPHONY  
2007-08 through 2016-17 SEASONS**

The following terms and conditions shall apply to any recordings made and distributed for study purposes only. This agreement shall pertain only to the creation of audio tape(s)/compact disc(s).

Except as otherwise explicitly provided in this agreement or in the Kansas City Symphony Master Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of rehearsal or performance in any manner or by any means whatsoever, by the Symphony, or by any other person(s), in the absence of a specific written agreement with the Union.

All artists, conductors and composers who receive a tape under this provision must sign a personal use/study tape agreement, a copy of which will be forwarded to the Musicians' Committee and Local, in which they agree they will not duplicate the tape, nor use it for any reason other than for personal study.

- A. Symphony Musicians shall be granted one (1) study tape for personal use.
- B. Tapes requested by soloists, conductors and composers, whose performances are being considered for broadcast use, must submit a tape request to the Union Steward and Orchestra Committee no later than the beginning of the week of their performance. Any requests following performances shall also be submitted to the Musicians' Committee for consideration. Decisions by the Musicians' Committee shall be communicated to the Association as soon as possible following deliberation. Tapes may not be duplicated for distribution to managers, publishers, etc.
- C. Young artists (i.e., concerto competition winners) shall be granted one (1) study tape for personal use. Parents must be advised prior to performance that videotaping of performances will not be allowed.

For those tapes requested by all soloists, conductors and composers, the Association shall provide the Musicians' Committee and Local with an accurate accounting which shall consist of the repertoire included on the study tape, the name of each musician involved, and the date the recording was created.

No recording, other than Classical Series Concerts, shall be done without prior notification to the orchestra.

The Symphony will not permit duplication of such tapes, nor will the parties allow any use of such tapes for purposes other than for study purposes.

Tapes shall not ever be used as evidence in any disciplinary or dismissal proceedings.

No tape may be used to displace musicians in rehearsal or performance; as demonstration or marketing of services or product by any group or individual; in a local, national, foreign or Internet broadcast; on sound recordings; as a promo or commercial announcement; or as background music of any type of sound or film program. Should a tape be used for any of the above prohibited ways, the Symphony shall fulfill all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

This agreement shall remain in full force and effect as long as any product created under its terms and conditions exists, notwithstanding termination of this agreement. Further, nothing in this agreement shall in any way set a precedent for future agreements between the Union and the Employer.

**ACCEPTED AND AGREED:**

**DATE:** \_\_\_\_\_

**ACCEPTED AND AGREED:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Musicians' Negotiating Committee Chair**

\_\_\_\_\_  
**AFM, LOCAL 34-627**

\_\_\_\_\_  
**SYMPHONY (SIGNATURE)**

\_\_\_\_\_  
**NAME & TITLE (PRINT)**

## **ADDENDUM G:**

### **SIDELETTER for SYMPHONY IN THE FLINT HILLS 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, & 2017**

The Symphony shall install and use a "Saddle Span/SA80" type tent structure that is closed on three sides with an opening at the front of the stage area. Such opening shall be positioned in such a manner to keep direct sunlight from reaching any Musician at any time during a service.

The Symphony shall make every effort to provide air-conditioning in the "Saddle Span/SA80" structure whenever the on-stage temperature is expected to be in excess of 90 degrees at any point during the performance and/or sound check. If the on-stage temperature cannot be regulated to a maximum of 92 degrees the following temperature premiums shall be paid to each Musician scheduled to perform.

1. An on-stage temperature of 90-92 degrees shall be considered a "grace period" and no additional compensation shall be required.
2. When the on-stage temperature reaches 93-94 degrees \$25/Musician shall be paid per hour, or any portion thereof, of scheduled service call time to include concert/sound check.
3. When the on-stage temperature reaches 95-96 degrees \$50/Musician shall be paid per hour, or any portion thereof, of scheduled service call time to include concert/sound check.

