

COLLECTIVE BARGAINING AGREEMENT

between

THE RIVERSIDE SYMPHONY

and

**ASSOCIATED MUSICIANS OF GREATER NEW YORK, LOCAL 802
AMERICAN FEDERATION OF MUSICIANS, AFL-CIO**

EFFECTIVE: SEPTEMBER 11, 2023 – SEPTEMBER 10, 2028

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SCOPE OF AGREEMENT

AGREEMENT made this 1st day of May, 2024 by and between THE RIVERSIDE SYMPHONY ("The Employer" or Management") and ASSOCIATED MUSICIANS OF GREATER NEW YORK, LOCAL 802, AMERICAN FEDERATION OF MUSICIANS, AFL-CIO ("the Union"). The Agreement covers the wages, hours and terms and conditions of employment of all musicians ("Employees") employed by the Employer for symphonic, chamber orchestra, choral and opera in concert performance, composer readings, and rehearsals.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of all musicians it engages during the term of this Agreement, and recognizes the rights and obligations of the Union to negotiate the wages, hours and terms and conditions of employment of musicians and to administer this Agreement on their behalf.

ARTICLE 2 - UNION SECURITY AND DUES CHECKOFF

- A. All musicians covered by this Agreement shall, as a condition of employment, be members in good standing of the Union no later than the thirtieth day following the beginning of employment hereunder or the execution of this Agreement, whichever is later; provided, however, that those musicians who are members of the Union as of the date of signing of this Agreement shall remain so for its duration.
- B. The Employer agrees to deduct from each musician's pay lawful union dues, work dues and initiation fees, if any, and to remit same to the Union each time musicians are paid, in accordance with submission to it of lawful dues deduction authorizations signed by musicians.

ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Definition.**
A "grievance" shall be defined as a dispute between the Employer and the Union concerning the interpretation or application of a specific provision of this Agreement.
- B. **Procedure:**
All grievances shall be resolved in the following manner:
Step 1 - Any grievance shall first be taken up with the Employer by the musician, a Committee designated by the Union in accordance with its Constitution and By-Laws and/or a Union representative not later than sixty (60) days after the orchestra's last concert of the season in which the event which gave rise to the grievance occurred, or the date on which the Union knew or should have known of such event, whichever is the later. The parties shall attempt in good faith to resolve the grievance in a manner which gives effect to the terms of the Agreement. The Employer shall respond to the Committee and/or Union representative within ninety (90) days after the presentation of the grievance.
Step 2 - In the event that the Employer and the Union are unable to resolve the grievance at Step 1, the Union shall submit the grievance in writing to the Employer within thirty (30) days after the Employer's response at Step 1 and

the Employer, the Union and the musician or musicians involved shall meet within ten (10) days thereafter and make every effort to attempt to amicably resolve the grievance. All parties shall have a reasonable opportunity to present evidence, argument and witnesses in support of their respective positions.

Step 3 - If the grievance is not resolved at Step 2, the Employer or the Union shall have the right within sixty (60) days thereafter to submit the grievance for final and binding arbitration before a mutually agreeable impartial third party. If the parties are unable to agree upon an impartial arbitrator within five (5) days thereafter, either party may submit the grievance for arbitration to the American Arbitration Association in accordance with its rules and regulations. If appropriate, either party may request expedited arbitration.

C. The Arbitrator's authority shall be limited to the interpretation and application of the provisions of this Agreement. Such decision shall be final and binding and may be enforced by either party through appropriate judicial proceedings. The Arbitrator shall not have the authority to add to, subtract from, modify or amend any of the terms of this Agreement. The Arbitrator's fee and charges of the AAA shall be borne equally by the parties hereto. Both parties shall cooperate in making available to the other all information and evidence relevant to the processing of the grievance.

ARTICLE 4 - NO STRIKE - NO LOCKOUT

A. During the term of this Agreement, the Union, its officers, agents, representatives and members will not authorize, ratify, cause, permit, encourage or support any strike, work stoppage, slow-down, picketing or any other interference with the Employer's concerns, business or other activities.

B. In consideration of the Union's promises and undertakings set forth in this Article, the Employer agrees that there shall be no lockout of musicians during the term of this Agreement.

ARTICLE 5 – AUDITIONS

Unless expressly agreed otherwise by the Union and the Employer, auditions shall not be a condition of employment for musicians covered by this Agreement at any time during its term.

