

**SYMPHONY OF THE MOUNTAINS
ORCHESTRA MUSICIANS' HANDBOOK**

All performers are required to read the Handbook and indicate agreement to the provisions of the Handbook by signing and returning a musician contract.

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1. DUTIES AND RESPONSIBILITIES OF MUSICIANS

➤ SERVICE REQUIREMENTS

A service is defined as an orchestra rehearsal or performance

The maximum service time will be 2.5 hours, including one 15-minute break. Should a service exceed 2.5 hours, musicians will be compensated for overtime in 15-minute increments based on 1.5 times their contracted service fee rate for a comparable increment of time.

Musicians must:

- be fully prepared for each service
- notify the Director of Operations 30 days in advance of any conflicts with rehearsal or performance dates
- notify the Director of Operations of any changes in contact information as soon as they occur
- enter and exit the concert hall through designated door(s) and remain in the backstage area during intermission of each concert
- be in place, warmed up and ready to play when the tuning begins. The venue will be available for warm-up no less than 30 minutes prior to the start of a service unless otherwise specified.

Failure to adhere to these service requirements may, at the discretion of the Music Director, result in a pay adjustment and/or in the dismissal of the player from the orchestra. Pay will be deducted at 5% of the service fee for every 5 minutes late.

➤ ATTENDANCE

Attendance at all services is mandatory unless *excused* no less than 30 days in advance by the Music Director. All requests for absences must be requested through the Director of Operations. In the event of an emergency, the Director of Operations must be notified prior to the beginning of the service about any absences OR tardiness. Failure to notify the Director of Operations of an absence or tardiness may result in dismissal and/or pay deduction.

Musicians who cancel without a valid excuse less than 30 days prior to the event will be moved to the bottom of our sub-list. If this happens more than once, the musicians will likely be removed from the sub-list.

Orchestra members absent from a service are responsible for ensuring that the “stand part” (original music) is brought to the Music Librarian prior to the service.

➤ MUSIC POLICY

Music will be distributed a minimum of two weeks prior to the first rehearsal.

Music will be scanned via email to non-local players. Musicians must advise the Music Librarian of any needed copies, bowings, etc. at least one week prior to the first rehearsal. Musicians should have their music at each service (even if absent) and keep bowings and markings current.

Musicians are to return all concert music in music return totes following each performance. In the event music is not returned following a performance, it is the responsibility of the musicians to return all concert music by the second business day following the performance. Musicians will be *responsible* for the entire replacement cost of any music not returned in a timely manner. Further, musicians shall be charged for lost, damaged, or overmarked music.

➤ **CONCERT DRESS**

Formal Orchestra Attire:

Elegant floor length black dress with long or 3/4 length sleeves, or long black skirt or black dress slacks with black blouse with long or 3/4 length sleeves; black dress shoes.

OR

Black tuxedo, white tux shirt, black cummerbund, black bow tie, black socks, black dress shoes.

Informal Orchestra:

Elegant floor length black skirt or black dress slacks; white blouse with long or 3/4 length sleeves; black dress shoes.

OR

Black dress slacks, white long sleeve dress shirt; black socks, black dress shoes, no tie.

2. AUDITIONS, APPOINTMENTS, RESIGNATIONS, & TERMINATIONS

➤ **AUDITIONS & RECCOMENDATIONS**

Participation in the orchestra is by audition and recommendation only.

Those interested in performing regularly with the orchestra must audition to be on our main roster. Audition announcements will be posted on the organization's website and Facebook page (www.symphonyofthemountains.org). SOTM will provide audition information and a list of the required excerpts.

Auditions will be conducted according to accepted standard industry guidelines for auditions. Auditions will be heard by the Music Director and audition committee. The candidate chosen shall be by majority vote of the committee, with the Music Director having the final approval or veto authority.

Last-minute hires and substitutions, due to cancellations, will be hired with recommendations from other orchestra members AND/OR videos of professional performances/excerpt recordings. This will be at the discretion of the Music Director.

➤ APPOINTMENTS

➤ RESIGNATIONS

Musicians will notify the Director of Operations in writing with a handwritten letter or through email when they resign from the orchestra.

➤ DISCIPLINARY PROCEDURES

The following procedure will be followed in the event of a problem with a musician:

- 1) The Director of Operations will discuss the problem with the musician
- 2) If the problem is not corrected, the Music Director will meet with the musician
- 3) If these steps are not successful, the Music Director decides if termination is necessary
- 4) At any point in this process, a musician may be placed on probation by the Music Director at their discretion. If the Music Director decides to place the musician on probation, the musician must be given written notification that continued contract status is in jeopardy and be advised of improvements necessary for continued performance with the orchestra. If expectations are not met, a termination notice will be issued.

The following are among, but not exclusively, grounds for termination:

- Failure to maintain the musical standards of the orchestra
- Insubordination
- Insobriety or intoxication
- Inattention to professional duties and responsibilities or any violation of SOTM policy set forth herein

3. **COMPENSATION AND BENEFITS**

Each musician is entitled to **one** free ticket for the lowest price seats for each concert they play, except for certain collaborative and/or specially contracted concerts.

Along with compensation, musicians will receive extra payment designated for lodging and mileage. Musicians can choose how they use this money at their own discretion either for lodging and mileage or other concert weekend needs, however, the main intention for the extra is to help with lodging and mileage costs.

Lodging: Musicians who are driving over 50 miles roundtrip home-venue(s)-home will be granted \$45 a night for lodging. Musicians who email proof of stay/receipts to the Director of Operations will receive an extra \$20 rebate after the concert weekend.

