

**NEW
JERSEY
SYMPHONY**
XIAN ZHANG MUSIC DIRECTOR

New Jersey Symphony

and

Northern New Jersey Musicians' Guild
Local 16-248,
American Federation of Musicians

Master Agreement
2022-2027

Final version for signature.
2/23/2023

CONTENTS

ARTICLE 1. UNION RECOGNITION 7

1.1 RECOGNITION.....7

1.2 OBLIGATION OF THE UNION7

1.3 MUSICIANS’ OBLIGATIONS7

1.4 USE OF NAME8

1.5 WORK DUES REMITTANCE8

1.6 PUBLIC RECOGNITION8

ARTICLE 2. INSTITUTIONAL RELATIONSHIP 8

2.1 INTENT.....8

2.2 ATTENDANCE AT BOARD MEETINGS.....9

2.3 ARTISTIC LEADERSHIP SEARCH9

2.4 CHIEF EXECUTIVE OFFICER SEARCH.....9

2.5 BOARD LEADERSHIP SEARCH.....10

2.6 ADMINISTRATIVE STAFF SEARCH10

2.7 ARTISTIC PLANNING.....10

2.8 YESHIVA10

ARTICLE 3. TERM OF AGREEMENT 10

3.1 EFFECTIVE DATES10

3.2 LENGTH OF SEASON.....11

3.3 LENGTH OF WINTER SEASON11

3.4 SERVICE RECONCILIATION11

ARTICLE 4. COMPENSATION 11

4.1 MINIMUM WEEKLY AND PER SERVICE RATE.....11

4.2 ELECTRONIC MEDIA GUARANTEE12

4.3 EXCEPTIONS12

4.4 EXTRA SERVICE COMPENSATION12

4.5 INDIVIDUAL CONTRACTS12

4.6 OVERTIME13

4.7 SENIORITY PAY13

4.8 MOVE-UP PAY.....13

4.9 DOUBLING13

4.10 PAYMENT SCHEDULE.....14

4.11 VACATION PAY14

4.12 NJPAC HOUSE ORCHESTRA14

4.13 PREMIUM PAY SERVICES.....15

4.14 OVERSCALE15

4.15 MUSIC EDUCATION INSTRUCTION.....15

4.16 CONTRACTED MUSICIAN SOLO FEE.....16

4.17 AUDITIONS17

4.18 REVENUE SHARE17

4.19 SERVICE RATIOS.....17

4.20 CENTENNIAL SEASON BONUS.....19

ARTICLE 5. SERVICES AND SCHEDULING..... 19

5.1 CONCERT SERVICES.....19

5.2 REHEARSAL SERVICES19

5.3 BACK-TO-BACK CONCERTS.....20

5.4 REHEARSAL-CONCERT SERVICE20

5.5 OPERA, ORATORIO, BALLET & FILM.....20

5.6 SOUND CHECKS21

5.7 SPLIT ORCHESTRA21

5.8 SECTIONAL REHEARSALS22

5.9 CONCERT ATTENDANCE22

5.10 OVERTIME22

5.11 SERVICES PER WEEK23

5.12 STUDENT PARTICIPATION.....23

5.13 DEFINITION OF SEASONS.....23

5.14 TENTATIVE SCHEDULES.....23

5.15 FIRM SCHEDULES23

5.16 WEEKLY SCHEDULE.....24

5.17 CHANGES IN SCHEDULE24

5.18 FLEXIBILITY IN SCHEDULING25

5.19 MINIMUM TIME BETWEEN SERVICES25

5.20 HOLIDAYS.....25

5.21 CONTIGUOUS WEEKS.....25

ARTICLE 6. COMMUNITY PARTNERS (CP) PROGRAM 25

6.1 PURPOSE AND SCOPE.....25

6.2 DESIGNATED NUMBER OF SERVICES.....26

6.3 IMPACT ON HEALTH INSURANCE.....26

6.4 QUALIFYING ACTIVITIES.....26

6.5 SCHEDULING27

6.6 PARTICIPATION29

6.7 CP TASK FORCE29

6.8 TRAVEL29

6.9 PAYMENT SCHEDULE.....29

6.10 RECORD OF CP PARTICIPATION29

6.11 CP SERVICE DURATION & CALL TIME29

6.12 LATENESS29

6.13 CANCELLATION30

6.14 PROFESSIONAL DEVELOPMENT.....30

6.15 NEW JERSEY SYMPHONY CHAMBER ENSEMBLES.....30

ARTICLE 7. OBLIGATION OF THE PARTIES..... 30

7.1 RULES AND REGULATIONS.....30

7.2 STANDARDS OF CONDUCT.....31

7.3 ARTISTIC AUTHORITY31

7.4 PERSONNEL MANAGER AND ASSISTANT PERSONNEL MANAGER.....31

7.5 DISPUTES.....32

7.6 LIBRARIANS.....32

7.7 SEASON HANDBOOK.....32

7.8	ARTISTIC OPERATIONS STAFF.....	32
7.9	NO STRIKE/LOCKOUT.....	32
ARTICLE 8.	PHYSICAL WORKING CONDITIONS	33
8.1	NOTIFICATION OF STAGE REQUIREMENTS	33
8.2	STAGE REQUIREMENTS.....	33
8.3	SUMMER CONCERTS.....	34
8.4	ONSTAGE VOLUME LEVELS.....	34
ARTICLE 9.	ENGAGEMENT AND SELECTION OF PERSONNEL	35
9.1	NUMBER OF CONTRACTED MUSICIANS	35
9.2	PERSONAL SERVICE CONTRACTS	35
9.3	RETIREMENTS AND RESIGNATIONS.....	35
9.4	NOTICE: TENURE AND NON-RENEWAL	36
9.5	PROCEDURE FOR FILLING PERMANENT CONTRACT POSITIONS	37
9.6	PROCEDURE FOR FILLING ACTING CONTRACTED POSITIONS	41
9.7	PROCEDURE FOR FILLING TEMPORARY VACANCIES.....	42
9.8	RIGHTS OF CONTRACTED MUSICIANS	43
9.9	REVOLVING STRING SEATING.....	43
9.10	SEATING.....	43
9.11	ASSIGNMENT OF REDUCED ORCHESTRA SERVICES.....	43
ARTICLE 10.	TERMINATION, NON-RENEWAL & DEMOTION	44
10.1	DISCIPLINARY PROCEDURE AND TERMINATION	44
10.2	NON-RENEWAL AND DEMOTION BASED ON ARTISTIC STANDARDS	44
10.3	STRING SECTION RESEATING.....	45
ARTICLE 11.	GRIEVANCES	46
11.1	GRIEVANCE.....	46
11.2	UNION OR MUSICIAN AS GRIEVANT	46
11.3	ARBITRATION	47
11.4	SYMPHONY AS GRIEVANT.....	47
ARTICLE 12.	RUN-OUTS AND TOURS.....	47
12.1	DEFINITIONS	47
12.2	TRAVEL TO RUN-OUTS	48
12.3	BUSES.....	48
12.4	TRAVEL ALLOWANCE:	49
12.5	BUS CAPTAINS.....	49
12.6	MEAL ALLOWANCE.....	49
12.7	NOTIFICATION FOR DOMESTIC TOURS	49
12.8	NOTIFICATION FOR FOREIGN TOURS	50
12.9	CANCELLATION OF TOUR	50
12.10	LENGTH OF TOUR.....	50
12.11	SCHEDULING ON DOMESTIC AND FOREIGN TOURS	50
12.12	SCHEDULING ON DOMESTIC TOURS	51
12.13	SCHEDULING ON FOREIGN TOURS.....	51
12.14	HOTEL ACCOMMODATIONS ON TOUR	51
12.15	PER DIEM PAYMENTS ON TOUR	51

12.16	GENERAL TOUR PROVISIONS	52
ARTICLE 13. BENEFITS.....		52
13.1	HEALTH INSURANCE.....	52
13.2	LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	55
13.3	WORKERS’ COMPENSATION, UNEMPLOYMENT AND TEMPORARY DISABILITY.....	55
13.4	INSTRUMENT INSURANCE.....	55
13.5	PENSION AND SUPPLEMENTAL RETIREMENT PLANS.....	56
13.6	FLEXIBLE SPENDING ACCOUNT.....	56
13.7	ATTENDANCE	57
13.8	LEAVES.....	59
13.9	SICK LEAVE	59
13.10	LIGHT DUTY REINSTATEMENT	62
13.11	OTHER UNPAID LEAVE	62
13.12	TAX FREE TRANSPORTATION PLAN.....	63
ARTICLE 14. ELECTRONIC MEDIA		64
14.1	GENERAL APPLICATION	64
14.2	IMPROPER USAGE	64
14.3	ARCHIVAL TAPING	64
14.4	RADIO BROADCASTS	64
14.5	NEWS OR PROMOTIONAL USES.....	65
14.6	COMMERCIAL RECORDINGS.....	65
14.7	FUND-RAISING RECORDING.....	65
14.8	AUDIO/VIDEO PROJECTION.....	65
14.9	APPLICATION TAPES.....	65
14.10	STUDY TAPES	65
ARTICLE 15. COMMITTEES OF THE ORCHESTRA		65
15.1	ORCHESTRA COMMITTEE	65
15.2	ARTISTIC ADVISORY COMMITTEE.....	65
15.3	REVIEW COMMITTEE	66
15.4	STRING RESEATING REVIEW COMMITTEE	66
15.5	TOUR COMMITTEE	66
15.6	STRATEGIC ADVISORY COMMITTEE.....	66
15.7	EDUCATION TASK FORCE	66
15.8	SAFETY TASK FORCE.....	67
ARTICLE 16. NON-DISCRIMINATION		67
16.1	GENERAL.....	67
16.2	UNION ACTIVITY	67
16.3	AUDIENCE.....	67
16.4	COMMITTEE PARTICIPATION.....	67
ARTICLE 17. MISCELLANEOUS.....		67
17.1	DIRECTORS’ LIABILITY LIMITATION	67
17.2	BUDGET REVIEW.....	67
17.3	ESCROW DEPOSIT	67
17.4	EXTRA SERVICES.....	67

17.5	NON-ACOUSTIC INSTRUMENTS.....	68
17.6	INSTRUMENTATION AND INSTRUMENT SUBSTITUTION	68
17.7	DISTRIBUTION OF AGREEMENT	68
17.8	COMPLIMENTARY TICKETS	68
ARTICLE 18. MANAGEMENT RIGHTS AND RESPONSIBILITIES		68
18.1	BUSINESS AND ARTISTIC MANAGEMENT	68
18.2	FINANCIAL EMERGENCY – REOPENING OF NEGOTIATIONS	68
APPENDIX A SCORE ORDER INSTRUMENT LIST.....		71
APPENDIX B MAP.....		72
APPENDIX C ARCHIVAL RECORDING RELEASE AND AGREEMENT FORM.....		73
APPENDIX D CHRONOLOGICAL ACTION DATES		74

AGREEMENT

NEW JERSEY SYMPHONY ORCHESTRA
doing business as NEW JERSEY SYMPHONY
(hereafter designated as the "Symphony"), and

NORTHERN NEW JERSEY MUSICIANS' GUILD
LOCAL 16-248, AMERICAN FEDERATION OF MUSICIANS
(hereafter designated as the "Union").

WITNESSETH:

WHEREAS, the parties hereto desire to enter into this Agreement relating to wages, hours and other conditions of employment of the Musicians and librarian(s) comprising the New Jersey Symphony; and

WHEREAS, the parties hereto desire that this Agreement shall promote the principles of fair practice in the employment of said Musicians and librarian(s) and shall be consistent with the rules and by-laws of the Union and of the American Federation of Musicians and with the economic and other limitations of the non-profit, public-supported nature of the Symphony.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

ARTICLE 1. UNION RECOGNITION

1.1 Recognition

The Symphony recognizes Local 16-248, American Federation of Musicians, AFL-CIO ("the Union") as the sole and exclusive collective bargaining agent for the Musicians and librarian(s) of the New Jersey Symphony. The Symphony further recognizes the Orchestra Committee elected by the Musicians and librarian(s) as the body of the Union with which it shall initially deal in all matters relating to this Agreement. The Union may appoint one (1) contracted Musician to act as Steward. The duties of such Steward shall be limited solely to observing that those provisions in this Agreement that pertain to the rights and obligations of the Union are properly administered and that such information is transmitted to the Board of the Union and to the Symphony. The Symphony further recognizes the Steward if one should be appointed by the Union.

1.2 Obligation of the Union

Nothing in this Agreement shall be so construed as to interfere with any obligation that any of the Musicians or librarian(s) of the Orchestra personally owe to the American Federation of Musicians or to the Union by reason of any prior obligation to either of said organizations as members thereof. It is further understood that the Constitution, By-laws, rules and regulations of the American Federation of Musicians and of the Union and all proper amendments thereto (the Union agrees to immediately communicate any amendments to the Symphony) shall govern this Agreement and be deemed a part hereof, unless they are in conflict with the provisions of this Agreement.

1.3 Musicians' Obligations

In order for a Musician or librarian to remain "a member in good standing of the AFM," a Musician must comply with the following provisions:

- A. The Symphony agrees that all Musicians and librarian(s) who, on the date of signing this Agreement, are members of the Union shall maintain their membership for the full term of this

Agreement. The Symphony further agrees that Musicians and librarian(s) hired after the signing of this Agreement, shall, as a condition of employment, be or become members of the Union on or before the thirty-first (31st) day following either the date of signing this Agreement or the day of their employment, whichever occurs later. The term "maintain their membership" in the Union shall be interpreted to include the payment of the initiation fee, membership dues, work dues, Orchestra Committee dues, ICSOM dues, and assessments uniformly required of all Musicians and librarian(s).

- B. Upon presentation of a check-off authorization from a Musician or librarian, the Symphony shall deduct from the Musician's or librarian's pay and remit to the Union the membership dues, work dues, and assessments as required by the Constitution and By-laws of the Union, and shall deduct from the Musician's and librarian's pay and remit to the Orchestra Committee the dues and assessments of the Orchestra Committee and the ICSOM dues, providing the Orchestra Committee and Union with a list itemizing the names and amounts withheld together with the check for same amounts.
- C. The authorization shall be irrevocable for a period of one (1) contract year, or until the termination of the then current Agreement between the Symphony and the Union, whichever occurs earlier; and the authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) contract year or for the period of each succeeding applicable Agreement between the Symphony and the Union, whichever is shorter, unless written notice is given by the Musician or librarian to the Symphony and the Union not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or each applicable Agreement between the Symphony and the Union, whichever occurs earlier.

1.4 Use of Name

The name "The New Jersey Symphony" shall be used only for orchestral performances of forty-eight (48) or more Musicians. If fewer than forty-eight (48) Musicians perform with a conductor/leader, the name "Members of the New Jersey Symphony" shall be used. If fewer than fifteen (15) Musicians perform, the name "New Jersey Symphony Chamber Players" shall be used.

1.5 Work Dues Remittance

The Symphony shall remit monthly all work dues withheld from Musicians' and librarian(s)' salaries to the Union. If each monthly payment is not received postmarked by the fifteenth (15th) of the month following the month for which the dues were withheld (consistent with AFM bylaws), a one percent (1%) penalty shall be due. A two percent (2%) penalty shall be due for the second month, or part thereof, in which full payment is not received. A three (3%) penalty shall be due for the third month and each subsequent month, or part thereof, in which full payment is not received.

1.6 Public Recognition

The Symphony agrees to include, in the case of concerts wherein a Symphony-produced printed program is distributed to the audience, the following phrase:

"The Musicians and Librarians employed by the New Jersey Symphony are members of the American Federation of Musicians of the United States and Canada."

ARTICLE 2. INSTITUTIONAL RELATIONSHIP

2.1 Intent

The intent of this Agreement is to approach issues in a collaborative spirit, and to resolve concerns by mutual agreement in an ongoing process.

2.2 Attendance at Board Meetings

Members of the Orchestra Committee, or other representatives from the orchestra that they may designate, are invited to attend all full, Executive Committee, and other committee meetings of the Board of Trustees, with the sole exception of the Liaison Committee. At all such meetings, the representative(s) of the Orchestra Committee shall have the opportunity to speak.

- A. Board and Executive Committee Membership: Six (6) members of the Orchestra shall be voting members of the Symphony's Board of Trustees. The six (6) shall comprise one (1) Orchestra Committee member, one (1) Artistic Advisory Committee member and four (4) Musicians At-Large selected by the Orchestra. The four (4) Musicians At-Large shall each serve a two-(2)-year term with overlapping terms in order to assure maximum continuity (two (2) elected in even years, two (2) elected in odd years). The representatives from the Orchestra Committee and the Artistic Advisory Committee shall each serve a one-(1)-year term, or until the next representative is elected. Two (2) of the At-Large Board members shall serve as voting members of the Executive Committee as well during their term of service. The six (6) Musician Board members shall select the two (2) Executive Committee members. Musicians who serve as board members agree to recuse themselves whenever there is a topic that is a conflict of interest for them or their constituents.

Election of the At-Large Musician Board members shall occur before August 1 of each season and the results communicated in writing to the Symphony's Chief of Staff for inclusion on the Annual Meeting ballot.

- B. If there is a scheduling conflict between a Board or Executive Committee meeting and a Symphony musician service, a Musician-Board member wishing to attend the meeting shall be granted absence with pay from the musician service provided confirmation that they attended the meeting is provided. The Musician's absence from the service shall not count against the Musician regarding any limit or percentage based on any attendance requirement in the Master Agreement. Musician-Board members can turn down CP service requests conflicting with regular Board, Executive Committee meetings, or other Board Committee meetings, without using a turndown as defined in Article 6.

2.3 Artistic Leadership Search

When an Artistic Leadership vacancy occurs, tenured contracted Musicians, elected by the orchestra, are entitled to participate on the search committee formed by the Symphony or the Chairman of the Board and shall comprise at least one-third (1/3) of the search committee. Musicians serving on the search committee shall: a) be responsible for attending all meetings of this committee; b) be responsible for conveying the sentiments of the orchestra as a group to the search committee, including the results of anonymous surveys; and c) be able to meet privately with prospective Artistic Leadership candidates. The Board of Trustees is responsible for the final selection decision following a recommendation from the search committee.

When a vacancy occurs, the Symphony shall notify the Orchestra Committee of the number of Musicians required for the search committee. Election of Musicians plus two (2) alternates shall occur as soon as possible after being informed by the Symphony. The Musicians elected shall serve until the search is completed.

2.4 Chief Executive Officer Search

When a chief executive officer vacancy occurs, tenured, contracted Musicians, elected by the orchestra, shall be invited to attend and participate on the search committee formed by the Symphony or the Chairman of the Board and shall comprise at least one-third (1/3) of the search committee. The Board of

Trustees is responsible for the final selection decision following a recommendation from the search committee.

When a vacancy occurs, the Symphony shall notify the Orchestra Committee of the number of Musicians required for the search committee. Election of Musicians plus two (2) alternates shall occur as soon as possible after being informed by the Symphony. The Musicians elected shall serve until the search is completed.

2.5 Board Leadership Search

Musician Trustees who volunteer to serve on the Governance Committee shall be included in the selection process when vacancies occur for the position of Chairman of the Board. The Board of Trustees is responsible for the final selection decision following a recommendation from the Governance Committee.

2.6 Administrative Staff Search

Tenured, contracted Musicians, elected by the orchestra, shall be invited to attend and participate in searches to fill positions on the administrative staff at the department head or supervisory level and shall comprise at least one-third (1/3) of the search committee. For the filling of CP administrative positions, Musicians shall comprise at least one-half (1/2) of the search committee. The Chief Executive Officer is responsible for final Department Head selection and the Department Head is responsible for their department staff selections following a recommendation from the search committee.

Election of three (3) Musicians plus two (2) alternates shall occur as soon as possible after the beginning of each winter season. The Musicians elected shall serve a one-(1)-year term or until the next committee is elected, whichever is later.

2.7 Artistic Planning

The Concertmaster plus two (2) tenured, contracted Musicians selected annually by the Artistic Advisory Committee, shall serve to work together with the Music Director and the Symphony staff on planning programs, selecting guest conductors and soloists. The Music Director is responsible for final programming and soloist selection. The Chief Executive Officer is responsible for final guest conductor selection.

2.8 Yeshiva

The parties hereto are fully cognizant to the holding of the U.S. Supreme Court in the matter of NLRB vs. Yeshiva University. It is not their intention to create a situation which would place the Musicians of the Orchestra in danger of losing their status as "employees" within the meaning of the National Labor Relations Acts, by virtue of the assignment to them, collectively, of certain functions which might arguably be viewed by the NLRB or by a court of competent jurisdiction, as "managerial" or "supervisory". Therefore, with regard to activities permitted or required by this Agreement and deemed "managerial" or "supervisory," the Symphony specifically waives, in perpetuity, any right to claim that any Musician is not an employee covered by the National Labor Relations Act. The only reason for the assignment of artistic leadership functions to the Musicians is those functions bear a direct or important relationship to the artistic quality of the Symphony. As employees of the Symphony, the Musicians bring essential expertise to these artistic areas.

ARTICLE 3. TERM OF AGREEMENT

3.1 Effective Dates

This agreement shall be effective from September 1, 2022 to and including August 31, 2027.

3.2 Length of Season

The length of each season shall be as follows:

2022-23	28 Weeks	including two (2) weeks of paid vacation and up to seventeen (17) Community Partners Program services
2023-24	29 Weeks	(including two (2) weeks of paid vacation, up to one (1) additional week of vacation services and up to seventeen (17) Community Partners Program services)
2024-25		
2025-26		
2026-27		

Beginning in the 2023-24 season, if the Orchestra is unable to find financially acceptable work to meet the guarantee of the twenty-ninth (29th) week in each Season, the twenty-ninth (29th) week will be paid as a supplemental benefit at fifty percent (50%) of the weekly rate and paid with vacation pay in July of the applicable Season.

3.3 Length of Winter Season

The length of the winter season included within each contract year as per Article 3.2 hereof (Length of Season) shall be at least twenty (20) weeks. Beginning in the 2023-24 season, the length of the winter season shall be at least twenty-one (21) weeks. The Symphony will make every effort to have the length of the winter season be twenty-two (22) weeks. The Symphony may schedule additional guaranteed weeks during the winter season, but such additional weeks shall not be considered in establishing the minimum attendance requirement set forth in Article 13.7C hereof (Attendance).

