

# Cheyenne Symphony Orchestra

## Master Agreement

Adopted May 1, 2001

Restated July 1, 2010

Restated September 23, 2012

With all subsequent amendments

Updated May 1, 2014

Cheyenne Symphony Orchestra

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CHEYENNE SYMPHONY ORCHESTRA  
MASTER AGREEMENT  
**Originally adopted on July 15, 1994**  
Revised and readopted as of May 1, 2001  
Restated with all amendments July 1, 2010  
Restated with all amendments September 23, 2012  
Updated May 1, 2014

An agreement entered into this May 1, 2001, by and between the members of the Cheyenne Symphony Orchestra (“orchestra”) and the Cheyenne Symphony Orchestra (“CSO”).

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### ***Article One: Management Rights***

Except as expressly limited in this master agreement, it is agreed that the CSO retains all its inherent and customary rights, including enforcement of professional standards of discipline and the use of the Cheyenne Symphony Orchestra Name.

### ***Article Two: Non-Discrimination Policy***

The Cheyenne Symphony Orchestra is an equal opportunity employer. We provide equal employment opportunities to all individuals based on job related qualifications without regard to age, gender, sexual preference, race, religion, color, creed, national origin, disability, or veteran status. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment and bias.

### ***Article Three: Definitions***

1. The CSO is the Cheyenne Symphony Orchestra.
2. Management means the Cheyenne Symphony Orchestra (CSO) (formerly Society) or its employees, other than orchestra musicians. Any musician in a management position shall be considered management when acting in a capacity not primarily related to his or her duties as a musician.
3. A regular service is any scheduled rehearsal or concert of the orchestra up to 2 ½ hours in length.
4. A 3-hour service is any 3-hour rehearsal or concert of the orchestra.
5. A concert is any performance by the orchestra in which paying or non-paying members of the public are present.
6. A rehearsal is any service other than a concert.
7. Call Time: Musicians shall be seated and ready to play five minutes before the start of a service.
8. A dress rehearsal is the final rehearsal preceding a concert.
9. A principal musician is any member of the orchestra who is contracted in one of the following positions: principal first violin (third chair of the first violins), principal second violin, principal viola, principal cello, principal bass, principal flute, principal oboe, principal clarinet, principal bassoon, principal horn, principal trumpet, principal trombone, principal tuba, principal timpani, principal percussion, principal harp, or principal keyboard.
10. An assistant principal musician is any member of the orchestra who is contracted in the position of assistant principal first violin (fourth chair of the first violins), or second chair of the second violin, viola, cello, or bass sections.
11. A section musician is any member of the orchestra other than a principal or assistant principal musician.
12. A family of instruments refers to one of the following: strings, woodwinds, brass, and percussion (including harp and keyboard).

13. A tenured member is a musician in a position who completes a full provisional season and is offered a tenured contract for the subsequent season.
14. A provisional member is a musician who has won a formal audition for a position but has not yet received tenure. Such a member shall be considered to be on tenure track.
15. An acting member is a musician who has been appointed to his or her position according to Article Five, Section 19, or Article Five, Section 20 of this agreement. Such member is not considered to be on tenure track.
16. A formal audition is one which follows the audition procedures under Article Five below.
17. An audition for selecting substitutes may be held at the discretion of the section principal. These auditions do not need to conform to formal audition requirements.
18. A titled position is a musician in one of the following positions: concertmaster, assistant concertmaster, all principal positions and all assistant principal positions and the following section positions: 2<sup>nd</sup> flute, 2<sup>nd</sup> oboe, 2<sup>nd</sup> clarinet, 2<sup>nd</sup> bassoon, 2<sup>nd</sup> horn, 3<sup>rd</sup> horn, 4<sup>th</sup> horn, 2<sup>nd</sup> trumpet, 3<sup>rd</sup> trumpet, 2<sup>nd</sup> trombone and 3<sup>rd</sup> (bass) trombone.
19. The core orchestra includes all titled positions plus the following: 8 first violins, 8 second violins, 8 violas, 6 cellos and 4 basses. All other chairs in each section for each series will be filled by substitute or extra musicians on an as needed basis. Core Orchestra = 2222 4331 T+2, hp, kb with strings of 12 10 10 8 6. In the circumstance where more tenured positions exist at the date of this agreement than is provided for by the core orchestra defined above, the extra positions will continue until eliminated by normal attrition.
20. Reduced instrumentation is any concert requiring less than the core orchestra. Titled musicians are automatically included if required by the repertoire.
21. A concertmaster is the first chair of the first violins who provides leadership for the section and otherwise performs all of the customary duties associated with that position, including preparing bowings.
22. An assistant concertmaster is the second chair of the first violins who performs all customary duties associated with that position, including but not limited to being prepared for and replacing the concertmaster when the concertmaster is absent.
23. Musician means any instrumentalist contracted by the CSO, excluding guest artists or CSO members contracted as guest artists.
24. A series is a combination of rehearsals and concerts performing the same repertoire.
25. A season refers to any combination of series and other services contracted from July 1 through the following June 30.
26. A substitute musician is a musician who is listed on the substitute list as described in Article Five, Sections 15 and 16 of this agreement. Such member shall be contracted as needed as described in Article Six of this agreement; such member is not considered to be on tenure-track.
27. An extra musician refers to any musician who is appointed and contracted for one series as described in Article Five, Section 16 of this agreement.

#### *Article Four: Policy Statements*

Any issue requiring attention or action by the CSO must be delivered in writing to the Executive Director of the CSO.

