

MASTER AGREEMENT
between
SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION
and
SPRINGFIELD MUSICIANS ASSOCIATION
LOCAL NO. 160, AMERICAN FEDERATION OF MUSICIANS

PREAMBLE

This agreement is made this 17th day of April, 2017, by and between the Springfield Symphony Orchestra Association (hereinafter Association) and the Springfield Musicians Association, Local 160 American Federation of Musicians (hereinafter Union). The Association recognizes the Union as the exclusive bargaining representative for all musicians employed by the Association with respect to wages, terms and conditions of employment.

The Association reserves to itself all of the usual rights of management not limited or restricted herein, including but not limited to the right to establish reasonable rules of conduct and standards of operations, provided such rules of conduct and standards of operation do not conflict with any provision of this agreement, or any applicable laws.

The Association is an equal opportunity employer. Musicians should refer to the Policies and Procedures Manual posted on the Association's website for a detailed explanation of the Nondiscrimination and Harassment Policy.

ARTICLE I: TERM

This Agreement is for a three year period beginning July 1, 2017, and ending June 30, 2020.

ARTICLE II: PERSONAL SERVICE AGREEMENTS

Section A: The Association shall engage individual musicians under Personal Service Agreements in the form attached to this Agreement and incorporated by reference as a part of this Agreement.

Section B: If any musician is unable to perform in more than one concert for the subscription season as required by the Personal Service Agreement, the Association shall have the right to either refuse the contract or reseat the player at the discretion of the Music Director, for that season only. If a musician is unable to meet the PSA attendance requirement two years in a row, tenure will be forfeited. Mitigating circumstances may be submitted to the Association for consideration of continuing tenure.

Section C: If a musician is unable to fulfill every contracted service per concert set within a contracted concert preparation period, he/she will be replaced for the entire concert set at the discretion of the Music Director.

Section D: The Association shall issue Personal Service Agreements or notices of non-

renewal no later than May 1. Each musician must return his/her Personal Service Agreement by June 1. If the Personal Service Agreement is not returned by June 1, the Association will make a reasonable attempt, including notifying the Union of the problem, to contact that musician through June 15. Following that attempt, the Association may then send a Notice of Termination to that musician's last known address, with a copy to the Union. Termination will be effective the day the Association mails the Notice of Termination. It shall be the responsibility of all musicians to keep the Association updated on current addresses, phone numbers, and email addresses in writing. The Association will provide copies of the Personal Service Agreements to the Union.

Section E: If a musician is unable to perform in a subscription concert committed to in his/her Personal Service Agreement for two consecutive seasons, the musician's Personal Service Agreement will not be renewed the following season. Mitigating circumstances may be submitted to the Association for consideration of continuing tenure. There must be a minimum of two weeks notice given to pull out of any service, whether a subscription concert or other concert event, except for emergencies such as illness or death in the family. If minimum notification time is not met, the musician must present mitigating circumstances in writing to the Association for intent to be renewed.

Section F: In the event, during a contract negotiation year, that negotiations for a Master Agreement have not been completed, Personal Service Agreements shall be issued as Letters of Intent. The above deadlines for issuance and return shall be the same for these Letters of Intent. Upon ratification and signing of a Master Agreement, Letters of Intent shall be replaced with Personal Service Agreements. All Letters of Intent and Personal Service Agreements shall state that they are subject to the existence, wages, terms and conditions of a Master Agreement.

ARTICLE III: ADDITIONAL SERVICES

Additional services that are not a part of the Personal Service Agreements shall be offered to the musicians, and if accepted, such additional services shall be subject to the terms of this Agreement, except, however, compensation, which shall be made in accordance with local scale or equivalent to MPF. Refusal of additional services shall not affect future employment.

ARTICLE IV: COMPENSATION

Section A: The musicians shall be paid the following minimum amounts for each service performed:

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Section	\$75.00	\$77.50	\$79.50
Principal (25% over section)	\$93.50	\$96.00	\$98.00
Travel	\$00.22 (\$55.00 maximum)	\$00.22 (\$55.00 maximum)	\$00.23 (\$57.50 maximum)

The Concertmaster shall be paid under separate agreement with regard to the established per service rate.