3.4 Service Reconciliation

There shall be a reconciliation of and payment for services that may be owed to a Musician who has not been offered the minimum number of guaranteed services. Payment for Winter Season reconciliation shall be paid with vacation in July and payment for Full Season reconciliation shall be paid with the first week of work in the following Winter Season.

ARTICLE 4. COMPENSATION

4.1 Minimum Weekly and Per Service Rate

A. The minimum weekly salary shall be as follows:

Salary	Beginning
\$1,423.60	September 1, 2022
\$1,466.31	September 1, 2023
\$1,510.30	September 1, 2024
\$1,555.61	September 1, 2025
\$1,603.06	September 1, 2026

B. Community Partners services shall be compensated per service as follows, in accordance with Service Ratios.

Per Service Ratio	Beginning
\$278.50	September 1, 2022
\$286.86	September 1, 2023
\$295.47	September 1, 2024
\$304.33	September 1, 2025
\$313.61	September 1, 2026

- C. The minimum per service wage shall equal 1/7 of the weekly salary as set forth in Articles 4.1A, 1.1 and 4.2A hereof.
- D. Extra or substitute Musicians shall receive no less than 1/7 of the minimum weekly wage as set forth in Article 4.1A hereof per service.

4.2 Electronic Media Guarantee

- A. An Electronic Media Guarantee (EMG) shall be added to the minimum weekly salary set forth in Article 4.1A hereof, as shown below.

<u>EMG</u>	<u>Beginning</u>
\$108.07	September 1, 2022
\$111.31	September 1, 2023
\$114.65	September 1, 2024
\$118.09	September 1, 2025
\$121.69	September 1, 2026

- B. Electronic media includes radio, television (including broadcast and cable), phonograph recordings (including cassette tapes and compact discs), film, and any other services involving electronic media now known or hereafter devised and/or not otherwise provided for in this Agreement.
- C. This guarantee shall be credited against any payments due a Musician for electronic services within that contract year as set forth in Article 14 hereof.
- D. Any Musician who elects not to participate in electronic media services shall have his/her EMG reduced by an amount equivalent to payments that would have been due for the electronic media services in which he/she did not participate.
- E. An accurate accounting of all services credited, including the rate(s) at which they are credited, shall be presented to each Musician. At the end of each contract year, any Musician who has earned more than his/her accumulated EMG shall be paid any such excess at the appropriate rate(s).

4.3 Exceptions

All contracted Musicians of the New Jersey Symphony shall be paid and treated fully in accordance with this Agreement for all services, whether inside the contractual minimum guarantee or not, except for different terms related to extra services presented to and accepted by the membership or presented to and accepted by the Orchestra Committee and designated ensembles from the orchestra. Terms and conditions for extra services that are deemed by either party to be of major and possibly continuing significance shall be in writing.

4.4 Extra Service Compensation

Except as specified in Article 4.13 hereof (Premium Pay Services), extra services shall be compensated at the minimum per service rate set forth in Article 4.1 hereof (Minimum Weekly and Per Service Rate).

4.5 Individual Contracts

During the term of this Agreement, with respect to the salary and scale set forth in Article 4.1 hereof (Minimum Weekly and Per Service Rate), no increase in salary to any Musician shall be less than the increment in the minimum weekly wage. In addition, Musicians may negotiate individual contracts over scale.

4.6 Overtime

Overtime shall be paid at the rate of one and one-half (1½) the minimum per service scale, or one and one-half (1½) times the CP rate when performing CP services, for all time performed exceeding the scheduled length of the service pursuant to Article 4.19 hereof, or Article 6 (Community Partners (CP) Program). Overtime shall be computed in increments of fifteen (15) minutes.

4.7 Seniority Pay

- A. Upon completion of five, ten, fifteen, twenty, and twenty-five (5, 10, 15, 20 and 25) years of service with the Symphony, seniority pay shall be added to the Musician’s weekly wage, in accordance with the following table:

Years of Service	Seniority Pay
5	1%
10	2%
15	2.5%
20	3%
25	3.5%

- B. Seniority pay shall be calculated as a percentage of the compensation set forth in Article 4.1A hereof (Minimum Weekly and Per Service Rate).
- C. Only seasons during which a Musician is employed under a personal service contract and is not on a leave of absence pursuant to Article 13.8 hereof (Leaves) shall be counted for seniority pay purposes. In the event of any question as to seniority, the question shall be decided through the grievance procedure contained in Article 11 hereof (Grievances).

4.8 Move-up Pay

- A. Musician asked to temporarily assume the Concertmaster chair shall be paid at a rate of two hundred percent (200%) of the minimum per service amount set forth in 4.1(A) hereof (Minimum Weekly and Per Service Rate) in lieu of his/her regular per service rate as set forth in his/her Personal Service Contract.
- B. A Musician asked to temporarily assume a Principal wind or string chair shall be paid an additional payment of twenty percent (20%) of the per service amount set forth in Article 4.1A hereof (Minimum Weekly and Per Service Rate) to the extent that the additional payment and the Musician’s overscale (not including seniority, if any) as set forth in his/her Personal Service Contract does not exceed twenty-five percent (25%) of the per service amount set forth in Article 4.1A hereof (Minimum Weekly and Per Service Rate).
- C. A Musician asked to temporarily assume an Assistant Principal string chair shall be paid an additional payment of ten percent (10%) of the per service amount set forth in Article 4.1A hereof (Minimum Weekly and Per Service Rate).
- D. A musician asked to temporarily assume the second stand of the First Violin section, outside or inside chairs, shall be paid an additional payment of seven and a half percent (7.5%) of the per service Rate set forth in Article 4.1 (A) hereof (Minimum Weekly and Per Service Rate).

4.9 Doubling

Musicians required to perform on more than one (1) instrument listed in Appendix A hereof shall be paid an additional payment of twenty percent (20%) of the per service amount set forth in Article 4.1A hereof (Minimum Weekly and Per Service Rate) or twenty percent (20%) of the CP rate when performing CP services as set forth in Article 6 (CP), for the first double and ten percent (10%) of the per service amount

set forth in Article 4.1A hereof (Minimum Weekly and Per Service Rate) or ten percent (10%) of the CP rate when performing CP services as set forth in Article 6 (Community Partners (CP) Program), for the second and each additional double.

4.10 Payment Schedule

Musicians shall be paid bi-weekly. Paychecks shall be available on the Thursday immediately following the conclusion of the two-(2)-week pay period in which the services are rendered, and shall include all meal allowance, overtime and extra payments. All contracted Musicians shall be offered Direct Deposit of bi-weekly payroll into their designated bank account. A notice to Musicians of all payments and deductions shall be included with each paycheck.

4.11 Vacation Pay

Two (2) weeks of vacation shall be paid concurrent with the first week of work assigned in the month of July.

Beginning in the 2023-24 Season, up to a full week of additional vacation services may be accrued by each contracted Musician. Vacation service(s) shall be accrued in accordance with participation in classical subscription sets performed in the previous season as follows:

Sets Taken Off	Vacation Services Paid
0-2	7
3-4	5
5-6	5
7-8	4
9-10	3
11-12	2
13-14	1
15+	0

Accrued vacation services shall be paid concurrent with the first week of work assigned in the month of July.

If a Musician leaves the Symphony having earned accrued vacation services in his/her last season of employment, the Symphony shall pay the Musician the total number of services earned within the first payroll of the winter season.

4.12 NJPAC House Orchestra

When members of the Orchestra are engaged to perform as the “house orchestra” for non-Symphony presentations at the NJ Performing Arts Center, such rehearsals and performances shall be scheduled, called and paid for in conformance with the applicable Freelance Opera and Ballet Wage Scales or Single Engagement Classical Wage Scales as published by AFM Local 802 or, for traveling Broadway shows, under the terms of the agreement between AFM Local 16-248 and the NJ Performing Arts Center. Such services offered to Musicians shall not be counted as part of the contractual minimum guarantee as set forth in Article 3.2 hereof (Length of Season). For Musicians for whom the Symphony provides health insurance, any required contributions for health benefits shall be retained by the Symphony to offset its costs.

To the extent the schedule for a NJPAC house orchestra engagement conflicts with a Symphony rehearsal or performance elsewhere, the Symphony shall engage a substitute Musician to replace any contracted Musician(s) required by the program’s orchestration who turns down the Symphony services to perform in the NJPAC house orchestra.

All Musicians shall be rotated on a systematic basis wherever possible to insure equal distribution of work. The Personnel Manager will provide a historical record of rotation upon request from the Orchestra Committee.

4.13 Premium Pay Services

The following services shall be compensated at one hundred fifty percent (150%) of the scale established by Article 4 hereof (Compensation):

- A. Any non-media service held on a Monday, except any service allowed per Article 5.16A hereof (Weekly Schedule).
- B. The ninth (9th) service in any nine-(9)-service week added under Article 5.11B hereof (Services Per Week).
- C. Any tenth (10th) service added to a nine-(9)-service week as per Article 5.11B hereof (Services Per Week).

4.14 Overscale

- A. All principal Musicians, including Concertmaster, Principal Second Violin, Viola, Cello, Bass, Flute, Oboe, Clarinet, Bassoon, Horn, Trumpet, Trombone, Tuba, Timpani, Harp, Percussion, shall be paid no less than twenty percent (20%) over the agreed upon scale wages in Article 4.1 herein. All assistant principal Musicians shall receive no less than ten (10%) over the agreed upon scale wages in Article 4.1 herein (Minimum Weekly and Per Service Rate).
- B. The Music Director shall assign usual and normal duties to Principal and Assistant Principal Musicians. Compensation shall be arrived at by direct negotiation between the Symphony and Musicians involved.
- C. Under no circumstances shall overscale be adjusted without direct face-to-face negotiation between the Symphony and each affected Musician.

4.15 Music Education Instruction

The following three categories of Music Education Instruction and corresponding hourly compensation are established for contracted and substitute Musicians of the Symphony:

Leader Rate	Coach Rate	Beginning
\$83.61	\$67.51	September 1, 2022
\$86.12	\$69.54	September 1, 2023
\$88.70	\$71.63	September 1, 2024
\$91.36	\$73.78	September 1, 2025
\$94.15	\$76.03	September 1, 2026

- A. For work as an ensemble or program leader performing work which demands the highest level of responsibility and preparation, (e.g., leaders of youth orchestra groups or teachers who lead or direct classroom lessons or activities at schools), Musician(s) shall be compensated at the Leader Rate. Musician(s) shall work under the guidance of the program’s Artistic Director and Education program manager as assigned. Duties may include, but are not limited to the following:
 - 1. Creating curriculum;
 - 2. Planning schedule;
 - 3. Conducting or leading an ensemble;

4. Choosing or auditioning new students;
 5. Choosing repertoire;
 6. Planning multi-week programs;
 7. Creating workshops or programs;
 8. Communicating with the program's Artistic Director, Education program manager and school professionals; and
 9. Planning meetings with conductors/program leaders, staff and school professionals.
 10. Planning meetings with sectional coaches and staff shall be paid under 4.15C.
- B. For work as a chamber music coach or for small group instruction (e.g., Academy Chamber Music Coaches), Musician(s) shall be compensated for their on-site work at the Coach Rate. Musician(s) shall work under the guidance of the program's Artistic Director and Education program manager as assigned. Duties may include, but are not limited to the following:
1. Providing individualized small group instruction over multiple weeks;
 2. Researching and providing teaching materials for weekly sessions;
 3. Choosing repertoire, organizing parts and scores;
 4. Planning and leading content of each session (teaching or coaching); and
 5. Corresponding with students/parents/staff as necessary.
- C. For work as a Youth Orchestra sectional coach, or staff teacher, or teachers in MANY, Musician(s) shall be compensated for their on-site work at the Coach Rate. Musician(s) shall work under the guidance of the program's Artistic Director and Education program manager as assigned. Duties may include, but are not limited to the following:
1. Coaching sectionals in Youth Orchestra Program, as assigned by conductors;
 2. Classroom teachers/mentors/assistants in CHAMPS, as assigned by CHAMPS artistic director;
 3. Coach-in Residence mentors/teachers who work under a classroom teacher, as assigned from classroom teacher; and
 4. Attending staff meetings and hearing auditions.

A separate category of compensation shall be established for Teaching Artists of any education program who are neither contracted nor substitute Musicians of the Symphony. The program's Artistic Director and the Vice President of Education & Community Engagement shall be responsible for establishing appropriate hourly scales for such instructors. No AFM pension contributions shall be made for this category of compensation for the duration of this agreement.

4.16 Contracted Musician Solo Fee

When a contracted Musician is engaged to perform as soloist by the Symphony, the Symphony shall negotiate a solo fee with Musician at least thirty (30) days before the first rehearsal for the set that contains the solo. If programming is decided by an outside presenter or beyond the control of the

Symphony within thirty (30) days, the Symphony shall negotiate the solo fee as promptly as possible. The Musician has the right not to play any piece on the program preceding their solo piece.

4.17 Auditions

Musicians serving on an Audition Committee and Audition staff shall be compensated at the hourly rates in the table below for the Preliminary, Semi-Final and Final rounds of auditions, as well as for time spent preparing repertoire excerpts or screening resumes. The minimum audition call shall be three (3) hours.

Audition Rate	Beginning
\$23.17	September 1, 2022
\$23.87	September 1, 2023
\$24.59	September 1, 2024
\$25.33	September 1, 2025
\$26.10	September 1, 2026

4.18 Revenue Share

A ticket revenue share for contracted Musicians and symphony staff shall be paid each Season per the following parameters. Twenty-five percent (25%) of the increase in total actual current season ticket revenue (both subscription and single ticket) over the previous season total actual ticket revenue (handling fees, parking revenue, bus revenue, and contract fees excluded) shall be divided evenly among all eligible members of the parties mentioned herein. Revenue share shall be paid following the completion of the fiscal year audit report of the applicable season as follows.

- A. For the 2022-23 and 2023-24 seasons, the revenue shall be compared to the 2018-19 season. Beginning in the 2024-25 season, each season shall be compared to the previous season.
- B. Co-presentation revenue shall be counted as half of the combined ticket sales from both the Symphony and the partner organization. If a concert is being presented by more than two partner organizations, the ticket sales shall be split proportionately.
- C. To allow for fluctuations in scheduling, in each of the 3 categories (subscription concerts, specials/pops/education, and co-presentations), the previous season’s ticket revenue shall be scaled to match the number of concerts in the current season by multiplying the average ticket sales per concert from the past season by the number of concerts in the current season. That scaled revenue shall be used for the calculation of the revenue share.

4.19 Service Ratios

Musicians shall be compensated for Community Partners activities at the Community Partners per service scale defined in Article 4.1B hereof (Minimum Weekly and Per Service Rate) according to the following schedule (see chart):

- A. For a standard length chamber music performance: Standard length is defined as sixty (60) to one hundred thirty (130) minutes of prepared music with intermission or sixty (60) to ninety (90) minutes of prepared music without intermission:

First performance	3 services
Repeat within seven (7) days	1 service
Repeat more than seven (7) days later	2 services

- B. For a pre-concert chamber music performance (limited to thirty (30) minutes):

First performance	2 services
Repeat within seven (7) days	1 service

C. For a full recital performance:

First performance	4 services
Repeat within seven (7) days	1 service
Repeat more than seven (7) days later	2 services

D. For a joint recital performance:

First performance	3 services
Repeat within seven (7) days	1 service
Repeat more than seven (7) days later	2 services

E. For educational activities, such as in-school instrument demonstrations and master classes:

Up to two (2) hours of activity within two and one-half (2 ½) hours	1 service
---	-----------

A half hour may be added to an educational service for an additional payment of \$49.50. Effective September 1, 2019, the rate shall be \$50.49. Effective September 1, 2020, the rate shall be \$52.00. Effective September 1, 2021, the rate shall be \$54.60.

F. For private teaching at a college, or conservatory-level master classes:

For each hour of activity	½ service
---------------------------	-----------

G. For private teaching below the college level:

For each ½ hour of activity	0.2 service
-----------------------------	-------------

H. For a musicale performance at a Symphony subscription party, senior village promotion, Symphony event, or other similar event presented by an outside organization:

Up to two (2) hours of activity within two and one-half (2 ½) hours	1 service
---	-----------

I. For a performance at an event of institutional importance to the Symphony before, between, or after (a) non-Symphony Community Partners service(s) in the immediate area of the service venue:

For up to twenty (20) minutes	½ service
For twenty (20 minutes to two (2) hours of activity within two and one-half (2 ½) hours	1 service

J. For an "Informance": *Informance* is defined as forty (40) to fifty (50) minutes of prepared music with ten (10) to twenty (20) minutes of conversation without intermission:

First performance	2 services
Repeat within a year	1 service

K. For participating in a professional development workshop: *Professional development workshop* is defined as a workshop up to two (2) hours organized by the Symphony. This fee is only offered when your participation is required.

Per workshop	½ service
--------------	-----------

- L. For a hospital visit, including a program up to thirty (30) minutes repeated in four (4) public or private areas of the hospital or a program up to forty (40) minutes repeated in three (3) public or private areas of the hospital:

Up to two (2) hours of activity within two and one-half (2 ½) hours 1 service

- M. For background music:

Up to one hundred thirty (130) minutes of activity within two and one-half (2 ½) hours 1 service

- N. In the event that a Community Partners activity is beyond twenty-five (25) miles from Newark and the participating Musician(s) reside(s) more than ten (10) miles from the Community Partners event venue, additional compensation for travel time and expenses shall be paid as follows:

Distance from Newark	Additional Compensation
25-49 miles	0.2 service
50-74 miles	0.4 service
75-99 miles	0.6 service
100-124 miles	0.8 service
125-150 miles	1 service

- O. Other activities not included above shall be negotiated between the Musician(s) involved and the Symphony. Any disagreement shall be referred to the Community Partners Task Force. The Symphony shall compensate any non-contracted Musicians participating in Community Partners activities according to the above schedule.

- P. For the purposes of calculating partial service payments as outlined above, it is agreed that each 1/10 of a service is calculated as follows:

	2022-23	2023-24	2024-25	2025-26	2026-27
0.1 service	27.85	28.69	29.55	30.43	31.36

4.20 Centennial Season Bonus

A one-time bonus payment of \$700 will be paid to each active contracted musician (including 1-year appointments) in the same pay period as the Centennial Gala (X-2) on November 12, 2022.

ARTICLE 5. SERVICES AND SCHEDULING

5.1 Concert Services

Orchestra concert services shall be no longer than two and one-half (2½) hours duration from the scheduled starting time to final note of the last work played, and shall include an intermission of at least fifteen (15) minutes. The intermission at a concert shall begin no later than ninety (90) minutes from the announced service starting time, except during single-movement or single-act works or where an intermission would disrupt the continuity of the performance.

5.2 Rehearsal Services

Before March 15, the Symphony shall meet with the Orchestra Committee and Artistic Advisory Committee to discuss the rehearsal schedule of each program for the following season.

- A. A rehearsal service shall be no longer than two and one-half (2½) hours duration, timed from the scheduled starting time until dismissed by the Personnel Manager. The second rehearsal on any day shall be limited to two (2) hours duration. The rehearsals shall be separated by a minimum of one (1) hour and a maximum of ninety (90) minutes. A rehearsal service shall include break time of twenty (20) minutes, which shall begin no later than ninety (90) minutes after the scheduled starting time of such rehearsal.
- B. Any rehearsal following a back-to-back children's concert or full subscription performance shall be limited to ninety (90) minutes in length and will not include a break.
- C. Rehearsal services scheduled in the morning shall normally begin at 10:00 AM. Rehearsal services shall normally take place at NJPAC. Normally, rehearsal services shall not immediately precede a classical subscription concert (i.e. morning rehearsal for afternoon concert or afternoon rehearsal for evening concert).
- D. When two (2) rehearsal services are scheduled on the same day at NJPAC, and the first of which is scheduled in the morning, the first rehearsal shall begin at 10:00 AM, except for four (4) times per contract year. When rehearsals do not begin at 10:00 AM, they shall be separated by one (1) hour.

5.3 Back-to-Back Concerts

The Symphony may schedule two (2) consecutive (back-to-back) concerts and/or open rehearsals of no longer than one (1) hour each in duration, provided that such concerts are given in the same hall and that an intermission of at least twenty (20) minutes separates the two (2) concerts; that the total period of time, including the intermission, does not exceed two and one-half (2½) hours; and, that such services are for the purpose of educating young people. Such two (2) concerts shall be regarded as one (1) service for the purpose of this Agreement. If said service exceeds two and one-half (2½) hours duration, the overtime provisions of this Agreement shall apply. The overtime provisions of this Agreement shall also apply if either performance in a back-to-back concert exceeds one (1) hour in duration, but only if this transgression occurs more than twice during the season.

5.4 Rehearsal-Concert Service

A rehearsal-concert service is a service that does not exceed two and one-half (2½) hours duration including a twenty (20) minute intermission and includes both a rehearsal and a concert. A portion of it shall either be used for fund-raising purposes or shall involve a chorus or high school/college instrumental ensemble.

5.5 Opera, Oratorio, Ballet & Film

- A. There may be up to a total of ten (10) performances and dress rehearsals per contract year, each of which shall last no longer than three and one-half (3½) hours without payment of overtime and shall include thirty (30) minutes of break time to occur not more than one hundred five (105) minutes after the scheduled starting time of such rehearsal.

For performances, intermissions shall occur at normal performance intermission times, and shall include a minimum of twenty (20) minutes of break time per intermission. If there is only one (1) intermission in a performance, the break time shall normally be twenty-five (25) minutes, unless the Symphony and Orchestra Committee discuss and agree on a different number of minutes of break.

Dress rehearsals as defined in Article 5.5A shall not immediately precede performances, unless the Symphony and Orchestra Committee discuss and mutually agree.

Opera, Oratorio, Ballet and Film performances and/or dress rehearsals that fall within the normal service limits defined in Article 5.1, 5.2, 5.3 and 5.4 shall not be included in the total count of ten (10) per contract year and the service length and intermission/break times shall be as defined in Articles 5.1, 5.2, 5.3 and 5.4. Up to four (4) dress rehearsals that fall within the service limits defined in Article 5.5.B may be included in the total count under either Article 5.5A or 5.5B.

