

Agreement

Between

Vermont Symphony Orchestra Association, Inc.

And

Boston Musicians' Association, AFM Local 9-535

2018-2022

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AGREEMENT
Seasons 2018-2019 through 2021-2022

This **Agreement** is made and entered into by and between the Vermont Symphony Orchestra Association, Inc., hereafter “VSO,” and the Boston Musicians’ Association (BMA) Local 9-535, American Federation of Musicians (AFM), hereafter “Union.”

1.0 TERM OF AGREEMENT

1.1 Term of Agreement

This Agreement shall become effective September 1, 2018, except for provisions set out in the Side Letter to this Agreement, and continue in full force and effect until and including June 30, 2022, subject to reopening by mutual consent. Negotiations for a new Agreement will take place during the 2021-2022 season. If no agreement has been reached by July 1, 2022, this Agreement shall continue in effect while negotiations for the new Agreement are taking place.

1.2 Union Recognition

The Employer, Vermont Symphony (VSO) of Burlington, VT recognizes the Union, Boston Musicians’ Association (BMA), American Federation of Musicians, Local 9-535 as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all Musicians employed by the VSO. Not included in the bargaining unit are conductors, guest performers, office staff, managerial employees, confidential employees and supervisors as defined by the National Labor Relations Act.

1.2.1 Union Security

All Musicians, as a condition of continued engagement, shall become and remain Members in good standing of the American Federation of Musicians (AFM) before the thirtieth (30th) day following the commencement of their employment by the VSO and remain Members so long as they are engaged by the VSO. A Musician who fails to become or remain a Member of the AFM, as herein provided, shall be dismissed by the VSO, upon demand of the Union.

Maintenance of Membership shall be interpreted, to the extent consistent with law, to be limited to the proper payment of the AFM initiation fees, membership dues/ player conference dues, and work dues uniformly required

1.2.2 Union Access

Official representatives of the Union shall have reasonable access to the place of rehearsal or performance for the purpose of conferring with the Musicians, with the understanding that they shall provide the VSO with advance notice to the extent possible.

1.2.3 Union Steward

A Union Steward shall act as the official representative of the Boston Musicians’ Association at all VSO Services with regard to the interpretation, application and enforcement of the terms and conditions set forth in this Agreement. The BMA shall appoint members of the Orchestra Committee as its Union Stewards. A Steward must be a member in good standing of the AFM and a MEMBER of the Orchestra. A Steward’s position in the VSO shall not be jeopardized because of his/her work on behalf of the BMA as Union Steward. The Union Steward shall be compensated for his/her work by the BMA.

1.2.4 Dues Check Off

During the term of this Agreement and pursuant to a voluntary Dues Check-Off Authorization Form properly submitted by a Musician to the VSO, the VSO agrees to deduct from the wages of the Musician work dues in such amounts as are uniformly required by the Boston Musicians’ Association (currently

1.50%) and/or the AFM of its Members. VSO shall be responsible for informing all Musicians of what fees and other monies are to be withheld by VSO pursuant to the Dues Check-Off Authorization Form.

The Dues Check-Off Authorization Form shall be irrevocable for the period specified therein, which period shall not exceed one (1) year or until the expiration of the then current Agreement, whichever occurs sooner. Unless revoked by the Musician, 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 VSO shall remit to Local 9-535 all monies deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made, no later than five (5) days following each corresponding orchestra pay period.

1.2.5 Hold Harmless

The Union agrees to indemnify and hold the VSO harmless from any claims or actions arising out of the operation of Section 1.2.1 Union Security and Section 1.2.3 Dues Check-Off, as set forth above.

1.2.6 On or before September 1, the VSO shall provide the BMA and AFM, Local 171 with an updated MEMBER Roster.

1.2.6.1 VSO shall provide the BMA and AFM, Local 171 with the full roster of musicians, and the rehearsal/performance schedule of each Concert or Series Set no later than two (2) weeks prior to the first service of that Concert or Series Set.

1.2.7 Non-Discrimination

Neither the Union or its members, nor the VSO, shall discriminate against any Musician on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, criminal conviction, sexual orientation, gender identity, or gender expression.

2.0 DEFINITIONS

2.1 Musician

A Musician in the Vermont Symphony shall be a MEMBER, Probationary Musician, Substitute or Extra.

2.2 MEMBER

A MEMBER is tenured according to provisions of the Agreement and is eligible to serve on VSO Committees. Current MEMBERS are listed in Addendum A.

2.3 Extra and Substitute Musicians

A Musician hired through the process outlined in Section 6.0 (Extra and Substitute Musicians) and receives a Single-Engagement Contract in accordance with the procedure specified in Section 6.7.

2.4 Principal Musician

The Principal performs in the first chair of his/her section and provides section leadership in coordination with the Music Director (12.1).

2.4.1 Principal positions include: Concertmaster (1st chair violin 1), Assistant Concertmaster, 1st chair violin 2, 1st chair viola, 1st chair cello, 1st chair bass, 1st flute, 1st oboe, 1st clarinet, 1st bassoon, 1st horn, 1st trumpet, 1st trombone, 1st percussion, keyboard, timpani, harp, tuba, and Pops drum-set and/or when drum-set is a primary instrument in any concert.

2.5 Assistant Principal Musician

The Assistant Principal performs in the second chair of his/her section and assists the section Principal in coordination with the Music Director (12.2) and performs in the first chair when the Principal is absent.

2.5.1 Assistant Principal positions include: Assistant Concertmaster, Assistant Principal 2nd Violin, Assistant Principal Viola, Assistant Principal Cello, Assistant Principal Bass.

2.5.2 **Assistant to the Principal**

A Principal Musician may request an Assistant when the program repertoire is particularly taxing and demands some relief for the Principal Musician. Such request shall not be unreasonably denied. An Assistant to the Principal shall receive section wages.

2.6 **Section Musicians:** All other section positions in the orchestra.

2.7 **Named Chair**

Concertmaster, Principal or Assistant Principal.

2.8 **Probationary Musician**

A Musician who has won an audition for a VSO opening but has not completed his or her Probationary Period as provided in Section 16.7 (Probationary Period).

2.9 **Personnel Manager**

Person(s) authorized by the VSO primarily to engage musicians for VSO musical activities and to manage administrative functions involving musicians and staff.

2.10 **Service**

A unit of work upon which wages are based, including a rehearsal or performance.

2.11 **Series Set**

A concert, together with any repetition thereof, and the rehearsals associated with those concerts.

2.12 **Subscription Series**

A series of concerts for which subscription seats are sold.

2.13 **Non-Subscription Service**

A service not attached to a Subscription Series, nor for which subscription seats are sold.

2.14 **Season Individual Contract**

Schedule of the full Season's services along with the known instrumentation, sent to MEMBERS on or before June 15, as provided in 4.3.

2.15 **Individual Service Rate**

A Musician's pay rate for a given service which shall include Base Rate (7.2) plus any applicable Premiums (7.4).

2.16 **Pro Rata Hourly Rate**

Individual Service Rate divided by Service Length. Such calculation includes any Premiums attached.

2.17 **Season**

Season shall be defined as those services offered between the dates of September 1 and August 31.

