

**Collective Bargaining Agreement**  
**between**  
**Reno Philharmonic Association**  
**and**  
**The American Federation of Musicians, Local 368**  
**July 1, 2018**

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## **Preamble**

AGREEMENT entered into this 1st day of July, 2018 by and between The American Federation of Musicians, Local 368 ("Union"), and the Reno Philharmonic Association ("RPA"), a non-profit organization, on behalf of the Musicians employed by RPA ("Musicians").

WITNESSETH:

WHEREAS the Union and the RPA wish to enter into this Agreement governing wages, hours and other conditions of the employment of the Musicians of the Reno Philharmonic Orchestra (hereinafter referred to as "Orchestra"),

AND

WHEREAS the Union and RPA wish the Agreement to promote the principles of fair practice in employment of these Musicians, NOW, therefore, in consideration of the mutual covenants herein contained, and beginning with the statements immediately below, the following paragraphs will constitute our Agreement:

1. The RPA recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for all Musicians employed by the RPA.
2. If any provision of this Agreement is declared void or unenforceable by a proper authority, all remaining provisions of this Agreement will be unaffected and remain in force.

## **Article 1. Term of Agreement**

1.1. The term of this Agreement shall be for four years. It shall begin on July 1, 2018 and shall expire at midnight on June 30, 2022.

1.2. Negotiations for the next Agreement will be started by notice from either party on or before January 31 of the final Contract Year.

1.3. If neither party has requested negotiations on or before January 31 of the final contract year, this Agreement shall automatically renew, maintaining the provisions of the 2021-2022 Season, for a period of one year.

1.4. If negotiations for a new CBA are initiated, the CBA then in effect will remain in effect during the course of negotiations or for a period of one year from the time negotiations were initiated, whichever is earlier. This provision, 1.4, shall not supersede the one-year renewal period in section 1.3.

## **Article 2. Definitions**

2.1. RPA - Operates a symphony orchestra performing concerts of classical and other music guided as a non-profit organization by a Board of Trustees with a managerial staff and its own Music Director who answer to the Board.

2.2. Music Director - RPA Music Director responsible for the artistic affairs of the RPA as set forth by the Board of Trustees.

2.3. Management - The RPA or RPA representative usually but not necessarily the President & CEO, with authority to make decisions based on the desires and policies of the Reno Philharmonic Association.

2.4. Personnel Manager - RPA staff member who, under the direction of the President & CEO and the Music Director, engages Musicians and performs administrative duties as directed.

2.5. Librarian - RPA staff member responsible for the procurement, marking, and distribution of all music to be performed by the Orchestra.

- 2.6. Operations Manager - RPA staff member responsible for setting the performance area, coordinating all technical aspects of Services and Concert Sets, and other technical duties as directed.
- 2.7. Musician - An individual performer of music.
- 2.7.1 Contract Musician - Musician contracted by the RPA after a successful audition.
- 2.7.2 Principal Contract Musician – a Musician contracted by the RPA as a principal player after a successful audition.
- 2.7.3 Assistant Principal Contract Musician – a Musician contracted by the RPA as an assistant principal player after a successful audition.
- 2.7.4 Tenured Contract Musician – a Contract Musician who has successfully completed his/her probationary period.
- 2.7.5 Tenured Contract Union Musician – a Contract Musician who has successfully completed his/her probationary period and is a member in good standing of the American Federation of Musicians (AFM).
- 2.7.6 Non-Contract Musician - A Musician hired by the RPA on a per Concert Set basis.
- 2.7.7 Substitute Musician - A Musician hired by the RPA on a per Service basis to temporarily fill a Musician's position during a Service or Concert Set in the primary Musician's absence.
- 2.8. Union Steward - A Tenured Contract Union Musician selected by the Union to be present at all Services to look after the interests of all Musicians.
- 2.9. Orchestra - Collectively the Musicians hired by the RPA to perform classical symphonic concerts and other events as directed by the RPA Board of Trustees.
- 2.10. Players' Committee - A committee of Tenured Contract Union Musicians, who shall assist the Union in negotiations, enforcement and administration of the CBA.
- 2.11. Service - Rehearsal, Performance, or Sectional Rehearsal session of a Program.
- 2.11.1 Rehearsal - The preparation, by the required ensemble, of one or more musical works in a Program, led by a conductor in order to provide guidance and intention regarding musical interpretation, tempi, balance, etc.
- 2.11.2 Performance - The execution of a Program for an Audience.
- 2.11.3 Sectional Rehearsal - The preparation, by a specific section of the orchestra (Strings, Woodwinds, Brass, Percussion, or other group), of one or more musical works in a Program, led by a conductor, Section Principal Musician, or other Musician designated by the Music Director.
- 2.12. Program - The collected works of music to be performed by the Orchestra for a specific Concert Set.
- 2.13. Concert Set - The series of Rehearsal and Performance Services of a single Program
- 2.13.1 RPA Engagement – A Concert Set produced by the RPA
- 2.13.2 Outside Engagement – A Concert Set for which the Orchestra is contracted and paid by an organization other than the RPA
- 2.14. Contract Year - A period of twelve (12) months, from July 1 of a given year through June 30 of the following year.
- 2.15. Tuning Note - The tone played at the discretion of the Concertmaster for the purpose of tuning the Orchestra.
- 2.16. Anticipated Schedule Conflicts - A list of dates when the Contract Musician has individual conflicts with the announced schedule of Services.
- 2.17. Service Guarantee – The number of services guaranteed to Contract Musicians
- 2.18. Scale - The monetary per service compensation of the Musicians.
- 2.18.1 Adjusted Scale – the regular scale plus the percentage increase for the Concertmaster, Principal Contract Musicians, or Assistant Principal Contract Musicians.
- 2.19. Union - The American Federation of Musicians, Local No. 368.
- 2.20. Orchestra Employee Guidelines - A set of policies developed and published by the RPA pertaining to employment opportunity and employee department and safety.
- 2.21. Discover Music – Educational performances performed by small ensembles under the auspices of the RPA

2.22. Peer Review Committee – A committee of Tenured Contract Musicians formed to review the appeal of a Musician who has been demoted or notified of contract non-renewal.

### **Article 3. Musician Representation**

3.1. The Players' Committee acts as liaison between the Orchestra and the RPA, and between the Orchestra and the Union. The Players' Committee elects its own chairperson. A Players' Committee Member serves as a voting member of the RPA Board of Trustees

3.2. The Union Steward, or her/his designee, is a Musician acting as the Union's representative in the Orchestra, making sure that this Agreement is followed in the best interests of the Musicians.

3.2.1 She/he is appointed by the Union.

3.2.2 By way of compensation, the Union Steward's Musician work dues shall be waived.

3.2.3 The Union Steward may not be the Personnel Manager or the Librarian.

3.2.4 She/he shall be responsible to the Union for all activities of the Orchestra that may be covered by Union rules and the terms of this Agreement.

