

EUGENE CONCERT ORCHESTRA

**MASTER AGREEMENT
2018 - 2020**

between

The Eugene Concert Choir

and

**Musicians' Association, Local 689, American Federation of
Musicians**

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MASTER AGREEMENT

THIS AGREEMENT is made and entered into this (date) day of (Month), 2018 by and between the **EUGENE CONCERT CHOIR (ECC)** and the **MUSICIANS' ASSOCIATION, LOCAL 689, AMERICAN FEDERATION OF MUSICIANS (Local 689)**, shall be in force during the 2018-2019 and 2019-2020 seasons of performances and rehearsals (the Season) of the Eugene Concert Orchestra (ECO), a part of the Eugene Concert Choir. It is to be incorporated by reference in Personal Service Agreements between ECC and the musicians hired as regular employees, and is intended to promote harmonious relationships between ECC and its orchestral musicians.

The parties recognize that mutual cooperation is required for a successful orchestra, and that it is incumbent upon the ECC, its Board of Directors, Artistic Director, and Executive Director, and the musicians to mutually recognize and respect each other's responsibility, authority and integrity.

ECC is committed to a workplace free of any form of harassment or discrimination. Actions, words, jokes or comments based on an individual's sex, sexual orientation, race, ethnicity, age, religion, lifestyle, physical or mental disabilities unrelated to job performance will not be tolerated. ECC will investigate and document all reports of sexual harassment. Employees found to be harassing or discriminating against others will be subject to discipline, including termination. Members who believe that they have been subjected to prohibited harassment or discrimination are encouraged to report such incidents to either the Personnel Manager or the Executive Director.

1. DEFINITIONS

THE SEASON is the period from July 1 through June 30.

A SERVICE is all or any part of a designated work period, including breaks, and as used in this Agreement includes any of the following unless special conditions are identified:

A Concert Service is one utilized as a performance of the Orchestra (excluding dress rehearsals) at which an audience is present.

A Rehearsal Service is all or any part of a two and one-half hour service utilized as a Rehearsal of the Orchestra, including Dress Rehearsals.

A Back-to-Back Service is all or any part of a three-hour service consisting of a rehearsal and a concert, or two concerts before two different audiences in the same location, with a minimum of a 15-minute intermission between performances. A back-to-back service shall be remunerated as one service.

A Dress Rehearsal is the final rehearsal for a performance.

An Ensemble Service is a rehearsal or concert of two or more Orchestra members not requiring a conductor. Ensemble services will be compensated at current per-service rates, unless these services are specifically designated as educational in nature.

An Educational Service is one utilized as an education or community engagement activity. An Educational Service is all or any part of a three-hour service consisting of no more than two educational activities, including concert presentations, before two different audiences at the same or different locations, with a minimum of a 20-minute break between activities, in addition to adequate travel time between activities as needed. An Educational Service shall be remunerated as one service.

THE ORCHESTRA is the Eugene Concert Orchestra, a part of the Eugene Concert Choir, or any subdivision thereof requiring a conductor.

AN ORCHESTRA MEMBER (Member) is a musician holding a fully executed individual Personal Service Agreement with ECC pursuant to this Master Agreement.

PRIMARY EMPLOYMENT is that source of the major portion of a Member's annual income, characterized as recurring, steady, or with regular hours; or, in the case of a student, a course of study involving at least 12 undergraduate or nine graduate units.

CONCERTMASTER is that Member who has auditioned for and been awarded a Personal Service Agreement to serve as outside first-stand violin 1.

PRINCIPAL PLAYERS are those Members who have auditioned for and been awarded Personal Service Agreements to serve in any of the following positions: outside first-stand violin II, viola, cello, and double bass; flute 1, oboe 1, clarinet 1, bassoon 1, horn 1, trumpet I, timpani 1, and percussion 1.

SECTION PLAYERS are those Members who have auditioned for and been awarded Personal Service Agreements to serve in any orchestral capacity other than Concertmaster or Principal.

AUXILIARY INSTRUMENTS include, but are not limited to, bass clarinet, contrabassoon, cornet, trombone, English horn, piccolo trumpet, and piccolo. Orchestra Members playing auxiliary instruments are not eligible to receive principal pay unless they serve as Principal of the larger section.