3.0 **MEMBER Roster (See Addendum A)**

One (1) Concertmaster	Flute 1, Principal
One (1) Assistant Concertmaster	Flute 2
One (1) Principal Violin 2	Piccolo
One (1) Assistant Principal Violin 2	

Twelve (12) Section Violins	
One (1) Principal Viola One (1) Assistant Principal Viola Three (3) Section Violas	Oboe 1, Principal Oboe 2 English Horn
One (1) Principal Cello One (1) Assistant Principal Cello Four (4) Section Cellos	Clarinet 1, Principal Clarinet 2
One (1) Principal Bass One (1) Assistant Principal Bass Two (2) Section Basses	Bassoon 1, Principal Bassoon 2
Harp, Principal	French Horn 1, Principal French Horn 2 French Horn 3 French Horn 4
Percussion 1, Principal	Trumpet 1, Principal Trumpet 2
Tympani, Principal	Trombone 1, Principal Trombone 2 Trombone 3/ Bass Tuba, Principal

4.0 SEASON INDIVIDUAL CONTRACT

4.1 Content

The VSO will issue a Season Individual Contract to each MEMBER. Each Season Individual Contract will contain the following:

- a. Concert Programs
- b. Orchestration
- c. Conductor(s)
- d. Time and Dates of Rehearsals and Performances
- e. Venue(s)

4.2 Instrumentation

4.2.1 Masterworks Concerts, Made in Vermont Tours: The instrumentation shall be determined by the composer, as indicated in the musical score. In exceptional cases, an instrument may be omitted if the Music Director and/or Guest Conductor judges that particular instrument redundant or inconsequential, so long as such omission does not affect the employment of a MEMBER.

4.2.2 Pops Concerts, Summer Festival Tours: For musical arrangements, the Music Director and/or Guest Conductor may have added discretion with instrumentation, provided he/she makes best efforts not to reduce employment of a MEMBER.

4.2.3 Final rehearsal order for a Concert Series Set: Except for Holiday Pops and Summer Pops Tours, the final rehearsal order shall be published no later than one (1) week prior to the first rehearsal of a Concert Set.

4.3 MEMBER Contract Issuing Procedure

Each MEMBER shall receive a Season Individual Contract under the following procedures and postmark dates:

Date	MEMBER Contracting
3/1	Management: Tentative Season Schedule sent to MEMBERS including MEMBERS on Leave.
5/1	Management: Certified letter sent to remind MEMBERS who have not responded about Intent to return from Leave.
6/15	Principal MEMBERS: Sub lists due from Principals. (See 6.5)
6/15	Management: Season Individual Contracts sent to MEMBERS.
7/1	MEMBERS: Season Individual Contracts due back from MEMBERS.
7/1	MEMBERS: Leave of Absence Requests due from MEMBERS.
1/31	Management: Summer Series Tour schedule sent to MEMBERS.
3/1	Management: Summer Series Tour contracts sent to MEMBERS.
5/1	MEMBERS: Summer Series Tour Contracts due back from MEMBERS.

4.3.1 The VSO agrees to furnish each MEMBER a copy of this Agreement along with his/her Season Individual Contract.

4.3.2 If the MEMBER returns a signed Season Individual Contract and the number of accepted Masterworks, Pops, Made in Vermont and Summer Series corresponds to the Initial Acceptance Requirement (see charts below), the MEMBER will have retained his/her Job Security. If a MEMBER is not able to meet the Initial Acceptance Requirement, he/she may elect to take a Leave, or the VSO and the MEMBER may, at the VSO's discretion, enter into a different requirement for that Season which will not negatively impact a MEMBER'S Job Security. (See 4.3.6 below.)

Number of Masterworks, Pops, Made in Vermont, Summer Tour Series Sets Offered a MEMBER on Season Schedule as of June 15.	Initial Acceptance Requirement
9	4
8	4
7	3
6	3
5	2
4	2
3	0
2	0
1	0

4.3.3 In the event a Masterworks, Pops or Made in Vermont Concert Series Set is cancelled after August 15, MEMBERS shall be credited that Set for the purposes of calculating Job Security requirements in Section 4.3.2, above.

4.3.3.1 In the event a Summer Tour Series Concert is cancelled after May 1, MEMBERS shall be credited that Set for the purposes of calculating Job Security requirements in Section 4.3.2, above.

4.3.4 **Service Leave**

A MEMBER may decline one (1) service offered in the Season Individual Contract for each of three (3) Series Sets, with a penalty no greater than loss of pay for that declined service, except that such service may not be a Dress Rehearsal or Concert. Request for a Service Leave (13.1) must be made by the MEMBER no later than thirty (30) days prior to the beginning of the Series in which the Service Leave would occur. In the event that a piece is only rehearsed at one (1) rehearsal (in addition to the dress rehearsal), a musician who plays in that piece cannot request a service leave for that rehearsal.

4.3.4.1 In granting a Service Leave to a MEMBER, VSO shall not incur additional mileage or housing obligations.

4.3.4.2 **Summer Tour Service Leave**

Any MEMBER or (on a first-come, first-served basis) up to five long-term substitutes (defined as someone who has played at least four series sets over the course of the past two years) may decline two (2) services offered for a Summer Tour Series with a penalty no greater than loss of pay for those declined services, except that such services may not include a Dress Rehearsal. Service leave substitutes must audit either the Dress Rehearsal or any one of the concerts that precedes the Service Leave, and will be paid at section rehearsal rates for that audit. As a result of the Service Leave, the VSO shall not incur additional mileage, per diem, or housing obligations. Request for a Service Leave must be made by the Musician no later than thirty (30) days prior to the beginning of the Series. In the event that music has already been mailed by the time of the Service Leave request, the Musician requesting the Service Leave will be responsible for promptly supplying copies of the parts to his/her substitute.

4.3.5 Should a MEMBER perform services on Farmers' Night, and/or the Brass Quintet/Counterpoint Tour, such services for either production shall count as one (1) for the purposes of fulfilling Job Security attendance requirements of the Initial Acceptance Requirement for a given Season.

4.3.5.1 If a MEMBER performs an Orchestral Youth Concert offered as a standalone event or performs an Orchestral Youth Concert only, that has been offered as part of a Series Set, the Orchestral Youth Concert shall count as one (1) for the purposes of fulfilling a MEMBER'S Job Security attendance requirements of the Initial Acceptance Requirement for a given Season.

4.3.6 If a MEMBER'S total services performed falls below the minimum acceptance requirements set forth above, s/he shall receive a warning letter from VSO, sent by email and regular mail. If a MEMBER'S total services performed falls below the minimum acceptance requirements two (2) years in a row, his/her contract with the VSO may be Non-Renewed at the VSO's discretion. In a decision to Non-Renew a MEMBER'S contract, VSO shall make best efforts to consider special circumstances which may have impacted a MEMBER'S ability to accept employment with the VSO.

4.4 **Service Confirmation and Offers of Engagement**

4.4.1 VSO will issue a memo six (6) weeks in advance of any VSO engagement which confirms rehearsal and performance dates, Service Leave request deadline date, rehearsal order, concert dress, orchestration, and venue. Four (4) weeks in advance, VSO will issue a memo that re-confirms the schedule and gives any necessary additional information, plus directions.

4.4.1.1 Substitute and Extra Musicians shall receive an Offer of Engagement for the services to be performed by email or regular mail, with confirmation provided by the Musician through email or regular mail. Offer of Engagement shall include concert program, position, service rate, housing policies, dress code, parking information, Union Security requirement (1.2.1), W-4, I-9 (if necessary), and (if appropriate), information about the Flynn Theatre. No Offer of Engagement shall contain terms inconsistent with this Agreement.

4.4.2 No Offer of Engagement shall contain terms inconsistent with this Agreement.

5.0 **MEMBER GUARANTEED SERVICES**

5.1 **Right of First Refusal**

A MEMBER has the right of first refusal for employment in any VSO production in which the music score or a music part requires the instrument for which he/she is contracted (See Roster, Addendum A).

