

PREAMBLE

The adoption of these Guidelines by the UAHC Board of Trustees and the American Conference of Cantors does not automatically make them a part of the agreement between a Congregation and its Cantor. Nothing in this publication is intended to supersede existing applicable law or the constitution and/or by-laws or the contractual obligations of the Congregation. However, contracts generally conforming to these Guidelines will assist in shaping harmonious Cantorial-Congregational relationships.

For the Guidelines, or any part thereof, to be binding on the individual Congregation and Cantor, they must be specifically incorporated into the agreement between Cantor and Congregation.

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INTRODUCTION

The relationship between an invested Cantor and Congregation has a spiritual dimension which transcends the usual employee-employer association. It is grounded in the history of our people as well as in the shared, sacred experiences and events in the lives of our Congregants. These Guidelines for Cantorial- Congregational Relationships reflect the spirit of this relationship and decades of experience.

The Cantor as a "Shaliach Tsibur," is a leader of the congregational worship experience. Cantors also participate in the celebration of Birth, in the education of the B'nai Mitzvah, in the ceremonies of Confirmation and marriage, in the funerals of their Congregants, and often in counseling. Reform Cantors, in the tradition of the Cantorate, enjoy freedom in the practice of their calling, and with unique expertise in the music of our people, transmit Jewish values and identity to congregants of all ages.

In 1948, the Hebrew Union College-Jewish Institute of Religion established the School of Sacred Music at its New York campus for the education of Cantors. Reform Cantors are associated in the American Conference of Cantors, chartered by the State of New York in 1950.

Out of the firm conviction that the implementation of the Guidelines will prove beneficial to Congregations and Cantors alike, the leadership of the Union and the Conference call upon their members to accept the Guidelines and to pledge faithfully to fulfill the Congregations' and Cantors' special responsibility to each other.

I. THE CANTOR IN THE CONGREGATION

A. The Status of the Cantor in the Congregation

The Cantor is a member of the clergy of the Congregation, called to minister to the needs of its membership. While in a legal sense the Cantor is an employee of the Congregation, the Cantor's relationship with the Congregation is a special one.

This special relationship is derived from three sources:

1. Cantorial investiture or certification attests to the Cantor's learning and fitness to serve as a clergyperson in Judaism. Investiture is granted upon the completion of four years of graduate study at the HUC-JIR-SSM following four years of undergraduate study at an accredited college or university. Certification is granted by the ACC-SSM Board of Certification to those candidates who have met the Board's requirements but have not completed a four year program at the HUC-JIR-SSM.
2. Cantorial investiture is broadened by continued programs of education individually and in association with other Cantors in the American Conference of Cantors, with the agencies of the Reform Movement and with local and national institutions, both Jewish and non-Jewish, which contribute to the Cantor's professional growth and experience.
3. Cantorial clergy status within a particular Congregation is derived from the Cantor's election to serve the Congregation in that capacity; the specific duties will vary from Congregation to Congregation.

B. The Cantor and Congregational Leadership

A Congregation is best served when its lay and professional leadership consider themselves partners in carrying on the sacred functions of the Synagogue. Officials of the Congregation should meet periodically with the Cantor to consider the various aspects of the Cantor's relationship to the Congregation. They should encourage each other's efforts to introduce new programs and to stimulate the participation of members in congregational activities. The Officers, Board, congregational committees and members of the Professional Staff should work closely together: the lay leadership calling upon the Professional Staff for expert advice, based on individual scholarship, talent, training, and experience; the professional staff respecting the commitment and experience of the lay leadership.

The Cantor should be invited to serve as an ex-officio member of the Board of Trustees with full privileges of discussion. In recognition of the fact that there may be religious, ethical, musical and /or programmatic implications in fiscal or administrative policy decisions, the Cantor should be free to express opinions on these matters, and the Cantor's viewpoint should be accorded the consideration and proper respect befitting the position of a member of the clergy.

Cantors serve the congregation as clergy, and are guided by the Congregation's particular policies and practices; and function in accordance with the by-laws of the Congregation.

C. The Cantor and the Rabbi

The Senior Rabbi is the spiritual leader of the Congregation and its primary religious representative to the community. He/She has the major responsibility for the functioning of the Temple program, and exercises that responsibility as defined by the congregation's by-laws and contractual agreements between staff members and the congregation.

