

AGREEMENT BETWEEN  
DULUTH-SUPERIOR SYMPHONY ASSOCIATION  
AND THE  
DULUTH MUSICIANS ASSOCIATION LOCAL NO. 18  
AMERICAN FEDERATION OF MUSICIANS

September 1, 2022 through August 31, 2025



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## AGREEMENT

This Agreement is entered into effective the 1st day of September, 2022, by and between the Duluth Musicians Association, Local No. 18, American Federation of Musicians hereinafter referred to as the "Union," and the Duluth-Superior Symphony Association, a non-profit corporation organized under the laws of the state of Minnesota, hereinafter referred to as the "Association." This Agreement ends on August 31, 2025.

### 1. RECOGNITION, DISCRIMINATION, DUES CHECK-OFF AND UNION SECURITY

#### 1.1 Recognition

The Association recognizes the Union as the sole and exclusive bargaining agent for all Musicians and Librarians employed by the Association for the purpose of establishing and maintaining wages and other terms and conditions of employment. This Agreement sets forth the minimum wage scales and working conditions of all persons who are engaged as Musicians by the Association and no individual contract shall be negotiated between the Musician and the Association which is less than the minimum wage scales provided by this Agreement.

#### 1.2 Discrimination

The Association and the Union shall not engage in, and shall not tolerate, any discrimination on the basis of race, color, religion, gender, sex, sexual preference, age, national origin, marital status, union activity or political affiliation, nor shall they engage in or tolerate any activities constituting sexual harassment.

#### 1.3 Union Membership

As a condition of employment, all Regular Members covered by this Agreement who are members of the American Federation of Musicians (AFM) on the execution date of this Agreement shall maintain their membership in the AFM as a condition of employment and those who are not members shall become a member of the AFM and maintain such membership in good standing. All Regular Members 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 AFM and maintain such membership as a condition of employment. Maintenance of membership shall be interpreted to include the proper payment of the AFM initiation fees, membership dues, work dues and Players Committee dues uniformly required. The foregoing shall be subject to applicable law.

As a condition of employment, all Musicians covered by this Agreement who are members of the AFM on the execution date of this Agreement shall maintain their membership in the AFM. Those who are not members, and all Musicians hired after the execution date of this Agreement shall, as a condition of employment, either become members of the AFM no later than the thirty-first day following their first day of employment in the season, or upon the first service of the second concert series (whichever is later), or in lieu of membership, may choose to exercise their rights under law, and pay an agency fee to the Duluth Musicians' Association, in accordance with the bylaws of AFM Local 18.

## 1.4 Work Dues Check-Off

Upon acceptance of a Dues Check-Off Authorization Form the Association agrees to deduct from the wages of each Musician, work dues in such amounts as are uniformly required by the Union and/or the AFM of its members. The Dues Check-Off Authorization Form shall be irrevocable for a period of one (1) year or until the expiration of the then current Agreement, whichever occurs sooner, and the authorization shall be renewable automatically for successive periods of one (1) year or for the period of each succeeding applicable Agreement, whichever is shorter. The Association shall remit to the Union all monies deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made, no later than three (3) business days following each pay period.

Local 18 is responsible for paying the Regional Orchestra Player Association (ROPA) dues.

## 1.5 Labor Management Committee

The parties are in agreement that full collaboration and understanding between the parties and a harmonious relationship will promote efficient performance, which is in the interest of the Musicians, the Union and the Association. To this end, it is recognized that matters, other than formal grievances, may arise which may be appropriate to discuss in a Labor Management Committee (LMC) meeting. While the LMC cannot adjust or modify contract language, the LMC may address matters of contract language interpretation, as well as identify and make recommendations for future contract language. Operational processes or procedures addressed in this Agreement may be discussed and clarified through the LMC.

The LMC shall consist of an equal number of representatives of the Association and the Union. Each party shall choose its own representatives, and the composition of the LMC shall include the Association Executive Director and Union President. The LMC will meet on a regular basis to review and resolve issues and concerns between Musicians, the Union and the Association.

## 1.6 Association Provision of Financial Information

The Association and the Union recognize the importance of maintaining transparency of the financial operations of the Orchestra. To that end the Association agrees to make available existing Association financial reports to Musician members of the Board of Directors of the Association and otherwise at the request of the Union. At least once a year the Association shall cause to be prepared a "State of the Orchestra" presentation or letter to the Union and Musicians, summarizing the financial condition of the Orchestra, the recent year in review and answer questions the Union or Musicians may want to know about the Association's present condition and future direction. While some questions may be addressed at that meeting, Management requests the submission of questions at least one week prior to the meeting date. As time permits the Association may distribute a quarterly summary that may include a financial report to date versus budget and adequate historical benchmarks, audience reports from recent concert activity, and a review of fundraising activity. All information and reports provided to the Union and Musicians will be held in confidence and not passed around or discussed outside of the organization.

## 2. DEFINITIONS

- 2.1 “Agreement” means this agreement entered into between the Association and the Union.
- 2.2 “Association” means the Duluth-Superior Symphony Association and Duluth-Superior Symphony Orchestra (DSSO and DSSA), a non-profit corporation organized under the laws of the State of Minnesota.
- 2.3 “Audition Committee” means the committee formed in accordance with Section 5.5.
- 2.4 “Chamber Orchestra” means a group of Musicians that does not constitute the full Orchestra and is conducted.
- 2.5 “Chamber Ensemble(s)” means a group of Musicians that does not constitute the full Orchestra and is not conducted.
- 2.6 “Concert Cycle” means rehearsals and performances of the concert and any runouts of a concert.
- 2.7 “Concert Season” is the nine-month period extending from September 1 to May 31 of each year.
- 2.8 “Contract Season(s)” means a 12-month period commencing on September 1 and ending upon August 31 during the term of this Agreement.
- 2.9 “DECC” means the Duluth Entertainment and Convention Center, the home of Symphony Hall, the regular performing venue for the DSSO.
- 2.10 “DSSYO” means the youth orchestra program encompassing, but not limited to, the Duluth-Superior Symphony Youth Orchestra, Concert Orchestra and Sinfonia.
- 2.11 “Duluth-Superior City Limits” means the geographical area contained within a twenty-five (25) miles radius of the Duluth Entertainment and Convention Center (DECC).
- 2.12 “Hiring Order” means that the order for Regular Members to be offered employment is based on the position for which they successfully auditioned and as needed per musical requirements.
- 2.13 “Homestay” means private lodging that is offered to commuting Musicians. “DSSA provided Homestay(s)” means lodging arranged by the DSSA.
- 2.14 “Librarian” means the librarian employed by the Association for the Orchestra.
- 2.15 “Management” means the personnel employed by the Association to manage and operate the Duluth-Superior Symphony Orchestra.
- 2.16 “Masterworks” means Subscription Concerts of both new and traditional works written for a symphony orchestra. This is our flagship series of the orchestral genre.
- 2.17 “Member(s)”, “Regular Member(s)” and “Regular Member(s) of the Orchestra” means Musicians who are contracted to play in the Orchestra who are either Probationary Musicians or Tenured Musicians.
- 2.18 “Music Director” means the Music Director employed by the Association to conduct concerts, provide artistic direction and support the business needs of the Orchestra.
- 2.19 “Musician(s)” means all Regular Members of the Orchestra and Substitute Musician(s), specifically excluding guest artists.



- 2.20 “Opera” means a semi or fully staged work that may involve, and is not limited to singers, actors, dancers, and musicians. For definition purposes a Broadway musical falls under the classification as “Opera”.
- 2.21 “Orchestra” means the orchestra organized and employed by the Association and known as the Duluth-Superior Symphony Orchestra.
- 2.22 “Outreach Concert(s)” means a performance specifically designed for families, children, or special audiences and, subject to the criteria set forth in Section 4.1.h., constitutes one Service.
- 2.23 “Personnel Manager” means the person employed by the Association to facilitate hiring, scheduling and personnel issues of Musicians and Concerts in accordance with this Agreement.
- 2.24 “Players Committee” means a committee of Members as defined in Section 13.2.
- 2.25 “Pops” means Subscription Concerts in which the programming is lighter and, on occasion, utilizes non-traditional/non-classical elements.
- 2.26 “Principal (Musician)” is defined in Section 8.
- 2.27 “Probationary Musician” means a Musician who has auditioned and won a regular position in the Orchestra and has not yet attained tenure in accordance with Section 5.7 of this Agreement.
- 2.28 “Right of First Refusal” along with the phrase “Regular Members” means that employment is initially offered to Regular Members, who may then refuse said employment.
- 2.29 “Scheduled Services” or “Schedule of Services” means those Services scheduled as part of the Schedule of Services in accordance with Section 9.1 of this Agreement and Services added to the Schedule of Services in accordance with Section 9.3 of this Agreement.
- 2.30 “Service” means a rehearsal or performance as defined in Section 3.2 of this Agreement.
- 2.31 “Side Letter(s)” means additional written agreements made between Management and the Union that may have specific start and end dates.
- 2.32 “Subscription Concert(s)” means performances which are offered by the Association to subscribers of season tickets each Concert Season.
- 2.33 “Substitute” and “Substitute Musician(s)” means the status held by a Musician who is temporarily replacing a Tenured or Probationary Musician and who is contracted for all or all remaining Services in preparation for any given performance.
- 2.34 “Summer Season” means the months of June, July and August of each year of this Agreement.
- 2.35 “Supplemental Employment Opportunity” is defined in Section 4.
- 2.36 “Tenured Musician(s)” means Regular Members of the Orchestra who have attained tenure in accordance with Section 5.7 of this Agreement.
- 2.37 “Titled Musician(s)” means those Members that hold Titled Positions.
- 2.38 “Titled Position(s)” means concertmaster, assistant concertmaster, associate concertmaster, principal and assistant principal of each section.

- 2.39 “Union” means the Duluth Musicians Association, Local No. 18, American Federation of Musicians.

### 3. SERVICES AND PAY

#### 3.1 First Call

All Regular Members of the Orchestra covered under this Agreement shall have the Right of First Refusal on any musical service or musical engagement offered, sponsored, or presented by the Association which uses the position specified in their individual contracts.

#### 3.2 Services

##### a. Service as a Basis for Pay

Except as otherwise provided in this Agreement, the pay for all Musicians shall be on a per Service basis, be it a rehearsal Service or a performance Service. Pay shall be at the rates and subject to the other conditions and provisions as hereinafter set forth.

##### b. Length of Rehearsal Service

Each rehearsal Service shall be two-and-a-half (2½) hours in length, with a fifteen (15) minute break to commence no sooner than forty-five (45) minutes after the start and within the first ninety (90) minutes.

##### c. Scheduled or Called Service Minimum

A scheduled or called rehearsal Service shall be considered a complete Service even though it may be less than two-and-a-half (2½) hours in length. Musicians must be paid for a two-and-a-half (2½) hour Service.

##### d. Performance Minimum

A performance shall be considered a complete Service even though it may be less than two-and-a-half (2½) hours in length. Musicians must be paid for a two-and-a-half (2½) hour Service.

##### e. Pay for Rehearsal Service when Absent from Concert

The Association shall pay for all rehearsals attended by a Musician preparatory to a specific concert even if the Musician does not play the actual concert, if he/she is absent from the performance for a reason beyond his/her control.

#### 3.3 Overtime

##### a. Overtime Rate

Overtime payment shall be on a time-and-a-half basis, and shall be in effect for any Service time extending beyond two-and-a-half (2½) hours (exception: Outreach Concerts, as provided in Section 3.3.d.). Opera dress rehearsals, Opera performances and single-rehearsal Pops Concerts allow for a three (3) hour Service with the additional thirty (30) minutes paid pro-rata (straight time), in which any time beyond three (3) hours shall be paid on a time-and-a-half basis.