5.1.2 All employment, except as noted in the addenda to this Agreement, shall be offered first to Principal and Assistant Principal MEMBERS and then section MEMBERS before Substitute and Extra Musicians are hired. As provided in Section 6.3, The Music Director, in consultation with the related section Principal, may ask a section MEMBER to fill a Named Chair vacancy, but is not required.

5.2 **String Rotation**

VSO shall utilize a String Rotation system specifically designed to employ MEMBER section string players equally for all services offered by the VSO. Fair and equal distribution is the goal, including preference to MEMBERS by the Personnel Manager in late date hiring where substitution is involved. (See 6.2)

Seating is assigned by a rotational system, with the exception of the Principals and Assistant Principals in a given section, which shall remain fixed. Principal Viola, Principal Cello and Principal Bass shall be responsible for assigning seating in their respective sections. MEMBER Violins (except for the first stands) will rotate between the first and second sections. If there is an even number of MEMBER violins, there will be an even split between firsts and seconds, and if there is an odd number, there will be one more first than second. The order of rotation will progress uninterrupted from season to season, with new MEMBERS added at the end of the sequence as they are hired. The rotation will include every Concert Series Set (typically eight (8) per season): five (5) Masterworks, Made in Vermont, Holiday Pops, Summer Festival Tour. For extra concerts inserted into a concert set (such as the Flynn Youth Concerts), the seating for that concert week will prevail. Violinists rotate between sections in a "counter-clockwise" motion, moving "up" the inside and "down" the outside chairs for each concert, like a bicycle chain. If a Musician misses a concert, a substitute player will be seated in his/her chair. Otherwise, substitutes are seated behind MEMBERS.

5.3 No Musician shall be excluded from a full rehearsal when he/she has a part in the music being rehearsed. However, sectionals involving one or more families of instruments shall not require the score's complete instrumentation.

5.4 **Guaranteed Minimum Services**

The VSO will offer each MEMBER a minimum number of services equal to six (6) rehearsals and two (2) concerts, annually. Should VSO fail to meet the minimum guarantee to a MEMBER, VSO shall remunerate that MEMBER equivalent to the wages he/she would have been paid for the above described guarantee minimum.

6.0 **EXTRA AND SUBSTITUTE MUSICIANS**

6.1 MEMBERS shall be offered services first to fill section vacancies.

6.2 The Music Director, in consultation with the related section Principal, may ask a section MEMBER to fill a Named Chair vacancy. If a section MEMBER chooses not to "move up" into said position, such denial shall not degrade that MEMBER'S tenured status.

- 6.3 Applications for inclusion on the VSO Substitute List shall be submitted to the Personnel Manager and reviewed by the Music Director and related section Principal.
- 6.4 On or before July 1, each Principal, after having consulted with the Music Director and other section Members, shall submit a ranked list of Substitute Musicians for his/her section to the Personnel Manager, detailing who is qualified for particular section positions. During the course of a Season, the Principal and Music Director may review and revise the Substitute List, if necessary.
- 6.5 Musicians may qualify for the Substitute List through participation in an advertised audition for an open position heard by the Music Director and a Committee of MEMBERS. Privately arranged auditions shall not be held by the Music Director.
- 6.6 If the Personnel Manager is unable to fill an opening with a Musician from the Substitute List, he/she will consult with the Music Director and the appropriate section Principal before hiring a Musician not on the Substitute List. In case of an emergency, however, a Substitute Musician may be appointed by the Personnel Manager without consulting the Principal.
- 6.7 Should no Music Director be present, due to a Music Director search process, the above language will remain in effect, excluding provisions requiring the Music Director's consent.

7.0 COMPENSATION

Except as provided in the Addenda and Side Letter to this Agreement, a Musician shall be remunerated as follows:

7.1 Timely Payment

Wages shall be paid to Musicians no later than six (6) calendar days beginning the day after the final concert in a Concert Set. A Musician must present proper legal documentation at or before performing his/her first service. If documentation is not provided, the Musician shall not be allowed to work.

7.2 Wages

Wages paid to the Musicians as defined in Section 4.0 (Services):

	Year 1	Year 2	Year 3	Year 4
	2018-19	2019-20	2020-21	2021-22
Performance (2.5 hours)				
Performance Base Wage	\$133.90	\$137.92	\$142.05	\$146.31
Performance Overtime (per 15 min. segment)	\$20.09	\$20.69	\$21.31	\$21.95
Rehearsal (2.5 hours)				
Rehearsal Base Wage	\$103.00	\$106.09	\$109.27	\$112.55
Sound Check Rehearsal (30 minutes)	\$31.80	\$32.76	\$33.74	\$34.76
Hourly Rehearsal Base Wage	\$41.20	\$42.44	\$43.71	\$45.02
Rehearsal Overtime (per 15 min. segment)	\$15.45	\$15.91	\$16.39	\$16.88

- 7.3 Pension**
VSO agrees to offer the Employer's 403(b) retirement plan to each MEMBER. In addition, VSO agrees to financially incentivize MEMBERS to join the VSO plan, up to \$7,500.00 in total. The maximum benefit will be split among all plan participants on the final day of the first year of this Agreement.
- 7.4 Premiums**
- 7.4.1 Overtime**
Overtime shall be defined as any encroachment of time beyond the service length, plus three (3) minutes (as provided in Section 9.0. Services) paid in units of fifteen (15) minutes, at a rate of time and a half (150%) of a Musician's Individual Per-Service Compensation Rate, divided into proportional fifteen-minute increments.
- 7.4.2 Concertmaster**
Concertmaster shall receive a minimum of fifty percent (50.00%) additional, over the Base Service Rate.
- 7.4.3 Assistant Concertmaster**
The Assistant Concertmaster shall receive a minimum Principal Premium (30.00%) over the Base Service Rate as set out in 7.4.4, below.
- 7.4.4 Principal Musicians**
Principal Musicians shall receive a minimum thirty percent (30.00%) over the Base Service Rate.
- 7.4.5 Assistant Principal**
Assistant Principal Musicians shall receive a minimum fifteen percent (15.00%) over the Base Service Rate.
- 7.4.6 Chamber Ensembles in Masterworks, Family Chamber Concerts and Brass Quintet/ Counterpoint Series**
When an ensemble of Musicians numbers twelve (12) or fewer, all Musicians shall be remunerated as Principals.
- 7.4.7 Continuo**
A Continuo Musician shall receive \$50.00 per service, in addition to his/her per service rate.
- 7.4.8 Solo Pay**
A MEMBER who is featured as a concerto soloist shall receive a minimum of an additional [seventy-five](#) percent (75.00%) of the Basic Service Rate.
- 7.4.9 Front-Stage Feature**
Up to four (4) Musicians shall be compensated an additional \$50.00 per performance.
- 7.4.10 Pops Drum-Set**
A Musician who plays drum-set in a Pops concert, or in any concert where the drum-set is featured, shall be remunerated as a Principal.
- 7.4.11 Pops Rhythm Section**
Musicians who perform as a separate group within the context of the full orchestra, such as the Pops rhythm section, e.g., drums, keyboard, guitar, bass, shall be remunerated as Principals.
- 7.4.12 Doubling**
When a Musician is expected to play more than one (1) instrument for a specified service, he/she will be considered to be doubling. A Musician will be compensated for doubling, based on his/her per service rate,

an additional twenty-five percent (25.00%) for the first double, fifteen percent (15.00%) for all other doubles.

7.4.12.1 No MEMBER shall be required to perform on any instrument not specifically named in his/her roster position.

7.4.12.2 If required to double, a Musician will be notified at least one (1) week prior to a Concert Set. For each service where doubling is scheduled, the Musician shall receive his/her full doubling remuneration, whether or not the doubling is performed during that service.