When the on-stage temperature exceeds 96 degrees the Symphony and Musicians' Committee shall meet to discuss the situation and may mutually agree upon an additional temperature premium or other course of action.

Under no circumstances shall any Musician, individually or collectively, be requested or required to perform a concert or sound check when the on-stage temperature reaches 100 degrees or higher.

The average of four thermometers' readings shall be deemed the official temperature, which shall be used to calculate the temperature premiums paid to Musicians. The four thermometers shall be placed in the following areas of the Saddle Span structure; one in the trumpet/ trombone row, one in the oboe/flute row, one in either the first or second violin section and one in either the cello or viola section. Such thermometers shall be placed on the fixed center post of the appropriate music stands, just under the stand desks.

If any Musician(s) feels that conditions constitute a danger to the Musician's health and/or instrument, such Musician(s) may consult with the Personnel Manager and Musicians' Committee concerning such problem. The Symphony will continue its long standing practice of releasing such Musician(s) from the service under such conditions.

The Symphony shall provide adequate separate dressing rooms (including outdoor tents) adjacent to the performing site for all Musicians. In the event that these facilities are not air-conditioned the Symphony shall park at least one air-conditioned, first-class motor coach adjacent to the performance site and dressing rooms for use by the Musicians as conditions warrant. An adequate number of rest rooms (including port-a-potties) shall be provided adjacent to the performance site for use by the Musicians.

Transportation to and from the actual performance site shall be by air conditioned, first-class motor coach unless different arrangements are agreed to by the Musicians' Committee at least (4) four weeks in advance of the scheduled event.

The scheduled arrival time at the actual performance site shall not be earlier than (60) sixty minutes prior to the start of the sound check and/or performance, whichever is scheduled earlier unless different arrangements are agreed to by the Musicians' Committee at least (4) four weeks in advance of the scheduled event.

Agreed to on this date, November 6, 2006

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Frank Byrne  
Executive Director, Kansas City Symphony

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Brian Rood  
Chair, Musicians' Committee

## **ADDENDUM H:**

### **SIDE-LETTER REGARDING MATERNITY AND PATERNITY LEAVE**

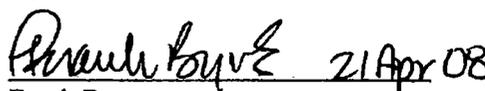
1. This addendum is intended to clarify the use of maternity and paternity leave (bonding leave) under Article XIV.D. Under the FMLA, maternity and paternity leave must be taken in a single block of time. The parties hereby mutually agree that all musicians shall have the option of taking leave for the birth and care of a child or following placement of a child for adoption or foster care in the musician's home either in a single block of time or in two blocks of time, as described below.
2. Musicians who elect to use leave in two blocks of time must use the first block of time to cover an initial week of leave commencing with the birth or placement of the child. The musician shall return to work immediately following this initial week of leave time, except that the leave shall be extended and charged against the musician's available leave time if returning to work precisely after one week of initial leave would return the musician to work at a time when the musician would be ineligible to perform in an upcoming performance because he or she had missed more than fifty percent (50%) of the practice sessions devoted to preparing for the performance. Where it is necessary to extend the initial leave period to return the musician to work after a performance for which he or she would not be eligible, the musician shall have the option either to use accrued sick leave or personal days to cover the pay for the extended leave days, or to take unpaid leave.
3. After this initial leave period, the musician may then take any remaining available leave in one additional block of consecutive days. This second leave period must be planned so that the musician will be eligible to participate in any performance scheduled after the musician's leave time has been exhausted. Further, this second leave period cannot be scheduled in such a way that it would fall on both sides of the summer layoff weeks, which would effectively break the leave into three intermittent periods in contravention of this addendum.
4. The musician shall have the right to use accrued paid sick leave and/or personal days to cover all leave periods, or to instead take unpaid leave.
5. All leave for the birth and/or care of a child, and all leave following the placement of a child for adoption or foster care in the musician's home, must be concluded within twelve (12) months after the birth or placement.
6. Vacations will not count as covered leave time. Any musician on paid leave (i.e. using sick leave and/or personal days) both before and after the vacation week(s) will be paid for the vacation days. Any musician on unpaid leave either immediately before or after the vacation week(s) will not receive any pay for the vacation week(s).
7. Consistent with FMLA regulations, any holidays falling during paternity/maternity leave will count against the musician's allotted leave time. Any musician on paid leave (i.e. using sick leave and/or personal days) both before and after the holiday will be paid for the holiday without needing to use any accrued paid leave for that day. Any musician on unpaid leave either immediately before or after the holiday will not receive any pay for the holiday.
8. As set out in the FMLA regulations, when the need for leave is foreseeable, as is ordinarily the case in situations involving the birth or adoption of a child, the employee requesting leave must provide as much advance notice as is reasonably practicable of the anticipated date of the leave. Normally, notice of the anticipated request for leave should be given at least thirty (30) days in advance.