A RUN-OUT CONCERT is a concert performed 15 miles or more from the Hult Center for the Performing Arts for which the Orchestra departs from and returns to Eugene on the same day.

TRAVEL TIME is time actually spent in transit on transportation provided by ECC.

A PERSONAL SERVICE AGREEMENT is an agreement issued to those musicians contracted on a per-service basis.

OVERTIME is any additional time, except for the grace period permitted by Article 3.

SUSPENSION is a disciplinary action by which a player is replaced with or without pay for one or more services.

A CONCERT SET is the rehearsals and associated performances for each of ECO's regularly scheduled concerts.

2. UNION MEMBERSHIP AND WORK DUES

With the exception of Accompanists as defined above, a newly-hired Orchestra Member must become a member of Local 689 within 30 days of commencing employment, and must maintain said membership in good standing during the term of employment by ECC. ECC shall deduct the current Local 689 work dues from each Member's wages. Each Member shall authorize such deduction in writing or as part of his/her individual Personal Service Agreement. To ensure that all musicians covered under this Agreement are adequately represented by Local 689, ECC shall deduct the prevailing percentage of fair share work dues from the wages of all musicians covered under this Agreement as part of the bargaining unit, even if they are not required to be members of Local 689. Work dues shall be paid to Local 689 within fourteen days following each concert.

ECO agrees to employ only members of the American Federation of Musicians during the period covered by this Agreement, except as provided below. Exceptions: Specialty musicians, including (but not limited to) lute, recorder, cornetto, viola da gamba, and keyboard. Keyboard accompanists are not part of the bargaining unit and are not covered by this agreement.

AFM membership is not a prerequisite to taking part in auditions. If no suitable AFM member can be found, ECO may hire a non member on a short term basis. Any extra, temporary, or substitute musician who is not a member of Local 689 and who is hired for more than two concert sets in one season shall become a member of Local 689 prior to performing any additional services with ECC.

3. SCHEDULING

A preliminary, tentative schedule of services for the Season shall be issued to Members no later than May 1 of the previous season. An updated, tentative schedule of services for the Season shall be issued to each Member no later than June 15. This schedule will accompany the Personal Service Agreement. If further changes in scheduling occur, an updated tentative schedule of services shall be issued to each Member no later than September 1.

ECC shall provide 30 days written notice to cancel or add a service. Members will be compensated according to their Personal Service Agreements for any service canceled with less than 30 days' notice. If a service is added with less than 30 days' notice, then the Member shall not be penalized for declining that service, but shall as a courtesy notify the Personnel Manager that s/he declines the service within seven days of notice of the additional service.

Each two and one-half hour rehearsal shall include one 15-minute break. No rehearsal shall continue for more than 90 minutes before the commencement of a break.

The conductor shall be entitled to a five-minute grace period at the end of any service without incurring liability for overtime. The grace period is intended to allow for completion of a section of music, and is not to be used as an addition to the regular service.

4. ATTENDANCE

Members shall attend and participate fully in all services for which their respective Personal Service Agreements provide and for which they have been called.

Any Member not present and seated at the scheduled starting time may be deemed tardy. A Member who is deemed tardy may be fined, and no formal disciplinary action shall be required for imposition of such a fine. The Personnel Manager has discretion to determine whether the Member's tardiness is excused.

A Member who is unable to perform a service for which s/he is scheduled shall be granted an excused absence for any of the following reasons: conflict with primary employment known to the Member at the time of signing the Personal Services Agreement, illness, or personal/family emergency, if the Personnel Manager has been properly notified, which shall be defined as follows:

Primary employment: at the time of signing of the Personal Service Agreement or, for conflicts arising after the signing of the Personal Service Agreement, prior approval with 30 days' written notification to the Personnel Manager.

Illness: The Personnel Manager shall be notified before the missed service, and every attempt shall be made by the Member to have music available for substitute use.

Personal/family emergency: The Personnel Manager shall be notified as soon as possible, and every attempt shall be made by the Member to have music available for substitute use.

An excused Member shall not be paid for the missed service, but shall not be otherwise penalized.

