

EUGENE CONCERT ORCHESTRA
COLLECTIVE BARGAINING AGREEMENT
2023 - 2026

between

The Eugene Concert Choir

and

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

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into this **29th day of August, 2023** 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 2023-2024, 2024-2025, AND 2025-2026 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.

ARTICLE I: DEFINITIONS

- A. THE SEASON is the period from July 1 through June 30.
- B. 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:
 - i. A Concert Service is one utilized as a performance of the Orchestra (excluding dress rehearsals) at which an audience is present. A Concert Service will not exceed more than three hours.
 - ii. 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.
 - iii. 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.

- iv. A Dress Rehearsal is the final rehearsal for a performance.
 - v. 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.
 - vi. 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.
- C. THE ORCHESTRA is the Eugene Concert Orchestra, a part of the Eugene Concert Choir, or any subdivision thereof requiring a conductor.
 - D. AN ORCHESTRA MEMBER (Member) is a musician holding a fully executed individual Personal Service Agreement with ECC pursuant to this Collective Bargaining Agreement.
 - E. STANDARD ORCHESTRA is the group of musicians indicated on page 10, who have auditioned and are on the tenure-track or are already tenured.
 - F. 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.
 - G. PROVISIONAL STATUS. An orchestra member who has auditioned and been awarded a Standard Orchestra tenure-track position will be employed provisionally for the first four concert cycles. After the fourth concert they shall be considered for tenure or termination. A Provisional Status position receives compensation for the designated number of Guaranteed Services
 - H. TENURED STATUS. An Orchestra member who has auditioned and been awarded a Standard Orchestra position, has successfully completed the provisional membership period and been accepted as a Tenured Member. A Tenured Member receives compensation for the designated number of Guaranteed Services
 - I. CONCERTMASTER is that Member who has been awarded a Personal Service Agreement to serve as outside first-stand violin 1.
 - J. PRINCIPAL PLAYERS are those Members who have 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, and

timpani 1, as well as any additional family of instruments added to the Standard Orchestra (trombone, tuba, percussion, harp, etc...).

- K. SECTION PLAYERS are those Members who have been awarded Personal Service Agreements to serve in any orchestral capacity other than Concertmaster or Principal.
- L. ASSISTANT CONCERTMASTER is that member who has been awarded a Personal Service Agreement to serve as inside first stand violin 1.
- M. AUXILIARY INSTRUMENTS include, but are not limited to, bass clarinet, contrabassoon, cornet, trombone, English horn, piccolo trumpet, piccolo, harp, and percussion. Orchestra Members playing auxiliary instruments are not eligible to receive principal pay unless they serve as Principal of the larger section.
- N. 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.
- O. TRAVEL TIME is time actually spent in transit on transportation provided by ECC.
- P. A PERSONAL SERVICE AGREEMENT is an agreement issued to those musicians contracted on a per-service basis.
- Q. OVERTIME is any additional time, except for the grace period permitted by Article 3.
- R. SUSPENSION is a disciplinary action by which a player is replaced with or without pay for one or more services.
- S. A CONCERT SET is the rehearsals and associated performances for each of ECC's regularly scheduled concerts.
- T. An ACCOMPANIST is ECC's regular keyboard accompanist(s) who perform(s) onstage with ECC, and is not required to be a Union member. ECC accompanists are not included in this CBA

ARTICLE II. UNION MEMBERSHIP AND WORK DUES

- A. 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 their 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.

- B. 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.
- C. AFM membership is not a prerequisite to taking part in auditions. 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.

ARTICLE III. SCHEDULING

- A. 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.
- B. 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 they have declined the service within seven days of notice of the additional service.
- C. 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.
- D. 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.

ARTICLE IV. ATTENDANCE

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

- B. Any Member not present and seated at the scheduled starting time may be deemed tardy. Reduction of wages for an unexcused tardy will be applied. The Orchestra Personnel Manager has discretion to determine whether the Member's tardiness is excused.
- C. A Member who is unable to perform a service for which they are 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:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. An excused Member shall not be paid for the missed service, but shall not be otherwise penalized.
- D. A Member who misses a service and who is not excused shall be deemed unexcused. An unexcused Member shall not be paid for the missed service. 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.

ARTICLE V. WAGES, GUARANTEED SERVICES, FINES AND OTHER COMPENSATION

A. WAGES:

- i. Wages for all ECC services for Section members for the period of this Agreement shall be \$135.34 for Section Members for 2023-2024, \$144.82 for Section Members for 2024-2025, and 153.51 for 2025-26. This represents a 14.6% increase for 2023-2024, 7% increase for 2024-2025, and a 6% increase for 2025-2026. Principal and assistant concertmaster 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.

- ii. 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

- iii. 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.

