

2009-2010 – 2011-2012 Master Agreement
Between the Winston-Salem Symphony Association, Inc.
and the Contracted Musicians of the Winston-Salem Symphony Orchestra

This **Agreement** entered into by the Winston-Salem Symphony Association, Inc., hereinafter referred to as the **Symphony**, and the Musicians of the Winston-Salem Symphony, hereinafter referred to as **Musicians**, wherein the parties hereto agree to certain conditions and arrangements intended and understood to be mutually agreeable and beneficial to the parties hereto. This **Agreement** is effective and mutually binding for the 2009-2010 Season through the 2011-2012 Season upon the affixing of the signatures of the duly authorized representatives of both parties. Discussions concerning amendment of this agreement and Schedule A, hereby incorporated as part of this agreement, shall conclude no later than February 15, 2010.

1. Services

Symphony Services:

- 1.1 A **Symphony service** shall be defined as a rehearsal or performance not exceeding two and one-half (2-1/2) hours as measured from the scheduled starting time of the performance or from the tuning note in cases where delays in the start of the performance are beyond the control of the **Symphony**. In such cases, the tuning note shall be given no later than ten (10) minutes after the published starting time of the performance. A service shall include a fifteen-(15) minute break or intermission no later than ninety-(90) minutes from the beginning of the service. In concerts without a scheduled intermission, **Symphony** shall limit the length of the performance to ninety-(90) minutes. Should a concert be delayed more than ten-(10) minutes from the published starting time, overtime fees as described in 2.2 will be in effect if the concert exceeds 2 hours and 40 minutes (or 1 hour and 40 minutes for concerts without a scheduled intermission) from the published starting time. The **Symphony** shall display a clock at all rehearsals.
- 1.1.1 If needed, the current Music Director shall be permitted a five-minute extension of a dress rehearsal no more than once each season without incurring overtime. The Music Director will alert players to the possibility of time extension by the beginning of orchestra break of said dress rehearsal. Guest and/or assistant conductors may not invoke this additional time.
- 1.1.2 One (1) dress rehearsal per season – in addition to that stated in 1.1.1 – may be extended by no more than ninety (90) seconds to complete a movement or musical phrase. The Music Director may not stop and rehearse during this time extension.
- 1.2 The **Symphony** will endeavor to refrain from scheduling double rehearsals on weekdays.
- 1.3 **Musicians** may be asked to donate one service per contract year for a benefit concert/fundraising event for the Winston-Salem Symphony Association, Inc. Notification of this service must occur at least sixty (60) days prior to the event. Acceptance of request requires a majority vote by the orchestra. This service shall be preceded by a paid rehearsal. Publicity shall state that **Musicians** are donating their services for this concert. The donated service must conform to all other working conditions of this policy.
- 1.4 Two full orchestra children's concerts shall be regarded as a single service (known as a back-to-back service) if: (a) they are in one location; (b) they are separated by no less than thirty-(30) minutes; and (c) the total time does not exceed two and one-half (2-1/2) hours from the scheduled starting time of the performance or from the tuning note in cases where delays in the start of the performance are beyond the control of the **Symphony**. Any back-to-back performance that exceeds two and one-half (2-1/2) hours will result in each **Musician** present being compensated with standard overtime at the rate specified in the **Musician's Contract**.
- 1.5 All orchestra members shall be seated and ready to tune five (5) minutes prior to the scheduled beginning of a rehearsal and ten (10) minutes prior to the scheduled beginning of a performance and in time for tuning at the conclusion of any break. The Personnel Manager or designated person shall inform the orchestra members that the rehearsal is starting. The Personnel Manager shall also give a five (5) minute warning before the end of a break. Fines for violations are covered in Section 7.2.
- 1.6 The **Symphony** will endeavor to schedule no fewer than four full rehearsals, not including sectionals, for each *Classics Series* concert.

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1.7 Weather conditions, civil strife, acts of God, or other contingencies beyond the control of the **Symphony** which force the cancellation of any service shall not entitle the **Musician** to compensation, except as stated in Schedule A paragraph 2.6. **Symphony** shall make every effort to reschedule any services so cancelled.

Opera/Ballet Services Contracted by Outside Organizations:

1.8 Dress rehearsals and performances for services of contracted opera and ballet shall be based on a two and a half or three-hour service rate, based on the needs of the contracted production. Where a three-hour rate applies, the three hours will be at straight time. Standard overtime will be charged after three hours. Contracted service lengths will be measured from the scheduled starting time of the performance, with a maximum five-(5) minute allowance for stage announcements, or from the tuning note in cases where delays in the start of the performance are beyond the control of the **Presenter** (such as House Management Box Office delays, equipment or set malfunction).

1.9 For services lasting two and one-half hours, there will be a fifteen-(15) minute break commencing no later than ninety-(90) minutes from the beginning of the service. In staged works when rehearsals or performances exceed two and one-half hours, a second break consisting of two minutes and thirty seconds will be taken for each fifteen minutes of overtime. Accrued break time may be taken at the end of the service resulting in early dismissal, or one twenty minute break may be taken at the appropriate time. In the case where two intermissions occur in a three-hour work, two breaks of ten minutes each may be taken at the appropriate times.

1.10 At the end of a performance in the orchestra pit, following the final drop of the curtain (after bows), **Musicians** may leave in a quiet, orderly, and unobtrusive manner. **Musicians** will be compensated up to the time they are released from the pit at the conclusion of the performance.

Contracted Run-outs:

1.11 **Symphony** shall schedule bus departure times for run-outs so that bus shall arrive no later than 30 minutes before the scheduled concert time. **Musicians** providing their own transportation should plan to arrive no later than 30 minutes before the scheduled concert time.

