

PREAMBLE

WHEREAS, the Kennett Symphony of Chester County (hereinafter, the "KSCC"), a Pennsylvania not-for-profit organization, exists for the purpose of promoting among the citizens of Pennsylvania an interest in symphonic music.

WHEREAS, Local 21 American Federation of Musicians Incorporated of Delaware (hereinafter, the "Local"), a local of the American Federation of Musicians, has as its object to unite the music professionals of its jurisdiction and to establish a minimum scale of prices to be charged by members of the Local for services rendered and the enforcement of good faith and fair dealings between its members and those with whom they contract to play;

WHEREAS, the KSCC, the Local, and the musicians engaged by the KSCC for its orchestra mutually recognize that an agreement is in their respective interests and is intended to promote amicable and professional relations among the parties and enhance the quality of the KSCC performances and to that end establishing, maintaining, operating and developing the Kennett Symphony of Chester County to be of the highest artistic quality possible. This agreement should be interpreted so as to serve this objective;

Therefore, it is agreed as follows:

1. GENERAL

1.1. Parties to Agreement

This agreement (hereinafter, the "Agreement") executed as of March 20, 2023, is by and between the KSCC and the Local on behalf of the musicians who have contracted or may hereafter contract with the KSCC to perform as part of the KSCC at any time while this Agreement is in effect (hereinafter "Musicians").

1.2. Term of Agreement

This Agreement shall be effective upon execution and shall remain in full force and effect from March 20, 2023 until twelve o' clock midnight on August 29, 2025.

1.3. Union Representation

The KSCC recognizes the Local as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time professional musicians; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards in accordance with the certification issued by the Pennsylvania Labor Relations Board to Case No. PERA-R-21-86-E.

1.4. Union Membership

As a condition of employment, all musicians covered by this Agreement who are members of the Local on the execution date of this Agreement shall maintain their membership in the Local as a condition of employment, and those who are not members shall, no later than thirty-one (31) days following the date of execution of this Agreement, become a member of the Local and maintain such membership in good standing.

All musicians hired after the execution of this Agreement shall, no later than the thirty-first (31st) day after the commencement of their employment, become members of the Local and maintain such membership as a condition of employment. Maintenance of membership shall be interpreted to include the proper payment of the Local initiation fees, membership dues and work dues uniformly required.

Employees are entitled to be members of the Union or to refrain from such membership, to the extent permitted by law. Neither the KSCC nor the Local will interfere with such rights of the employees.

Notwithstanding, substitute musicians shall not be required to join the Local until they have played two concert sets in a season but will establish membership with the Local before being hired for a third concert set in any season.

1.5. Work Dues

The KSCC shall deduct, from the gross wages from all Musicians covered by this contract, the prevailing Local percentage rate for work dues. Such deductions shall be authorized by the employee in writing, which shall be provided to the KSCC, in the form attached hereto as Exhibit A. The Local shall provide work dues check-off authorization language to be included in every Schedule A member's annual PSA and for all hiring communications to be sent to prospective substitute musicians, and shall maintain communication to ensure that the prevailing rate is known to the KSCC. An authorization for this deduction shall be signed by all Musicians. These work dues shall be paid to the Local no later than ten (10) business days after the last service performed by the Musicians. Supporting documentation necessary to effectuate such payment shall be provided with the payment.

1.5(a) Indemnification

The Local shall indemnify and hold the KSCC harmless from all loss, cost, liability, damage and expense (including attorney's fees and court costs) suffered, incurred, or imposed upon the KSCC as a result of any claim, demand, suit, action, unfair labor practice charge, or any other legal or administration proceeding, made or asserted against the KSCC by or on behalf of any Musician on account of any allegedly wrongful or

unlawful suspension or discharge from employment or deduction from wage under the provisions of Articles 1.4 or 1.5 of this Agreement.

1.6. Union Access

The Local shall be permitted reasonable access to the Musicians whenever such access does not interfere with KSCC activities, or cause the KSCC to incur any expense.

1.7. Non-Prejudice

No Musician shall be subject to prejudice or penalized in any manner because of his or her Union activities, provided such activity does not disrupt the operations of the KSCC and provided the KSCC will not take an action without first consulting with the Union, where reasonably practicable.

1.8. Nondiscrimination

The KSCC and the Local shall not discriminate against any Musician on the basis of race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, veteran status or any other classification protected by law.

1.9 Union Steward and Orchestra Committee

The KSCC recognizes a committee of musicians (the "Orchestra Committee") to assist the Union in the enforcement and administration of this Agreement. The KSCC also recognizes a Union Steward from the Orchestra (should one be appointed by Local 21) to assist the Union in the enforcement and administration of this Agreement. The Local shall designate the name of the Steward to the KSCC in writing.

A Labor-Management Committee shall be created to promote a better understanding between the KSCC and the Local and to apprise each other of problems, concerns and suggestions related to the Musicians and the operations of the KSCC. The committee shall consist of KSCC's Executive Director, Board Chair, Music Director (or their designees), one additional member of the KSCC Executive Committee, and the members of the Orchestra Committee. Meetings will be held at least once per season at mutually agreed times and places. An agenda will be prepared and circulated to each party prior to the meeting. The committee shall not discuss pending or potential grievances.