ARTICLE 6 - JOB SECURITY

A. Hiring Lists

1. The full orchestra shall consist of seven (7) first violins, six (6) second violins, five (5) violas, four (4) cellos, two (2) basses, two (2) flutes, two (2) clarinets, two (2) oboes, two (2) bassoons, four (4) horns, two (2) trumpets, two (2) trombones, one (1) tuba, two (2) percussion, one (1) keyboard and one (1) harp. If there is a change in Artistic Director, then a timpani chair shall be added to the Primary Hiring List (See Appendix A).

2. All musicians on the Primary Hiring List, Appendix A, shall be tenured musicians. Any changes on the Primary Hiring List will be as set forth below. Tenure shall be defined as those procedures which cause a musician to be placed, hired, retained and disciplined on the Primary Hiring List as per this contract.

3. Musicians on the Primary Hiring List shall be called first for all work performed by the orchestra when their instrument is to be used, except that when replacing principal players, the Music Director shall have the prerogative to engage substitutes who are not necessarily on the Primary Hiring List.

B. Scheduling and Notification:

1. The Employer shall furnish musicians on the Primary Hiring List with a schedule of rehearsals and concerts and availability forms as soon as possible. Availability forms must be returned to the Employer by musicians on the Primary Hiring List four (4) weeks prior to the first service of the season. The Employer shall notify the Union and orchestra committee in writing five (5) weeks prior to the commencement of the season, the names of all musicians on the Primary Hiring List who have not returned the availability form or a written request for a leave of absence.

2. All musicians completing and returning the availability form four (4) weeks prior to the start of the season shall be called first for the services specified on the schedule, subject to the provisions of Article A, Section 3, the specific repertoire and instrumentation needs of the program.

3. All dates, programs, and instrumentation listed on the original schedule are subject to change up to three (3) weeks prior to the start of the service period. Any musician unable to fulfill a service previously committed must notify the personnel manager at least three (3) weeks prior to the service.

4. Any offer of work which is not included on the initial schedule may be rejected by a musician without loss of credit against retention of tenure.

5. Requests by musicians to be absent from a service or services with less than two weeks notice shall not be unreasonably denied. The failure of a musician to appear or call at a scheduled service--barring extenuating circumstances such as a car accident, transit system disruption, etc.--may be deemed just cause for dismissal in accordance with the procedures set forth in Article G, Section 2 of this Agreement.

C. Attendance:

The Union agrees to open discussions with the Employer regarding attendance requirements if the number of subscription concerts increases to four (4) or more concerts in any season during the term of this contract.

If a musician on the Primary Hiring List does not perform any engagements over the course of two (2) years, he/she may be removed from the Primary Hiring List, upon consultation with the Orchestra Committee.

D. Order of Engagement:

1. String section seating shall be determined by the Music Director and/or Artistic Director of the orchestra in consultation with appropriate principals.

2. Members of any section (e.g. wind) shall be listed by chair (e.g. flute), and shall be offered employment when the scheduled program calls for such chairs.

3. If a principal player is unavailable for an individual engagement, the Employer is not obligated to automatically move up the next-person in the section. A substitute principal player may be hired after consultation with other principal players of the related section, who shall advise the Music Director and/or Personnel Manager.

E. Vacancies on the Primary Hiring List:

When filling a vacancy, the Music Director and/or Artistic Director shall consult with the principal of the section, or in the case of a principal vacancy with the related principals. The Employer in consultation with the Orchestra Committee will make best efforts to fill vacancies within two (2) years with a designated or probationary musician.

F. **Substitutes:**

Substitutes and extra musicians shall be hired after consultation between the Music Director, the Personnel Manager, and the Principal Player of the affected section who shall have had input from the section as a whole.

G. **Dismissal and Non-Reengagements**

1. **Probationary Musicians:**

A. The first two years of a new musician's service will be considered probationary. If a musician on the Primary Hiring List is chosen to fill a vacancy in a higher chair, he or she will be on probation for one season in the higher chair but will retain his or her tenure in the lower chair.

B. The Employer may terminate the employment of a probationary musician at the end of the first or at the end of the second probationary season of the musician's employment, except as specified in Article G (1) A, upon written notification to the affected musicians, the Orchestra Committee and the Union, no later than (1) week following the final Subscription Concert of the season.

C. The Employer will make reasonable effort, through the Music Director or Artistic Director, to communicate its dissatisfaction with a probationary musician in danger of not successfully completing his or her probationary period.

D. A probationary musician shall be notified in writing with copies to the Orchestra Committee and the Union, no later than one (1) week following the final subscription concert of the season that he/she has successfully completed his/her probationary period.