D. The Cantor and the Temple Staff

The professional staff should communicate regularly and openly, and should meet to share ideas and coordinate activities. Individual expertise should be respected and an atmosphere of mutuality and supportiveness should prevail.

II. THE ROLES OF THE CANTOR

A. The Cantor in the Pulpit

The Cantor in the pulpit responds to the traditions and high demands of the Cantorial calling. The worship experience should be the shared responsibility of the Rabbi(s), Cantor, and lay leaders of the Congregation. When changes in worship are under consideration, the Cantor and Rabbi(s) should consult with each other and with the relevant congregational leadership. The Rabbi's and Cantor's special competence in questions of worship should be recognized, and the Cantor's particular expertise in synagogue music should be respected.

Only the Cantor, in consultation with the Rabbi and lay leadership, may invite another Cantor or guest to occupy the Cantor's pulpit.

B. The Cantor as Teacher

Cantors should avail themselves of every opportunity to teach Judaism in the light of the needs of the Congregation. The Cantor in fulfilling this responsibility should cooperate with the Rabbi(s) and Educator, and respect their areas of primary responsibility.

C. The Cantor and Jewish Culture

The Cantor should utilize his/her special expertise in Jewish liturgical arts in the preparation and programming of music and the arts in religious school, in adult education and for special occasions.

D. The Cantor and Life Cycle Events

The Cantor frequently officiates at life-cycle events of congregants. The Cantor should officiate in accordance with the customs and policies of the Congregation and in accordance with his/her convictions. Policies and customs regarding life-cycle events and the clergy should be specified at the time of contractual agreement.

E. The Cantor as Counselor

Those Cantors who have received specialized training in pastoral counseling may serve the individuals and families who seek their help and guidance. The Cantor, guided by the ethics of confidentiality, should, where appropriate, consult with the Rabbi(s) and make suitable referrals.

F. The Cantor in the Community

Cantors demonstrate their commitment to Judaism through participation in activities which benefit the general community, especially through their particular competence in liturgical arts and religion. Cantors may rightly identify themselves with causes, movements, or institutions which they judge compatible with the teachings of Judaism.

G. The Cantor as a Person

Cantors, as do their congregants, require ample time and privacy to fulfill their responsibilities to their family and to maintain their health of body and mind through regular physical exercise, study and recreation. The Congregation is best served in its partnership with its Cantor when it takes the Cantor's needs as a person into account.

The Cantor's voice is particularly vulnerable to the stress and strain of usage. The Congregation must therefore be particularly sensitive to the special conditions required by the Cantor to maintain a healthy and functioning singing voice, so that the Cantor may have a long and productive career.

III. THE AGREEMENT BETWEEN CONGREGATION AND CANTOR

A. Pulpit Succession

Congregations seeking a Cantor to fill a pulpit vacancy and Cantors desiring a change of pulpit should follow the procedures established by the Joint Cantorial Placement Commission, an agency under the joint sponsorship of the American Conference of Cantors, the Union of American Hebrew Congregations and the Hebrew Union College-Jewish Institute of Religion. The address of the Joint Cantorial Placement Commission is: 140 Central Avenue, Lawrence, NY 11559; telephone (516) 239-3650.

1. Candidates for Investiture

Students about to be invested by the Hebrew Union College-Jewish Institute of Religion-School of Sacred Music are also placed through the Joint Cantorial Placement Commission. The date on which senior students will be available for interviews will be announced each year by the College-Institute and the Commission. Meetings between applicants and congregational search committees will be arranged by the Joint Cantorial Placement Commission. Congregations seeking services of newly-invested Cantors are asked to apply to the Joint Cantorial Placement Commission.