B. GUARANTEED SERVICES: All Standard Orchestra Tenured and Provisional Members will be guaranteed three (3) services per concert season, and will be compensated accordingly. If a Member declines the guaranteed services, that Member would forfeit the guaranteed compensation. If a Standard Orchestra Tenured or Provisional Member's service are not required during the concert season, that Member's compensation for the three (3) guaranteed services will be remitted at the end of the season in June.

C. DEDUCTIONS AND FEES:

- i. Unexcused Absence: Orchestra Members will not be paid for the missed service due to unexcused absence
- ii. Tardiness: A pro-rata deduction to the nearest dollar, in fifteen-minute increments.
- iii. Unreturned Music: A Member who fails to return music within three days after the final performance, or loses the part entirely, shall be responsible for any Fees incurred by ECC as a result of the loss or late return of the music.

D. OTHER COMPENSATION:

- i. 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.
- ii. 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

- iii. 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

- iv. Travel Reimbursement Policy: 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 40 cents per mile. Reimbursement shall be made for every mile after the first 20 miles each way, up to a maximum of \$70.00 per round trip. Two services in one day shall constitute a single round trip.
- v. 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.
- vi. 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.

ARTICLE VI. AUDITIONS

- A. 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.

- i. 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.

- ii. The Personnel Manager or their 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 or brass 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.
- B. 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.
- C. 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 may 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.
- D. 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.
- E. FINAL SELECTION. Final selection of a tenured-track Orchestra Member will be made by consensus of the Audition Committee. In the event no consensus is reached, then Audition Committee, excluding the Artistic Director, will together select one first-choice candidate, and the Artistic Director shall also designate their 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.
- F. 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.
- G. RECORDINGS. Recordings submitted by applicants may be used to screen applicants. Such recordings may not be used in comparison with live performance.
- H. 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 covered

under this Collective Bargaining Agreement. In cases where a substitute musician is needed on less than 72 hours' notice, the Artistic Director may hire such substitute at their discretion.

ARTICLE VII. SEATING

- A. With the exception of 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. Alternatively, the Concertmaster and Principal Second violin may collaborate on seating decisions for the first and second violins together, with approval of the artistic Director. 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.

ARTICLE VIII. PROVISIONAL AND TENURE STATUS

- A. An orchestra Member who has auditioned and been awarded a Standard Orchestra position will be employed provisionally for the first four concert cycles. After the fourth concert they shall be considered for tenure or termination.
 - i. The granting of section musician tenure status shall be considered by the Artistic Director in consultation with the principal of the Provisional Orchestra Members' section.
 - ii. The granting of principal musician tenure status shall be considered by the Artistic Director in consultation with the concertmaster and at least two principals of the Orchestra.
 - iii. The granting of tenure to the concertmaster shall be considered by the Artistic Director in consultation with at least five principals, including woodwind, brass, and at least two strings.
- B. At any time during an Orchestra Member's provisional employment the Artistic Director or Provisional Orchestra Member may request consultation regarding the member's progress towards tenure. These consultations shall be attended by the Provisional Orchestra Member, the Artistic Director, and third party. The Provisional Orchestra Member may also request to have a representative from Local 689 and/or a member of the Orchestra Committee in attendance. These consultations shall be advisory only, are intended to provide guidance, and shall not be construed as any commitment regarding the granting of tenure status.

ARTICLE IX. TERMINATION, SUSPENSION, NON-RENEWAL AND CANCELLATION

A. TERMINATION OF A NON-TENURED ORCHESTRA MEMBER.

- i. Eugene Concert Choir may terminate the employment of an Orchestra Member on Extra, Temporary, or Substitute status without cause.
- ii. The Eugene Concert Choir may terminate the employment of any Orchestra Member on provisional status-for failure to perform artistic duties to the satisfaction of the Artistic Director; notice of the non-renewal shall be given to the Orchestra Member on or before March 1 of the current Season. In such case, the employment shall terminate at the end of the Season in which notice is given and the Orchestra Member shall have no right of protest except that the Orchestra Member shall have the right to play an audition before the Audition Committee prior to the decision becoming final. Said audition shall cover repertoire used during the Season in which the notice has been given, or excerpts of the Artistic Directors choice. The decision of the Audition Committee shall be advisory to the Artistic Director. The decision of the Artistic Director shall be final.