2. **Discipline and Non-Reengagement for Non-Artistic Reasons:**

The Employer reserves the right to dismiss any musician for Just cause subject to the grievance and arbitration provisions thus herein. Except where the severity of the matter warrants immediate dismissal, the Employer will give written notice of discipline or discharge for cause within a reasonable amount of time after the event giving rise to such notice, setting forth the reasons on which such notice is based. Copies of such notice will be provided simultaneously to the Orchestra Committee and the Union.

3. **Non-Reengagement/Demotion for Artistic Reasons:**

A. A tenured musician may, at the discretion of the Music or Artistic Director and in accordance with the procedures specified herein, be dismissed from the orchestra for failure to meet or maintain the artistic standards of the orchestra.

B. The Music or Artistic Director shall notify a musician on the Primary Hiring List that he/she (the Music or Artistic Director) is not satisfied. Said notification shall be in writing, and shall set forth the perceived deficiencies in detail, with copies to the Union and the Orchestra Committee. A meeting shall take place between the Music or Artistic Director, the affected musician, and an Advisory Committee consisting of the principal of the section and the Orchestra Committee.

1. If by the following concert in which the affected musician plays, the Music or Artistic Director is still not satisfied, he/she may issue a Notice of Non-Renewal in writing with copies to the Orchestra Committee and the Union, informing the affected musician, that he/she will not be reengaged for the next concert. The affected musician shall make him/herself available to perform on an engagement no later than one year from written notification.

2. If the musician wishes to appeal said determination, he/she shall do so within two (2) weeks of receipt of the notice by asking for review of the decision by the Advisory Committee, composed of the principal of the affected section and the Orchestra Committee.

3. If after its deliberations by majority vote and by secret ballot, and within one (1) month of the appeal by the affected musician, the Advisory Committee disagrees with the Music or Artistic Director's decision, but the Music or Artistic Director nevertheless persists in the original determination, the affected musician shall be engaged for the following concert on a probationary basis.

4. If after its deliberations and by majority vote and by secret ballot, the Advisory Committee agrees with the Music or Artistic Director's decision, then the affected musician shall be terminated at that time.

5. The Music or Artistic Director shall inform the affected musician, the Orchestra Committee and the Union in writing fourteen (14) days after the final probationary concert, whether or not he/she shall retain his/her status on the Primary Hiring List of the Orchestra. The decision of the Music Director shall be final and binding in accordance with the terms and conditions set forth in this agreement.

6. If the number of subscription concerts increases to four or more concerts in any season, or if there is a change in the Music and Artistic Directors, the Union shall have the right to reopen contract discussions on the dismissal procedure.

7. If there is a change in the Music and Artistic Directors, the Dismissal Procedure for Artistic reasons, as described above, shall not be initiated for at least two (2) full seasons: one (1) season under the outgoing Directors and one (1) season under the incoming Directors.

8. Copies of any warnings and/or discipline hereunder shall be sent simultaneously to the Committee and the Union.

9. String sections shall be listed alphabetically on the Roster, with the exception of principal players who shall be designated as such. All other section players shall be listed on the Roster in order of call and seating.

10. All current vacancies on the Primary Hiring List are to be filled as soon as possible, but no later than within two (2) years from when the position became vacant.

11. Primary Hiring List to be updated to reflect the current status.

H. **Leave of absence:**

1. Musicians on the Primary Hiring List who have completed three (3) years of continuous service as provided herein shall be eligible for unpaid leaves of absence of up to one (1) season within a five (5) year period. Approval of leaves of absence shall not be unreasonably denied.

2. Musicians on leaves of absence may be, but are not required to be, engaged as substitutes during the season in which they are on leave.

3. Requests for leaves must be submitted in writing by August 1 for the upcoming season.

ARTICLE 7 - MAINTENANCE OF BENEFITS

Musicians shall suffer no loss of compensation or established past practices in effect prior to the signing of this Agreement.

ARTICLE 8 - WAGES AND OTHER COMPENSATION

A. Performances: (2½ hrs. or less):

9/11/23 to 9/10/24	9/11/24 to 9/10/25	9/11/25 to 9/10/26	9/11/26 to 9/10/27	9/11/27 to 9/10/28
\$333.91	\$344.81	\$356.01	\$370.25	\$385.06

Overtime before midnight: One and one-half (1½) times the above hourly rate in segments of fifteen (15) minutes or fraction thereof.