2. Credentials

Congregations should be aware that pulpit vacancies may attract applications from individuals of questionable credentials. Members of the American Conference of Cantors will discuss placement only through the Joint Cantorial Placement Commission. Any application received directly from a Cantor should be forwarded to the Director of Placement, Joint Cantorial Placement Commission, 140 Central Avenue, Lawrence, NY 11559;

B. The Cantor Serving on a Limited-Service Basis

Congregations may engage a Cantor to serve on a limited service basis. Under these circumstances, the duties and responsibilities should be precisely defined in writing, specifying how many hours each week and how many days each month are to be devoted to the Congregation. The Cantor's privacy should be respected in regard to those hours or days not specifically designated for congregational service. The Cantor serving on this basis should be elected for a fixed term and receive prorated pension and other fringe benefits, as provided in subsequent sections of these Guidelines.

C. The Nature of the Agreement

The contractual relationship between Congregation and Cantor should also be a covenant through which the parties undertake the obligation of working together in the service of God and the Jewish people. The covenant will be strengthened by regular and candid communication between the congregational leadership and the Cantor. Every effort shall be put forth to make the covenant harmonious and enduring.

All relationships and agreements between Congregation and Cantor should conform to the provisions contained in these Guidelines. A statement to that effect should be included in the written terms of agreement. In accepting these terms, Cantor and Congregation agree faithfully to fulfill their responsibilities and obligations to each other.

D. Tenure Agreements

1. Initial Election

The initial election of the Cantor should be for a minimum period of two years.

2. Renewal

At least four months, but not over six months prior to the completion of the Cantor's agreed period of service, the Congregation's Board of Trustees should ascertain the Cantor's and its own intentions as to the future of the relationship. If the relationship is to continue, the Cantor and the appropriate committee should agree on salary increments and other benefits. The applicable renewal term should be:

First re-election: At least two years

Second re-election: At least three years

Third, and each subsequent re-election: Five years or more, with periodic review of salary and benefits, or a Continuing Contract.

If the relationship is not to continue, either party so deciding shall give the other at least four months written notice to this effect.

3. Continuing Contract

A Continuing Contract affords the Cantor the dignity and security of serving the Congregation without formal re-election, unless a review is requested by either the Cantor or the Board of Trustees. Under the terms of a Continuing Contract, salary and other benefits should be reviewed and negotiated periodically.

4. Life Contract

If the Cantor and the Board of Trustees agree that a Life Contract is desirable, the appropriate committee should negotiate with the Cantor. A Life Contract is an indication of the Congregation's desire to retain the Cantor's services, and the Cantor's desire to remain with the Congregation, until the Cantor reaches the age of retirement. The Congregation has the right to offer a Life Contract whenever it sees fit. When a Cantor has reached the age of forty-five and has served the Congregation for ten consecutive years, the Cantor, so desiring, should be eligible for a Life Contract. In accepting a Life Contract, the Cantor agrees not to seek placement elsewhere.

In planning for the Cantor's Life Contract, the Congregation should consider the Cantor's eventual pension, arrangements in the event of disability, conditions for contract termination and financial protection for the Cantor's dependents in the event of the Cantor's death. (See Retirement, Article IV, p.16.)

E. Evaluation

Specialists in the area of evaluation have concluded that the scope of the Cantor's responsibilities is so broad that an objective evaluation can best be done by an appropriate congregational committee. Some Congregations have undertaken to evaluate the Cantor through the use of questionnaires and surveys which the general membership is asked to complete. Experience has demonstrated that polling the entire congregation can be destructive to relationships between the Cantor and the congregants. Therefore, in considering renewal as well as at any other appropriate time, the committee should rely upon its own perceptions and its personal observation of the quality of the Cantor's ministry in making its recommendations.

F. Terms of Agreement

1. Salary

The ideal of Tsedek, righteousness and rightness, should permeate salary negotiations between Congregation and Cantor.

The following criteria may be included in the consideration of salary:

- a. The overall welfare of the Congregation;
- b. The Cantor's special combination of talents, abilities and experience which enables the Cantor to fulfill the particular needs and priorities of the Congregation;
- c. Information provided by periodic salary surveys undertaken by the American Conference of Cantors.

2. Housing

a. If the Congregation provides housing, or financial assistance for housing, the details of that arrangement shall be specified in writing. If the Cantor dies, the survivors should be entitled to continue to occupy the home without charge for a minimum of six months, or, where applicable, to the end of the current school year, if the remainder of the school year is more than six months.

b. If housing is not provided, that portion of the Cantor's income which is used to house the Cantor and family, plus all expenses pertaining thereto, should, where appropriate, be declared as "Housing Allowance" and so recorded in the Minutes of the Congregation in order to conform to the IRS regulations for tax exclusion.