3.2.5 There shall be no penalty or discrimination against the Union Steward for actions taken in her/his capacities as Union Steward.

### **Article 4. Auditions and Contracts**

4.1. The following shall be the minimum regular complement of Contract Musician positions for the Orchestra. Positions will be specified within individual player contracts:

- Concertmaster
- Associate Concertmaster
- Principal 2<sup>nd</sup> Violin
- Assistant Principal 2<sup>nd</sup> Violin
- Principal Viola
- Assistant Principal Viola
- Principal Cello
- Assistant Principal Cello
- Principal Bass
- Assistant Principal Bass
- 20 Section Violins
- 8 Section Violas
- 6 Section Cellos
- 4 Section Basses
- 2 Flutes

- 2 Oboes
- 2 Clarinets
- 2 Bassoons
- 4 Horns
- 2 Trumpets
- 3 Trombones
- 1 Tuba
- 1 Timpani
- 1 Percussion
- 1 Harp
- 1 Piano

4.2. Auditions for any bona fide open chairs in the Orchestra (positions that do not have a contract awarded from the list in 4.1) shall be held within one (1) year of their vacancy.

4.2.1 Dates of auditions will be set by the Music Director with the concurrence of the Players' Committee.

4.2.2 If a current Contract Musician auditions and is awarded a higher level chair, then her/his chair will be held open pending her/his successful completion of the probationary period specified in Article 5.2. Upon the Musician's successful completion of the probationary period, the next-best qualified auditionee may be awarded the chair. If Tenure is not granted the Musician may resume her/his previous position.

4.3. An Audition Committee will hear all auditions for positions vacated in the Orchestra.

4.3.1 The Audition Committee will be comprised of the following:

- a) For every audition:
  - i) Music Director
  - ii) Concertmaster
- b) Additional members for a String audition will be:
  - i) Associate Concertmaster
  - ii) Principal Second Violin
  - iii) Principal Viola
  - iv) Principal Cello
  - v) Principal Bass
- c) Additional members for a Woodwind audition will be:
  - i) Principal Flute
  - ii) Principal Oboe
  - iii) Principal Clarinet
  - iv) Principal Bassoon
  - v) Principal Horn

- d) Additional members for a Brass audition will be:
  - i) Principal Horn
  - ii) Principal Trumpet
  - iii) Principal Trombone
  - iv) Principal Tuba
  - v) Principal Timpani
- e) Additional members for a Percussion audition will be:
  - i) Principal Timpani
  - ii) Principal Percussion
  - iii) Three (3) Principal Musicians from the brass and/or woodwind sections chosen by the Music Director, with the concurrence of the Players' Committee
- f) Additional members for a Harp or Piano audition will be:
  - i) Five (5) Principal Musicians from the String, Woodwind, Brass and Percussion sections, with at least one member from each section, chosen by the Music Director, with the concurrence of the Players' Committee
- g) The Personnel Manager shall be present as a non-voting member to:
  - i) Administer and coordinate the audition;
  - ii) Be responsible for tabulating and reporting results for Management

In the event the Personnel Manager is a required voting Audition Committee member, an RPA designee shall perform the duties normally provided by the Personnel Manager.
- h) The RPA President & CEO or representative shall be present as a non-voting member to represent the financial and administrative policies and concerns of the RPA.
  - i) A Players' Committee representative shall be present as a non-voting member to represent the concerns of the Musicians, and to verify vote tabulation.

4.3.2 Five (5) Audition Committee members present for any audition shall constitute a quorum. The decisions of the quorum shall be final.

4.3.3 Any musician whose spouse, member of her/his immediate family or other relative is auditioning, or who has a live-in arrangement with the auditioning musician may not serve on the Audition Committee.

4.4. Except as authorized above, only Committee members for each specific instrument group may be present to hear, discuss and vote on candidates' performances.

4.5. The Music Director shall determine the system under which auditions will be performed.

4.6. In the event of a vacancy, Management shall notify the Orchestra Musicians in writing, by mail, email or facsimile, of the existing vacancy at least six (6) weeks prior to the audition to fill the position.

4.7. Audition notices shall be sent by mail, email or facsimile, to the AFM Local office, to area schools and colleges, to area news media, and shall be advertised on a regional basis or as needed, no less than six (6) weeks prior to the given audition date.

4.8. All applicants must include a resume with the application. All audition applicants shall be provided with a repertoire list and music by the RPA when they are accepted for audition.

4.9. Candidates will perform alone behind a screen in a manner such that their identity will be unknown to the Audition Committee members. If necessary, some finalists may be selected from the preliminary round of auditions for a second round. Second round finalists will perform before the Audition Committee with or without the use of a screen. Finalists may be asked to perform with the Orchestra in an ensemble setting as part of the audition process.

4.10. The decisions of the Audition Committee shall be made within twenty-four (24) hours of the completion of auditions.

4.11. Audition Committee members shall vote on all candidates by secret ballot following any discussion. Any candidate securing a contracted position with the Orchestra must receive a majority vote of those Audition Committee members present. The Personnel Manager and the Union representative present shall be responsible for tabulating ballots. In case of a tie, the Music Director will break the tie. As part of the final selection process, the Music Director shall have the power to veto any candidate who receives a majority vote of those Audition Committee members present, which veto will be limited to one per season.

4.12. No applicant will be hired if the majority vote rules all applicants are musically unqualified.

4.13. The Personnel Manager, or Operations Manager, will serve as page throughout the audition process. This person is charged with monitoring and assisting the audition procedure and may not have any discussion of an artistic nature relating to the auditions or the candidates during the process.

4.14. Candidates will be notified in writing, by mail, email, or facsimile, by the Personnel Manager of the outcome of auditions within one (1) week of their audition. A letter of intent to secure services must be offered to any candidate who wins a position. The letter will indicate the first date of employment. The letter must be delivered in person or sent by mail (postmarked), email or facsimile within one (1) week of the audition date.

4.15. Voting Musician Audition Committee members and the non-voting Players' Committee representative will be compensated for the number of hours present for an audition at the hourly rate calculated based on their contracted scale.

4.16. Out-of-town Audition Committee members will be compensated for mileage costs to the site of auditions as per Article 9.12

## Article 5. Employment

5.1. A musician who has successfully auditioned under the provisions of Article 4 will be offered an Individual Contract under the terms of this Agreement.

5.2. All Contract Musicians are on probation for six Classical Concert Sets beginning with the first Classical Concert service after they have successfully auditioned. Following the third Classical Concert Set performed in her/his contracted position, each Musician under probation will be given a review meeting with the Music Director, Personnel Manager and a member of the Players' Committee present. The purpose of the meeting is to review the Musician's performance and provide suggestions if appropriate. The Music Director shall, at her/his discretion, grant or deny tenure or extend probation when six classical Concert Sets have been completed.