##### b. Blocks of Overtime and Breaks

Overtime shall be paid in blocks of fifteen (15) minute segments. The first block of overtime will be performed without a break. In the event that a second block of overtime is needed, there will be a mandatory five (5) minute break taken at any time during that thirty (30) minute period. Additional overtime blocks will be treated in the same manner as the second block of overtime.

c. Notification of Overtime

Planned overtime shall be announced no later than the end of the preceding rehearsal. In the event where time is needed to finish the work being rehearsed, the rehearsal may extend uninterrupted for no longer than five (5) minutes; in the event of unplanned overtime, the Musicians will be polled by the Music Director or Personnel Manager to agree to go into overtime and a simple majority will rule. Attendance will be mandatory unless there are extenuating circumstances. In either scenario this time will still be considered overtime in regards to pay. Overtime is discouraged on days in which there are two (2) or more Services.

d. Overtime for Outreach Concerts

In the event that an Outreach Concert is scheduled in conjunction with its rehearsal and the time required is more than two-and-a-half (2½) hours but not more than three-and-a-half (3½) hours, the Association shall pay the overtime rate (time-and-a-half) for the entire Service (example: A Young People's Concert Service begins at 9:00am and ends at 12:15pm will be considered Overtime for the entire Service. A rehearsal, followed by a break, followed by a concert would be considered two (2) Services at regular pay.

### 3.4 Detailed Provisions Applicable to a Service

a. Personnel Manager Keeps Clock

The Personnel Manager shall have a clock at all Services which shall designate the official time. The Personnel Manager shall be responsible for stopping a rehearsal at the scheduled time.

b. Saturday, Sunday, Monday and Tuesday Rehearsal.

The Association shall make every effort to comply with the following scheduling guidelines:

- (i) Saturday rehearsal scheduled on the performance date shall be scheduled no earlier than 10:00am.
- (ii) To avoid scheduling more than two Sunday doubles (two Services) per Concert Season.
- (iii) To avoid scheduling rehearsals on Mondays and Tuesdays.

On days when there are two rehearsals, there will be a minimum of a ninety (90) minute break between the end of the first rehearsal and the beginning of the second rehearsal.

c. Break Between Dress Rehearsals and Concerts

When practical there shall be a minimum of four (4) hours between dress rehearsal and concerts.

d. Musician Responsibility for Copy of Music

It is the responsibility of the Musician to have copies of music that are to be used at performances at all Services, including Services which a Musician cannot attend.

e. Musician Responsibility for Care of Copy of Music

It is the responsibility of the Musician to maintain original copies of music which are to be used in rehearsals and performances in the condition in which such original copy is received, ordinary wear accepted. In the event a Musician damages or loses original music copy, the Association may charge such Musician for such damaged or lost original copy of music.

f. Service Delays and Alternate Sites for Outdoor Services

In the event of inclement weather as determined by the Association, the Association and/or presenting agency shall provide a planned alternate site for said Service. The Association may delay said Service for a period or periods not to exceed two (2) hours in the aggregate. Any such delay shall not be included in calculating compensation for Musicians. Delay time exceeding two hours in the aggregate (including a move to an alternate site) shall be included in calculating compensation for Musicians in accordance with Section 3.3.

g. Break Between Summer Season Dress Rehearsals and Concerts

There shall be a minimum two-hour break between the end of Summer Season dress rehearsals and the commencement of concerts.

h. Temperature Limits

The Orchestra will not rehearse or perform indoors when the stage temperature is below 65 degrees F or above 78 degrees F. The Orchestra will not rehearse or perform outdoors when the stage temperature is below 60 degrees F or above 90 degrees F.

### 3.5 Pay Classifications

a. Pay Scales

The pay scales for each 2½ hour Service attended by Musicians for a rehearsal or performance during the Contract Season, except where noted differently in this Agreement, shall be as follows:

	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Concertmaster	\$179.00	\$180.00	\$183.00
Associate Concertmaster	\$100.00	\$101.00	\$103.00
Assistant Concertmaster	\$90.00	\$93.00	\$96.00
Principal	\$96.00	\$98.00	\$101.00
Assistant Principal	\$90.00	\$93.00	\$96.00
Section (W/W, Brass, Percussion)	\$79.00	\$83.00	\$86.00
Section Strings	\$77.00	\$80.00	\$83.00

b. Librarian

The pay scale for Librarian for this Agreement is listed below and is in addition to his or her wages as a Musician. The Librarian and Management will negotiate a separate contract for library related work that is not specified in this Agreement. The job description for the Librarian position will be available in the Association office. The Librarian is subject to all other sections of this Agreement as it would normally apply to other Regular Members of the Orchestra, with the exception of Section 12.

<b>Ensemble Size</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Subscription Concerts & 50+ Musicians	\$390.00	\$405.00	\$420.00
30-50 Musicians	\$305.00	\$320.00	\$335.00
11 to 29 Musicians	\$245.00	\$260.00	\$275.00
Less than 10 Musicians	\$185.00	\$200.00	\$215.00
Youth Orchestras	\$390.00	\$405.00	\$420.00
Audition Excerpt Preparation	\$275.00	\$275.00	\$275.00

### 3.6 Availability of Paychecks

The paycheck shall be direct deposited in a Musician's bank account or mailed to a Musician's address of record within five (5) business days following the conclusion of the Concert Cycle. Compensation for Supplemental Employment Opportunity (SEO) Services shall be available at the next payroll date for the DSSA. Musicians, in lieu of receiving payment by mail, and upon request to the Association, may pick up their check at the offices of the Association as of the last date the paycheck is required to be mailed to the Musician in accordance with this Section.

### 3.7 Doubling, Cartage, Bowing Fees and Copy Service

- a. Musician doubling (playing more than one instrument during a given Service, subject to the exceptions below) shall be compensated in addition to their regular pay scale by an amount equal to 20% of their regular pay scale per double.

The following instrument groups will not be considered as doubles:

Bb clarinet, A clarinet;  
 Bb trumpet, C trumpet;  
 Keyboard as a group;  
 B tuba, C tuba, Eb tuba, F tuba;  
 Timpani;  
 Traps and drum sets; and  
 All other percussion.

- b. Cartage

When a Musician is required to transport via motor vehicle one of the following instruments listed below, the Association shall pay the following cartage fee per Service transported:

Harp	\$20
Timpani	\$15/bowl for the first two and \$10 per bowl thereafter
Drum Set	\$10
Marimba	\$10
Synthesizer	\$10

Xylophone	\$10
Vibraphone	\$10
Chimes	\$10
Bells (Glockenspiel)	\$10
Amplifier	\$10
Bass Drum	\$10
Double Bass	\$10 (when parking not provided).
Any instrument of extraordinary nature such as one requiring two or more people to move it	\$15

c. **Bowing Fee**

Bowing Service performed by the Concertmaster and string Principals shall be paid at the rate of \$35 per Concert Cycle; provided, no bowing fee shall be payable with respect to a Concert Cycle for which the conductor directs the Musician not to perform bowing Services. The bowing fee shall be paid as of the next paycheck date for a regularly scheduled Concert Cycle as established under Section 3.6; provided the bowing work is complete and delivered to the Librarian at least five (5) days in advance of the regularly scheduled paycheck date.

d. **Copy Service**

Copy service (transferring bowings and other markings into parts) shall be paid at the rate of \$10.00 per hour for the Contract Seasons. The copy service fee shall be paid as of the next paycheck date for a regularly scheduled Concert Cycle as established under Section 3.6; provided the work is complete and delivered to the Librarian together with the bill for services at least five (5) days in advance of the regularly scheduled paycheck date.

### 3.8 Mileage and Lodging for Subscription Series

a. **Mileage.**

Musicians whose residence is more than twenty-five (25) miles from the performance venue may request reimbursement for mileage and lodging up to \$250.00 per Masterworks Concert Cycle (four days) and \$175.00 per Pops Concert Cycle (two days). Any Musician who lives more than 900 miles away from the venue can negotiate their own travel reimbursement rate, which will be no lower than the current travel maximum. No reimbursement will be paid within a twenty-five (25) mile radius from the venue. Mileage will be reimbursed at 45% of the Federal Mileage Reimbursement GSA rate established at the beginning of each calendar year for the following season (example: rate set on January 1, 2022, will be the rate for the entire 2022-23 Season). The reimbursement rate is as follows:

45% of the current applicable GSA rate if one Musician in a vehicle

50% of the current applicable GSA rate if two Musicians in a vehicle

60% of the current applicable GSA rate if three Musicians in a vehicle

75% of the current applicable GSA rate if four Musicians in a vehicle

To claim mileage, a form provided by the Association must be submitted at the end of a particular Concert Cycle to request mileage. This form must indicate the number of miles actually driven-(including the 25 miles that are not reimbursed), who is the driver of the vehicle, and who are the passengers. The driver and passenger must certify that the form is correct.

Mileage reimbursement in each respective Concert Cycle as above provided shall be paid for out-of-town performances, except separate mileage shall not be paid where the Association provides transportation. If the Association does provide transportation, mileage reimbursement shall not be paid to Musicians who elect to drive substantially the same route as traveled by the transportation provided.

Only Musicians driving and providing transportation shall receive reimbursement a twenty-five (25) mile radius from the venue. In the event the Association provides alternative transportation, there shall be no reimbursement for mileage.

b. Lodging

Musicians who choose to use a Homestay for their accommodations may request a payment of \$25 per diem per night or additional comp tickets for their hosts. Musicians staying with DSSA provided Homestays are not eligible for the per diem.

### 3.9 Sharing Cost of Insurance Premiums on Instruments and Equipment

The Association shall pay each Regular Member (excluding Regular Members on leave of absence) the lesser of \$220 or 60% of the aggregate premium for insurance coverage on instruments and equipment owned and used by such Regular Member in Association-sponsored engagements during the term of this Agreement. The Regular Members shall pay the balance of any such premium on a payroll deduction basis. The Association shall pay 60% of the deductible in a loss claim paid on such instruments and equipment. Regular Members may insure other instruments and equipment under this policy, but shall be required to pay 100% of the additional premium and 100% of any deductible. Regular Members shall be provided with a certificate of the policy, with a copy of the policy being available in the Association's office. Coverage shall be based on declarations filed with the Association office before November 1 of each Season, if possible. Payroll deductions shall be made on the earliest possible paycheck. The policy shall cover the instruments 24 hours a day, 12 months of the year. Members on leave of absence may insure instruments and equipment under this policy, but shall be required to pay 100% of the premium and 100% of any deductible.

### 3.10 Parking at DECC Auditorium

The Association shall provide free parking -- near the Auditorium stage door whenever possible.

### 3.11 Per Diem

In addition to regular pay, Musicians performing outside the Duluth-Superior City Limits shall receive the following cash allowances through increases in their paychecks issued pursuant to the engagement. Breakfast shall be paid if the Musician is traveling under the employ of the Association between 7:00 a.m. and 8:00 a.m.; lunch shall be paid if the Musician is traveling under the employ of the Association between 11:30 a.m. and 1:00 p.m.; and dinner shall be paid if the Musician is traveling under the employ of the Association between 6:00 p.m. and 7:00 p.m. Compensation paid shall be as follows during the term of this contract: Breakfast \$4.00; Lunch \$6.50; and Dinner \$11.00.



### 3.12 Audition Committee Compensation

Each member of the Audition Committee shall receive \$20.00 for each hour or part thereof of auditions. Members of the Audition Committee shall be reimbursed for mileage under Section 3.8 of this Agreement.