3. Pension and Insurance

The Congregation and the Cantor should become members of the American Conference of Cantors Pension Plan or any other qualified pension plan agreed upon by both parties.

The American Conference of Cantors Pension Plan includes group life insurance to provide for the Cantor's dependents in the event of the Cantor's death prior to retirement age. Currently, both the Rabbinical and the Cantorial Pension Programs recommend that the Congregation contribute at least 15% of the clergy salary (including housing allowance or value of the parsonage), and that the Rabbi and Cantor contribute 3%. Since these programs are constantly being reviewed, Congregations and Cantors are urged to contact the ACC Pension Plan for information on possible amendments. In addition, the Congregation should provide health, major medical, and appropriate disability insurance for its Cantor. Many congregations provide health and major medical insurance for the Cantor's family as well. If the disability insurance provides for a waiting period before disability insurance payments can be made, the congregation should continue the Cantor's salary and fringe benefits during this time.

4. Convention Allowances

The Congregation should grant the Cantor the time and funds necessary to attend the national and regional meetings of the American Conference of Cantors and the Union of American Hebrew Congregations. The opportunity for study and for the exchange of ideas afforded by these gatherings benefits both Cantor and Congregation. Appropriate coverage for the congregation should be arranged by the professional staff with the approval of the congregational leadership. Attendance at these meetings should not be charged against vacation time.

5. In-Service Education

If the Cantor should seek to strengthen his/her knowledge and proficiency in areas pertinent to his/her Cantorate (such as voice lessons), the Congregation is encouraged to assist in defraying these expenses.

6. Expenses for Interviewing and Moving

Congregations are responsible for the expenses of travel and accommodation of candidates invited for interviews. On electing a new Cantor, the Congregation should pay the full reasonable cost of moving the Cantor's family and possessions.

7. Leisure Time

With the number and diversity of claims upon the Cantor's time, it is clear that Cantorial functions are fulfilled in a variety of ways and places, and not exclusively in the Synagogue or in the Cantor's study.

The Cantor is entitled to at least one free day each week, or to comparable time, and to a vacation of at least one month during each year of service to the Congregation. Time spent on the staff of UAHC Camps or Conclaves, or time spent in leading trips to Israel, as approved by the Congregation, should not be charged against annual vacation time.

8. Maternity Leave

Given Judaism's traditional commitment to the family, Congregations should gladly support the decision of Cantors to become parents. Fathers, as well as mothers, should be afforded every opportunity to devote themselves to parenting.

For women Cantors, Congregations should grant at least a two month maternity leave at full pay. If additional leave is indicated, the Cantor and Congregation should attempt to work out a mutually agreeable and equitable arrangement. The Congregation should compensate substitute Cantors if their services become necessary during the Cantor's maternity leave. The Joint Cantorial Placement Commission, the UAHC Regional Director, colleagues in the American Conference of Cantors, and the Cantor herself will endeavor to assist the Congregation in finding substitute Cantors as required. Well in advance of her taking maternity leave, the Cantor should plan for the continued functioning of the Congregation's programs during her absence.

9. Sabbatical Leave

A Cantor may be granted a paid Sabbatical leave after six or seven years of service to the Congregation. The leave provides the Cantor with an opportunity to seek spiritual and physical reinvigoration through a program of study and travel. In consultation with the Cantor and the (Senior) Rabbi, the Congregation may arrange for a substitute Cantor or for a number of substitute Cantors during the Sabbatical. A Sabbatical may be granted for a full year, or for part of a year, or may be divided over a period of more than one year. Taking into account the individual circumstances, the Congregation and the Cantor should work out an arrangement for the length of the leave and for compensation. The American Conference of Cantors can offer guidance on this subject.

10. Sick Leave

Absence caused by illness should not be charged against the Cantor's vacation time.

G. Election of the Cantor

1. The initial election of the Cantor should follow the customary procedures for election of clergy within that Congregation.

2. Re-election

The Cantor's re-election should follow the customary procedures for re-election of clergy within that Congregation.

