



**THE FLAGSTAFF SYMPHONY ASSOCIATION
SERVICE AND CONTRACT TERMS FOR FLAGSTAFF SYMPHONY ORCHESTRA MUSICIANS**

REVISED August 27, 2013

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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. Preparedness

1.1.1. 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. Music should be picked up no later than two weeks prior to the first rehearsal.

1.2. Protocol

1.2.1. Promptness. Musicians shall be seated with instruments ready to play at the scheduled start time of each service. Any business or announcements may happen within the timeframe of the service with the agreement of the conductor/artistic director.

1.2.2. 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, Concertmaster the Artistic Director) and communicate questions and comments through them.

1.2.3. Conduct. All FSA 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.

1.2.4. Appearance. Musicians represent the Association during all services. At all concert performances, Musicians shall wear appropriate attire as outlined in section 10. At rehearsals and additional services scheduled by the Association, Musicians shall maintain a reasonable standard of attire and stage presence.

1.2.5 FSO members who do not adhere to the above protocol are subjected to the Disciplinary Procedures outlined in section 13.

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/Conductor.

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 who hold contracts for the season at the beginning of each new season. Four are to be members of the orchestra who shall serve three-year, staggered terms. One is a student representative who will serve a one-year term. Terms shall begin on September 1 and continue through August 31. Monthly meetings with the Artistic Director, Executive Director, and other applicable administration may occur as needed on a semi-regular basis.

2.3.4. The Orchestra Committee shall elect a chairperson, who has served at least two consecutive years with the orchestra, to facilitate meetings and to be a voting member of the Board. The chair is responsible for attending monthly Board meetings and reporting to the Orchestra at large. Additionally, the chair should arrange meetings as needed and lead business conducted during meetings. If the chairperson is unable to attend a board meeting, another Orchestra Committee member may vote via proxy in lieu of the chairperson. Additionally, the chair should arrange orchestra committee meetings as needed and lead business conducted during meetings.

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 has indicated their readiness to proceed, prior to performance starting times.

2.4.4. The Personnel Manager shall keep time during rehearsals to include breaks and end times and is responsible for enforcing these times per section 4.2 of this policy.

2.4.5. The Personnel Manager shall hire extra players only with the approval of the Artistic Director and section Principal by following the established list created per section 8.3 of this policy.

3.0 Terms of Contract

3.1. Contracts shall be for a term of one subscription season. Contract players will be given first priority for additional services added by the Association but are not obligated to accept these additional services. 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. Principals will consult with the artistic director regarding new, non-student or graduate student section members upon completion of their first full season. If approved, such members shall not be required to audition for the next season and will be offered a contract each consecutive year. Undergraduate or secondary music students 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. All continuing Musicians shall return signed contracts no later than July 15. New

Musicians shall return contracts no later than 5 days after contract is offered. Vacancies shall be declared for any position for which the Association has not received a contract by the required date.

3.5. Musicians under contract shall be listed on the FSO website.

3.6. 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 rehearsal service shall not exceed 2 ½ hours, and shall include a break of at least 15 minutes to occur no later than 90 minutes into rehearsal. Musicians are required to be present in their seat 5 minutes prior to the start of rehearsal time, as a matter of professional etiquette.

4.3 A concert service begins at curtain, however, musicians are required to be present in the hall 15 minutes prior to curtain as a matter of professional etiquette. Concert programs may exceed 2 1/2 hours only with approval of the Orchestra Committee obtained no less than one week (7 days) prior to the beginning of the concert cycle. 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.

4.4. If a non-delayed service exceeds 2 1/2 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.

4.5. 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 make every effort to 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 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 stage shall be completely set with chairs, stands, and risers at least 30 minutes before each service. Individual requests for specific time and performance or warm-up needs on stage may be arranged on an as-needed basis directly with FSO management and Ardrey stage personnel.
- 5.2. At least 60% stage lighting shall be provided at least 60 minutes before each service. Full performance lighting 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. A "run out" is any service located more than a 20 mile radius from Flagstaff City Hall.
- 5.11. Transportation shall be provided for large instruments to and from run-out locations. Cartage compensation may be provided in the absence of transportation options to runouts for cello, bass, tuba, and percussion section players.
- 5.12. 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. 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. Wind and Percussion Musicians obtain their payment from the Personnel Manager immediately before the concert. Because all string folders are not on stage during the performance, string players will receive their check when their folder and music are turned in at the conclusion of the concert.