5.3. Individual Contracts entered into between the RPA and members of the Orchestra shall be on terms and conditions no less favorable than this Agreement. The attached Individual Contract is made a part of this Agreement and shall be a model for all Individual Contracts.

5.4. Within ten (10) working days following April 15 of each year each Contract Musician will receive a packet including a schedule of services for the following Contract Year, one (1) copy of this Agreement, and two (2) copies of the Individual Contract or Letter of Intent to Renew in the last year of this Agreement.

5.4.1 The Personnel Manager shall personally contact each Contract Musician by telephone or email to assure receipt of the packet. The Personnel Manager will mail a Registered-Return Receipt Requested notice to any Contract Musician who has not responded by telephone or email. Answering machine or Voice Mail contact of the Musician by the RPA will not be considered personal contact.

5.4.2 Within fifteen (15) days of receiving the packet as defined above, each Contract Musician will return to the RPA one (1) copy of the Individual Contract which they have signed as accepting the conditions of this Agreement, and a listing of their Anticipated Schedule Conflicts or assurance that they can attend all scheduled Services.

5.4.3 If the RPA has not received these items from the Contract Musician within fifteen (15) days of their telephone, email or Registered Mail notice (postmarked), the RPA may consider the contract offer null and void.

5.4.4 The Association is and has been committed to expanding the number of services and other employment opportunities for Musicians to the greatest extent possible.

a) The Association shall guarantee services to Contracted Musicians according to the following minimums per chair:

Group A — Sixty (60) Services  
Concertmaster  
Associate Concertmaster  
Principal 2nd Violin  
Assistant Principal 2nd Violin  
Principal Viola  
Assistant Principal Viola  
Principal Cello  
Assistant Principal Cello  
Principal Bass  
Assistant Principal Bass  
Principal Flute  
Second Flute  
Principal Oboe  
Second Oboe  
Principal Clarinet

Second Clarinet  
Principal Bassoon  
Second Bassoon  
Principal Horn  
Second Horn  
Principal Trumpet  
Second Trumpet  
Principal Trombone  
Principal Timpani

Group B — Fifty (50) Services

Contracted Section Violins  
Contracted Section Violas  
Contracted Section Cellos  
Contracted Section Basses  
Assistant Principal Third Horn, Fourth Horn  
Second Trombone, Bass Trombone  
Principal Tuba  
Principal Percussion  
Principal Harp

Group C — Thirty-Five (35) Services

Piano/Celeste

Group D – Classix Only (40)

Any Chair not currently filled may be advertised and auditioned by the RPA as a Classix Only Contract. The RPA must receive the approval of the Orchestra Committee before designating a chair Classix Only, such approval will not be unreasonably withheld.

- b) Musicians listed above who are offered fewer than the guaranteed minimum number of services shall be fully compensated for the minimum number indicated
- c) If, due to absences, a Musician performs fewer services than the guarantee for his/her position, the Musician shall only be paid for services actually performed. Service guarantees for any Musician hired after the beginning of a season shall be prorated, based on the length of the Musician's contract, which shall begin at the Musician's earliest availability.

5.6. The RPA shall first call the Contract Musicians covered by this Agreement for engagements produced by the RPA. It is understood that the RPA may produce programs by outside artists or musical organizations from time to time, as the RPA deems proper.

5.7. Non-Contract and Substitute Musicians shall be called to complete the complement of musicians required for each concert set. Such players will be hired by the Personnel Manager in consultation with the appropriate section Principal and with the approval of the Music Director.

5.8. Music Director may request that the RPA shall first call non-contract Musicians for engagements that include other than standard orchestra instrumentation with the approval of the Players' Committee. Approval shall not be unreasonably withheld.

5.9. A Contract Musician may voluntarily withdraw from membership in the Orchestra by written notice, signed by the Musician and sent to RPA, or by not returning the Individual Contract and Anticipated Schedule of Conflicts as specified above.

5.10. A Tenured Contract Musician may request a personal leave of absence without pay for up to one year without prejudice. The RPA must receive, in writing, the Musician's request for any leave of absence before June 1 prior to the Contract Year for which the absence is requested. The Musician may request no more than one additional year's leave of absence, provided that the request for the extension is made in writing before June 1 prior to the contract year for which the extension is requested. Extensions shall be at the discretion of the Music Director and subject to review without prejudice by the RPA. There shall be no additional extensions. A list of those persons on leave must be provided to the Players' Committee.

5.11. A Musician may take a leave of absence without pay for family or medical reasons as defined in the RPA Orchestra Employee Guidelines. (See Appendix A.)

5.11.1 Any circumstances falling outside the Guidelines will be dealt with by a committee comprised of equal numbers of members from the RPA and the Players' Committee.

## Article 6. Scheduling of Services

6.1. Musicians who miss more than the allowed absences as defined below for Classical Concert Sets may jeopardize the automatic renewal of their contracts.

5.5. This Agreement may not be interpreted as limiting the period of service of Contract Musicians.

6.2. Notification to Musicians of any schedule changes to performances, rehearsals, or sectional rehearsals initiated by the RPA will be made at least fifteen (15) days in advance of the change. The Personnel Manager will notify any Musicians not required for any scheduled Rehearsal or Performance Services no fewer than fifteen (15) days before the first Rehearsal Service of the Concert Set. Notification of any change in the Program or Instrumentation initiated by the RPA will be made at least thirty (30) days in advance of the first Rehearsal Service of the Concert Set.

6.3. If a musician must withdraw from a Classical Concert Set that they have previously agreed to perform, the Musician must inform the Personnel Manager at least fifteen (15) days prior to the first Rehearsal Service of that Concert Set.

6.4. Musicians may withdraw from a Concert Set in which they have previously agreed to participate with less than fifteen (15) days notice only for the following reasons:

6.4.1 Personal illness;

6.4.2 Obligations of primary employment - This does not include similar music performance employment (e.g., regional symphonic orchestra);

6.4.3 Family Emergency.

6.5. A Musician may miss one (1) Rehearsal Service per Classical Concert Set for as many as three (3) Classical Concert Sets per Contract Year, with the exception of Principal Contract Musicians who may miss one (1) Rehearsal Service per Classical Concert Set for as many as two (2) Classical Concert Sets per Contract Year. Excused absences shall not be unreasonably withheld. This does not include Dress Rehearsal Services, which will be excused by the Music Director only in extraordinary circumstances. If a Musician must miss a Rehearsal Service the Personnel Manager must be notified at least fifteen (15) days prior to the Rehearsal Service for that absence to be excused. The Personnel Manager may arrange for a substitute acceptable to the Music Director.

6.6. Contract Musicians may refuse no more than three (3) of the Classical Concert Sets offered, with the exception of Principal Contract Musicians who may refuse no more than two (2) of the Classical Concert Sets offered to maintain their contract status. Unexcused absences from rehearsals or concerts may be grounds for disciplinary action up to and including dismissal.