#### 4. Supplemental Optional Employment (SOE)

The Association may be approached at different times to provide entertainment or support for other organizations (e.g., providing an orchestra to support the Minnesota Ballet in a production of the *The Nutcracker* or to the Duluth Playhouse requiring an orchestra for *Les Miserables*). A motivation for other organizations to approach the Association is to acquire a professional orchestra and to possibly use the DSSO name to attract a larger audience. In order for the Association to accept these proposals and also to provide more employment for the Regular Members, exceptions to this Agreement may be allowed under these restrictions:

- a. Regular Members shall have the Right of First Refusal for all employment under these categories. Exceptions may be made, with the approval of the Union, when a specific ensemble is more appropriate for the situation.
- b. In order for the hiring organization to use the DSSO name, the performing group hired must have a 2/3 majority of Regular Members (e.g., if the group required is a 15-piece chamber ensemble, at least ten of those players must be Regular Members in order to allow the use of the DSSO name). The Association may allow the hiring organization to use a phrase such as "Members of the DSSO".
- c. The Hiring Order is to be followed as per Section 5 of this Agreement.
- d. The Attendance Policy is not applicable in this Section. However, accepting employment requires attendance at all Services and Regular Members will receive an attendance credit for each instance of an SOE performance. One (1) Masterwork credit will be given for every four (4) Services.
- e. Whenever possible the pay scale for these Services will not be less than what is set forth in this Agreement however, there will be a base minimum of \$60 per Service. Pay for Services outside the Duluth/Superior City Limits area shall be at a higher rate to compensate for travel to the venue by the Musicians unless the contractor provides travel.
- f. Mileage compensation will only be paid from the Duluth/Superior City Limits to the venue.
- g. In the circumstance where Musicians will perform for a Broadway musical type performance (e.g., one person on a part), the pay scale is based on the Principal pay set forth in this Agreement. There shall be no extra compensation for doubling. The Association may negotiate for higher pay to cover extra costs.
- h. The pay rate for a Service shall be no less than the Agreement agreed-upon length of two-and-one-half (2-1/2 hours). Any Service lasting longer shall be paid in a pro-rated time and not be counted as overtime pay, with the exception of a Service lasting longer than three-and-one-half (3-1/2) hours. For Services lasting longer than 3-1/2 hours, the added time will be paid at double the pro rated amount.
- i. The Association may act as a conduit when requested to provide a small ensemble for which many groups already exist (e.g., if a person or organization approaches the Association and wants a string quartet for their annual dinner, the Association shall provide them with a list of established quartets available for hire or offer to make the initial contact.) The Association shall not be in competition with locally established ensembles.
- j. Any other concert or performance that is not clearly defined in this Agreement (including Side Letters) shall be discussed between Management and the Union to find mutually beneficial outcomes.

## 4.1 Examples of Supplemental Optional Employment

### a. Extra Commercial Shows

In the case of extra commercial shows not sponsored by the Association, no Musician shall be paid less than the applicable minimum rates provided for under this Contract. Rehearsal and Concert schedules that are in conflict with this Agreement shall be approved by the Union prior to contracting. Musicians shall be presented with the schedule in the offer of employment. This is optional employment and Musicians may decline for any reason; if employment is accepted Section 10 of this Agreement applies.

### b. Community Engagement Performances (CEP) in which the DSSA, as part of its Strategic Plan, presents for public engagement, audience development, education, fundraising and other opportunities to gain visibility in Duluth, Superior and the surrounding communities. The Hiring Order and Pay Scale will be followed if the Services will be conducted. Should CEP Services be in conjunction with a Subscription Series Concert Cycle (e.g. Casual Concert or Young People's Concert) then all Subscription Service requirements shall be applicable.

### c. Chamber Orchestra performances that are part of a DSSA artistic initiative, not for fundraising or engagement. Hiring Order and Pay Scale of this Agreement shall be applicable. No mileage and/or lodging compensation shall be paid. However, Musicians may negotiate for compensation with Management.

### d. Chamber Ensembles that perform as part of a DSSA artistic initiative, in concert settings and not for fundraising or engagement, shall follow the provisions in this Agreement as applicable to Hiring Order and Pay Scale. Exceptions to the Hiring Order may be allowed when there are extenuating circumstances that may require a deviation to the Hiring Order. No mileage and/or lodging compensation shall be paid. However, Musicians may negotiate for compensation with Management.

### e. Chamber Ensembles in the School Program

The following provisions shall be applicable:

(i) Two one-half ( $\frac{1}{2}$ ) hour (thirty minute) performances and related touch-up rehearsals within a Service of two and one-half ( $2\frac{1}{2}$ ) hours shall be considered one Service.

#### (ii) One Rehearsal Service

The Association shall compensate Musicians for one rehearsal Service per Chamber Ensemble per season. However, if more than one rehearsal is necessary, additional rehearsals requested shall not be unreasonably denied.

(iii) The rate of pay to Musicians in such Chamber Ensemble shall be the Principal rate of pay per Service.

#### (iv) Brass Ensemble

The Association shall use its best efforts to avoid scheduling the brass Chamber Ensemble on the day of concerts.

### f. Educational Opportunities (excluding Young People's Concerts) involve, but are not limited to school performances, DSSYO retreat, DSSYO performances, presentations to community groups, and/or subsidized lessons for low-income families.

- (i) School performances and community presentations will be paid at a rate of \$25 per hour with a two (2) hour minimum. Each additional hour will be paid at \$25 with fractions of an hour will be pro-rated. Proposed schedules shall be arranged with the Musician(s) prior to performance commitment.
  - (ii) Lesson rate shall be a minimum of \$40 per hour, fractions of an hour will be pro-rated. Lessons shall be defined as in-person, group coaching or virtual sessions.
  - (iii) DSSYO retreat and DSSYO mentoring shall be paid at the lesson rate of \$40 per hour, fractions of an hour will be pro-rated.
  - (iv) Performances on DSSYO dress rehearsals and concerts shall be paid at a flat rate of \$100 per day.
- g. Fundraising opportunities shall be paid at \$50 per Service. Management may solicit the Musician(s) to perform without compensation as a donation to the DSSO and Musician(s) may perform, at their choosing, without compensation. No Musician shall be discriminated against if they refuse to perform without compensation.
- h. Outreach Concert(s) is any performance program specifically designed for families, children, or special audiences that does not contain an intermission. When an Outreach Concert is performed twice in one Service segment which does not exceed two-and-a-half ( $2\frac{1}{2}$ ) hours the Outreach Concerts shall be considered one Service period. There may be an intermission between each Outreach Concert; provided, two (2) Outreach Concerts and the intermission must not exceed two-and-a-half ( $2\frac{1}{2}$ ) hours. No more than two (2) pairs of Outreach Concerts will be scheduled during each Contract Season for the term of this Agreement. Refer to Section 3.3.d. of this Agreement for overtime considerations.

## 5. SELECTION OF MUSICIANS

### 5.1 Hiring Order

The Hiring Order shall be followed in all rehearsals and performances where the ensemble is conducted. In smaller ensembles that do not require a conductor (i.e. string quartet, brass quintet, woodwind quintet, etc.) the Hiring Order does not necessarily need to be followed. However, Regular Members will have 'Right of First Refusal' before any Substitute Musicians are contracted. In other words, no Substitute Musician or non-member of the DSSO will be hired until all the Regular Members of the needed instrumentation have been approached.

#### a. String Sections

For larger string sections, the hiring order will be followed. For smaller string sections, the regular Hiring Order will be followed unless an equitable employment seating rotation is implemented prior to the start of a season.

- (i) If one violin is required, the hiring order is:

Concertmaster (C.M.)  
Associate Concertmaster (A.C.M.)  
Principal Second Violin (P.Vln.II)  
Assistant Concertmaster (Asst. C.M.)  
Assistant Principal Second Violin (A.P.Vln.II)  
Section First Violin Members (S.Vln.I)  
Section Second Violin Members (S.Vln.II)

- (ii) If two violins are required, the hiring order is:

Violin I: C.M., A.C.M., P.Vln.II, Asst.C.M., A.P.Vln.II, S.Vln.I  
Violin II: P.Vln.II, A.P.Vln.II (if the P.Vln.II is hired to play the first violin part, the Asst.C.M. may be hired to play the second violin part before the A.P.Vln.II), S.Vln.II

#### b. For Short Term Vacancy

In the event of a short term vacancy, first consideration will be given to all Tenured and Probationary Musicians of the DSSO before the position is offered to a Substitute Musician. This applies to all positions. Because the Music Director has the responsibility to stage the highest level of music possible, he/she has the final determination of personnel. Regular Members passed over for a vacancy will receive verbal and written reasons for the Music Director's decision.

#### c. For Long Term Vacancy

When there is a long-term vacancy for more than one concert cycle due to a leave of absence or other circumstances, then the audition policy will be followed.

### 5.2 Substitute List

At the beginning of each season a ranked list of Substitute Musicians for Principal and Section positions shall be developed by the Music Director in consultation with the appropriate Section Principals and the Personnel Manager. Re-ranking of the Substitute List may occur at any time. It is highly desirable, though not always practicable, that all members of the Substitute List shall have auditioned or played individually for the Music Director and/or the Section Principal.

A musician may be placed on the Substitute list without an audition if he/she is known to be capable of meeting or exceeding the Orchestra standards. At the Music Director's request, the Music Director will arrange a time to meet with and listen to the musician. The Music Director shall have the authority to remove the musician from the Substitute List at his/her discretion after hearing the musician.

### 5.3 Local and Open Auditions

Prior to auditions, the Music Director in consultation with appropriate Audition Committee Members shall determine the positions which are to be advertised as open auditions and those positions which are to be advertised as local auditions.

Local auditions are open to all whose residence is within the jurisdiction of Local 18 which is comprised of the Minnesota counties of Lake of the Woods, Beltrami, Koochiching, Clearwater, St. Louis, Itasca, Hubbard, Cass, Wadena, Crow Wing, Aitken, Lake, Cook, Pine and Carlton; and the Wisconsin counties of Douglas, Bayfield, Ashland and Burnett; as well as all Regular Members of the Orchestra. Substitute Musicians shall be considered Local if they have satisfactorily performed at least three (3) Masterworks concerts with the Orchestra over the previous three (3) years of the audition date.

The Union shall be advised in writing of which positions are to be advertised as open auditions and those positions which are to be advertised as local auditions. The positions so designated shall be advertised in accordance with the foregoing decisions.

The Music Director has the final determination on the minimum number of candidates necessary to hold a viable local audition.

### 5.4 Posting of Audition Notice

When a vacancy occurs in a section, all the other members of the section shall be notified of the vacancy.

Audition dates must be posted with the Union and made public knowledge a minimum of ninety (90) days prior to a local audition, sixty (60) days prior to a national audition. Exceptions to this rule may be made in emergency situations with the Union's consent. However, positions filled in this manner may only be on a temporary basis, and advertised as such, until an audition for the Regular position is posted.

Deadlines for submission of resume and refundable application deposit will be sixty (60) days for local auditions and thirty (30) days for national auditions prior to the posted audition date. The Personnel Manager will review applications in consultation with the Players Committee.

If a non-temporary vacancy occurs in an existing Titled Position, an audition will be held to fill the position.

In the event of a leave of absence granted in accordance with Section 11 herein, the Music Director, in consultation with the appropriate Audition Committee members, may fill such position for the duration of the leave of absence with a Regular Member of the Orchestra. The person filling this position shall have the hiring order and seating order of the Member whom they have replaced. In the event the position becomes vacant, it will be filled by audition.

An applicant not invited to an audition may supply an audio recording if he/she believes he/she is a viable candidate.

Auditions shall be held at the beginning of a Season. In the event of a vacancy occurring mid-season, the Music Director may call for an audition. If no candidate is deemed to be qualified for the vacant seat, the Music Director, in consultation with the Section Principal or appropriate Regular Members of the Orchestra, may determine the method of filling such seat.

