

THE FLAGSTAFF SYMPHONY ASSOCIATION

SERVICE AND CONTRACT TERMS FOR FLAGSTAFF SYMPHONY ORCHESTRA MUSICIANS

REVISED OCTOBER 27, 2009

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The Flagstaff Symphony Association offers exemplary musical programs that expand and respond to the cultural interests of Northern Arizona. To this end, the Flagstaff Symphony Association (“Association”) employs the Flagstaff Symphony Orchestra Musicians (“Musicians”) on a part time basis. Musicians shall abide by this policy; the Association Executive Director shall administer it.

To accomplish the musical goals of the organization, all parties shall maintain a spirit of collegiality and collaboration in their interactions.

1.0. ORCHESTRA

The orchestra shall maintain the highest standards of professionalism.

1.1. Music

1.1.1. Preparedness. Musicians shall arrive at the first rehearsal with knowledge of the pieces to be performed through prior practice of notes, rhythms, and styles, augmented if needed by study of recordings and background material.

1.1.2. Promptness. Musicians shall be seated with instruments ready to play at the scheduled start time of each service.

1.2. Protocol

1.2.1. Lines of Communication. The Artistic Director has final say in all artistic matters. Professional protocol asks that Musicians support their immediate leaders (section players their Principals, Principals the Concertmaster, the Concertmaster the Artistic Director) and communicate questions and comments through them.

1.2.2. Conduct. Musicians should maintain high standards for artistic excellence at the level expected of a member of a professional orchestra, treat all colleagues in a civil and respectful manner, and maintain a professional and collegial demeanor during all services.

1.2.3. Appearance. Musicians represent the Association during all services. At all concert performances, Musicians shall wear appropriate, code aligned clothing. At rehearsals and additional services scheduled by the Association, Musicians shall maintain a reasonable standard of attire and stage presence.

2.0. ROLES AND RESPONSIBILITIES

2.1. Artistic Director. The Association assigns ultimate responsibility and authority for the artistic quality of the orchestra to the Artistic Director.

2.2. Executive Director. The Executive Director is the administrative head of the organization and shall ensure the conditions of this policy are met, particularly logistical and contractual matters.

2.3. Orchestra Committee

2.3.1. The Orchestra Committee is the voice of the Musicians in the orchestra and is an important tool to establish communication with the Artistic Director, Executive Director, and Board of Directors ("Board"). It can present ideas for the artistic improvement of the orchestra or for the procedures and practices established for its operation. It can also present concerns and issues that arise.

2.3.2. The Orchestra Committee shall bring Musicians' ideas or concerns to the appropriate individual(s). Concerns about the Executive Director or Artistic Director shall be brought to the Executive Committee of the Board. Ideas to improve artistic performance of the orchestra and concerns about performance of Musicians or other artistic concerns shall be brought to the Artistic Director. Ideas for improvement of or concerns about the operations of the Association shall be brought to the Executive Director.

2.3.3. The Orchestra shall elect five members for this committee. Four are to be members of the orchestra who shall serve three-year, staggered terms and one is a student representative who shall serve a one-year term.

2.3.4. The Orchestra Committee shall elect a chairperson to facilitate meetings and to be a voting member of the Board.

2.4. Personnel Manager

2.4.1. The Personnel Manager represents the Association to the Musicians.

2.4.2. The Personnel Manager must be present at all services and shall oversee stage setup and site conditions, assist guest conductors when needed, confirm orchestra schedules, announce schedule changes, and maintain attendance records.

2.4.3. The Personnel Manager shall announce to Musicians a five minute call time prior to return from break at rehearsals and, once venue staff have indicated their readiness to proceed, prior to performance starting times.

2.4.4. The Personnel Manager shall hire extra players only with the approval of the Artistic Director and section Principal.

3.0. TERMS OF CONTRACT

3.1. Contracts shall be for a term of one subscription season plus additional concerts scheduled by the Association. Contracts shall specify player status and any conditional terms of membership. A musician without a service contract shall not be engaged when a Musician under a service contract is available and qualified for a position or vacancy.

3.2. A non-student Musician who has successfully completed a full season shall not be required to audition for the next season. Non-student Musicians who have completed two consecutive seasons shall be considered tenured. Music students (college or secondary) must re-audition each year.

3.3. Continuing Musicians shall be offered a contract no later than May 1. New Musicians shall be offered a contract no later than September 10.