A Member who misses a service and who is not excused shall be deemed unexcused. An unexcused Member shall be fined an amount equal to one-half his or her pay for the missed service, in addition to not being paid for the missed service. No formal disciplinary action is required for imposition of such a fine. In addition, an unexcused Member may be disallowed from performing all services connected with that concert, at the discretion of the Artistic Director. The Member shall be paid for the services actually performed, and the resulting missed services shall be considered Excused Absences.

5. WAGES, OTHER COMPENSATION, AND FINES

WAGES:

Wages for all ECC services for Section members for the period of this Agreement shall be \$111.28 for Section Members for 2018-2019, and \$113.51 for Section Members for 2019-2020. This represents a 4% increase for 2018-2019 and a 2% increase for 2019-2020. Principal pay shall be 125% of Section pay, and Concertmaster pay shall be 150% of Section pay. Overtime pay shall be 1.5 times the contracted rate, calculated in 15-minute increments over the established service time.

The pay rate for doubling (playing an additional instrument) shall be 20% of the regular service rate for the first double performed in a service, in addition to the regular service rate, and an additional 5% of the regular service rate for any additional double. All doubles must be approved in advance. Doubles include, but are not limited to, the following combinations of instruments:

Flute + Piccolo	Trumpet + Piccolo Trumpet
Oboe + English Horn	Double Bass + Electric Bass
Clarinet + E-flat Clarinet	Any Woodwind + Saxophone
Clarinet + Bass Clarinet	Tuba + Euphonium
Percussion + Timpani	Trumpet + Fluegel Horn
Percussion + Trap Set	Horn + Wagner Tuba
Timpani + Trap Set	Bassoon + Contrabassoon

Payment of wages shall be made no later than the final day of each month for services performed prior to and including the 20th day of that month. Services performed after the 20th day of each month may be carried forward to no later than the next pay period. Deductions for missed services and fines shall be made for the pay period in which the absence or violation occurs.

FINES: Fines may be levied as follows:

Unexcused Absence: An amount equal to one-half of his/her pay for the missed service, in addition to not being paid for the missed service. No formal disciplinary action is required for imposition of such fine.

Tardiness: A pro-rata deduction to the nearest dollar, in fifteen-minute increments.

Unreturned Music: A Member who fails to return music within three days after the final performance in a series may be fined \$10.00 for music returned late, and shall be responsible for any late fees incurred by ECC as a result of the musician returning the music late.

OTHER COMPENSATION:

Transportation of Instruments: If ECC requests that a musician transport a large instrument for the convenience of ECC, the musician may negotiate a separate cartage fee for providing such transportation.

Instruments commonly provided by Members for their own use are not subject to cartage payments. These instruments include, but are not limited to:

- Standard strings (violin, viola, cello, bass)
- Standard woodwinds (flute, piccolo, oboe, English horn, any clarinet, any saxophone, bassoon, contrabassoon)
- Standard brass (horn, trumpet, trombone, tuba, euphonium)
- Small percussion

Instruments for which cartage payments may be negotiated include, but are not limited to:

- Harp
- Keyboard instruments (celeste, harpsichord, portative organ, etc.)
- Timpani
- Large percussion (bass drum, chimes, drum set)
- Any instrument requiring two or more people to move

Transportation: For services scheduled more than 15 miles from the Hult Center for the Performing Arts for which a Member provides his/her own transportation at the request of ECC, the Member shall be compensated at the rate of 25 cents per mile.

Mileage: Members who travel more than 20 miles each way from home to services in Eugene or Springfield for which ECC does not provide transportation shall be reimbursed for transportation expenses at the rate of 25 cents per mile. Reimbursement shall be made for every mile after the first 20 miles each way, up to a maximum of \$40.00 per round trip. Two services in one day shall constitute a single round trip.

Travel Time: As compensation for time during travel provided by ECC, Members shall be paid \$4.00 per hour while in transit. Travel time for Run-out Concerts shall not exceed two and one-half hours each way. Travel time for overnight engagements shall not exceed six hours per day. If travel time exceeds those limits, Members shall be paid an additional 15% of travel compensation for each additional 15 minutes of travel time, unless additional travel time is a result of unforeseeable circumstances beyond the control of ECC.

Overnight Accommodation. In the event the Orchestra is required to stay overnight outside Eugene, accommodations shall be provided by ECC at no cost to Members.