B. NON-RENEWAL OF A TENURED ORCHESTRA MEMBER. The only cause for non-renewal of a Tenured Orchestra Member shall be marked and severe inability to maintain the musical and artistic standards of the Orchestra. The procedure for non-renewal of a tenured Orchestra Member shall be as follows:

- i. The Artistic Director shall confer privately with the tenured member during the final 90 days of the Season preceding the Season in which non-renewal is contemplated. The Tenured Orchestra Member is entitled to have the union steward or other representative present at the meeting. The Artistic Director shall explain their complaints about the Tenured Orchestra Member's performance and a record of the meeting shall be made. The Artistic Director will communicate in writing to the player that they are in the first step of the non-renewal process. Minutes from the meeting will be made available to the Tenured Orchestra Member as soon as possible and no later than one week after the meeting takes place.
- ii. The Artistic Director shall notify and meet privately with the Tenured Orchestra Member being considered for non-renewal no later than November 30th of the Season during which the action is contemplated. At the meeting, the Artistic Director shall inform the Tenured Orchestra Member verbally and in writing of the reasons for the contemplated action. It shall be the Tenured Orchestra Member's right to have a representative of Local 689 present at this meeting. It shall be the responsibility of the Orchestra Personnel Manager to inform the Tenured Orchestra Member of their right to this representation.
- iii. The Artistic Director shall confer with the Orchestra Committee no later than December 1 to discuss contemplated non-renewals or demotions for the following Season. The Orchestra Committee shall discuss with the Artistic Director any

circumstances affecting the performance of an affected Tenured Orchestra Member but shall not have the authority to approve or disapprove the contemplated action.

- iv. The Orchestra Personnel Manager shall issue a written warning to the Tenured Orchestra Member of contemplated non-renewal for the succeeding Season no later than January 30th.
 - v. From January 30 to March 30, the Artistic Director and the Principal player in the section involved shall be available to work with the Tenured Orchestra Member to correct deficiencies.
 - vi. If the Artistic Director deems that the Tenured Orchestra Member's performance continues to warrant non-renewal, the Orchestra Personnel Manager shall give written notice of non-renewal to the Tenured Orchestra Member before March 30, with a copy to the Orchestra Committee and Local 689. If such notice is not given by March 30, no further action will be taken and the Tenured Orchestra Member will be offered a personal service agreement for the following Season.
- C. DEMOTION OF A TENURED MEMBER. Cause for demotion of a tenured member shall be a decrease in the member's ability to maintain the musical and artistic standards of the member's position while retaining the ability to perform within the standards of the Orchestra as a whole. Demotion shall be effected using the procedures and deadlines set forth for non-renewal of a tenured member. Demoted musicians shall have the same right of appeal as a non-renewed member.
- D. PRINCIPAL PLAYERS. A tenured Principal player who is not renewed for the following Season may remain in the Orchestra without re-auditioning if a position in the appropriate section will be vacant the following Season and the Artistic Director and principals in the appropriate family of instruments agree to offer them that position.
- E. APPEAL. A non-renewed or demoted tenured Orchestra member (Appellant) may appeal the decision of non-renewal or demotion in the following manner:
- i. The Appellant must file a written notice of appeal with the Orchestra Personnel Manager no later than April 10, claiming their demotion or non-renewal to be unjustified on the basis of artistic and/or procedural grounds. This written notice of appeal will initiate an appeal hearing unless a settlement is reached between the Appellant and ECC prior to scheduling said appeal hearing. The appeal hearing shall be conducted by the Appeals Committee and shall require testimony from, or on behalf of, the affected parties, an appeal audition, confidential discussion and a vote by secret ballot. The Appellant may choose a representative to offer said required testimony on their behalf. The Appellant's representative shall be allowed to listen to the appeals audition at the Appellant's discretion.

- ii. ECC shall be responsible for convening the first meeting of the Appeals Committee as soon as possible. At this meeting the ECC Artistic or Executive Director and Local 689 Union Steward will jointly explain the appeal hearing process, administer the election of the Appeals Committee Chair, and select a mutually agreeable date for the appeal hearing.
- iii. An Appeals Committee, consisting of five members, shall be convened to conduct the appeal hearing. The Appeals Committee shall be comprised of the Concertmaster, Principal of the section involved, and two other Tenured Orchestra Members. In the event the Appellant is a Principal player, a Principal from the same family of instruments shall be appointed by the Standing Audition Committee, at its sole discretion, to fill the final Appeals Committee position.
- iv. The appeal hearing repertoire shall be selected by the Artistic Director from repertoire performed by the Appellant during the current Season for the position played. The excerpts shall be similar in number and content to current ECO audition repertoire lists for the Appellant's position. The excerpts shall be distributed to the Appellant 30 days prior to the appeal hearing. The Appellant may also elect to play a selection of their choice in addition to the required appeal excerpts.
- v. The appeal hearing shall be administered by the elected Chair of the Appeals Committee. The appeal excerpts will be heard by the Appeals Committee and Artistic Director prior to the Artistic Director and Appellant's testimony. Following the appeal audition, the Appeals Committee shall hear testimony from the Artistic Director regarding the reasons for non-renewal or demotion. The Appeals Committee shall then hear testimony from the Appellant or their representative regarding the reasons they believe the non-renewal or demotion is not justified.
- vi. The Appellant and their representative, if one is present, shall then be dismissed. The Appeals Committee shall then consult the Artistic Director regarding the appeal audition. The Artistic Director shall then be dismissed, and the Appeals Committee, after due consideration and discussion, shall vote by secret ballot to determine if the non-renewal or demotion is upheld or overturned. Each member of the Appeals Committee shall have one vote.
- vii. Three votes of the Appeals Committee shall be required to overrule the notice of non-renewal or demotion. The votes shall be counted by the Orchestra Personnel Manager and Chair of the Appeals Committee. The vote count shall remain confidential.
- viii. The vote shall be considered conclusive, final and binding on all parties. The Chair of the Appeals Committee shall notify the Appellant of the results and send a copy of the results to the Association and Local 689. The Executive or Artistic director or their designate and Local 689 President or their designate may be