3.4. Continuing Musicians shall return signed contracts by July 1. New Musicians shall return contracts before the first rehearsal for the first performance of the season. Vacancies shall be declared for any position for which the Association has not received a contract by the required date.

3.5. If the Board deems that financial exigency, act of God, or other circumstance beyond control of the Association requires cancellation of a subscription or other concert, contracts shall be null and void for the affected services only.

4.0. SERVICES

4.1. A "service" is participation by a Musician at any engagement (rehearsal, performance, or special event) on behalf of the Association.

4.2. A performance service shall not exceed 2 ½ hours, and shall include a break of at least 15 minutes. The service begins at a call time defined as 15 minutes before curtain. Concert programs may exceed 2 ½ hours only with approval of the Orchestra Committee. In the event of an emergency, act of God, or other circumstance beyond control of the Association, the performance may be delayed for up to one hour without additional compensation to the Musicians.

4.3. If a non-delayed service exceeds 2 ½ hours, Musicians shall be compensated at an overtime rate equal to 1.5 times their normal rate, prorated per 15 minute segment. When a service is extended, Musicians either on stage or present and ready to play will receive overtime compensation.

4.4. Overtime service shall be announced as far in advance as possible, preferably no later than the rehearsal preceding the rehearsal in which the overtime is to occur. The standard overtime is 30 minutes, starting with a 5 minute break followed by 25 minutes of rehearsal. The Artistic Director may, with approval of the Executive

Director, call an emergency rehearsal to meet required artistic standards. Attendance at preannounced overtime rehearsals is mandatory.

4.5. Outside organizations may engage Musicians for additional services under terms mutually agreeable to the Musician and the soliciting organization. Musicians may enter such agreements at their discretion, provided the services do not interfere with their service agreements with the Association.

4.6. Service schedule

4.6.1. The Personnel Manager shall notify Musicians at least 30 days in advance of a scheduled service for which they will not be needed.

4.6.2. Services listed as tentative on the season schedule or added during the season shall be confirmed or canceled by the Executive Director or appointee, and all Musicians affected shall be notified at least 30 days prior to the first service of a performance sequence.

4.6.3. Rehearsal and performance schedules shall be coordinated with performance venues, community arts calendars, public school holidays, and legal holidays. The Association will make every effort to avoid scheduling rehearsals and concerts on major religious holidays. The Association shall discuss and resolve known conflicts with affected parties.

4.6.4. For non-contract services, the Association will make reasonable efforts to honor all conditions of this agreement.

5.0. VENUES

5.1. The rehearsal/performance venue shall be open at least 60 minutes before each service. The stage shall be completely set with chairs, stands, and risers at least 30 minutes before each service.

5.2. At least 60% stage lighting shall be provided at least 60 minutes before each service. Full lighting (100%) shall be provided at least 30 minutes before each service.

5.3. Every attempt shall be made to provide adequate backstage safety lighting before, during, and after each service.

5.4. Adequate shelter shall be provided for Musicians and their instruments, without exposure to precipitation or direct sunlight. The Association shall request that temperatures for indoor venues be between 65° and 80° F during services. There will be adequate physical space, spatial distance, and sight lines for Musicians to perform properly.

5.5. Ear-plug hearing protection devices shall be provided to those Musicians who desire them.

5.6. There shall be a solid safety strip attached to the rear of all platform performance areas of any height. Stage safety railings shall be placed behind and to the sides of all platform performance areas 24 inches or more in height.

5.7. There shall be adequate security for the backstage area and dressing rooms during all rehearsals and concerts. Musicians' private property will be secured in designated areas.

5.8. The backstage area and dressing rooms shall be closed to non-performers during rehearsals and performances.

5.9. At least six tables or equivalent for instrument storage shall be provided in the backstage area at all services. Extension cords, stand lights, clothes pins, and related equipment shall be provided when needed. Water, offstage chairs, and bathrooms shall be available for all performers.

5.10. Transportation shall be provided for large instruments to and from run-out locations.

5.11. For all contracted outside services, the Association shall make reasonable effort to ensure all above conditions are met.

6.0. COMPENSATION

6.1. A Musician's contract may be as Concertmaster, Assistant Concertmaster, Principal, or Section.

6.2. Pay per service shall be determined annually by the Association. The current rates are \$105.26 (Concertmaster), \$52.62 (Assistant Concertmaster and Principal), and \$40.93 (Section).

6.3. A "run-out" is any service more than a 20 mile radius from Flagstaff City Hall. Run-out services shall be compensated at the regular service rate plus one additional service.