Mileage: Musicians residing within a 25-mile radius from the performance venue will not be eligible for mileage compensation. Musicians residing over a 25-mile radius from the venue, whose roundtrip mileage for rehearsals and concerts exceeds 50 miles, will be eligible for mileage compensation at 50 cents/mile.

There are mileage restrictions in place for both tours and single concert performances, with mileage capping at \$140 total for single concerts and mileage rates for multiple concert tours being \$140 plus local musician rates when applicable.

COMPENSATION DETAILS:

- Musicians will be paid either as Concertmaster, Principal, or Section player.
- Symphony of the Mountains has normal service rates for 2.5-hour rehearsals and single performances, unless otherwise stated. The orchestra also has 3-hour rehearsals occasionally for special tours and as needed.
- Principal players will be paid for bowings as needed for one extra service fee.
- Cartage fees are \$25 per venue. If you need cartage compensation, please alert the Director of Operations via email a week prior to the first rehearsal.
- Doubling fees are +20% of service rate
- Pay will be deducted at 5% of the service fee for every 5 minutes late at discretion of the Music Director and/or the Director of Operations

	Normal service rate 2.5-hour rehearsal or performance	3-hour service rate
Concertmaster	\$105	\$147
Principal	\$78.75	\$110.25
Section	\$73.50	\$102.90

4. POLICIES

- **DRUGS**
It is the goal of the organization to maintain a completely drug-free workplace. The unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance is strictly prohibited while representing SOTM or during any rehearsal or concert.

➤ SMOKING

No smoking is permitted in the SOTM offices or rehearsal areas or in performance venues.

➤ SEXUAL HARRASSMENT

Sexual harassment is prohibited by SOTM. Sexual harassment is any unwelcome sexual advance, request for sexual favors, and other verbal or physical conduct of a sexual nature which has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive environment. SOTM encourages the highest professional conduct of all musicians. At the same time, SOTM does not intend to regulate the normal social interaction or relationships freely entered by individuals.

Musicians who have questions or complaints about sexual harassment should discuss the situation with the Music Director.

➤ FORCE MAJEURE POLICY

Definition: Force Majeure refers to extraordinary events or circumstances beyond the control of either the Symphony of the Mountains or its musicians that prevent the fulfillment of contractual obligations. Such events include, but are not limited to:

- Natural disasters (e.g., earthquakes, floods, hurricanes)
- Acts of war, terrorism, or civil unrest
- Epidemics or pandemics
- Government actions or regulations (e.g., lockdowns, travel restrictions)
- Fire, power outages, or other infrastructure failures
- Strikes or labor disputes affecting the performance venue or organization

Effect of Force Majeure

If a Force Majeure event occurs:

Cancellation or Postponement:

The Symphony reserves the right to cancel or postpone performances, rehearsals, or other contractual obligations without liability.

Notification:

The Symphony will notify all musicians as soon as reasonably possible about the occurrence of a Force Majeure event, providing details on cancellations, postponements, or rescheduling plans.

Obligations Suspended:

Both the Symphony and the musicians are released from their obligations under

the contract for the duration of the Force Majeure event. Neither party will be held liable for breach of contract under these circumstances.

Compensation:

In the event of cancellation or postponement due to Force Majeure, musicians may not be entitled to compensation for missed performances or rehearsals unless otherwise specified in the contract or agreement. However, the Symphony may offer compensation or rescheduled opportunities at its discretion.

Hotel and Travel Costs:

The Symphony will not be responsible for reimbursing musicians for any hotel, travel, or other related expenses incurred in connection with a performance or rehearsal that is canceled or postponed due to a Force Majeure event. Musicians are encouraged to review their travel and accommodation arrangements, including cancellation policies, prior to booking.

Rescheduling:

If possible, the Symphony will attempt to reschedule the affected performance(s) or rehearsal(s) to a later date. Musicians will be given as much advance notice as possible regarding new dates and times.

Termination:

If the Force Majeure event continues for an extended period of time, either party may terminate the contract without penalty, provided that no other resolution (such as rescheduling) is feasible.

Mitigation Efforts

All parties are expected to make reasonable efforts to mitigate the impact of a Force Majeure event, including but not limited to:

- Exploring alternative performance venues, virtual performances, or modified concert formats.
- Communicating promptly and clearly about any changes to scheduling or commitments.

Force Majeure Disputes

In the event of a dispute arising from the invocation of Force Majeure, the parties agree to first seek a mutually acceptable resolution through negotiation.

5. CONFLICT & RESOLUTION

In the orchestra, as anywhere, questions and misunderstandings may occur. If a

musician has a complaint or issue regarding the orchestra and/or other musicians, they should discuss it with the Director of Operations either in person or via email/phone call.

If a musician decides they have a conflict that has not or cannot be handled by discussion with the Director of Operations, as set forth in the conflict resolution procedure below, they may wish to discuss the conflict with the Music Director.

A conflict resolution procedure has been developed by SOTM so that all contracted musicians may voice a formal, written complaint. If a musician should wish to lodge a formal, written complaint, the following procedure should be used:

The musician should state in writing to the Music Director the facts of the situation and what they think should be done to resolve the conflict. The Music Director will then discuss the matter with the musician and give a response on the situation as promptly as possible.

If the Music Director's answer does not solve the issue presented, the musician should notify the President or Vice President of the SOTM Board, in writing, in a sealed envelope. The musician should present the information directly to the Executive Director at the SOTM office and explain what has taken place to date so that the SOTM Executive Committee can review the matter.

Disclaimer: Nothing in the Musicians' Handbook is meant to change musicians' status as independent contractors in this non-union orchestra.

I, _____, have read and agree to abide by the Symphony of the Mountains orchestra musicians' handbook as long as I am contracted with Symphony of the Mountains.

Musician Signature: _____

Date: _____