1.12 “Combined orchestra” collaborations (such as the fall 2008 Winston-Salem/Greensboro Symphony collaboration) shall adhere to the following personnel-related procedures:

1.12.1 **Musicians** shall be contracted based on repertoire needs; **Musicians** not required by repertoire instrumentation will be considered “first-call” substitutes as applicable.

1.12.2 There will be no replication of titled chairs. Principal String **Musicians** (including **Concertmasters**) will be assigned Principal seating under their “home” conductor for performances during which that conductor is on the podium, as well as for *half* of all scheduled rehearsals. For remaining rehearsals and performances, these players will be assigned to Associate chairs, compensated as described in Paragraph 1.12.[4].

1.12.3 All seating shall be assigned by the Music Directors of the collaborating orchestras in consultation with each orchestra’s **Personnel Managers** in a manner that reflects equal representation of both orchestras.

1.12.4 **Musicians** will be compensated at the highest collaborating orchestra’s prevailing per-service rate *for the chair to which they are assigned*, which may not align with **Musician’s** home orchestra titled chair assignment and standard per-service rate.

1.12.5 **Musicians** entitled to contracted cartage or travel reimbursement will be compensated for same at the highest collaborating orchestra’s prevailing rate(s).

2. Overtime

2.1 There are two types of overtime: standard (compensated at time and a-half) and straight-time (compensated in 15-minute increments at ten-percent (10%) of **Musician’s** per service rate.

2.2 Any rehearsal or performance of a **Symphony**, **Contract**, or **Run-out** services that exceeds two and one-half- (2-1/2) hours will result in each **Musician** present being compensated for overtime at the rate specified in the **Musician’s Contract**. **Musicians** shall be entitled to two and one-half (2-1/2) minutes of break time for each fifteen-(15) minute period of overtime; early dismissal may be substituted for additional break time.

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2.3 Whenever possible, the Music Director or Personnel Manager will give advance notice of any rehearsal or performance that may exceed its time limit, but **Musicians** shall be prepared for overtime at any rehearsal or performance.

3. Schedule

3.1 A **Master Schedule** will be presented to each **Musician** with contracts indicating all scheduled services on which the musician is required to play. **Musicians** will not be required to hold dates marked “tentative.” **Musicians** will be notified of the confirmation or cancellation of services listed as tentative on the **Schedule** at least thirty-(30) days prior to the first service.

3.2 **Musician** will participate in all series specified in his/her **Service Schedule** unless otherwise negotiated with the **Symphony** when **Contract** is issued. Permission to play concert(s) after missing one or more rehearsals shall be at the discretion of the Music Director. Contracted **Musicians** shall give first priority to these services over those of other local performing arts organizations.

3.3 **Musicians** shall be entitled to compensation for any scheduled service unless **Musician** is notified by the **Symphony** at least ~~thirty-days (30)~~ forty-five (45) days prior to the scheduled service that the **Musician** is not needed with the exception that the notification for Piedmont Opera services will remain thirty (30) days.

3.4 **Musicians** shall be considered notified within the thirty-day (30) limit concerning any service if notified verbally or in writing (date determined by postmark, if by US Post) within the thirty-day (30) limit by the Personnel Manager. Email shall be an acceptable form of written notification. It shall be the **Musician’s** responsibility to keep the **Symphony** informed of the **Musician’s** current address, email address, and telephone number.

3.5 The scheduling of rehearsals and performances is carefully coordinated with other arts organizations in the area, and every effort is made to avoid conflicts. The **Symphony** will undertake the resolution of possible conflicts as soon as they are known, and will discuss any problems concerning scheduling with the Chairperson of the Orchestra Committee. Every effort will be made to avoid the scheduling of services on major religious holidays.

3.6 All organizations contracting the **Symphony’s** services are obligated to use currently contracted **Musicians** in their contracted positions, if said Musicians are available, unless they present good cause to the **Symphony’s** Music Director.

3.7 In no case shall a non-contract section **Musician** be engaged when a contract section **Musician** is available and qualified for the vacancy. Substitute or extra section musicians will be contracted by the Personnel Manager from a published list agreed upon by the Music Director and Principal of that instrument section.

3.8 All artistic decisions regarding personnel seating, advancement, and reduced orchestra seating, shall be made by the Music Director. Internal section decisions are made at the discretion of the section Principal, in consultation with the Music Director.

4. Contracts

4.1 All initial contracts shall be for one-year terms during which period **Musician** shall be on automatic probation.

4.2 Upon successful completion of one year as a contract player and presuming **Musician** is in good standing, all future contracts are annual and shall be issued to **Musicians** by 1. Contracts will state the **Musician’s** title. Signed contracts must be returned to the Personnel Manager by the following April 1 – the **Symphony** will be relieved of any obligation to engage **Musicians** who fail to return signed contracts by this date.

4.3 A total of thirty-one (31) string **Musicians** (eight [8] first violins, eight [8] second violins, six [6] violas, six [6] cellos, and three [3] double basses) may be offered an “A” contract which guarantees the maximum number of full orchestra and reduced-strings services based on orchestration needs. The remainder of string musicians will be offered a “B” contract which guarantees *Classics Series, Kicked-Back Classics Series*, special guest artist gala and Youth Symphony *Side-by-Side* services based on orchestration needs. The **Symphony** will endeavor to contract “B”-contact **Musicians** for reduced strings services on an as-needed basis in an equitable rotation prescribed by the Music Director in consultation with section Principals.