## Article 7. Length of Services

7.1. A Service shall be two and one-half (2-1/2) hours including one fifteen (15) minute break/intermission approximately halfway through the call. A Service begins at the scheduled start time.

7.2. Any portion of a Service that exceeds the length specified in Article 7.1 shall be compensated at an increased scale, except as stated below.

7.2.1 For the first fifteen (15) minute increment over the scheduled Service time (overtime) each Musician shall be compensated at 150% of her/his scale, regardless of prior notification that overtime would occur.

7.2.2 For the second fifteen (15) minute overtime period each Musician shall be compensated at 150% of her/his scale ONLY if overtime notification occurred at least 12 hours prior to the beginning of the given Service; otherwise, for the second fifteen (15) minute overtime period each Musician shall be compensated at 200% of her/his scale.

7.2.3 For additional fifteen (15) minute overtime periods each Musician shall be compensated at 200% of her/his scale, regardless of prior notification that overtime would occur.

7.2.4 Musicians shall receive additional break/intermission time at the rate of two and one-half (2-1/2) minutes per fifteen (15) minute overtime period.

7.2.5 Dress Rehearsal and Performance Services may run overtime by a maximum of five (5) minutes to allow continuance of a musical work already in progress. Musicians shall not be paid for this additional five (5) minutes.

7.2.6 Musicians shall not be required to remain in attendance for any overtime for which there was no prior notification.

7.3. Musicians are required to be in their appropriate places, ready to take the Tuning Note at the scheduled start of a Service and at the conclusion of a break/intermission. At the conclusion of a break/intermission the Union Steward will give an audible signal to alert the Musicians that the Service is about to resume. A five (5) minute courtesy call prior to the scheduled start time is requested for all Musicians to be on stage or back stage.

7.4. Young People's Concerts consisting of one (1) or more performances of the same Program, each separated by an intermission of at least fifteen (15)

minutes, shall represent one Performance Service. If the total time exceeds two and one-half (2-1/2) hours, then overtime will be paid per the terms stated above.

7.5. Discover Music services shall not exceed ninety (90) minutes and may include one or more performances.

7.6. RPA may schedule a three (3) hour dress rehearsal Service compensated at 125% of scale under the following conditions:

7.6.1 The concert which is being rehearsed is a Family, Pops, Gala, or Young People's Concert and only one rehearsal is scheduled. No other concerts (Ballet, Classix etc.) are eligible for a three (3) hour service compensated at this rate.

7.6.2 The RPA must provide fifteen (15) days notice or the service will be compensated as overtime as defined in article 7.2.

## Article 8. Service Requirements

8.1. Concert attire shall be determined by the RPA, in consultation with the Players' Committee. Unless otherwise informed by the RPA, Musicians will be expected to adhere to the following dress code. Musicians who are noncompliant will be issued a verbal warning from the RPA. Continuous and additional offenses may result in suspension from future performances.

8.1.1 Classical Concerts and Young People's Concerts:

Men (Clean and pressed):

1. Tuxedo pants & jacket
2. White tuxedo shirt
3. Black bow tie
4. Black dress socks
5. Black dress shoes/dress boots
6. Minimal silver, gold, or black jewelry
7. No cologne

Women (Clean and pressed):

1. Solid color black dress pants with black hosiery/socks
2. Solid black, below the knee (when sitting) to full-length dress or skirt with black hosiery/socks  
(Attire should not be tight fitting or have slits above the knee)

3. Solid color black blouse with modest neckline and no skin showing mid-body or above the elbow
4. Clothing material may include black opaque lace, black sequins
5. All black dress shoes/dress boots
6. Minimal silver, gold, or black jewelry
7. No perfume

8.1.2 Summer outdoor concerts:

Men:

1. Same attire as for Classical Concerts
2. Jackets may be removed at the musicians' discretion

Women:

1. Same attire as for Classical Concerts
2. Blouses may be black or white with shorter sleeves allowed

8.1.3 Pit:

Men:

1. Solid black dress pants
2. Solid black elbow-length or longer dress shirt or turtleneck
3. Black shoes with black socks

Women:

1. Same attire as for Classical Concerts
2. Solid black elbow-length or longer dress shirt or turtleneck
3. Black shoes/boots with black hosiery/socks

Additional Notes for ALL CONCERTS:

1. Classical concerts require formal attire—clean and pressed
2. No jeans, sweats, athletic pants, leggings, yoga pants
3. No tee shirts
4. No nude hosiery or lack of hosiery/socks
5. No hats
6. Every attempt should be made to dress professionally
7. Accessorizing should be minimal and not be a distraction to audience members

8.1.4 Special Attire - as requested by the employer after approval of the Players Committee.

8.2. All due consideration will be given by the RPA for the health, safety and comfort of Musicians and their



instruments at all times. On those occasions during Rehearsal or Performance Services when working conditions create concern among Musicians, a representative of Management and a Players' Committee Representative shall jointly decide what course of action is warranted. The RPA will negotiate, in consultation with a representative from the Players' Committee, suitable, specific working conditions for programs occurring in outdoor venues. Each Musician is solely responsible for the security of their personal property.

8.2.1 The RPA shall provide adequate protection from inclement weather. Musicians shall not be required to perform in direct sunlight or rain.

8.2.2 The RPA shall use its best efforts to ensure that the temperature at any outdoor service is not less than 63 degrees Fahrenheit nor more than 85 degrees Fahrenheit.

8.2.3 Musicians shall not be expected to perform any Service under adverse conditions, which shall include inclement weather, sun and wind. A committee comprised of the President & CEO, Personnel Manager and Chairperson of the Players' Committee, or her/his designee, shall determine whether or not to hold or continue a Service.

8.2.4 It is understood that outdoor Services require flexibility on the part of both the Orchestra and the RPA.

8.3. At all Performance Services the Musicians will make their best effort to be onstage or backstage, in Concert Attire, and ready to play at least five (5) minutes before their announced starting time.

8.4. For each Program the Musicians will, within reason, have the music prepared before the first Rehearsal Service with attention having been paid to any instructions or markings provided when the music folder is made available.

8.5. In matters pertaining to attendance, concert attire, and deportment, the Musicians will comply with standards established by Management, the Music Director, this agreement and/or the RPA Orchestra Employee Guidelines. It is understood that it should be the intent of all concerned to extend normally accepted personal and professional courtesy at all times. In the event of willful flagrant and/or malicious behavior which is of such gravity and/or which constitutes such a threat to the Musicians or to the RPA as to require immediate action, the RPA will have the right to dismiss the musician immediately by serving written notice to the

musician with a copy to the union stating the reasons for the dismissal.