- B. There may be up to a total of fifteen (15) rehearsals (other than dress rehearsals) per contract year, each of which shall last no longer than three (3) hours without payment of overtime and shall include twenty-five (25) minutes of break time to occur not more than ninety (90) minutes after the scheduled starting time of such rehearsal.

If there are two (2) such rehearsals on the same day, the second may be no longer than two and one-half (2½) hours duration with no payment of overtime and there may be no more than a single one and one-half (1½)-hour break between the two (2) rehearsals.

Opera, Oratorio, Ballet and Film rehearsals that fall within the normal service limits defined in Article 5.1, 5.2, 5.3 and 5.4 shall not be included in the total count of fifteen (15) per contract year and the service length and intermission/break times shall be as defined in Article 5.1, 5.2, 5.3 and 5.4.

- C. The Symphony shall not schedule more than six (6) hours of rehearsal and dress rehearsal in a day without payment of overtime.

5.6 Sound Checks

It is the intent of the parties that a sound check shall be used solely for the purpose of accommodating acoustic issues in a venue in which the Orchestra did not have a rehearsal at that venue for that performance, and should not be used to extend or add additional rehearsal time. The Symphony shall notify each conductor of this understanding prior to scheduling any sound check.

The Symphony may schedule a sound check on the day of a performance. Such sound check shall last no longer than twenty-five (25) minutes, shall begin no more than ninety (90) minutes before a concert and end not less than thirty-five (35) minutes before a concert, and shall be compensated at one hundred percent (100%) of the pro-rated per service scale as set forth in each Musician's personal service contract, from the announced start of the sound check through the beginning of the concert call, in increments of fifteen (15) minutes. To the extent a sound check continues beyond twenty-five (25) minutes, the overtime provisions contained in Article 4.6 hereof (Overtime) shall apply. Sound checks shall not be considered guaranteed services and shall not count as a service for the purposes of Articles 5.16D (Weekly Schedule) or 5.19 hereof (Minimum Time Between Services).

There shall be a minimum of two (2) hours between a rehearsal and a sound check. If a sound check is scheduled on a day with a rehearsal, said rehearsal shall be limited to two (2) hours in length. The Symphony shall make every effort to provide five (5) minutes between the end of a sound check and the opening of the concert hall to members of the audience.

The Symphony may schedule sound checks up to a maximum of eight (8) times per season. Beginning September 1, 2020, the Symphony may schedule sound checks up to a maximum of six (6) times per season.

5.7 Split Orchestra

The orchestra may be organized in any split or chamber orchestra or group for the purposes of performances and rehearsals.

5.8 Sectional Rehearsals

The Symphony may schedule five (5) Sectional Rehearsal Days throughout the season. Each Sectional Rehearsal Day shall consist of either one (1) series of overlapping sectional rehearsals in which no member of the orchestra shall be required to play for more than two and one-half (2½) hours, or two (2) separate sectional rehearsal periods divided by at least a one (1) hour break. For the purposes of sectional rehearsals, the orchestra may be divided into the following sections: Strings, Winds, Brass and Percussion. All contracted Musicians of the orchestra shall be paid for one (1) service on a Sectional Rehearsal Day, unless they are asked to perform in two (2) separate sectional rehearsals, such as one (1) in the morning and one (1) in the afternoon, or for longer than two and one-half (2½) hours.

5.9 Concert Attendance

- A. Purpose and Scope: During the term of this contract, the Symphony may designate one (1) service for each Musician to be used by that Musician to attend a Symphony performance as a member of the audience to provide an opportunity to observe the quality of presentation and audience reaction and comments. Such service shall be considered one (1) of the services guaranteed to each Musician in Article 3.2 hereof (Length of Season) and shall be scheduled with the mutual agreement of the Symphony and Musician. In the event a Musician is sick for the designated service, he/she may apply unused sick leave in accordance with Article 13.9 hereof (Sick Leave) and the Symphony shall reschedule attendance at another performance. The Musician agrees to make every reasonable effort to find a mutually agreeable date. In the event the Musician declines to attend the designated service, the Symphony shall reschedule attendance at another service and the declination shall not count as an absence unless the Musician declines to attend a performance more than three (3) times.
- B. Non-Participation: Any Musician may elect not to participate in Concert Attendance activities by informing the Personnel Manager in writing no later than October 1 of any contract year.

5.10 Overtime

- A. Rehearsals: The Symphony is allowed three (3) fifteen-(15)-minute units of overtime per rehearsal service. If the projected overtime is announced by or at the beginning of intermission, for non-dress rehearsal services, the first unit is mandatory for the Musicians; the second and third are optional. For dress rehearsals, the first two (2) units are mandatory; the third is optional.

Unit	Minutes	Total Break Time Included
1 st	0:01 to 15:00	None
2 nd	15:01 to 30:00	Five minutes
3 rd	30:01 to 45:00	Ten minutes
Subsequent	45:01 on	Five minutes per unit

If circumstances beyond the control of the Symphony occur such as those outlined in Article 5.17C hereof (Changes in Schedule), the Symphony may extend the service an additional fifteen (15) minutes without paying overtime.

- B. Concerts: All units of overtime in a concert performance are mandatory and shall be calculated in the following manner:

Unit	Minutes
1 st	0:01 to 15:00
2 nd	15:01 to 25:00
3 rd	25:01 to 35:00
Subsequent	10 minute increments

If circumstances beyond the control of the Symphony occur such as those outlined in Article 5.17C hereof (Changes in Schedule), once per season the Symphony may extend the concert service an additional fifteen (15) minutes without paying overtime.

5.11 Services Per Week

- A. The Symphony shall schedule as many seven (7) service weeks as possible. However, the Symphony may schedule no fewer than two (2) and no more than nine (9) services within a week, subject to the following limitations:

<u>Number of Services Per Week</u>	<u>Occurrences Per Contract Year</u>
2-3	2 weeks
4	4 weeks
5	7 weeks
6-8	Unlimited
9	9 weeks

No more than two (2) nine (9) service weeks may be consecutive and, when possible, the Symphony shall make its best efforts to schedule two (2) consecutive days off within two (2) consecutive nine (9)-service weeks.

The Symphony shall make its best efforts to schedule services to maximize Musicians' competing employment opportunities.

- B. The Symphony may request orchestra approval to schedule more than the allotted number of nine-(9)-service weeks. The Symphony may also request orchestra approval to schedule a tenth (10th) service in a permitted nine-(9)-service week. Such added services shall be compensated per Article 4.13 (Premium Pay Services) hereof.
- C. There shall be no more than seven (7) services in a week in which two (2) or more bus trips to locations one and one-half (1½) hours away from Newark are required. (It is understood that Trenton is within one and one-half (1½) hours from Newark).

5.12 Student Participation

The Symphony may schedule up to fourteen (14) services per contract year during which student musicians may sit among contracted Musicians and perform or rehearse with Symphony Musicians. Student musicians shall not be used to replace AFM Musicians.

5.13 Definition of Seasons

The winter season shall commence on September 1 and continue through June 15. The summer season shall begin June 16 and continue through August 31. Symphony presented services (not including co-presentations or contract fees) shall begin after September 14.

5.14 Tentative Schedules

The Symphony shall issue tentative schedules for the ensuing season by May 15 of the preceding season. By September 1 of each contract year, the Symphony shall distribute a tentative list of services, as known, for the entire year. The tentative summer schedule shall be issued no later than April 1.

5.15 Firm Schedules

Schedules and schedule updates shall be provided to Musicians by mail and postmarked in accordance with deadlines contained herein. Schedules for all services for a given period of time within the season shall be firm for sixty (60) days in advance, with the exception of services scheduled at NJPAC, which may be changed if a cancellation is initiated by NJPAC, provided that notice is given to the Musicians within

three (3) business days following receipt of notice by the Symphony, but in no event less than thirty (30) days in advance. The Symphony reserves the option to change two (2) services per year up to forty-eight (48) hours in advance, but Musicians who cannot be at such a service due to a genuine conflict shall still be paid for such service. Musicians shall not be penalized for failure to attend a service if they have a genuine conflict due to the Symphony's failure for any reason to comply with the notice requirements.

The Symphony, at its discretion, may indicate services beyond the sixty (60) days as to their probability of taking place so that the Musicians have the most up-to-date notice of what might be expected throughout the season. The Symphony may add services to the schedule within the sixty (60)-day confirmed schedule provided the Symphony has given fifteen (15) days prior notice to the date of the service to the Orchestra Committee and there has been an affirmative vote of the Musicians. Ten (10) such services may be included toward the guaranteed number of services for those Musicians who participate. Musicians who cannot participate shall not be penalized as a result of the additions.

In accordance with Article 9.11, assignment of personnel for reduced orchestra sets shall be firm ninety (90) days in advance of the first rehearsal for each reduced orchestra set of services.

5.16 Weekly Schedule

Services may be scheduled Monday through Sunday, morning, afternoon and evening, with the following limitations:

- A. Mondays shall normally be reserved as a free day, except for electronic media services. If a non-media service is scheduled on Monday, it shall be compensated per Article 4.13 (Premium Pay Services) hereof; however, two (2) Mondays may contain non-media services compensated at one hundred percent (100%) of the amount in Article 4 hereof (Compensation). If any non-media service(s) is scheduled on Monday, the Orchestra shall receive another day off during the same week.
- B. Saturday morning or afternoon rehearsal services shall not be scheduled, except for four (4) times per contract year; rehearsal-concert services defined in Article 5.4 hereof will not be counted against this total.
- C. No rehearsal service may be held on Sunday, unless it is to prepare for a performance service that same day, with the exception of two (2) occasions per contract year. To the extent possible, the use of Sunday mornings for rehearsal shall be avoided.
- D. No more than two (2) services shall be held per day. In the event that there are sixty (60) minutes or less between a concert and a rehearsal, the Symphony shall provide compensation as provided in Article 12.6(D) hereof (Meals).

The Symphony may schedule a sound check and two performances on the same day four (4) times per contract year.

- E. No fewer than eleven (11) hours shall separate the end of an evening service or bus return (whichever is later) and the beginning of any service on the following day, measured from the arrival of the last bus at the last drop-off point, with no more than two (2) exceptions in any contract year regardless of circumstances. On the third and any subsequent instance, no Musician shall be required to appear on the following day before eleven (11) hours after the last bus arrives at the last drop-off point.

5.17 Changes in Schedule

Changes in schedule necessitated and caused by circumstances beyond the control of the Symphony shall be handled in the following manner:

- A. A canceled service may be re-scheduled by the Symphony within the period covered by the firm schedule, with agreement of the Orchestra Committee. The canceled service shall be paid as if played; the rescheduled service shall not be paid.
- B. If a Musician reports to a location for a scheduled service or to be transported to a scheduled service, and the service has been canceled or postponed, and the Symphony was negligent in notifying the Musician of the cancellation or postponement in sufficient time, the Musician shall then be given credit for such service as if performed.
- C. Circumstances beyond the control of the Symphony shall include but not be limited to: inclement weather; destruction of the site where the service is to take place; destruction or equipment malfunction of the means of transportation necessary to bring Musicians to the site; road and traffic conditions making it impossible for Musicians and/or audience to get to the site; national disaster or any other event of which a governmental order prevents performance; and other such events which by way of example are fire, accident, flood, labor dispute, war, riot, bankruptcy, insurrection, etc.

5.18 Flexibility in Scheduling

The aforementioned scheduling restrictions are provided so that the Musicians are given reasonable assurance of when free time shall be available to them. In view of the need to gain increased exposure of the Orchestra to varied audiences, the parties agree that, provided sufficient advance notice is given and discussions are held with the Orchestra Committee, the Symphony shall be allowed reasonable flexibility in adjusting its needs. Permission to relax the aforesaid restrictions shall not be unreasonably withheld, nor shall the Symphony abuse the privileges agreed to herein.

5.19 Minimum Time Between Services

To the extent possible, there shall be a minimum of two (2) hours between a rehearsal and a concert, except as stipulated in Articles 5.4 (Rehearsal-Concert Service) and 5.6 hereof (Sound Checks). In the case of afternoon performances following morning dress rehearsals, the Symphony and the Orchestra Committee shall work together to provide and agree upon the optimum length of time between the rehearsal and the performance, on the basis of artistic considerations.

5.20 Holidays

No services shall run beyond 6:00pm on Christmas Eve, or be held on Christmas Day, Easter Sunday, Thanksgiving Day, the eve and days of Rosh Hashanah, and the eve and day of Yom Kippur.

5.21 Contiguous Weeks

During the winter season, the Symphony will make every effort to maximize the number of contiguous playing weeks.

ARTICLE 6. COMMUNITY PARTNERS (CP) PROGRAM

Notwithstanding other provisions contained within this Master Agreement, the following policies shall govern CP services.

6.1 Purpose and Scope

In recognition of the strategic imperative of partnerships with many communities, and in recognition of the significant contributions that the Musicians of the Orchestra can make to these communities, a program called Community Partners (CP) shall be maintained. It is designed to increase and broaden the reach and appeal of the Symphony through a variety of services and programs available to communities served by the Symphony, to provide the Musicians of the Orchestra with an opportunity to offer their

artistry for the benefit of the community, and to provide an opportunity to enhance the educational outreach of the Symphony and its programs.

CP Services Definition: CP services shall be utilized to further the Symphony's mission within these categories:

- New Jersey Symphony Chamber Ensembles (Article 6.15)
- Health and Wellness (H&W) (in hospital or for audiences with autism spectrum disorders)
- In-School Educational Activities and programs designed for children (ISEA)
- Background Music (BGM)
- Leadership Training (LT)
- Professional Development Workshops (PDW)

This list of categories may be amended or added to with the approval of the CP Task Force.

6.2 Designated Number of Services

Up to seventeen (17) CP services are guaranteed under the provisions of Article 3.2 hereof (Length of Season), and for Musicians who are offered less than eight (8) services of reduced orchestra work, up to five (5) services shall be considered part of the Winter Season provided for in Article 3.3 hereof (Length of Winter Season) and therefore shall be counted toward the attendance threshold indicated in Article 13.7C hereof (Attendance).

For any Musician who participates in CP, has fewer than four (4) CP turn downs, and is assigned fewer than ten (10) CP services, the Symphony may apply the remaining number of services to regular guaranteed services, up to a total of ten (10) services. Such services shall be paid at the CP per service rate, except for Concertmaster (including move-up Concertmaster), or Associate Concertmaster who shall be paid either their personal per service scale or move-up Concertmaster scale, whichever is greater.

Any additional CP services beyond the guarantee are in addition to those guaranteed under Article 3.2 hereof (Length of Season).

For any Musician who does not participate in the CP program in a season, their orchestra season guarantee defined in Article 3.2 shall be reduced by fourteen (14) services for that season.

6.3 Impact on Health Insurance

If a Musician decides not to participate in CP, the guaranteed CP services shall not be included in the calculation of guaranteed services under Article 13.1F hereof (Health Insurance). If a Musician does participate in CP, the guaranteed CP services shall be included in the calculation of guaranteed services under Article 13.1F hereof (Health Insurance).

6.4 Qualifying Activities

Although Musicians, Symphony, and community members may propose any CP activity in the spirit of community service, it shall be considered the Symphony's initial responsibility to identify CP activities to fill the designated number of CP services for each Musician. Activities proposed should be preferably musical, but are not limited to musical activity and may include training, provided the CP Task Force has approved such training.

No Musician shall be required to perform any particular activity under this voluntary program, but all participating Musicians agree to be reasonably flexible in accepting CP activities.

To the extent that any Musician declines to participate beyond their maximum number of turndowns as defined in 6.5A that are reasonably offered to him/her (including training as set forth herein), the responsibility to identify appropriate CP activities shifts to that Musician. If that Musician fails to identify

activities or utilize other activities that may be identified by the Symphony, he/she may forfeit unutilized CP services.

6.5 Scheduling

CP services shall be scheduled at any time during the season that is mutually agreeable to the Musician(s) concerned and to the Symphony. All participating Musicians agree to make themselves reasonably available.

Each Musician may select up to four (4), one (1) week "dark" periods in each season when CP offers shall not be made to them. Musicians shall use their best efforts to make requests in writing to the CP program manager four (4) weeks in advance of the desired "dark" period but no later than two (2) weeks in advance. Permission shall be granted on a first-come, first served basis. In the event of simultaneously received competing choices between Musicians in the same section, seniority shall be the determining factor. Special consideration shall be given to schedule periods around special events in the life of the Musician.

If a Musician(s) notifies the Symphony of his/her intention to be away and unavailable to accept CP services for a specified period of time, the Symphony shall use its best efforts to honor such requests and offer no CP service offers during this period of time.

A. Offers of CP Services and Turn Down Policy:

By September 1 of each season, the Symphony shall inform each Musician in writing of the number of CP services to be guaranteed per Article 3.2 for that season.

If additional orchestral work is identified beyond these deadlines that could replace an individual Musician's CP guarantee, the Symphony may, with sixty (60) days' notice for full orchestra service(s) or ninety (90) days' notice for reduced orchestra service(s), exchange the eleventh through the fourteenth (11th -14th) CP services for orchestral services. Once assigned to reduced orchestra sets, Musicians shall be able to follow the procedure for trading sets per the procedure in Article 9.11. If the traded sets are not equivalent-length and both Musicians participate in the CP program, their CP guarantee may be adjusted. In this occurrence, the ninety (90) day notice period does not apply.

Compensation for CP services one through thirteen (1-13) shall be at the CP rate. Pay for CP services fourteen through seventeen (14-17) shall be paid at the orchestra rate if they are performed as orchestral services. Pay for CP services fourteen through seventeen (14-17) shall be paid at the CP rate if they are performed as CP services.

CP services will be offered to a Musician via email or phone call. Musicians must reply regarding availability within seventy-two (72) hours from time the offer was made, using their best effort to acknowledge within twenty-four (24) hours their receipt of any written offer. If a reply is not received by the Symphony within forty-eight (48) hours, and the offer was made via email, the Symphony shall make every effort to contact the Musician by phone to ascertain if the offer was received. If after twenty-four (24) hours of the follow-up phone call no acceptance of the offer is received by the Symphony, this will count as a turn down.

The number of turn-downs available to a Musician in a given season, shall be as listed below. If a Musician uses all available turns downs within a season, the Symphony's obligation to a Musician in Article 6.2 hereof (Designated Number of Services) is considered to be fulfilled.

CP Services Offered	Turn Downs Available
10 or less	4
11-12	5
13-14	6
15-16	7
17	8

Every effort will be made to provide adequate notice of a CP event to each Musician. A refusal to accept CP service(s) offered without adequate notice (as defined in Article 6.5C) will not count as a turn down.

1. In the event a Musician is offered a CP service(s) that conflicts with other Symphony service(s) one of the following shall apply:
 - a. The Musician shall decide whether or not to perform the CP service(s); if the Musician refuses the CP service(s), the refusal shall not count as a turn-down.
 - b. The Symphony may excuse a Musician with pay from an NJSO service(s) in order to perform a CP service(s). The services excused with pay shall be paid at the CP rate and count towards the orchestral guarantee. They do not count toward fulfillment of the CP guarantee; if the Musician refuses the CP service(s), the refusal shall not count as a turn-down.
2. In the event a Musician is offered a CP service(s) that conflicts with CP service(s) that Musician had previously accepted, the Musician shall decide which CP service(s) to perform. The refusal of the declined CP service(s) shall not count as a turn-down.
3. If a Musician is offered CP service(s) that would create a three (3) or more service day or a ten (10) or more service week, declining that service shall not count as an official turn-down.

B. Cancellation Policy: If a Musician cancels out of a scheduled event for reasons other than illness or other such emergency without adequate notice (as defined in Article 6.5C), offered unplayed/unpaid service(s) will count toward the allotted number of guaranteed CP services in Article 6.2 hereof (Designated Number of Services).

C. Adequate Notice: The following chart constitutes adequate notice:

Event Service Type	Adequate Notice Player Must Receive As Per 6.5A	Adequate Notice Player Must Provide As Per 6.5B
1 service	Two (2) weeks or more	Two (2) weeks or more
2 services	Four (4) weeks or more	Four (4) weeks or more
3 services	Six (6) weeks or more	Six (6) weeks or more

D. If a program has not been performed within the prior twelve (12) months and/or there are personnel who are new to the program, all players for that CP event will be paid half (0.5) of a CP service for a one (1) hour rehearsal, to be scheduled by the Manager, accommodating Musicians' availability. Musicians may request additional rehearsal time due to the nature of the program design. If immediate agreement is not reached, the CP Manager shall promptly notify the CP Task Force to make a final determination regarding the duration and date of rehearsal time.

- 6.6 Participation
The Assistant Director of Education and Community Engagement shall solicit participation in CP services of each contracted Musician by August 1 of the preceding year. Musicians may elect to participate in CP by informing the Assistant Director in writing or email by September 1.
- 6.7 CP Task Force
The CP Task Force shall continue during the term of this agreement and any successor agreement. This Task Force shall have the authority to make policies and determinations regarding all CP matters. Any Musician participating in the CP program shall first address any concerns regarding CP with the CP Task Force. The CP Task Force shall be limited to three (3) Musicians, plus two (2) alternates, selected by the Orchestra, and three (3) staff members selected by the Symphony. The CP Task Force shall elect one (1) Musician and one (1) staff as co-chairs. The CP Task Force shall monitor the program during the term of this contract and shall establish guidelines for its future operation. Prior to making major policy changes affecting CP enrollees, the CP Task Force shall consult with the Orchestra Committee. The Orchestra Committee shall have up to two (2) weeks to respond to the proposed policy changes. The CP Task Force shall conduct a formal review of the CP program during the final year of this Agreement and shall make formal written recommendations by August 1 to the Symphony and the Orchestra as to whether the program should be continued unchanged or whether it should be altered.
- 6.8 Travel
All travel and per diem rules shall apply as per Article 12 hereof (Run-Outs and Tours). Tolls and mileage, at the current IRS business mileage allowance rate at time of payment, will be paid to each driver when the venue is more than twenty-five (25) miles from the Symphony Offices in Newark. Mileage will be measured from the Symphony Offices in Newark to the venue using Google Maps.