7.4.12.3 The Percussion family is allowed one (1) doubling only for playing different categories of instruments: timpani; mallet instruments; or general percussion.

7.4.12.4 The following instrument combinations within the noted respective “Groups” shall NOT be considered Doubles. A musician may play any number of instruments from within a “Group” and not be paid a doubling premium (except as outlined in Group 9).

1. Piano and Celeste;
2. Tuba and Sousaphone;
3. A and Bb Clarinets;
4. Bb, C and D Trumpets;
5. Timpani;
6. Latin and Ethnic Instruments: Cabasa, Claves, Maracas, Guiro, Shakers, Congas, Bongos, Timbales, etc.;
7. General Percussion: concert bass drum, concert toms, snare drum, gongs, piatti, woodblock, bell tree, mark tree, cowbell, ratchet, sleigh bells, doorbell, temple blocks, whistle, ratchet, tambourine, triangle, etc.;
8. Mallet instruments: Including xylophone, vibes, marimba, chimes, crotales, glockenspiel, or any other diatonic or chromatic set. The percussionist may play any three of these mallet instruments. For each additional mallet instrument played after these three, a doubling fee will be paid.
9. Drum set

7.4.12.5 It is the responsibility of the Musician to provide whatever doubling instruments are required of him/her, with the exception of the following: “Wagner” tubas, timpani, piano, celeste, synthesizer, organ, oboe d’amore and basset horn. VSO will pay for or reimburse the doubling Musician for rental fees and/or necessary transportation costs when rental of a doubling instrument is necessary.

7.5 Cartage

VSO agrees to reimburse Musicians, once per Series Set, for reasonable costs of transporting instruments not capable of personal transport, including, without limitation, upright bass, harp, timpani, mallet percussion, and large amplifiers. This provision assumes safe-keeping of said instruments at the venue.

The following cartage fees will apply to instruments listed below:

- a. Harp - \$140
- b. Large Percussion - \$140 (as referenced in current BMA Wage Scales)
- c. Timpani - \$140
- d. String Bass - \$25
- e. Contrabassoon - \$25
- f. Keyboard/amplifiers - \$50

7.5.1 Cartage rates shall not apply for instruments transported by VSO.

- 7.6 Per Diem**
A Per Diem of \$8.00 for lunch and \$12.00 for dinner shall be paid to Musicians who are lodged with Hosts for each meal not provided by Host or VSO during a Series run, starting after the first rehearsal the musician is called for in the run. If there are breaks in the tour, per diem payments resume after the first service in the following portion of the tour. In addition, Per Diem shall be paid to all Musicians when VSO does not provide a meal in between services on a two-service day.
- 7.7 Travel**
Travel compensation is based upon miles between the Musician's residence and the rehearsal or performance venue. Drivers shall receive \$0.30 per mile and Passengers \$0.10 per mile, per roundtrip taken.
- 7.7.1** A Musician shall be compensated for VSO-related round-trip travel, except for nights he/she stays in VSO provided housing. Mileage will not be paid if the commute is within a 10-mile radius. If the point of origin is over 250 miles away, travel will be paid at the regular rate, capped at 500 miles total. If there are two (2) or more services in a day, only one (1) round-trip will be paid.
- 7.7.2** A MEMBER shall not be reimbursed for travel resulting from a Service Leave (13.0)
- 7.8 Complimentary Tickets**
Where possible, VSO shall make complimentary tickets available to the Musicians.
- 7.9 Audition Committee**
Committee Members will receive an honorarium of \$50.00 per day when an audition occurs on the same day as another VSO service, \$125.00, plus Mileage (7.7), per day when the audition occurs on a day when there is not another VSO service. Per Diem (7.6) shall apply in both cases.
- 8.0 HOUSING**
VSO shall make best efforts to provide housing accommodations in hotels or private homes for any Musician for each day in which he/she performs a service.
- 8.1 For Burlington Area Services**
Accommodations shall be no greater than fifteen (15) miles from the rehearsal/performance venue.
- 8.2** A Musician shall be provided a private bedroom and, where possible, a full bathroom on the same floor.
- 8.3** Bedroom temperatures shall be kept within a comfortable "living" range, not to fall below 65 degrees Fahrenheit.
- 8.4** Where possible, VSO shall make best efforts to assign a MEMBER housing according to his/her preference, while recognizing said MEMBER'S seniority when making housing selections.
- 8.5** In the interest of creating the best matches between Host and Musician, VSO shall, from time to time, gather information from the Musicians about their homestays so that accommodations remain reasonably comfortable and uniform for any Musician who performs with the VSO.
- 9.0 SERVICES**
- 9.1 Limitation of Musicians' Services**
- 9.1.1** Except for specified sectionals, a Musician hired for a Concert Set shall be offered the full complement of rehearsal services for which his/her instrument is scored. However, if VSO rehearses a piece or movement

not scored for a particular instrument which is otherwise used in that Concert Set, VSO may hire a Musician one (1) rehearsal fewer than VSO hires others in the full orchestral complement.

9.1.1.2 A MEMBER not offered the full complement of rehearsals in a given Set shall be granted a full production credit, for the calculation of Job Security as described in Section 4.3.2, should he or she decline to perform in that Set.

9.1.2 The Vermont Symphony shall not require Musicians to perform services outside the scope of this Agreement. However, should an opportunity arise not contemplated in this Agreement, such as a Tour or the use of a venue not normally utilized by the company which may require minor adjustments to some working conditions, VSO may consult the Orchestra Committee and the Union about an accommodation which Parties may choose to accept as an exception to the Agreement. For amendments of larger scope, the process provided in Section 23.0 of this Agreement shall be followed.

9.2 Performance

9.2.1 Masterworks and Pops Concerts

Playing time for Concerts shall last no longer than two and one-half (2 ½) hours commencing with the scheduled concert time. Each Concert shall include at least one twenty (20) minute break. Concerts continuing beyond two and one-half (2 ½) hours shall include additional pay at the overtime rate listed in Section 7.4.1 (Overtime). A performance will be considered to have concluded when the music for the Concert has ended. Immediate verification of overtime shall be decided by the Personnel Manager according to a stage clock.

9.2.2 Orchestral Youth and Family Chamber Concerts

Orchestral Youth and Family Chamber Concert Services will begin no earlier than 8:45 am and will be scheduled in pairs not to exceed three (3) hours with at least thirty (30) minutes of break between services. Musicians will be paid one (1) Performance service fee for this three (3) hour commitment. If the rehearsal the previous evening is a three (3) hour rehearsal, musicians will be paid the hourly pro-rata rehearsal rate, without overtime for the additional thirty (30) minutes.

9.2.3 Made in Vermont Concerts

Made in Vermont Concerts may include a twenty (20) minute Warm-up Rehearsal/Soundcheck prior to the start of the Concert to be included as part of the two and one-half (2 ½) Performance call. Playing time for a Made in Vermont Warm-up Rehearsal/Soundcheck/Concert shall last no longer than two and one-half (2 ½) hours commencing with the scheduled Warm-up Rehearsal/Soundcheck time. Each Concert shall include at least thirty (30) minutes of breaktime, no fewer than ten (10) minutes of break to be taken between the Warm-up Rehearsal/Soundcheck. Concerts continuing beyond two and one-half (2 ½) hours shall include additional pay at the overtime rate listed in Section 7.4.1 (Overtime). A performance will be considered to have concluded when the music for the Concert has ended. Immediate verification of overtime shall be decided by the Personnel Manager according to a stage clock.

Compensation for Made in Vermont productions shall be as set out in Addendum B of this Agreement.