6.6. The Association will report earnings to appropriate state and federal agencies and withhold applicable taxes on both contract and non-contract services.

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 one principal 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. Auditioning 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 the 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 through consultation with the Artistic Director and section principal. Final decision of inclusion on the substitute or extra list is at the sole discretion of the Artistic Director in consultation with the appropriate Principals.

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 1/2 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.

9.4. Music must be returned at the end of the final concert of a cycle, and will be collected by the librarian. Musicians' paychecks will be withheld until music is returned. 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, sneakers, or jeans. 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. No sneakers or jeans.

10.2. Nutcracker ("Pit" concerts)

- Women: Solid black skirts/dresses/full dress pants – ankle to floor length. Solid black blouses/tops which are over the elbow or long sleeved. No low cut blouses, sneakers, or jeans. Black dress shoes with black hose or black socks.

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

10.3. Summer dress

- Women: Solid black skirts/dress/full dress pants; black dress shoes or dress sandals; white top full length, over the elbow, short, or camp 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.

10.4. Musicians should refrain from wearing cologne, perfume, fragrant hair product, lotions, or other items that emit a strong odor during any contracted service.

10.5. Dress should not distract others on stage from performance (i.e. excessive sequins)

10.6. 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 will be hired in order as designated on the appropriate substitute musician list created per 8.3 of this policy.

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 and 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.

11.6 Dress rehearsals are mandatory rehearsals and are not excused for any reason.

11.7 Musicians who are chronically absent or tardy are subject to disciplinary procedures as outlined in section 13.

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. No other recordings or uses may be authorized without advance agreement of the entire Orchestra Committee.

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 charge 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 to be delivered off-stage and outside the timeframe of a service. 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 Artistic Director shall give the musician a written warning that addresses the specific issues. Documentation of this written warning shall be given to the Orchestra Committee Chair and the Executive Director within one week.

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 by way of a performance evaluation, which may include assessment through a concert cycle, evaluation by a committee of leadership from within the orchestra, or a combination of both. The Leadership 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 or the Board President and placed in the Musician's personnel file. The notification shall be sent to the Musician by certified mail to his/her last known address and 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 identified to that section of 14.1, except that it shall be handled by the Executive Director or Board President 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 The Association has adopted a whistleblower policy to allow for the investigation of complaints about: a) suspected violations of any law or regulations that govern Association operations, such as laws against discrimination, b) questionable or improper accounting or auditing practices and violations, and c) suspected violations of ethical standards. For concerns that occur in these categories the Association has adopted procedures that apply to all employees (including orchestra members) and allow for the investigation of a complaint and the protection of the whistleblower. For these concerns, Orchestra members should consult the Association's Whistleblower Policy and Procedures.

14.2 Not all grievances, however, may fall under the purview of the Whistleblower Policy. For all other grievances, the following procedures apply:

Step 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.

Step 2. Within 15 days of receiving a written grievance, the Orchestra Committee shall meet, discuss, and vote as to whether the issue is a grievous offense, and if so, forward the written document to the Executive Director or Board President.

Step 3. The Executive Director or Board President, in consultation with the Orchestra Committee, shall decide an appropriate remedy regarding the grievance in a timely manner, including in certain instances the potential for mediation, 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 by the Board.

Document Amended this 27th day of August, 2013.

X (Signature) Cheryl Ossenfort
Cheryl Ossenfort, President FSO Board of Directors

APPROVED:
X (Signature) [Signature]
Kari Barton, Orchestra Committee Representative

X (Signature) [Signature]
Elizabeth Schulze, Artistic Director/Conductor