All Regular Members and Substitutes of the Orchestra shall be selected through auditions with the following exceptions:

- a. A Regular Tenured Musician may petition to be appointed to a vacancy without an audition. The petition will be accepted only when there is agreement of the appropriate Audition Committee (with  $\frac{2}{3}$  secret ballot vote) and the Music Director. Such Regular Tenured Musician wishing to be considered for a vacancy without an audition must do so within thirty (30) days of the announcement of a vacancy to the Personnel Manager.
- b. For Petitions for a Titled Position, the Audition Committee will also include the appropriate number of members of the applicable section, to be determined by the Players Committee.

In all instances, if the petition is rejected, the normal audition process will proceed in accordance with Section 5.6.

- c. A Substitute Musician may petition to be appointed to a non-titled vacancy provided that they have performed with the Orchestra at least three (3) times in no more than three (3) years prior to the filing of the petition. The process outlined in 5.4.a. of this Agreement shall be followed. A successful petition does not constitute a precedent and each candidate will be judged on their individual merits.

## 5.5 Composition of Audition Committees

There shall be three Audition Committees: a String Audition Committee, a Woodwind Audition Committee and a Brass Audition Committee. Each will consist of the Music Director as a nonvoting member, the Concertmaster and the four Principals of the family of the instrument being auditioned (which will include the Associate Concertmaster for string auditions).

The Music Director or any member on the Audition Committee may nominate an additional voting member to be on the Committee. A maximum of two additional Members may be on the Audition Committee subject to the approval by the Executive Director.

In the event there are percussion, harp or keyboard auditions, a Special Audition Committee shall be mutually selected by the existing Audition Committees and the Music Director.

For the purposes of hiring a Librarian a Special Audition Committee shall be mutually selected by the existing Audition Committees and the Music Director. It is recommended that each major section of the orchestra be represented on the committee along with the Concertmaster (or his/her representative). Because the Librarian works closely with the Personnel Manager and/or the Executive Director, members of this committee may also consist of representatives from Management. The committee will mutually decide what information is desired from the candidates and the recommendation of the winning candidate shall be advisory to the Musical Director and the Executive Director. There will be no screens during any portion of the interviews for the Librarian position.

The Audition Committee for the Concertmaster position shall consist of the Music Director and all Titled Musicians of the Orchestra.

In the event that the Principal of each section, or an alternate from their section, is unable to participate in the audition, the Music Director and the Section Principal may select a mutually agreeable alternate from the Orchestra at large. In all cases, the Audition Committee shall include the Music Director as a nonvoting member and a Member of the respective instrument being auditioned. In the event that the Music Director is unable to participate in an audition, he/she may appoint a substitute.

Orchestra members may observe auditions with the unanimous consent of the Audition Committee. The Executive Director may be present at all auditions. Observers do not vote but may participate in the discussions ONLY if called upon. Observers will not be compensated for their participation.

## 5.6 Audition Procedures

### a. Audition Material

Each audition shall consist of:

- (i) Audition repertoire, including orchestral excerpts, chosen by the Music Director in consultation with the Section Principal or appropriate Regular Members.
- (ii) If the Audition Committee deems that sight reading be required as part of the audition process, the same sight reading materials shall be provided to every candidate for a given position.
- (iii) Such materials shall be chosen by the Music Director in consultation with the Section Principal or appropriate Regular Members.
- (iv) A list of audition repertoire, and/or copies of orchestral excerpts, for all auditions is available on the Orchestra website along with a Service schedule, if available, for the upcoming season. The same copies shall be provided to each member of the Audition Committee at the time of the audition.

### b. Audition for Titled Positions

- (i) Auditions for Titled Positions may require additional solos from the orchestral repertoire, copies of which will be available in accordance with paragraph 5.6.a above.
- (ii) Selection of an Associate Concertmaster or Assistant Concertmaster shall be subject to the approval of the Concertmaster.

### c. Additional Procedures

- (i) Screens shall be required at all auditions to provide anonymity to the candidates.
- (ii) The Association and the Union shall each select a proctor who shall be present at all times to supervise the auditions in accordance with the prescribed procedures. The proctors shall not in any manner communicate the identity of the candidate to the Audition Committee except as provided herein.
- (iii) Hall monitors and/or check-in personnel shall be assigned to all auditions, and every effort shall be made by the hall monitors to ensure anonymity between the Audition Committee and the candidates.
- (iv) Whenever possible, there shall be a minimum of one-half hour between the end of the last audition played and the start of a rehearsal. No audition day shall go



longer than seven hours. No candidate shall be scheduled to audition after 10:00 p.m.

- (v) Candidates shall be given fifteen minutes in a private room immediately preceding their audition.

d. Voting Procedures

- (i) By unanimous consent, the Audition Committee may end an audition if the candidate is clearly not qualified for employment, provided the candidate has been allowed to play for a reasonable length of time.
- (ii) Voting on a candidate will be by simple majority taken by secret ballot before any discussions take place. Each member has an equal vote.
- (iii) If said balloting fails to yield a unanimous decision for a single candidate, discussion shall take place and another vote taken. If the vote remains tied or undecided, the Music Director shall make the final determination.
- (iv) Voting ballots shall be retained by the Association for six months.

e. Preliminary Auditions

- (i) In the event the Audition Committee hears only one round of auditions, the preliminary auditions will also serve as the final auditions, and provisions regarding final auditions shall also be followed.
- (ii) The Music Director is a non-voting member of the Audition Committee and shall participate in preliminary auditions and deliberations of the Audition Committee. The Audition Committee shall choose which candidates will be designated as finalists.
- (iii) All candidates shall be informed of the possibility of call-backs and final auditions before the preliminary auditions begin.
- (iv) Tenured Musicians who desire to participate in any Orchestra audition (local or otherwise) will participate in the Preliminary round and shall, as a condition of their position in the Orchestra, be automatically advanced to all subsequent rounds of auditions for the vacancy(ies) they are seeking. If there are Tenured Musicians participating in the auditions, there must be subsequent rounds scheduled as needed.

f. Final Auditions

- (i) The Music Director is a non-voting member of the Audition Committee and shall participate in the final auditions and any call-back auditions. The Audition Committee may call back a finalist(s) to perform again.
- (ii) Performing with the Orchestra may be part of the final round for titled positions. The recommendation by the Audition Committee shall be advisory to the Music Director. The Music Director has final determination in the selection of players and will choose the winner of each audition from among the finalists.
- (iii) If the Music Director chooses not to accept the recommendation of the Audition Committee, he/she shall explain the musical reason(s) for his/her decision to the Audition Committee promptly at the conclusion of the Audition and in writing to

the Audition Committee, the Chair and the Executive Director of the Association within one week of the Audition date.

- (iv) If the Music Director deems two or more top finalists to be equally qualified, residency status shall be revealed and, in the event one or more of such finalists is a Local candidate, (as defined in 5.3 above) the position shall be offered to a local candidate.
- (v) The decision shall be announced to the Audition Committee at the audition.
- (vi) Upon conclusion of the auditions and following deliberations, the anonymity of the candidates not selected for positions shall be preserved.
- (vii) Each candidate shall be notified in person or by phone of his/her audition results promptly after the audition is completed, and then confirmed in writing.

## 5.7 Probationary Period

A Musician newly employed by the Association as a Regular Member of the Orchestra on or after 9/1/2015 shall be deemed a Probationary Musician for the period of fourteen (14) consecutively scheduled Masterwork (MW) Concerts. In order to be considered for tenure, the Probationary Musician must be in compliance with the Attendance Policy in Section 10 of this Agreement during the two full season period. The Association may terminate the employment of a Probationary Musician by giving him/her a 30-day written notice at any time during the Probationary Period, allowing the Probationary Musician to fulfill his/her scheduled Services within such 30-day period, or receive payment for Services scheduled within the 30-day period. Any concert series which falls on the 30th day shall cause the 30-day period to be extended for the duration of the Concert Cycle and remuneration will be paid for such extended period.

A formal review between the Music Director and the Probationary Musician will be conducted after the completion of seven (7) Masterworks Concerts, after ten (10) Concerts and a final decision after fourteen (14) Concerts.

A Musician may be eligible for tenure if they are selected as a substitute for a one-year position and such position becomes open the following year and the Musician wins the audition for the position. In such case, the substitute year will be considered the first year of the Probationary Period and the second year as a Probationary Musician for purposes of this Section 5.7.

Probationary Musicians of the Orchestra who have not been granted a tenured position have the right to re-audition with the Orchestra in the future.

A Probationary Musician has all the rights of grievance procedures, except in matters involving the Probationary Period and in matters of termination.

Upon grant of tenure as herein provided, a Probationary Musician becomes a Tenured Musician.

## 5.8 Probationary Period - Tenured Member to Fill a Titled Position

The probationary period for a Tenured Member who is selected to fill a Titled Position vacancy through the audition process, shall be for one (1) Concert Season. During said Concert Season, the previous position held by this Member shall remain vacant, to be filled only by temporary, substitute Musicians. If tenure is denied to this Member for the Titled Position, said Member may,

at his/her discretion, resume occupancy of their previous position retaining tenure status in that position. If tenure is granted to the Member in the Titled Position, auditions for his/her previous position may proceed, in accordance with audition procedures set forth in Section 5.

## 6. CLASSIFICATION OF MUSICIANS

### 6.1 Classification

The Regular Members shall be placed into one of six classifications: Concertmaster, Associate Concertmaster, Assistant Concertmaster, Principal, Assistant Principal, or Section. If a new position or classification is to be created, it must first be cleared with the Union, posted, and opened to all Regular Members as per Section 5 above.

### 6.2 Seating

The hiring order and the seating order need not necessarily be the same. The seating order shall be determined by the Music Director after auditions. The seating order shall be established by the Music Director for each section and the Music Director shall convey said seating order to the Personnel Manager for execution of a contract to the applicable Member(s). Therefore any seating changes, including reductions, that are necessitated by special demands of a composition or by exigency shall be determined by the Music Director in consultation with the section Principal. Members affected by the intended change(s) shall be consulted prior to the implementation of such change(s).

- a. Contracted Musicians who were engaged for such specified Service(s) shall be compensated for those lost Services; no additional move-up, doubling or cartage will be compensated. See Section 9.3 of this Agreement for specific timelines.

### 6.3 Fellowship Program

In the interest of fostering increased cooperation and connection with the local universities the DSSO is initiating a Fellowship Program that designates up to two string seats for talented students.

- a. Each student must perform a successful audition to the standards acceptable to the Audition Committee.
- b. The students accepted into this program shall not replace any Regular Members.
- c. Each student accepted into the program shall become a member of the Union, with their annual dues shared equally by the DSSA and the Union.
- d. Each student shall be available for DSSA community programs at least four times per year.

## 7. MUSIC DIRECTOR DESIGNATES INSTRUMENTATION

It shall be the prerogative of the Music Director to designate the instrumentation necessary for each Service within the existing Hiring Order. The Music Director shall convey such designation with the Personnel Manager.

### 7.1 Part Assignments

The section Principal and Music Director have final say in part assignments and will communicate them to the Personnel Manager at the beginning of each season. Utility players (ex. Oboe 3/English horn), may or may not be hired if the Utility instrument is required on another Regular Member's part (ex. English horn on the oboe 2 part) if there are no other pieces on the concert that require more than 2 players.

### 7.2 Part Assignments with Subs

If a Utility player is asked to sub for another position in the section and there are Utility parts on the concert, the Utility player may request to stay in their assigned position. If a non-member sub is hired for the section, the Principal may assign a combination of parts if applicable (ex. there are three pieces on a concert, two that require two oboes, and one that requires three. The second oboe is not available so the third oboe is asked to play the second part and a sub will be hired for the section. For the pieces requiring two players, both Regular Members (Principal and Oboe 3) will play (Oboe 3 playing the Oboe 2 parts). If the 3rd part has English horn, the Principal can assign the sub to play second and the Regular Member to play 3/EH.) The Regular Member can refuse or accept these assignments.