In the case of behavior of lesser gravity, the Association shall provide the following warnings:

8.5.1 After a first offense, either Management or the Music Director shall meet with the Musician concerning the problem. The Musician may request the presence of a Players Committee member.

8.5.2 After a second offense within the same season, the RPA shall note in writing to the Musician, with a copy to the Union, specific offenses and that such behavior is unacceptable and constitutes ground for dismissal from the orchestra or other discipline.

8.5.3 After a third offense within the same season, the RPA may terminate or otherwise discipline the Musician immediately by serving written notice to the Musician with a copy to the union stating reasons for termination or discipline.

8.6. Music folders will contain all music for a Concert Set and will include any other information necessary for musicians to prepare for the Concert Set including, but not limited to, Program order for Rehearsal and Performance Services, tacet sheets when applicable and other specific instructions.

8.6.1 Music for Classical Concert Sets will be available to all Musicians in the RPA office two (2) weeks prior to the first Rehearsal Service.

8.6.2 Music for all other Concert Sets, including all Pops concerts, Young People's Concerts and other engagements, will be available to all Musicians in the RPA office one (1) week prior to the first Rehearsal Service. It is understood that occasionally music may not be available to the Librarian on this schedule. In this case, Musicians will be provided with an approximate availability date.

8.6.3 For Classical Concert Sets, a minimum of one bowed original per stand will be provided for the string players. Original parts will be provided in the folder of the outside player in the case of the violin, viola, and cello sections. Musicians in the violin, viola, and cello sections seated on the inside of the stand will be provided a photocopy of the part bowed by the Principal of the respective section. Musicians in the bass section will be provided one original part per player when available, and a suitably sized, marked, bound photocopy when originals are unavailable.

8.6.4 All provided photocopies shall be no smaller in size than the original part.

8.7. Musicians will bring their music to all services and return their music to the Librarian following the final performance of a Program, unless otherwise directed. Musicians will be responsible for Program music in their possession and will pay replacement costs for damaged or lost music. Any markings made in the music will be done in erasable soft lead pencil (no ink or colors).

8.8. Musicians will provide the Personnel Manager with notice of their current addresses, telephone numbers, Social Security numbers and other necessary administrative information as requested and will immediately notify the Personnel Manager in writing, by mail, email, or facsimile, of any changes in this information during the season.

8.9. Musicians will notify the Personnel Manager if they will be late to a Rehearsal Service or if in an emergency they must miss a Rehearsal Service.

8.10. Rehearsal venues for Classical Services shall be available to Musicians at least one (1) hour prior to the given start time. Performance venues for Classical Services shall be available to Musicians at least one-half (1/2) hour prior to the given start time.

## Article 9. Compensation

9.1. All compensation and salaries will not be less than the minimum set forth below.

9.2. Musicians will be paid the same Scale (per service compensation) for every Service. The Scale to be paid during the term of this agreement is as follows.

2018-19 \$115.93

2019-20 \$119.40

2020-21 \$122.99

2021-22 \$126.68

This Scale applies to all regular symphonic events including the following:

9.2.1 Regular Reno Philharmonic subscription (Classical) Concert Sets;

9.2.2 Concert Sets where the Reno Philharmonic is advertised as the principal feature attraction;

9.2.3 Concert Sets in which the RPA is to receive at least one-half (1/2) of the net proceeds. Net proceeds are those funds realized which are over and above the fixed cost of any concert. The fixed cost should include payments of salaries to the Musicians, director, stage and sound technician, if any, and rental of facilities, required insurance and security expenses.

9.3. For performances held in or on casino/hotel properties or in other locations in which the Reno Philharmonic is hired as the performing orchestra by the casino/hotel and in which the casino/hotel is the sole recipient of profits from the event, the appropriate AFM casual scale as set forth by the Union at the time of the signing of this agreement will be the pay scale for such engagements. Name acts that contract with the RPA shall pay AFM casual scale.

9.3.1 The AFM casual scale shall not be in effect for events where the RPA is the sponsor or co-sponsor of the event or the sole recipient or co-recipient of at least 50% profit from the event, nor will it apply for non-profit benefit concerts.

9.4. Discover Music services will be paid at the current base scale throughout the contract period. Discover Music group leaders will receive an additional \$25 per service.

9.5. The Concertmaster shall receive no less than 200% of the Scale and for all other purposes is considered a Principal Contract Musician.

9.6. Principal Contract Musicians shall receive 120% of the Scale. Principal Contract Musicians shall include:

- Associate Concertmaster
- Principal 2nd Violin
- Principal Viola
- Principal Cello
- Principal Bass
- Principal Flute
- Principal Oboe
- Principal Clarinet
- Principal Bassoon
- Principal Horn
- Principal Trumpet
- Principal Trombone
- Principal Tuba
- Principal Timpani
- Principal Percussion
- Principal Harp
- Principal Piano/Keyboard

9.7. Assistant Principal Contract Musicians shall receive 110% of the Scale. Assistant Principal Contract Musicians shall include:

- Assistant Principal 2nd Violin
- Assistant Principal Viola
- Assistant Principal Cello
- Assistant Principal Bass
- Assistant Principal/3<sup>rd</sup> Horn

9.8. No Musician shall receive less than the applicable Scale.

9.8.1 In the event of an absence of a principal or assistant principal player during Rehearsal or Performance, the Music Director may fill the chair and subsequent vacant chairs at his/her discretion. The Substitute Musician performing in the principal chair shall be paid the principal scale.

9.9. Musicians required to play any instrument(s) in addition to that for which they have been principally engaged (known as Doubling), for a given Concert Set, shall receive additional compensation. Multiple Doubles are possible.

9.9.1 First Double - The Musician shall be paid an additional 20% of her/his adjusted scale for the second instrument played.

9.9.2 Additional Doubles - The Musician shall be paid an additional 10% of her/his adjusted scale for each additional instrument played.

9.10. Doubling applies to the playing of more than one instrument by one Musician in the course of a Concert Set, except where the playing of more than one instrument is a practice normally accepted in the music industry, such as: keyboards, clarinets (A and B<sup>b</sup>), French horns in various keys, trumpets (B<sup>b</sup> and C), and tubas in various keys.

9.10.1 Piano/Keyboard players required to play from actual Harp parts, not just cues, will be paid the Doubling rate. Harp players required to play from actual Piano/Keyboard parts, not just cues, will be paid the Doubling rate.

9.10.2 Percussion instruments shall be grouped together in categories. Any combinations from a category shall constitute an instrument. Categories shall be as follows:

a) Keyboard-style, pitched, mallet percussion instruments; e.g. bells, chimes, xylophone, marimba;

b) Standard, non-pitched, percussion instruments; e.g. bass drum, castanets, cymbals, gong, maracas, ratchet, snare drums, tambourine, triangle, wood block, bongos, congas, temple blocks, timbales, other similar percussive and small, sound-effect instruments;

c) Non-standard percussion instruments; e.g. wind machine, bulb-horn, tablas, bodhran;

d) Drum set;

e) Timpani

9.11. Musicians may indicate in their contracts whether the checks are to be mailed, direct deposited or whether they will be picked up at the RPA office. Paychecks will be ready for pick-up or mailing by noon the third working day following the final performance of any Program. Direct Deposit funds will be available by the fourth working day following the final performance.