1.10 Audition for New Members

All confirmed and undisputed vacancies shall be filled as soon as possible. All vacancies shall be filled by appointments by mutual agreement of the Music Director and Principal(s) of the relevant section(s), or by audition, provided however, vacancies shall not be filled by audition during the last full concert season of a Music Director's tenure if a Music Director search period is scheduled to commence thereafter. Auditions for regular first-year probationary contract musician positions shall be held on a date mutually agreed by the Audition Committee, the Music Director, and Management. All

vacancies will be announced at least four weeks prior to auditions. Auditions will be held to fill all positions created by resignations, dismissals, and expansion of any section and the creation of new positions as determined by the Music Director. Current regular musicians in the relevant section who desire to audition for any position shall automatically be advanced beyond the preliminary round of auditions. The Local will be notified in writing when these vacancies are announced. If auditions do not produce enough new members to fill all vacancies, or if during the season a number of players leave the KSCC for any reason, the KSCC may schedule further auditions as necessary or fill vacancies with one-year contract musician appointments

In the event the winner of an audition does not continue with the KSCC at the conclusion of the one-year probationary period, the Music Director may opt to appoint the second place winner of the audition to the position. Should the second place winner not accept the one-year probationary position, the Music Director may opt to appoint the third place winner of the audition to the position.

Decision on Two Finalists

When an audition renders no clear winner between two final candidates, the Music Director and Audition Committee may consider breaking a tie by requiring a trial period not to exceed one Masterworks concert series per candidate. Candidates shall be compensated for their trial period as provided herein. The trial period will commence based upon a schedule established by the Executive Director or designee. Upon completion of the trial period of both candidates, a winning candidate shall be selected as provided herein. Any Masterworks series played during the trial period will not count towards the probationary period.

In the event that more musicians are rated as acceptable by the Audition Committee than there are vacancies, when mutually agreed upon by the Music Director and the Principal(s) of the relevant section(s), those musicians not selected will be given a higher priority on the substitute list to fulfill per service engagements in a single concert series throughout the season as temporary vacancies may occur.

Substitute/extra musicians will not be subject to the regular audition procedure for single engagement performances.

No candidate shall be required to play ahead of his/her scheduled audition time unless s/he consents.

Audition Committee

The purpose of the Audition Committee is to assist the Music Director in the selection of regular musicians, with the decision of the Music Director to be considered final.

The Audition Committee shall consist of the Music Director and four regular musicians to include at minimum the Principal of the relevant section, one other Principal within that family of instruments (ex. woodwinds, brass, etc.) one Principal from any other

family of instruments, and for all string and Principal auditions, the Concertmaster. The Audition Committee shall appoint the remainder of the Audition Committee members as needed.

The Local shall be notified of all auditions in a timely manner, prior to any advertisement of auditions.

The Executive Director or designee shall be responsible for the following: announce and publicize openings, announce times and dates of auditions, including notification of all Audition Committee members before press time (four weeks in advance), arrange locations, provide audition forms (ballots), assign position of performance to auditionees, ensure comfort and anonymity by assigning numbers to auditionees and providing a screen. Screens shall be used for preliminary and semi-final rounds. Screens shall not be used for the final round of auditions except as agreed upon by the Audition Committee and the Music Director, with the Music Director having final say. The Executive Director or designee will also arrange any other miscellaneous details necessary to implement the audition.

The Audition Committee agrees to give all due consideration to auditionees prior to the canceling of regularly scheduled auditions. Cancellation of an audition will be made only with the concurrence of the Music Director, the Orchestra Committee and the President of the Local.

Audition forms (which also serve as ballots) need not be signed if the committee member chooses not to do so. Each member of the Audition Committee must vote. The Audition Committee shall evaluate each of the candidates in the following categories:

1. The winner of the audition
2. Qualified to be designated an alternate for the position as indicated in Article 1.10.
3. Qualified to perform as a substitute/extra musician with the orchestra section.

For purposes of all decisions of the Audition Committee relating to the use of an audition screen in the final rounds, as well as the evaluation of candidates and the selection of audition winner(s) and orchestra substitutes, members of the Audition Committee other than the Music Director shall each have one (1) vote and their vote in the aggregate shall constitute 50% of the aggregate Committee vote. The Music Director shall have the number of votes equal to 50% of the aggregate Committee vote. Voting in the final rounds shall be by secret ballot. Such ballots shall be counted by the Executive Director or designee. The Orchestra Committee representative shall have the right to observe this process.

Prior to taking any vote, the committee members shall consult among themselves freely and candidly so that the Committee shall be as informed as possible. If the vote results in a tie, the Music Director shall have an additional vote, which he or she shall exercise, but only after consulting with the other members of the Committee.

In the event the regular musicians on the Audition Committee shall unanimously vote contrary to the overriding vote of the Music Director, the Audition Committee shall, by written report made within five days, advise the Executive Director of such fact, with reasons for the opposing vote by the regular musicians of the Committee.

Management personnel and contracted regular members of the KSCC may attend auditions only as observers, are not entitled to vote and, with the exception of the Executive Director or designee, who may be present at the request of the Audition Committee, shall be excused prior to any audition committee discussions or votes. Provided however, prior to the deliberations and the issuance of contracts, the Local and the KSCC shall be consulted regarding adherence to contractual procedures and other legal concerns.

All decisions of the Audition Committee shall be given in writing to the Executive Director or designee. The Local, for its records, shall also be notified in writing by the Executive Director or designee of the decision of the Audition Committee.