H. Copies of Agreements

For the protection of all parties, all agreements should be in writing. Copies should be furnished to the Cantor who should forward them to:

1. The American Conference of Cantors

5591 Chamblee-Dunwoody Road
Building 1360, Suite 200
Atlanta, GA 30338

2. The National Commission on Cantorial-Congregational Relationships

UAHC, 633 Third Avenue, New York, NY 10017

I. Differences of Interpretation

All differences of interpretation regarding the agreements between Cantor and Congregation should be resolved by the National Commission on Cantorial-Congregational Relationships (See Article V, pg 18.)

J. Termination of Service

1. Notice

Written notice of non-renewal of a contract should be given four months prior to the completion of the contract period, in accordance with (Article III.D.2, pg 10.)

2. Time of Pulpit Change

Placement openings occur at all seasons. As a consequence, placement opportunities for the Cantor cannot always coincide with the termination date of the Cantor's commitment. While the Cantor is legally and morally committed to complete any contractual period, and the Congregation has the right to insist that the Cantor do so, the following procedure has proved equitable, and should be considered, where appropriate.

The Cantor should not begin to seek or to consider a change of pulpit, nor will the Joint Cantorial Placement Commission offer placement consideration, until no more than one year of the contract term remains.

When the Cantor receives a firm offer of a new position and wishes to accept it, a release from the present commitment must first be secured, the date of release to be determined by agreement among the Cantor and the two Congregations involved, in consultation with the Joint Cantorial Placement Commission.

3. Absences for the Purpose of Interviewing

When a Cantor's contract will not be renewed, the Congregation should appreciate the Cantor's need to be absent frequently from the community for the purpose of securing another pulpit. Congregations should understand that interviews are arranged at the convenience of the Congregation that seeks a Cantor, and that often the Cantor will have to be away from the present post on days other than the regular day off. This may necessitate the rescheduling of classes and appointments. In its turn, the prospective Congregation should recognize that it itself will disrupt the schedule of the Congregation whose Cantor it invites for interviews. The situation calls for forbearance, as well as for the clear commitment of the departing Cantor to fulfill his/her Cantorial responsibilities to the present Congregation.

4. Terminal Vacation

When the departing Cantor has served the Congregation from Rosh Hashanah to Shavuot, the Cantor is entitled to annual or terminal vacation with pay on a pro-rata basis.

5. Severance Pay

If the Congregation does not renew the contract of a Cantor who has served it for seven years or longer, the Cantor should be entitled to severance pay, provided that there has been no gross misconduct or wilful neglect of duty. The amount of severance pay should be determined by using a general guideline of one month's compensation for each year of service to the Congregation, as recommended by the National Commission on Cantorial-Congregational Relationships. This formula may be adjusted higher or lower, taking into account all of the circumstances, including a provision for offset pay if the Cantor secures another position during the severance pay period.

IV. RETIREMENT

A. Planning for Retirement

The Congregation and the Cantor should begin to plan for the Cantor's eventual retirement before the Cantor reaches the age of fifty-five. The Cantorial Pension Board will provide information as to accrued and anticipated coverage for the Cantor, and options available for retirement. All agreements relating to the Cantor's retirement, date of retirement, and financial provisions, should be clearly agreed to in writing by the Cantor and the Congregation.

1. Age of Retirement

Retirement may take place at or after age sixty-five. Other times for retirement may be specified by agreement.

2. Pension

Upon retirement, the Cantor should be entitled to receive a pension amounting to a minimum of sixty percent of the highest annual income, regardless of any additional income. Income for this purpose should include salary plus housing allowance, or the fair rental value of housing provided to the Cantor by the Congregation. A Cantor and each Congregation with which he/she is associated during his/her career should make appropriate annual contributions designed to achieve this result for the Cantor. (See Article III. F. 3., page 12).

The Congregation from which the Cantor actually retires should review every two years the amount of pension received by the Cantor, or, in the event of death, by the surviving spouse, taking into account then current cost-of-living indices.

3. Medical Insurance

After the Cantor's retirement, and for the remainder of his/her life, the Congregation should continue to provide medical insurance for the Cantor, his/her spouse, and dependents, in accordance with previous agreements.