Section B: For musicians who drive more than 15 miles one way, travel shall be paid at the above listed rates per season, with a 250 mile cap. The Association will figure mileage on a city to city basis.

Section C, 1: Cartage of \$15/round trip shall be paid to musicians who play, and bring with them for services, large instruments that the Association does not own and would otherwise have to rent. Large instruments are defined in this agreement to be Harp, Marimba, Vibraphone, and Drum Set.

Section C, 2: Cartage of \$6/round trip shall be paid to all musicians who play, and bring with them for services, String Bass.

ARTICLE V: OVERTIME COMPENSATION

Overtime shall be paid at one and one-half (1 1/2) times the individual musician's per service rate calculated and paid in fifteen (15) minute increments.

ARTICLE VI: SERVICES AND OVERTIME

Section A: A service is defined as a rehearsal or a concert of not more than 150 minutes (two and one half hours) duration. For in-school chamber concerts, two school concerts performed in one location in less than 150 minutes will count as one service. Musicians shall be paid for each service agreed upon in their Personal Service Agreement when they perform each such service. If the Music Director determines that their attendance is not required at a particular service, the musician will still be compensated for what was originally agreed upon in the Personal Service Agreement. If a service is rescheduled due to an Act of God or any other reason beyond the control of the Association, the musicians will be offered the opportunity to play at the rescheduled event. If a musician is unable to play at the rescheduled event, the Association will not be responsible for paying him/her for the originally scheduled service.

Section B: If a musician is more than 15 minutes late to a scheduled service, he/she will have pay deducted at the following rates:

Minutes Late	Deduction from Per Service Rate
0 – 15 minutes	No deduction
16 – 30 minutes	10% deduction
31 – 45 minutes	20% deduction
46 – 60 minutes	40% deduction
60 – 75 minutes	70 % deduction

If a musician cannot attend at least half the scheduled service (75 minutes), he/she may be denied the opportunity to perform at that service, at the discretion of the Music Director. Musicians are expected to be prepared and seated for all services to begin promptly at their

scheduled times. If a musician is habitually tardy for services (habitually defined as more than once per concert preparation for two or more concert sets in a season), the Association shall issue notice to that musician no less than thirty (30) days after the last subscription concert. The notice shall state that if the musician continues to be habitually tardy for the next season, his/her Personal Service Agreement will not be renewed at the end of said season. The musician may respond in writing to this notice to explain any exigent reasons why he/she had been habitually tardy.

Section C: Overtime commences at the conclusion of the normal 150 minutes rehearsal or concert period. Overtime shall be paid at the rate set forth in Article V for a musician who is required to attend; provided, however, that overtime compensation shall not be paid if the overtime period is five minutes or less, in a concert only, and is required to complete a work or portion thereof in progress. Overtime rehearsal shall be announced at least one rehearsal in advance whenever possible. Musicians shall not be required to remain at any unannounced overtime rehearsal exceeding thirty (30) minutes.

Section D: Services for all concert preparations shall be scheduled in such a manner so there will be no more than three services in any two-day period. Exceptions may be requested. Exception requests must be submitted to the orchestra at least two months in advance in order to arrive at a mutually agreeable schedule.

ARTICLE VII: BREAKS

Each one hundred and fifty (150) minute service shall have a fifteen minute break, commencing no earlier than forty-five (45) minutes and no later than ninety (90) minutes after the service begins. An additional break of five minutes shall be offered at the beginning of the second fifteen minute overtime period. Five minutes will be offered at the beginning of each thirty (30) minutes thereafter; i.e., at the beginning of forty-five (45) minutes, seventy-five (75) minutes, etc.