A candidate selected to fill a vacancy shall receive a probationary contract not to exceed one year from the date of the selected candidate's first performance under said contract with the orchestra, or a minimum of (3) three Masterworks series performances under said contract with the orchestra, whichever is the greater requirement. If there is a conflict for 3 Masterworks performances in a single year, one (1) Masterworks may be performed from the next season. A probationary member shall receive regular tenured status at the conclusion of this period, provided that he or she has not received written notification of nonrenewal during the probationary period. All decisions regarding renewal of probationary contracts as regular tenured contracts will be made by the Music Director. Prior to making decisions on tenure, the Music Director shall consult with the appropriate Principal player. In the case of tenure decision for a probationary Principal player, the Music Director shall consult with the other Principal players within that family of instruments (ex. woodwinds, brass, etc.).

All non-Music Director Audition Committee members who participate in a regularly scheduled audition shall receive compensation at their service rate for one performance for the first four hours of attendance and participation in the audition. For auditions exceeding four hours in length the Committee shall receive additional pay at the rate of fifteen dollars, (\$15.00) per hour of audition time.

1.11 Season Defined.

For purposes of this Agreement, the term "season" shall be defined as September 1 through August 31.

1.12 Regular Musicians

All regular Musicians listed in Schedule A as prepared and updated from time to time by the KSCC Personnel Manager, shall have the right of first refusal on any musical service or musical engagement offered, sponsored, or presented by the KSCC. Schedule A can

only be changed as a result of additions, or as a result of deletions due to resignation, death, just cause, or Artistic Dismissal (defined in Section 1.14). Musicians resigning from the KSCC shall provide written notice to the Personnel Manager and Executive Director. As soon as there is a contractual agreement with the applicable venue, the KSCC will inform each Musician listed in Schedule A of the dates and times of the concert to be held at such venue. Each Musician listed in Schedule A shall be provided, prior to each season and no later than July 1st, a personal service agreement (hereinafter "PSA"). Each PSA shall provide a list of dates in the upcoming KSCC season on which the individual Musician is needed and will detail any doubling required for the service. All Musicians shall review and provide their responses directly on the PSA as to the acceptance of any requested date(s) to the Personnel Manager as soon as possible but no later than July 22nd. A fully completed PSA shall be retained by the KSCC and the Musician. If the Musician accepts an engagement(s), the Musician is considered hired for the service. In the event the Musician or the KSCC cannot fulfill the PSA, each party shall notify the other party as soon as reasonably possible so that alternative arrangements can be made. If the KSCC cancels a Musician's engagement less than twenty-one (21) calendar days prior to the first service of a set, the KSCC shall compensate the Musician at the rate initially contracted in the PSA. Such payment by KSCC shall be excused to the extent that such failure is caused by an act of God, strike or other labor dispute, war or war condition, riot, civil disorder, government regulation or action, embargo, fire, flood, accident or other casualty not resulting from negligence of KSCC. In such event, KSCC shall give the Local prompt notice of the occurrence of such cause.

Prior to implementation and general announcement of the subsequent year's concert schedule, the Symphony will provide the Orchestra Committee with notice and opportunity to discuss the schedule.

In the PSA, musicians will be provided a listing of the rehearsals and performances being offered.

1.13 Attendance and Absences

For all series with four rehearsals, there shall be one absence allowed, unpaid, with the exception that there shall not be any excused absence from a dress rehearsal. Musicians wishing to be absent from a rehearsal must notify the KSCC in writing at least 3 weeks in advance, unless due to emergency. In the case of emergencies, the KSCC may elect to request verification. The KSCC will confirm receipt of requests. Requests shall not be unreasonably withheld. For any series with one, two, or three rehearsals, including dress, no absences will be allowed.

If a musician, after advising the KSCC that he/she is available for a concert, shall fail to appear for any services in a rehearsal/concert series (except for an emergency defined in this Article), without providing the KSCC with at least twenty-one (21) days advance written notice of intent to cancel, such musician may be subject to discipline.

Emergency- For purposes of this Article 9, an emergency is defined as a circumstance or occurrence beyond the musician's control that renders it impossible for the musician to meet his or her obligation, notwithstanding that the musician has taken all reasonably possible steps to meet his or her obligation. The KSCC shall have the right to request that it be provided with information sufficient to substantiate the emergency.

If a musician misses a rehearsal or concert due to an emergency as defined in this Article, he/she must notify the Personnel Manager as soon as practicable and forfeit his/her pay for those services unfulfilled.

If a musician appears for rehearsals, but is unable to appear as defined in this Article, the musician shall be paid only for those services actually fulfilled.

TARDINESS. A musician who is not in his/her seat and ready to perform at the advertised rehearsal starting time shall be considered tardy.

A musician who is tardy for a service for other than an emergency, as defined in this Article, shall be penalized upon the ~~joint~~ decision of the Executive Director according to the following schedule:

(a) For each fifteen (15) minutes or fraction thereof, for a three (3) hour service, 8.33% shall be deducted from the service payment. For each fifteen (15) minutes or fraction thereof, for a two and one-half (2 ½) hour service, 12.5% shall be deducted from the service payment.

(b) For tardiness in excess of the above or continued tardiness through the season, the penalty shall be determined by the ~~joint~~ decision of the Executive Director.