Overtime past midnight: double the above hourly rate in segments of fifteen (15) minutes or fraction thereof.

Performance beginning at or later than midnight: one and one-half (1½) times the above performance scale for entire engagement.

Single works of up to three (3) hours may be performed at the above performance rate without the payment of overtime pursuant to past practice.

B. Rehearsals (ending no later than 7:00 P.M.):

9/11/23 to 9/10/24	9/11/24 to 9/10/25	9/11/25 to 9/10/26	9/11/26 to 9/10/27	9/11/27 to 9/10/28
\$67.11	\$69.21	\$71.46	\$74.32	\$77.29

The above figures shall be paid per hour; minimum call shall be two and one half (2½) hours.

Overtime: (paid for all time past last call, which must be made no later than twenty-four (24) hours before rehearsal, and must have a definite starting and ending time). One and one-half (1½) times the hourly rehearsal rate per thirty (30)-minute segment or fraction thereof.

Night rehearsals (ending later than 7:00 p.m.): Same scale, including overtime, as performance scale above in Paragraph A of this Article.

C. **Composer Readings:**

The Employer may schedule no more than two (2) composer readings per year consisting of no more than five (5) total two and one-half (2½) or three (3) hour services paid at regular rehearsal rates on the condition that the services take place in an academic setting. No more than fifty (50) people may attend two (2) of these services and tickets may not be sold to this event. Premiums shall be paid Health Benefits and Pension shall be paid in full at the rates outlined in Article 9 and 10 respectively.

D. **Doubling:** First double, twenty percent (20%) additional over total individual scale for engagement. Second and each additional double, ten percent (10%) additional over total individual scale for engagement.

The above doubling rates shall be paid to every musician playing more than one instrument with the following exclusions only: A, B^b and C clarinets; B^b and C trumpets; instruments within each separate category of percussion (timpani, mallets, drum set-miscellaneous percussion, and Latin instruments); tenor trombone and bass trombone; and high (F) tuba and tuba.

E. **Premium Pay:** A minimum of twenty percent (20%) additional pay shall be paid to the musicians playing in the following positions: Concertmaster, principal second violin, principal viola, principal cello, principal string bass, first flute, first oboe, first clarinet, first bassoon, first horn, first trumpet, first trombone, first percussion, tuba, timpani, harp and principal keyboard; all health and pension benefits paid under this Agreement shall be based on the pay received by the musician pursuant to this Agreement, and shall not include payments in excess of contractual scales.

F. **Chamber Music:** An additional twelve percent (12%) over and above total wages (including doubling, principal pay and overscale if applicable) shall be paid to any musician performing a composition which requires fourteen (14) or fewer musicians.

G. **Personnel Manager:** One hundred percent (100%) additional of total scale for engagement for the term of this Agreement.

H. **Cartage:** Where there is more than one (1) service in a day, and where there is a secure place for instrument storage, only one (1) round-trip will be paid except where the time between services exceeds five (5) hours, and the musician actually transports his or her instrument(s) between services.

For transporting eligible instrument(s) per round trip each session for the following: **Cello, Contrabassoon, Contrabass Clarinet, Bass Clarinet and Tuba.** Effective September 11, 2023, this amount shall be **\$30.00**. Effective September 11, 2025, this amount shall be **\$32.00**. Effective September 11, 2027, this amount shall be **\$35.00**.

Musicians playing **String Bass** effective September 11, 2023 shall receive the cartage payment of **\$50.00**. Effective September 11, 2025, this amount shall be **\$52.00**. Effective September 11, 2027, this amount shall be **\$55.00**.

Actual cost of cartage shall be paid to musicians playing the following instruments: harp, timpani, harpsichord, vibraphone, xylophone, marimba, bass drum, celesta, and other comparably bulky instruments.

I. **Mileage:** **\$16.00** for first twenty-five (25) miles from Columbus Circle; **\$11.00** for each subsequent twenty-five (25) miles or less from Columbus Circle.

J. **Tours and Run-Out Engagements:** The parties agree to meet at mutually convenient dates and times to review, discuss and possibly make agreed-upon changes to the current provisions. If no agreement is reached, the current provisions shall continue. The parties agree to negotiate separately concerning the additional compensation, terms and conditions of such work upon the playing of the first run-out and/or tour under this Agreement, and that in doing so they shall be guided by past practices in the local industry.