#### *Article Five: Auditions*

1. Formal Auditions for all but substitute musicians may be scheduled only with the approval of the Music Director. Formal Auditions will be coordinated and managed by the Orchestra Manager.
2. Whenever possible, public notice of formal auditions for open positions in the orchestra shall be given at least two months in advance of such auditions. Notice shall be given in all appropriate local and regional professional publications and sites.
3. Committees for formal section auditions shall consist of at least three tenured musicians, including the section principal and at least two musicians from the same family of instruments as the candidate. The Music Director is entitled to serve on all formal audition committees, but may choose to attend only the final round.
4. Audition Committees for formal principal and assistant principal auditions shall consist of at least five tenured musicians, including two principal players from the same family of instruments of the candidates if possible.
5. The Committee Chair shall be the section principal, or nearest related section principal in the case of a principal audition.
6. The members of Audition Committees shall be chosen by the Music Director, in consultation with the Committee Chair. Audition Committee members shall be paid an honorarium for attending auditions of not less than fifteen dollars plus ten dollars for every two hours or fraction thereof of audition time.
7. The repertoire lists for formal auditions shall be compiled by the Committee Chair, in consultation with the Music Director. The Music Director shall give final approval for audition repertoire lists and shall provide them to the Orchestra Manager a minimum of 10 weeks before the audition.
8. The first round of a formal audition shall be behind a screen. Subsequent rounds may be held at the discretion of the committee. Such rounds, if any, may be screened or unscreened at the discretion of the Audition Committee.
9. The Music Director may attend any formal audition round at his or her discretion. In such case, the Music Director shall have one fewer votes than there are voting members of the audition committee. The Music Director shall have the right to conduct the audition if he or she attends.
10. The strongest candidate shall be the one who receives the most votes in the final round of the formal audition. The Audition Committee shall rank the candidates in the order of votes they receive. Should one candidate be the unanimous winner, the committee will designate the remaining suitable candidates in the order of their preference, after the winner. In the event that the winner of the audition does not join the orchestra, the next suitable candidate may be offered the position. This process will continue until all candidates deemed suitable by the Audition Committee have declined to accept the position.

11. In the event that the winner of the position declines to accept a contract for the second year, or fails to complete his/her initial contract, the list of candidates deemed suitable by the Audition Committee may be utilized in the same fashion to contract the musician.

12. At the discretion of the Audition Committee and the Music Director, the strongest candidate may be offered a provisional or an acting contract. Any acting contract shall be of duration one year or less. It is agreed that whenever possible, a provisional contract shall be offered to the strongest candidate.

13. If in the opinion of the Audition Committee no candidate should be offered either a provisional or an acting contract, the Music Director, may appoint a musician of his or her choice to serve in an acting capacity. Such appointment shall be of no more than one year in duration. It is agreed that such appointment shall be a recourse of last resort.

14. Audition Committee member comments shall be made available to all individuals auditioning upon request.

15. A list of acceptable substitute musicians shall be compiled and ranked by order of preference by each section principal in consultation with the Music Director. The substitute list shall include musicians who have played an acceptable formal audition, either for an open position which they did not win or specifically for the substitute list, who have played an acceptable informal audition for at least the section principal and one other principal, or who have, in the opinion of the section principal, performed satisfactorily with the orchestra in the past. The Music Director shall approve the order of substitute section musician lists.

16. When needed, these musicians shall be contracted in preference order by the Orchestra Manager. If no acceptable substitutes can be employed by such process, the Music Director may, with the approval of the section principal, appoint an extra for one concert series.

17. Each section principal shall also compile a list, in preference order, of acceptable substitutes for titled positions. When needed, these musicians shall be called, in preference order, to fill vacancies in titled positions. This list of substitutes shall also be used for all other concerts sponsored by the CSO using CSO musicians, unless the Music Director approves deviating from the call list. This provision shall not be construed to prohibit the hiring of guest artists or pre-existing ensembles that include CSO members. If the CSO sponsors a concert or performance for which it is deemed preferable to deviate from the call order (for instance to use local musicians, to use musicians with a background in music other than the standard orchestra repertoire, or due to time constraints), such deviation must be authorized by the Music Director or, if the Music Director is not available, by the Orchestra Manager.

18. Audition procedures shall be in accordance with the Code of Ethical Practices for National and International Auditions as set forth by the American Federation of Musicians.

19. If it is impossible or impractical to hold a formal audition for an open position in the orchestra, the Music Director, in consultation with the Orchestra Committee, may appoint a musician to fill such opening in an acting capacity, for a term of up to one year.

20. Exception to Audition Requirement

A player with an acting contract playing all, or all but one, of the total number of season concerts offered may be offered a provisional member contract the next season at the discretion of the Music Director, in consultation with the Concertmaster and other principal players from the related family of instruments. The player could then be eligible for provisional member status in the second season and be considered for tenure in the third season.

This policy assumes that acting contracts are very selective, with few players having acting contracts in any given season. This policy also does not mean that anyone with an acting contract automatically will be offered a provisional member contract the next season.

This policy can be offered without holding an audition for the vacant position. In other cases, when an audition is held for a vacancy and no one is deemed the winner of that audition position, a player who has completed an acting contract could be offered a provisional member contract to fill that vacancy.

This policy is effective with the 2010-2011 season, and as an example players with acting contracts for the 2009-2010 season may be considered for a provisional member contract for the 2010-2011 season.