If a Musician travels utilizing mass transit, the Symphony shall reimburse mass transit expenses incurred upon presentation of receipts when the venue is more than twenty-five (25) miles from the Symphony Offices in Newark. Mass transit expenses will be reimbursed to and from Newark to the venue.
- 6.9 Payment Schedule
Payment for CP services shall be made in the applicable payroll period.
- 6.10 Record of CP Participation
The complete record of CP participation (CP Count) for the previous contract year shall be supplied to the Orchestra by September 15 and posted on the Musicians' bulletin board during the first week of performances in the ensuing season. This record shall present a listing by person of the total number of CP Services offered, number of activities turned down, and total number of CP services performed.
- 6.11 CP Service Duration & Call Time
A CP service shall be no longer than two and one-half (2.5) hours in duration and may include a rehearsal as well as performances. The rehearsal will be scheduled either at the beginning of a service or prior to the service at a mutually agreeable time for all Musicians. The CP Manager will indicate in each CP offer, and will confirm in the subsequent call sheet, the specific schedule for each CP service. All rehearsals will be scheduled/coordinated by the CP Manager.
- 6.12 Lateness
It is desired that all Musicians be in their seats five (5) minutes prior to the scheduled beginning of the CP service. Lateness is defined as arriving any amount of time after the official call time, and will result in the following, in accordance with Article 10.1 of the Master Agreement – on a per season basis:
- A. The first time a Musician is late, s/he will receive an email from the Manager documenting this lateness, and his/her pay will be reduced by the prorated amount of the service missed.

- B. The second time a Musician is late, s/he will receive an email from the Manager documenting the lateness, his/her pay will be reduced by the prorated amount of the service missed, and the guaranteed service count for the season will be reduced by one (1).
- C. The third time a Musicians is late, s/he will receive an email from the Manager documenting the lateness, his/her pay will be reduced by the prorated amount of the service missed, and s/he will be removed from the CP roster only for the remainder of the current season. No further CP services will be owed towards the guarantee.

6.13 Cancellation

In the case of a client cancellation within twenty-four (24) hours of the event, the canceled service shall be paid as if played; the mutually agreed rescheduled service shall not be paid. In the case of a Musician cancellation within twenty-four (24) hours of event due to own or another's illness (as defined in Article 13.9), the Musician will not be paid for this event, and it will not count as a turndown. In the case of a cancellation within twenty-four (24) hours of event due to errors on the part of the Symphony staff, the cancelled service shall be paid as if played. If the service is rescheduled, that service shall also be paid.

6.14 Professional Development

If Musicians choose to participate in donor-funded CP offerings for which donors require professional development, CP enrollees can be required to complete a paid professional development session. Sufficient date and time options will be offered during a regular orchestra service week to accommodate Musicians' schedules and maximize participation. Registration materials for all professional development offerings will be distributed to CP enrollees by October 1.

6.15 New Jersey Symphony Chamber Ensembles

- A. Definition: Chamber ensemble performance(s) of fewer than fifteen (15) musicians that do not fall under the other categories of Article 6.1 (H&W, ISEA, BGM, LT and PDW).
- B. Guidelines: Due to the wide variety of engagements, and in order to maintain the highest levels of artistic performance, these guidelines shall be followed:
 - 1. Each group will provide artistic input regarding program selection and also determine whether additional rehearsal time is needed (vs. that consistent with Article 4.19), taking into account the event profile and the artistic and technical challenges. Up to two (2) additional full rehearsal services may be added by the Manager.
 - 2. Concerts involving ensembles above nine (9) players, shall require a minimum of two (2) full rehearsal services and a dress rehearsal (run-through) preceding the performance, unless otherwise agreed to by the Manager and participating musicians at the time of offer.
 - 3. If a program is repeated more than seven (7) days after the prior performance and/or there are personnel who are new to the program, the Symphony shall pay for one (1) additional full rehearsal service in preparation for the repeated performance. When this applies, it replaces the requirements, if any, of Article 6.5D.

ARTICLE 7. OBLIGATION OF THE PARTIES

7.1 Rules and Regulations

The Symphony shall have the right to promulgate and enforce reasonable rules and regulations of department, dress, and operations not inconsistent with this Agreement. Such rules and regulations shall

be posted before they shall become enforceable and shall in all cases be consistent with similar rules and regulations of other symphony orchestras in the United States.

7.2 Standards of Conduct

Each Musician shall maintain a standard of conduct and attitude toward his assignment, both as a performer and as an individual, which is consistent with the welfare and best interests of the Orchestra as a whole.

It is desired that all Musicians shall be on the premises for all services at least ten (10) minutes prior to the scheduled beginning of any service; and it is further desired that all Musicians be in their seats ready to play five (5) minutes prior to the scheduled beginning of any service. Habitual tardiness and unexcused absence may subject a Musician to such disciplinary measures as defined in Article 10.1.

The Conductor shall be prepared to commence at the appointed time. All tuning should be accomplished prior to the scheduled beginning of any service. Services shall be performed in a professional manner, with the conduct of Symphony staff, the Conductor and all Musicians of the Orchestra at the highest professional standard, with a view toward total cooperation. Specifically, there shall be no interruptions, harassment, disputes or disturbances of any kind or matter whatsoever during a service by either Symphony staff, the Conductor or any Musician of the Orchestra.

While each Musician is asked to respect the comfort of his or her colleagues by avoiding wearing scented body products, under no circumstances shall alleged violations of the scent rule be treated as a disciplinary matter. If necessary, the Union will mediate any dispute between players.

7.3 Artistic Authority

The sole and exclusive authority for maintaining the artistic quality of a service shall be vested in the Music Director provided that exercise of such authority does not conflict with other specific provisions of this Agreement.

7.4 Personnel Manager and Assistant Personnel Manager

The Personnel Manager and Assistant Personnel Manager shall be employees of the Symphony and shall be members of the Union. They shall be acceptable to both the Union and the Symphony.

The Personnel Manager shall be the medium of communication between the Union and the Symphony in regard to personnel and their compensation.

The sole and exclusive authority for maintaining an orderly service shall be vested in the Personnel Manager.

The Personnel Manager shall have the authority to request a Musician to leave the stage in the event he/she disturbs or interrupts a service, and the Musician shall do so.

The Personnel Manager shall be responsible for limiting stage noise and conversation to matters pertaining to the rehearsal and/or presentation of the particular musical compositions, and he/she shall see to it that such disturbances as eating, drinking, smoking, or gum chewing do not take place during a service.

The Personnel Manager shall maintain records of attendance, lateness and unexcused absences and undertake other duties assigned to him/her by the Symphony. He/she shall keep accurate records of overtime and advise the Conductor as to the appropriate intermission periods.

7.5 Disputes

Any differences or disputes with regard to the foregoing shall be taken up after a service has been completed without interruption through the appropriate grievance and/or complaint procedures of this Agreement.

7.6 Librarians

Any music librarian employed by the Symphony shall be a member of the Union. Compensation for a full time librarian shall be no less than the total annual amount set forth in Article 3.2 hereof (Length of Season) and Article 4.1 hereof (Minimum Weekly and Per Service Rate). The Principal Librarian shall receive an overscale no less than the amount specified in Article 4.14A hereof (Overscale). Librarians' salaries shall be paid bi-weekly over fifty-two (52) weeks.

The pension for librarians shall be in accordance with Article 13.5 hereof (Pension and Supplemental Retirement Plans). The librarians shall not be entitled to the administrative staff pension.

All working conditions and other employment benefits applicable to librarians are contained in the policies of the Symphony Employee Manual. However, in the case of the following benefits, the Principal Librarian will receive Musician benefits, if those benefits are greater than would be received in the Symphony's Employee Manual: 4.6 (Overtime), 12.4 (Travel Allowance), 12.6 Meal Allowance, 13.4 Instrument Insurance (at Librarian's expense), 13.9 (Health Insurance, Sick Leave, Disability, Long Term Disability, Family Leave, Bereavement Leave), 13.10 (Light Duty Reinstatement), 13.11 (Audition Leave, ICSSOM or AFM Convention Leave, Broadway Lock-in Period Leave).

Disputes as to discipline, termination and compliance with contract provisions covering librarians shall be subject to Article 11 hereof (Grievances).

- A. Part-time librarian(s)' salary(ies) shall be pro-rated at the minimum salary of a full-time librarian. The pro-rated factor and pay schedule shall be a percentage mutually agreed upon by the Symphony and each part-time librarian.

7.7 Season Handbook

The Symphony shall produce a handbook annually for the benefit of contracted Musicians and staff. Contents shall include, but not be limited to, the anticipated schedule of rehearsals, performances, repertoire and classical subscription instrumentation for the ensuing season; a directory of Musicians and staff, rules and regulations, library policies, bus times and driving directions to all halls; dates for notification of absence from services, attendance requirements, attendance codes, loan policies, payroll dates and policies, and rehearsal protocol. Contents of this Handbook shall be consistent with the terms of this Agreement.

All content shall be discussed with and approved by the Orchestra Committee prior to publication. The Symphony shall present the proposed handbook to the Orchestra Committee by July 25 of each year. The Orchestra Committee must respond with any corrections or changes within five (5) days of receipt of the draft handbook.

7.8 Artistic Operations Staff

The Vice President of Operations shall consult with the Orchestra Committee every year, prior to administering artistic operations staff annual performance evaluations, to receive feedback from the Orchestra regarding the artistic operations staff.

7.9 No Strike/Lockout

The Union agrees that it will not authorize, support or condone any strikes, walkouts, or other interruptions of the orderly performance of services hereunder during the term of this Agreement. The

Union shall use its best efforts to terminate any such activity forthwith. Management agrees that there will be no lockout during the term of this Agreement.

ARTICLE 8. PHYSICAL WORKING CONDITIONS

8.1 Notification of Stage Requirements

The stage requirements for the various types of concerts to be performed by the Orchestra which are provided to the Stage Manager and sponsors by the Symphony shall specify equipment that is consistent with that used by professional symphony orchestras. A copy of such requirements shall also be furnished to the Union and the Chair of the Orchestra Committee.

8.2 Stage Requirements

Such requirements shall always include the following:

- A. Appropriate concert lighting shall be provided. The Symphony shall carry and have available stand lights and bulbs of various wattages.
- B. No direct exterior doors to the stage shall be open later than one-half ($\frac{1}{2}$) hour prior to the service, nor earlier than one-quarter ($\frac{1}{4}$) hour following the service, wherever possible.
- C. A dressing room for female Musicians of the Orchestra shall be provided with a locked purse box therein, and a dressing room for male Musicians shall be provided. The public shall not be permitted in the dressing rooms.
- D. A warm-up room shall be provided that is available for use while the concert is in progress, except in those locations in which such accommodations do not exist. In addition, during a performance, no non-related off-stage playing shall take place if such off-stage playing is audible to the audience.
- E. Coat racks with hangers and/or hooks shall be provided.
- F. Tables or other space for instrument cases shall be provided.
- G. When in the judgment of the Personnel Manager the stage temperature is not conducive to healthy conditions, he/she shall have the authority to make such adjustments as he/she deems necessary or to terminate the service. Individual Musicians may, without penalty, elect not to perform under conditions which result in a reasonable fear of an adverse effect on the Musician's health; if the Musician is exposed to direct sunlight; if there is a reasonable fear of damage to one's instrument; where the stage temperature is under sixty-five (65oF) or over ninety (90oF); or where the backstage temperature is under sixty (60oF). Musicians who perform under conditions outside the normal temperature range shall be compensated at the rate of five dollars (\$5.00) per degree for each degree, or portion thereof, of variance from the normal temperature range based upon the average temperature as measured by the Personnel Manager at four (4) on-stage locations selected by the Orchestra Committee. Such temperature measurement shall be recorded immediately before the beginning of the performance and again immediately before the beginning of the second half of the performance. The more extreme average shall apply.
- H. Separate lavatories for male and female Musicians of the Orchestra shall be provided, from which the public shall be restricted, wherever possible. The Symphony shall carry and have available lavatory supplies and do everything possible to insure that lavatories are clean and in functioning order.

- I. The parties understand that the contractor or the sponsor may not meet the aforementioned requirements even though promised and in some cases contracted for. Unless the negligence of the contractor or local official make conditions so onerous as to make them unacceptable to health and safety, the service shall continue. The Orchestra and Union, as well as Musicians, shall thereafter cooperate in making appropriate protest to the contracting authorities.
- J. Secured parking shall be provided for all Symphony services at NJPAC and the Paper Mill Playhouse for contracted Musicians, at the Symphony's expense. Parking reimbursement shall be provided for orchestra (non-CP) rehearsals at other venues for which bus service is not provided, up to \$8 of the actual expense. Receipts are required for reimbursement. At all other performance venues, the Symphony agrees to make its best efforts to arrange exclusive free (or at minimum reduced rate) parking for the orchestra in as close proximity as possible to the performance venue. Parking and security shall be provided for all services at Symphony Hall.
- K. A guard shall be provided to cover dressing rooms at all concerts. The Symphony shall advise hall managers and make it a contractual requirement that the public not be permitted backstage for ten (10) minutes following a performance.
- L. The Symphony agrees to maintain proper temperature and conditions while instruments are being transported and/or stored.
- M. If a Musician does not wish his/her instrument to be in the care of the Symphony he/she shall consult with the Director of Artistic Operations as to other arrangements. Cartage shall be paid providing the Director of Artistic Operations has given approval.
- N. The Symphony shall advise hall managers and make it a contractual requirement that no smoking be permitted in the performing area, including backstage, and that a special smoking area be provided.
- O. Due to the inability of the Symphony to provide practice facilities, Musicians are responsible for providing their own instrument practice facilities to prepare for rehearsals and concerts.
- P. Best effort shall be made by the Symphony to protect Musicians' hearing through the configuration of the Orchestra and the use of sound shields. The Symphony shall supply and maintain a sufficient number of shields such that each Musician who requests one will be accommodated. Shields shall be constructed and erected in a manner such that they will remain stable and upright. Musicians shall be responsible for communication of any stage concerns to the Symphony as soon as possible before a service begins. It is understood that some needs may not be able to be addressed until intermission.
- Q. To ensure the health and safety of the Orchestra and the artistic quality of each performance, the size of the hall shall be a significant factor in programming services.

8.3 Summer Concerts

The Orchestra Committee shall work with the Symphony in attempting to secure the optimum available playing conditions for summer concerts. When the temperature on stage is eight-two (82°F) degrees or above (measured using the procedure outlined in Article 8.2G) for services where the dress code includes jackets, jackets shall not be required in the dress code for Musicians for the performance.

8.4 Onstage Volume Levels

The Symphony will make every effort to reduce the maximum decibel level onstage during all amplified services. The Symphony will make its further best effort to ensure that onstage levels set during rehearsals are not exceeded during performances.

In addition, upon submission of a verified receipt, the Symphony shall reimburse up to ten (10) Musicians per season, a one-(1)-time allowance of up to two hundred dollars (\$200) per Musician, for hearing protection to be used at Symphony services.

ARTICLE 9. ENGAGEMENT AND SELECTION OF PERSONNEL

9.1 Number of Contracted Musicians

It is agreed that the number of contracted Musicians shall be no fewer than seventy-six (76). However, for the duration of this Agreement, ten (10) vacant positions may remain unfilled, thereby reducing the number of Musicians on contract to sixty-six (66).

When a contracted Musician's resignation, death, illness, retirement or termination under this Agreement reduces the number of contracted Musicians below the aforementioned numbers, the Symphony shall immediately convene a meeting with the Music Director, Principal Players and a representative from the Orchestra Committee and a representative from the Symphony, to determine which contracted position shall be auditioned to bring the number of contracted Musicians to the agreed upon number. Once this determination has been made by mutual agreement of the Music Director, Principal Players and a representative from the Orchestra Committee and a representative from the Symphony, the Symphony shall have sixty (60) days in which to schedule an audition, per Article 9.5A.2.

In the event of any additional temporary vacancies in the woodwinds, brass, timpani/percussion and non-section string positions due to leave of absence as defined in Article 13.8, the Music Director shall, after consultation with the orchestra's Principal players, fill these temporarily vacated positions with Acting Contracted Musician(s) for the remainder of the season.

The instrumentation for the sixty-six (66) contracted musicians shall be as follows: 2 Flutes, 2 Oboes, 2 Clarinets, 2 Bassoons, 4 Horns, 3 Trumpets, 3 Trombones, 1 Tuba, 1 Timpani, 1 Percussion, 24 Violins, 9 Violas, 7 Cellos, 5 Basses. With respect to the string sections of the Orchestra in cases of resignation, death, illness, retirement, or leave of absence: the Symphony, in consultation with the Music Director, shall have the right to rebalance the string complement.

9.2 Personal Service Contracts

Personal Service Contracts shall be mailed to each contracted Musician, postmarked no later than February 1st for the ensuing season. Personal Service Contracts offered to Musicians who are engaged by the Symphony shall be for the duration of one (1) full season and shall have seat locations designated. However, section violinists hired after September 2006 shall be designated as section violin with no seat or section designation. Personal Service Contracts or letters of intent shall be returnable by the Musician within thirty (30) days of receipt. In the final year of the term of the Master Agreement, letters of intent shall be mailed to each contracted Musician, postmarked no later than February 1st. Personal Service Contracts shall then be issued no later than one month after settlement, to be returnable by the Musician within thirty (30) days of receipt.

No personal service contract shall be on terms less favorable than this Agreement.

The Symphony agrees to notify the Orchestra Committee Chair and the Union, in writing, of the issuance of a personal service contract to a newly hired Musician.

9.3 Retirements and Resignations

All notifications of retirement and letters of resignation shall be submitted to the Personnel Manager in writing and sent by mail, return receipt requested, to the Symphony Office. The Personnel Manager shall within ten (10) business days submit copies of said notice to the Union and the Orchestra Committee. When a Musician resigns from the Orchestra, he/she shall relinquish all tenure rights. When a past

tenured Musician reauditions successfully, the provision of Article 9.5A.3 shall apply. When a past tenured Musician reauditions, the provision of Article 9.4 shall apply.

9.4 Notice: Tenure and Non-Renewal

- A. Musicians engaged for their first season shall be on probation for the first eight (8) weeks, and may be dismissed for any reason upon two (2) weeks' notice during the probationary period. Any week containing at least four (4) services shall count as one (1) week toward the eight (8) weeks' probation.
- B. By December 1, before the Music Director decides to offer a Musician tenure, members of the section must approve by three-fifths (3/5) majority vote the granting of tenure. A Musician who does not achieve the required majority vote is not granted tenure, but shall continue employment with the Orchestra until the end of the season. If the Musician does achieve the required majority vote, the Music Director may then choose to grant tenure. The decision of the Music Director is final.

For the purpose of this Article, sections of the orchestra shall be defined as the following:

- a. Violins – both First and Second
 - b. Violas
 - c. Cellos
 - d. Basses
 - e. Woodwinds
 - f. Brass/Timpani/Percussion/Harp
- C. Any Musician who is offered and who signs his/her second renewal service contract shall be considered to have tenure. However, the Music Director may extend the pre-tenure period for a Musician for another year before offering tenure. In this instance, a Musician who is offered and who signs his/her third renewal personal service contract shall be considered to have tenure.
 - D. The promotion of a tenured Musician to a titled chair (principal or assistant principal) of his/her section shall in no way affect his/her tenure status in his/her original position.
 - E. The promotion of a tenured Musician to a higher, non-titled position within his/her section shall in no way affect his/her tenure status and he/she shall be given all notices of demotion or non-renewal according to Article 10 hereof (Termination, Non-Renewal & Demotion).
 - F. Any non-tenured contracted Musician who has auditioned for a particular position in the orchestra, but who has been awarded a different position, shall receive credit toward tenure for his/her time spent playing in the orchestra as a contracted Musician, provided that he/she relinquishes any claim to the original position. Such player shall be subject to the probationary procedures set forth in this Agreement and shall receive the benefits granted to regular members.
 - G. If tenure in a new position is not to be granted to a titled or non-titled tenured orchestra member who has won an audition for a new position, notice shall be given, postmarked no later than February 1st during his/her pre-tenure period.
 - H. If tenure is not to be granted to a non-tenured orchestra member, preliminary notice of non-renewal shall be given, postmarked no later than December 1st, and final notice given,

postmarked no later than February 1st of his/her second pre-tenure season, unless the pre-tenure period has been extended pursuant to Article 9.4C hereof, in which case said notices shall be given, postmarked no later than December 1st and February 1st, respectively, of his/her third pre-tenure season.

9.5 Procedure for Filling Permanent Contract Positions

A. Procedure for Filling Acting Contract Positions

1. Purpose: Auditions shall be held for the purpose of filling permanently vacated positions in the orchestra. All Musicians selected to fill permanent contract positions shall be chosen only as the result of an audition.
2. Notification: The Symphony shall notify the Orchestra Committee in writing of its intention to fill a vacancy. Such notice shall contain the dates and times of the proposed audition and must be received no fewer than one-hundred-thirty-five (135) days prior to the proposed audition date. The first thirty (30) days of the notice period must include at least one (1) week of work. The Union shall receive advance written notification of all scheduled auditions so that designated representative may be present, if desired.
3. Audition Date Scheduling: To avoid conflicting audition dates, auditions shall be scheduled after consulting the AFM Audition Scheduling Website. The Personnel Manager shall conduct, arrange and administer all auditions following the recommendations from the Audition Committee, as constituted below. In the event the Orchestra Committee or Audition Committee are unable to meet the schedule agreed to herein, the Personnel Manager may proceed using his/her best judgment based on past audition procedure.
4. Audition Committee:
 - a. Composition: Each Audition Committee shall consist of five (5) tenured Musicians. The Principal of the section (or in the case of a Principal vacancy, the Assistant Principal) in which the vacancy exists shall serve as ex-officio; two (2) members plus one (1) alternate member of the section (or three (3) if the Assistant Principal is not available) in which the vacancy exists elected by the Musicians of that section (Woodwinds shall be considered one (1) section for this election, as shall the Brass, Timpani, Percussion and Harp); and two (2) members plus two (2) alternate members elected by the entire orchestra. The Audition Committee shall be constituted no later than thirty (30) days following the notification of the Orchestra Committee of the audition. The Audition Committee shall elect a chairperson who shall be responsible for communicating with the Personnel Manager and the Symphony on behalf of the Audition Committee. For a vacancy in either violin section, the Principal Second Violin shall be a member of the Committee and the two (2) members of the section shall be reduced to one (1).
 - b. Selection of Audition Repertoire: The Audition Committee, through its elected chair, shall submit a list of both solo repertoire and orchestral excerpts with timings it wishes to hear at the audition to the Personnel Manager no later than fifty (50) days after the notification of the audition schedule. This list will be submitted to the Music Director for his review. The Music Director may add to the repertoire list.