Audition Committee: Any Member who serves on the Audition Committee shall be paid one service for each day of Audition Committee service. An additional one-half service shall be paid for any audition day in excess of eight hours. Meal breaks shall occur after approximately four hours, for a duration which shall be mutually determined. Meals will be provided by ECC for any audition service requiring meal breaks.

6. AUDITIONS

ADMINISTRATION: Auditions shall be conducted in accordance with the principles set forth in the International Conference of Symphony and Opera Musicians' "Code of Ethical Practices for National and International Auditions," which is attached as Appendix A and shall be considered a part of this Agreement as though fully set forth herein.

Auditions for open positions in the orchestra shall be held at the discretion of the ECC Artistic Director. When an open position is not filled by way of the audition process, the Artistic Director may offer a musician a one-year contract to fill that position.

The Personnel Manager or his/her delegate shall administer auditions. For any audition or set of auditions, ECC will assemble an Audition Committee consisting of at least the following: The Concertmaster, the Artistic Director, and a Principal woodwind, brass or percussion player, as appropriate. The Union Steward, a member of the Orchestra Committee, and an ECC observer may attend all auditions, but shall not be included in the decision-making process.

NOTICE. Forty-five (45) days written notice shall be given for auditions, and shall specify the time, place and procedure of audition. The notice shall be provided to Local 689, the Orchestra Members, and the general public.

AUDITION REPERTOIRE. The Orchestral excerpts to be used at the audition shall be selected by the Artistic Director in consultation with the appropriate Principal player. In addition to selections from such excerpts, the audition shall include performance of a solo or portion thereof. Sight-reading and/or ensemble performance may also be included as part of the audition at the discretion of ECC. Audition parts shall be provided to candidates.

PRELIMINARY AND FINAL AUDITIONS. Auditions may (but need not necessarily be) held in preliminary and final stages. Preliminary auditions shall be conducted with the auditionees performing behind a screen.

FINAL SELECTION. Final selection of an Orchestra Member will be made by consensus of the Audition Committee. In the event no consensus is reached, then the Orchestra Members of the committee will together select one first-choice candidate, and the Artistic Director shall also designate his/her first-choice candidate. If the Members' choice and the Artistic Director's choice are the same, that person shall be offered the position. If they are different, the Orchestra members shall be asked to reconsider. If the Artistic Director's candidate is still not agreed, then the position will remain open.

RE-AUDITIONING. A musician who has failed to pass an audition may re-audition as long as the position remains open and the Audition Committee continues to audition other applicants.

RECORDINGS. Recordings submitted by applicants may be used to screen applicants. Such recordings may not be used in comparison with live performance. The Audition committee may record live auditions for decision purposes only.

VACANCIES. Temporary (not to extend beyond the end of the current Season), Substitute (on a per-concert basis) and/or Extra (subject to the requirements of the repertoire) musicians may be hired, according to the recommendation of the Artistic Director in consultation with the Principal of the relevant section. Such replacements need not be auditioned. All Temporary, Substitute and Extra musicians shall be treated the same as regular Members of the Orchestra. In cases where a substitute musician is needed on less than 72 hours' notice, the Artistic Director may hire such substitute at his/her discretion.

7. SEATING

With the exception the Principal of each section, seating of Members within string sections shall be determined by the Artistic Director in consultation with the Principal of the section involved. With the exception of the Principals, transfers between the first and second violin sections may be made at the discretion of the Artistic Director in consultation with the Concertmaster and the Principal Second Violin.

At the discretion of the individual section Principal, and with the approval of the Artistic Director, and with the exception of Principal players, seating in the string sections may be rotated on a periodic basis. The method chosen shall be subject to the final approval of the Artistic Director.

8. TERMINATION, SUSPENSION, NON-RENEWAL AND CANCELLATION

The Artistic Director and Members are encouraged to maintain open, honest dialogue regarding music performance issues. Performance problems and/or artistic concerns should be communicated and resolved on an informal basis whenever possible.

A. TERMINATION FOR JUST CAUSE. The following are the sole grounds for dismissal of Musicians for just cause: Persistent inattention to non-musical professional duties and responsibilities; persistent lack of adequate musical preparation; Insubordination, which shall be limited to the relationship of the Musician to the Artistic Director during the service; and/or insobriety.