#### ***Article Six: Individual Contracts and Letters of Agreement***

1. The CSO may offer individual contracts and/or letters of agreement (both hereafter referred to as “contracts”) to certain members of the orchestra, the Music Director, the Orchestra Manager, the Cover Conductor and/or the Music Librarian. All such contracts shall incorporate by reference each and all of the provisions of this Master Agreement. Any conflicts between the provisions of this Master Agreement and any such individual contract shall be resolved by reference to the provisions of this Master Agreement, which shall be controlling.

2. Individual contracts offered to musicians shall state the position to be occupied by the musician and his or her status as tenured and provisional musicians. Individual contracts may be offered to musicians who are substitute, acting or extra musicians.

a. An individual contract offered to a substitute musician may be revoked at any time due to gross musical incompetence. In such an instance, the CSO shall only be required to pay the musician for the services completed.

b. Any substitute musician who does not satisfactorily fulfill the terms of an individual contract, may, at the discretion of the section principal, Music Director, and Orchestra Manager, be removed from the substitute list.

3. The Orchestra Manager shall, on behalf of the CSO, and with the approval of the Executive Director, send out individual contracts for the upcoming season no later than June 1, for provisional and tenured orchestra members. Such contracts must be signed and returned within 30 days after being received for the member to retain his or her tenured position. If contracts are distributed late, members may miss two subscription series without losing their tenured status.

#### ***Article Seven: Services***

1. General Provisions:

a. One service per series may be up to three hours in duration without incurring overtime. Pay for the additional half hour shall be 20% of the fee for regular services.

b. During regular service rehearsals, a break of at least fifteen minutes shall be taken. During the 3-hour service, a break of at least twenty minutes shall be taken. These breaks may be subdivided at the discretion of the Music Director, but at no time shall the orchestra play more than 90 minutes without at least a ten-minute break after that segment.

c. An educational concert, with a duration one hour or less, and in conjunction with a rehearsal, both occurring within a time span of two and one half hours, may be considered as a regular service.

## 2. Scheduling of Services:

a. A tentative schedule of services for the next season shall be distributed to the members of the orchestra no later than the final concert of the previous season.

b. There shall be no more than 5 hours of service on any day. A break of at least one and one-half hours shall be taken between services.

c. If changes are made to the time of a scheduled service and a musician receives notification postmarked between 22 and 37 days prior to that service, a musician affected by such change shall be excused from the service without pay if he or she so requests.

d. If a musician receives notification of changes to or cancellation of a scheduled service postmarked within 21 days prior to that service, he or she will be paid for the scheduled service, whether or not he or she is able to attend. Exception to this rule may be made only for cancellation of a service due to inclement weather or other act of God, or to force majeure.

e. The music order for each service shall be fixed and announced no later than 14 days before such service. If changes are made to a rehearsal order after that time, musicians shall not be held responsible for such changes.

f. Inclement weather or travel delays experienced by guest artists or conductors may necessitate changes to the music rehearsal order within 14 days of a service. In such emergency situations, affected musicians will be notified as quickly as possible, and asked to give their best effort to accommodate the necessary changes.

g. Within all reasonable limits, no changes in a concert program shall be made after 60 days before the first rehearsal for that series.

## 3. Overtime and Absences:

a. It is agreed that overtime shall be avoided whenever possible. A maximum of thirty (30) minutes overtime may be granted if requested by the Conductor and approved by the Executive Director prior to the regular service break. Overtime shall be paid by fifteen-minute segments; payment for any such segment or part thereof shall be 15% of the regular service fee.

b. Any anticipated overtime shall be announced no later than one service before that in which the overtime is planned. If such announcement is made, the musicians will be required to play during this period unless specifically excused by the Conductor or Orchestra Manager. If such announcement is not made in advance, no musician shall be required to stay overtime.

c. The Steward shall be responsible for recording the length of overtime performed.

d. When there is overtime, a five (5) minutes break will be awarded. The Orchestra Manager will conduct a hand vote of the musicians prior to the overtime period to determine whether the musicians would prefer the break to be at the beginning or the end of the overtime period. Majority rules.

e. A grace period, no longer than five (5) minutes, may be added to the end of any service to facilitate the completion of a work in progress. This five-minute period will be deducted from the next service, unless the next service is a concert.

#### 4. Replacements:

a. In the event that a Principal, Assistant Principal, or tenured Section Player music miss a concert or season, a replacement shall be chosen from a substitute list established by the Section Principal and the Music Director. That substitute list shall be reviewed at least annually to keep it current and will have a priority order for contacting substitutes. The Section Principal and Music Director will set up and maintain that list with the help of the Orchestra Manager. The list will consist of section members or others who are deemed qualified by audition or by agreement of the Principal Player and the Music Director. The substitute list for section shall be sufficiently large so that the Orchestra Manager will have potential replacements available and an order in which to contact them.