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4.4 It is expected that **Musicians** meet the following reliability expectations regarding offered services:

- 4.4.1 **Principal Players:** Minimum of 85% of offered services
- 4.4.2 **“A” Contract Players:** Minimum of 75% of offered services
- 4.4.3 **“B” Contract Players:** Minimum of 65% of offered services

Failure to meet these reliability expectations without a valid excuse (as determined by the Music Director or as outlined in Section 6) may subject the **Musician** to disciplinary action or non-renewal of **Musician’s** contract.

4.5 Only the Music Director and Executive Director have the authority to extend and issue contracts between **Musicians** and the **Symphony**. All contracts must be in writing.

4.6 **Musician** will notify Personnel Manager of plans to resign from the orchestra and not return for the next season, in writing, on or before April 1 of the final season in which they plan to perform.

4.7 **Musician** acceptance of this **Agreement** also reflects **Musician** acceptance of the conditions of the following Winston-Salem Symphony Association, Inc. governance policies which may be updated periodically and also apply to members of the Board of Directors, staff and volunteers:

- 4.7.1 Anti-Harassment Policy
- 4.7.2 Code of Ethics Policy
- 4.7.3 Confidentiality Policy
- 4.7.4 Conflict of Interest Policy
- 4.7.5 Drug-Free Workplace Policy
- 4.7.6 Whistleblower Protection Policy
- 4.7.7 Copies of these policies are available online at the Symphony website (www.wssymphony.org) within the password-protected “Musicians Only” section; hard copies of these policies may also be requested by contacting the Personnel Manager at (336) 725-1035, extension 216 or bfrench@wssymphony.org

5. Compensation

5.1 The **Symphony** shall remit to the **Musician** within seven (7) days after the final service of a sequence of rehearsals and performances the amount owed **Musician** for these services as per the **Musician’s Contract**.

5.2 In no event shall a request for early payment or advance payment be honored.

5.3 The **Symphony** reserves the right to withhold payment in the event that **Musician** has any outstanding liability with the **Symphony**.

5.4 As required by law, the **Symphony** shall record and report **Musician’s** earnings to appropriate state and federal agencies. All contract **Musicians** shall be considered employees of the **Association**, and the **Symphony** shall also pay employer’s share of Social Security taxes on employee earnings.

5.5 **Musician** shall not receive payment for any rehearsal services if **Musician** does not attend the performance *unless* occasioned by illness or emergency or a personnel decision made by the **Symphony**.

6. Absences, Illness, Emergencies, Leaves of Absence

6.1 Absence, Illness, Emergencies

6.1.1 **Musicians** shall request in writing on an Absence Request Form, an excused absence no later than ~~thirty-(30)~~ forty-five (45) days prior to a scheduled service if the **Musician** is unable to attend a service for reasons other than emergencies and illnesses. **Musicians** shall be notified within one (1) week of **Symphony’s** decision concerning said request.

6.1.2 Permission for requested excused absences will not be unreasonably withheld.

6.1.3 Disputes over absence requests will be reviewed by the Personnel Manager, Music Director and a representative from the Orchestra Committee.

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- 6.1.4 In the event of illness or emergencies, **Musicians** shall notify the Personnel Manager as soon as possible.
- 6.1.5 In no case shall **Musician** engage a substitute or alternate on his/her own initiative.
- 6.1.6 It is the **Musician's** responsibility to see that his/her music is present at all services if that **Musician** cannot attend.

6.2 Leave of Absence

- 6.2.1 **Musicians**, after three (3) consecutive years of service, shall be, upon request, granted a one-year leave of absence without pay. The request must be submitted to the Personnel Manager in writing by April 1 of the season preceding the requested leave. **Musicians** with less than three (3) consecutive years of service may be granted a one-year leave of absence without pay at the discretion of the Music Director. Upon returning from an authorized leave, **Musician** is expected to perform at or above their pre-leave performance level; failure to meet this expectation will result in implementation of processes outlined in Paragraph 8.
- 6.2.2 **Personal/Family Leave:** Two types of maternity or paternity leave will be granted to expectant mothers and fathers and to those planning adoption. Expectant parents may choose from one (1) of the following:
 - 6.2.2.1 A leave of absence up to one-(1) year without pay (personal or family) will be granted to those parents who request it; or
 - 6.2.2.2 A maternity leave of up to eight-(8) weeks or paternity leave of up to three-(3) weeks will be granted without pay, subject to the approval of the Personnel Manager. These types of leave may be taken before or after the birth or adoption date, and should be scheduled in a manner that does not break up sets of rehearsals or performances of the same program. Requests for such leave shall be made at least sixty-(60) days prior to commencement of the leave.
- 6.2.3 With the exception of a personal/family or long-term disability leave, subsequent leaves of absence may be granted only after three (3) consecutive years of service (not counting the year of leave), at the discretion of the Music Director.
- 6.2.4 **Musicians** approved for a one-year leave of absence must notify the Personnel Manager of their plans to return for the next season, in writing, on or before February 1 of the year in which they are taking leave.

7. Disciplinary Policies and Established Fines

7.1 Disciplinary Policies:

- 7.1.1 **Oral Warning, Without Documentation:** This is the most frequently used measure for disciplining **Musicians** for a minor infraction.
- 7.1.2 **Oral Reprimand, With Fine and/or Documentation:** For more serious or repetitive occurrences, management will document the incident and may fine the **Musician**. The reprimand and fine, written and signed by the Personnel Manager, will be given to the **Musician**, who will be requested to sign the reprimand. The **Musician** will be advised that the special report will be entered in his/her personnel file.
- 7.1.3 **Formal Reprimand, Final Warning:** When the incident is serious or recurrent and could, if it occurs again, lead to dismissal, a formal document shall be completed by the Personnel Manager as outlined in the above step. **Symphony** may then begin with dismissal proceedings outlined in Section 8.