ARTICLE VIII: SCHEDULING

Section A: The concert and rehearsal schedule will accompany Personal Service Agreements as they are offered to the musicians. Any deviation from the published service schedule shall be preceded by two weeks advance written notice to the musicians and only after notice to and discussion of alternate solutions with the Orchestra Committee. Rescheduling of services may be made without the required notice with the approval of the Orchestra Committee. If a musician is unable to reschedule due to prior commitments, he/she will not be denied the opportunity to perform at future scheduled services.

Section B: If, by any reason beyond reasonable control of the Association, including without limitation, level 3 weather conditions, fire, accident, flood, strike, war, riot, bankruptcy, insurrection, or national emergency, the cancellation or suspension of the current season or any part hereof or of any concert become necessary, the Association shall not be liable for that portion of the season cancelled or suspended. If business is resumed during the term of the Agreement, all musicians employed at the time of the suspension or cancellation will be offered employment.

ARTICLE IX: CLASSIFICATION OF MUSICIANS

Section A: All musicians shall be classified and paid as Section Players except persons who perform in the following positions, who shall be classified and paid as Principal Players:

1st Chair 2nd Violin	1st Harp	1st Chair Bassoon	Tuba
1st Chair Viola	1st Chair Flute	1st Chair Horn	Tympani
1st Chair Cello	1st Chair Oboe	1st Chair Trumpet	1st Chair Percussion
1st Chair String Bass	1st Chair Clarinet	1st Chair Trombone	Keyboard

Section B: Each musician's Personal Service Agreement shall specify the part and/or the chair, to be occupied by that musician. String players in specific shall be assigned a section as determined by the Music Director for contracting purposes, but may be seated in a rotation for each concert, as determined in advance by the Music Director. In addition, for contracting purposes, the Music Director and each Principal String Player will decide on a designated tenured player for the inside 1st stand. If a tenured player is not available, then a contracted probationary member may be considered. In the event of a reduced string section, tenured players shall be contracted before probationary players.

For the purpose of preparation and practice of divisi parts, the seating for each string section will be distributed with the music for that concert, along with the Music Director's decision on how to divide. Any open string positions caused by absence will be filled in the following manner:

An "outside" chair will move "outsides" behind up one stand.

An "inside" chair will move "insides" behind up one stand.

Any player may choose to remain in place; the player behind will "skip" over

Any remaining seats not filled by a contracted musician shall be filled with substitute musicians seated behind contracted players, or in place of a contracted player if a player or players have chosen to remain in place.

Section C: With the exception of the Concertmaster, if any Principal Player is unable to play a concert set, his/her replacement will be determined jointly by the Principal Player and the Music Director. If, after Personal Service Agreements are mailed out, a player resigns or opts to take a leave of absence, the section may be reseeded by the Music Director after auditions.

ARTICLE X: LEAVE OF ABSENCE

A musician may be granted a temporary leave of absence from the Orchestra for a period not to exceed one year. The request for a leave of absence must be made in writing and submitted to the Executive Director. The Executive Director, upon consultation with the Music Director and the Association, will respond to the musician's request within thirty (30) days. Following the expiration of a leave of absence and no later than May 1, the Association will issue a Personal Service Agreement or Letter of Intent to said musician. The Personal Service Agreement or Letter of Intent must be returned to the Association no later than June 1. If a musician does not receive a Personal Service Agreement or a Letter of Intent it will be the responsibility of that musician to notify the Association in writing before June 1. If a musician does not return the signed Personal Service Agreement or does not notify the

Association of their intent by June 1, the Association and the musician will understand that employment has been terminated. The time spent on leave of absence shall not be credited to tenure.

ARTICLE XI: TENURE

The first three consecutive seasons of a musician's employment in the Orchestra for the subscription series shall be deemed probationary, and the Association shall have the option not to renew the employment of a musician on probation. If a fourth consecutive season of employment is offered by the Association and accepted by the musician, he/she shall be considered a tenured member of the Orchestra. The Music Director reserves the right to accelerate the granting of tenure for any probationary player in consultation with the principal player.