present to observe appeal hearings. They may not cast votes or participate in any discussions during the hearings.

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

ARTICLE X. PERSONAL SERVICE AGREEMENTS

- A. ECO may issue Personal Service Agreements in accordance with the repertoire planned for the Season. ECC may issue twenty-seven (27) personal service agreements, instrumentation designated below. This list is the ECO Standard Orchestra. These positions are eligible for tenure-track when auditioned. 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)

- B. 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 or email date. Upon written request from a Member, ECC shall grant a 15-day extension. In the event a Member does not sign and return their Personal Service Agreement within 30 days (or 45 days if an extension is granted) of postmark or email date, and does not otherwise notify ECC, the Member shall be considered to have declined the Personal Service Agreement.
- C. VACANCIES. Where Standard Orchestra positions are unfilled, a temporary musician may be issued a Personal Service Agreement for the season. These appointments cannot be considered for tenure.

- D. **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 Collective Bargaining Agreement, and each Personal Service Agreement shall include reference to this Collective Bargaining Agreement. Any new Member shall be provided with a copy of the current Collective Bargaining Agreement at the same time they are issued a Personal Service Agreement.
- E. **NOTICE OF ADDRESS.** Each Member shall ensure that the Personnel Manager is advised at all times of their 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.

ARTICLE XI. GRIEVANCES

- A. 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.
- B. The grievant shall communicate the grievance to the Orchestra 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.
- C. 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 their choice who is not a member of the Grievance Committee.
- D. 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.

ARTICLE XII. ORCHESTRA COMMITTEE

- A. 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.
- B. COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS. The orchestra Committee shall be a full participant in all Collective Bargaining Agreement negotiations, and shall be a signatory thereto. The Collective Bargaining Agreement shall not be amended except by writing executed by ECC, Local 689, and the Orchestra Committee.
- C. ADDITIONAL DUTIES. The Committee shall provide liaison between ECC and the Orchestra, and between Local 689 and the Orchestra. The Orchestra Committee shall inform the ECC and Local 689 of any grievance of Members. Committee may volunteer recommendations to the ECC or Local 689, and shall make recommendations when ECC or the Union seeks such recommendations.
- D. ORCHESTRA COMMITTEE MEMBER TERMS. When elected, an orchestra member may serve two years on the committee before either choosing to step down, or putting themselves up for re-election. Two terms may be served, after which the member shall step down for a minimum of two years. After this two year break a Member may run again for re-election.
- E. 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.
- F. 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.

ARTICLE XIII. UNION STEWARD

- A. 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.

ARTICLE XIV. DRESS

- A. 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.
- B. 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.

ARTICLE XV. BROADCASTING AND RECORDING

- A. The Member agrees to give ECC the right to make audio and video 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.
- B. 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.

ARTICLE XVI. MANAGEMENT RIGHTS

- A. 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.

ARTICLE XVII. BOARD REPRESENTATION

- A. 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.

ARTICLE XVIII. FUTURE NEGOTIATIONS

- A. 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.
- B. Negotiations for a period beginning July 1, 2026 shall commence no later than April 1, 2026.

ARTICLE XIX. RATIFICATION

- A. This Collective Bargaining 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.


ARTICLE XX. FORCE MAJEURE

- A. 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.


ARTICLE XXI. CANCELLATION OF SERVICES

- A. 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 AUGUST 29, 2023 BY THE EXECUTIVE DIRECTOR OF THE EUGENE CONCERT CHOIR AND AN AUTHORIZED OFFICER OF LOCAL 689, AMERICAN FEDERATION OF MUSICIANS


Diane Retallack, Executive Director
Eugene Concert Choir & Orchestra

Date: 8/29/23


Stephen Chong, President
Local 689, American Federation of Musicians

Date: 8/29/23

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 they are 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 Collective Bargaining 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 Collective Bargaining 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: _____