7.2 Established Fines: Fines will be levied:

7.2.2 Tardiness:

- 7.2.2.1 **Musicians** should be in their chairs at least five (5) minutes before the scheduled starting time, and in time for tuning at the conclusion of any break. If **Musician** arrives late and his/her excuse is not acceptable (acceptable: traffic/car problems, etc.) or returns late from a break without an acceptable excuse (as to be determined by the Personnel Manager) **Musician** will be fined a prorated portion of their contracted service fee for each fifteen-minute interval or portion thereof of late arrival.
- 7.2.2.2 Repeated unexcused tardiness may be grounds for dismissal as outlined in Section 8.
- 7.2.3 **Dress:** **Musicians** may be fined twenty-five percent (25%) of their per-service rate by the **Symphony** for each violation of any established dress code policies as stated in Section 10.
- 7.2.4 **Music:**
 - 7.2.4.1 **Music turned in late:** Reimbursement of the **Symphony** by **Musician** for the actual costs incurred by the **Symphony** for late rental return, including shipping and any fine incurred by supplier.

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7.2.4.2 **Music that is lost, damaged or destroyed:** Replacement cost of music, including shipping and any fine incurred by supplier if borrowed or rented.

7.2.5 **Electronic Devices:** All cell phones, pagers and watch alarms must be silenced or turned off for all rehearsals and performances. Failure to do so may result in **Musicians** being fined fifty percent (50%) of their per-service rate for each violation. **Symphony** will provide a secure storage place for these devices and other personal valuables.

7.2.6 **Failure to Fulfill Contracted Service without a Valid Excuse:** If a **Musician** fails to fulfill a contracted commitment within the 45-day notification period outlined in Paragraph 3.3 without a valid excuse as defined in Section 6, **Musician** will be fined the equivalent of one (1) service at the prevailing per service rate in the next concert cycle.

8. Dismissal

8.1 Failure to abide by the terms and provisions of the **Musician's Contract** and this **Policy** may result in the dismissal of the **Musician**.

8.2 Upon reengagement after the one-year probationary period, **Musicians** shall be guaranteed employment for the term of the renewal contract except in cases of performance inadequacy or acts deleterious to the operations or image of the **Symphony**.

8.3 Dismissal during the season for musical reasons is at the discretion of the Music Director. During his/her first season under contract, **Musician** is on probation and may be dismissed at any time.

8.4 A **Musician** may be dismissed during the season for non-musical reasons subsequent to a written warning from the Music Director and copied to the Orchestra Committee. Reasons for dismissal include:

8.4.1 Frequent tardiness

8.4.2 Excessive absenteeism

8.4.3 Conduct deemed unprofessional and disruptive to the efficient operation of the Orchestra

8.4.4 Following the letter of warning, the **Musician** in question shall be notified in writing at least thirty (30) days before further action is taken

8.5 After a **Musician** has completed the one-year probationary period, the following evaluation procedure shall be used prior to any dismissal procedure:

8.5.1 The Music Director, in consultation with the principal of the section, shall notify the **Musician** that he/she is being placed on evaluation status. Such notification shall be in the presence of one witness, or shall be documented in writing. The Orchestra Committee Chairperson shall be informed within one week of the notification to the **Musician**.

8.5.2 The evaluation period shall be one set of rehearsals and performances of any performance series mutually agreed upon by the Music Director and the principal players of the section. Section string players placed on evaluation shall be placed on a stand which is positioned such that the musician's playing is audible for evaluation.

8.5.3 If, after this evaluation period, the Music Director, is not satisfied with the performance of the **Musician**, the dismissal process will proceed for said **Musician**, as outlined in Section 8.6.

8.6 Notification of dismissal proceedings may be originated by the Music Director or by the Section Principal in conjunction with the Music Director. Said notification of dismissal shall be conveyed to **Musician** in writing within seven (7) days after the end of the evaluation period. There shall be no dismissal should the Music Director fail to notify the **Musician** within the specified period.

8.7 If **Musician** requests a review of the dismissal proceedings, a meeting with the **Musician**, the Music Director, the section leader and Personnel Manager will be held to discuss reasons for dismissal. In the event the musician involved is a principal player, the Executive Director will also attend the meeting to review dismissal proceedings.

8.8 Should any disputes arise from the first meeting, a second meeting shall be scheduled with the **Musician**, the Music Director, the section principal, Personnel Manager, and the Chairperson of the Orchestra Committee within one week of the first meeting. The Executive Director will also attend the meeting to review dismissal proceedings.

8.9 Barring resolution of the dispute at the second meeting, a committee will be formed, comprised of the Music Director, three orchestra members chosen by the Chairperson of the Orchestra Committee, one orchestra member of the **Musician's**

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choosing, and four members of the Executive Committee of the Winston-Salem Symphony Association chosen by the President of the Board. This committee shall make final resolution of any non-musical dispute. If the dispute is over performance issues, a representative group of principal players mutually agreeable to the Music Director and the Orchestra Committee will be added to the committee stated above and the **Musician shall** be given the option of playing an audition for this committee. The **Musician** will be given ninety-(90) days notice of this audition. This committee shall make final resolutions of any dispute over playing issues.

8.10 A replacement for a dismissed **Musician** shall be chosen from the available list of qualified substitutes to be determined by the Music Director in conjunction with the section leader and the Personnel Manager, or by audition.