ARTICLE XII: ORCHESTRA COMMITTEE

A. The Association shall recognize a committee of musicians (hereinafter Committee) whose duty it is to assist the Union in all matters pertaining to the negotiation, enforcement and administration of this agreement, and to represent concerns of the Orchestra. The membership of the Committee will consist of a:

1. High string (violins) representative
2. Low string (violas, cellos, basses) representative
3. Woodwind representative
4. Brass/percussion representative
5. At-large representative

B. All representatives will be elected by a majority vote of contract orchestra members as follows: the section representatives (1-4) will be elected by that section only; the at-large representative will be elected by the entire orchestra. The Committee will elect one member as the Chair. The Chair will preside over meetings and be the official representative of the Committee.

C. At the end of the second year of a three-year contract, select representative terms shall expire. Representatives shall be replaced as defined in Section B above. A term shall last for six years. Beginning with the 2017-20 contract, the term of the upper strings and woodwinds representatives will expire, followed in the next contract term by the lower strings, brass-percussion, and at-large representatives. Committee members may serve more than one consecutive term.

D. The Committee may select one member of the Orchestra as a voting representative to the Board of Trustees of the Association who will serve as a voting representative to the finance and budget committee, one member of the Orchestra as a voting representative to a long range planning committee and one member of the Orchestra as a voting representative on any Search Committee for a Music Director or Executive Director. The musician who serves on the Board of Trustees shall leave the Board Meetings and shall not have voting rights when the Board considers any matter involving contract negotiations, personnel matters and/or artistic matters. The Orchestra Committee and the Music Director may meet at mutually agreeable times during the season to discuss matters of common concern.

ARTICLE XIII: AUDITION COMMITTEE

The Orchestra shall have an Audition Committee consisting of a maximum of six appropriate Principal Players from the Orchestra appointed by the Music Director. At least one tenured player from the section of the position being auditioned may be chosen in the event the Principal Player of that section cannot attend. The Music Director shall be the chairman of the Audition Committee. The Audition Committee shall assist the Music Director in choosing new members at the General Auditions held annually as needed. However, the Music Director, in consultation with a principal player, shall have the right to individually audition anyone for an open position during the course of the season. The Music Director shall have the final decision concerning matters of musical standards and choosing members.

ARTICLE XIV: GRIEVANCES

Section A: A grievance is a claim that the Association has violated this Agreement. A letter initiating the grievance procedure against the Association must be submitted by the Local or a musician to the Association's Executive Director within fourteen days after the facts giving rise to such a grievance. The written and signed grievance shall contain a statement of the specific facts giving rise to the grievance, referenced by the article, section, or subsection of this Agreement alleged to have been violated, and a statement of the remedy sought. The steps followed after this point are outlined in Section B, 1-4, of Article XIV.

Section B, 1: Within fourteen (14) days of receipt of the grievance, the Executive Director shall meet with one representative of the Union and one of the Orchestra Committee to discuss the grievance. At the discretion of the Executive Director, the Music Director also may attend. During such meeting there shall be an earnest and honest effort to settle the grievance. The Executive Director shall mail by certified mail or personally deliver the Association's written response to the grievance to the Union within five (5) days of the date of the Step 1 meeting.

Section B, 2a: If the Union does not submit to the Executive Director a written notice of intent to arbitrate the grievance within fourteen (14) days of receipt of the Association's response the grievance shall be considered to be satisfactorily resolved. If such written notice of intent to arbitrate is submitted within fourteen (14) days, the grievance shall be heard by the permanent factfinder appointed by the Association and the Union as set forth below. The Union shall notify the permanent factfinder of the grievance in writing, provide a copy to the Association and request that the factfinder convene a hearing within thirty (30) days. The factfinder shall hear both sides of the dispute and render a written decision within thirty (30) days of the date of such hearing. The decision of the permanent factfinder shall be final and binding.

Section B, 2b₁: The Association and the Union shall, within sixty (60) days of execution of this Agreement, select by mutual agreement a permanent factfinder for resolution of grievances under this Article. The parties may also mutually select an alternate factfinder. The alternate factfinder will be used only if the permanent factfinder is unable to participate in the process. Said permanent factfinder and alternate, if any, may be retained by the parties under such terms and conditions as may be mutually agreed upon. Any fees and/or expenses due to such factfinders shall be shared equally by the Association and the Union.