B. PROCEDURE FOR TERMINATION FOR JUST CAUSE. The following procedure will be followed prior to dismissal for cause:

1. A verbal warning shall be issued to the Member by the Personnel Manager.
2. If the behavior remains uncorrected, a written warning setting forth the nature of the offending behavior shall be given to the Member by the Personnel Manager.
3. If further action is deemed necessary by the Personnel Manager, a meeting of the Personnel Manager, the Artistic Director and the offending Member shall be called to attempt to

remedy the situation. The Member shall be entitled to have the Union Steward or other representative present at such meeting as an observer.

4. Thereafter, if the offending behavior is not corrected, ECC may give the Member a written notice of dismissal, which shall take effect immediately upon receipt by the Member or at such time as designated by ECC, whichever is later.

C. **SUSPENSION.** If, during rehearsal, a Member behaves in a manner that is so disruptive that, as deemed by the Artistic Director, it is impossible for the rehearsal to proceed effectively, and if the behavior is not corrected after one verbal warning, that Member may be immediately suspended without pay from the remainder of that rehearsal. The Member may also be suspended without pay from the concert under preparation at the discretion of the Artistic Director. Thereafter, the Artistic Director in consultation with the Personnel Manager may determine whether further disciplinary action according to procedures for dismissal for cause as stated above need be taken regarding the behavior.

D. **APPEAL.** A Member receiving a written notice of dismissal or suspension may appeal by filing a written notice with the Personnel Manager within ten days of receipt of the notice. A Grievance Committee shall be formed to hear the matter, and a decision shall be made according to the Grievance procedures outlined in this Agreement. The Grievance Committee's decision shall be final. Appeal may be for revocation of suspension or, if the term of suspension has passed, for restoration of pay.

E. **NON-RENEWAL.** The only cause for non-renewal of a Member shall be marked and severe inability to maintain the musical and artistic standards of the Orchestra. The procedure for non-renewal shall be as follows:

1. The Artistic Director shall confer privately with the Member. The Member is entitled to have the Union Steward or other representative present at the meeting. At this meeting the Artistic Director shall inform the Member verbally and in writing of the reasons for the contemplated action. A record will be made of this meeting, and a copy of the record shall be given to the Member as soon after the meeting as possible.

2. The Member will be expected to correct deficiencies. If there are no remaining services in the season for the Member to be notified of or correct deficiencies, the Member will be offered an opportunity to demonstrate to the Artistic Director correction of noted deficiencies within thirty days of notification. If by the end of the Season the Artistic Director deems that the Member's performance continues to warrant non-renewal, a written notice of non-renewal will be given to the Member.

3. The procedure for appeal of non-renewal shall be as set for appeal from suspension outlined above.

4. A non-renewed Member shall have the right to audition at any future audition held by ECC.

F. TERMINATION WITHOUT CAUSE: ECC may terminate the employment of musician who holds Temporary, Substitute or Extra status at any time without cause.

G. CANCELLATION OF CONTRACT BY MEMBER. A Member may resign in good standing from the Orchestra upon 60 days written notice to the Personnel Manager.

9. PERSONAL SERVICE AGREEMENTS

ECC may issue Personal Service Agreements in accordance with the repertoire planned for the Season. ECC may issue twenty-seven (27) personal service agreements, in the instrumentation designated below. However, this list is subject to expansion, reduction or reorganization depending on the repertoire planned for the Season. In the event no qualified candidate is available or has auditioned for an open position, the Artistic Director, in consultation with the Audition Committee, may elect to leave the position unfilled.

4 Violin I	(1 Concertmaster + 3 Section Players)
4 Violin II	(1 Principal + 3 Section Players)
3 Viola	(1 Principal + 2 Section Players)
2 Cello	(1 Principal + 1 Section Player)
1 Bass	(1 Principal)
2 Flute	(1 Principal + 1 Section Player)
2 Oboe	(1 Principal + 1 Section Player)
2 Clarinet	(1 Principal + 1 Section Player)
2 Bassoon	(1 Principal + 1 Section Player)
2 Trumpet	(1 Principal + 1 Section Player)
2 Horn	(1 Principal + 1 Section Player)
1 Timpani	(1 Principal)

ISSUANCE. Personal Service Agreements shall be issued on or before June 15 of the preceding season, or upon a new Member's admittance to the Orchestra. Members shall sign and return Agreements within 30 days of postmark. Upon written request from a Member, ECC shall grant a 15-day extension. In the event a Member does not sign and return his/her Personal Service Agreement within 30 days (or 45 days if an extension is granted) of postmark, and does not otherwise notify ECC, the Member shall be considered to have resigned his/her position.