9. Audition Procedures

Vacancies existing in the orchestra due to expansion, attrition or dismissal shall be filled by means of the following audition procedures:

9.1 Future "A"-contract audition openings will be offered first to current contract section **Musicians** using the following audition format:

- 9.1.1 Priority consideration will be given to current contract section **Musicians** who apply to perform a limited audition of two (2) orchestral excerpts for the Music Director and appropriate sections Principals in a behind-the-screen audition format. A non-voting Orchestra Committee member will be in attendance.
- 9.1.2 **Musicians** will be given repertoire at least 75 days advance notice of the audition date.
- 9.1.3 The Music Director reserves the right *not* to award an available "A" contract if required artistic standards are not met in auditions. In such a case, available "A"-contract(s) may be awarded at a later date via national auditions requiring full audition repertoire. Current contract **Musicians** may reapply for "A" contract consideration during the national audition process; those who do will be treated as automatic finalists but will be required to fulfill full audition requirements.

9.2 Audition Procedures:

- 9.2.1 Vacancies shall be advertised at the earliest possible date in appropriate mass media.
- 9.2.2 Audition candidates shall be given at least sixty (60) days notice of upcoming auditions and audition date and time changes.
- 9.2.3 Audition dates and times shall be determined by the Music Director in consultation with the Audition Committee and Orchestra Personnel Manager.
- 9.2.4 Audition repertoire shall be determined by the Music Director and appropriate Principal players.
- 9.2.5 Audition candidates shall be given at least 60 days notice of audition repertoire, which will include: (1) a prepared piece (e.g., one movement of a concerto), audition excerpts, and possible sight reading.
- 9.2.6 Preliminary round auditions shall be held behind a screen; the Music Director and appropriate section principals will judge auditions. In no case shall there be fewer than five members of an audition jury in the final round.
- 9.2.7 Final rounds of auditions may be held without a screen.
- 9.2.8 The Music Director shall make final personnel decisions in consultation with the audition jury. In the event that 100% of the audition jury is opposed to the Music Director's choice, the audition will be nullified and a new audition will be held.
- 9.2.9 After initial audition, the Music Director may choose to require the candidate(s) to play one or more concerts as part of the audition.

9.3 Musicians judging auditions shall be paid one per-service fee per day of auditions.

10. Dress and Concert Etiquette

10.1 Concert dress requirements will vary by performance experience as follows:

- 10.1.1 **General Dress Code Restrictions – All Concerts:** No patterns on socks or stockings. No flashy jewelry or other sparkling items or fragrances that may be detracting to the performance. No tight-fitting garments. All shirts and blouses must be tucked in to avoid exposure of bare skin and undergarments, or if designed to be worn untucked, shirts and blouses must be long enough so as not to expose bare skin and undergarments while performing. No black jeans. No faded black clothing. All clothing must be clean, ironed or pressed and presented as to display a professional image.

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- 10.1.2 **Dress Code A: Women:** Formal black skirts, ankle to floor length or black dress pants; formal black blouses with covered shoulders and over-the elbow or long sleeves; dress black shoes and neutral to black hose. Women's attire should be sufficiently formal to complement men's white tie and tails. **Men:** White tie and tails; polished black dress shoes and black socks.
 - 10.1.3 **Dress Code B: Women:** Formal black skirts, ankle to floor length or black dress pants; formal black blouses with covered shoulders and over-the elbow or long sleeves; dress black shoes and neutral to black hose. Women's attire should be sufficiently formal to complement men's attire. **Men:** Black tuxedos, white shirts, black tie; polished black dress shoes and black socks.
 - 10.1.4 **Dress Code C:** Pit black slacks and long-sleeved black blouse, collared dress shirt, or turtleneck, black socks, and polished black dress shoes.
 - 10.1.5 **Dress Code D:** For Pops, educational and children's concerts with optional themed "costume" dress, those choosing not to wear costumes will dress according to Dress Code C.
 - 10.1.6 **Dress Code E: Women:** Black skirts, over the knee to ankle/floor length or dress pants; black blouses with covered shoulders and over-the-elbow or long sleeves; dress black shoes and neutral to black hose. **Men:** Black suits, white shirts; dark, unobtrusive long ties, polished black shoes and black socks. On some occasions, an all-black long-sleeved shirt with a collar may be allowed.
 - 10.1.7 **Dress Code F:** Dress (within reason) shall be at the discretion of the contracting organization.
 - 10.1.8 Fines for dress code violations will occur after repeated violations (following two warnings) as indicated in Section 7.2.3 of the 2009-2010 through 2011-2012 Master Agreement. Any questions about dress should be directed to the Orchestra Personnel Manager in advance.
- 10.2 **Personal items - Musicians** will leave all personal items including cases, purses, and bags backstage leaving the stage floor clear of these items. Any necessary cloths or rags needed for instruments or other reasons should be dark and unobtrusive. Certain exceptions may be made for woodwind players with small black cases and a need for quick access to reeds, etc. The **Symphony** will provide safe storage for **Musician's** personal items in a locked box backstage or a safe locked room in the performance venue.