9. If an individual case arises in which management, the Musician's Committee, and the individual musician all agree in writing, in advance of the commencement of leave, that it is in the interest of all parties for the leave to be taken on a schedule different than that set out in Paragraphs 2 & 3 above, the parties may agree to a special leave schedule for that particular situation. Any such departure from the specific terms of this Addendum shall take place only upon mutual written agreement of all parties, and shall not set any precedent or be referred to in dealing with any other leave request situation.

Agreed to on this 15 day of March, 2008



Brian Rood  
Chair  
Musicians' Committee



Frank Byrne  
Executive Director  
Kansas City Symphony

**ADDENDUM I:**

**MEMORANDUM OF UNDERSTANDING**

Ratified on 2/09

This Memorandum of Understanding is entered into on February, 2009 between the Kansas City Symphony ("Symphony") and Local 34-627 of the American Federation of Musicians ("Union").

The parties agree that, under Article VI.a and Addendum B of the current Agreement between the parties, the Symphony has the obligation to maintain at least eleven Associate positions within various designated sections or other sections may be mutually agreed. The parties also agree that the Symphony has the right to maintain more than eleven such Co-Principals/Associate positions and upgrade positions without adding headcount. Such an example includes the upgrade of the Second Trombone position to Associate Principal Trombone in 2002.

In light of the foregoing and in light of the Symphony's right to maintain more than eleven Associate positions, the Symphony and Union hereby agree that it would be appropriate to upgrade the Second Percussion position to Associate Principal Percussion, effective with the 2009-2010 season.

The parties acknowledge that, with the foregoing changes, the Symphony will have thirteen Associate positions among the sections designated in Article VI.a. and Addendum B to include trombone and percussion. The parties also acknowledge that these thirteen positions will be within those sections designated in said Article VI.a and Addendum B (that is, first and second violin, viola, cello, bass, flute, oboe, clarinet, bassoon, horn, trumpet or such other sections as may be mutually agreed, including the trombone and percussion sections by mutual agreement). In addition, and as is applicable to all titled positions, the parties agree that the Symphony's right to demote or reduce the responsibility/title of a musician holding any of said thirteen Associate positions is subject to Article XVIII of the Agreement.

This Memorandum of Understanding does not set precedent nor should it be construed as setting any type of precedent for future titling or upgrading of positions or any process related to same.

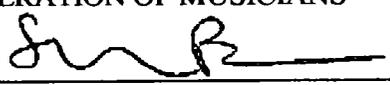
KANSAS CITY SYMPHONY

By:  11 Mar 09

Printed Name: Frank Byrne

Title: Executive Director

FEDERATION OF MUSICIANS

By: 

Printed Name: Sean Brumble

Title: Chair, Musicians' Committee

LOCAL 34-627 - AMERICAN

**ADDENDUM J:**

**LETTER OF AGREEMENT REGARDING PERFORMANCE REVIEWS**

March 11, 2009

This will confirm our agreement reached at our meeting held on January 14, 2009 regarding the procedure the parties desire to be followed for giving notice of official job performance reviews. In the future, if management desires to conduct a performance review, it shall first verbally contact the Chair of the Musicians' Committee. Thereafter, the Chair of the Musicians' Committee will either agree to contact the musician involved or let management know that they should proceed to contact the musician directly either in writing or verbally within the time specified under Article XVI of the CBA. The Chair of the Musicians' Committee and the affected musician may also mutually verbally agree to allow the performance review to be scheduled on less than two weeks notice and, in such event, no claim will be asserted that the advancement of the meeting violates the contract.