CONTENT. Each Personal Service Agreement shall set forth the Member's position and section, title (if any), and rate per service. All other provisions in the Personal Service Agreement shall be in accordance with the provisions of this Master Agreement, and each Personal Service Agreement shall include reference to this Master Agreement. Any new Member shall be provided with a copy of the current Master Agreement at the same time s/he is issued a Personal Service Agreement.

NOTICE OF ADDRESS. Each Member shall ensure that the Personnel Manager is advised at all times of his/her current mailing address, telephone number(s), and email address. Any Member failing to comply with this provision shall forfeit all rights secured under this Agreement with respect to ECC's failure to provide timely notice as required herein.

10. GRIEVANCES

A grievance is defined as an allegation of a violation, misinterpretation or improper application of the Agreement. Grievances must be filed within thirty (30) days of when the grievant or the Union knew or should have known of the alleged grievance. A grievance of a Member shall be handled according to the following procedure.

The grievant shall communicate the grievance to the Personnel Manager, who shall attempt to reach a mutually satisfactory resolution. If such a resolution cannot be reached, the Personnel Manager will refer the grievant to the Artistic Director or ECC Executive Director, as appropriate, who will attempt to resolve the grievance. If no satisfactory resolution is reached, the grievant may elect to present the grievance to a Grievance Committee. The Grievance Committee shall be composed of a Member selected annually by the Orchestra, an ECC Board designee, the Artistic Director or second Board designee, a representative of Local 689, and a Member chosen by the grievant.

The grievant shall present a written statement of the grievance to the Grievance Committee, which shall review the statement and schedule a hearing to be held within two weeks of its receipt. The Grievance Committee shall hear the grievance, giving all affected parties the opportunity to be heard and to call such witnesses as they deem necessary. The grievant may represent him/herself at the hearing, or select a representative of his/her choice who is not a member of the Grievance Committee.

The Grievance Committee shall make its determination as to the proper resolution of the grievance by majority vote. The decision shall be rendered in writing within seven days of the hearing, and shall be final and binding on all parties.

11. ORCHESTRA COMMITTEE

COMPOSITION. The Orchestra Committee shall consist of at least three Orchestra Members elected by the Members at large, and shall include at least one string player and one wind player. The members of the Committee shall elect one of their number as Chair.

GENERAL DUTIES. The Orchestra Committee shall inform the ECC and Local 689 of any grievance of Members. The Committee shall provide liaison between ECC and the Orchestra, and between Local 689 and the Orchestra. The Committee may volunteer recommendations to the ECC or Local 689, and shall make recommendations when ECC or the Union seeks such recommendations.

MASTER AGREEMENT NEGOTIATIONS. The orchestra Committee shall be a full participant in all Master Agreement negotiations, and shall be a signatory thereto. The Master Agreement shall not be amended except by writing executed by ECC, Local 689, and the Orchestra Committee.

NON-DISCRIMINATION. Neither ECC nor Local 689 may penalize a member of the Orchestra Committee or discriminate against a member of the Committee because of any action that the Member takes as a member of the Committee.

MEETING WITH ECC. The Committee shall meet with the Executive Director, the Personnel Manager, a representative of Local 689 (when possible), and the Artistic Director (when possible) as necessary for the conduct of its duties.

12. UNION STEWARD

A Union Steward shall be an Orchestra Member appointed by Local 689 for each Season covered by this Agreement. The Steward shall not be a member of the Orchestra Committee, but may attend meetings of the Orchestra Committee as a non-voting member. The Steward shall report to Local 689 all activities of the Orchestra covered by Union rules and the terms of this Agreement. The Steward shall see that the working conditions, as specified in this Agreement, are not violated. There shall be no penalty or discrimination against the Steward for actions taken in his or her capacity as Steward.

13. DRESS

NOTICE OF REQUIRED DRESS. The appropriate uniform for concert services shall be determined by the Artistic Director in consultation with the Orchestra Committee, and shall be announced by the Personnel Manager at the beginning rehearsal for each concert set.