4. The Cantor's Dependents

In planning for the Cantor's retirement, the Congregation should also take steps to protect the Cantor's spouse and dependents. In the event of the Cantor's death, such benefits as continuation of health insurance and supplemental pension benefits should be provided for spouse and dependents in accordance with previous agreements.

B. The Cantor Emeritus

1. Granting the Title

If the Cantor has served the Congregation for ten years or more at the time of retirement, the title Emeritus should be conferred. Other honorary titles may also be conferred by agreement between the retiring Cantor and the Congregation.

2. The Role of the Cantor Emeritus

Only one Cantor can carry the responsibility for the administration of Cantorial functions in the Congregation. When a new Cantor is elected and enters into office, this responsibility is automatically transferred to him/her. The Cantor Emeritus should help to establish the successor in the position, and should guide lay people to understand that the new Cantor is the Cantor of the Congregation. The new Cantor has an obligation to accord the Cantor Emeritus the proper honor and courtesy along the following lines:

- a. The Cantor Emeritus may sit on the Bimah at all services and on the platform or at the head table at all significant occasions in the Congregation's life, if he/she so desires. If the Emeritus prefers to sit with the Congregation or to be absent, such wishes shall be respected.
- b. The Cantor Emeritus may participate in conducting the Synagogue service and/or teach only when invited to do so by the Cantor of the Congregation. In accepting the invitation to participate, the Emeritus will follow the forms of worship and rituals then prevailing.
- c. The Cantor Emeritus should not attend meetings of the Congregation's Board of Trustees.
- d. The Rabbi and Cantor of the Congregation are expected to officiate at life-cycle functions for members of the Congregation and their families. However, when members request the Cantor Emeritus to participate, the Emeritus may do so, but only upon the invitation or request of the Cantor of the Congregation.
- e. The Cantor Emeritus shall keep the Cantor of the Congregation informed of significant events in the lives of the congregants about which the Emeritus has knowledge.

C. The Deceased Cantor's Spouse

All of the privileges and courtesies accorded to the Cantor's spouse during the Cantor's tenure should be continued after the Cantor's death.

V. CONCILIATION AND ARBITRATION

A. The Function of the National Commission on Cantorial-Congregational Relationships

The National Commission on Cantorial-Congregational Relationships (NCCCR), composed of representatives of the Union of American Hebrew Congregations and the American Conference of Cantors, has been established to interpret the procedures set forth in these Guidelines.

When tensions occur in the relationship between Cantor and Congregation, the Board of Trustees and/or the Cantor should promptly call upon the Commission for assistance in resolving the difference at an early stage.

Should a more serious dispute arise, either the Cantor or the Congregation should call upon the NCCCR to conciliate or to arbitrate.

Once the NCCCR has the matter before it, Placement service will be suspended for both Cantor and Congregation until authorization has been given by the NCCCR. During this process the Cantor should continue to fulfill all responsibilities and commitments, and the Congregation should continue to pay the Cantor's salary and all benefits.

B. Procedures of the Commission

1. The NCCCR may offer counsel and advice to the Cantor and/or the Congregation.
2. The NCCCR may appoint a Conciliation Team to ascertain the facts and to recommend solutions. Some recommendations might be offered at the time of conciliation, but normally, the team reports to the Commission, which will then officially transmit the report and recommendations in writing to each of the participants. If the recommendations are accepted, they are binding on both parties.
3. If conciliation fails to resolve the dispute, the NCCCR may recommend arbitration under rules which it will determine.
4. The NCCCR may call upon Cantors and lay people who are not members of the Commission to represent it, thus widening the possible panel of arbitrators in order to carry out the provisions of (Article V. B. 3, pg 18).
5. In all cases involving arbitration, both Cantor and Congregation will have a choice of available NCCCR personnel; each shall choose one. The two thus selected will choose a third.

6. In both conciliation and arbitration, the NCCCR will be guided by
 - a. The facts.
 - b. Any existing contractual relationships.
 - c. These Guidelines, to the extent they are not in conflict with contractual relationships.
 - d. Experience with respect to Cantorial-Congregational relationships at other Congregations.
7. The parties to all conciliation and arbitration proceedings will be bound by Rules of Procedure which the NCCCR may adopt from time to time.