## 8. DUTIES OF PRINCIPAL MUSICIANS

### 8.1 Leadership

Take active leadership through guidance and playing ability, in order to improve the sound of the individual section and to share in the responsibility of said sound, all under the artistic direction of the Music Director.

### 8.2 Sectional Rehearsals

Within the framework of the two-and-a-half (2½) hour Service, take sectional rehearsals as requested by the Music Director.

### 8.3 Auditions

Be present at auditions and help select, classify and seat personnel within the section as per contract compensation.

### 8.4 Bowings

In the string sections, be responsible for the bowings of their section for each concert as per contract compensation, in consultation with the Music Director, and to deliver these bowings to the Librarian in a timely fashion.

### 8.5 Solos

Be prepared to perform all solos within the framework of the standard literature. However, if a solo of concerto dimensions is performed, additional financial remuneration shall be paid in the amount of \$190. There shall be agreement prior to the first rehearsal of each Concert Season among the Music Director, Executive Director, Personnel Manager and the Principal involved, as to which solos shall receive said additional remuneration. However, the artistic decision of which solo(s) can be considered of concerto dimensions shall be made by the Music Director.

### 8.6 Communication

Take the initiative to communicate to other members of the section the artistic suggestions of the Music Director.

### 8.7 Recruitment

Assist the Executive Director, Personnel Manager and the Music Director in efforts to recruit new members to the Orchestra.

### 8.8 Absence of Principal or Assistant Principal

In the case of the absence of a Principal Musician, his/her replacement shall receive Principal pay for those Services where he/she is acting Principal, and he/she is expected to carry-out the duties of the Principal Musician as outlined in this section. In the sections having an Assistant Principal, the Assistant Principal shall be expected to take over the duties of the Principal Musician, with Final Decision by the Music Director. When a permanent vacancy occurs in a Principal position, said vacancy shall be filled through the contractual audition process.

## 9. SERVICE SCHEDULE

### 9.1 Schedule of Services

All Regular Members shall be given a Service schedule for the next Concert Season on or before June 1 of each year ("Schedule of Services"). The Schedule of Services shall show the full rehearsal and performance Schedule of Services for the Concert Season, specifying full rehearsals, sectional rehearsals and instrumentation, including the number of strings required for each Service to the extent such information is known. In the event such information is not known or tentative, final information shall be supplied as soon as such information is finalized and known.

A Schedule of Services shall be accompanied by a proposed Individual Musician Contract with respect to contract years and a Musician's tentative Letter of Intent with respect to Concert Seasons occurring in non-contract years. The form of the Individual Musician Contract and the Musician's Letter of Intent are attached to this Agreement pursuant to Section 19 of this Agreement (Side Letters and Attachments) and are a part of this Agreement. The Musician's Letter of Intent automatically becomes a Musician's Contract with the Association upon acceptance of the Letters of Intent by the Association and the execution of a current labor contract between the Association and the Union.

The Individual Musician Contract and the Musician's Letter of Intent, as the case may be, shall be completed by the Member setting forth in writing all Services which the Member declines to perform and the reasons for declining the Service and signing and returning the same to the Association no later than thirty (30) days after the postmarked date of the mailing (or the date of the email) of the Schedule of Services by the Association to the Member.

The Association shall have thirty (30) days following the receipt of the return of the completed Individual Musician Contract or Musician Letter of Intent to review such Contract and Letter of Intent and to advise the Member as to whether any requested absence from a Service is an excused absence under Section 10.2 and whether the Member upon application of the Attendance Policy set forth in Section 10 of this Agreement will be allowed to play all Services which the Member intends to play pursuant to the Individual Musician Contract or Musician Letter of Intent, as the case may be. The Member may amend his or her Individual Musician Contract or Musician Letter of Intent, as the case may be, within ten (10) days following receipt of notice by the Association that any absence requested is an unexcused absence.

The Individual Musician Contract or Musician Letter of Intent shall be deemed accepted by the Association upon a written acceptance as provided in the Individual Musician Contract and Musician Letter of Intent which are attached hereto and referenced in Section 19 of this Agreement.

### 9.2 Monthly Rehearsal Schedule

On monthly rehearsal schedules, the works to be rehearsed at each Service will be stated. Repertoire may be changed with no less than 24 hours notice, although players previously not scheduled can be excused from attending that rehearsal, and Musicians previously scheduled will be compensated.

### 9.3 Cancellation, Changes and Added Performances and Rehearsals

Change of the date or time or repertoire of a Service will be permitted if at least two weeks' notice with explanation of change is given. Without such notice, the Musicians shall be compensated for the previously scheduled time. The Association shall pay for Services canceled for any reason other than force majeure unless a four-week notification is given to Musicians. In the event of severe weather, the Association shall pay for Services canceled unless a four-hour notification is given to Musicians. Notification shall be deemed given when the Executive Director or his/her representative completes mailings, emails or telephone calls to affected Musicians. For additions to the Schedule of Services, Musicians having a bona fide prior commitment shall not be penalized, and shall be excused without pay from performances which are added to an existing Concert Cycle with less than thirty (30) days notice given prior to said performance, and from rehearsals added to an existing Concert Cycle with less than twenty-one (21) days notice prior to said rehearsal.



## 10. ATTENDANCE POLICY

### 10.1 Absences and Attendance

Except as provided in this Section, all personnel are expected to attend all Services for which their position is required:

- a. When receiving an initial contract offer, a Tenured Musician must accept and perform the number of Masterworks Cycles as follows:

If Offered 7, Accept 5 or More

If Offered 6, Accept 4 or More

If Offered 5, Accept 3 or More

There is no acceptance requirement for Musicians offered four or fewer of the Masterworks cycle. If the Musician accepts fewer than these Cycles, the Employer has the discretion to place that Musician on leave for the year or to accept the Musician's offer to play in fewer Cycles.

- b. Musicians need not accept employment for non-Masterwork Concert Cycles for their respective position however, attendance is required at all scheduled Services. One (1) attendance credit will be given for every four (4) Services performed. These include Young People's (when not in conjunction with a Masterworks cycle), Pops, Chamber, and/or any other performance conducted by the Music Director or guest conductor.
- c. Musicians may miss no more than one rehearsal per Masterworks Concert Cycle and may not miss any dress rehearsal. Absences in excess of this standard may result (at the discretion of management) in the Musician being replaced for that Concert Cycle.
- d. Should an additional performance be added to a Masterworks Concert Cycle that uses a portion of the same repertoire, the additional performance is required unless notification of the additional performance is announced less than eight (8) weeks before the first service of that particular cycle. In this situation Musicians will not be required to perform the additional service and their absence will not be charged against their record.
- e. If an additional performance is added to a Pops Concert Cycle (or any other cycles where attendance is not required), attendance of all services will be required if at least four (4) weeks notice is given.
- f. Services missed due to replacement of the Musician for a Concert Cycle pursuant to Section 10.1.b. and 10.1.d. shall be considered one rehearsal absence unless the absence was an excused absence, in which case the absence shall not be considered at all for purposes of determining excess absences.

### 10.2 Excused Absence

Excused absences include:

- a. When the absence is the result of the death or serious illness of an immediate family member.
- b. Absence due to illness.
- c. Absence due to adverse weather rendering highways impassable.
- d. Absence resulting from a condition beyond the control of the Musician as determined by management in its sole discretion.

### 10.3 Consequences of Excess Absences

Any Musician who falls below the minimum standards set forth in this Section with respect to absences may be considered to be excessively absent.

- a. Any Musician who fails to fulfill all of their accepted Cycles will be given a warning and required to achieve the minimum level of attendance based on offered and accepted Cycles. The Association will notify the Musician within thirty (30) days following the last Cycle of the Season in which this event occurs.
- b. Failure on the part of the Musician to meet the minimum attendance for a second Season will result in a meeting between the Musician and the Music and/or Executive Director and a representative of the Players Committee. The purpose of the meeting will be to determine a resolution to the attendance problem. Offered solutions may include taking a year's leave of absence to allow the Musician to reconfigure their schedule such that attendance problems will be eliminated, or resignation from the Orchestra. The Music Director and Executive Director shall have final decision on such solution and resolution.

### 10.4 Consequences of Unexcused Absences

Pursuant to Section 10.1.d any absence, or notification of absence by a Musician made within four (4) weeks prior to the first Service of the pertinent Concert Cycle shall be deemed as an Unexcused Absence (exceptions listed in Section 10.2). These actions shall be taken over the course of two (2) consecutive Concert Seasons.

- a. First and Second Unexcused Absences: shall be given an Absence Warning and will still be eligible for hire in the next Concert Cycle.
- b. Third Unexcused Absence: shall be given an additional Absence Warning and will meet with the Personnel Manager to discuss possible remedies.
- c. Fourth Unexcused Absence: shall be given a final Absence Warning and will meet with the Personnel Manager, Section Principal and Music Director to discuss future employment with the Orchestra.
- d. Fifth Unexcused Absence: may be asked to vacate their position.

### 10.5 Absence (Temporary Seating Change in Section)

If a Musician is absent, the Music Director and section Principal may direct a temporary seating change for the Service involved and/or the Concert Cycle.

### 10.6 Tardiness

All Musicians are expected to be ready to play at the scheduled time. Failure to do so shall be considered tardiness, except in severe weather conditions. Non-emergency tardiness shall result in Service pay reduction by fifteen minute increments. It is the responsibility of the Musician to notify the Personnel Manager of attendance problems. Failure to do so could result in unexcused absence(s) or tardiness.

## 11. LEAVE OF ABSENCE

### 11.1 Tenured Musician LOA

Only a Tenured Musician of the Orchestra may request a Leave of Absence (LOA) following three consecutive years of tenured service (all references in this LOA Section to "Musician" shall be read to mean a Tenured Musician). Once a LOA is granted and substitutions are arranged, the decision shall be considered final for the length of the term of the leave. The Association has the authority to extend a leave if requested. Should a Musician need more than the maximum of one year LOA, Management and Music Director will evaluate this request. A Peer Review Committee (PRC) (as defined in Section 12.4) shall be convened if needed in the case where the extension is denied.

A Musician will be allowed a maximum of two LOAs in a rolling ten-year period starting with the beginning of the Musician's first granted LOA.

### 11.2 Reason for LOA

A Musician may request a LOA for any reason. Providing a reason for a LOA is optional as long as the request is made at least three months in advance of the start date of the leave. Less than three months notice would require a reason for the request.

### 11.3 Substitute List

Musicians will have no duties or responsibilities while on a LOA. However, should a musician wish to be placed on the Substitute list during the LOA, he/she would have the same status as other members of the Substitute list.

### 11.4 Attendance Policy on LOA

A Musician on a LOA will not be subject to the attendance policy (e.g., if a musician on leave plays a concert or two, those will not count as a plus for attendance, just as not playing a concert will not count as a missed concert).

### 11.5 Maximum LOA

A maximum LOA is for twelve (12) months and shall be no less than four consecutive Masterwork/Discovery Concerts, which would also be allowed over the span of two seasons (e.g., a Masterwork/Discovery Concert in May and then the first three (3) Masterwork/Discovery Concerts in the beginning of the next season).

### 11.6 LOA Approval

The Executive Director and the Personnel Manager will review all LOA requests, with the exception of LOA requests by Titled Musicians, which will also be reviewed by the Music Director. The Association may deny a request by a Titled Musician should three Titled Musicians already be on a LOA. The Association may deny a request by a Section Musician should five (5) Section Musicians already be on a LOA. Additionally, a request may be denied should there be more than one Titled Musician already on LOA from a specific section of the orchestra (e.g., Woodwind / Brass / Percussion).

### 11.7 Hiring Order Placement re: LOA

In the string sections: Section Musicians who are Regular Members of the Orchestra shall move up in the Hiring Order to replace a Section Musician on a LOA and any Substitutes shall be placed behind the Regular Members in the Hiring Order for that period.