FRAGRANCE. Orchestra Members are prohibited from using perfumes and colognes at any service. A Member wearing a fragrance may be asked by the Artistic Director to leave a service, and shall not receive payment for that service.

14. BROADCASTING AND RECORDING

The Member agrees to give ECC the right to make archival recordings of rehearsals and concerts for the duration of this Agreement. The Member also agrees to waive the individual compensation for the one-time broadcast of these recordings on a local radio station. The right of final artistic approval prior to the broadcast of these recordings is reserved to the Artistic Director.

For any recordings made under this Agreement to be used for any purpose not explicitly set forth herein, ECC agrees to enter into and fulfill all conditions required by the appropriate agreement with the American Federation of Musicians.

15. MANAGEMENT RIGHTS

Except to the extent abridged by the terms of this Agreement, ECC exclusively reserves all rights to direct and manage the business and its employees.

16. BOARD REPRESENTATION

Members of ECO are welcome to seek seats on the ECC Board of Directors, and the Orchestra shall be entitled to fill at least one voting seat on the Board.

17. FUTURE NEGOTIATIONS

Exceptions and modifications of this Agreement may be made on an as-needed basis with the advance approval of four-fifths of the Orchestra Committee, Local 689, and ECC.

Negotiations for a period beginning July 1, 2018 shall commence no later than April 1, 2018.

18. RATIFICATION

This Master Agreement is subject to ratification by secret ballot by a simple majority of eligible Orchestra Members. This ratification election will be conducted jointly by Local 689 and the Orchestra Committee.

19. FORCE MAJEURE

In the event it becomes impossible to hold a service or to continue a series of concerts or rehearsals provided for under the terms of this Agreement by reason of: an act of nature such as fire, flood, epidemic or earthquake; acts of public enemies, rebellion, insurrection or nuclear accident; or through action taken by local, state or federal officials; or any other circumstance beyond the control of ECC, then ECC shall have the right to cancel services for the duration of the emergency, and shall not incur financial obligation to any Member beyond that for services already performed.

20. CANCELLATION OF SERVICES

In the event that the ECC Board of Directors determines in good faith, and after reasonable investigation, that ECC's financial condition does not permit the presentation of concerts during all or any part of the Season, ECC shall have the right to cancel services and shall not incur financial obligation to any Member beyond that for services already performed, as a result of such cancellation for the duration of ECC's financial emergency. Provided, however, that if the Board of Directors determines that ECC's financial condition does not permit the presentation of

concerts during all or part of a Season, it shall give written notice of that determination to Local 689, the Orchestra Committee and members of the Orchestra. Such notice shall be delivered in writing to Local 689 and the Orchestra Committee within 48 hours, and to each Member of the Orchestra within five business days, of the Board's determination. If delivery is by mail, notice shall be deemed given one day after deposit in the United States mail.

THIS AGREEMENT IS EXECUTED EFFECTIVE _____ BY THE EXECUTIVE DIRECTOR OF THE EUGENE CONCERT CHOIR AND AN AUTHORIZED OFFICER OF LOCAL 689, AMERICAN FEDERATION OF MUSICIANS.

Diane Retallack, Artistic and Executive Director
Eugene Concert Choir & Orchestra

Date: _____

Stephen Chong, President
Local 689, American Federation of Musicians

Date: _____

APPENDIX A:

CODE OF ETHICAL AUDITION PRACTICES

The following code of ethical audition practices, approved in 1984 by the International Conference of Symphony and Opera Musicians (ICSOM), the Major Orchestra Managers Conference (MOMC) and the American Federation of Musicians (AFM), is a document of suggested procedure for management and Orchestra Musicians alike. As with all codes of ethics, it is not a contract; no one is involuntarily bound to it and it contains no provisions for punitive action. Those who endorsed it have maintained that they will conduct their auditions in accordance with the principles articulated therein, with the tacit assertion that they think others should do likewise. The code of ethics was conceived and formulated by the Major Managers-ICSOM Liaison Committee, the first time that both ICSOM and MOMC have acted in concert rather than autonomously in addressing such a major issue. In the belief that the code may be improved over time, it includes a provision for regular review by a joint committee of representatives from the three endorsing organizations.