9.12. The RPA shall pay transportation costs each way for each Musician traveling more than thirty (30) miles but less than seventy-five (75) miles one-way from his/her point of origin to the place of the Service. All musicians who qualify for travel compensation shall be paid a fixed rate of fifty (50) cents per mile over the thirty (30) mile minimum.

9.13. When the RPA provides transportation to the performance location other mileage reimbursement as noted above will be waived.

9.14. When a Musician is required to transport one of the instruments listed below, the RPA shall pay, at minimum, the following cartage fee per service performed. If secure storage space is provided and utilized, cartage will not be paid for services where the instrument is left in storage.

- Harp \$45
- Timpani (per drum) \$40
- Drum Set \$40
- Marimba \$40
- Synthesizer \$40
- Xylophone \$40
- Vibraphone \$40
- Chimes \$40
- Bells (Glockenspiel) \$40
- Amplifier \$40
- Bass Drum \$40
- Double Bass \$5
- Tuba \$5

9.15. If a Musician arrives at a Service or returns from break/intermission after the announced call time, or leaves a Rehearsal Service before its conclusion, pay will be deducted in an amount equal to one-quarter hour for each quarter hour segment of missed rehearsal time. Missing a portion of a quarter hour will be equivalent to missing the entire quarter hour.

## Article 10. Performance Evaluation

10.1 Tenured Contract Musicians may only be demoted or non-renewed because of an ongoing and serious inability to maintain her/his performance at the artistic performance level of the Orchestra.

10.2 No Music Director in her/his first or announced last Contract Year of employment as Music Director shall have the right to demote or non-renew a Tenured Contract Musician under this Article.

### 10.3 Warning Letter

10.3.1. The Music Director and Musicians are encouraged to maintain open, honest dialogue regarding music performance issues. Performance problems and/or desires should be communicated on an informal basis whenever possible.

10.3.2. The RPA may send any Tenured Contract Musician who is alleged to have failed to maintain her/his performance at the artistic level of the Orchestra a warning letter, but not before the Musician has played in a minimum of two (2) Classical Concert Sets during the Contract Year under the direction of the Music Director.

10.3.3. The letter shall state that its purpose is to give warning under this Article, and shall state the specific reason(s) for such warning. The letter shall also state the specific requirements, which, if fulfilled, will result in withdrawal of the warning letter. All written notices, either those of artistic concern or artistic deficiencies, shall contain clear and specific reasons.

10.3.4. The RPA shall send copies of this letter to the Players' Committee Chairperson and Local 368.

10.3.5. The Musician shall, upon request, receive a private conference with the Music Director to discuss the warning letter. The Musician may have a representative of Local 368 or the Players' Committee present at such conference as an observer. The RPA may also have an observer present at the conference. This conference shall

take place within twenty-one (21) days of receipt of the warning letter.

10.3.6. If the Musician complies with the requirements of the warning letter to the satisfaction of the Music Director, the warning letter shall be withdrawn. The RPA shall send a letter to the Musician confirming the withdrawal of the warning letter, with copies to the Players' Committee Chairperson and Local 368.

10.4. Demotion or Non-renewal: If the Musician does not fulfill the requirements set forth in the warning letter, the RPA may send the Musician a notice of demotion or non-renewal, but not until the Musician has played a minimum of two (2) Classical Concert Sets following receipt of the warning letter under the direction of the Music Director.

10.4.1. The notice shall state that its purpose is to give notice of demotion or non-renewal under this Article and state the specific reason(s) for demotion or non-renewal.

10.4.2. The RPA shall send copies of this notice to the Players' Committee Chairperson and Local 368.

10.4.3. The Musician's employment shall continue until the appeal process is completed, as per Article 10.6.

### 10.5. Composition of the Peer Review Committee

10.5.1. The Players' Committee shall be responsible for conducting elections for a Peer Review Committee. Said election shall be concluded by October 15 of each Contract Year in the following manner:

a. Tenured Contract Musicians of the Orchestra shall nominate and vote by secret ballot on a form prepared by the Players' Committee, for nine Peer Review Committee members and five alternates. Ballots shall not be counted at this time, but shall be sealed and kept under seal by the Players' Committee until the time specified below.

b. In the event any Musician appeals a notice of her/his demotion or non-renewal under Article 10.6 of this Agreement, the Players' Committee shall promptly count the ballots and report the results of the balloting to the RPA.

10.5.2 The following Musicians shall not be eligible to serve on a Peer Review Committee:

- a. Musicians holding management/supervisory positions;
- b. Musicians not returning the following Contract Year by reason of resignation or non-renewal;
- c. The appealing Musician, any member of the appealing Musician's immediate family or other relative, or any Musician who has a live-in arrangement with the Musician;
- e. Musicians under notice of demotion or non-renewal

10.5.3. The Players' Committee shall activate the Peer Review Committee for each and every appeal made by a Musician receiving either a notice of non-renewal or a notice of demotion.

10.5.4. Should at least a majority of the members of a Peer Review Committee feel that one or more of its members has a conflict of interest in a particular case, the members in question shall not take part in the proceedings and shall be replaced by an alternate.

#### 10.6 Appeals Procedure for Demotion or Non-Renewal for Artistic Reasons

10.6.1. Any Tenured Contract Musician receiving a notice of demotion or non-renewal shall have the right to appeal such notice to the Peer Review Committee by sending a written notice of appeal to the RPA, with copies to the Players' Committee Chairperson and Local 368, within twenty-one (21) days of receipt of such notice.

10.6.2. Selection of the Peer Review Committee shall follow the procedures set forth in Article 10.5. Once the members of the Peer Review Committee are designated, they shall select a Chairperson and a Secretary.

10.6.3. The Peer Review Committee shall conduct one or more hearings, as necessary. The hearing(s) shall be held in a timely manner, usually within twenty-one (21) days of receipt of the written notice of appeal.

10.6.4. At the hearing(s), unless it determines otherwise, the Peer Review Committee shall first hear from

the Music Director regarding the reason(s) for demotion or non-renewal. The Peer Review Committee shall then hear from the appealing Musician regarding the reason(s) she/he believes that the demotion or non-renewal is not justified. The Peer Review Committee may also hear testimony from witnesses, consider exhibits, or accept sworn affidavits, as it deems appropriate. The Music Director, Musician and any witnesses shall each testify in private before the Peer Review Committee.