ARTICLE 9 - HEALTH BENEFITS

A. A contribution to the American Federation of Musicians Local 802 Health Benefits Fund ("802 HBF") shall be made by the Employer for the benefit of each musician covered by this Agreement in the following amounts:

Performance:

9/11/23 to 9/10/24 \$84	9/11/24 to 9/10/25 \$84	9/11/25 to 9/10/26 \$85.26	9/11/26 to 9/10/27 \$86	9/11/27 to 9/10/28 \$86
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Rehearsal:

9/11/23 to 9/10/24 \$31.50	9/11/24 to 9/10/25 \$31.50	9/11/25 to 9/10/26 \$32	9/11/26 to 9/10/27 \$32	9/11/27 to 9/10/28 \$32
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Weekly cap: Per engagement based on seven (7) consecutive days)

9/11/23 to 9/10/24 \$231.00	9/11/24 to 9/10/25 \$231.00	9/11/25 to 9/10/26 \$234.52	9/11/26 to 9/10/27 \$236.00	9/11/27 to 9/10/28 \$236.00
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In the event the Trustees increase the eligibility level of either Plan A or Plan B during the term of this Agreement, the Employer agrees to increase its contribution amount by the same percentage as the said increase in the eligibility level.

The Employer's contributions shall be remitted to the 802 HBF no later than ten (10) business days after the date of each payment to musicians and shall be accompanied by whatever documents or information may be required by the Trustees of the Fund.

B. During the term of this Agreement, a joint committee shall be formed to research, discuss, and if possible, make joint recommendations to the parties in the areas of hospitalization, catastrophic insurance, flexible spending account, etc.

C. On October 1, 2007, the Employer shall establish a Health Benefits Shortfall Fund, in the initial amount of \$5,000.00. Thereafter, on October 1 of subsequent years of this Agreement, the Health Benefits Shortfall Fund shall be replenished such that the existing balance in the Health Benefits Shortfall Fund shall be \$5,000.00 on October 1, 2008 and October 1, 2009, subject to necessary reductions to permit Musicians' use of the Health Benefits Shortfall Fund as detailed herein.

The purpose of the Fund shall be to provide musicians with an amount of money up to a maximum of \$500.00 ("the subsidy") per six month period which said musician needs in Employer contributions in order to qualify for either Plan A or Plan B. Beginning with the contribution period starting 1/1/2025 and as mandated by the Trustees of the Local 802 Musicians Health Fund, the maximum amount a musician may request will be two hundred and fifty dollars (\$250) per six-month period.

The procedure shall be that the musician must make application for the shortfall subsidy to the Union. The Union shall check the musician's records to ascertain the exact amount necessary for him or her to achieve the appropriate level of coverage. That amount will be divided equally among each of the freelance orchestras (i) for which the musician provides services and is a member

and (ii) which has a Health Benefits Shortfall Fund. The Union will then communicate the pro rata amount due from the Employer out of the Health Benefits Shortfall Fund.

ARTICLE 10 – PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's wages as defined in Article 8 of this Agreement (which shall be considered scale wages) to the American Federation of Musicians and Employers' Pension Fund. The 2010 AFM-EPF rehabilitation plan required a 9% increase which brought the pension contribution to 16.35%.

The most recent update to the AFM-EPF rehabilitation plan (June 2018) requires a 10% increase in employer contributions, bringing the amount equivalent to seventeen point ninety nine percent (**17.99%**) of each employee's wages.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Tax Deferred Annuity:

The Employer shall sponsor a 403b tax-deferred annuity plan provided there is no expense or administrative burden to the Employer.

ARTICLE 11 - PAYMENT TO MUSICIANS

A. All compensation to musicians required by this Agreement shall be paid to musicians at no cost to them within ten (10) business days of a service/engagement. The Employer shall make all lawful deductions and payments for, respectively, federal and state income and payroll taxes, unemployment insurance, social security, disability and, pursuant to Article 2 of this Agreement, union dues, and shall remit same promptly.

B. **Late Payment Penalty:** All payments and contributions due under this Agreement must be paid no later than ten (10) business days after the performance(s). For any payments made during the next ten (10) calendar days, two percent (2%) of the total amount due shall be added as a late payment penalty; an additional one percent (1%) shall be added if payment is made during the ensuing twenty (20) calendar days; and an additional one percent (1%) shall be added for each additional thirty (30) calendar days or fraction thereof the payment is made thereafter. In the event that late payments are imposed upon the Employer pursuant to this Article twice during a season, Union may require such Employer to thereafter post a bond for any subsequent engagement, such bond not to exceed the total gross payroll of such engagement. The Union shall have the right to institute an expedited arbitration proceeding upon seventy-two (72) hours notice in the event that the Employer fails to make any of the payments and/or contributions when due under this Agreement.