11. Music

- 11.1 **Symphony** shall have all organization (Winston-Salem Symphony) owned *Classics*, *Kicked-Back Classics*, *Messiah*, and *Side-by-Side* music (including appropriate bowings in the string parts) available for distribution 3 weeks prior to the first rehearsal of a concert. Every effort will be made to provide music at least two weeks in advance for *Pops*, *Discovery*, and *Holiday* concerts. Practice copies will be available to all inside string players for all *Classics*, *Kicked-Back Classics*, *Messiah*, and *Side-by-Side* concerts. Practice copies for other concert series can be requested from the Orchestra Librarian within 48 hours of the call sheet being published. Requests made outside of 48 hours will be handled on a case-by-case basis.
- 11.2 The Orchestra Librarian shall provide organization owned music to the Concertmaster to bow for the upcoming season no later than June 1st. All related approvals, changes, amendments to the materials will be returned to the Orchestra Librarian by July 15th for the first half of the season, and by August 15th for the second half of the season. The Orchestra Librarian will then prepare remaining section bowings based on supplied bowing masters. The Orchestra Librarian will establish and communicate a timeline for bowing new acquisitions with the Concertmaster. The Music Director may also request that outside bowing masters be used for marking organization owned music, rentals and new acquisitions.
- 11.3 **Musician** shall be responsible for all music distributed to or picked-up by the **Musician**. Music must be kept in Symphony-provided music folders to ensure that music is returned in the same condition in which it was distributed. **Musician** will be assessed replacement cost fines in the event music is lost or is returned in a condition inferior to when it was distributed in accordance with Section 7.2.4.
- 11.4 After each service, (rehearsals & performances) **Musician** must return the music to the folder, and close the folder. The **Symphony** Librarian will collect all folders left on the stands after each rehearsal. All music must be left on the stands after each performance. If there are to be multiple performances, the folders must be left on the stands at the final performance.
- 11.5 Music owned or being rented by the **Symphony** may not be loaned to or used by any other person or organization without the **Symphony** Librarian's permission.

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12. Conditions of the Hall/Performance Location

- 12.1 The **Symphony** shall ensure the comfort and safety of the **Musicians** during rehearsals and concerts. This shall include stable risers for chairs and music stands, sturdy stairs leading to risers, sound shields and ear plugs for **Musicians** who request them, clean and safe restroom facilities, adequate lighting for exit and entry to stage and pit, the stage and pit cleaned (vacuumed - ceiling and floor) prior to the service.
- 12.2 The **Symphony** shall display two thermometers at all rehearsals/performances. The stage temperature at any rehearsal/concert hall shall be between sixty-six (66) and eighty-one (81) degrees Fahrenheit throughout the entire performance area where musicians are located. If the hall is below sixty-six (66) or above eighty-one (81) degrees as jointly determined by the Music Director, Orchestra Committee Chairperson, and Personnel Manager, the service shall not continue. A service shall not commence if the hall is outside these temperature guidelines. A service so stopped shall resume after approximately twenty-(20) minutes. If the temperature has not been corrected within that period, a reassessment will be made by the Music Director, Orchestra Chairman, and the Personnel Manager. Should the service be terminated, each **Musician** present shall be entitled to **Musician's** regular per-service compensation. Additional rehearsals shall be added at the sole discretion of the Music Director; **Musicians** unable to attend a rescheduled rehearsal will not be penalized, but are not entitled to compensation for the rescheduled service. Outdoor concerts shall be considered exempt from the temperature clause but management will endeavor to make conditions comfortable to **Musicians**.
- 12.3 **Outdoor Concerts:** Adequate shelter shall be provided for **Musicians** and their instruments. Instruments shall not be exposed to excessive cold, excessive heat, direct sunlight or rain. The **Symphony** shall provide adequate physical space and sight lines for **Musicians** to perform properly on their instruments.
- 12.3.1 The Symphony Personnel Manager or a designated Symphony representative will attend all rehearsals and performances to enforce the terms of this Agreement. No player will be penalized for refusing to play if contractual violations are brought to the attention of the designated Symphony representative.
- 12.3.2 In cases of severe or questionable weather, decisions regarding the continuation, cancellation and rescheduling of a service shall be made by the Executive Director in consultation with the Music Director.
- 12.4 Smoking at any service is permitted only in designated smoking areas. Smokers should not use the stage doors during breaks.
- 12.5 All personnel will enter and exit the performance hall only from entrances and exits approved and clearly designated by the Stage Manager. Only personnel pre-authorized by the Stage Manager are subject to exceptions to ensure maintenance of proper hall environment and security. Pre-authorization will not be unreasonably withheld from musicians who play double bass, harp, drum set/large percussion, or have a physical disability.

13. Recordings and Photography

- 13.1 **Symphony** shall not allow, and shall use its best efforts to prevent any unauthorized broadcasting, video and/or audio recording, or photography of rehearsals or concert performances. **Musicians** grant **Symphony** the right to make video and/or audio recordings of all rehearsals and performances for archival purposes, broadcasts of a non-commercial nature, grant applications, promotion (as stipulated in 13.1.2 below), brochures, playbills, and copies for orchestra musicians without prior permission from or compensation to **Musicians**. All photographs and videos taken by the **Symphony**, or the **Symphony's** representatives, shall remain the property of the **Symphony**.
- 13.1.1 A roster of personnel performing on any service which is recorded shall be placed with the recording.
- 13.1.2 **Symphony** may record or cause to be recorded up to fifteen (15) minutes of any service, of which up to three (3) minutes may be used for the purpose of promoting the **Symphony** on local TV, radio news or similar programs, grant applications, and/or sponsorship packets.
- 13.1.3 **Symphony** may record or cause to be recorded an entire performance for marketing and advertising purposes including streaming concert video and/or audio on **Symphony** website or other appropriate Internet media with pre-broadcast quality control oversight by **Music Director**.