10.6.5. The Peer Review Committee, after due consideration, shall vote by secret ballot on the question of whether the decision to demote or non-renew the Musician shall be upheld. Each member of the Peer Review Committee shall have one (1) vote. The decision of the Music Director shall be upheld unless at least five (5) of the nine (9) Peer Review Committee members vote to reverse the decision to demote or non-renew the Musician.

10.6.6. The Chairperson and the Secretary of the Peer Review Committee shall count the votes and report the result. Only the result, not the number of votes cast to uphold or reverse the decision to demote or non-renew, shall be revealed by the two members counting the votes.

10.6.7. No person, including but not limited to the RPA, the Union, the Players' Committee, or any Musician, shall harass, intimidate, or retaliate against any other person, including but not limited to any Peer Review Committee member, Musician, or witness, due to her/his participation in or use of the Peer Review procedure under this Agreement.

10.6.8. No warning or notification under this Article shall be valid unless timely given in writing and either delivered in person to the Musician or mailed to the Musician by certified mail, return receipt requested, with copies to the Players' Committee Chairperson and the Union.

10.6.9. Should the dismissal or demotion for any reason not become final, further dismissal or demotion proceedings for artistic reasons may not be brought against the Musician within the same Contract Year without the majority consent of the Peer Review Committee, and should the RPA in the subsequent Contract Year(s) wish to dismiss or demote the affected Musician, all processes heretofore described shall apply anew.

## Article 11. Grievances

### 11.1. Definition

11.1.1 A Grievance shall be defined as any complaint or dispute involving the interpretation, application, or alleged violation of any provision(s) of this Agreement or any matter made subject to the Grievance Procedure by explicit reference in the Agreement.

11.1.2 Grievances shall be settled in accordance with the procedures provided in this Article.

### 11.2. Discussion Process

11.2.1 The Musician(s) concerned shall, within ten (10) working days from the events which precipitated the Grievance, arrange to discuss the complaint with the RPA President & CEO.

11.2.2 The Music Director and/or representative(s) of the Union shall be involved in this discussion at the request of either the President & CEO or the Union.

11.2.3 Every effort shall be made to settle the Grievance at this level in an informal manner.

11.2.4 The RPA shall give a written reply within five (5) working days of the discussion as to the disposition of the Grievance.

### 11.3. Formal Process

11.3.1 In the event the Grievance is not resolved to the satisfaction of all parties by the steps in Article 11.2, the Grievance may be submitted to binding arbitration at the request of the Union.

11.3.2 To request arbitration the Union shall, within twenty (20) working days from the receipt of the RPA's written reply notify the RPA in writing that it desires arbitration of the unresolved Grievance. The notice shall state the following information with reasonable clarity.

- a) The exact nature of the Grievance;
- b) The act or acts complained of and when they occurred;
- c) The identity of the party or parties who claim to be aggrieved;

d) Any specific provisions of this Agreement which are alleged to have been violated

11.3.3 Failure to give such notice within the time specified shall constitute consent to the RPA's disposition to the Grievance and waiver of all rights to arbitration.

### 11.4. Arbitration

11.4.1 If arbitration is requested, the RPA and the Union shall forthwith select an impartial arbitrator to hear and arbitrate the Grievance.

11.4.2 If the parties are unable to agree upon the selection of an impartial arbitrator within twenty (20) days after the request for arbitration, the American Arbitration Association (AAA) shall be contacted by the Union and an arbitrator residing in Northern Nevada shall be selected from a list of seven (7) provided by the AAA. Should the parties be unable to agree upon a selection the AAA will be asked to appoint an arbitrator.

11.4.3 The fees and expenses of the arbitrator shall be shared equally by the Union and the RPA.

11.4.4 The arbitrator shall, after a full and fair hearing, issue a decision and /or award in writing, setting forth her/his findings of fact, reasoning and conclusions.

11.4.5 She/he shall base her/his decision on a full and complete review of all evidence and circumstances directly pertinent to the Grievance. She/he shall adjudicate the Grievance according to the Voluntary Labor Rules of the American Arbitration Association and shall issue a decision based on the preponderance of evidence, not on any higher standard of proof.

11.4.6 The arbitrator's decision shall be final and binding on all parties.

11.4.7 In no event shall the arbitrator have the power to modify this agreement in any way, but she/he shall not find any party to be in violation thereof for acting in a manner required by Federal, State, or local law.

## Article 12. Strike and Lockouts

12.1. The Union and its members, individually and collectively, agree not to engage in any slowdowns, strikes or stoppages of work and the RPA agrees not to

engage in any lockouts during the life of this Agreement unless there has been a refusal or failure, after request has been duly made, to participate in the grievance procedures or arbitration procedures pursuant to terms in this Agreement.

## Article 13. Dues Check Off

13.1. The RPA agrees to, and will, deduct from the scale wages of each Musician dues ("Work Dues") on account of Union membership; provided, however, that no such deduction shall be made except pursuant to a written assignment from each Musician employed hereunder authorizing such deductions. The RPA agrees to transmit to the office of the Union moneys deducted as provided herein no later than the seventh working day after each pay period.

## Article 14. Electronic Media

14.1. Except as otherwise explicitly provided in this Agreement, no Services, or any part thereof, shall be recorded, reproduced, or transmitted at or from the place of the Service in any manner or by any means whatsoever, by the RPA, or by any other entity, in the absence of a specific written agreement with the AFM International Office. Any Service to be broadcast via television or radio, taped or filmed or recorded in any manner will be done under the appropriate AFM agreement.

14.2. Should any recording created under the terms of this Agreement ever be utilized for any purpose not explicitly permitted herein, resulting in displacement of Musicians in rehearsal or performance, or the demonstration or marketing of services or product by any group or individual, national broadcast, phonograph records, commercial announcements, or background music for any type of sound or film program, the RPA agrees to fulfill all conditions required by the appropriate agreement of the AFM, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

14.3. Notwithstanding the foregoing, the RPA is hereby authorized to:

14.3.1 Designate a qualified recording engineer to make audio and/or video recordings of each Classical Concert Set for archival purposes ("Archival Recordings"). Archival Recordings shall remain at all times in the custody of the RPA. The RPA shall not allow any use of an Archival Recording, except as follows:

- a) For review by the Music Director and Contract Musicians.
- b) For the preparation and distribution of personal use study recordings to guest performers with the Orchestra, Musicians, members of choral groups scheduled to perform with the Orchestra, or composers of works performed by the Orchestra; provided that the RPA shall in all instances comply with the terms and conditions of the applicable AFM agreement between the Union and the RPA.
- c) For the preparation of one or more "sampler" recordings representative of the Orchestra's performance during a specific Classical Concert season for the purpose of assisting the RPA in applying for funding grants or rating or certification by appropriate non-profit or symphonic trade organizations.
- d) For broadcast one time only on a delayed basis by the Reno-area local public radio affiliate (currently KUNR), without additional compensation to the Musicians.
- e) Archival Recordings or audio/visual material created under the provisions of this Agreement may be utilized in a local news or magazine type program and/or to specifically and exclusively promote the activities of the RPA and the Orchestra, to the extent allowed by the AFM Integrated Media Agreement dated April 2, 2015 or any successor agreement without additional compensation to the Musicians.