9.3 Rehearsals

9.3.1 The regular rehearsal day shall begin no earlier than 10:00 a.m.

9.3.2 A rehearsal call shall be a minimum two and one-half (2 ½) hours in length. Overtime shall be decided by the Personnel Manager according to a clearly visible stage clock.

9.3.2.1 Two (2) **Summer Festival Tour** rehearsals may be up to three (3) hours in length, paid at a Musician's pro rata hourly rehearsal rate, after which overtime shall apply as set out in 7.4.1.

9.3.2.2 Two (2) **Brass Quintet/Counterpoint** short rehearsals may be set on the same day: one (1) 2-hours in

length and one (1) 1.5-hours in length, both paid at the pro rata hourly Principal Rehearsal Rate. However, both must occur within a four (4) hour period.

9.4 Open Rehearsals

VSO may open a rehearsal to the public. Notice of an Open Rehearsal must be sent to the Musicians two (2) weeks prior to the Open Rehearsal. Repertoire previously not rehearsed shall not be played at said rehearsal.

9.5 Breaks

9.5.1 There shall be a twenty (20) minute break during each rehearsal no later than ninety (90) minutes from the beginning of the rehearsal. A five (5) minute warning will be given by the Personnel Manager to the Musicians before the end of a break.

9.5.2 Overtime Breaks

There shall be a five (5) minute break for every thirty (30) minutes of overtime, to be taken at some point within the overtime periods or after twenty-five (25) minutes of overtime playing.

10.0 MUSIC DISTRIBUTION AND BOWINGS

10.1 With the exception of rental parts, the VSO is responsible for legible music parts being made available at least three (3) weeks prior to the first service with all bowings, cuts and, if available, metronome markings clearly indicated. VSO shall make best efforts to provide musicians original parts, upon request, no later than one (1) week prior to the first rehearsal of a production. However, VSO shall not be required to mail music parts outside of the United States. Bowings for each string section are determined by the Principals in consultation with the Conductor. Principals may meet annually with the Music Director and Librarian to discuss protocols for establishing bowings and the distribution of string parts to the musicians.

10.2 In the event that the Concertmaster is unavailable to bow parts, the Assistant Concertmaster or Music Director may establish the bowings for the first violins.

10.3 Any Musician who will not attend a service shall be responsible for forwarding his/her music parts to the VSO Librarian or, if necessary, his/her Substitute.

11.0 CANCELLATIONS/CHANGE IN SCHEDULED SERVICES

11.1 Additional Services

Notification to the Musicians of any additional services, including, but not limited to, services not included in the MEMBER'S Season Individual Contract must be made at least twenty-one (21) days prior to the service. A MEMBER will make every effort to perform such services but will have the right to refuse services with a penalty no greater than the loss of pay for those services.

11.2 Cancellation of Services

The VSO shall notify Musicians of a schedule change or cancellation at least thirty (30) days prior to the day that service was originally scheduled. Subject to the provisions below, contracted Musicians shall be compensated for any scheduled service cancelled fewer than thirty (30) days before the scheduled service was to occur.

11.3 Barring sickness or injury, a Musician must notify the Personnel Manager of a cancellation at least twenty-one (21) days prior to the first service of a Series Set. When a Musician must cancel his/her VSO commitment within twenty-one (21) days of said service, he/she shall assist the Personnel Manager, where possible, in finding a suitable substitute. (As provided in 13.1.1, a Service Leave request must be made at least thirty (30) days in advance of the service date for which a Leave is sought.)

11.4 If the VSO changes a scheduled service after August 1, a MEMBER will not be required to perform in the related Masterworks or Pops Series Set for the purpose of fulfilling Job Security attendance requirements of the Initial Acceptance Requirement for that Season. Said Series Set shall be credited to the MEMBER whether or not he/she performs on the Series Set.

11.5 **Force Majeure**

In the event it becomes impossible to hold a service or continue a series of concerts or rehearsals, provided under the terms of this Agreement, by reason of extreme acts of nature such as fire, flood, or pestilence, acts of public enemy, war, or catastrophic accident, the VSO shall have the right to cancel or postpone services, and shall not incur financial obligation to any Musician beyond that for services already performed as a result of such cancellation for the duration of the emergency.

11.6 **Cancellation Due To Weather**

In the interest of the Musicians' safety the VSO shall announce, at least five (5) hours before the scheduled start-time of any service, a cancellation due to adverse weather conditions. If VSO does not announce such cancellation at least five (5) hours before the scheduled start time, Musicians shall be compensated for that service—except in cases of bona fide Force Majeure. Cancellations shall be made by the VSO at its sole discretion. The time of official notification is considered to be: 1) the posting time on VSO's website about the cancellation; 2) transmission time of personal emails sent to all Musicians scheduled to perform.

11.7 **Lateness, or Early Departure from Rehearsals**

11.7.1 Lateness or early departure may be allowed by the Music Director at his/her sole discretion. All requests must be made through the Personnel Manager.

11.7.2 Lateness or early departure caused solely by VSO's late change of a scheduled service may be excused upon written request through the Personnel Manager, such request not to be unreasonably denied.

11.7.3 For late arrival, a Musician's compensation may be adjusted on a prorated basis.

11.7.4 Unexcused absence from a service is subject to Section 18.0 (Discipline and Dismissal for Just Cause).

12.0 **MUSICIAN RESPONSIBILITIES**

12.1 **Principals**

Section Principals, in consultation with the Music Director, shall assume leadership with the Members of his/her section, encouraging artistically productive performances. Within the framework of a rehearsal, the Principal may be asked to direct sectional rehearsals. String section Principals are responsible for marking bowings within one (1) week of receiving music parts, as set forth in 10.0, above.

12.2 **Assistant Principals**

Assistant Principals shall assume the responsibilities of the Principal when the Principal is not present and shall otherwise assist the Principal in his/her duties with the section.

12.3 **Section Musicians**

Section Musicians shall work in close coordination with their section Principals and the Conductor.

12.4 **Concert Dress**

All Musicians shall wear, at their own expense, concert attire as determined per concert by the VSO in consultation with the Orchestra Committee. VSO shall notify Musicians of any change to standard attire at least thirty (30) days prior to the first service of a given Concert Series. Changes to standard concert attire

shall not place an undue expense upon a Musician. Clothing shall be neat, clean, and pressed. Tight-fitting or overly revealing clothing is not acceptable. All musicians are asked to refrain from wearing perceptible scents such as perfume or cologne. VSO is responsible for enforcement of the Dress Code.

13.0 LEAVE

13.1 Service Leaves

A MEMBER shall be granted up to three (3) Service Leaves (4.3.4) during each contract year, should he/she not have declined as many services as part of his/her Season Initial Acceptance Requirement (4.3.2). Service Leaves may be taken under the following procedure:

- 13.1.1** One (1) Service Leave may be requested for any Masterworks Series Set with a penalty no greater than loss of pay for that one service. Such service may not be a Dress Rehearsal or Concert. The request must be made at least thirty (30) days in advance of the service date for which Leave is sought.
- 13.1.2** Services scheduled on religious holidays may be declined at the option of the MEMBER with a penalty no greater than loss of pay for the related services. MEMBERS who request leave for such will not be charged with a Service Leave.