### *Article Eight: Attendance*

#### 1. General Provisions:

a. A musician may be excused without pay for no more than one rehearsal per series. Such rehearsal shall not be the dress rehearsal. Exceptions to both of these provisions must be approved by the Music Director.

b. A musician who misses more than one rehearsal for a series, or who misses the dress rehearsal, shall not be allowed to play the remaining services pertaining to that concert and shall forfeit pay for those remaining services.

c. Musicians requesting to be excused from a rehearsal must inform the Orchestra Manager, in writing, no later than 18 days prior to that service. Failure to do so will be recorded as an unexcused absence. Three unexcused absences in a season may be grounds for dismissal.

d. A musician who is late to a service shall, at the discretion of the Orchestra Manager, be fined on a prorated basis, in fifteen minute increments.

e. In the case of an emergency, a musician shall be excused from a service without pay. The Orchestra Manager, in consultation with the Music Director, shall determine the validity of any excused absence. Notice of such emergency must be given to the Orchestra Manager as soon as possible, or the absence shall not be excused. An emergency is an event, the occurrence of which, is beyond the ability of the individual to control or to anticipate, and the event, if not properly attended to by the individual would result in substantial or significant harm or loss to the individual.

f. Any exceptions to the above provisions must be made by the Music Director.

g. A musician contracted for a particular service should plan on being present for that entire service. Late arrivals based on rehearsal order may be approved by arrangement with the Orchestra Manager, in consultation with the Music Director. As a courtesy, every effort will be made by the Orchestra Manager and Music Director to accommodate late arrivals and early departures, based on rehearsal order. Any musician requesting a late arrival or early departure must provide a phone number to the Orchestra Manager that will provide access to the musician for that rehearsal in the unlikely event that the rehearsal order is changed.

2. Medical Leaves of Absence:

a. A tenured member is entitled to an unpaid medical leave of up to one year for medical disability caused by illness, injury, or pregnancy without loss of tenure.

b. To obtain such leave, the musician must present certification of such disability or pregnancy by a qualified physician, in writing to the Orchestra Manager and Music Director.

3. Non-Medical Leaves of Absence:

a. After completion of five consecutive years of tenured service with the orchestra, a member shall, upon request, be entitled to an unpaid non-medical leave of up to one year. Such leave shall not affect tenure. The musician wishing to obtain such leave must so request in writing to the Orchestra Manager and Music Director by June 1.

b. A musician may also request a second, consecutive non-medical leave of absence of up to one additional year, in writing to the Orchestra Manager and Music Director. Approval of this request for an additional year's leave of absence is at the discretion of the Music Director. If a second consecutive year is approved, the member shall retain tenure but without any guarantee of returning to the same position.

c. A tenured member who has not completed five consecutive years of tenured service may request of the Music Director and Orchestra Manager in writing, by June 1, an unpaid non-medical leave of up to one year. Such leave, if granted, shall not affect his or her position. The musician may also request a second, consecutive leave of absence, without any guarantee of returning to the same position.

d. No more than one non-medical leave per section or three per family of instruments shall be granted. Earlier requests shall receive priority. Service with the orchestra prior to the adoption of this agreement shall count towards the five consecutive years necessary for eligibility.

***Article Nine: Tenure, Non-renewal and Demotion***

1. At the end of the 2000/2001 season, any provisional member who has performed satisfactorily during the 2000/2001 season shall be considered tenured. The member must have met the attendance requirements as described below, unless an exception has been approved by the Music Director.

2. Any provisional member of the orchestra shall receive tenured status for the following season if he or she performs satisfactorily during the season(s) for which the provisional contract is offered.

a. To be considered for tenure, the member may miss no more than one of the subscription series and no more than one extra concert (excluding summer services) in which his or her services are requested in that season as specified in the members contract. The Music Director must approve exceptions to this rule.

b. For titled positions, the decision of whether the provisional member has performed satisfactorily shall be made as follows: the Music Director, all tenured members of the provisional member's section, and all tenured principal members in that family of instruments will vote, with the Music Director having one fewer votes than there are voting musicians.

c. For all other positions the decision of whether the provisional member has performed satisfactorily shall be made as follows: the Music Director and the tenured, titled members of the section will vote, the Music Director having one fewer votes than there are voting musicians. If there is only one tenured titled musician in the section, that musician and the Music Director will mutually decide on another musician from the section or family of instruments.

d. The group of members and Music Director may decide to offer a provisional contract for another year, ask for a re-audition, or offer no contract for the following year if they do not vote to offer a tenured contract.

e. The Music Director will inform the Orchestra Manager of the decision.

3. To retain tenure, a tenured member may miss no more than one of the subscription series and no more than one extra concert (excluding summer series) in which his or her services are requested in the season. The Music Director must approve exceptions to this rule. Absences due to emergencies shall not figure into the retention of tenure. A tenured member is guaranteed continued employment with the orchestra in all services in which he or she is needed, unless his or her contract is not renewed under the procedures described below.

a. The Music Director may choose to revert a tenured member to provisional status if the member's playing is deemed satisfactory but the member fails to fulfill the attendance requirements. If the member does not meet the attendance requirements during the provisional year, the contract will not be renewed.

4. Only the Music Director may place a tenured member on probation. Except for good and just cause, the only reason for such probation shall be an unacceptable level of musical performance.

5. Notice of probationary status for a tenured member being considered for non-renewal or demotion in the next season shall be given to the musician, in writing, no later than November 1. The notice shall be hand-delivered or sent by certified mail, return receipt requested. The section principal shall be informed of the probation. The Orchestra Committee shall be told how many probationary notices were given no later than December 1.

6. The affected musician shall have until April 1 of the following year to address his or her deficiencies. Between November 1 and April 1, the Music Director and Principal of the affected section shall be available for consultation whenever possible. If on April 1 the Music Director still considers the musician's performance to be deficient, a second written notice of intention of non-renewal or demotion shall be given to the musician, by hand or by certified mail as above, and to the Orchestra Committee.