C. **Cancellation:** At least fourteen (14) days notice of cancellation of any service must be given or full payment therefor is immediately due.

ARTICLE 12 - SERVICE CONDITIONS

A. **Rehearsals:** Each rehearsal must be called with a definite starting and ending time for which payment at the applicable rate shall be guaranteed to all musicians. No rehearsal call shall be made for more than four (4) hours. No musician shall be required to remain for more than the time of the last rehearsal call. However, musicians asked to remain longer than the last call, and who elect to remain, shall be paid one and one-half (1½) times the rate(s) applicable to that rehearsal for all time over the last rehearsal call. Musicians shall be entitled to an excused absence from a rehearsal upon fifteen (15) days prior notice to the Employer for the sole purpose of attending an audition on no more than two (2) occasions in a season; provided, however, that musicians shall not be excused from a rehearsal for such purpose if the only time a piece will be rehearsed is at that rehearsal.

B. **Personal and Sick days, Bereavement Leave:**

1. Musicians who have been engaged by the Employer for a series of concerts will be granted a personal leave for illness, childbirth or death in family.

2. **Rehearsal release:** The Employer will consider requests for unpaid absences from rehearsals other than Dress Rehearsals. This privilege shall be extended to all roster members and will not be unreasonably denied. The Employer shall continue its liberal policy of granting such releases in accordance with past practice. Principal players shall not be excluded from such consideration.

C. **Rest Breaks:**

1. **Rehearsals:** Five (5) minutes for each one-half (½) hour of a rehearsal shall be set aside for breaks; there shall be at least twenty-five (25) minutes break in a two and one-half (2½) hour rehearsal and thirty (30) minutes break in a three (3) hour rehearsal. No rehearsal shall end with a break without the approval of a majority of the Orchestra. No break at the beginning of a rehearsal shall exceed ten (10) minutes.

2. **Breaks Generally (Including Rehearsals):** Musicians shall not be required to rehearse without a break for more than one and one-quarter hours (75 minutes); provided, however, that musicians may be required to play for up to one and one-half (1½) hours without a break if the performance time of a movement exceeds one and one-quarter (1¼) hours. No break shall be for less than ten (10) minutes away from the stand. Breaks in performances shall be no less than fifteen (15) minutes away from the stand without the agreement of the orchestra.

D. **Number of services and Cumulative Time of Services Per Day:** There shall be no more than two services in any one (1) day pertaining to the same program, and in no event shall more than six (6) hours of rehearsal of the same program be required in any one (1) day.

E. **Starting Time:** It is understood that the practice is, and shall continue to be, that at the beginning of a rehearsal or a performance, or when a performance or a rehearsal resumes after a break, all musicians are to be seated, warmed up, and ready to play for the downbeat. The call time of all performances shall be the time printed on tickets issued to the public.

F. Sound Checks may be scheduled to take place within the period from one and one-half (1½) to one-half hour before the performance (including ten minutes break time). Musicians are required to attend sound checks and shall be paid at the rate of one and one-half (1½) times the applicable rehearsal rate in accordance with the same rules as established for attendance at rehearsals. Sound checks may be scheduled only in the event that no previous rehearsal for that concert had taken place at the concert site. Minimum call for a sound check shall be one (1) hour.

ARTICLE 13 - NO DISCRIMINATION

There shall be no discrimination by the Employer or its agents against musician employees applicants on account of race, creed, color, sex, age, national origin, marital status, political affiliation, union or orchestra committee activity, sexual orientation or affectional preference. The Employer further agrees to make all reasonable accommodations for physical disability.

ARTICLE 14 – RECORDING

The recording language, as it pertains to recordings that are given to composers, as set forth in Article 14K of the collective bargaining agreement between American Composers Orchestra and Local 802 AFM, shall be deemed incorporated in this Agreement, by reference.

On a case-by-case Basis the Employer may request permission to make a recording on behalf of third party. All such requests must be made in writing to the Union no later than two (2) weeks prior to the recording date. If granted, the Employer shall take full and complete responsibility in writing for the use of any such recordings. All recordings are subject to a two-third's (2/3's) affirmative secret ballot vote of the performing musicians. Notice of any recordings shall be posted backstage prior to the performance.

The parties agree to meet at mutually convenient dates and times to discuss requests by the Employer for the possible use of archival tapes recorded under the terms of this Agreement for The Riverside Symphony.