13.2 Leaves of Absence

- a. A MEMBER who has been employed for four (4) consecutive seasons may take a Leave of Absence lasting up to one (1) full Season. A MEMBER may request an extension to the initial Leave of Absence of up to one (1) additional Season. Such request shall not be unreasonably denied. Requests for Leave of Absence shall be made in writing by July 1. After returning from his/her Leave, said MEMBER shall be required to be employed another four (4) consecutive seasons before he/she may request another Leave of Absence.
- b. VSO shall notify a MEMBER whether or not his/her Leave request has been granted no later than one (1) week following receipt of said Leave request.
- c. A MEMBER shall not be paid during the Leave of Absence and shall return to his/her same position in the orchestra once the Leave is completed. (If the MEMBER is hired by the VSO for specific services during the period of the Leave of Absence, he/she will be compensated at the current per service rate applicable to the position for which he/she is hired.)
- d. The MEMBER agrees to provide the VSO with a current physical and email address, telephone number and any other information which will help the VSO contact him/her during the Leave of Absence. In addition, the MEMBER agrees to notify the VSO in writing about his/her plans to return to VSO for the following season by May 1 of his/her Leave season.
- e. Should the VSO not be so notified, the VSO will initiate contact with the MEMBER in writing, through certified mail and email. No response from the MEMBER within fourteen (14) days shall be deemed a resignation by the MEMBER.

13.3 Leave of Absence for Personal/Medical Reason

- a. A MEMBER may request a Leave of Absence for personal reasons, including but not limited to Medical Leave, Maternity Leave, Adoption of a Child, Disability, Personal Illness, or Illness of a Family Member.
- b. Such Leaves shall be up to a maximum of twelve (12) weeks per year. However, a MEMBER may request a Leave for greater than twelve (12) weeks, at his or her election, which VSO may grant or deny, at its discretion.

- c. Such Leaves should be requested as soon as practicable prior to the first service of the first production which occurs during the requested Leave period. Similarly, the VSO shall respond to the request as soon as practicable.
- d. Requests for Personal/Medical Leave shall not be unreasonably denied. If the request is denied, the reasons for such denial shall be stated in writing, with a copy to the Union. The granting of Medical Leaves shall conform with applicable State and Federal Law.

13.3.1 Medical Leave, Extensions, and Special Conditions

- a. Requests for a Medical Leave due to disability or illness shall be accompanied by medical certification.
- b. Requests to extend Medical Leave, disability, and illness Leave shall be accompanied by medical certification.
- c. A request to return to work must be accompanied by medical certification that the MEMBER is fit to return to work, if a MEMBER is on a Medical Leave of Absence.
- d. If a MEMBER who is on a Medical Leave of Absence requests work as a substitute, the request must be accompanied by medical certification of fitness to work as a substitute. Such requests will be reviewed on a case-by-case basis.
- e. Services not performed due to terms covered under this Section shall be credited to the MEMBER in maintaining his/her position in the orchestra.

13.4 Paid Sick Days

13.4.1 MEMBERS shall receive two (2) paid Sick Days per year, not to accrue from year to year.

13.4.2 A MEMBER may also use paid sick time for travel to or attendance at funeral services of an immediate family member. "Immediate family" for this purpose shall be limited to the Member's father, mother, grandparent, sibling, spouse, spouse-equivalent, or children.

13.4.3 A MEMBER may not use paid sick time for an absence from a VSO service to perform with another organization.

14.0 VENUE CONDITIONS

14.1 Indoor Conditions

It is understood that temperature extremes may cause permanent damage to some musical instruments. VSO shall make best efforts to ensure that temperatures onstage remain between sixty-five (65) degrees F. and eighty-five (85) degrees F during rehearsals and performances. If the temperature is above seventy-five (75) degrees F, VSO may permit the Musicians to remove neckties and/or jackets. If the temperature is above eighty (80) degrees F, such permission is not required.

14.1.2 Temperature Below 65 Degrees Fahrenheit

If the temperature at a rehearsal or concert falls below sixty-five (65) degrees, VSO will suspend the rehearsal or performance until temperature conditions are corrected.

14.1.2 The offstage side wings shall be well lit and free of obstructive clutter.

14.1.3 VSO shall make best efforts to reserve restrooms dedicated for the Musicians which are clean and of adequate capacity to serve the number of Musicians in the orchestra.

14.1.4 When there is more than one service in a day, VSO shall make best efforts to provide Musicians with a comfortable well lighted room in which they may rest, eat, and practice between services.

14.1.5 VSO shall make the stage available to Musicians to warm-up and prepare for the rehearsal or performance no later than thirty (30) minutes prior to the schedule start-time.

14.2 Outdoor Conditions

14.2.1 Musicians will not be required to perform if there is danger to them or their instruments due to adverse weather conditions. The decision whether or not to perform will be made by the Executive Director and the Chair of the Orchestra Committee, or their respective designees. If a concert is interrupted or delayed by rain and resumed, the total performance time will not exceed 2.5 hours from the scheduled performance start-time.

14.2.2 Musicians shall not be required to rehearse or perform in the rain. VSO shall make best efforts to shield and protect Musicians from direct sunlight during rehearsal and performances.

14.2.3 Musicians shall not be required to rehearse or perform if the temperature on stage falls below sixty (60) degrees Fahrenheit. Heaters will be operational if the temperature on stage falls below sixty-eight (68) degrees Fahrenheit at the Principal Oboist's stand. Musicians will, in any event, complete the piece being played if the temperature on stage falls below sixty (60) degrees Fahrenheit, after which the service will be suspended until such time that temperature conditions are corrected.

14.2.4 Fans will be available onstage when temperatures exceed eighty (80) degrees.

14.2.5 Extreme temperature conditions may necessitate the Musicians to use their "second instruments." Quality of sound, etc. under unfavorable outdoor conditions shall not be used against a Musician in evaluating his/her artistic merits in any Demotion/Non-Renewal procedure.

14.2.6 Except during Orchestral Youth Concert productions, there shall be adequate changing facilities for the sole use of the Musicians.

14.2.7 There shall be adequate restroom facilities which VSO shall make best efforts to provide solely for the use of the Musicians.

14.2.8 There shall be secure storage space provided for instruments, sheltered from extremes of temperature, direct sunlight and moisture.

14.3 Chairs and Lights

The VSO shall make best efforts to provide armless chairs for each player, straight backed and padded, as well as cello chairs where needed. VSO shall also provide stand lights upon request for all Musicians.

15.0 SUMMER TOUR AND RUNOUTS

15.1 Compensation for Travel

A Musician shall be paid mileage according to Section 7.7.

15.2 Runout Meals

15.2.1 The VSO may elect to provide a meal in lieu of a meal payment.

15.2.2 A Per Diem, as set out in Section 7.6, shall be paid to a Musician for each meal not provided by VSO during active days on a Tour or Run-Out.

15.3 Other Travel

Any type of Travel engagement not covered in this Agreement must be negotiated between the VSO, Union and the Orchestra Committee at least thirty (30) days prior to such travel.

16.0 MEMBER VACANCIES AND AUDITIONS

16.1 MEMBER Vacancies

VSO shall hold auditions when a bona fide vacancy exists. Such a vacancy is created when:

- a. A MEMBER has retired or resigned. (Such a vacancy must be formally acknowledged with a certified letter to the Musician from the VSO.)
- b. A MEMBER has been dismissed or his/her contract Non-Renewed.
- c. A new position is being added to the orchestra.

16.2 Filling of Vacancies

When a MEMBER vacancy in the VSO occurs, the VSO shall begin the process of filling that vacancy as soon as possible, but no later than three (3) months following the date a vacancy is known to have existed.

16.2.1 The Orchestra Committee shall be notified by the VSO when a vacancy occurs.

16.2.2 Management shall confer with the Audition Committee (Section 16.3) to set dates for an audition.

16.2.3 Subject to the Side Letter to this Agreement, concerning transitions in Year 1 of the Agreement, VSO shall advertise the audition time and place in the appropriate AFM Publication at least two (2) months prior to the audition date(s).