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- 13.2 **Musicians** agree that an Artist (includes soloist, composer, guest conductor or choreographer) may request permission from the Orchestra Committee to audio or video record services of the **Symphony** that relate to a specific concert program in which the Artist is involved; **Artist's** request must be submitted no less than four (4) weeks prior to the service they wish to record unless mutually agreed; if Orchestra Committee permission is granted, **Artist will:**
- 13.2.1 Remit a non-negotiable fee of One Hundred-Fifty Dollars (\$150.00), payable to the Orchestra Committee Fund
 - 13.2.2 Agree to use the recording for personal study or demonstration purposes only (not for commercial release, nor for radio, television or Internet broadcast). If the **Symphony** agrees to pay this fee to the Musician's Orchestra Fund on behalf of the Artist, the **Musicians** shall not object.
 - 13.2.3 Contract **Musicians**, staff conductors [the Music Director, Assistant Conductor, Chorale Director, Youth Philharmonic Conductor], student soloists who have won the Youth Talent Search or other significant Symphony-sponsored competition(s), and student composers who have won Symphony-sponsored competitions are exempt from this fee.
 - 13.2.4 With prior written consent from **Symphony**, contract **Musicians**, staff conductors [the Music Director, Assistant Conductor, Chorale Director, Youth Philharmonic Conductor], student soloists who have won the Youth Talent Search or other significant Symphony-sponsored competition(s), and student composers who have won Symphony-sponsored competitions may post *only* their portion of a rehearsal or concert performance on a personal website or to other appropriate Internet media provided the recording is pre-approved by the **Symphony** Music Director and that the posting includes a **Symphony**-provided legal disclaimer about recording quality.
 - 13.2.5 All **Artists** receiving recording approval from the Orchestra Committee will execute a **Symphony** Broadcast/Recording Rider prior to proceeding with recording.

- 13.3 For any *audio* recording project intended for commercial release, **Musicians** shall be compensated at the prevailing standard per-service rate for rehearsals and at double the prevailing standard per-service rate for any and all recording sessions. For any commercially released television or film recording, soundtrack or otherwise, **Musician** compensation will be negotiated between the **Producer**, the **Symphony** and the **Orchestra Committee**.

14. **Complimentary Tickets:** Subject to ticket availability, contract **Musicians** shall each be entitled to two complimentary tickets to each **Symphony**-sponsored concert cycle. For fundraising/gala concerts, complimentary ticket availability may vary. Availability of complimentary tickets to concerts in which the **Symphony** is contracted to perform (e.g., opera, ballet, run-outs) will be at the discretion of the **Presenter**.

15. Orchestra Committee

- 15.1 The function of the Orchestra Committee shall be to promote and facilitate an open and communicative relationship between **Musicians** and the **Symphony**. Among the Committee's functions are:
- 15.1.1 To consider issues, suggestions, and problems that are voiced by any **Musician** or group of **Musicians** regarding any aspect of their participation in the Orchestra and articulate them to the Music Director, Executive Director and Board of Directors.
 - 15.1.2 To assist **Musicians** in resolving such issues and problems in conjunction with the appropriate managers and directors of the **Symphony**.
 - 15.1.3 To consider any and all proposals for altering and amending the Master Agreement with the objective that these proposals shall be acceptable to the **Musicians**.
 - 15.1.4 To monitor and count any votes required by the **Musicians** regarding business between the **Musicians** and the **Symphony**.
- 15.2 **Membership:**
- 15.2.1 The Orchestra Committee shall consist of five (5) to ten (10) members nominated and elected by the orchestra membership. A **Musician** who serves on the staff of the **Symphony** shall be ineligible for membership.
 - 15.2.2 All **Musicians** who have been contract members for at least one (1) year are eligible to serve on the Orchestra Committee. Nominations shall be taken for new committee members no later than the second full orchestra rehearsal of the season. The election of new members should take place no later than the first full orchestra dress rehearsal of the season.
 - 15.2.3 Members shall serve one (1) three-(3) year term. The term of membership shall begin upon election and end with the election of the member's replacement three (3) years later.

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15.3 Procedures:

- 15.3.1 The Orchestra Committee, via the Orchestra Committee Chairperson, shall be provided with regular reports from the **Symphony Board** regarding matters that will directly affect the **Musicians** and the operation of the **Symphony**.
- 15.3.2 The Committee shall conduct voting and make announcements in the time prior to the scheduled start of a given service or during the break. Announcements by the Personnel Manager, Management, or the Music Director shall be made during the scheduled service.
- 15.3.3 One dollar (\$1.00) shall be withheld from each **Musician's** salary annually to support the efforts of the Orchestra Committee.
- 15.3.4 The Orchestra Committee shall be accountable for the Orchestra Musician's Fund.
- 15.3.5 The Music Director, Management, staff (unless orchestra **Musicians**), Board or Volunteer members, or any guest, shall not be present during orchestra votes.
- 15.3.6 A number of contract **Musicians** are also invited to serve on various committees of the Board by the Board President or Executive Director.


16. Ratification: A two-thirds' (2/3) majority vote of the Orchestra Committee, a two-thirds' (2/3) majority vote of contracted **Musicians**, and acceptance by the **Symphony** shall constitute approval of this **Master Agreement**. No amendment, revision or alteration of this Agreement shall be permitted without the written consent of the **Musicians** and the **Symphony**.

In witness whereof, the parties hereto have duly executed this revised agreement this 12th day of March, 2010.

For the Winston-Salem Symphony Association, Inc.:




Roger Bear, Board President



E. Merritt Vale, Executive Director

For the Musicians of the Winston-Salem Symphony Orchestra:



Cara Fish, Orchestra Committee Chair

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Schedule A
Terms of 2010-2011 Musician Compensation & Reimbursement

This schedule is hereby incorporated as part of the 2009-2010 Master Agreement between the Winston-Salem Symphony Association, Inc. and contracted musicians of the Winston-Salem Symphony Orchestra. Schedule A is subject to annual renegotiation as described in the opening paragraph on page one of the afore-mentioned Master Agreement; due to unprecedented economic times, the Symphony reserves the right to renegotiate terms if necessary to preserve the viability of the organization.