1.14 Temporary Vacancies and Internal Promotion

Temporary vacancies shall be filled from the substitute list, (hereinafter the "Substitute List"). The Substitute List shall be created prior to each season, or as needed for an individual concert (as determined by the Music Director), by the Personnel Manager, section Principal, and reviewed by the Executive Director. In the event that a Principal position is vacant, the substitute lists shall be determined by the remaining principals in the section. The Personnel Manager shall consult with principals from each instrument group to create the Substitute List. The Substitute Lists shall be provided to the Local. In the event the names on the Substitute List are exhausted, the Personnel Manager and section Principal shall consult to discuss other possible musicians, in consultation with the Music Director. In advance of each concert, the Music Director shall provide notice to Musicians of tentative seating assignments. The notice must allow sufficient time for discussion of such assignments, and the reasons for such assignments, between the affected Musician(s), the Music Director, the Personnel Manager and the tenured section Principal, if any, even if that Principal is not participating in the series in question, before final seating assignments are made and distributed by the Music Director or his/her designee.

Musicians already on Schedule A shall be given the opportunity to audition for permanent vacancies that would result in ascension in their seating. In the event of multiple internal auditioners, a screen shall be used. The audition shall be judged by the Music Director and the remaining principals from the affected choir or, if not possible, at least two other principals from Schedule A.

1.15 Artistic Dismissal

Any Musician listed on Schedule A whose musical performance is considered by the Music Director to be deficient enough to warrant possible termination or reseating shall be notified in writing with a detailed explanation of deficiencies, actions necessary to address deficiencies, and a timetable (not to exceed one half of a season) for improvement. This notice shall be provided no later than May 1 of the current season, and a copy shall be provided to the Local. In the event the requirements of the notice are not satisfied, termination or reseating shall occur and written notice shall be provided to the Musician and the Local. The Music Director may not initiate this Artistic Dismissal procedure (i) during the first year of his or her initial contract for employment; or (ii) in the event that an Artistic Dismissal is initiated by a Music Director during what becomes his or her last season with the KSCC, that Dismissal shall be withdrawn.

If the Musician disputes the action of the Music Director as set forth above, the Musician shall have the right to appeal such decision to the Peer Review Committee. Appeals to the Peer Review Committee (an ad hoc committee whose members serve in accordance with the limitations set forth below) must be made to the Chairman of the Peer Review Committee, no later than fourteen (14) business days from the date of the postmark of the notice to terminate or reseat.

The Peer Review Committee shall consist of five (5) Schedule A members, including a Principal—from the choir of the appealing Musician’s instrument family (winds, brass, strings, percussion); shall be selected by secret ballot; and its membership shall remain anonymous. The following Musicians will not be eligible to serve on the Peer Review Committee: Musicians holding management/supervisory positions; Musicians not returning the following contract year by reason of resignation or non-renewal; the appealing Musician, any member of the appealing Musician’s immediate family, including live-in partners, Musicians involved in an intimate relationship with the appealing Musician; Musicians under notice of possible artistic dismissal reseating or non-renewal; Musicians in their probationary status; and any other Musician whose participation would create a direct conflict of interest.

Within seven (7) business days of receipt of a request for peer review, the Peer Review Committee shall convene a meeting. At this meeting the Peer Review Committee may take testimony or other evidence at its sole discretion. The Peer Review Committee reserves the right to hear the Musician play individually, and the appealing Musician may request to play for the Peer Review Committee (excerpts limited to current season’s repertoire). The appealing Musician will be evaluated on factors including tone quality, technique, intonation, articulation, phrasing, tempo, dynamics, style, expression, and overall musicianship.

After discussion, the Peer Review Committee shall vote by secret ballot, to uphold or overturn the decision of the Music Director. In order to overturn the decision of the Music Director, the Peer Review's vote must be unanimous.

The decision (solely on the particular issue raised at that time) of the Peer Review Committee shall be final and binding on all parties. Should the issue or a different artistic issue surface/resurface, the Music Director is permitted to commence the dismissal process again following the steps set forth above.

2. MANAGEMENT RIGHTS

2.1 Management Rights

All management rights, powers, authority and functions whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively with the KSCC. It is expressly recognized that such rights, powers, authority and functions include but are by no means limited to, the full and exclusive control, and management of the KSCC's operations; the determination of the scope of its activities, work to be accomplished, methods pertaining thereto, and the location of such work; the right to introduce new or improved procedures, methods, processes, facilities, and equipment and to make technological changes; the right to maintain order and efficiency; the right to terminate or merge operations; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of Musicians, the assignment of duties thereto and the right to change, increase or reduce the same, and the direction of the working forces, including but by no means limited to hiring, selecting and training of Musicians, and suspending, scheduling, assigning, discharging, laying off, recalling, promoting, retiring, demoting and transferring of its Musicians.

The KSCC has established and will continue to propose and enforce reasonable work rules for efficiency, cleanliness, safety, attendance, protection and security of property and persons, conduct and working conditions including rules controlling such specific areas as tobacco, and alcohol and drugs and testing relating thereto, as it deems necessary and desirable. The KSCC may make, modify and enforce said rules at its discretion. The KSCC shall provide the Local with a copy of said rules prior to their implementation. .

It is the intention of the Employer and the Local that the rights, powers, authority and functions referred to in this Article shall remain exclusively vested in the KSCC, except insofar as specifically surrendered or limited by express provisions of this Agreement.