Section B, 2b₂: If the Association and the Union are unable to mutually agree on a permanent factfinder appointment, the Court of Clark County shall be directed to make selection of a fair, unbiased individual preferably willing to serve for no fee or a reduced fee. The Court may request the Association and Union to submit to it the names of potential factfinders and/or any other information to assist the Court in making its selection.

Section B, 2b₃: No person associated with the Association (Board members, Orchestra members and staff) or the Union is eligible to serve as a factfinder. Court costs and/or other fees associated with the selection and retention of the permanent factfinder shall be shared equally by the Association and the Union.

ARTICLE XV: TERMINATION AND NONRENEWAL

Section A: Non-artistic - The Association or the Music Director shall give a tenured musician who is 1) terminated, 2) whose Personal Service Agreement is not renewed, or 3) who is demoted from classification as a Principal Player, written notice of such action by personally delivering the notice or mailing same to the musician's last known address, with a copy to the Union. Such termination, non-renewal, or demotion shall be for just cause (including, but not limited to, excessive tardiness, excessive absences, dress violations, rehearsal disruptions, substance abuse) and will be effective on the date the notice is personally delivered or mailed. A tenured musician receiving notice of termination, non-renewal, or demotion for a non-artistic reason may appeal such action by means of the grievance procedure established in Article XIV of this Agreement.

Section B: Artistic: If the Music Director is dissatisfied with a tenured musician's artistic performance, the following procedures shall apply:

Section B, 1: The Music Director shall advise the musician and schedule an informal discussion in an attempt to rectify any problems and thus potentially preclude the need for placing the musician on probationary status. This meeting shall be documented for future reference. After a reasonable time for improvement has elapsed, as defined by the Music Director, and the Music Director has determined that artistic performance has not substantially improved, the Music Director shall begin the probationary process.

Section B, 2: The Association or the Music Director shall mail (certified) or personally deliver to the musician written notice that the musician is on probationary status for artistic reasons. Copies of this communication will be provided to the Union and the Orchestra Committee.

Section B, 3: The Music Director will meet with that player, the Executive Director and a representative of the Orchestra Committee no later than Friday evening preceding the next concert to discuss the problems.

Section B, 4: If, after two subscription concerts, the Music Director continues to witness no improvement, the Association or the Music Director shall deliver to the musician, by certified mail to the last known address or by personal delivery, a notice of termination, non-renewal or demotion.

Section B, 5: A tenured musician may appeal a termination, non-renewal or demotion for

artistic reasons by making written request for a performance review to be received by the Association within fourteen (14) days of receipt of such notice.

Section B, 6: The musician shall have thirty (30) days from his/her receipt of the notice to prepare for the performance review, which will be heard by an Artistic Review Committee (ARC) as described below. The Music Director and the ARC will select appropriate musical excerpts for the review and the musician will be advised of the date, time and content of the review at least twenty (20) days in advance. If the musician in question so desires, he/she may request the option to waive the performance review. At that time, the Music Director, in consultation with the ARC, will decide whether a decision can be reached without holding a performance review.

Section B, 7: The Artistic Review Committee (ARC) will consist of four principal musicians from within the same family (strings, woodwinds, brasswinds, or percussion) as the musician in question. (The French horn may be considered as either a woodwind or a brasswind, keyboard and harp are considered members of the string section, and the percussion may be considered an extension of the winds.)

In the event that any one of these four principal musicians becomes ill, has a conflict of interest, or is otherwise unable to serve, another member of the orchestra shall be appointed by the remainder of the ARC, in consultation with the Music Director, to serve as a replacement for that particular review. No member of the ARC shall be related to or reside in the same residence as the appealing musician being reviewed.

Section B, 8: Prior to the performance review, the Music Director will be given an opportunity to address the ARC so that they may be informed as to the nature of the dismissal and/or demotion.