6.4. Compensation for commercial recordings shall be handled by separate agreement.

6.5. The Association shall pay Musicians at the final service of a cycle of bowings, rehearsals, and performance(s) a check for the full amount owed. Musicians obtain their payment from the Personnel Manager immediately before the concert.

6.6. The Association will report earnings to appropriate state and federal agencies and withhold applicable taxes.

6.7. The Association may provide one complimentary ticket voucher per concert redeemable for a ticket, pending availability, to each Musician with a service contract who requests one.

7.0. AUDITIONS

7.1. Auditions shall be announced and scheduled by the Executive Director or appointee. Open auditions for Musicians shall be held prior to each season.

7.2. Audition requirements shall be determined by the Artistic Director and appropriate principals, and shall be announced and publicized no less than one month prior to the scheduled date of the audition. All rounds of auditions shall be held behind a screen.

7.3. An Audition Committee, drawn from the principal players in the instrumental family and not to exceed five Musicians, shall assist the Artistic Director. Principal players who attend auditions will be paid the principal rate for one service for the first four hours and \$15 per hour for auditions exceeding four hours in length. The role of the Audition Committee shall be to evaluate, rank, and recommend the audition candidates to the Artistic Director, who shall have full authority in the hiring decision. In the case of divergent opinions, the Artistic Director shall meet with the Audition Committee to explain his or her rationale. A minimum of two principals from the auditioning instrumental family (strings, woodwinds, brass, percussion, keyboard) and the Artistic Director must be present for the auditions. All principals of the instrumental family must be invited to the auditions.

7.4. Musicians shall not speak during auditions and shall wear soft-soled shoes. They will be assigned a number by which they will be known to the Audition Committee through all rounds of the audition. Communication will be made through the audition proctor, who will remain in the audition room at all times. Sheet music will be available. Results usually will immediately follow auditions, but in some cases, further consideration may be necessary. No exceptions to the audition procedures may be made without approval of the Executive Director.

7.5. Ad hoc auditions may be held whenever there are vacancies during the concert season. A musician selected through the ad hoc audition process will receive a contract only for the remainder of that season.

8.0. SEATING ASSIGNMENTS

8.1. Seating shall be determined prior to the distribution of music for the performance cycle.

8.2. Seating shall be determined by the Artistic Director in consultation with the section Principal. When a substitute musician is required for Concertmaster, Assistant Concertmaster, or Principal, incumbent members of the section shall be considered first as substitutes.

8.3. A list of extra Musicians shall be established. Final decision of placement onto the substitute or extra list is at the sole discretion of the Artistic Director in consultation with the appropriate Principals. Selection of substitutes on a concert-by-concert basis is at the sole discretion of the Artistic Director.

9.0. MUSIC

9.1. The Librarian will make every effort to provide parts in sufficient time for Musicians' preparation and, in most cases, will distribute music three weeks prior to the first rehearsal of a scheduled performance.

9.2. With the exception of music that must be rented, all other music for the entire upcoming season shall be distributed to the Concertmaster and Principals over the summer prior to the new season. The Concertmaster and all Principals shall have all music bowed and returned to the librarian by mid-August and will be compensated for three services at the principal rate. If the bowing rehearsal time exceeds the maximum length of three services (7 ½ hours), Principals will be paid for a fourth service at the principal rate. The librarian and/or librarian's assistant(s) shall duplicate bowings so that music will be ready three weeks prior to the first rehearsal of a concert cycle. All payments will be made upon completion of the bowings.

9.3. The librarian shall distribute and collect music. Musicians must obtain their own music three weeks before the first rehearsal.

9.4. Music shall be left on the stand at the end of the final concert of a cycle, and will be collected by the librarian. The cost of lost music shall be deducted from the responsible Musician's paycheck at a rate of \$25 per part.

10.0. PERFORMANCE DRESS

10.1. Subscription series concerts

- Women: Solid black skirts/dresses/full dress pants – ankle to floor length. Solid black blouses/tops or white blouses/tops for some Pops programs, which are over-the-elbow or long sleeved. No low-cut blouses. Black dress shoes with black hose or black socks.
- Men: Black tuxedo (or equivalent), white shirt, black bow tie, black dress shoes, and solid black socks.

10.2. Summer dress

- Women: Solid black skirts/dresses/full dress pants; black dress shoes or dress sandals; white top full length, over-the-elbow, short, or cap sleeves. No sleeveless or low-cut blouses. Hose not required.