Audition Preparation Schedule	Event
Day One (1):	The Symphony shall decide on the audition schedule. Orchestra Committee will be notified of the Symphony audition schedule.
By Day Thirty (30):	Audition Committee elections take place.
By Day Forty (40):	Audition Committee informs Personnel Manager of time line [number of candidates per hour, etc.] Personnel Manager presents <i>International Musician</i> (IM) ad to Orchestra Committee for approval.
By Day Forty-five (45):	Personnel Manager presents IM ad to Local for signed approvals.
By Day Fifty (50):	Personnel Manager places ad with IM Complete list of timed excerpts shall be presented by the Audition Committee to the Personnel Manager/Music Director The Librarian shall receive the completed list of excerpts after the Music Director's approval.
By Day Seventy (70):	The Symphony shall upload audition material for final Personnel Manager approval.
By Day Seventy-five (75):	IM ad and NJSO web go live.
At least seven (7) days prior to the audition:	The Personnel Manager shall meet with the Audition Committee to discuss process/protocol.

- c. Attendance: The Audition Committee shall attend all rounds of the audition. If an elected committee member is unable to attend a round of auditions, the person receiving the next highest vote by the section of the orchestra shall be asked to serve. If this person is unable to serve, the Audition Committee shall fill the vacancy with a tenured contracted Musician.

In order for the Music Director to be involved in the selection and hiring of audition candidates, s/he must attend the Final round of auditions.

The Final round of the audition shall be open to the entire orchestra, provided each contracted Musician in attendance agrees to the protocol established by the Audition Committee.

5. Announcement of Auditions: Except for vacancies filled in accordance with 9.6 and 9.7 of this article, all auditions for filling permanent contract positions shall be announced in the issue of the *International Musician* which is to be published and distributed at least two (2) months prior to the scheduled audition date. If applicable, such notice shall state: "In the event a current member of the orchestra is selected for this position, the next best qualified applicant may be offered the newly vacated position."

No Permanently contracted Musicians shall be required to participate in any audition.

6. Round Advancement: Permanently contracted or past-tenured Musicians shall proceed directly to the Final round of auditions. Substitute Musicians who have performed at least thirty (30) percent of all services in each of two (2) consecutive seasons shall proceed directly to the Semi-Final round of auditions.
7. Non-discrimination: Nothing in these provisions shall preclude the invitation of any Musician to participate in the audition procedure. No decision shall be made on the basis of race, color, creed, sex, sexual orientation, national origin, age and/or physical disability.

8. Audition Staff: The Symphony shall hire four (4) Musicians to assist in the running of auditions.

B. Audition Procedure:

1. General Guidelines:

- a. Selection of Applicants: All qualified applicants shall be afforded an opportunity to audition for the Symphony, although in extraordinary circumstances a process may be utilized to limit the number of applicants to be heard. If the Audition Committee determines the number of applicants is to be limited, each member of the Audition Committee will be given an opportunity to review all applications to determine if the applicant potentially represents the high level of proficiency and experience to merit an audition. Any applications chosen for review by the Audition Committee shall be made anonymous. If an applicant is deemed under-qualified to audition, s/he shall be afforded an opportunity to present two (2) letters of recommendation for the Audition Committee's reconsideration.
- b. Audition Venue: Auditions shall be held in a formal concert hall, such as NJPAC, or a comparable facility. Two (2) or more simultaneous auditions for different instruments shall not be held on the same day.
- c. Rounds of Auditions: There shall be three (3) rounds of auditions: Preliminary, Semi-final and Final. A fourth (4th) round of auditions (Orchestral round) may be held as outlined in 9.5(B)(2)(c).
- d. Union Representation: The Union may designate representatives to be present at all rounds of auditions.
- e. Audition Music Availability: Where possible, clean copies of all excerpts shall be made available to all applicants through the Symphony's website, no less than sixty (60) days prior to the audition date.
- f. Screens: In all audition rounds preceding the Final round, applicants shall be heard from behind a screen. In the Final round, applicants may be heard from behind a screen only after agreement between the Audition Committee and the Music Director.
- g. Scheduling of Auditions: Auditions may be scheduled for up to ten (10) hours (excluding breaks) on any given day. Unless otherwise agreed upon between the Symphony and the Audition Committee, auditions shall be scheduled between 10am and 1pm, 2pm and 6pm and 7pm and 10pm, but under no circumstances shall any audition be heard later than 10:30pm. If the auditions occur between 10am and 2pm or between 4pm and 8pm, the Audition Committee shall receive a minimum of one (1) hour of compensated break time.
- h. Orientation Meeting prior to Auditions: The Personnel Manager shall convene a meeting with the Audition Committee and one (1) Musician from the Audition Staff no later than one (1) week prior to the Preliminary round of auditions. This meeting is meant to discuss audition guidelines and protocol, as well as logistics and other possible issues surrounding the particular audition.

Musicians shall be paid a minimum of one (1) hour in accordance with the rates listed in Article 4.17 hereof (Auditions).

2. Voting and Selection of Applicants:

- a. Voting: In all rounds, voting shall take place by secret ballot and prior to any discussion. Audition Committee members shall agree that all information discussed during the voting process, including results, shall remain confidential. The Audition Committee shall advance an applicant to the next round of auditions by majority vote. However, if an applicant receives only two (2) affirmative votes, the Personnel Manager shall inquire of the Audition Committee as to their desire to discuss the applicant's possible advancement to the next round. If such discussion is held, the Audition Committee shall then re-vote on the applicant by secret ballot.
- b. Final Round: In the Final round of auditions, the Audition Committee shall vote by secret ballot as to each candidate's acceptability. Following the Final round, the Personnel Manager shall convene a meeting of the Audition Committee and the Music Director. One (1) member of the Symphony Staff, in addition to the Personnel Manager, may attend this meeting. At this meeting, the results of the Final round voting shall be announced and discussed. The Music Director may, within (1) year from the date of the Final round of the audition, offer a position in the orchestra to any candidate(s) receiving a majority vote, and need not choose anyone. If the Music Director chooses not to attend the Final round of auditions, the Audition Committee may within one (1) year from the date of the Final round of the audition, offer a position in the orchestra to any candidate(s) receiving a majority vote and need not choose anyone.
- c. Orchestral Round: Candidate(s) meeting the Final round criteria above may be invited by the Music Director to perform for no fewer than one (1) and no more than three (3) weeks with the orchestra, during which the Music Director is conducting, before a final selection is made. If the Music Director did not attend the Final round of auditions, such invitation may be made by majority vote of the Audition Committee for candidate(s) to perform for no fewer than one (1) and no more than (3) weeks with the orchestra during which the Music Director is conducting, before a final selection is made. In the Orchestral round of auditions, the Audition Committee shall vote by secret ballot as to each candidate's acceptability.

During this period, the candidate may meet face-to-face with members of the Audition Committee, one (1) member of the Symphony Staff and the Music Director. This meeting shall help inform which candidate is best suited to fill the position in the orchestra.

- d. Final Selection: Following each applicant's Orchestral round, the Personnel Manager shall convene a meeting of the Audition Committee and the Music Director. One (1) member of the Symphony Staff, in addition to the Personnel Manager, may attend this meeting. At this meeting the results of the Orchestral round voting shall be announced and discussed. The Audition Committee may offer feedback, impressions and any additional relevant information that may assist the Music Director.

The Music Director may, within one (1) year from the date of the Orchestral round of the audition, offer a position in the orchestra to any candidate(s) receiving a majority vote, and need not choose anyone. If the Music Director chooses not to attend the Final and Orchestral rounds of auditions, the Audition Committee may within one (1) year from the date of the Orchestral round of the audition, offer a position in the orchestra to any candidate(s) receiving a majority vote and need not choose anyone.

C. Conflicts of Interest

1. Appearance of Impartiality: The audition process must be fair and must appear to be fair to all concerned. Accordingly, whenever circumstances exist that raise legitimate doubts as to the impartiality of a Musician serving on an Audition Committee, that Musician shall voluntarily recuse him/herself from the Committee.
2. Audition Committee Relatives: Relatives of applicants shall not be permitted to participate on an Audition Committee.
3. Concerns about Partiality: If, no later than seventy-two (72) hours prior to an audition, concern is raised to the Orchestra Committee or the Symphony that a Musician on an Audition Committee may be perceived not to be impartial because of a personal, professional or other relationship, the Orchestra Committee and the Symphony shall investigate the matter. Following completion of their inquiry, the Orchestra Committee and one (1) representative from the Symphony Staff shall hold a secret ballot vote on whether the Musician shall be excused from the Audition Committee for that audition. A majority or tie vote shall be deemed a vote to remove the Musician from the Audition Committee.
4. Replacement: If a member is removed from an Audition Committee in accordance with this section, the Audition Committee shall replace him or her with another contracted, tenured Musician.
5. Vote to Determine Partiality: A vote to disqualify a Musician from participating on an Audition Committee shall be deemed to be a determination that the appearance of partiality exists and shall not be considered a determination of actual partiality.

9.6 Procedure for Filling Acting Contracted Positions

- A. The Music Director may appoint a Musician to fill an acting contract position, only in the event that a Musician on a valid leave of absence pursuant to Article 13.8A hereof (Leaves) temporarily vacates a permanent contract position. The Music Director has the option of using the procedure outlined in Article 9.5 hereof (Procedure for Filling Permanent Contract Positions), of holding internal auditions, or of appointing a Musician from within the Orchestra or from the substitute list.
- B. If the procedure outlined in Article 9.6A is not enacted, then upon determination of a temporary vacancy, an announcement of the vacancy shall be made within fifteen (15) days to the Orchestra. Contracted Musicians shall be provided an opportunity to audition prior to the announcement of auditions to non-members. Every effort will be made so that the audition shall occur no less than one (1) month from the date of the announcement. Announcement to non-members shall be delayed pending the decision as a result of said audition. Such decision shall be announced within twenty-four (24) hours of the conclusion of the audition.

- C. A Personal Service Contract shall be issued to any Musician filling an acting contract position.
- D. No Musician shall be awarded an acting contract position for longer than two (2) full seasons, or beyond the end of the season in which the leave was terminated, whichever is earlier.

9.7 Procedure for Filling Temporary Vacancies

Selection of Musicians to fill temporary vacancies on a non-contracted substitute or extra basis is the responsibility of the Music Director, to be carried out by the following procedure:

- A. Section leaders shall submit substitute lists with names, addresses, email addresses and phone numbers to the Personnel Manager. A section leader may amend this list in writing at any time during the season. Section leaders shall make an earnest effort to include artistically qualified Local 16-248 Musicians on his/her section's substitute list.
- B. The Personnel Manager shall then give a substitute list or lists to the Music Director for review. The Music Director may also amend a list at any time during the season. The Music Director and section leader should discuss each potential substitute Musician and, based on that discussion, should develop a ranked list of substitutes to return to the Personnel Manager. In all cases, the decision of the Music Director regarding any substitute is final.
- C. Once ranking has taken place and a written list has been returned to the Personnel Manager, the Personnel Manager shall then to the best of his/her ability, engage substitutes in order of ranking. If these substitutes are not available, then the Personnel Manager has the authority to engage the best Musicians available at that time.
- D. The Personnel Manager is not responsible to a substitute list unless it is returned to him/her at least thirty (30) days before a series of concerts. If a ranked list has not been returned, then the responsibility of choosing a substitute falls on the Personnel Manager.
- E. The Personnel Manager's authority to hire a substitute Musician is final and shall not be questioned. However, if a Musician objects to a hiring decision by the Personnel Manager, he/she should inform the Orchestra Committee of this objection. The Orchestra Committee may bring this objection to the Symphony for further discussion.
- F. If a substitute is offered the opportunity to play for an entire season at the request of the Music Director, then that substitute cannot play in the orchestra as a full-time substitute during the following season.
- G. Substitute and extra Musicians shall be members in good standing of Local 16-248 AFM and shall be permitted to complete a check-off form for the withholding of Union work dues. Upon completion of fourteen (14) services on not less than thirty (30) days, a non-contracted Musician shall become a member of the Union. The Symphony agrees that these Musicians shall as a condition of employment be or become members of the Union on or before the thirty-first (31st) performance day.
- H. When hiring last minute substitutes (excluding those already engaged to rehearse and perform all or part of the series), necessitated by exigent circumstances such as illness or accident, the Personnel Manager shall first attempt to engage contracted Musicians for that purpose, in order of seniority, and including all contracted Musicians on leave of absence and those excused or absent for that series. If a contracted Musician does not answer their designated main phone number, the Personnel Manager may immediately move on to the next contracted Musician when applicable. Only if no contracted Musician is available may other substitutes be engaged.

9.8 Rights of Contracted Musicians

- A. All vacancies for Permanent and Acting Contract Positions shall be announced to contracted Musicians by the Symphony in writing no later than seven (7) days following determination of the vacancy.
- B. All contracted Musicians shall be given the opportunity to audition for any vacant position, and such Musicians shall automatically proceed to the finals.
- C. In final auditions for a vacancy, members of the orchestra may request to be heard prior to the appearance of non-members, and such request shall be granted.

9.9 Revolving String Seating

For all orchestra services, the personnel in each string section, with the exception of the first two (2) desks of the first violin section and the first desk of each of the other four (4) string sections, shall be required to revolve throughout the season (normally every two (2) weeks of services) in a bicycle-chain fashion (i.e., outside chairs move toward the podium, inside chairs move away from the podium). Section violinists hired after September 2006 shall revolve within both violin sections as needed in a fair and equitable manner. It shall be the responsibility of the Personnel Manager, in consultation with the Music Director and the Vice President of Operations, to implement this procedure.

9.10 Seating

In the case of absences in a revolving string section, the contracted Musician sitting on the last contracted desk of the section shall be asked to “swing” forward to fill the vacancy, but is not required to assume this position in cases of works containing extended and complex divisi parts. In all cases, the Personnel Manager, acting in consultation with the Music Director and the Vice President of Operations, shall be responsible for overseeing this process and has the authority to make exceptions to this procedure on a case-by-case basis as he/she sees fit. The Personnel Manager shall notify the swing Musician as soon as possible.

Any Musician may refuse temporary assignment to positions involving section leadership without affecting his/her status in the orchestra in any way.

If a non-Principal, non-Associate Principal or non-Assistant Principal Musician (excluding the second desk of the first violin section) is assigned to or asked to assume a Principal or Assistant Principal chair position in reduced orchestra services as outlined in Article 9.11 and declines the offer(s), or is asked to assume a Principal Chair position in regular orchestra services when there is only one (1) part needed from their section for the entire program and declines the offer(s), the Musician may be asked by the Symphony to perform an equivalent number of CP services. If the Musician declines these CP services, the declined services shall count against the Musician’s orchestra service season guarantee.

9.11 Assignment of Reduced Orchestra Services

With the exception of ensembles, which are covered in Article 6 hereof (Community Partners (CP) Program), when a service involves less than a full orchestra, all Musicians shall be rotated on a systematic basis wherever possible to insure equal distribution of work. However, with the exception of educational concerts, principals shall not be included in such rotation unless necessary to insure that other Musicians are offered their guaranteed number of services. The Symphony shall provide all contracted Musicians with the opportunity to rank their preferences for reduced orchestra service assignment. Best efforts shall be made to fulfill preferences and ensure equal distribution of work within the artistic interests of the Orchestra. Assignment of personnel shall be done after consultation with the principal player of each section participating in the reduced series and shall be firm ninety (90) days in advance of the first rehearsal for each reduced orchestra set of services.

Once assigned to reduced orchestra sets, Musicians shall be able to trade equivalent-length sets with other Musicians in his/her section provided notification of such trade is given in writing, signed by both Musicians, to the Personnel Manager and the Vice President of Operations not later than fourteen (14) days prior to the first of the two (2) sets. If the traded sets are not equivalent-length and both Musicians participate in the CP program, their CP guarantee in Article 6.5A may be adjusted; if a Musician does not participate in the CP program and that trade results in a lesser number of services, the Musician may be required to forfeit the additional lost services. Any concerns shall first be addressed with the CP Task Force.

ARTICLE 10. TERMINATION, NON-RENEWAL & DEMOTION

10.1 Disciplinary Procedure and Termination

Whenever in the judgment of the Symphony an infraction of Article 7 hereof (Obligation of the Parties) has occurred, the Symphony shall call such infraction to the attention of the Musician or Musicians involved and, at the same time, notify the Union of the issuance of any such notice or warning. A system of disciplinary measures shall be developed which is agreeable to the Orchestra and the Symphony. If the Musician(s) do(es) not satisfactorily heed such warning, the Symphony may then, after consultation with the Union, give such Musician(s) notice of his/her/their dismissal from the orchestra.

In cases of outrageous behavior, the Symphony may dismiss (a) Musician(s) without prior warning, but with prompt notice to the Union. The dismissal shall be subject to Article 11 hereof (Grievances).

10.2 Non-renewal and Demotion Based on Artistic Standards

Non-renewal and demotion for the purpose of maintaining the Orchestra's musical standards shall be subject to the following procedure:

- A. During the first and final years of a Music Director's tenure, there shall be no non-renewals or demotions.
- B. The Music Director shall inform the Personnel Manager of his/her desire to meet a Musician to discuss his/her position with the Orchestra. The Personnel Manager shall send a written communication about the meeting to the Musician. This meeting must take place prior to December 1 of that season. At this meeting the Music Director must inform the Musician of his concerns and intentions in person and in writing. The Musician may have a member of the Orchestra Committee at this meeting. The Music Director may ask the Personnel Manager to attend this meeting.

Every opportunity to correct the problem(s) indicated by the Music Director shall be afforded the Musician. If, in the opinion of the Music Director, the problem(s) is/are not corrected, the Music Director shall issue notice of non-renewal or demotion, postmarked no later than February 1 following the pre-December meeting.

- C.
 1. The Symphony shall pay a tenured Musician whose contract is not renewed and who does not invoke the review process in Article 10.2C.2 hereof severance pay equal to one (1) weeks' wage (at the then current season's rate) for each year of active service up to a maximum of thirty thousand dollars (\$30,000).
 2. The tenured Musician involved in a non-renewal decision of the Music Director has twenty-one (21) days from notification of the non-renewal to accept in writing the severance pay set forth in Article 10.2C.1 hereof or to request in writing to appear

before the Review Committee. The Musician must give copies of the Musician's written decision to the Personnel Manager, the Union and the Orchestra Committee Chair. If the Musician elects to receive the severance pay, he/she has an additional seven (7) days to revoke in writing his/her acceptance of the severance pay. Revocation shall be given to the Personnel Manager, the Union and the Orchestra Committee Chair, and shall mean that the Musician has elected to appear before the Review Committee and invoke the review procedures set forth below.

- D. The Review Committee shall review non-renewal of all tenured Musicians and demotion of principals and titled Musicians.
- E. A meeting of the Review Committee shall be scheduled no later than fifteen (15) days after the submission of the request. All members of the Review Committee must attend the meeting. The Music Director and the Musician involved, although not necessarily simultaneously, shall also have the right to attend and present their respective arguments in support of their positions to the Committee. A Staff Mediator of the New Jersey State Board of Mediation shall also attend the meeting(s). The Musician shall have the option of auditioning before the Committee, but shall not be required to do so, and no negative inference may be drawn from his/her decision not to audition. After the presentations are concluded, a secret ballot vote of the Committee must be taken by all members under the auspices of the said Staff Mediator of the New Jersey State Board of Mediation. The Music Director shall not be present during the voting procedure.
- F. If a non-renewal is upheld by a vote of seven (7) or more, the Musician involved shall be terminated at the conclusion of the ensuing season. If a demotion is upheld by a vote of seven (7) or more, the Musician involved shall be demoted at the beginning of the following season. If the non-renewal or demotion is not upheld by a vote of seven (7) or more, the Musician is returned to his/her position in the Orchestra without affecting his/her status in the Orchestra in any way.
- G. No Musician shall be given notice of non-renewal in consecutive contract years. At least two (2) full contract years, excluding any contract year that a Musician is on an approved leave of absence, must pass between the first and second, or subsequent, notices of non-renewal. However, in the event the Review Committee upholds the second, or subsequent, notice of non-renewal, the Musician's services shall be terminated as of the end of the season during which the non-renewal was upheld.
- H. A demoted principal or titled Musician with five (5) or more years of service shall retain his/her salary for two (2) years. A demoted principal or titled Musician with fewer than five (5) years of service shall retain his/her salary for one (1) year.

10.3 String Section Reseating

- A. If for the purpose of maintaining the Orchestra's musical standards the Music Director wishes to reseat a tenured section Musician, the procedure set forth in Article 10.2B hereof (Non-renewal and Demotion Based on Artistic Standards) shall be followed.
- B. If the Musician involved in a reseating wishes to challenge the decision of the Music Director, he/she shall request in writing to appear before the String Reseating Review Committee within ten (10) days. A meeting of the Committee shall be scheduled no later than fifteen (15) days after the submission of the request. All members of the Committee, including the Music Director, must attend the meeting. The Musician involved shall have the right to present his/her arguments to the Committee in support of his/her position. A Staff Mediator of the New Jersey State Board of Mediation shall also attend the meeting.

- C. The same regulations concerning the Musician's right to audition and the voting procedures as stipulated in Article 10.2E hereof (Non-renewal and Demotion Based on Artistic Standards) for the Review Committee shall apply.
- D. If the reseating is upheld by a vote of three (3) or more, the Musician involved shall be reseated at the start of the following season. If the reseating demotion is rejected, the person shall retain his/her original chair.
- E. Reseated string Musicians shall receive no reduction in pay.

ARTICLE 11. GRIEVANCES

11.1 Grievance

A grievance shall be defined as any dispute or controversy arising between the Symphony and the Union, or between Musician(s) and the Symphony.

Such dispute or controversy shall include any disagreement regarding the means or application of any of the provisions of this Agreement, except Articles 9.4A (Dismissal of a probationary employee); 10.2 (Non-renewal and Demotion Based on Artistic Standards); and 10.3 (String Section Reseating).