16.2.4 VSO shall provide audition repertoire to the candidates at least thirty (30) days in advance of the audition date. The Music Director, in conjunction with the appropriate Principals, will be the final authority about the development of said audition repertoire.

16.2.5 If the number of applicants exceeds thirty (30) the Music Director, in consultation with the Committee may limit the number of applicants invited to audition. Such consultation shall establish the artistic criteria which will govern the number of applicants invited to audition. An applicant may only be denied an audition for artistic reasons. All auditions shall be by invitation only.

16.2.6 Until an audition is held to fill the position permanently, Substitute Musicians shall be employed as provided in Section 6.0.

16.3 Audition Committee

The Audition Committee shall number five (5) MEMBERS in addition to the Music Director, except for a Concert Master audition, the Audition Committee shall number seven (7). The Audition Committee must be present for all audition rounds. The Music Director must be present for at least the Final round. Audition Committees shall consist of:

Concert Master: The four (4) string Principals
One (1) other violin
Two (2) other non-string players

Strings: Concert Master
The Principal from the affected section
Two (2) other string players
One (1) other non-string player

Woodwinds: The Principal from the affected section
(or woodwind player if Principal vacancy)

One (1) Principal woodwind from any section
One (1) woodwind player
One (1) string player
One (1) player selected from among brass, percussion

Percussion: The percussion Principal
One (1) percussion section player
One (1) woodwind player
One (1) string player
One (1) player selected from among brass, percussion

Harp: Concert Master
One (1) Principal woodwind player
One (1) Principal brass player
One (1) string player
One (1) player selected from among brass, percussion or harp

Trumpets: The Principal trumpet (or second trumpet if Principal vacancy)
One (1) brass Principal
One (1) brass player
One (1) woodwind player
One (1) player selected from among string, percussion or harp

Horns/Low Brass: Principal player from the section of vacancy
One (1) player from the section of vacancy;
or Two (2) players if Principal vacancy;
One (1) brass player
One (1) woodwind player
One (1) player selected from among string, percussion or harp.

16.3.1 In the event that a sufficient number of appropriate MEMBERS are not available, other MEMBERS will be selected by the Orchestra Committee and the Music Director from among the MEMBERS already called to be present for VSO concert services contiguous to the scheduled auditions. If for any reason a MEMBER designated for inclusion on the Audition Committee is not able to serve at a scheduled audition, an alternate will be selected by the Orchestra Committee and the Music Director.

16.3.1.1 In the case of an audition where the Music Director is not present, the Music Director will select up to two (2) of the Audition Committee members within the parameters outlined in 16.3.

16.3.2 A MEMBER creating the vacancy shall not serve on the Audition Committee. One may not serve on the Audition Committee if the Candidate is a member of his/her family, i.e., brother, sister, husband, wife, partner, etc., or if there is some other significant conflict of interest.

16.3.3 The Audition Committee shall be compensated at the rates specified in Section 7.9.

16.4 **Audition Procedures**

16.4.1 **Preliminary Round Auditions**

Candidates shall perform from behind a screen. The order in which Candidates audition shall be determined randomly by the Personnel Manager who shall maintain a confidential list of the Candidates' names and corresponding numbers. The Personnel Manager will introduce each candidate to the Committee by his/her number to ensure anonymity. Candidates will audition in numerical order.

16.4.2 Following discussion, if needed, the Audition Committee and the Music Director shall decide by secret ballot vote whether or not to advance a Candidate to the next round. The Music Director and each Audition Committee Member shall have one (1) vote. No one may abstain from voting for or against a candidate. If the vote results in a tie, the Music Director shall have an additional vote.

16.4.3 **Final Round Auditions**

Every effort shall be made to hold the Final Round audition the same day as the Preliminary Round(s).

16.4.4 Candidates advance to the Final Round on the basis of the Preliminary Round audition. However, MEMBERS and former MEMBERS (who have voluntarily resigned within the past three (3) Regular Seasons) who are Candidates will be invited to the Final Round and do not have to attend the Preliminaries. The Orchestra Committee, in consultation with the Music Director, may also choose to invite a long-term Substitute Musician who is a Candidate [defined as a Musician who has performed at least four (4) Series Sets over a two (2) year period] to the Final Round without requiring that Musician to participate in the Preliminaries.

16.4.5 A screen will be used in the Final Rounds.

16.4.6 Following discussion, if needed, the Audition Committee and the Music Director shall decide by secret ballot vote which Candidate won the audition. The Music Director and each Audition Committee Member shall have one vote. No Member of the Audition Committee may abstain from voting for or against a candidate. If the vote results in a tie, the Music Director shall have an additional vote.

16.4.7 No position shall be offered as a split position.

16.4.8 Auditions for Concertmaster may include a performance by each Candidate with the orchestra at a regularly scheduled concert.

16.5 **Conditions**

16.5.1 Auditions for all Candidates shall be held in a suitable place selected by the VSO. Temperature, lighting, and other physical conditions shall be as specified in Section 14.1 (Venue Conditions).

16.5.2 VSO shall make best efforts to provide sufficient warm-up rooms.

16.5.3 No audition shall begin before 9:00 a.m.

16.6 **Notification of Acceptance**

The Personnel Manager shall advise Final Round Candidates of the results as soon as possible, either in person or by phone, no longer than one (1) day after the Final Round is completed. The winning Candidate must also be notified in writing, a copy of this Agreement included.

16.7 **Probationary Period**

The initial period of a Probationary Musician's contractual employment shall be considered probationary and may span more than one (1) performance season. The minimum probationary period shall consist of four (4) Concert Sets which are conducted by the Music Director. The Music Director and the Probationary Musician's Audition Committee shall vote (as provided in 16.4.6) to decide if the Probationary Musician shall become a tenured MEMBER. VSO shall inform the Musician in writing of the decision within two (2) weeks following the vote. The Music Director, in consultation with the Audition Committee may, at their discretion, extend the probationary period for an additional season with written notice to the Probationary Musician before June 15. The whole probationary period shall not, however, continue for more than two (2) full performance seasons, unless there is no Music Director serving in either of those seasons (See 16.8).

16.7.1 In the case of Non-Renewal, the VSO will make every reasonable effort to communicate its dissatisfaction with the Probationary Musician prior to the decision, so that he/she has a chance to remedy deficiencies. If notice of Non-Renewal is not sent by June 15 of the performance season in which the probation period is completed, or the Probationary Musician receives a Season Individual Contract for the following season, he/she shall be considered to have successfully completed his/her probation.

16.7.2 A Probationary Musician who receives notice of Non-Renewal shall have no right to the appeal procedure outlined in Section 17.0 (Non-Renewal of a Contract or Demotion of Tenured MEMBER on Artistic Grounds).

16.7.3 Prior to notice of Non-Renewal, the VSO will make every reasonable effort to communicate its dissatisfaction with the Probationary Musician. A Probationary Musician who receives notice of Non-Renewal shall have no right to the appeal procedure outlined in Section 11.0 (Non-Renewal of a Contract or Demotion of Tenured MEMBER on Artistic Grounds).

16.8 Probationary Period with No Permanent Music Director

A winning Candidate's contractual employment shall be considered probationary for the period while the VSO has no permanent Music Director, and also during the first season of a new Music Director. The Music Director, and the Probationary Musician's Audition Committee (or any of the Audition Committee Members who remain as MEMBERS of the orchestra) shall vote (as provided in 16.4.6) to decide by June 1 of the Music Director's first season of employment with the VSO whether the Probationary Musician shall become a Tenured MEMBER, informing the Probationary Musician in writing no later than June 15.