Section B, 9: Following the review, the ARC shall vote, by secret ballot, whether the termination, non-renewal and/or demotion shall be overturned. Each member of the Committee shall have one vote, and a majority (75%) vote shall be required to overturn the termination, non-renewal and/or demotion. If less than a majority of the Committee votes to overturn, the action shall stand. The result of the Committee's vote shall be final and binding on all parties, and shall not be subject to the grievance procedure set forth in Article XIV of the Agreement. The Committee shall notify the Association immediately whether the termination, non-renewal and/or demotion was upheld or overturned, and the Committee members shall not divulge any other details of the review or the vote to any other person.

Section B, 10: If the Music Director's decision is over-turned by the ARC, the musician will be reinstated for all services requiring that instrument/position Termination procedures cannot begin until two subscription concerts have passed following reinstatement.

Section C: Emergency Artistic - If the Music Director judges that a musician's performance has declined so severely (for example due to illness, injury or emotional distress) that it will likely damage the outcome of a particular concert the musician may, at the discretion of the Music Director, be issued a notice of termination in writing by certified mail to the last known address or by personal delivery, with no probationary period. However, if the musician wishes to appeal, he/she may do so by following the steps outlined in Article XV, beginning at Section B, 4.

ARTICLE XVI: ATTIRE

Section A: The Musicians shall present themselves well groomed for each performance, neatly and properly dressed according to the following:

Concert Dress I – most classical evening concerts.

Men: Full dress tails, long sleeve white shirt, white vest or white cummerbund, white bow tie, black socks, black dress shoes (no athletic shoes).

Women: All-black ankle-length dress, skirt (no side slits or back slits above the knee), loose fitting culottes (with the appearance of a skirt), or dress slacks (must be loose and dressy, no tight pants). Black blouse with long or ¾ length sleeves, modest neck and back lines. Black button cardigans or black dress jackets may be worn. Black dress shoes (no open toed shoes) and sheer black stockings. No flashy jewelry and no beads or sequins that would create a visual distraction.

Concert Dress II – afternoon classical concerts and selected evening concerts.

Men: Black tux, long sleeve white shirt, black vest or cummerbund, black bow tie, black socks, black, dress shoes (no athletic shoes).

Women: Same as Concert Dress I.

Concert Relaxed – Light classic or pops concerts.

Men: Dark suit, dark solid color or muted design long tie, long sleeve white shirt, dark socks dark dress shoes (no athletic shoes).

Women: Solid color dress, single solid color matching top and skirt/pants bottom, or pants suit with appropriate shoes. Black skirts/pants with an appropriate colored top is also acceptable. Colors other than black encouraged but not required.

Young People's concerts – Men and women: casual black (anything all black).

The Personnel Manager will inform musicians of dress violations at the request of the Association.

Section B: The Orchestra agrees to keep the stage free of non-essential equipment during concerts. Musicians may carry a small black handbag or clutch, the dimensions of which shall not exceed 9" x 6". Woodwind players may have black instrument cases on stage, and harpists may have extra strings and tuning equipment, with the understanding that all such items shall be inconspicuously placed and shall not block avenues of travel.

ARTICLE XVII: ELECTRONIC MEDIA

Section A: Except as otherwise explicitly provided in Article XVII, 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 Association, or by any other person(s), in the absence of a specific written agreement between the Association and the Union.

Section B, 1: Radio Broadcasts – Any Association subscription concert may be recorded for the purpose of rebroadcast on local noncommercial, public radio, with no additional compensation to the musicians. The Association agrees to limit distribution to three local markets.

Section B, 2: Once broadcast, master recordings shall be archived at the Association’s Office, and one copy will be provided to the Union. Such recordings may be considered study recordings that shall be made available for listening by Musicians, Music Director/Conductor and Board members.

Section B, 3: Broadcast tapes may be used for the purposes of grant applications provided that the principles of Article XVII are adhered to.