7. After April 1 and before May 15, the affected musician shall have the right to play an audition before the Music Director and a Renewal Committee consisting of seven tenured members of the orchestra. This Renewal Committee shall be elected as needed by the orchestra. Each member of the committee shall have one vote, and five votes shall be necessary to overturn the Music Director's decision. The outcome of this audition shall be binding on all parties. The musician on probation shall be given at least two weeks' notice of the date of this audition. The audition list shall consist of orchestral excerpts, half to be chosen by the Music Director and half by the musician on probation. The excerpts shall be taken from repertoire performed by the orchestra during the two most recent seasons.

8. No more than four tenured members may be considered for non-renewal or demotion in any one season. No tenured member may be considered for non-renewal or demotion in the first or last season of a Music Director's association with the orchestra.

9. A tenured member may not be demoted within his or her section without the observance of the above probationary procedures.

10. The contract of a member of the orchestra may be terminated without recourse to the provisions of this article only for good and just cause. Such cause is exemplified by gross disciplinary infractions or conduct unbecoming to the professionalism of the CSO, including appearing at any service under the influence of illicit drugs or alcohol; willfully damaging property of the CSO, the owner of the site of services or of another musician; and/or repeated unexcused absences from or tardiness to services.

#### ***Article Ten: Reduced Instrumentation and String Seating***

1. Tenured musicians shall have the right of first refusal for all concerts organized by the CSO involving a full symphony orchestra, including subscription, family, educational, and pops concerts. Youth Orchestra Concerts are exempt from this provision. The call order for all other concerts organized by the CSO involving CSO musicians shall be as described below.

2. The CSO shall not contract more musicians than needed for a series. If a musician has been contracted for a series, he or she may not be excluded from playing the series unless there has been a change in repertoire.

3. String Section Seating:

a. Tenured and provisional string section players for all concerts that require a full Core Orchestra, shall be rotated every concert. The string section principals shall be responsible for this rotation.

b. Tenured and provisional string section players will be seated above substitute section players. Tenured players will be seated in the outside position when sharing a stand with a substitute player.

c. The Music Director may make an adjustment in seating for compelling musical considerations for a specific concert. If adjustments are made for a specific concert, seating for the next concert will return to the place within the rotation that it would have been if the adjustments had not been made.

4. Concerts that call for Reduced Instrumentation are occasionally scheduled. Therefore, tenured members cannot expect to be contracted for all concerts organized by the CSO; however, tenured members will have the first right of refusal when their services are required.

#### ***Article Eleven: Working Conditions***

1. In the event that inclement weather makes it necessary or advisable for orchestra members to remain in the area overnight, management shall endeavor to provide local accommodations free of charge. Management shall also endeavor to obtain an ongoing agreement with local motels to provide such accommodations at the best rate possible, if free local lodging cannot be found.

a. In the event of a winter storm warning, Management shall dismiss the orchestra as early as deemed necessary. If thirty minutes or more of rehearsal time is lost, the Music Director may make up thirty minutes during the other rehearsals of that concert set; the musicians shall not receive overtime for those rehearsals. If the Music Director does not make up that time by the end of the dress rehearsal, it is considered lost. The musicians shall be paid for the time regardless of whether it is used.

2. Stage seating shall be set and available to musicians at least thirty minutes prior to any service whenever possible.
3. Whenever possible, stage and house lighting shall be set at least five minutes prior to any rehearsal and at least ten minutes prior to any concert, and shall not be changed after that time except during breaks or intermissions. Lighting must at all times be sufficient to avoid eye-strain by musicians; stand lights shall be provided if necessary.
4. A thermometer shall be kept on stage at all times. In no case shall the orchestra be required to play if the stage temperature is less than 65 degrees or greater than 80 degrees Fahrenheit.
5. The CSO has the right to record in audio or video entire performances and/or rehearsals for use on public radio broadcasts and social media. For other types of publicity, promotion, fundraising and marketing, the CSO has the right to use up to five minutes of recorded material, audio or video. Still photographs of individual players or groups of players, while performing with the CSO may be used for promotional purposes.

#### ***Article Twelve: Dress***

1. The dress code for concerts shall be, for orchestra men, black tuxedo, white shirt, black bow tie, black socks, and black shoes, and for orchestra women, black floor-length or ankle-length dresses or skirts or black loose-fitting pants, black at least three quarter-length sleeved blouse, black jacket or sweater if desired, black shoes, black hosiery or black suits with white blouses. No obtrusive jewelry may be worn.
  - a. For Education concerts, the dress code shall be for orchestra men, dark suit, white shirt, long any-colored tie, black socks, black shoes, and for orchestra women, the same as above.
2. Exceptions to the above dress code shall be announced to the orchestra no later than seven days prior to the concert in question.
3. After one warning from the Orchestra Manager, the Orchestra Manager may fine an offending musician \$25.00 for a dress code violation. Continued violation of the dress code may be grounds for dismissal.
4. The orchestra shall not be required to observe concert dress for rehearsals.
5. Once a season, the CSO may ask the orchestra to remain on-stage following a performance for the purpose of taking photographs. The total time for the photographs will be 20 minutes, timed by the steward from the conclusion of the final applause, and within the standard 2 and ½ hour concert period.

#### ***Article Thirteen: Committees and Representatives***

1. An Orchestra Committee [OC] consisting of six tenured members shall be elected by secret ballot of the tenured musicians as follows: two strings, elected in alternate years; two non-strings (woodwinds, brass and percussion) elected in alternate years; one at-large; and one Orchestra Representative [OR], also elected at-large. The two at-large positions shall be elected in alternate years. The strings and non-strings members shall be elected by members of their respective categories of instruments. Such election shall take place during the last week of scheduled service for a season. The OC member so elected shall serve a term of two years (July 1 to June 30).
2. In the event that the musician elected as OR is unable or unwilling to finish his or her term, the Orchestra Committee may appoint a member of the orchestra to fill out the remainder of the unexpired term.