### 11.8 Principals and LOA

In the event a Principal/Titled Member of the Orchestra is taking a LOA, the Assistant Principal is expected to become Acting Principal. If the Assistant Principal is not willing to act as Principal or if the Music Director, in consultation with the PRC, does not have confidence in the individual to act as Principal, a Tenured Member of the section may be chosen by the Music Director to act as Principal (this is also the case where there is no Assistant Principal). In the event where neither of these options is acceptable an audition must be held. No non-member of the Orchestra shall be appointed to a Principal or Assistant Principal position without winning an audition for the position.

### 11.9 Reinstatement Upon Return

The Regular Member will be reinstated to his/her previous position upon return from the LOA. The Musician's attendance record for the season prior to the LOA shall be in compliance to Section 10 of this Agreement or the Musician shall be subject to Section 10.3 of this Agreement. If a Musician requests to return early from the LOA, he/she may return to his/her position provided no other musician has been contracted to fill it.

### 11.10 FMLA Leave Request

Regular Members may request leave at any time in accordance with the terms of the Family and Medical Leave Act. This allows for up to twelve (12) weeks of unpaid, job-protected leave per year. Leave must be requested at least thirty (30) days prior to the first date of scheduled leave. When taking advantage of a FMLA leave, Regular Members must request this specifically versus a LOA.

## 12. PROGRESSIVE DISCIPLINE AND REVIEW COMMITTEE

### 12.1 Progressive Discipline

Tenured Musicians may be disciplined or dismissed only for just cause. The term "Musician," as used in this Section 12 means "Tenured Musician." The Association has established a progressive discipline policy. The parties agree that Musicians shall receive reasonable notice of deficiencies in conduct and/or musical performance and a fair opportunity to correct those deficiencies. In the event of gross misconduct, a Musician may be disciplined or dismissed immediately without regard to the progressive discipline policy.

Under the progressive discipline policy problems shall be addressed by the Association as either a musical or a non-musical problem. Musical problems occur when the tenured Musician fails to maintain an appropriate standard of artistic competence. A Non-musical problem is any other problem which constitutes just cause for discipline or dismissal.

### 12.2 Non-Musical Discipline/Dismissal Procedure

- a. Whenever a problem arises with a Musician, dependent on the severity and nature of the problem, the Association shall communicate with the Musician concerning the problem within ninety (90) days of the occurrence.
- b. If a non-musical problem continues, the Association shall give written notice of the problem to the Musician with a copy to the Union, specifying the problem and notice of disciplinary action taken within thirty (30) days after the completion of Step 12.2a.
- c. If the non-musical problem continues unresolved, the Musician may be disciplined, placed on disciplinary probation, not have his/her contract renewed, or may be terminated.
- d. Once the Librarian has achieved Tenure, any deficiencies in performance will be handled as detailed in this Section, with the exception that the Librarian maintains the right to appeal as detailed in Section 12.4. This is notwithstanding events of gross misconduct, which may result in immediate dismissal as explained in Section 12.1.

### 12.3 Musical Discipline/Demotion/Dismissal Procedure

- a. The Association and the Union each encourage the Music Director and the Musician to attempt to solve musical problems without resort to further steps in this procedure. It is recognized that informal discussion, analysis and suggestions will occur between music directors and Musicians as they address musical problems and such steps are encouraged and not deemed part of the musical discipline/demotion/dismissal procedure.
- b. If the Music Director determines that a musical problem exists and that such musical problem if uncorrected may result in the discipline/demotion/dismissal of the tenured Musician, the Association shall warn the affected Musician in writing (hereinafter referred to as Warning Notice). Said notice shall inform the Musician that he or she is in danger of being disciplined, demoted or dismissed and shall specify the reasons for such decision. The Warning Notice shall be mailed to the Musician with copies to the Union. Thereafter, the steps and guidelines set forth below shall be followed:

- (i) At the initial notification to the Musician, there shall be convened a committee comprised of the Concertmaster, Principal of the section of the Musician in question (in the event that the Musician being disciplined is the Principal, the Concertmaster will designate another principal Musician for this committee) and the Union Steward. The purpose of this committee is to clarify and enhance communication between the Music Director and the Musician in question. There shall be a meeting (in person, telephone or video call) between the Music Director, the Musician to whom such Warning Notice has been given, and this committee, to discuss the Music Director's concerns and expectations. The meeting shall be called by the Association upon five (5) days prior written notice to the affected Musician with a copy to the Union. The affected Musician shall have the right to have a Union representative and/or his/her legal counsel present at such meeting.
- (ii) The Musician shall be given opportunity to correct his/her identified deficiencies over the next two (2) Masterworks concert sets which are conducted by the Music Director. After which, there will be another meeting of the committee, Music Director and Musician to discuss the progress or lack of progress with the Musician. If it is deemed by the Music Director that the Musician remains musically deficient, the Musician will be allotted a further two (2) Masterworks concerts to correct these deficiencies. During the course of these four (4) classical concert cycles absences will not be granted to the musician except in extreme extenuating circumstances. After these final two (2) concerts the committee shall meet one more time to discuss any further progress or lack of progress. Thereafter, if the Music Director feels that the Musician has not fulfilled the requirements for improvement set forth in the Warning Notice, the Association may, by written notice, advise the affected Musician of such Musician's discipline, demotion or termination (hereinafter referred to as Musical Deficiency Notice).
- (iii) The Musician may appeal the Musical Deficiency Notice as provided in Section 12.4.
- (iv) If the Musician does not appeal the Deficiency Notice, the Association may, at its option, continue the employment of the Musician with the Orchestra for the remainder of the current season. If the Musician appeals the Deficiency Notice to the Peer Review Committee (PRC), the appealing Musician shall continue in his/her position during the appeal. The appeal procedure shall be as set forth in Section 12.4 below.
- (v) If a grievance is brought by a Musician during their four-concert musical disciplinary period or thereafter, and the grievance requests or demands as a remedy the setting aside of the musical discipline process or reinstating the Musician, every attempt will be made to resolve the grievance as quickly as possible. However, once the four-concert period passes, such Musician will cease to play in the orchestra until either the grievance is resolved in favor of the Musician or the grievance is dismissed. Once the grievance is resolved or dismissed, only then does the PRC convene to review and act upon the Musical Deficiency Notice.

## 12.4 Peer Review Committee and Appeals Procedure

Appeals of disciplinary action shall be limited to action under Section 12.3 which results in loss of income from the Association to the Musician. A Tenured Musician of the Orchestra is required within fifteen (15) days after the receipt of a Musical Deficiency Notice to notify the Association in writing, with copies to the Union and the Players Committee if he/she desires to appeal the Association's Musical Deficiency Notice.

The Peer Review Committee (PRC) shall consist of the Concertmaster plus eight (8) Titled Tenured Musicians. In the event the appellant is a section player, the principal of the section involved shall automatically serve on the PRC. The PRC shall pass judgment to uphold or overturn appeals of tenured Musicians who have received Musical Deficiency Notice.

Regular Members of the Orchestra shall vote by secret ballot on a form prepared by the Players Committee, which shall list all tenured, titled Musicians. Regular Members shall vote for a minimum of eight, and a maximum of 13 positions, thereby electing eight (8) PRC members and five (5) alternates. Ballots shall not be counted at this time, but shall be sealed and held in a safe deposit box. Only the Association's and the Union's respective designees shall have joint access to the safe deposit box, at the time specified below.

In the event of appeal of a Musical Deficiency Notice, the PRC shall be activated as soon as possible. Representatives of the Union and the Association shall count the ballots. If a tie vote is found to exist between candidates for the eighth position on the PRC, the candidate whose last name is first in alphabetical order shall serve on the PRC, and the other shall serve as an alternate. The following Musicians shall not be eligible to serve on a PRC:

- a. Musicians holding management/supervisory positions;
- b. The Union Steward;
- c. Musicians not returning the following contract year by reason of resignation or non renewal;
- d. The appealing Musician, any member of the appealing Musician's immediate family, or any Musician who has a live-in arrangement with the Musician;
- e. Musicians under Musical Deficiency Notice under 12.3 and/or action under 12.2.c. in this Section; and
- f. Musicians whose participation would constitute a direct conflict of interest.

The PRC shall elect its own chairperson. Should a member of the PRC be unable, for any reason, to serve, he/she shall be replaced with an alternate.

Each PRC member shall be given a copy of the Warning and Musical Deficiency Notice which outlined the problem for the player. The PRC may also receive such other information as bears on the musical issue.

The Music Director shall have the right to make a verbal presentation to the PRC immediately prior to the review deliberations. The Music Director shall not be present at the review deliberations. The Musician shall have the right to request that he/she play an audition for the PRC prior to the review procedure deliberations. For said audition, the Musician shall perform musical selections of his/her choice, including at least two (2) Orchestral excerpts from the previous season's repertoire.

If six (6) or more members of the PRC disagree with the Association's Musical Deficiency Notice, his/her appeal shall be upheld. Written notification of the PRC's decision shall be given

simultaneously to the appellant and the Association within five (5) days of the PRC decision. If the appeal is upheld, the Musical Deficiency Notice is rescinded. If the appeal is denied, at the Association's option, the Musician may continue his/her employment with the Orchestra for the remainder of the current season.

Decisions of the PRC shall be final and binding and shall not be subject to the Grievance and Arbitration provision of this Agreement.

## 12.5 Personnel File - Musical

Action under Section 12 shall not be commenced when it is based on information regarding unsatisfactory musical performance which is more than twelve (12) months old unless such information relates to an ongoing informal corrective process described in Section 12.3.a. or relates to an ongoing discipline/demotion/dismissal procedure under Section 12.3.b, in which case, such information shall not be used twelve (12) months after the termination of a proceeding under Section 12.3. A musician's personnel file shall be purged annually with respect to information regarding unsatisfactory musical performance which is no longer eligible as the basis for addressing musical problems or discipline/demotion/dismissal procedures under Section 12.3.

## 12.6 Personnel File - Non-musical Matters

Statements of offenses or actions requiring a written warning, suspension, demotion, or termination will be placed in the employee's file, with a copy being submitted to the employee. These statements will remain part of the permanent personnel record, subject to removal as provided in this section. Corrective action involving minor infractions will not be used in determining subsequent discipline if the employee has not been subject to the corrective action process for a period of at least three years. The personnel file shall be reviewed annually and such corrective actions for minor infractions which are more than three (3) years old shall be removed from the personnel file. However, past corrective actions involving more serious infractions will remain part of the permanent personnel record, and may be used in determining subsequent discipline, regardless of the time elapsed from the date of the past corrective action to the current infraction.

## 12.7 Review of Personnel File and Confidentiality

Employees shall have reasonable access by appointment during normal business hours to review his or her personnel file as the same pertains to musical matters and non-musical matters. The personnel file shall be maintained in a confidential manner, provided the information contained within the personnel file of an employee may be used and disclosed by the Association to the extent permitted by law for purposes of addressing employment issues, arbitration, and legal matters arising out of the employment of the employee by the Association and according to all rights granted under applicable statutes.



## 13. PLAYERS COMMITTEE

### 13.1 Discussion

The Association and the Union agree to have their representatives meet whenever necessary during the period of this Agreement to discuss common problems and other situations that may arise.

### 13.2 Players Committee

There shall be a committee of Musicians under contract with the Association who are Union members, who shall function as a liaison between the Musicians, Association and Union. The Players Committee shall provoke a dialogue in the orchestra on relevant issues and shall have the right to discuss with the Association all matters pertaining to this Agreement and other relevant issues. The Association shall not discriminate against any Musician as a result of his/her service on the Players Committee. The Players Committee shall designate a person from time to time who will serve as the principal contact person and person to whom notices shall be given under the Agreement.