2.1. Additional Rights

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the KSCC therefore retaining all management rights not otherwise specifically limited to this Agreement.

3. SERVICES

3.1. Service Definition

The term "service" in this Agreement shall mean any KSCC rehearsal or performance. A KSCC service shall not exceed two and one-half (2 1/2) hours.

3.2. Rest Period

A fifteen (15) minute rest period must be taken during all two and one-half (2 1/2) hour services. No more than one and one-half (1 1/2) hours shall elapse before the rest period takes place. An intermission of at least fifteen (15) minutes must be included during all concert performances.

3.3 Break Between Services

No period of longer than 3 hours shall be scheduled between same-day services.

3.4 Overtime

If the Musicians are required in any service to continue working past the time periods listed in 3.1 above, including rest period(s), they shall be entitled to overtime pay in accordance with this Agreement. Overtime payment shall be made for both work periods and intermission periods extending beyond the above time limits. Each Musician shall receive overtime pay in one quarter (1/4) hour increments. There shall be no pyramiding of overtime. Musicians are required to stay for overtime portions of all performances (if required by their part). The first thirty (30) minutes of any interruption or delay, such as power or equipment failure, injury or illness to a Musician, audience member, or other person present, weather-related delays of less than one (1) hour shall not be counted in determining whether an overtime pay period has been reached.

4. WORKING CONDITIONS AND SECURITY

4.1. Protection from Elements

The KSCC shall make every reasonable effort to ensure that safe and secure conditions prevail for all services. The Musicians shall not be required to perform outdoors without adequate protection from the elements, including direct sunlight, gusting or heavy winds, any form of precipitation, when conditions might damage instruments or be dangerous or unhealthful to Musicians, or where temperatures fall below sixty-five (65) degrees F, or

exceed ninety (90) degrees F. At temperatures above eighty (80) degrees F, all men shall remove their jackets. To ensure said conditions, the Steward or Personnel Manager shall have a thermometer at all services. To the extent applicable, the same conditions shall prevail indoors, except that the temperature shall not fall below sixty-five (65) degrees or exceed eighty-five (85) degrees F.

4.2. Conditions and Security

The KSCC shall make every reasonable effort that the following conditions prevail for indoor and outdoor services where applicable:

(a) Adequate lighting.

(b) Music clips provided.

(c) Adequate space.

(d) Adequate changing facilities and security for Musicians, instruments, and personal belongings. The KSCC shall not require Musicians to perform under conditions where a hazard to life, limb, or property exists.

(e) Safe, adequately lit access to and from rehearsal and concert sites, parking areas, and places of embarkment or disembarkation.

4.3 Rain-Out Dates

Except where contradicted by venue policy, a Rain-out shall be defined as any performance which is canceled due to weather before intermission. In the event of a Rain-out, the performance shall be played in its entirety on the prescheduled Rain out date. A performance canceled due to weather during or after intermission of either the originally scheduled performance or the Rain-out date shall be considered complete, and not a Rain-out. For every outdoor concert for which there is not an alternate indoor site, there shall be one prescheduled Rain-out date blocked off by KSCC and all applicable Musicians. The Rain-out date must be within ten (10) days of the canceled service. Musicians shall be paid 150% of performance scale for any performance which has a prescheduled Rain-out date to compensate for the concert and the Rain-out date. If the rainout date is canceled or unnecessary, the Musicians shall be paid 150% performance scale.

4.4 Exclusivity of Onstage Space for Musicians; Open Rehearsals

Unless first agreed between the KSCC and the Orchestra Committee, no non-Musicians shall be seated onstage (not including the wings) during any rehearsal or performance. In circumstances where there is sufficient room on stage behind the Musicians, and subject to the approval of the Orchestra Committee, non-Musicians will be permitted to observe from that area of the stage.

5. GRIEVANCE PROCEDURES

5.1 Introduction.

Any difference, disagreement or dispute between the KSCC and the Local or between the KSCC and any Musician or group of Musicians involving the meaning or application of the provisions of this Agreement shall constitute a grievance and may be taken up in a manner hereinafter set forth, provided not more than seven (7) calendar days have elapsed since the occurrence of the event causing the grievance.

The parties shall make a sincere and determined effort to settle each grievance, to cooperate in each step of the grievance procedure, and to keep the process free of unmeritorious grievance.

5.2 First Step Grievance.

Any party or Musician having a grievance shall discuss it with or present it in writing to the KSCC Personnel Manager within seven (7) calendar days of the occurrence of the event causing the grievance. The Manager shall respond within three (3) business days. If the party having the grievance is unsatisfied with the response or result, he or she may proceed to the Second Step. At this First Step, any Musician shall have the option of dealing with the Manager personally or by utilizing the Local as his or her designee to grieve the issue.

5.3 Second Step Grievance.

Within seven (7) business days from the First Step response, the grievant shall, through a representative of the Local, file the grievance in writing to the KSCC Executive Director, with a copy to the manager/director involved in the First Step, specifying the issue in detail. Within three (3) business days of receipt of such writing from the Local, the manager/director from the First Step shall provide the Executive Committee (as defined in KSCC By-Laws with his or her written recollection of the issue and First Step response. A meeting to discuss the grievance between the Local, the grievant, the Executive Director, a designated KSCC Board member, and, if appropriate, the manager/director involved in the First Step shall be scheduled within seven (7) business days of receipt of the grievance to attempt to resolve the grievance. The Executive Director and the KSCC Board member shall issue their decision in writing within seven (7) business days of the Second Step meeting.