3. In the event that an elected OC member other than the OR is unwilling or unable to finish his or her term, the OC shall appoint another tenured musician from that category of instruments to finish the unexpired term.
4. The OC shall meet periodically to discuss and vote to recommend or not recommend any proposals placed before it by an orchestra member or a member of management. Such votes shall not be considered binding on either orchestra or management, except as specifically provided by the terms of this agreement.
5. The OR shall serve as liaison between management and orchestra. In this capacity, the OR shall—like the Orchestra Manager—be responsible for monitoring adherence by all parties to the provisions of the Master Agreement and contracts; breaches of such provisions shall be brought to the attention of the OC, the Orchestra Manager, the Music Director, and the Executive Director of the CSO.
6. The OR shall serve on the Board of Directors of the CSO during this term. Such member's voting capacity on the Board shall be subject to the Board's by-laws. In this capacity, the OR shall give periodic reports to the Board regarding orchestra issues and give periodic reports to the orchestra regarding Board issues.
7. The OC shall elect one of its members to serve as chair. The chair shall schedule periodic meetings and oversee the transmission of information between the OC, the OR, orchestra and management.
8. The Orchestra Committee shall be responsible for conducting elections for Orchestra Committee members and tenure renewal committee members, as well as votes for changes to the Master Agreement.

#### *Article Fourteen: Duties of the Orchestra Manager*

1. Except as expressly noted in this agreement, the Orchestra Manager shall be responsible for adherence to the provisions of the Master Agreement and contracts. Breaches of such provisions shall be brought to the attention of the Orchestra Committee, the Music Director, and the Executive Director of the CSO.
2. The Orchestra Manager shall serve as a liaison between the orchestra, the Executive Director of the CSO, and Music Director or other conductors at all concerts, rehearsals, and auditions, and shall attempt to resolve all operational problems at such times.
3. The Orchestra Manager shall, on behalf of the CSO, and with the approval of the Executive Director and Music Director, send out musician's contracts for the upcoming season no later than June 1.
4. The Orchestra Manager shall ensure that the correct complement of musicians is contracted for every service at least 37 days prior to the first rehearsal of each concert, and shall provide a detailed list of such musicians to the music librarian and the symphony office. At this time, the Orchestra Manager shall also inform the principal string players of the roster for their string sections for each concert. The principal string players shall provide a seating list for their sections to the music librarian at least 30 days prior to the first rehearsal.
5. The Orchestra Manager shall coordinate and manage all formal auditions for the orchestra.
6. If any of the above deadlines are missed, management may, at its discretion, fine the offending party not more than \$15 on his or her next paycheck. Such fine shall be applied to the purchase of music for the orchestra library.
7. The Orchestra Manager shall keep accurate attendance records at every service.

8. The Orchestra Manager shall compile and maintain a current directory of tenured and provisional members of the orchestra and make that directory available to the symphony office and the music librarian. A copy of this directory will also be provided to every tenured and provisional member of the orchestra on the orchestra's website.

9. The Orchestra Manager shall ensure that the OC, OR, Music Director and steward have the most current version of the Master Agreement.

10. In some cases, the Orchestra Manager may be asked to help procure additional instruments needed for a particular concert series. This is often done in consultation with the Executive Director.

### ***Article Fifteen: Duties of Librarian***

#### **1. Major Functions of Librarian:**

a. The librarian is responsible for obtaining printed music to satisfy the needs of the orchestra or any of its officially related ensembles. The librarian shall research the availability and cost of such music, and, in consultation with the Music Director, shall determine whether the interests of the orchestra are best served by rental or purchase of such music.

b. The librarian shall distribute and collect music folders as needed at all services. Musicians who take music with them after the last concert of a series shall, at the discretion of the librarian and the Orchestra Manager, be fined \$15 on their next paycheck. Such fine shall be used to purchase music for the orchestra library. This fine may be greater in the case of rental music, and shall reflect the incurred cost to the orchestra.

c. The librarian shall observe the timetable of duties as listed below.

#### **2. Timetable of Duties:**

a. The Music Director shall inform the librarian of the concert program no later than 145 days prior to the first rehearsal of that program.

b. Provisions c. through h. below apply to non-rental music.

c. No later than 100 days before the first rehearsal of a program, the librarian shall distribute parts to the concertmaster. Unless otherwise agreed upon, only one part for each piece shall be distributed to these players.

d. No later than 70 days before the first rehearsal of a program, the librarian shall distribute parts to the principal percussionist to allow for procurement of instruments.

e. No later than 60 days before the first rehearsal of a program, the librarian shall distribute parts to the principal strings, along with a copy of the concertmaster's markings for the principal strings and the conductor. At this time, the concertmaster's original part shall be returned. Unless otherwise agreed upon, only one part for each piece shall be distributed to these players.

f. Between 45 and 60 days before the first rehearsal, the concertmaster and principal strings shall consult and coordinate bowings.

g. No later than 45 days before the first rehearsal, the concertmaster and other principal string players shall give their bowed parts to the copyists, and the librarian shall give the unbowed section string parts to the copyists. Such copyists must be trained string players and/or experienced copyists.

h. No later than 30 days before the first rehearsal, the copyists shall give bowed parts to the librarian. A minimum of one part per stand of each piece shall be bowed and labeled as bowed. Copies of bowed parts may be distributed as practice parts, but may not be used in rehearsals or concerts.

i. The librarian shall ensure that all orchestral parts are received by musicians no later than 22 days before the first rehearsal.

j. Not with-standing the above timetable, a reasonable effort shall be made by all parties involved to distribute all parts by the previous concert.

k. If one of the above deadlines is missed, management may, at its discretion, fine the offending party not more than \$15 on his or her next paycheck. Such fine shall be applied to the purchase of music for the orchestra library.

l. The librarian shall inform the concertmaster and principal strings of the expected arrival date of rental music no later than 60 days before the first rehearsal. Rental parts, bowed if appropriate and possible, shall be distributed at the earliest possible time.