## 14. GRIEVANCE PROCEDURE

### 14.1 Discussion

In the normal course of business, it is understood that complaints and disagreements may arise. The Association and the Union desire that each Musician has a means by which grievances may be given timely, fair and continued consideration until resolved. The grievance procedure is to be conducted utilizing a collaborative, problem-solving approach in a non-adversarial environment. The Association and the Union agree to include the appropriate decision-makers during each step of the process. In order to foster an open and harmonious workplace, the grievant shall not be subject to criticism or reprisal for using the Grievance Procedure.

### 14.2 Grievance Definition

A grievance is defined as any dispute, conflict, or difference of opinion arising over the interpretation of and/or adherence to the terms and provisions of this Agreement. The Labor Management Committee may deal with all other disputes.

### 14.3 Beginning a Grievance

A grievance can be initiated by a Musician, the Union on behalf of a Musician, or the Association.

### 14.4 Grievance Procedure

When a grievance arises, an earnest effort shall be made to resolve it promptly at the earliest possible step. When a dispute or conflict arises that needs rapid resolution due to sensitive deadlines or timelines such as payroll, rehearsal, concert, or audition schedules, a good faith effort will be made to expedite the grievance procedure so that the dispute or conflict is resolved prior to or in harmony with any such sensitive deadlines and timelines. Throughout each step, anyone initiating a grievance may request the presence of a representative from the Union and/or the Association and/or designate any person or agent to act on their/its behalf. Throughout each step, time extensions are possible by mutual agreement.

#### a. Grievance Procedure Step 1:

The intent of this first step is to work towards an informal resolution, if that is possible, of a conflict that arises between two parties. Therefore, within ninety (90) days of the occurrence, or knowledge of the occurrence, the grievant shall undertake an informal discussion with the party, a Players Committee member, Union Steward, Personnel Manager, Executive Director or Union President, whomever the grievant is most comfortable. There shall be a dated documentation of this discussion.

#### b. Grievance Procedure Step 2:

If talking does not resolve things, you may submit a written Grievance (you are encouraged to use the Grievance Form) to the Association through the Personnel Manager and/or Executive Director within thirty (30) days from the completion of Step 1. Copies shall be made by the Association and forwarded to the Union.

- (i) Within thirty (30) calendar days following the submission of the written grievance to the Association, a meeting to discuss the grievance shall be held among the grievant and representatives of the Association and the Union.

- (ii) Within ten (10) calendar days following the Step 2 meeting, the Association shall submit a written reply to the grievant and the Union.
- c. Grievance Procedure Step 3:
 

If the actions in Steps 1 and 2 fail to resolve the issue, within ten (10) calendar days of the written response of the Association the grievant may elect to refer the matter to a Board of Adjustment.

  - (i) The Board of Adjustment shall consist of four members: One Association Board Member plus one non-affiliated person chosen by the Association Board, and One Union Board Member plus one non-affiliated person chosen by the Union Board. The Board of Adjustment shall meet within thirty (30) calendar days from the grievant request for a Board of Adjustment and shall have the power and authority to resolve the grievance and award appropriate relief as it may deem necessary.
- d. Grievance Procedure Step 4:
 

If the grievance is not resolved to the satisfaction of all parties at Step 3, the parties may mutually agree to enter into mediation as an alternative means of resolution. During the mediation process, the time limits of this Section are suspended. A Mediator from the Federal Mediation and Conciliation Service (FMCS) shall be used, unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed, except that any agreement reached shall be reduced to writing. If agreement cannot be reached, the issue may be moved to Step 5. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be used in an Arbitration process.
- e. Grievance Procedure Step 5:
 

If the Grievance is not resolved, either the Association or the Union may refer the matter to arbitration. The written request for arbitration must be received by the other party within thirty (30) calendar days following receipt of the Step 3 Board of Adjustment Decision or the inability to resolve the issue at Step 4 meditation. The arbitration process shall be as follows:

  - (i) The arbitration request shall be referred to a single Arbitrator selected jointly by the Union and the Association.
  - (ii) In the event that agreement cannot be reached as to the Arbitrator within five (5) calendar days, the Arbitrator shall be selected from a list of seven neutral arbitrators submitted by the FMCS. The decision of who shall strike the first listed arbitrator shall be determined by the toss of a coin.
  - (iii) The Arbitrator's decision will be final and binding upon all parties. The decision shall be made within thirty (30) calendar days of the conclusion of the hearing.
  - (iv) The fees and expenses of the Arbitrator shall be divided equally between the Association and the Union.

## 14.5 Time Limitations

The established time limitations throughout the grievance process and the demand for arbitration shall be mandatory. Failure to file the grievance as required in Step 2 shall nullify and void the grievance. Failure to follow other stated time limits at any step shall result in the grievance being moved to the next step. The time limitations may be extended by mutual written agreement of the Association and the Union.

## 14.6 Communication

It is the responsibility of the Union to communicate with the grievant(s) throughout the grievance process. It is the responsibility of the Association to provide written communication to the grievant(s) and the Union upon conclusion of the grievance.

## 15. SUMMER SEASON

Musicians shall not be required to play the Services of the Summer Season; however, the Association shall present Musicians with the schedule for the next succeeding Summer Season concerts on or before March 1 of each year, and Musicians shall give notice of their decision not to participate in any of such concerts on or before April 1 of such year.

## 16. POSTMARKING INITIATES PERIODS OF NOTICE

The postmark shall be recognized as the date of any official notification mailed to Musicians (concerning auditions, rehearsal cancellation, etc.).

## 17. ELECTRONIC MEDIA

No Services 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 Association, or by any other person(s), in the absence of a specific written agreement as follows:

### 17.1 MPR

Broadcasts by Minnesota Public Radio (MPR) or any of its affiliates shall be negotiated between MPR and/or its producing affiliates with the International office of the American Federation of Musicians, and signed by the parties prior to the commencement of any recording of the Orchestra. The Association shall not duplicate, nor permit duplication of such tapes.

### 17.2 Local News/Promotional, Archive Tapes and Grant Applications

#### a. Promotional

The Association may authorize radio and television promotional recording of the Orchestra without additional payment to Musicians for local news or publicity segments with a maximum of two and one-half (2½) minutes broadcast time. No member of the media will be permitted to audio or video record in excess of ten (10) minutes per Orchestra Service. Local Broadcast shall be defined as emanating from within the jurisdictional boundaries of Local No. 18, AFM (See also under 17.b. regarding the use of excerpts from archival recordings).

#### b. Archival

The Association may archive any recording of Orchestra rehearsals or performances. In the event that archival recordings are made (except as set forth in this section), the recording shall remain at all times in the custody of the Association, the Association shall not duplicate, nor permit duplication of any archival recordings, nor allow the use of any archival recording for purposes other than review and study by the Conductor/Music Director and members of the Orchestra, except that duplicates of Archival recordings may be made and released to guest artists and the Conductor, provided the guest artist and the Conductor as the case may be, agree in writing that the use of the duplicate recording shall be limited to study purposes. Archival recordings shall be available at all times during normal business hours in the Association's office for the Conductor/Music Director and members of the Orchestra, and other authorized personnel as mutually agreed upon by Association and Local Union. Archival recordings shall not ever be used as evidence in any disciplinary demotion, reseating or dismissal proceeding.

Copies of archival recordings may also be made and released for local broadcast one time only in whole or in part over non-commercial public radio and television, provided the release is

without charge by the Association to the user except for reimbursement to the Association of its recording costs and subject to 17.4.

Excerpts from archival recordings may be used by the Association for advertising the Association and the orchestra on radio and television, provided no more than 60 seconds of a recording may be used per use and with the permission of Local No. 18 AFM.

c. Grant Application Tapes

Once per calendar year, the Association may make one grant application tape for the exclusive purpose of fundraising without additional compensation to the Musicians. Additional requests from the Association shall not be unreasonably denied. Such tape shall be created from previously existing archival tapes. Grant tapes may not be used as evidence in any demotion or disciplinary proceeding. The Local Union reserves the right to request verification of the specific requirements of any grant entity. The Employer shall comply with this request.

### 17.3 Unauthorized Use

Should any recording (audio and/or visual) created under the terms of this Section 17 ever be utilized by the Association or any other person(s) authorized by the Association for any purpose not explicitly set forth herein, including, but not limited to, grant application by any party other than the Orchestra, displacement of Musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, national broadcast, phonograph records, commercial announcements, or background music for any type of sound or film program, the Association shall obligate itself to enter into and fulfill all conditions required by the appropriate agreement of the AFM, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

### 17.4 Other Local Broadcast

Any other electronic media broadcast of the Orchestra which is produced and emanates from within the jurisdiction of Duluth Musicians' Association, Local No. 18, AFM, shall be negotiated between the broadcast entity and the Union, and signed by the parties prior to the commencement of any recording of the Orchestra. The Association shall refer all requests and inquiries from such broadcast entities to the Union president. The Union shall notify the Association whether permission was granted to the broadcast entity at least 60 days before the performance and provide the Association with a copy of the agreement with the broadcast entity.

For recorded audio and video performances broadcast on WDSE-WRPT, Local 18 and the DSSA will allow up to three (3) broadcasts within six (6) months of the date of the original recorded performance. For audio broadcast, the DSSA and Local 18 agree that Wisconsin Public Radio (WPR) and Minnesota Public Radio (MPR) qualify as local stations in the area.

### 17.5 Non-Local Broadcast

Any other electronic media broadcast of the Orchestra which is produced and emanates from outside the jurisdiction of Duluth Musicians' Association, Local No. 18, AFM, shall be negotiated between the broadcast entity and the International office of the American Federation of Musicians and signed by the parties prior to the commencement of any recording of the Orchestra. The Association shall refer all requests and inquiries from such broadcast entities to the Union president. The Union shall notify the Association whether permission was granted to the broadcast

entity at least 60 days before the performance and provide the Association with a copy of the agreement with the broadcast entity.

## 17.6 Credit Local No. 18

Local No. 18, AFM, will be credited during full length radio and television broadcasts of performances and every broadcast shall include this wording: “This broadcast is presented in cooperation with the Musicians of the Duluth-Superior Symphony Orchestra and Local No. 18 of the AFM.”

## 17.7 Preventive Steps

The Association shall take reasonable steps to prevent unauthorized recording at Orchestra rehearsals and performances, including informing audience members of the prohibition of use of recording devices at Orchestra Services.

## 17.8 Prevention Steps

Should any product be created and/or utilized by person(s) not so authorized by the Association, the Association shall fully cooperate with the American Federation of Musicians International Office, in its efforts to secure any payment or other appropriate remedy that, in the sole judgment of the American Federation of Musicians' International Office, is due to the Musicians.

## 18. CURRENT CONFIGURATION OF ORCHESTRA

For information, the current configuration of the Orchestra is shown in Attachment 1. It is not intended to limit the Association from modifying the configuration from time to time. The Association shall give a letter of such change to the Union.

It is the intent of the Association to hire all necessary personnel to play all parts of the Masterworks Subscription Concert series. This is not intended to limit the Association from exercising reasonable flexibility in balancing artistic quality with financial limitations. The provisions of this section are not subject to grievance arbitration procedures. However, the concerns with respect to these matters will be part of joint Association and Union discussions.