No part of any engagement shall be recorded, reproduced or transmitted from the place of service in any manner or by any means whatsoever in the absence of a specific written agreement with the Union or the American Federation of Musicians relating to and permitting such recording, reproduction or transmission, except as otherwise provided herein.

A. At the beginning of the concert season (Labor Day - Labor Day), the Employer shall identify any and all performances which will be recorded for archival and/or grant application purposes and the Union will be notified in writing thereof. In addition, a notice will be posted at the place of recording prior to the performances.

B. In the event a recording is used by the Employer in any way other than as provided above, the Employer shall, in advance of any such use, advise the Executive Board of the Union in writing. In the case of use in a non-commercial radio broadcast, all musicians who performed the engagement and/or any music preparation personnel who performed services in the making of such recording, shall be paid one hundred fifty percent (150%) of the applicable wage scale and fringe benefits provided for in the National Public Radio Agreement. In the case of any other use, the Employer shall pay two hundred percent (200%) of the applicable wages and fringe benefits provided for in the applicable American Federation of Musicians Agreement.

C. Within fifteen (15) business days of the recording, the Union is to receive a copy for its files. Included with the recording will be a full personnel list of all participants in the recorded rehearsal or performance. In the event a tape is lost before a copy is sent to the Union a \$50.00 fine payable to MAP (Musicians Assistance Program) shall be paid by the Employer.

D. No recording produced under this Agreement shall be copied for any purpose other than for grant purposes or as set forth in paragraph C, above, nor shall the Employer permit any person to make any other copy of such recording.

E. The Union must receive verification of any grant application made in the name of the Employer in connection with any recording made pursuant to this Agreement.

F. Representatives of the Union shall be entitled to be present at any replay occasioned by the Employer of any recording produced under this Agreement.

G. No recording may be used by the Employer in connection with any dispute involving the issue of the competence of any participating musician(s).

H. This Agreement shall apply to all recordings produced during the term hereof and, as to such recordings, shall remain in effect for as long as any such recordings remain in existence, notwithstanding the termination of this Agreement.

ARTICLE 15 - MISCELLANEOUS

A. **Music Preparation:** Payments for any music preparation services used in conjunction with engagements performed shall comply with current Local 802 Symphonic Music Preparation Services or the General Working Conditions and Price List (non-symphonic), whichever is appropriate.

B. **Librarian:** Music preparation services used in conjunction with engagements performed shall be paid for in accordance with the then current Local 802 Symphony Music Preparation Services or the General Working Conditions and Price List (non-symphonic), as appropriate, except if performed by a member of management. The cost of supplies and shipping expensed, etc. shall be advanced to the Librarian upon presentation of a reasonable estimate.

C. **Virtual Orchestra Machine/Synthesizer:** A synthesizer shall not be used to replace an acoustic instrument except for harmonium. The Employer hereby agrees to use only live musicians for all its productions, performances and rehearsals and shall not use a virtual orchestra machine or any other mechanical, synthetic or technological device except upon the express, written consent of the Union.

D. **Definition of Service.** For the purpose of this Agreement the term called "service" shall be defined as including rehearsal, sound check and performance.

E. The names of orchestra members shall be printed in the program with the exception of children's concerts.

F. As soon as it is known, but not later than seven (7) days before the first service in an engagement, the Shop Steward and/or Union (whether on that engagement or not) shall receive a statement listing the entire personnel for the engagement, each individual's specific time calls, the start, break and end time of each scheduled service and any other information pertinent to provisions of the collective bargaining agreement (e.g., open rehearsals, archival or grant recordings, photographers, etc.).

G. The Shop Steward, elected by the orchestra, shall be recognized as having the authority to enforce all contractual provisions on behalf of the musicians and the Union in the event the management fails to do so.

H. **Electronic Filing:** The parties agree to an electronic filing of contract information. Representatives will work on the details of such electronic filing.

ARTICLE 16 - FINALIZATION OF NEGOTIATIONS

A. The parties hereto recognize and acknowledge that each, during the negotiations which culminated in this Agreement, has had the unlimited opportunity to submit and negotiate proposals upon all subjects as to which collective bargaining is required by applicable law, each has made all such proposals that it desired to make, and negotiations have been had regarding the same.

B. The parties, therefore, agree that neither of them, during the term of this Agreement, (except for contract renewal negotiations as provided for herein), shall have any right to require the other to engage in collective bargaining on any subject expressly covered herein, nor to sign any other agreement regarding any such subject.