- Men: Black dress pants, white shirt, black dress shoes and solid black socks. No tie necessary.

10.3. For run-outs and other Association engagements, dress code shall be determined by the Artistic Director, Guest Conductor, or Executive Director no later than the first rehearsal.

11.0. ABSENCES, ILLNESS, AND EMERGENCIES

11.1. Excused absences, other than illness, or emergency must be requested in writing or email to the Personnel Manager no later than two weeks prior to the scheduled service. (An example is class conflicts.) Substitutes must be approved by the Artistic Director or Personnel Manager.

11.2. In the event of an absence due to illness, emergency, or other contingency beyond the Musician's control, the Musician shall notify his or her Principal or the Personnel Manager prior to the commencement of the service.

11.3. An absence shall be considered not excused if the Musician fails to notify the Association prior to the start of service or if the request is denied.

11.4. An absence shall result in non-payment for that service.

11.5. Musicians shall ensure their printed music is present at any rehearsal or performance they cannot attend.

12.0. RECORDINGS

12.1. The Association shall have the right to record all Orchestra performances and/or rehearsals for archival purposes. Such recordings are the sole property of the Association.

12.2. Broadcasts will observe all applicable copyright laws pertaining to orchestral musicians, soloists, composers, or choreographers.

12.3. The Association shall have the right to issue commercial recordings of the Orchestra under a separate agreement.

12.4. A Musician may request a copy of the performance tape, for study purposes only, from the Association. A nominal fee will be charged for reproduction.

13.0. DISCIPLINARY PROCEDURES

13.1. The Association follows a five-step procedure to resolve situations occurring when Musicians fail to meet the expected standards of artistic professionalism. Resolution of the matter at any step obviates the need to proceed to any further step. Personnel matters are confidential within the roles specified in each step.

Step 1. Resolution through the Principal. The Artistic Director, when appropriate, may approach the section Principal with a concern within the section, which the Principal shall make a first attempt to resolve.

Step 2. Verbal Warning. The Artistic Director shall give the musician a verbal warning that addresses the specific issues. Documentation of this verbal warning shall be given to the Orchestra Committee Chair and the Executive Director within one week.

Step 3. Written Reprimand. The musician shall receive a written reprimand from the Artistic Director stating that continued participation with the orchestra is in jeopardy, including the reason(s) for the reprimand as well as recommended improvements. A copy of this letter shall be sent to the Orchestra Committee Chair, the Artistic Director, and the Personnel Manager within two weeks.

Step 4. Meeting with the Artistic Director. The Musician, having received a written reprimand, may request, within five days, a meeting or phone conference with the Artistic Director, which shall be granted. The Executive Director will be notified of the request. The Musician shall have the right to invite the Orchestra Committee Chair to be present. The Musician shall have the opportunity to demonstrate competence. The Orchestra Committee Chair and Artistic Director shall consult, but final authority to proceed with retention or dismissal rests with the Artistic Director.

Step 5. Notification of Dismissal. Upon recommendation of the Artistic Director, written notification of dismissal shall be given to the Musician by the Executive Director, and placed in the Musician's personnel file. The notification shall be sent to the Musician by certified mail at his/her last known address. The Musician's service agreement will be immediately terminated. Only after approval of the Artistic Director will the terminated Musician be considered for future auditions.

13.2. In cases of failure to meet expected standards of personal conduct by a Musician, the procedure shall be identical to that of section 14.1, except that it shall be handled by the Executive Director rather than the Artistic Director.

13.3. A Musician may terminate his/her contract any time during the season with a thirty day written notice submitted to the Executive Director.

14.0. GRIEVANCE PROCEDURES AND LINES OF COMMUNICATION

14.1. If a Musician has a grievance about the Artistic Director, another Musician, staff, or administration the Musician must inform the Orchestra Committee Chair of the grievance in writing within 30 days of the incident.

14.2. Within 15 days of receiving a written grievance, the Orchestra Committee shall meet, discuss, and vote as to whether the issue is a grievable offence and, if so, forward the written document to the appropriate party.

14.3. The person(s) to whom the grievance is forwarded shall reach a decision regarding the grievance in a timely manner but shall take no longer than 30 days from the date the written formal grievance was filed.

15.0. AMENDMENTS

Amendments to this policy should be vetted with the appropriate constituent group(s), allowing time for discourse and input from all parties. Approval of an amendment requires a majority vote of the Board.