Should any grievance arise, there shall be no suspension of work, but an earnest effort shall be made to settle such difference immediately. To carry out this intent, a grievance shall be resolved by the steps outlined in 11.2 and 11.3.

By mutual agreement in writing, any step may be extended up to two (2) weeks.

11.2 Union or Musician as Grievant

Any Musician or group of Musicians shall have the right at any time to present a grievance to the Symphony and to have such grievance adjusted. This may be without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement; that the grievance process is initiated not later than fifteen (15) days after the event which gave rise to the grievance or its reasonable discovery by the Union, Orchestra Committee or Symphony; and that the Union and a member of the Orchestra Committee have been given the opportunity to be present at such adjustment.

- Step 1 To initiate a grievance, the Musician(s) shall first communicate the grievance verbally, and subsequently in writing within five (5) days, to the Personnel Manager. The written grievance shall include the facts upon which it is based, the section(s) of the agreement that are alleged to have been violated, and the remedy or correction sought. The Personnel Manager shall, within three (3) days from receiving the written grievance, notify the grievant, the Orchestra Committee, and/or the Union, in writing of the resolution of the grievance or that no resolution can be offered.
- Step 2 If no satisfactory adjustment is reached in Step 1, within fifteen (15) days, the Orchestra Committee Chair or the Union shall notify the Vice President of Operations in writing.
- Step 3 Upon receipt of the notification from Step 2, within fifteen (15) days, the Symphony shall meet with the grievant, the designated representative of the Union and/or the Orchestra Committee.
- Step 4 If the Symphony does not respond within fifteen (15) days following the meeting in Step 3, the grievance shall be considered forfeited to the Union.

If the Symphony does not wish to forfeit the grievance to the Union, the Symphony and Union may mutually agree to adjudicate the matter using one of the following two (2) options or, in the absence of mutual agreement, move directly to arbitration per Article 11.3.

- A. Grievance Review Board: The governing bodies of the Union and the Symphony shall promptly designate two (2) representatives each to serve as a Review Board to consider the matter further. This Board shall include at least one officer of Local 16-248 and one member of the Orchestra Committee. The representatives of the Symphony shall include at least one member of the Board of Trustees of the Symphony. The Review Board shall meet and render a decision within twenty-one (21) days. The decision of the majority of the Review Board shall be final and binding on both parties and the grievant(s). If no majority decision is reached, Article 11.2B (Mediation) is automatically invoked.
- B. Mediation: The parties may mutually agree to enlist an external mediator from the NJ State Board of Mediation (NJSBM) to seek a mutually agreeable settlement. In the absence of mutual agreement, the matter will proceed to Arbitration in accordance with Article 11.3.

11.3 Arbitration

The parties agree that the grievance, dispute or controversy shall be submitted to final and binding arbitration in accordance with the following procedure:

The arbitrator shall be chosen and the arbitration shall be held in accordance with the rules and regulations of the New Jersey State Board of Mediation. The arbitrator shall be bound by this Agreement and he/she shall have no power to alter, amend, modify, add anything to, or take anything away from its provisions. The arbitrator's decision shall be final and binding on both parties, and the expenses of the arbitrator shall be borne equally by the parties. If the Symphony is found to have willfully breached the Agreement, the Arbitrator is authorized to award a monetary penalty. The grievance and arbitration procedure above shall be the sole and exclusive means for the determination of all disputes, complaints, controversies, claims or grievances whatsoever, including a claim based upon a breach of this Agreement.

The cost of arbitration, excluding attorney fees and the cost of a transcript ordered by a single party shall be borne equally by the Union and the Symphony. The parties may jointly request that the arbitration decision be made on an expedited basis, in which case a decision shall be rendered within ten (10) days from the close of the arbitration hearing. Such expedited decision may consist solely of a statement of conclusions and remedies. In all other cases, a detailed written decision shall be rendered by the arbitrator.

11.4 Symphony as Grievant

If the Symphony wishes to file a grievance against the Union, the process shall work in a similar manner. Such adjustments to the procedure shall be agreed upon between the parties before the process can be invoked.

ARTICLE 12. RUN-OUTS AND TOURS

12.1 Definitions

- A. A "Run-Out" shall refer to any engagement away from NJPAC for which overnight lodging is not provided by the Symphony. Such engagement shall be not more than one hundred twenty-five (125) miles in actual distance from NJPAC.
- B. A "Domestic Tour" shall mean one (1) or more services within the continental United States and Canada that involve one (1) or more consecutive nights during which overnight lodging is provided by the Symphony.

- C. A “Foreign Tour” shall mean one (1) or more services outside the continental United States and Canada that involve one (1) or more consecutive nights during which overnight lodging is provided by the Symphony.

12.2 Travel to Run-Outs

Attached as Appendix “B” and incorporated herein is a copy of the Northeast New Jersey Metropolitan Area portion of a road map. The Symphony shall provide transportation to the Musician in the event a service is held in a location that falls beyond the outer area drawn in on said map. The triangle-like area marked (a) depicts the area within which a service can be held where no New York pick-up and drop-off transportation shall be provided.

- A. Bus transportation from New York shall normally be facilitated by making stops to pick up Musicians at 179th Street & Ft. Washington Avenue, 96th Street & Amsterdam, 41st Street between 9th Avenue & Dyer, stopping also at the Marriott Hotel in Teaneck and in Weehawken. The exact routes shall be reviewed periodically in consultation with the Tour Committee and bus captains and may vary depending upon personnel for a given series. The bus shall be at the first stop on its route fifteen (15) minutes prior to the scheduled departure. When returning to New York, a bus shall make up to two additional stops in Manhattan, to be determined by September 1 of each season by the Tour Committee. Bus overtime shall be computed based on the 41st Street pickup and the 41st Street drop off for a bus that begins at 41st Street and travels through the Lincoln (or Holland) Tunnel and based on the 179th Street pickup and the 179th Street drop off for a bus that begins at 96th Street and travels over the George Washington Bridge, unless the routes have been altered.
- B. The New Jersey bus shall depart from Essex Green Shopping Center Mall in West Orange and stop at Exit 135 off the Garden State Parkway when traveling south and the bus shall be at the Essex Green Shopping Center Mall thirty (30) minutes prior to departure.
- C. The Symphony reserves the right to have a single bus if the number of Musicians for a particular service can be accommodated in one (1) bus. In such event the New York bus shall be considered the first pick up and the last drop-off. If a single bus is used, overtime for Musicians picked up in New York shall be computed after five (5) hours for a single service or after nine and one-half (9½) hours for two (2) services.
- D. If the Symphony finds an alternative mode of transportation for a reduced Orchestra, the Symphony shall present its plan to the Orchestra Committee for approval. Such plan shall be consistent with all provisions of this Article and shall include the engagement of a bus captain for each Symphony-hired vehicle using a professional driver following the guidelines of Article 12.5 and payment of Meal Allowance (Article 12.6 if applicable).

Tolls and mileage, at the current IRS business mileage allowance rate at time of payment, will be paid to each Musician driver. Mileage and tolls will be measured from the Musician’s regular bus stop to the venue using Google Maps.

If a Musician travels utilizing mass transit, the Symphony shall reimburse mass transit expenses incurred upon presentation of receipts. Mass transit expenses will be reimbursed to and from the Musician’s regular bus stop to the venue.

12.3 Buses

When the Symphony is to provide bus transportation it shall order modern, clean, air-conditioned buses with reclining seats, a lavatory and adequate storage facilities.

12.4 Travel Allowance:

- A. When Musicians are required to travel by bus to a single service, bus overtime shall be due for all time over six (6) hours, inclusive of the service.
- B. When Musicians are required to travel by bus for two (2) services, bus overtime shall be due for all time over ten and one-half (10½) hours, inclusive of the services.
- C. When Musicians are required to travel by bus for a sound check and a concert, bus overtime shall be due for all time over seven and one-half (7½) hours, inclusive of the sound check and concert.
- D. When Musicians are required to travel by bus for a sound check and two concerts, bus overtime shall be due for all time over twelve (12) hours, inclusive of the sound check and the concerts, for up to two (2) occurrences per contract year.
- E. Bus overtime shall be compensated at the rate of seventeen dollars (\$17) for the first hour or part thereof; thereafter, the rate shall be eight dollars and fifty cents (\$8.50) per one-half (½) hour or part thereof. If only two buses are provided, the bus overtime rate shall double beginning after the first hour of bus overtime (at 7 hours for a single service, etc.).

12.5 Bus Captains

Each bus shall have a bus captain, appointed by the Tour Committee. A bus captain shall ride on each bus to ensure that speed limits and other laws are observed. The Symphony shall provide each bus captain with accurate directions to each destination. Bus captains shall be compensated in the amount of thirty-three dollars (\$33) per day. To be eligible to serve, Bus Captains must have cell phones (at their own expense).

12.6 Meal Allowance

The Symphony shall pay meal allowance for run-outs requiring transportation as per Article 12.2 hereof (Travel to Run-Outs) in accordance with the following guidelines:

- A. Breakfast for all Musicians involved in a bus departure prior to 9:00am.
- B. Lunch for all Musicians involved in a bus departure prior to 1:00pm for an afternoon or evening service, or a bus drop-off later than 11:30am for a morning service.
- C. Dinner for all Musicians involved in a bus departure prior to 5:30pm for an evening service, or a bus drop-off later than 7:00pm for an afternoon service.
- D. The Symphony shall pay meal allowances in the following amounts:

Breakfast	\$11.00
Lunch	\$14.00
Dinner	\$25.00

- E. Payment of meal allowances shall be incorporated in paychecks issued for the relevant services, which shall be clearly designated as meal reimbursement and not as wages.

12.7 Notification for Domestic Tours

Domestic Tours of three (3) or more consecutive nights shall be announced at least four (4) months in advance of what is then believed to be the departure date and such announcement shall include as much information as is known at that time. The firm schedule for a Domestic Tour shall be confirmed not less than sixty (60) days in advance and shall include airfare and hotel rates for the information of any Musician who may elect to travel or stay independent of the Orchestra.

12.8 Notification for Foreign Tours

Foreign Tours shall be announced at least twelve (12) months in advance of what is then believed to be the departure date and such announcement shall include as much information as is known at that time. Preliminary tour plans shall be announced not less than four (4) months in advance of the departure date and such announcement shall include departure and return dates. The firm schedule for a Foreign Tour shall be confirmed not less than sixty (60) days in advance and shall include airfare and hotel rates for the information of any Musician who may elect to travel or stay independent of the Orchestra.

12.9 Cancellation of Tour

In the event a tour is cancelled within sixty (60) days of the announced departure date, the Symphony shall reimburse personal expenses incurred by a Musician who has pre-paid travel or lodging to the extent such expenditures are not refundable.

12.10 Length of Tour

Any tour that departs from New Jersey between September 1 and June 15 shall be not longer than twenty (20) consecutive overnights in length. Any tour that departs from New Jersey between June 16 and August 31 shall be not longer than twenty-seven (27) consecutive overnights in length.

12.11 Scheduling on Domestic and Foreign Tours

- A. The maximum number of consecutive work and/or travel days shall be six (6). For each seven-(7)-day period on tour, there shall be a minimum of one (1) day without work or travel.
- B. Upon return to New Jersey at the conclusion of a tour, recovery service(s) shall be paid according to the following table:

<u>Tour Length</u>	<u>Services Added</u>
5-14 days	1 service
15-21 days	2 services
22 or more days	3 services

- C. For tours of two (2) nights or longer, the total number of services scheduled shall be not more than one (1) per day, averaged over the length of the tour, including departure and return days. For tours of two (2) nights or longer, the total number of services paid, including recovery services, shall be not less than one (1) per day, averaged over the length of the tour, including departure and return days.
- D. Upon initial arrival at a destination with more than a six-(6)-hour time-zone difference from New Jersey, the next day following arrival to the hotel shall be a free day without work or travel.
- E. For travel days (except intercontinental travel or returns from concerts), there shall not be a scheduled departure before 9:00am or after 9:00pm or a scheduled hotel arrival after 11:00pm, unless special circumstances exist in which an earlier departure or later arrival is required and is approved by the Tour Committee.
- F. If a matinee concert is scheduled, the maximum travel time that same day shall be three (3) hours (excluding meal stops) and the minimum time between hotel arrival and the departure of the last bus to the concert hall shall be two (2) hours.
- G. There shall not be travel (except between the hotel and the concert hall) on a two-(2)-service day.
- H. The arrival at a hotel following a concert shall be not later than three and one-quarter (3¼) hours from the scheduled concert start time. If the travel time from the hotel to the concert venue is

greater than thirty (30) minutes or if the distance is greater than ten (10) miles that travel time shall be counted toward that day's travel allotment.

- I. The Symphony shall endeavor to rehearse and perform all repertoire before a tour commences. Rehearsals while on tour shall be not greater than two (2) hours in duration.
- J. The Symphony may schedule a sound check of up to twenty-five (25) minutes in length, as close to the beginning of the concert as possible, but not more than ninety (90) minutes before a concert. Such a sound check shall be compensated at one-third (1/3) of a service. Normally, there shall not be a rehearsal and a sound check on the same day.
- K. When on tour, the Symphony shall schedule meal stops for breakfast no later than 8:00am, for lunch no later than 1:00pm, and for dinner no later than 6:00pm. At least one (1) hour shall be allowed for each meal.

12.12 Scheduling on Domestic Tours

- A. For one-(1)-night tours containing one (1) service, bus overtime shall be paid for all travel time to return the following day.
- B. If an evening concert is scheduled, the maximum travel time that same day shall be five (5) hours (excluding meal stops) and the minimum time between hotel arrival and the departure of the last bus to the concert hall shall be three (3) hours. Bus overtime shall be due for all travel beyond five (5) hours.

12.13 Scheduling on Foreign Tours

- A. Upon initial arrival at a destination with a time-zone difference from New Jersey of six (6) or fewer hours, there shall be a minimum of twenty-four (24) hours from the arrival time to the hotel before any further travel or work shall occur.
- B. The maximum travel time within a day (exclusive of meal stops, or intercontinental travel) shall be seven (7) hours.
- C. If an evening concert is scheduled, the maximum travel time that same day shall be four (4) hours (excluding meal stops) and the minimum time between hotel arrival and the departure of the last bus to the concert hall shall be three (3) hours.

12.14 Hotel Accommodations on Tour

All hotel accommodations provided by the Symphony shall be rated at least three (3) diamonds by AAA or three (3) stars by Mobil, have room service available, interior corridors, elevators, A/C, central heating and private baths. For Foreign Tours, there shall be an advance party of at least one (1) staff person to confirm conditions at all hotels prior to the Orchestra's arrival.

The Symphony shall provide single occupancy rooms. Musicians willing to share double occupancy rooms shall each be reimbursed one half of the difference in cost to the Symphony of two (2) single-occupancy rooms and one double-occupancy room.

12.15 Per Diem Payments on Tour

- A. Per diem amounts for meals and incidental expenses as established and published by the General Services Administration shall be paid to each participating Musician for each full day on tour. Per diem amounts for partial departure or return days shall be pro-rated as agreed upon by the Symphony and the Orchestra Committee.

- B. All per diem must be paid in full at least one (1) banking day prior to the commencement of a tour, unless there is an advantage to the Symphony to pay per diem in the local currency upon arrival, in which case the Orchestra shall be notified not less than ten (10) days in advance of departure. The foregoing notwithstanding, all Musicians shall be offered the option to be paid up to twenty-five (\$25) per day in local currency upon arrival at the first hotel in each country.

12.16 General Tour Provisions

The following provisions shall apply to all Domestic or Foreign Tours:

- A. Provided the Symphony does not incur additional travel or lodging expense as a result, Musicians may elect alternative travel or hotel accommodations and shall receive the actual cost the Symphony paid for scheduled travel or hotel accommodations. Musicians shall notify the Symphony of their intention not to travel with or be housed by the Symphony within ten (10) days of notification of the firm tour schedule. Subsequent to that notification to the Symphony, if a Musician changes his/her mind and notifies the Symphony that he/she would like to travel or stay with the Orchestra, the Symphony shall make its best efforts to re-book transportation and hotel accommodations for that Musician, but any additional charges that may apply shall be borne by the Musician.
- B. Any Musician electing to have his/her instrument carried by the Symphony shall have them carried in trunks pre-approved by the Tour Committee.
- C. The Symphony shall make every effort to provide smoke-free travel.
- D. The maximum mileage for travel by bus per day shall be two hundred fifty (250) miles.
- E. Family members shall be allowed to travel with the Orchestra as seating on flights permits; a lottery shall be established if necessary.
- F. On all Foreign Tours, the Symphony shall provide adequate security and medical personnel to accompany the Orchestra. The Symphony shall pay the cost of a Musician's return to New Jersey in the event of a medical emergency, unless that emergency is the result of gross negligence on the part of the Musician.
- G. Travel insurance, inoculations, and travel documents, when needed, shall be arranged and paid for by the Symphony.
- H. First class seats, when available, shall be assigned to Musicians on a rotating basis.
- I. A Musician may negotiate in his/her Personal Service Contract the conditions under which he/she shall be available for Foreign or Domestic tours.
- J. To accommodate exceptional circumstances, provisions of this Article 12 hereof may be modified with the agreement of the Orchestra Committee, the Tour Committee and the Symphony.

ARTICLE 13. BENEFITS

13.1 Health Insurance

As health insurance and health care delivery systems continue to evolve, the Union and the Symphony recognize the value of ongoing discussions regarding health insurance coverage options.

- A. As of July 1, 2022, the Symphony shall offer a choice of three medical insurance plans for all tenured contracted Musicians – Blue Plan (Oxford Liberty EPO Post), Green Plan (Oxford Liberty EPO), and Gold Plan (Oxford Liberty Access), which shall include Single, Couple, Parent/Child, and

Family coverage at the Symphony’s expense per the chart below. The deductible for the Blue and Green plans shall be not more than one thousand five hundred dollars (\$1,500) for Single coverage and not more than three thousand dollars (\$3,000) for Couple, Parent/Child, or Family coverage for the duration of this agreement.

Deductible HRA: For Musicians on the Blue and Green Plans, the Symphony shall provide a Health Reimbursement Account for each Musician that shall reimburse the first one dollar through seven hundred fifty (\$1-\$750) for Single and the first one dollar through fifteen hundred dollars (\$1-\$1,500) for Couple, Parent/Child, or Family of each Musician’s deductible. Once the first Symphony portion is depleted, the Musician is responsible for the next portion of the deductible (dollars seven hundred fifty-one through one thousand (\$751-\$1,000) for Single and dollars one thousand five hundred and one through two thousand (\$1,501-\$2,000) for Couple, Parent/Child or Family) before the Catastrophic HRA takes effect. Once the Musician portion is depleted, if an additional deductible is applicable, the Symphony shall provide for a Catastrophic HRA reimbursement that shall pay the final portion of the deductible, which is dollars one thousand and one through one thousand five hundred (\$1,001-1,500) for Single and dollars two thousand and one through three thousand (\$2,001-\$3,000) for Couple, Parent/Child or Family of the deductible. The Symphony shall cover days three, four, and five (3, 4, and 5) of hospital inpatient admission, inpatient mental health services, inpatient substance abuse services, and inpatient alcohol abuse services with HRA.

Co-Pays for Office Visits and Prescriptions shall be as follows:

Office Visit		
Co-Pays	Primary Care Office Visit	Specialist Office Visit
Blue Plan	\$20.00	\$40.00
Green Plan	\$30.00	\$50.00
Gold Plan	\$5.00	\$15.00

Prescription Co-Pays	Retail	Retail	Retail	Mail Order	Mail Order	Mail Order
	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
Blue Plan	\$25.00	\$50.00	\$75.00	\$50.00	\$100.00	\$150.00
Green Plan	\$15.00	\$35.00	\$75.00	\$30.00	\$70.00	\$150.00
Gold Plan	\$15.00	\$35.00	\$75.00	\$30.00	\$70.00	\$150.00

Newly hired (probationary) Musicians shall be eligible for insurance coverage on the first day of the month after their contract begins. Health insurance premiums for the Musician, Musician’s spouse or domestic partner, and family shall be paid in accordance with the following contribution chart:

Seniority of Musician	Single Green or Blue Plan Coverage	Spousal or Parent/Child Green or Blue Plan Coverage	Family Green or Blue Plan Coverage
Post probationary, in the 1 st or 2 nd years of service	Paid by the Symphony	Difference between single Green Plan and spousal (or parent/child) coverage paid by the Musician	Difference between single Green Plan and family coverage paid by the Musician
In 3 rd year of service	Paid by the Symphony	Paid by the Symphony	Difference between spousal (or parent/child) Green Plan and family coverage paid by the Musician
In 4 th year of service	Paid by the Symphony	Paid by the Symphony	Paid by the Symphony

The Symphony shall also offer an alternative plan(s) that includes out-of network services for all tenured contracted Musicians, which shall include Single, Couple, Parent/Child, and Family coverage, with the Musician paying any additional cost over the portion paid by the Symphony for the Green Plan.

Any health insurance premium payment due to the Symphony shall be paid per pay period by payroll deduction. During pay periods when the Symphony does not offer employment, each Musician shall either mail in a check (made payable to the Symphony) for the indicated amount before the next pay period, or the indicated amount shall be deducted from the next pay period in which the Musician receives sufficient funds.

- B. Any increase over the Health Plan’s base plan’s prior year’s premium portion paid by the Symphony shall be borne in accordance with the following:

% increase	Payer
0-7.74%	the Symphony
7.75-17.49%	the Musician through monthly payroll deduction. In an amount not to exceed \$1,000.00 annually.
Over 17.5%	the Symphony

After being notified of any increase in premium by the insurance carrier, the Union and the Symphony shall discuss changing the health plan in order to lower the increase. Following such discussions, a final decision shall be made by consensus between both parties at least one (1) month prior to the renewal date of the health insurance contract. If an agreement cannot be reached, the current health plan shall continue as is until the next health insurance renewal.

- C. The parties shall agree to any change in the health coverage or current health plan provider.

It is understood and agreed the parties have a strong interest in a complete mutual understanding of the Symphony’s costs for health care coverage and the Health Reimbursement Account (HRA). In order that both parties have the same complete information upon which most intelligently to continue to seek and provide quality health care to Musicians and their dependents as reasonably economically as possible, the Symphony shall provide the Orchestra Committee with a full and transparent accounting of all HRA utilization and expenditures as well as the medical benefit plans generally on a semi-annual basis or as needed, provided that such disclosure shall not violate state or federal anti-disclosure laws regarding an individual’s personal medical condition.