14.3.2 Archival Recordings shall be available by appointment in the RPA office for the Music Director, Musicians, and other authorized personnel.

14.3.3 Where the RPA makes personal use study recordings available as permitted hereunder, it shall do so only where the recipient agrees to use such recording solely for her/his personal, non-commercial purposes. In the event of any commercial use of such personal use study recordings, the RPA shall be subject to the provisions of Article 14.2 hereof.

14.4. The RPA may, for promotional purposes, and without any further compensation to the musicians, broadcast the portions of any performance or combination of performances at any one time on its own website as allowed by the AFM Integrated Media

Agreement dated April 2, 2015 or any successor agreement. The RPA may, in conjunction with its sponsors or partners, permit its sponsors or partners to provide a link on their websites to any recordings on the RPA website in accordance with the terms of the IMA and its successor.

14.5. The RPA may, for promotional purposes, broadcast such portions of any performance or combination of performances at any one time as allowed by the AFM Integrated Media Agreement dated April 2, 2015 or any successor agreement.

14.6. No Archival Recording, "sampler" recording or personal use study recording shall ever be used as evidence in any disciplinary, demotion, reseating or dismissal proceeding.

14.7. The Union shall assure that during each Concert Set, the Orchestra and the Union take the action called for under the applicable AFM agreement between the Union and the RPA to permit the making of any personal use recordings desired in connection with such Concert Sets.

### Article 15. Force Majeure

15.1. If by reason of accident, fire, flood, war, riot, insurrection, national emergency, or any other causes of

a similar nature beyond the reasonable control of the RPA, the cancellation or suspension of the concert season or any portion thereof is required, there shall be no liability upon the RPA by reason of such cancellation or suspension. Any cancellations or suspensions must be with the concurrence of the RPA and the Players' Committee.

### Article 16. Entire Agreement

16.1. The parties acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the RPA and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

16.2. The RPA and the Union shall, by mutual agreement, have the right to amend this Agreement.

### Signature:


This Agreement is subject to the ratification by the Union, as the bargaining agent for the Musicians, and the RPA Board of Trustees.

In witness whereof, the parties have hereunto set their hands and seals on the day and year first written above.

Reno Philharmonic Association

American Federation of Musicians, Local 368

Signed: 

Signed: 

Name: Eric J. Gangloff

Name: John Shipley

Title: Chairman

Title: President



# **APPENDIX A**

## **RENO PHILHARMONIC ASSOCIATION, INC.**

### **Orchestra Employee Handbook**

**Issue Date July 1, 2018s**

Reno Philharmonic Association, Inc.  
Orchestra Employee Guidelines

Collective Bargaining Agreement between Reno Philharmonic Association and The American Federation of Musicians, Local 368 - July 1, 2018

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## 1 Introduction

The following guidelines contain important information about the RPA and some of the policies developed to provide a safe and comfortable working environment for all employees. This document is not a contract of employment.

Since the information and policies described here are necessarily subject to change, revisions may occur. All such changes will be communicated through official notices, and changes may supersede, modify, or eliminate existing policies. Revisions may be implemented by Management after consultation with the representatives from the Players Committee, the AFM Local and RPA Staff.

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Orchestra Employee Guidelines

Collective Bargaining Agreement between Reno Philharmonic Association and The American Federation of Musicians, Local 368 - July 1, 2018

## **2 Equal Employment Opportunity**

Effective Date: 07/01/04

The RPA does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

The RPA will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any alleged discrimination in the workplace are encouraged to bring these issues to the attention of the Orchestra Personnel Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be in violation of this policy would be subject to disciplinary action.

## **3 Disability Accommodations**

Effective Date: 07/01/04

The RPA is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation, not the disability of the individual.

This policy is neither exhaustive nor exclusive. The RPA is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## **4 Family Leave (FMLA)**

Effective Date: 07/01/04

The RPA provides family leaves of absence without pay to employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider as defined by applicable regulations. A serious health condition does not cover minor illnesses or medical procedures where the treatment and recovery are brief (less than 3 days).

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Employees may request up to a maximum of 12 weeks of family leave within any rolling 12 month period,, measured backward from the date an employee uses any medical or family leave. Any combination of family leave and medical leave may not exceed this maximum limit. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12 month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

If an employee fails to return to work on the agreed upon return date, the RPA will assume that the employee has resigned.

## **5 Safety**

Effective Date: 07/01/04

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the RPA has established a workplace safety program. The Operations Manager has responsibility for implementing, administering,

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monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees should immediately report any unsafe condition to the Orchestra Personnel Manager or the Operations Manager.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Orchestra Personnel Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## **6 Workplace Violence Prevention**

Effective Date: 07/01/04

The RPA is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the RPA has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises or at its venues.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises or venues of the RPA.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a constituent, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Orchestra Personnel Manager or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work area, do not try to intercede or see what is happening.

The RPA will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of, or actual, violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action.

The RPA encourages employees to bring their disputes or differences with other employees to the attention of the Orchestra Personnel Manager or the General Manager before the situation escalates into potential violence. The RPA is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

## **7 Personal Hygiene**

Effective Date: 07/01/14

All Musicians, out of courtesy, shall refrain from using excessive perfume or cologne, and shall practice good personal hygiene.

## **8 Drugs and Alcohol Use**

Effective Date: 07/01/04

It is the RPA's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

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Orchestra Employee Guidelines

Collective Bargaining Agreement between Reno Philharmonic Association and The American Federation of Musicians, Local 368 - July 1, 2018

While on RPA premises and while conducting business-related activities off RPA premises, no employee may distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee or other individuals in the workplace.

Violations of this policy may lead to disciplinary action.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Orchestra Personnel Manager or the Operations Manager without fear of reprisal.

## **9 Harassment and Discrimination (In General)**

The Reno Philharmonic Association (the "RPA") is committed to providing a work environment that is free of discrimination and other non-work related tension caused by prohibited harassment. To that end, it has created a universal anti-harassment policy ("Reno Philharmonic Anti-Harassment Policy", or "RPA Anti-Harassment Policy") that applies equally to everyone associated with the Phil, including but not limited to employees, contractors, volunteers (including Board members and Chorus members), youth program participants and their parents/guardians or other family members attending youth program activities.

That RPA Anti-Harassment Policy, as such may be amended from time to time by the RPA, is incorporated into this Orchestra Employee Handbook by reference, and can be found at the following hyperlink <http://renophil.com/anti-harassment-policy/>, or a copy may be obtained by contacting the Orchestra Personnel Manager.