#### ***Article Sixteen: Duties of the Steward***

1. The Orchestra Manager shall designate a steward who shall be responsible for the provisions of this article. If this is not possible, the Orchestra Manager shall be responsible for such provisions.

2. The steward shall keep the official time at every service. In addition, the steward shall ensure that a clock is clearly visible to the conductor for every rehearsal.

3. The steward shall signal the beginning of every rehearsal. No orchestra business, including tuning and official announcements, shall be conducted before such signal.

4. The steward shall indicate to the conductor the time two minutes before any mandatory break or the end of a rehearsal or overtime of a rehearsal.

5. The steward shall indicate to the conductor when the mandatory break or end of rehearsal occurs. The steward shall also indicate the end of the five-minute grace period.

6. The steward shall, in the green room, indicate to the orchestra the time five minutes before the end of an official break.

7. The steward shall monitor the stage temperature as described in Article Eleven, Section 4 above.

8. The steward shall be onsite at least ten minutes before the start of every rehearsal and concert.

#### ***Article Seventeen: Compensation***

1. Each of the provisional and tenured musicians will be paid as employees of the CSO, with all appropriate payroll taxes being paid. Substitutes are considered independent contractors and are not paid as employees.

2. Compensation for upcoming seasons will be negotiated in the spring. Negotiations will be concluded no later than May 15 of that year to allow for contracts to be mailed by June 1.
3. An appendix to this document will include specific current compensation rates, as well as historical figures.
4. Audition Committee members shall be paid an honorarium for attending auditions of not less than fifteen dollars plus ten dollars for every two hours or fraction thereof of audition time.
5. Beginning with the 2000/2001 Season, the minimum rates listed above will be increased by 20% for every 3-hour service.
6. Overtime shall be paid by fifteen-minute segments; payment for any such segment or part thereof shall be 15% of the regular service fee.

***Article Eighteen: Provisions Pertaining to this Agreement***

1. This agreement shall be in effect through the 2003/2004 Season. Thereafter it shall remain in effect from year-to-year unless written notice is given by either the Orchestra Committee or CSO to the other that re-negotiation is desired. For an amended agreement to take effect in the next season such notice must be given by Jan 1 and negotiations must be concluded by May 1 of the same season. The changes would then go into affect with the following season, i.e. July 1 of the same calendar year.
2. This agreement must be approved by the CSO and by a simple majority of the votes cast by the tenured musicians, as defined by this agreement.
3. Any subsequent changes to this agreement must be approved by the CSO and by a simple majority of the then voting tenured members of the orchestra. The Orchestra Committee shall report to the orchestra its recommendations on any such changes before any vote is taken.
4. Should any provision of this agreement be determined by competent authority to be illegal or invalid, such provision shall be stricken from the agreement. All other provisions of the agreement shall continue in full effect.
5. This agreement may be canceled by the CSO only by reason of act of God, civil strife, or governmental regulations beyond the control of the CSO. This agreement shall then be canceled upon payment of all compensation due up to the date of cancellation.
6. This agreement, upon acceptance, shall be made available to all tenured and provisional members of the orchestra.
7. Execution of this agreement by a member of the CSO constitutes acknowledgment by such representative that he or she has the authority of each and all of the tenured members of the CSO to execute this agreement on their behalf.
8. This agreement shall be binding upon each and all of the tenured, provisional, substitutes, acting and extra members of the CSO as if each and every member, present and future, of the CSO had individually executed this agreement.

9. Any tenured, provisional, substitute, acting or extra musician may file a grievance concerning a violation of the terms of the Master Agreement. The musician shall first consult with a member of the Orchestra Committee to discuss the problem and a possible informal resolution of the problem. The Orchestra Committee will then attempt to work with the player and the Executive Director of the CSO to resolve the problem informally. If an informal resolution is not possible, the musician will submit the grievance to the Orchestra Committee chair, in writing or via email.

The grievance will consist of a description of the problem, a proposed resolution of the problem, and a proposed deadline for resolving the problem. The Orchestra Committee chair will then submit the grievance to the Executive Director of the CSO for review. The CSO will respond to the grievance within one month of receiving it.

If the grievance remains unresolved, the grievance will be remanded to a mediation committee comprised of: one (1) orchestra member selected by the grieving musician, one (1) member of the Board of Directors selected by the President of the Board of Directors, and one (1) professional from a list of acceptable third party individuals who are mediators or attorneys. This list of third party individuals will be agreed upon and maintained by the Orchestra Committee and management of the CSO. The expense for the third party will be shared at a 50%/50% rate by the grieving musician and the CSO.

10. Changes in this Master Agreement may be made without following the formal renegotiation process if agreed to by both the CSO and the Orchestra Committee. Any changes must be approved by the CSO and by a simple majority of the tenured members of the orchestra. These approved changes will be reflected in addendums to this Master Agreement.