- D. Vision, Hearing and Dental insurance shall be available on a contributory basis. Periodically the Symphony shall work together with the Orchestra Committee to review the vision, hearing and dental insurance plans.
- E. Musicians shall not request such health insurance coverage if they are already covered by their spouse or domestic partner elsewhere with coverage at least equal to that provided by the Symphony. If a Musician's spouse or domestic partner is currently working and is eligible for group healthcare coverage through his or her current employer, he or she is not eligible to enroll under the Symphony's health insurance plan. Proof of non-eligibility from the Musician's spouse or domestic partner's current employer will be required annually in order to enroll the spouse or domestic partner in the Symphony health insurance plan.
- F. In order to qualify for full Symphony contributions as set forth above, a Musician must play at least eighty percent (80%) of guaranteed services offered to him/her in a season. If the Musician plays less than eighty percent (80%), the Musician affected shall contribute a proportional amount of the annual health care premium. Any adjustments shall be made at the end of the season.
- G. Services missed due to illness, bereavement leave, jury duty and services in which a contracted Musician's attendance is not required (i.e. Brass in The Messiah, reduced string section, etc.), shall not count as missed services.
- H. Musicians (including dependents) who are eligible for medical plans through another employer may, upon proof of coverage and signing an appropriate waiver of coverage from the New Jersey Symphony, have the option of receiving a monthly payment equal to twenty-five percent (25%) of the premium for green plan single health insurance coverage in lieu of participating in the New Jersey Symphony medical plan. In the event the coverage provided by another employer is terminated due to illness, layoff, labor dispute, change in marital status, or any other circumstances beyond the medical plan, the Symphony shall obtain subsequent confirmation of such termination of coverage from the previous carrier. Such payment shall be non-taxable to the full extent permissible by law. This payment does not apply to musicians on unpaid leave from the Symphony.
 - 1. Subsequent to use of this provision, enrollment or re-enrollment in the New Jersey Symphony medical plan shall be subject to enrollment periods and conditions as set forth by the health plan. The Symphony shall advocate for the Musicians as strongly as possible in dealing with the health insurer.

13.2 Life Insurance and Accidental Death and Dismemberment Insurance

The Symphony shall provide thirty thousand dollar (\$30,000) term life insurance and Accidental Death and Dismemberment Insurance for all Musicians at the Symphony's expense. Newly hired (probationary) Musicians shall be eligible after sixty (60) days of service.

13.3 Workers' Compensation, Unemployment and Temporary Disability

Each Musician shall be covered by Workers' Compensation, New Jersey State Unemployment and Temporary Disability Insurance in accordance with the legally mandated payment terms for such coverage.

13.4 Instrument Insurance

- A. The Symphony agrees to make available a year-round instrument insurance plan for instruments used in the Symphony for all contracted Musicians. Both the Symphony and the Musicians shall participate in this plan. There shall be an Instrument Insurance Task Force that shall consist of up

to three (3) Musicians (elected by the Orchestra) and up to three (3) staff members selected by the Symphony. This Task Force shall meet annually in advance of the policy renewal to review the policy and coverage and shall make recommendations for modifications. If an agreement cannot be reached, the current policy shall continue as is until the next annual renewal.

- B. Participation by all contracted Musicians is mandatory. Only instruments used in performance by the New Jersey Symphony shall be covered by the Symphony at the Symphony's expense; however, additional instruments may be added at the discretion of the Symphony, with the total additional cost to be borne by the Musician.
- C. Musicians must provide identification and other information as required to fulfill obligations to the insurer. Instruments over five thousand dollars (\$5,000) in value must have independent written appraisals.
- D. The cost of the premium each year shall vary according to the claim experience of the previous year. This program shall be evaluated on an annual basis. The deductible shall be one hundred dollars (\$100) per claim.

13.5 Pension and Supplemental Retirement Plans

- A. The Symphony agrees to make a contribution to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each contracted Musician in the amount of eleven and ninety-nine one-hundredths percent (11.99%) of each contracted Musician's gross earnings.
- B. The Symphony agrees to make a contribution to the AFM-EPF for substitute and extra Musicians in the amount of eleven and three thousand nine hundred and five ten-thousandths percent (11.3905%) of each substitute or extra Musician's gross earnings.
- C. Pension contributions must be submitted on a monthly basis. The Symphony shall forward payments to the AFM-EPF, along with an AFM-EPF-approved remittance form, within fifteen (15) business days of the close of the month for which it is due. Copies of such remittance forms and checks shall be sent to the Chair of the Orchestra Committee and the Union. Individual Itemized Paycheck Information Sheets shall contain an itemization of amount paid to the pension fund on each Musician's behalf.
- D. The Symphony agrees to make pension contributions to the AFM-EPF on payments for media activity in accordance with the applicable national AFM media agreement. Pension payments on unused EMG distributions shall be made in accordance with Article 13.5A hereof.
- E. Contributions to employee Section 403(b) plans shall be made not later than fifteen (15) business days after the end of each month for which such contributions are due. If remittance occurs later than set forth herein, the Symphony shall include an additional payment of interest at the then-prevailing prime rate plus one percent (1%), computed from the end of the fifteen-(15)-business-day remittance period. Notification of remittance withheld for 403(b) plans shall be sent to the Orchestra Committee Chair within two (2) days after payments are mailed.

13.6 Flexible Spending Account

The Symphony shall maintain a flexible spending account program (Internal Revenue Code Section 125 plan), whereby Musicians may contribute on a pre-tax basis a portion of their salary to pay for medical and/or dependent care expenses that qualify for reimbursement in accordance with regulations under the Internal Revenue Code. The Symphony shall offer participating Musicians benefit debit cards to pay for covered flexible spending account expenses.

In accordance with Internal Revenue Code regulations, if contributions to these accounts exceed total eligible reimbursable expenses in the calendar year, the unspent balance must be forfeited to the Symphony.

13.7 Attendance

- A. A Musician shall be released from participating in AR1, AR2 or AR3 classical subscription sets or contract fee sets on a set-by-set basis. A Musician may be released from a maximum of three (3) AR1 classical subscription sets conducted by the Music Director per contract year as long as the total number of classical subscription sets conducted by the Music Director does not exceed eleven (11). In the event the Music Director conducts twelve to fifteen (12 to 15) classical subscription sets, the maximum allowable releases shall increase to four (4) classical subscription sets; and in the event the Music Director conducts sixteen (16) or more classical subscription sets, the maximum allowable releases shall increase to five (5) classical subscription sets. Musicians shall use their best efforts to give fourteen (14) days advance notice, but under no circumstances less than eight (8) days advance notice, before the first rehearsal of that set.

Requests for (a) personal service(s) must be submitted in writing to the Personnel Manager no later than seven (7) days in advance of the requested date, or three (3) days in advance of the first service of the week which contains the service to be missed, whichever is earlier. Use of personal services for AR1 or AR3 sets as defined in Article 13.11C.1, 13.11C.2 and 13.11C.3, allow a Musician an isolated absence from one (1) non-dress rehearsal per set. A Musician must commit to attend a minimum of fifty percent (50%) of all rehearsals and fifty percent (50%) of all performances for use of personal services for AR1 or AR3 sets as defined in Article 13.11C.8 or for use of personal services for AR2 sets in each set when there are even numbers of rehearsals or performances. In the case when there are odd number(s) of rehearsals or performances in a set, the Musician must commit to attend at least the majority of the rehearsals and performances.

- B. All work other than classical subscription series and contract fee work is optional, including the summer season. If a Musician elects to perform a set, then he/she must commit to attend a minimum of fifty percent (50%) of all rehearsals and fifty percent (50%) of all performances in each set when there are even numbers of rehearsals or performances. In the case when there are odd number(s) of rehearsals or performances in a set, the Musician must commit to attend at least the majority of the rehearsals and performances. Musicians shall use their best efforts to give fourteen (14) days advance notice, but under no circumstances less than eight (8) days advance notice, before the first service of the week which contains the service to be missed.

For an AR4 set, Musicians may give less than eight (8) days notice but no less than three (3) days notice before the first service of the week which contains the service to be missed with the following caps per sections defined in Article 9.4B: two (2) per violin section, one (1) per viola section, one (1) per cello section, one (1) per bass section, one (1) per the entire woodwind section, one (1) per the entire brass/timpani/percussion/harp section will be allowed within the three (3) to eight (8) day notice per set. Permission shall be granted on a first-come, first-served basis. In the event two (2) requests for the same service are received simultaneously, the Musician with the greater seniority shall be given preference.

	AR1 Classical Subscription conducted by Music Director or designated guest conductor	AR2 Other Classical Subscription	AR3 Media and Special Sets	AR4 Educational, Pops, Other non- subscription series
Number of rehearsals	May miss 1 non-dress; unless using 13.11C.8 and then must attend 50%	Must attend 50%	Must do all	Must attend 50%
Number of concerts	Must do all; unless using 13.11C.8 and then must attend 50%	Must attend 50%	Must do all	Must attend 50%
Miss set allowed	Yes	Yes	Yes	Yes
Missed set notice	14 days BE, 8 days min.	14 days BE, 8 days min.	14 days BE, 8 days min.	14 days BE, 3-8 days min. with caps*
Absence notice				14 days BE, 3-8 days in each week min. with caps*
Non-Personal days	N/A	N/A	N/A	N/A
Personal Days	Yes	Yes	0	N/A
Personal Days notice	7 days before date or 3 days before first service in each week, whichever is earlier		N/A	N/A

- C. Musicians must attend at least seventy percent (70%) of all winter season services as guaranteed to them in Article 3.3 hereof (Length of Winter Season). This is reduced to fifty percent (50%) for the duration of the Agreement.
- D. In all circumstances, the following shall apply:
1. All absences from guaranteed services shall be applied toward fulfilling the total number of services guaranteed.
 2. In no case shall a contracted Musician play only rehearsals and no performances.
 3. Musicians may ask or be asked to play only performances at the discretion of the Music Director, in consultation with the Personnel Manager.
 4. Additional excused absences may be granted by the Symphony, provided the Musician has made such request at least three weeks in advance.
 5. Musicians shall not be required to attend any service without pay.
- E. Special Sets: A series of services may be designated as a Special Set following consultation between the Symphony and the Orchestra Committee. If a Musician elects to perform in a Special Set, then he/she must perform all services in that set.

13.8 Leaves

- A. A leave of absence shall, upon proper request, be granted for one season (September 1-August 31), and for any Musician there must be a minimum of three (3) complete seasons between such leaves. Requests for such leave must be submitted to the Personnel Manager no later than August 1 of the season preceding the leave. Musicians who have five (5) years' continuous service, or are awaiting tenure in a position earned through audition in another orchestra shall, upon proper request, be granted a second consecutive year of leave. Such request must be submitted in writing to the Personnel Manager no later than May 1 of the first season of leave. A Musician on leave shall use his/her best efforts to notify the Symphony no later than May 1 of the season in which he/she is on leave of his/her intention to return. Failure to notify the Symphony later than August 1 may result in an automatic non-renewal of his/her contract, provided the Symphony has, by July 15th, notified the Orchestra Committee verbally and in writing that the Musician has not yet notified the Symphony of their intention to return.

In the event that a Musician requests to take a leave mid-season after winning and accepting a position in another orchestra, leave will be granted upon notification to the Personnel Manager thirty (30) days in advance. Such leave shall be counted as a full year leave.

- B. Musicians may apply for extended leave of absence for extenuating circumstances such as but not limited to military service by the Musician; pregnancy; serious illness, injury, or death in the Musician's immediate family; election or appointment as a union officer; and any other reason acceptable to the Symphony.
- C. Jury Duty: Leaves for jury duty shall be granted and a Musician shall be compensated for jury duty in the amount of the difference between the pay he/she receives for jury duty and the amount earned if he/she would have played during that period.

13.9 Sick Leave

Every contracted Musician covered under this Agreement shall be entitled to a total of eighteen (18) services of sick leave per contract year. Sick leave may be used in the event of personal illness or serious illness of an immediate family member or domestic partner requiring the Musician's care. Sick leave services may be applied to regular and CP services as needed. Absences mandated by official Symphony Health and Safety policies shall be first counted against a Musician's sick services carried over from past seasons under Article 13.9.D.2. Once a Musician's banked sick services have been exhausted, such absences shall be counted against current season sick services.

- A. The Symphony reserves the right to request that the absent Musician present a doctor's certification of illness.
- B. Proven abuses of the sick leave program shall be cause for disciplinary action.
- C. The Symphony waives the terms of the Newark paid sick leave ordinance.
- D. In the event a Musician has exhausted his/her annual sick leave and is restricted from performing in any professional engagement because of: a.) a life-threatening illness (cancer, heart surgery, etc.); b.) a physical condition that renders the Musician unable to perform or that performance could cause permanent injury; or c.) a non-life-threatening medical condition that is expected to last for a period of longer than seven (7) consecutive days, the following procedure shall be followed:
 1. The Musician shall inform the Symphony of his/her condition and indicate the expected time frame for a return to active employment;

2. The Symphony shall pay unused sick leave, which each Musician has accumulated and carried over from year to year to the extent unused, up to a maximum of one hundred thirty (130) services. In the event a Musician has exhausted his/her accumulated sick leave, he/she may use up to an additional seventy-five (75) unused sick leave services donated to him/her, in writing, by other Musicians. The donating Musicians' accumulated sick leave services shall be reduced by the number of services they donate.
3. At the end of each season, the Symphony shall prepare and distribute to each Musician a record of his/her accumulation and utilization of sick leave. The Orchestra Committee shall be given a copy of this record to make any needed corrections within a reasonable time thereafter.

E. Family Leave

1. Musicians are entitled to Family Leave in accordance with NJ and Federal law.
2. Health benefits shall be continued throughout the twelve-(12)-week leave. The Musician may elect to use unused sick leave from the current contract year for a portion of the leave. Attendance requirements shall be modified on a pro rata basis for the portion of the winter season that does not include the family leave.

Eligible Musicians must provide reasonable prior notice, where practicable, to the Symphony when requesting a Family Leave. The Symphony has the right to request that a Musician provide medical certification issued by a health care provider or adoption official in order to ensure that the employee meets the eligibility requirements. The certification must be provided within fifteen (15) days after the leave is requested. Leave will not be granted unless medical certification is provided. Medical certification shall indicate the conditions and limitations of the medical condition, as well as the expected duration of the medical condition/disability. If the duration is not specified, return to work may be permitted only with written medical verification by a physician of the Musician's ability to return to work and to safely perform his/her normal duties. When a Musician has been on family leave due to the medical condition of a family member, the Symphony will consult with the Musician no later than five (5) days before the Musician's requested return date as to the status of the leave and the previously requested return date.

- F. If a Musician is medically disabled for a period of longer than seven (7) days, the Musician shall immediately apply for temporary disability benefits. The Symphony shall provide the necessary claim form to the Musician. Written procedures and assistance will be provided to the Musician during the temporary disability process.

The Musician's normal compensation in any calendar week while on sick leave, during which the Musician is also receiving disability compensation, shall be reduced by the amount received from disability for that calendar week, with the intent to maintain the Musician's compensation at a level consistent with active performance. The Musician agrees to provide the Symphony with notification of disability payment and the amount of that compensation within seven (7) days of receipt of the first payment or notification of the amount of weekly compensation from the temporary disability insurance.

G. Long-Term Disability:

1. The Symphony shall maintain a Long-Term Disability Insurance plan which provides benefits to be payable after one hundred eighty (180) days of disability at sixty percent (60%) of earnings, with maximum monthly benefit of seven thousand dollars (\$7,000). The benefit payable shall increase in accordance with the cost of living up to a maximum three percent (3%) per year. The plan shall provide for five (5) years of coverage for disability based on "own occupation" and loss of Symphony-provided income, except in the case of a Musician disabled over the Social Security Normal Retirement Age in which case the benefit period may be shortened in accordance with the plan's provisions and the federal Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act (OWBPA). The premium for this insurance shall be added to each contracted Musician's wages and withheld for payment by the Symphony so that each Musician shall be deemed to have paid the premium. Newly hired Musicians and a Musician returning after a leave of absence which exceeded twelve (12) months shall be eligible for such Symphony-paid coverage after the underwriter's required waiting period, if any. Said waiting period shall not exceed sixty (60) days.
2. With a medical certification, leave for a Musician's medical/disability condition may be extended up to a total of a thirty-six (36) months medical/disability period. The Symphony will provide full health insurance benefits for the medical/disability period, unless the Musician qualifies for Medicare during the period; then the Symphony will reimburse the Musician for the cost to obtain this coverage for the period. If the Musician's treating physician(s) is not covered under Medicare, the Musician may remain on the Symphony's plan during the medical/disability period.
3. After one (1) year of continuous absence, a Musician must obtain a medical certificate stating that there is a possibility of his or her returning to work and safely able to perform his or her normal duties within the next twenty-four (24) months. If the above certificate is not issued, the Musician will be deemed to be requesting indefinite leave and the Musician may be terminated. The Symphony may require recertification each six (6) months thereafter, stating there is reasonable probability that the Musician will be able to return to work and safely perform his or her normal duties within the medical/disability period. If the Musician fails to return to work after thirty-six (36) months of continuous absence, he or she may be terminated.

The Symphony may require the Musician to be examined by a physician specializing in the area of the Musician's disability, at the Symphony's expense, to verify the need for a medical/disability leave, or to verify that the Musician is able to return to work and safely perform his/her normal duties. In the event of a disagreement, a tiebreaker physician will be jointly selected by the Symphony and the Musician (at the Symphony's expense).

- H. Bereavement Leave: A Musician may apply up to five (5) days bereavement leave against any unused sick leave remaining during the contract year. A Musician may request additional bereavement days on a case-by-case basis for religious reasons.

I. Sick leave for non-contracted substitute or extra Musicians:

Waiting period: After working forty-three (43) services, non-contracted substitute or extra Musicians shall receive one (1) service of paid sick leave for every thirty (30) services actually worked per contract year.

The waiting period shall be waived for non-contracted substitute or extra Musicians who have performed at least thirty (30) percent of all services in each of two (2) consecutive seasons.

Unused sick leave shall be accrued and carried over from year to year to the extent unused, up to a maximum of six (6) services.

Sick leave may be used in the event of personal illness or serious illness of an immediate family member or domestic partner requiring the Musician's care.

1. The Symphony reserves the right to request that the absent Musician present a doctor's certification of illness.
2. Proven abuse of the sick leave program shall be cause for disciplinary action.
3. The Symphony waives the terms of the Newark paid sick leave ordinance.

13.10 Light Duty Reinstatement

Musicians, who have been out of work for longer than two (2) months, either on sick leave or long-term disability, shall be granted light duty reinstatement as a way of transitioning from injury or illness to full duty. Said reinstatement must be based upon and accompanied by a written recommendation from the treating physician, an affirmation that the Musician is physically capable of returning to work on a reduced workload basis, a recommendation of the maximum number of hours that the Musician should be assigned as well as any other necessary activity limitations, and a prognosis as to how long the light duty should last. In such case, the Musician shall be reinstated on mutually agreeable terms, including the level of compensation, and a schedule of follow-up communications from the treating physician indicating whether or not, and to what extent the workload can be increased until full-time duty is achieved. The Symphony shall discuss all ramifications of any light duty reinstatement on short or long term disability payments with the Musician.

13.11 Other Unpaid Leave

- A. A contracted Musician may be excused to take auditions up to three (3) times per season, provided he/she notifies the Symphony fourteen (14) days in advance, with the understanding that, if necessary due to advancement at a given audition, the Musician may extend the leave to the conclusion of the audition process.
- B. Two (2) members of the Orchestra shall be granted an unpaid leave of absence to attend the ICSOM Conference and the AFM Convention.
- C. Every contracted Musician shall be entitled to a total of eight (8) unpaid personal services per contract year. Personal services may be used for isolated absences from classical subscription series subject to the following limitations, including meeting the minimum requirements outlined in the chart in Article 13.7B:
 1. Within a subscription set conducted by the Music Director, it is only possible to use a personal service for an isolated absence from one (1) non-dress rehearsal per set.
 2. If the Music Director conducts fewer than twelve (12) subscription sets in a season, the Symphony may designate additional sets in that season in which it is only possible to use a personal service for an isolated absence from one (1) non-dress rehearsal per set so that the total number of Music Director-conducted and additionally-designated sets equals twelve (12). The Symphony shall notify the Musicians as to which subscription sets are so designated not later than May 15th of the preceding season.

3. Personal services are not available to be used within any series that includes electronic media activity.
4. Up to five (5) personal services may be used as personal privilege services, which may be used for absences from any service including dress rehearsals and concerts otherwise unavailable under the guidelines of Article 13.11C1-3 and 13.7A hereof. Personal privilege services shall be used at the Musician's discretion only for a momentous event (i.e. graduation, wedding, religious or other milestone in the life of a family member or domestic partner).
5. Requests for (a) personal service(s) must be submitted in writing to the Personnel Manager no later than seven (7) days in advance of the requested date, or three (3) days in advance of the first service of the week which contains the service to be missed, whichever is earlier.
6. Requests for (a) personal privilege service(s) must be submitted in writing to the Personnel Manager not later than fourteen (14) days in advance of the requested date, unless the exact date of the momentous event, due to its nature, is not known earlier than fourteen (14) days, in which case notice shall be submitted not less than seven (7) days in advance of the requested date, or three (3) days in advance of the first rehearsal of that set, whichever is earlier.
7. No more than three (3) Musicians per violin section, two (2) Musicians per other string section and one (1) Musician per non-string instrument may take the same service as a personal service. Permission shall be granted on a first-come, first-served basis. In the event two (2) requests for the same service are received simultaneously, the Musician with the greater seniority shall be given preference.

Sections of the orchestra shall be defined as the following:

- a. Violins
 - b. Violas
 - c. Celli
 - d. Basses
 - e. Woodwinds
 - f. Brass/Timpani/Percussion/Harp
8. For non-Principals, up to four (4) personal services may be used for absences from any service including dress rehearsals and concerts otherwise unavailable under the guidelines of Article 13.11C.1, 13.11C.2 and 13.11C.7 hereof.
- D. Musicians shall be granted an unpaid leave for the lock-in period of a Broadway show, provided that proof of employment is tendered thirty (30) days in advance. Further, the Musician shall pay the full cost of his/her health insurance premium for the period of the leave. The Symphony services during such leave shall be excluded from the calculation in 13.1F (Health Insurance).