## 19. SIDE LETTERS AND ATTACHMENTS

This Agreement and all its terms and conditions including the following Side Letters and Attachments are hereby approved:

Attachment 1-A Average Configuration of Masterworks Series Orchestra

Attachment 1-B Average Configuration of Pops Series Orchestra

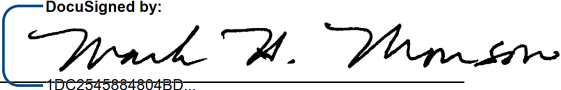
Attachment 2 Individual Musician Contract for Concert Seasons

Attachment 3 Sample Musician Letter of Intent for Concert Seasons

Attachment 4 Grievance Form

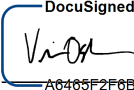
## 20. HEADINGS

The headings of the sections of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

By:  DocuSigned by:  
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Mark Monson, Board President  
Duluth Superior Symphony Association

Date Signed: 10/6/2022

By:  DocuSigned by:  
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Vincent Osborn, President  
Duluth Musicians Association Local No. 18  
American Federation of Musicians

Date Signed: 10/6/2022



## ATTACHMENT 1-A

Average Configuration of Masterworks Series Orchestra  
82 Members  
(Strings 14, 12, 9, 10, 7)

<u>First Violin</u>	<u>Second Violin</u>	<u>Viola</u>	<u>Cello</u>	<u>Bass</u>
Concertmaster	Principal	Principal	Principal	Principal
Assoc. Concertmaster	Asst. Principal	Asst. Principal	Asst. Principal	Asst. Principal
Asst. Concertmaster	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass
Section Violin	Section Violin	Section Viola	Section Cello	Section Bass

<u>Flute</u>	<u>Oboe</u>	<u>Clarinet</u>	<u>Bassoon</u>
Principal Flute	Principal Oboe	Principal Clarinet	Principal Bassoon
Second Flute	Second Oboe	Second Clarinet	Second Bassoon
Third Flute/Piccolo	Third Oboe/English Horn	Third Clarinet/Utility	Third Bassoon/Contra

<u>Horn</u>	<u>Trumpet</u>	<u>Trombone</u>	<u>Tuba</u>
Principal Horn	Principal Trumpet	Principal Trombone	Principal Tuba
Second Horn	Second Trumpet	Second Trombone	
Third Horn	Third Trumpet	Third/Bass Trombone	
Fourth Horn			
Assistant Horn			

<u>Timpani</u>	<u>Percussion</u>	<u>Harp</u>	<u>Piano/Keyboard</u>
Principal	Principal Percussion	Principal Harp	Principal Piano/Keyboard
	Section Percussion		
	Section Percussion		

<u>Timpani</u>	<u>Percussion</u>	<u>Harp</u>	<u>Piano/Keyboard</u>
Principal	Principal Percussion Section Percussion Section Percussion	Principal Harp	Principal Piano/Keyboard

## Attachment 2

### Individual Musician Contract for Concert Seasons

*Date*

Welcome to the \_\_\_\_\_ Season! We are looking forward to getting back on stage this Fall! We are currently moving forward with the schedule as planned. However, the DSSA management is currently working on plans to hold rehearsals and concerts safely and responsibly. Our first duty is the health of our musicians, and we will adhere the guidelines set by government and health officials on the size and structure of group gatherings. Final decisions on our fall concerts will be distributed as soon as guidance is released.

We will see the return of our Casual Concerts and we will again hold two meetings with the DSSA Board after the Saturday morning rehearsals of MW2 and MW5. You will also notice that the Pops concert cycles will be one, 3 hour rehearsal (2.5hrs at regular rate, plus .5hrs at overtime) and the concert(s).

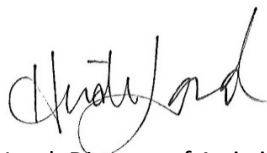
In this packet you will find:

<i>Date</i> Musician Letter of Intent	<i>(keep letter, return availability form)</i>
<i>Date</i> Master Schedule	<i>(keep)</i>
<i>Date</i> Musician Ticket Request Form	<i>(return form)</i>
Current attendance record	<i>(keep)</i>

The attendance record indicates your two season total out of 13 from the combined past two seasons. If you are below the 70% attendance requirement, you will also receive a note of how many concerts you'll need to attend in this season to bring your attendance record into good standing.

Please return the forms to me by \_\_\_\_\_. If you are unable to commit to certain concerts, please send what you DO know so that I have something in hand by \_\_\_\_\_. If you are considering taking a leave of absence or leaving your position, please contact me prior to \_\_\_\_\_. Contractually, you don't have to let me know until \_\_\_\_\_, but I would like to speak with you if you are thinking about either of these options.

After your letters are received, I will process the attendance into rosters and send confirmation of services to you by \_\_\_\_\_.



Heidi Lord, Director of Artistic Operations  
[hlord@dssso.com](mailto:hlord@dssso.com) 218-623-3771

**KEEP THIS LETTER**

## Attachment 3

### Sample Letter of Intent



### DSSA/DMA Season Letter of Intent

The DSSA requests that you complete a letter of intent to continue your employment with the Orchestra during the \_\_\_\_\_ Concert Season (\_\_\_\_\_ through \_\_\_\_\_) for the same instrument(s) that you currently play in the Orchestra. Specific provisions for dates of employment, number of services, individual per service rate, etc. will be consistent with the provisions of the DSSA/DMA AFM Local no. 18 Agreement.

On the attached form, you will indicate your intent by marking the box of your choice 1.) continue employment 2.) request a leave of absence 3.) resign from the DSSO. If you choose to perform next season, please complete the rest of the form by indicating whether or not you are available for each concert. Indication of availability is not a guarantee of services. Please mail or email (preferred) the attached Intent Form to Heidi Lord, Director of Artistic Operations, by \_\_\_\_\_. If you choose to request a Leave of Absence or decide to decline employment with the DSSA for any reason (health, retirement, personal reasons) please contact Heidi Lord by phone or email any time prior to the deadline.

Pursuant of the Attendance Policy [9.1] and Leave of Absence Policy [10] as well as general artistic consistency of the Orchestra, requests for Leave of Absence and absence from single services or concert cycles may or may not be granted.

Thank you for your dedication to the DSSO! We look forward to seeing you next season!

Our best,



Brandon VanWaeyenberghe  
*Executive Director*

Heidi Lord  
*Director of Artistic Operations*

*Please return form, postmarked or emailed, by \_\_\_\_\_. After attempts to contact you, if this form is not returned by \_\_\_\_\_ you will be placed on the 'no-hire' list for the season. This means that you will forego your employment for the season, however if substitutes have not been hired to fill your chair, or a sub is needed, you may request employment. If you do not communicate with the Union or Management regarding your employment with the DSSO during the season, it will be assumed that you have decided to vacate your position.*

name, instrument and title/position: \_\_\_\_\_

Below you will indicate your availability for the \_\_\_\_\_ Season. If you do not intend to renew your contract or if you are requesting a leave of absence, we ask that notice be given as soon as possible. Commitment to the season is required by \_\_\_\_\_. All rehearsals are **regular 2.5hr** rehearsals unless noted. Upon completion, please return **THIS PAGE ONLY** to Heidi Lord at the DSSO office or via email: [hlord@dssso.com](mailto:hlord@dssso.com)  
Thank you!

name: \_\_\_\_\_ address: \_\_\_\_\_  
(as you would like it to appear in the program book)  
email: \_\_\_\_\_ phone: (h) \_\_\_\_\_ (c) \_\_\_\_\_

This form is an indication of availability not a guarantee of services. In the case you are not required for a concert cycle, you will be notified.

Please mark the box that indicates your intent of employment for the \_\_\_\_\_ Season

I will continue my employment with the DSSA ☐

I am requesting a leave of absence this season ☐ (please contact Heidi ASAP)

I have decided to vacate my position with the DSSO ☐ (please contact Heidi ASAP)

Please indicate your availability for each concert:

				<u>known absences</u>
Date	Masterworks 1	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	_____
Date	Pops 1 (one 3hr rehearsal + performance)	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	must attend all
Date	second performance 12:45pm	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	must attend all
Date	Masterworks 2	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	_____
Date	Pops 2 (one 3hr rehearsal + two performances)	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	must attend all
Date	Pops 3 (one 3hr rehearsal + performance)	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	must attend all
Date	Masterworks 3	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	_____
Date	Masterworks 4	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	_____
Date	Masterworks 5	<input type="checkbox"/>	Available <input type="checkbox"/> Not available	_____
		_____	_____	

Date		Masterworks 6	<input type="checkbox"/>	Available	<input type="checkbox"/>	Not available	_____
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CASUAL CONCERTS: The additional performances on \_\_\_\_\_ and \_\_\_\_\_ will be at 2pm (Casual Concerts). There may be adjustments in instrumentation from the regular concert cycle but at this time, the final rep is TBD. All Pops concert cycle rehearsals will be 3 hour services. The Pops and Casual concerts will be regular 2.5 hour services. On October 18 there may be a 40 min touch up followed by a 30 min break when the house opens, followed by the 40 minute performance. It is preferred that those who play the Subscription Concert also play the Casual Concert, however, please discuss with Heidi if you have a conflict.

YOUNG PEOPLE'S CONCERT: We will be holding rehearsals and performances for YPC during either the MW4, MW5 or MW6 Concert Cycle. We will not have confirmation until late Summer/early Fall when the Playhouse can confirm availability.

By signing this letter, you are indicating that you are available for services with the DSSO for the concerts indicated and in case of changes, agree to notify management at least 4 weeks prior to the first service for the respective concert.

You will receive email confirmation of services within 30 days of the deadline. A physical copy can be provided upon request.

_____	_____
sign name here	date

This Grievance is filed pursuant to Article 14 of the Agreement between the Duluth Superior Symphony Association and the Duluth Musicians Association, AFM, Local 18 as follows:

**GRIEVANT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**1. BASIS FOR GRIEVANCE:**

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**2. CONTRACT PROVISION VIOLATED:**

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**3. RELIEF REQUESTED**

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**STEP 1: DISCUSSION**

Discussed in First Step on: \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_  
Date Grievant

\_\_\_\_\_  
DSSA Representative Title

Signature: \_\_\_\_\_  
Grievant Date

**NOTE: THIS FORM IS NOT REQUIRED AND MAY BE USED AS AN EXAMPLE. HOWEVER, WHEN USING THIS FORM GRIEVANT MUST FILL OUT THE SECTIONS ABOVE AND SIGN AND DATE IT TO LODGE A WRITTEN GRIEVANCE.**

**STEP 2: MEETING AND WRITTEN RESPONSE**

**MEETING**

(To be scheduled within thirty (30) calendar days of submission of written Grievance)

Meeting Date: \_\_\_\_\_

Disposition by DSSA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check One Choice Only:

☐ Grievance Satisfactorily Settled      ☐ DSSA Written Response Required

Signature: \_\_\_\_\_  
Grievant      Date

Signature: \_\_\_\_\_  
DSSA Representative      Date

**DSSA WRITTEN REPLY TO GRIEVANCE**

(To be issued within ten (10) calendar days following Step 2 Meeting if Grievance is not satisfactorily settled)

Written Response of DSSA: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check One Choice Only:

☐ Grievance Satisfactorily Settled      ☐ Grievance Referred to Board of Adjustment  
(Due within ten (10) calendar days of Written Reply)

Signature: \_\_\_\_\_  
Grievant      Date

Signature: \_\_\_\_\_  
DSSA Representative      Date



**STEP 3: BOARD OF ADJUSTMENT**  
(To be scheduled within thirty (30) calendar days of referral)

Disposition by Board of Adjustment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check One Choice Only:

☐ Grievance Satisfactorily Settled      ☐ Request for Mediation  
(Due within thirty (30) calendar days of Disposition)

Signature: \_\_\_\_\_  
Grievant      Date

Signature: \_\_\_\_\_  
DSSA Representative      Date

**STEP 4: MEDIATION**

Disposition by Mediation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check One Choice Only:

☐ Grievance Satisfactorily Settled      ☐ Request for Arbitration  
(Due within thirty (30) calendar days of Mediation)

Signature: \_\_\_\_\_  
Grievant      Date

Signature: \_\_\_\_\_  
DSSA Representative      Date

**STEP 5: ARBITRATION**

Disposition by Arbitration: \_\_\_\_\_

\_\_\_\_\_

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Signature: \_\_\_\_\_

Arbitrator

\_\_\_\_\_

Date