Section C, 1: Video Recording – Audio and video recording of the Orchestra shall be permitted for the purpose of news broadcasts and promotion of the Association/Orchestra. Segments recorded for news broadcasts or promotion of Association/Orchestra activities on commercial television shall not exceed more than three consecutive minutes. The Association may upload full length performances to YouTube, Instant Encore, or similar outlets for the sole purpose of marketing the Springfield Symphony Orchestra. The Association agrees that all uploaded video will maintain the highest artistic standards in portraying the image of the orchestra, and all video will be artfully and tastefully produced, edited by professional videographers.

Section C, 2: Demonstration CD’s – Musicians agree to a limited pressing of not more than 2,500 compact discs for promotional purposes for sponsors and donors. In addition, 100% of the proceeds of any sales would go back into the general fund of the SSO after recording expenses are recouped. The Orchestra Committee and Music Director will work together to determine the orchestra’s recorded material to be included on the disc. This clause will be applicable only for the duration of the current Master Agreement.

Section C, 3: Audio and video recording of the Orchestra also shall be permitted for the purpose of families wishing to record Young Soloist Competition winners. Segments recorded of Young Soloist Competition winners shall not exceed more than fifteen minutes. However, under no circumstances shall any piece or movement be recorded in its entirety. The Association agrees to sign a separate agreement with the Union and the Young Soloist family, stating that no portion of the audio or video recording contents may be used for sales purposes, and that no more than five consecutive minutes of any portion of the audio or video recordings may be used for college application purposes.

ARTICLE XVIII: UNION SECURITY CLAUSE

Section A: As a condition of employment, all contract musicians who are members of the Union on the execution date of this Agreement shall maintain their membership in the Union, in good standing, and those who are not members shall, no later than the thirty-first (31st) day following the date of execution of this Agreement become a member of the Union and maintain such membership in good standing for the duration of such employment.

Section B: A further condition of employment shall be that all contract musicians hired after the execution of this Agreement shall no later than the thirty-first (31st) day after the commencement of their employment, become members of the Union and maintain such membership in good standing for the duration of such employment.

Section C: All non contract musicians who are scheduled to perform more than two concerts within a season, as a condition of employment, shall become members of the Union and maintain such membership in good standing for the duration of such employment.

Section D: Notwithstanding any provision(s) herein contained, regardless of how specific such provision(s) may be, nothing in this agreement is intended to violate any State or Federal statute, rule or regulation. Should any provision herein be illegal, such illegality shall not render this agreement void as a whole, and all remaining provisions shall remain in full force and effect.

ARTICLE XIX: NO STRIKES/LOCKOUTS

During the term of this Agreement there shall be no lockout by SSO, and neither the Union nor the musicians will cause or engage in any strike against SSO.

ARTICLE XX: REOPENER

In the event the Association, during the course of this Agreement, (i) reduces the number of services below that which is stated on the Personal Service Agreements or (ii) the size of the Orchestra below that reflected by the executed Personal Service Agreements (except for reductions as may occur by reason of absenteeism or programmatic changes beyond the control of the Association) the Union may, upon thirty (30) days written notice to the Association, reopen Article IV of this agreement for negotiation.

ARTICLE XXI: MASTER AGREEMENT NEGOTIATIONS

In recognition of the need to finalize arrangements for the upcoming concert season early in the calendar year, negotiations for a successor Master Agreement will begin no later than November of the year preceding the year this Agreement expires.

IN WITNESS WHEREOF, the Association and the Orchestra Committee have caused this Agreement to be executed by their duly authorized representatives on April 17, 2017.

SPRINGFIELD SYMPHONY ORCHESTRA ASSOCIATION

BY: Jeannine Fox 4/17/17
Jeannine Fox, President of the Board of Trustees Date

BY: Louis Ross 4/17/17
Louis Ross, Executive Director Date

SPRINGFIELD MUSICIANS ASSOCIATION
LOCAL NO. 160, AMERICAN FEDERATION OF MUSICIANS

BY: Mark Smarelli 5/4/17
Mark Smarelli, President/Business Agent of Local No. 160 Date

BY: David Smarelli 4/17/17
David Smarelli, Chair of the Orchestra Committee Date