5.4 Appeal.

Within three (3) business days after denial of the Second Step grievance, the grievant, through a representative of the Local, may appeal in writing to the Executive Committee of the KSCC, specifying in detail the reasons for the grievance and appeal. Within seven (7) business days of receipt of such appeal, the Executive Committee shall hold a meeting

with all parties in an attempt to settle the grievance. The grievant may bring relevant witnesses to provide evidence at the meeting, provided advance written notice has been provided to the Executive Committee. A written decision of the Executive Committee shall be issued within seven (7) business days of the meeting.

5.5 Arbitration

If the grievance is not resolved as set forth in the steps outlined above, the party initiating the grievance may submit the grievance to arbitration before the American Arbitration Association (“AAA”).

- a. The voluntary Labor Arbitration Rules of the AAA shall apply.
- b. One arbitrator shall hear the matter. The arbitrator’s decision shall be final and binding.
- c. The administrative costs of arbitration (excluding the costs of witnesses and attorneys fees) shall be borne equally by the parties.

6. NO STRIKES OR LOCK OUT

6.1. No Strikes

The Local, its officers, agents, representatives and Musicians and all other bargaining-unit members shall not, in any way, directly or indirectly, instigate, leave, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, intentional slow down, work stoppage, sick-out, or any other interference with or interruption of the work while performing for the KSCC.

6.2. No Lock Out

In consideration for the Local's commitment set forth in paragraph 6.1 of this Agreement, the KSCC shall not lock out members of the Local.

7. DEPARTMENT AND DRESS

7.1. Best Effort

Each Musician shall render their best effort as a Musician of the KSCC in all rehearsals, concerts and other performances under the auspices of the KSCC.

7.2. Preparation

Except for extenuating circumstances, all Musicians shall have their music prepared before the first rehearsal of that work. Therefore, the KSCC shall make music available to Musicians two weeks or more prior to the first service of any set, excepting delays caused due to force majeure. Musicians shall be notified when music is available to be picked up or mailed. The KSCC shall also make known to the players any change in announced repertoire as soon as reasonably possible prior to the first service of the affected set. All musicians who perform in a work or movement shall be called for all rehearsals of that work or movement.

7.3. Musical matters

Musicians shall comply with the directions and instructions of the Conductor in regard to all musical matters.

7.4. Responsibility for Music

Music being performed must be brought to each rehearsal or performance, and must be left on the music stand following the last performance of that work, unless otherwise directed by the KSCC management. Musicians shall be responsible for the replacement cost of music, which is damaged, lost, or otherwise rendered unusable.

7.5. Readiness for Service

The KSCC shall make its best effort that the stage or performance area shall be available to Musicians for the purpose of warming up one-half (1/2) hour before the service. Musicians shall be seated, warmed up, and prepared for the downbeat at the start of the announced service time.

7.6. Performance Dress

Subject to Section 4.1 and except when directed or requested by the KSCC:

Indoor Concerts:

Men shall wear black tails jacket, white bow tie, white vest or cummerbund, white shirt without ruffles, black tuxedo pants, black socks and black dress shoes with black sided soles; or black jacket, black shirt, no tie, black dress pants, black socks, and black dress shoes; or some combination thereof as directed by the KSCC.

Women shall wear black ankle-length dress, skirt or pants suit of formal, full cut design, with sleeves to the wrist, flesh-colored or sheer black hose, black dress shoes with black heels and black sided soles; or some combination thereof as directed by the KSCC.

Children's Concerts:

Men shall wear black turtleneck or long-sleeved black shirt and black pants, dark socks and black dress shoes.

Women shall wear black turtleneck or long-sleeved black blouse and black pants or mid-calf skirt and black shoes.

Outdoor Concerts:

Men shall wear short-sleeved white dress shirt, black pants, black socks and black shoes.

Women shall wear short-sleeved white blouse, black mid-length skirt (knee length or lower when seated) or dress slacks, and black dress shoes.

In all instances, no leotards, colored accessories or headgear shall be worn. Jewelry shall be inconspicuous. Women's concert outfits shall match the elegance of the men's concert attire. If a purse is carried onstage, it shall be black and no larger than an average evening purse.

If the KSCC directs an alternative wardrobe, it shall provide such items to all affected Musicians.

8. ELECTRONIC MEDIA

8.1. Permission

Except as explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of the service in any manner or by any means whatsoever, by the KSCC, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office. Such agreement shall not be unreasonably withheld by the International Office. The Local shall help secure such an agreement. Any requested recording that is not expressly covered in this contract under terms 8.2-8.8 below will be managed through the appropriate prevailing AFM Recording Agreement in good faith between KSCC and the Local.

8.2. Agreement

Should any recordings made under the provisions of this Agreement ever be used for any additional use not explicitly set forth herein, including but not limited to: phonograph records, commercial announcements, background music for any type of sound or film program, or Internet streaming, the KSCC shall fulfill all conditions required by the appropriate Master agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and benefits.

8.3. Archival Audio Recordings

The KSCC may designate a qualified person to record any concert or performance for the purpose of making an archival audio recording. The archival master audio recordings at all times will remain in the custody of the KSCC. The KSCC will not permit duplication of any archival audio recording under any circumstances except as provided herein. Archival audio recordings shall be used for study purposes.