Sean Brumble  
Chair, Musicians' Committee

  
Frank Byrne  
Executive Director

**ADDENDUM K:**

**AFM-EPF REHABILITATION PLAN SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement between Local 34-627 ("Union") and Kansas City Symphony ("Employer") supplements the parties' collective bargaining agreement (the "CBA") dated from June 4, 2009 through June 30, 2014.

Effective June 1, 2010, Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated by reference into this Supplemental Agreement.

Specifically, the Employer's contribution rate under the CBA will increase as follows:

Effective June 1, 2010, the Employer's contribution rate will increase from 5% to 5.2%.

Effective on April 1, 2011, Employer's contribution rate will increase from 5% to 5.45%

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth, 5%, (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) the Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

All remaining provisions of the CBA remain in effect to the extent they are consistent with the 2010 Rehabilitation Plan.

AGREED TO this 21st day of May, 2010, by and between:

KANSAS CITY FEDERATION OF  
MUSICIANS LOCAL 34-627,  
AFM

KANSAS CITY SYMPHONY

By: Frank Byrne

Frank Byrne,  
Executive

KANSAS CITY FEDERATION OF  
MUSICIANS LOCAL 34-627, AFM

By: Richard Albrecht

Richard Albrecht Secretary-  
Treasurer Local 34-627

B

Sean Brumble  
Chair, Musicians' Committee

## **ADDENDUM L:**

### **Archival Recording Agreement**

The Kansas City Symphony (hereinafter referred to as "the Symphony") hereby grants to the Musician below access to <ftp://kcsymphony.org> in order to stream audio-only archival recordings (hereinafter referred to as "Recordings") of the Kansas City Symphony of Classical Series performances only, as the Symphony may make available. The Musician and Symphony, mutually agree as follows:

1. These Recordings are for personal study only.
2. These Recordings include performances by others and may not be duplicated, reproduced, transmitted, broadcast, or played in public for any purpose whatsoever.
3. Should any of the Recordings, or any part thereof, ever be utilized for any purpose not explicitly set forth above, including, but not limited to displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local, national or foreign broadcast, Internet, phonograph records, promotional spots or commercial announcements, theatrical or commercial exhibition, or background music for any type of sound or film program, Musician shall obligate him/herself to pay the Symphony for entering into and fulfilling all conditions required by the appropriate agreement of the American Federation of Musicians, as well as all additional costs incurred by Symphony in connection with the utilization of the Recordings.

It is further understood that in the event the Symphony utilizes any recording created under the terms of this Agreement for any purpose not explicitly set forth herein, including, but not limited to grant application, displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local or national broadcast, phonograph records, promos or commercial announcements, foreign broadcast and internet, or background music for any type of sound or film program, the Symphony shall enter into and comply with all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

**ADDENDUM M:**

**Student Composer Listening Sessions**

This addendum specifies the conditions for student composer listening sessions of works read or rehearsed by the Kansas City Symphony or Kansas City Symphony Musicians.

1. The recording must be made by a Kansas City Symphony authorized engineer.
2. After the reading or performance, all masters (cds, files, etc) from the service would be handed over to the KCS staff.
3. The composition students may make appointments to come in to the KCS office to listen to the recording on KCS equipment with supervision by KCS staff.
4. The composition students must sign an agreement that they will not copy the recording of the reading session, and in the event they do so, they will be held liable for 200% of applicable AFofM rates.