1. Per-Service & Standard Mileage Rates

It is the intention of the Winston-Salem Symphony Association, Inc. to provide the following per-service rates for the 2009-2010 season commencing with September 2009 services:

1.1 **Section Player:** \$75.00

1.2 **Assistant Principal Player:** \$80.00

1.3 **Associate Principal Player:** \$85.00

1.4 **Principal Player:** \$95.00

1.5 **Substitute Player:** \$74.00

1.6 Contracted services by the *Piedmont Opera only* will allow for two (2) fully staged rehearsals prior to the first performance not to exceed three hours without incurring overtime charges. All other rehearsals will be 2.5 hours and include straight overtime fees if applicable.

1.7 Performance(s) that take place on New Year's Eve (December 31st) will be compensated at double the standard per service rate for each participating player.

1.8 Doubling on two or more instruments in any orchestra service shall be compensated as follows provided music specifically calls for doubling on one (1) or more instruments:

1.8.1 For the first doubled instrument – \$15 per service

1.8.2 For each additional instrument – \$15 per service

1.8.3 The following shall be considered doubling: flute/alto or bass flute/piccolo; oboe/English Horn/Oboe d'Amore; clarinet/E flat or bass clarinet; bassoon/contra bassoon; trumpet/flugelhorn or piccolo trumpet; trombone/tenor tuba (euphonium) or bass trumpet; percussion/timpani, drum-set/percussion; double bass/electric bass; piano/celeste

1.9 Musicians and Substitute/Extra Musicians living outside a radius of forty (40) miles from Winston-Salem shall be entitled to travel reimbursement as follows:

1.9.1 Single-service days shall incur a per-service, round-trip travel reimbursement of \$0.30 per mile for mileage outside the standard forty (40) mile service radius from Winston-Salem, to a limit of 160 total round-trip miles outside the standard forty (40) mile radius

1.9.2 Mileage reimbursement rates will be based on AAA mileage from **Musician's** residence to downtown Winston-Salem.


1.9.3 Performance days that include multiple services ~~days~~ shall incur one (1) round-trip reimbursement as stipulated in 1.9.1 above, plus one (1) meal reimbursement at the *Dinner* rate specified in section 2.5 below.


1.9.4 Back-to-back children's concerts as described in section 1.4 of the Master Agreement and in-school performance services as described in Schedule B are exempt from the meal reimbursement.

2. Contracted Run-Out Reimbursements

For contracted out of town run-outs in a radius of more than forty (40) miles from Winston-Salem, reimbursements shall be as follows:

2.1 **Musicians** will be compensated a travel-time wage of twenty cents (\$0.20) per mile beyond the 40-mile radius up to 150 miles, each way; thirty cents (\$0.30) per mile beyond the 40-mile radius for any distance 151 to 200 miles, each way; or forty

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cents (\$0.40) per mile beyond the 40-mile radius for any distance of more than 200 miles, each way. Should the orchestra ever fly to a run-out, this compensation will not apply.

- 2.3 When a **Musician** must provide their own transportation due to pre-approved instrument cartage, forty-eight point five cents (\$0.485) – or current GSA-POV mileage reimbursement rate – will be paid per mile, each way.
- 2.4 When transportation is provided by **Symphony**, mileage will not be paid, with the exception listed in 2.3.
- 2.5 Mileage is not reimbursed by the Symphony for run-outs 45 miles or fewer from Winston-Salem.
- 2.5 Any out of town service by the full orchestra (as described in 2.0) that extends into the times below, shall require the appropriate meals to be provided by the **Symphony**. **Symphony** will consult with Orchestra Committee Chairperson when determining **Symphony**-provided meals. If meals are not provided by the **Symphony**, meal allowances for **Musicians** shall be as follows:

<i>Breakfast:</i>	7:00 a.m. – 8:00 a.m.	\$6.50
<i>Lunch:</i>	12:00 noon – 1:00 p.m.	\$8.50
<i>Dinner:</i>	5:30 p.m. – 6:30 p.m.	\$14.50




- 2.6 **Musicians** shall be entitled to compensation for any contracted out of town run-out outside the 45 mile radius from Winston-Salem only after they have departed Winston-Salem at the scheduled departure time and if service has not been postponed or canceled prior to said departure time.

3. Contracted Rates for Engagement of Musicians as Guest Soloists

- 3.1 When engaging **Musicians** as soloists with the orchestra, the following fee structure will apply:

Type of Solo Performance	Length of Solo							
	10 minutes or less		11-20 minutes		21-30 minutes		30+ minutes	
	Double	Triple	Double	Triple	Double	Triple	Double	Triple
Solo Performance	\$1,000	\$1,250	\$2,000	\$2,500	\$3,000	\$3,750	\$3,750	\$4,500
Ensemble Performance - Per Player	Fee Per Player							
	\$1,000	\$1,250	\$1,500	\$1,875	\$2,000	\$2,500	\$2,500	\$3,125

- 3.2 This compensation model applies to circumstances which require **Musicians** to stand and perform in front of the orchestra, not to solos embedded in orchestral parts that are performed from the player's seat (seated or standing)
- 3.3 In cases where a triple performance is involved, the guest soloist is generally not required to perform the entire work on one of the three performances.
- 3.4 Memorization of solo works is preferred but not required.
- 3.5 The **Musician** soloist may choose to perform in their normal position for the remainder of the concert at their standard level of compensation.
- 3.6 A degree of difficulty factor may influence compensation when a player is asked to prepare a newly commissioned work.
- 3.7 **Musicians** are free to decline solo opportunities without consequence for any reason.

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