8.4. Union Copies

Copies of archival recordings shall be forwarded to Local 21 as soon as reasonably possible after such recording is made. The Local shall have possession of and shall be responsible for the secure, safe storage of one copy of each archival audio master recording, which shall remain the property of the KSCC. The Local shall permit Musicians to listen to such recordings, shall maintain an accurate record of those listening to the recordings, and shall use the recordings for no other purpose without the permission of the KSCC.

8.5. Grant Applications

Archival recordings may be used for the purpose of providing recordings to the National Endowment for the Arts, Pennsylvania Arts Council, or any other government or private foundation, individual or business from whom the KSCC intends to apply for funding requiring a recording of a performance. A list of the uses of the Archival recording shall be kept by the KSCC and the Local shall be notified of such usages no later than ten (10) business days prior to any such usage.

8.6. Publicity Recordings

For publicity or news segments, the KSCC shall have the right to have broadcast by radio, television, Internet streaming or other forms of media, live or delayed, without payment to the Musicians, a portion of up to three (3) minutes of any rehearsal or performance. Taping for this material is limited to 15 minutes. A minimum of twenty-four (24) hours advance notice shall be given to the Union and the Musicians involved.

8.7. Local Broadcasts

The KSCC shall have the right to have broadcast locally on a non-commercial station a performance of a KSCC concert for the purpose of promoting the symphony. The Musicians involved in the performance shall be furnished a schedule of the airing time(s). The KSCC shall have the right to broadcast one performance of each individual concert with no payment to the Musicians. On the second and each subsequent broadcast of that concert, Musicians performing in the aired services shall be paid for such broadcast(s) according to Schedule B.

8.8. Sound Quality

It shall be the responsibility of the KSCC to ascertain the quality of sound reproduction and to disallow the use of inferior recordings. Stations shall be advised that poor quality reproduction, for any reason, shall constitute cause for withdrawing permission to record and broadcast the recording.

9. COMPENSATION

9.1. Compensation:

Each Musician shall be paid at no less the appropriate rates as set forth in Schedule B of the Agreement.

9.2. Doubling

Each Musician shall be paid for doubling at rates as set forth in Schedule B of the Agreement. The following instruments are not construed as doubles:

- (a) B-flat and A clarinet.
- (b) Piano and Celesta.
- (c) Organ and Celesta, when Celesta is furnished.
- (d) Drummer's regulation outfit consisting of Bass Drum, Snare Drum, Pedal Cymbals, Suspended Cymbals, Gongs, Cow Bells, Wood Blocks and small Traps.
- (e) Vibraphone, Marimba, Chimes, and Bells when played by one Musician without any other double.
- (f) B-flat and C Trumpet. (All other trumpets considered doubles when required.)
- (g) B-flat and C Tuba. (All other tubas considered doubles when required.)

Any other two (2) instruments are considered a double.

Percussion doubling shall occur when a player plays more than one of the following groups of instruments, as defined below:

1. Percussion Battery and Misc. Percussion

Bass Drum, Snare Drum, Crash Cymbals, Suspended Cymbals, Tom Tom, Tam Tam, Gongs, Wood Blocks, Temple Blocks, Tambourine, Triangle, Ratchet, Slapstick, Slide Whistles, Claves, Cowbells, Castanets, Mark Tree, Sleigh Bells, Vibraslap, Typewriter, Wind Machine, similarly-accepted battery instruments.

2. Pitched Percussion

Vibraphone, Xylophone, Marimba, Chimes, Glockenspiel, Crotales, similarly-accepted pitched percussion, excluding Timpani.

3. Latin and Ethnic Percussion

Congas, Bongos, Timbales, Guiro, Maracas, similarly-accepted Latin and Ethnic instruments.

4. Drum Set

Must include a minimum combination of kick drum, snare drum, and cymbal (either hi-hat, ride, or crash cymbal).

Timpani doubling on percussion or percussion doubling on timpani are considered doubles, with the percussion portion adhering to 1 through 4 above.

9.3. Cartage

Cartage shall be paid to musicians transporting instruments, when owned by the musician, to and from all services, at the rates set forth in Schedule B

9.4. Payment of Fees

Checks for payment shall be mailed or distributed no later than ten (10) business days after the final service of the Production or Concert(s).

10. CHANGES AND MODIFICATIONS

10.1. Entirety

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of such provision, or the right of such parties thereafter to enforce any such provision. Neither party to this Agreement may reopen negotiations for wages, travel fees, or for any other matter related to monetary issues for the life of this Agreement.

10.2. Amendments

No additions, waivers, deletions, or amendments to this Agreement shall be made except by mutual consent in writing of both parties. Any additions, waivers, or amendments made by such consent in writing shall supersede any such previous agreement, and shall become an integral part of this Agreement.