ARTICLE - 17 - HEALTH AND SAFETY CONCERNS

A. The Employer will provide shaded work areas and cold soft drinks for all outdoor concerts where the temperature is expected to exceed 82 degrees.

B. The Employer agrees to consult with the Orchestra Committee and reach agreement on solutions when sound levels at rehearsals and concerts are excessive.

ARTICLE 18 - RATIFICATION

This Agreement is subject to approval by the Local 802 Executive Board, ratification by musicians of the Riverside Symphony pursuant to the By-Laws of the Union and approval by the Board of Directors of The Riverside Symphony.

ARTICLE 19- TERM OF THE AGREEMENT

Upon ratification in accordance with Article 18 hereinabove, this Agreement shall be in full force and effect from September 11, 2018 to and including September 10, 2023. Negotiations for a subsequent agreement shall be instituted no less than sixty (60) days before the termination hereof, unless the parties mutually agree to the contrary.

Dated this _____, day of _____ 2019

For the Employer:

For the Union:

The Riverside Symphony

Associated Musicians of Greater New York Local 802,
American Federation of Musicians, AFL-CIO

Anthony Korf
Print name

Karen Fisher
Print name

Managing Director
Print title

Financial Vice President
Print title

225 West 99th Street, New York, NY 10025
Address

(212) 864-4197
Phone number

E-mail address

**APPENDIX A
RIVERSIDE SYMPHONY
PRIMARY HIRING LIST**

VIOLIN

Natalie Genovia Cummins (Principal)
Lorra Baylis
Chris Cardona
Sylvia D'Avanzo
Judson Griffin
Irina Karlin
Conway Kuo
Kristina Musser
Louise Owen
Andrea Schultz
James Tsao
Robin Zeh

VIOLA

Sarah Adams (Principal)
Stephanie Griffin
Aurora Manuel
Ah-Ling Neu
Alissa Smith

CELLO

Greg Hesselink, (Principal)
Joseph Kimura
Peter Sanders

BASS

Gail Kruvand Moye (Principal)
Richard Sosinsky

FLUTE

Keith Bonner (Principal)

OBOE

Robert Ingliss (Principal)
Melanie Feld

BASSOON

Marc Goldberg (Principal)
Gina Cuffari

CLARINET

Alan R. Kay (Principal)
Jo-Ann Sternberg

HORN

Chad Yarbrough (Principal)
Leise Anschuetz Ballou II

TRUMPETS

Carl Albach (Co-Principal)
Louis Hanzlik (Co-Principal)

TROMBONE

Tim Albright (Principal)
John Rojak (bass)

TUBA

Kyle Turner (Principal)

PERCUSSION

Frank J. Cassara (Principal)

HARP

Stacey Shames (Principal)

PIANO/KEYBOARD

Christopher Oldfather (Principal)

SIDELETTER

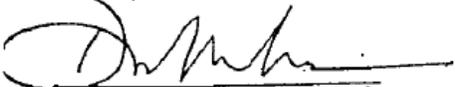
June 26, 2002

Mr. Anthony Korf
Artistic Director
Riverside Symphony Orchestra
225 West 99th Street
New York, NY 10025-5014

Dear Anthony:

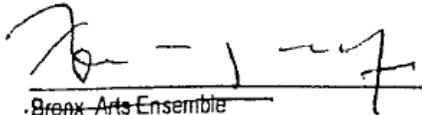
- A. Educational Services shall be defined as a pair of one (1) hour Children's Concerts not to exceed two and one-half (2½) hours in total elapsed time OR a one (1) hour rehearsal prior to a one (1) hour Children's Concert not to exceed two and one-half (2½) hours in total elapsed time, provided that the rehearsal is for material to be performed on the Children's Concert.
- B. There shall be a minimum of fifteen (15) minutes break time between any such rehearsal and/or Children's Concert(s).
- C. One (1) hour Children's concerts and/or rehearsals, as defined in A. above, may go overtime up to a maximum of five (5) minutes. In such event however, there shall be a minimum of twenty (20) minutes break time between any such rehearsal and/or Children's Concert(s).
- D. The wages for Educational Service shall be equal to individual Concert Performance Scale plus all applicable premiums and benefits, unless paid under approved Trust Fund rates.

Sincerely,



David Lennon, Assistant Director **PRESIDENT**
Associated Musicians of Greater New York,
Local 802, AFM

ACCEPTED AND AGREED TO:



Bronx Arts Ensemble

RIVERSIDE SYMPHONY