**Statement of Ratification:** This agreement has been ratified by the Cheyenne Symphony Board of Directors and by a majority of the tenured members of the Cheyenne Symphony Orchestra, prior to the adoption of this revised Master Agreement on September 23, 2012.

Original to be Signed by 2012/13 Orchestra Committee and CSO Board Representatives from the Organizational and Strategic Planning Committee:

_____	Dated: _____

## *Appendix*

1. 2000/2001 Season - During this season, minimum rates for a regular service are as follows: Section musician - \$47; assistant principal - \$50; principal - \$54. During this season, minimum rates for a regular service for substitutes will be \$42. Substitutes for assistant principals and principals will be paid at the rate for those positions.
2. 2001/2002 Season – During this season, minimum rates for a regular service are as follows: Section musician - \$50; assistant principal - \$53; principal - \$57. During this season, minimum rates for a regular service for substitutes will be \$44. Substitutes for assistant principals and principals will be paid at the rate for those positions.
3. 2002/2003 Season – During this season, minimum rates for a regular service are as follows: Section musician - \$53; assistant principal - \$56; principal - \$60. During this season, minimum rates for a regular service for substitutes will be \$46. Substitutes for assistant principals and principals will be paid at the rate for those positions.
4. 2003/2004 Season- During this season, minimum rates for a regular service are as follows: Section musician-\$53; assistant principal-\$56; principal \$60.During this season, minimum rates for a regular service for substitutes will be \$46.Substitutes for assistant principals and principals will be paid at the rate for those positions.
5. 2004/2005 Season- During this season, minimum rates for a regular service are as follows: Section musician-\$55; assistant principal-\$58; principal \$62.During this season, minimum rates for a regular service for substitutes will be \$48.Substitutes for assistant principals and principals will be paid at the rate for those positions.
6. 2005/2006 Season- During this season, minimum rates for a regular service are as follows: Section musician-\$57; assistant principal-\$60; principal \$64.During this season, minimum rates for a regular service for substitutes will be \$49.Substitutes for assistant principals and principals will be paid at the rate for those positions.
7. 2006/2007 Season- During this season, minimum rates for a regular service are as follows: Section musician-\$58.71; assistant principal-\$61.80; principal \$65.92.During this season, minimum rates for a regular service for substitutes will be \$50.47 Substitutes for assistant principals and principals will be paid at the rate for those positions.
8. 2007/2008 Season- During this season, minimum rates for a regular service are as follows: Section musician-\$61.06; assistant principal-\$64.27; principal \$68.56.During this season, minimum rates for a regular service for substitutes will be \$52.49 Substitutes for assistant principals and principals will be paid at the rate for those positions.
9. 2008/2009 Concert Season- During this season, minimum rates for a regular service are as follows: Section musician-\$64.00; assistant principal-\$67.00; principal \$75.00During this season, minimum rates for a regular service for substitutes will be \$56.00 Substitutes for assistant principals and principals will be paid at the rate for those positions. Concertmaster rate is \$154.00 per service and Assistant Concertmaster is \$89.00 per service.
10. 2009/2010 Concert Season – Due to sever economic downturns there will be no change in pay rates for this season and rates for 2008/2009 will apply.

11. 2010/2011 Concert Season- During this season, minimum rates for a regular service are as follows: Section musician-\$69.00; assistant principal-72.00; principal \$80.00. During this season, minimum rates for a regular service for substitutes will be 64.00. Substitutes for assistant principals and principals will be paid at the rate for those positions. Concertmaster rate is 160.00 per service and Assistant Concertmaster is \$93.00 per service.

12. 2011/2012 Concert Season- During this season, minimum rates for a regular service are as follows: Section musician-\$71.00; assistant principal-\$74.00; principal-\$82.00. During this season minimum rates for a regular service for substitutes will be paid at the rate for those positions. Concertmaster rate is \$163.00 per service and Assistant Concertmaster is \$95.00 per service.

13. 2012/2013 Concert Season- During this season, minimum rates for a regular service are as follows: Section musician-\$74; assistant principal-\$76; principal-\$82. During this season minimum rates for a regular service for substitutes will be paid at the rate for those positions.

Additional compensation will be provided for the following, at the rates listed below.

a. Cartage will be paid per concert set:

harp-\$75

harpsichord-\$150

non-CSO owned timpani-\$100

non-CSO owned percussion-\$15 per stand, including but not limited to: 6 or more small accessory instruments, drums, and mallet instruments

drum-set-\$75

b. Doubling will be paid per concert set at 20% of the service rate and tripling will be paid at an additional 10% of the service rate. Musicians paid for doubling and tripling must be required by the part issued to play multiple instruments per concert set. Instruments typically paid doubling and tripling include, but are not limited to:

Flute and piccolo

Oboe and English horn

Clarinet and Bass clarinet and/or E-flat Clarinet

Bassoon and contra bassoon

Trumpet and Piccolo trumpet and/or Flugelhorn

Alto Saxophone and Tenor Saxophone and/or Baritone Saxophone

Percussion and Keyboard

c. Bowing will be paid to string principals, per concert set in which their services are required, at an additional service's rate.

d. Copying will be paid at \$300.00 per concert set in which the services are required. This may not be applicable to programs involving less than 20 string players.

14. 2013/2014 Concert Season- During this season, minimum rates for a regular service are as follows: Section musician-\$75; assistant principal-\$78; principal-\$84. During this season minimum rates for a regular service for substitutes will be paid at the rate for those positions.