SCHEDULE A

Violin

Eliezer Gutman,
Concertmaster
Thomas Jackson, Principal Second

Violin

Martin Beech
Walter Choi
Kathleen Hastings
Audrey Kress
Jean Puleo
Lisa Sebastiani
Beth Stanell
Martin Stanell
Stefan Xhori
(4 vacancies)

Viola

Nina Cottman
(5 vacancies, including Principal)

Cello

Marlena Gal,
Mark Ward
(3 vacancies, incl. Principal)

Bass

Douglas Mapp, Principal
Maryellen D'Ulisse
Arthur Marks
(1 vacancy)

Harp

Janet Witman, Principal

Flute

Monica Buffington, Principal
Veronica Mascaro

Oboe

Terence Belzer, Principal
(1 vacancy)

Clarinet

Robert Hoch, Principal
Glenn Finnan

Bassoon

Jon Gaarder, Principal
Darryl Hartshorne

French Horn

Karen Schubert, Principal
Lisa Dunham
Amy Baldwin

Trumpet

Luis Engelke, Principal
(1 vacancy)

Trombone

(3 vacancies)

Tuba

Brian Brown, Principal

Timpani

(1 vacancy)

Percussion

William Kerrigan, Principal
(1 vacancy)

Schedule B - Compensation

Basic Performance and Rehearsal Scale

	<u>Concert Per 2.5 hr</u>	<u>Rehearsal Per 2.5 hr</u>	<u>Concert Per 3 hr</u>	<u>Rehearsal Per 3 hr</u>
2021-2022	\$129.24	\$115.64	\$155.09	\$138.72
2022-2023	\$131.56	\$117.72	\$157.88	\$141.22
2023-2024	\$133.93	\$119.84	\$160.72	\$143.76
2024-2025	\$136.34	\$122.00	\$163.61	\$146.35

Performance Scale, Family Concerts where one rehearsal, break, and one concert OR two concerts and break occur within 2.5 hr time period.

2021-2022	\$145.13
2022-2023	\$147.74
2023-2024	\$150.40
2024-2025:	\$153.11

Rate adjustments will be retroactively applied for the 2021/22 season, and the portion of the 2022/23 season that predated ratification only to adjust the pay of Schedule A Musicians on the payroll as of ratification.

Intermission included. Lunch shall be provided

EXTRA FEES

Concertmaster: Negotiates individual contract

Principal Players: add 25%

Cartage

Cartage shall be paid once for each location, except as specified below. (4% Work Dues does not apply, this being other than wages)

Organ & Amp/Speaker	\$50.00
Marimba, Vibraphone or Xylophone	\$40.00
Harpsichord	\$70.00
Portable Keyboard over 40 lbs.	\$50.00
Amplifier/Speaker	\$10.00

Timpani, per pair	\$50.00
each additional	\$25.00
Harp	\$50.00
Double Bass	\$10.00
Contrabassoon	\$10.00
Tuba & Double Bass (combined)	\$15.00
Tuba & Electric Bass (combined)	\$15.00
Double Bass & Electric Bass (combined)	\$15.00
Concert Bass Drum	\$10.00
Drum Set (4 pieces or larger)	\$40.00
Chimes	\$50.00
 Glockenspiel	 \$30.00

Overtime Time and one-half rate, based on each fifteen (15) minute period or fraction thereof.

Lateness Wage penalty subtracted per fifteen (15) minutes or fraction thereof, based on each Musician's hourly rate per service.

Warm-up Rehearsal or Sound Check
\$30.00 per Musician (basic scale), up to one hour.

Doubling In addition to wages, 30% of basic performance and rehearsal scale for the first double, 20% for the second, and 10% for the third and all subsequent doubles.

Local Broadcasts Rates

Local Radio Broadcasts: \$10 per broadcast for each airing within 12 months of the service, according to 8.7 Local Broadcasts above.

Local Television Broadcasts: \$25 per broadcast for initial airing within twelve months of service, \$5 additional payment for second airing of broadcast within twelve months of service.

Exhibit A

Pursuant to Section 1.5, as a condition of deducting work dues or fees, the Local shall provide the KSCC with signed employee authorizations that state the following:

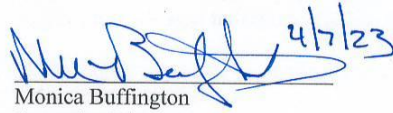
I hereby voluntarily authorize and direct any party who engages my musical services to deduct from my compensation for those services the uniformly required dues or fees based on earnings, including work dues and/or agency or service fees, as set forth in the Bylaws of the American Federation of Musicians of the United States and Canada (Federation Work Dues) and/or the dues or fees based on earnings including work dues and/or agency fees, as set forth in the Constitution and/or Bylaws of the Local Union hereof having jurisdiction over these services (Local Union Work Dues). I further authorize, and direct, each such party who engages my musical services to remit promptly all Work Dues or fees thus deducted to the Federation or the appropriate Local Union thereof in accordance with the applicable regulations, and at the times specified in those regulations.


As a condition of employment, members of the Federation and/or the Local Union will pay uniformly required work dues. Non-members of the Federation and/or the Local Union will pay uniformly required agency or service fees.

This authorization shall be irrevocable for a period of one (1) year from the date hereof or, with respect to any employer having a collective bargaining agreement, until the termination date of the current collective bargaining agreement, whichever occurs sooner. This authorization shall automatically renew itself and be irrevocable for successive annual periods unless I give written notice to the Federation and those Local Unions of which I am a member within the fifteen (15) day period following the expiration of any such annual period or, with respect to any employer having a collective bargaining agreement, within the fifteen (15) day period following the termination date of any such collective bargaining agreement.

AGREEMENT

The undersigned accept this Agreement in its entirety for the period specified in 1.2 of this Agreement.

 4/7/23
Monica Buffington
Executive Director
Kennett Symphony of Chester County

 4/3/25
Glenn Finnan
Secretary/Treasurer
AFM Local 21, Inc.