13.12 Tax Free Transportation Plan

The Symphony shall maintain a pre-tax transportation plan, Internal Revenue Code Section 132(f), whereby Musicians may pay for workplace commuting and parking expenses on a pre-tax basis. The Symphony shall offer

Musicians the opportunity to sign up for and purchase Transit Cheks through the payroll deduction system. Transit Cheks deductions will be made in the first payroll of each month and issued no later than the tenth (10th) day following.

ARTICLE 14. ELECTRONIC MEDIA

14.1 General Application

Except as otherwise explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of the service in any manner or by any means whatsoever, by the Symphony, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office. All media activity shall be conducted in accordance with applicable AFM media agreements, including the Integrated Media Agreement (IMA).

The Symphony shall supply the Union and Orchestra Committee by September 15 of each year with an accounting of all Media activity from the previous contract year, including under which AFM agreement and article the activity falls, and payments or EMG credits to Musicians thereof.

14.2 Improper Usage

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

14.3 Archival Taping

Upon advance notice to the Orchestra, the Symphony or its designate may make audio archival tape recordings of any rehearsal or performance with no additional payment to the Musicians. In the event archival tape recordings are made, said tapes shall remain the joint property of the Symphony and Union. The Symphony may permit duplication of any archival tape recording only for the purposes of providing a copy of such archival tape recording to a conductor or guest artist for non-commercial use, upon receipt of a signed use agreement attached as Appendix C, or to obtain approval for possible broadcast or for purposes of safekeeping of a duplicate master in an off-site location. Archival tape recordings shall be available during normal business hours at the Symphony's office for Music Director and members of the orchestra or other authorized personnel to review. Archival tape recordings shall not ever be used as evidence in any disciplinary demotion, reseating or dismissal proceeding.

14.4 Radio Broadcasts

Upon advance notice to the Orchestra, the Symphony may release copies of any archival tape recording for broadcast over radio networks.

- A. Fees and conditions for broadcasts with distribution in the United States and Canada, shall be as follows:

All Musicians shall be paid in accordance with the IMA for each performance broadcast. This fee shall apply regardless of the number of plays within a three-(3)-year period from the date of the first broadcast, duration or form of sponsorship and shall include simultaneous and fourteen (14) day archive Internet streaming as well as satellite radio.

- B. All radio tapes paid for in accordance with Article 14.4A hereof may be used for intermission features at no additional payment.

14.5 News or Promotional Uses

The provisions of the IMA shall govern the use of material captured electronically for all news or promotional uses.

14.6 Commercial Recordings

The Symphony may schedule studio recording sessions or location recording sessions under the guidelines of the American Federation of Musicians Sound Labor Recording Agreement or, with the consent of the Orchestra, under the Limited Pressing Agreement. A recording session is understood to be a service held for the specific purpose of recording for reproduction in any electronic medium.

14.7 Fund-Raising Recording

The provisions of the IMA shall govern the use of material captured electronically for all fundraising activities.

14.8 Audio/Video Projection

The Symphony may project audio and/or video images of the orchestra to the audience in attendance at a performance or to remote sites within the venue including, but not limited to, lobby spaces.

14.9 Application Tapes

Any archival tape recordings may be copied as required from time to time to furnish to funding sources, such as the National Endowment for the Arts, the New Jersey State Council on the Arts, and other foundations, at no additional payment to the Musicians.

14.10 Study Tapes

Musicians of the Orchestra shall be permitted to record rehearsals using personal battery-powered recording devices. Prior to making any such recording, a Musician shall present a completed Musician Study Tape form, available from the Symphony, to the Personnel Manager. The Personnel Manager shall insure that there is no objection from a guest conductor or soloist to the recording of the rehearsal. Once a form has been received and approved by the Personnel Manager, a notice that the rehearsal is being recorded for study purposes shall be posted on the Orchestra Board. The Symphony shall make its best efforts to gain approval from the Management of all halls.

ARTICLE 15. COMMITTEES OF THE ORCHESTRA

15.1 Orchestra Committee

There shall be an Orchestra Committee elected pursuant to rules established by the orchestra Musicians and librarians consistent with the Constitution and By-laws of Local 16-248 and the AFM. The Symphony will be informed of changes in the makeup of the Orchestra Committee as they occur.

15.2 Artistic Advisory Committee

There shall be an Artistic Advisory Committee established which shall concern itself with artistic matters. The Artistic Advisory Committee shall consist of five (5) players. The term of office for elected Artistic Advisory Committee members shall be two (2) years with overlapping terms in order to assure maximum continuity. In alternating years, two (2) and three (3) Musicians on the Artistic Advisory Committee shall be elected, plus two (2) alternates, as soon as possible after the beginning of each winter season. This Committee shall meet periodically with the Music Director, his/her representative, or the Symphony to discuss and advise with respect to matters of general artistic concern, including, without limitations, auditions, scheduling, programming, rotations, and repertoire. Such meetings must be preceded by a

written agenda presented by the Music Director or Symphony to the Committee Chair, or by the Chair of the Committee to the Music Director or Symphony.

15.3 Review Committee

The Committee shall be chosen by Musicians of the Orchestra and shall be made up of eleven (11) tenured members of the orchestra and three (3) alternates selected in the order of votes received. Prior to December 1, the Orchestra shall elect the Committee by secret ballot which shall be held at the Union uncounted until such time as it is necessary to announce a meeting of the Review Committee in accordance with Article 10 hereof. In the event an elected Musician does not desire to serve on the Committee, or in the event the proceedings affect a member of the committee or his/her family member or domestic partner, an alternate shall serve as a replacement.

15.4 String Reseating Review Committee

The Committee shall consist of the Music Director, Concertmaster, two (2) tenured Musicians elected by the Orchestra, and one other Orchestra member agreeable to the Symphony and Orchestra. The mutually agreeable member shall be chosen by a system of each side submitting five (5) names and then alternately striking names until a person is agreed upon or one (1) name remains, which shall be the fifth (5th) member of this Committee.

15.5 Tour Committee

As soon as possible after the commencement of each season, the Musicians of the Orchestra shall elect a Tour Committee consisting of two (2) Musicians acceptable to both the Union and the Symphony. This Committee shall act in an advisory capacity to the Symphony with respect to travel and tour arrangements.

15.6 Strategic Advisory Committee

The Committee will consist of twelve (12) to fifteen (15) participating members plus facilitator(s) – a minimum of two (2) and a maximum of five (5) Trustees, five (5) Musicians, four (4) Staff representatives and the President & CEO.

The method of electing members from each constituency will be determined as follows:

Trustee representatives will be selected by the Board Co-chairs

Musician representatives will be elected by the Orchestra

Staff representatives and facilitator(s) will be selected by the President & CEO

Committee members are appointed to serve for a term of three (3) years, with two (2) representatives from each constituency appointed to a two-(2)-year term. In the event that there are only two (2) Board representatives on the Committee, one (1) will be appointed to a two-(2)-year term. It is expected that Committee members should make every effort to attend meetings regularly.

Vacancies on the Committee for any reason will be filled in the same manner that the position was originally filled.

15.7 Education Task Force

An Education Task Force shall be established which shall have the authority to make policies and determinations regarding all non-CP education matters. The Education Task Force shall provide input to that program's Artistic Director as s/he determines and communicates clearly defined standards of excellence for teaching/coaching/leading education programs. Any Musician participating in any non-CP education program shall first address any concerns regarding non-CP education matters with the Education Task Force before initiating the Grievance Procedure (Article 11).

The Education Task Force shall consist of three (3) Musicians selected by the Orchestra and three (3) staff members selected by the Symphony. The Musicians, plus two (2) alternates shall be elected as soon as possible after the beginning of each winter season. The Education Task Force shall elect two (2) of its six (6) members (one Musician and one staff) as co-chairs. The Education Task Force shall monitor the program during the term of this contract and shall establish guidelines for its future operation. The Education Task Force shall conduct a formal annual review of non-CP education programs and shall make formal recommendations to the Symphony and the Orchestra Committee as to whether the programs should be continued unchanged or whether they should be altered.

15.8 Safety Task Force

On the Safety Task Force or other committees or task forces setting safety policy for musicians, the Orchestra Committee may appoint Musician representation up to one-third of the total committee or task force size.

ARTICLE 16. NON-DISCRIMINATION

16.1 General

There shall be no discrimination against any applicant for membership in the Orchestra or against any Musician or librarian on the basis of race, color, creed, religion, sex, sexual orientation, age, national origin or physical handicap.

16.2 Union Activity

There shall be no discrimination or reprisal by the Symphony against any Musician or librarian for any Union activity.

16.3 Audience

The Symphony shall not require or permit the Orchestra to perform before a segregated audience.

16.4 Committee Participation

The Symphony guarantees that no Musician shall be discriminated against by the Symphony for his/her activities on any committee referred to in this Agreement.

ARTICLE 17. MISCELLANEOUS

17.1 Directors' Liability Limitation

In accordance with State and Federal law, the Directors of the New Jersey Symphony shall have no personal liability in the event of the financial inability of the New Jersey Symphony to meet the terms of this Agreement.

17.2 Budget Review

The Symphony shall make available to the Orchestra Committee the proposed budget for each season. No budget inconsistent with the terms of this Agreement shall be presented to the Board or any of its committees.

17.3 Escrow Deposit

Escrow monies for Musicians' salaries are to be deposited prior to the beginning of the season. The sum deposited shall be in the amount to cover Musicians' salaries for the first set of concerts. The Symphony guarantees to maintain sufficient funds to cover Musicians' salaries throughout the season.

17.4 Extra Services

The Symphony agrees to inform the Union of any extra services that are over and above the guaranteed services.

17.5 Non-acoustic Instruments

Unless specifically called for in the original score of a composition, no synthesizer or other non-acoustic instrument(s) may be used at any service of the New Jersey Symphony, unless by prior agreement between the Orchestra Committee and the Symphony. Additionally, no tape-recorded music shall replace (a) live Musician(s) at any service of the New Jersey Symphony.

17.6 Instrumentation and Instrument Substitution

Unless specifically agreed among the Symphony, the Artistic Advisory Chair, the Orchestra Committee Chair, and the principal player(s) of the affected section(s), in consultation with the library, complete instrumentation of all compositions performed by the New Jersey Symphony shall be used in classical subscription series; for all other programs, the same parties shall arrive at a solution by consensus before less than complete instrumentation is used.

The Symphony may not substitute one (1) orchestral instrument for another required by the original score of a composition, but which has not been engaged, unless by prior agreement among the parties mentioned hereof, or in the event of an emergency situation.

17.7 Distribution of Agreement

Within thirty (30) days after the execution by the Union and the Symphony of the renewal Master Agreement, Musicians and librarian(s) shall be provided with a copy of this Master Agreement. Thereafter, all new Musicians and librarian(s) under consideration for hire shall be provided with a copy at least forty-eight (48) hours before the execution of his/her personal service contract.

17.8 Complimentary Tickets

Whenever complimentary tickets are available to Musicians, they shall also be available to those Musicians who have resigned or retired from service to the Symphony.

ARTICLE 18. MANAGEMENT RIGHTS AND RESPONSIBILITIES

18.1 Business and Artistic Management

The Symphony, acting by and through its Chief Executive Officer and Music Director, reserves all rights to manage all business and artistic affairs of the Orchestra, provided such management shall not be inconsistent with the provisions of this Agreement.

18.2 Financial Emergency – Reopening of Negotiations

- A. If the Board of Trustees of the Symphony believes that a financial emergency exists such that the Symphony cannot continue operations:

Step 1 – The Board of Trustees of the Symphony shall pass a resolution declaring that opinion, then immediately, and after consultation with the Union together with the Orchestra Committee, engage the services of an independent accountant agreeable to both parties as a consultant to verify the emergency situation.

Step 2 – If the consultant agrees with the opinion stated in the Board’s resolution, the Symphony and the Musicians’ representatives shall engage in private negotiations for a period of a maximum of thirty (30) days.

Step 3 – If the initial period of negotiations does not result in an agreement, the parties shall engage a fact-finding and mediation team consisting of one (1) nominee from the League of American Orchestras (League), one nominee from the American Federation of Musicians (AFM) and a third team member selected jointly by the League and AFM team members. The team shall assist the parties for a period of a maximum of thirty (30) days.

Step 4 – If the parties do not achieve an agreement during the thirty-(30)-day mediation and fact-finding period, the team shall provide to both parties its recommendation for a mediated contract settlement. The team’s recommendation shall be presented to the Musicians and to the Symphony’s Board of Trustees for ratification votes.

Step 5 – If ratification by both parties is not achieved, the existing Agreement shall remain in effect, and the Symphony may take such action as it deems necessary to protect its interests, including seeking protection under the bankruptcy laws of the United States.

All parties agree to make their best good faith efforts to complete the above steps in a maximum of forty-five (45) days.

- B. Transfer of Assets: It is the intention of the Symphony to continue and to increase, in its discretion and as its finances permit, the scope of its activities as a symphony orchestra as contemplated by the structure of this Agreement. However, if after the operation of Article 18.2A hereof, the Board of Trustees, by resolution duly adopted, determines that it shall dissolve the New Jersey Symphony, then to the extent permitted by law, the Symphony shall turn over and/or cause to be turned over all assets of the Symphony and all endowments and related funds to an organization established (or in the legitimate process of establishment) under Section 501(c)(3) of the U.S. Internal Revenue Code, the purpose of which shall be to effectuate the preservation or restoration of the Orchestra.

Such transfer of assets shall be subject to the approval of the Union, the members of the Orchestra as well as the Board of Trustees of the New Jersey Symphony; the Board of Trustees shall be advised jointly by the CEO of the League of American Orchestras and the Chair of the International Conference of Symphony and Opera Musicians, or if either is absolutely unable to serve, the designee of either person as approved by the other.


NJ Symphony Master Agreement 2022-27

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, at Newark, New Jersey.

New Jersey Symphony

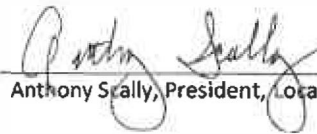

Ann D. Borowiec, Co-Chair

3/22/23
Date


Robert C. Garrett, Co-Chair

3-22-23
Date

Northern New Jersey Musicians' Guild,
Local 16-248, American Federation of Musicians


Anthony Scally, President, Local 16-248 AFM

3/5/2023
Date

New Jersey Symphony
Orchestra Committee


Martin Andersen, chair
Alexander Bickard
Greg LaRosa
Alexandra Neglia
David Southorn

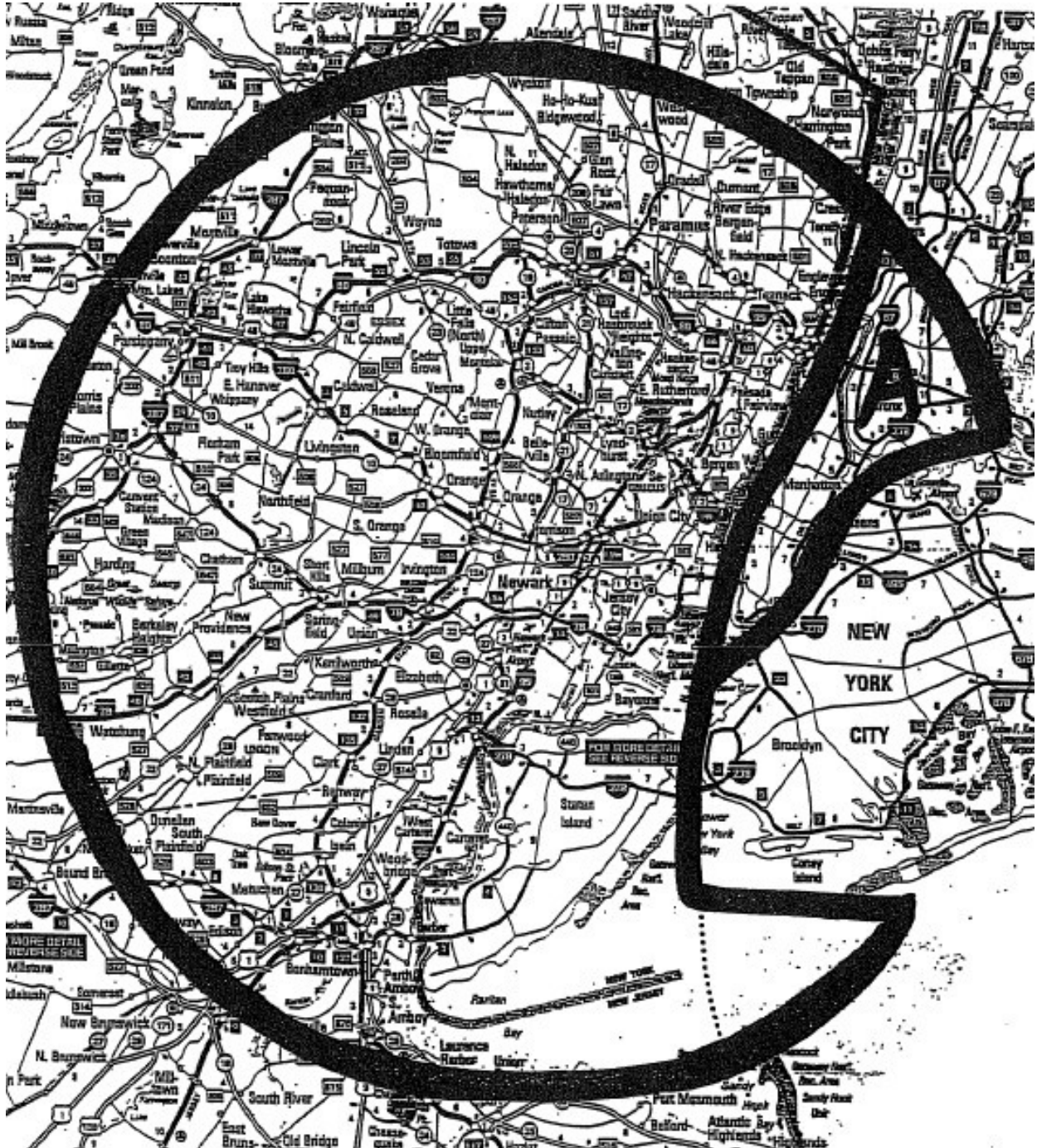
03.03.2023
Date

APPENDIX A
SCORE ORDER INSTRUMENT LIST

Each of the following shall be considered a separate instrument and two (2) or more of the following shall constitute doubling:

piccolo	piccolo trumpet (in high G, A, Bb, C)
flute	
alto flute	trumpet
oboe	rotary valve trumpet (to be considered as a separate instrument only if requested by conductor)
oboe d'amore	cornet
English horn	Flugelhorn
clarinet	trombone
E-flat clarinet	alto trombone
bass clarinet	bass trombone
basset horn	contra-bass trombone
bassoon	bass trumpet
contrabassoon	baritone
soprano saxophone	tuba
alto saxophone	timpani
tenor saxophone	percussion
C melody saxophone	harp
baritone saxophone	piano (may include celesta)
bass saxophone	harpsichord
horn	organ
Wagner tuba	violin
	viola
	viola d'amore
	violoncello
	double bass
	electric bass

APPENDIX B
MAP



APPENDIX C
ARCHIVAL RECORDING RELEASE AND AGREEMENT FORM

New Jersey Symphony Orchestra
60 Park Place, 9th Floor
Newark, NJ 07102

Date:

Re: Archival Recording Release and Agreement Form

To whom it may concern:

This letter shall serve as my understanding and agreement that this recording by the New Jersey Symphony Orchestra on _____ (concert date) at _____ (concert time) shall be for my personal, archival reference use only. The specific work(s) performed is (are):

(composer and title)

It is further understood and agreed that this recording shall not be duplicated, reproduced, transmitted or broadcast in any manner or by any means whatsoever. Furthermore, the recording shall not be circulated to third parties who have not agreed in writing to all the terms and conditions of this letter with signed confirmation by an authorized representative of the New Jersey Symphony Orchestra.

In the absence of a specific written agreement between myself and the American Federation of Musicians (A.F. of M.) relating to and permitting such duplication, reproduction, transmission or broadcast, I hereby agree to pay two hundred percent (200%) of the applicable prevailing wages and allied fringe benefits outlined therein for any unauthorized use. I acknowledge my receipt of this archival recording by signing this document.

Sincerely yours,

(Signature)

Print Name & Address:

By: New Jersey Symphony Orchestra

APPENDIX D
CHRONOLOGICAL ACTION DATES

- | | |
|-------------|---|
| September 1 | <ul style="list-style-type: none">• Beginning of contract year and winter season• New EMG rate takes effect• Tentative schedules for Winter Season issued• Deadline for a Musician to opt into CP program• Notification to Musicians of number of CP services |
| October 1 | <ul style="list-style-type: none">• Deadline for a Musician to opt into CP program |
| November 30 | <ul style="list-style-type: none">• Deadline for meeting between Music Director and Musician concerning intent to non-renew contract• Deadline for election of Review Committee |
| December 1 | <ul style="list-style-type: none">• Preliminary notice of non-renewal of non-tenured Musicians |
| February 1 | <ul style="list-style-type: none">• Personal Service Contracts/Letters of Intent mailed• Final notice of non-renewal for tenured and non-tenured Musicians |
| April 1 | <ul style="list-style-type: none">• Tentative summer schedule issued |
| May 1 | <ul style="list-style-type: none">• Deadline to request second consecutive year of leave• Deadline to notify Symphony of intent to return from a leave of absence |
| May 15 | <ul style="list-style-type: none">• Tentative schedule for next season issued• Firm summer schedule issued• Notification to Musicians of designated classical subscription series with AR1 rules |
| June 15 | <ul style="list-style-type: none">• Winter Season ends |
| June 16 | <ul style="list-style-type: none">• Summer Season begins |
| August 1 | <ul style="list-style-type: none">• Deadline for election of At-Large Musician Board members• Deadline for Symphony to solicit participation in CP program• Deadline to request leave of absence for following season |
| August 31 | <ul style="list-style-type: none">• Summer Season ends• End of contract year |