

INTERIM OPERATING AGREEMENT

The Parties, Charleston Symphony Orchestra Association (CSOA) and the Coastal Carolina Association of Professional Musicians, Local 502 of the American Federation of Musicians (Musicians), hereby enter into this Interim Operating Agreement (IOA). The IOA will govern the parties relationship for the period May 1, 2010 through April 30, 2011, and during this period will supersede the terms of the Master Agreement between the parties dated July 1, 2007-June 30, 2012. The purpose of the IOA is to make it financially feasible for the CSO to resume operations during the time the College of Charleston is conducting an assessment of the Community's willingness to support the operations of the CSOA and preparing and issuing a proposed restructuring of CSOA operations to comply with the Community's mandate.

The Terms of this IOA are as follows:

(1) For the period 5/1/10 through 4/30/11, the CSOA will pay for all musicians currently covered by the Master Labor Agreement who have elected COBRA continuation coverage and are working under the IOA, the 35% of the COBRA continuation premium cost for a single person. Should BlueCross/BlueShield during the life of the IOA elect to treat the Musicians covered by the IOA as participants under the current CSOA Group Health Plan, the CSOA, during the term of the IOA, will pay for the covered Musicians 90% of the premium cost for a single person.

(2) All Musicians will be paid \$300 dollars a month for six (6) services per month for 8 consecutive months beginning 9/1/10. The six (6) services per month for the eight (8) consecutive months will all be used in one single week in the month. The Musicians will not otherwise be restricted from any other performance or professional opportunities in any week of any month other than the eight (8) designated weeks.

(3) For the period 5/1/10 through 8/31/10, the Musicians will be paid \$300 per month but no services will be required to be performed.

(4) In addition to any monthly amounts paid a Musician, The CSOA will contribute to the Musicians' Union Pension Fund 104% of the contribution rate otherwise in effect under the provisions of the Master Agreement.

(5) The current Principals and Acting Principal players and the Assistant Concertmaster, in addition to the \$300 a month received by all Musicians, will receive \$1000 a month for the twelve months of the IOA for an additional 10 services a month during the eight (8) consecutive month performance season. The additional 10 services a month will be used in the week before, week of, and/or the week after the week in which the six (6) services are performed by all Musicians. These 10 services may be used for any purpose relating to the mission and welfare of the CSOA, including but not limited to presenting performances at the Dock Street, educational outreach activities, and assisting with Patron Development efforts.

(6) An additional amount of compensation will be paid the Concertmaster, that amount to be determined in discussions between the Concertmaster and the CSOA.

(7) If a musician fails to perform all required services in a month for any reason other than a documented disabling personal health condition or attendance at the funeral of an immediate family member, the Musician will be suspended without pay or benefits until the Musician repays the CSOA for the cost of the insurance premiums paid on behalf of the Musician for the month in which the required service was not performed.

(8) Musicians will not be compensated for time they are scheduled to work but do not work other than (i) required services that the CSOA does not use in whole or in part, and (ii) the four months between May 1, 2010 and August 30, 2010 when there are no scheduled performances.

(9) Musicians will not be paid for time spent travelling to any performance venue but the CSOA will provide transportation to any venue more than 50 miles from the corner of Meeting and Broad Streets in downtown Charleston.

Agreed to this __ day of May, 2010:

For the Musicians _____
Tim O'Malley-President Local 502

For the CSOA _____
Ted Legasey-CSOA Board Chair