1. Purpose and Scope of Code: It is of utmost importance to Musicians, managers and conductors that auditions be conducted in accordance with guidelines ensuring competition that is fair to all who audition while providing the best results for Orchestras seeking Musicians.
2. Preparation for Auditions
 - a. Notices of auditions should be given only for genuine vacancies, including newly created positions, which the management intends to fill as a result of those auditions, with no predeterminations having been made as to who will be hired. Musicians taking such auditions should only do so with the intention of accepting the position if it is offered.
 - b. Auditions should be advertised in appropriate places, including the International Musician. Notices should be clear and complete, specifying the position intended to be filled by the auditions, the person to contact in response to the notice and the dates that applications are due and that auditions should be held. Notices should appear far enough in advance for interested Musicians to apply and adequately prepare.
 - c. All applicants should be sent written responses to their applications. Invited applicants should be sent clear instructions setting forth the date, time and place of the audition, the complete audition repertoire (excluding sight-reading repertoire) and parts for announced excerpts not generally available. All parts supplied by the Orchestra should be legible and identical for all candidates.
 - d. Applicants should be given notice that if they choose not to attend the audition they should promptly notify the Personnel Manager or other designated person.

3. Conduct of Auditions

a. In preparing for and conducting auditions, all participants should be aware of policies and procedure governing those auditions, including this code.

b. Although the existence and composition of an audition committee and the nature and extent of its participation in auditioning and hiring is determined locally, Musicians' involvement should at least include the initial screening of applicants.

c. Applicants should not be disqualified from auditioning on the basis of information about them obtained from current or previous employers or from other institutions to which they have applied.

d. Auditionees should be given sufficient time and, to the extent possible, adequate private facilities in which to warm up and practice.

e. Parts supplied by the Orchestra for auditions should be in good condition, legible and clearly marked as intended to be played at the audition.

f. There should be no discrimination on the basis of race, sex, age, creed, national origin, religion, or sexual preference; steps ensuring this should exist in all phases of the audition process.

g. There should be reasonable accommodation for the handicapped.

h. Auditionees should be given opportunity and encouragement to comment, anonymously if desired, to the audition committee and management about the audition process.

i. Auditionees should be notified of their status in the audition process immediately upon such determination. Candidates under active consideration after auditions are completed should be so notified and given an estimated time of final decision.

j. Auditionees should be informed prior to auditions of the Orchestra's policy regarding reimbursement of auditionees' expenses for additional stay or travel incurred at the request of management.

4. A joint committee of representatives of MOMC, ICSOM and the AFM Symphony Department shall be established to oversee and review this code periodically.

APPENDIX B

PERSONAL SERVICE AGREEMENT

This AGREEMENT made on this **(date)** by and between the Eugene Concert Choir (ECC) and **(name)** (Musician).

1. ECC agrees to engage Musician as **(position)** in the Eugene Concert Orchestra for the **(dates)** Season, at **\$(amount)** per service, for an estimated **(number)** number of services.
2. Musician agrees to attend all rehearsals and performances for which s/he is scheduled to play.
3. In consideration of the foregoing, Musician shall be paid no later than the last day of each month for services performed through the 20th of that month. Services performed after the 20th day of each month may be carried forward to no later than the next pay period.
4. Musician agrees to wear uniform as may from time to time be determined by ECC.
5. All terms and provisions of the Master Agreement for the **(dates)** Season between ECC and the A.F. of M Local 689 are hereby incorporated in this Agreement with the same force and effect as if fully set forth herein.
6. Musician agrees to become a member of the A.F. of M. Local 689 within 30 days of employment as per the Master Agreement, and to maintain said membership in good standing throughout the term of this Agreement.
7. Musician is deemed to be an employee of ECC, which assumes full liability for payment of all services for which it contracts musicians.
8. Musician shall notify ECC of Musician's current address at all times. Any notices sent to Musician's address on file shall be deemed sufficient notice to Musician.
9. Musician hereby authorizes ECC to deduct from Musician's wages for each service and pay to A.F. of M Local 689 the work dues or fair share based on earnings as established by said Local.
10. Musician agrees to sign and return one copy of this Agreement to ECC no later than **(date)**.

MUSICIAN

EUGENE CONCERT CHOIR

Signature
Printed Name: _____

Representative Signature
Printed Name: _____