

January 16, 2004

Chicago Lyric Ratifies 3-Year Agreement

On September 10, 2003, the musicians of the Chicago Lyric Opera Orchestra ratified a three-year year agreement. Following a salary freeze in year one, salary and all dollar items will increase by 1.3% in year 2 and 3.08% in year 3.

	[2002-03]	2003-04	2004-05	2005-06
LENGTH OF SEASON:	[26 wks.]	26 wks.	26 wks. plus <i>The Ring Cycle</i>	26 wks.
WAGES:				
Annual Salary –	[\$50,050]	\$50,050	\$50,700*	\$52,260
Weekly Salary –	[\$1,925]	\$1,925	\$1,950	\$2,010

** does not include wages for The Ring Cycle*

PENSION: Stage band pension increased to 10% in year 3 as per Chicago Federation of Musicians (CFM) wage scales.

HEALTH INSURANCE: PPO – in-network and out-of-network deductibles are no longer combined. They are separated. Out-of network deductibles have been raised.

AUDITIONS:

- ≈ The Music Director may invite candidates to auditions. If this option is exercised, a semi-final round shall be held behind a screen.
- ≈ A maximum of 7 audition committee members will be paid 1% of the minimum weekly salary for each hour, for a minimum of 4 hours. Additional hours will be paid pro-rata in _ hour segments.
- ≈ Auditions are limited to 7 hours, may begin no earlier than 10AM and be completed by 4PM on performance days and 6PM on non-performance days.

WORKING CONDITIONS:

- ≈ Establishment of titled and color instruments (flute/piccolo, English horn/oboe, Bass clarinet/clarinet, contra-bassoon/bassoon, and bass trombone) rights to perform.
 - All color instruments who currently hold those positions shall have the exclusive right to perform all parts written for piccolo, English horn, bass clarinet, contra-bassoon or bass trombone, and respectively, titled musicians shall be guaranteed the right to play the parts customarily played by their positions.

- If the Music Director believes that a titled or color instrument musician's artistic abilities are impaired, or if the Music Director has initiated the termination procedure, and the Music Director believes that musician should not play that particular work, the Music Director must first discuss the situation with that musician (unless the condition precludes discussion) and seek a voluntary resolution. The union steward (and an additional person of the musician's choice if they desire) shall, unless otherwise requested, be present during that discussion. If a voluntary resolution is not reached, the Music Director has the authority to make the final decision.
- If the Review Committee votes not to uphold the termination, the musician is entitled to a fair opportunity to demonstrate his or her artistic abilities to the Music Director. Although the Music Director has the authority to decide that a player under these circumstances shall not play particular works, the Music Director may only do so when necessary to preserve the artistic integrity of the Orchestra and may not prohibit the musicians from having a fair opportunity to demonstrate his or her artistic abilities.
- If the Music Director believes for any other reasons that a titled or color instrument musician should not play a customary part, the Music Director shall discuss the situation with the musician involved and allow the musician to make the final decision.

≈ If no 6 performance week contains an opera longer than 4 hours, Lyric may schedule one additional week per season of 6 performances if not contiguous to another 6 performance week, for a total of 3 additional weeks.

≈ In the third contract year, Lyric may schedule performances on 7 Sundays. If 7 Sunday performances are scheduled, the orchestra shall have not less than 2 days off with no work of any kind during at least 16 of the guaranteed weeks in the contract year.

MISCELLANEOUS:

≈ **Recording Agreement Side Letter** - until December 21, 2003, Lyric shall have the right to record opera performances and edit those recordings to produce a single program if each opera production. The parties will endeavor to negotiate a syndicated radio broadcast agreement prior to December 21, 2003, and if agreement is reached, these recordings shall be used exclusively in accordance with its terms. In the absence of such agreement when a performance has been broadcast in any radio market, the members of the orchestra shall be compensated under the terms of the September 1, 2001 through August 30, 2002 Syndicated Taping Agreement between Lyric and the Union. *Recording agreement negotiations concluded by 12/21/03 without agreement, thereby ending recording for possible future broadcasts.*

≈ Retirement and severance provisions will be capped at the third year base salary rate and shall be renegotiated in future collective bargaining agreements. All overscale and seniority provisions will be calculated at the current rate at the time of retirement.

≈ Stage band call times will be _ hour before they are scheduled to actually perform.

≈ A single stage band musician performing alone for a minimum of 2 or more measures of music whether consecutive or not, or appearing alone on stage in view of the audience shall be paid twice the performance amount.

Thanks to the negotiating team: William Cernota, Chair; Linda Baker, Matthew Comerford, Crozet Duplantier and Greg Sarchet. Special gratitude to Local 10-208, CFM President Ed Ward, CFM Vice President Tom Beranek, Administrative Assistant and Negotiation Secretary Louise Thorsen and Attorney Mike Greenfield.

This bulletin was prepared by ICSOM Secretary, Laura Ross with the assistance of the Chicago Lyric Opera ICSOM Delegate, Linda Baker.

CHICAGO LYRIC OPERA ORCHESTRA