16.8.1 If notice is not sent to the Probationary Musician by June 15 of the Music Director's first season of employment with the VSO, and VSO does not extend a Musician's probationary period for an additional season, the Musician shall be considered to have successfully completed his/her probationary period and shall become a Tenured MEMBER.

17.0 NON-RENEWAL OR DEMOTION OF TENURED MEMBER FOR ARTISTIC REASONS

17.1 Demotion

17.1.1 Demotion shall be any action of contracting that, for artistic reasons, would reduce the number of services guaranteed a Tenured MEMBER from one season to the next, or would degrade or remove his/her named chair title, e.g., Concertmaster, Principal or Assistant Principal, and the compensation premiums associated with that named chair.

17.1.2 A Tenured MEMBER of the orchestra may at his/her sole discretion elect to be demoted. Provided that a vacancy exists and/or no other orchestra MEMBER would be affected negatively by such change, the change shall be implemented and shall not be subject to the procedures and deadlines set forth for Non-Renewal of a Tenured MEMBER in Section 17.2 below.

17.2 Non-Renewal for Artistic Reasons

17.2.1 Definition of Grounds

The Music Director may Non-Renew a Tenured MEMBER for artistic reasons if the Tenured MEMBER demonstrates a marked, persistent and un-remedied failure of musical performance and the inability to maintain the artistic standards of the orchestra as determined by the Music Director.

17.2.1.1 Restrictions on Initiation of Proceedings

During the first two (2) years of a Music Director's term, and his/her last, the Music Director may not initiate proceedings to Non-Renew a Tenured MEMBER for artistic reasons. The Music Director may not initiate more than two (2) Non-Renewal procedures in a given Concert Season.

17.2.2 Procedure

The Music Director may meet with a Tenured MEMBER at any time to discuss his/her artistic performance. Should the Music Director request such meeting to discuss musical deficiencies which may lead him/her to initiate the Non-Renewal or Demotion Process, a Union representative must be present and shall keep a written record of what is discussed in the meeting. At least one (1) such meeting shall take place prior to the initiation of any formal Non-Renewal or Demotion procedure of a Tenured MEMBER.

17.2.3 To initiate formal dismissal proceedings, the Music Director shall issue a written notice (via email and certified mail) to the Tenured MEMBER, indicating that he/she is in danger of not having his/her contract renewed due to deficiency of musical performance. Such written notice shall contain a detailed explanation of the deficiencies, with copies to the Union and the Orchestra Committee Chairperson. The Tenured MEMBER shall be granted Four (4) Masterworks Series Sets to remedy the stated deficiencies in that season, or those spanning two (2) Regular Seasons as the case may be.

17.2.4 Within fourteen (14) calendar days of the receipt of the written notice, or as soon thereafter as can be scheduled, the Music Director shall meet with the Tenured MEMBER to discuss specific points of dissatisfaction with his/her musical performance, as outlined in the notice. Management, the Orchestra Committee Chairperson, a Union representative and, if preferred by the affected MEMBER, a representative of the orchestra selected by him/her, shall act as witnesses for this meeting.

17.2.5 A second meeting shall occur with the above parties (or agreed upon substitutes if necessary) to discuss the specific points of dissatisfaction described in the written notice. Such meeting shall occur within fourteen (14) days after the last service of the Member's second Masterworks Series Set, post written warning. Within five (5) days after such meeting, the Tenured MEMBER will be given a written summary of said meeting from Management, copied to the Orchestra Committee Chairperson and the Union.

17.2.6 If after the fourth Masterworks Series Set, post the date of the original written notice, the Music Director determines that the Tenured MEMBER's performance continues to warrant Non-Renewal, the VSO shall provide the Tenured MEMBER written notice of intent (via certified mail and email) not to renew his/her individual contract for the subsequent season.

17.2.6.1 Should VSO send a MEMBER a notice of Non-Renewal prior to the end of his/her Individual Season Contract, VSO may choose to compensate the MEMBER for services remaining on that contract and require that the MEMBER immediately cease his/her employment with VSO. Copies of the notice shall be simultaneously provided to the Local and the Orchestra Committee Chairperson.

17.2.7 Accept or Appeal

The Tenured MEMBER may choose to accept the Non-Renewal by resigning his/her position effective at the end of the then current Regular Season or may appeal the Music Director's decision pursuant to Section 17.3 below.

17.2.7.1 Procedure if Accepted

If the decision is not appealed by the Tenured MEMBER, he/she shall not be offered a Season Individual Contract for the subsequent season.

17.3 Initiating an Appeal

The Tenured MEMBER may appeal the Non-Renewal decision by providing written notice within fourteen (14) calendar days of receipt of notice of Non-Renewal to the VSO, the Union, and the Orchestra Committee Chairperson. Notice shall be considered timely if mailed certified mail, return receipt requested within the time limit noted above. If the date of regular contract renewal arises after an appeal has been taken,

the Tenured MEMBER shall not be issued a Season Individual Contract unless and until the Appeals Committee votes to overturn the Music Director's decision to Non-Renew.

17.3.2 Appeals Procedure

17.3.3 Appeals Committee

The Appeals Committee shall be composed of five (5) Tenured MEMBERS and three (3) alternate Tenured MEMBERS selected by secret ballot by the Tenured MEMBERS, during the first Masterworks Series Set of each season. The committee must include at least one member from the string section and one member from any other section of the orchestra.

17.3.4 The following Tenured MEMBERS shall not be eligible to serve on the Appeals Committee:

- a. MEMBERS holding management or supervisory positions with the VSO.
- b. MEMBERS not returning the following year by reason of resignation or Non-Renewal.
- c. The appealing Tenured MEMBER, any member of the appealing Tenured MEMBER's immediate family, or any MEMBER having a live-in relationship with the appealing MEMBER.
- d. MEMBERS whose participation would create a direct conflict of interest.

17.3.5 Election of Appeals Committee

The ballots shall be held by the Union until such time as necessary. Should an Appeals Committee be called for, the Union shall identify five (5) MEMBERS who received the highest number of votes (acknowledging requirements in Section 17.3.3 and Section 17.3.4), and name each to the Appeals Committee, pending verification with Management that such MEMBERS do not have conflicts of interest as provided in Section 17.3.4 above. This Committee shall elect its own Chairperson.

17.3.6 Alternates shall be named in descending order of the highest number of votes cast for the next three (3) members, and shall be called upon to serve in that order should any of the five (5) elected members be unable or unwilling to serve on the Appeals Committee.

17.3.7 Process of Appeal

Within thirty (30) days of receipt of notice of appeal, the Appeals Committee shall convene, at a mutually convenient time and place, to consider the basis for the Non-Renewal. The Committee shall hear testimony from the Music Director and the Appellant, and may hear testimony from witnesses called by both sides. The Executive Director or Management representative may be present during this portion of the process. The Committee may request and shall be provided documents it deems necessary in evaluating testimony and evidence. The Appellant shall be given the option of playing an audition for the Appeals Committee with the Music Director present, and the Music Director may participate in deliberations with the Committee following the audition. The Appellant shall be given ninety (90) days to prepare for such audition. No recordings shall be introduced as evidence.

17.3.8 Within forty-eight (48) hours of the close of the hearing, the Appeals Committee shall caucus and vote by written secret ballot whether or not to overturn the Music Director's decision. In order to overturn the decision, at least four (4) out of the five (5) Members of the Appeals Committee must vote in favor of overturning. Members of the Committee may not abstain from voting.

17.3.9 The Chairperson of the Appeals Committee shall immediately notify the Executive Director of the Committee's decision. The Executive Director shall notify the Music Director, the Appellant, the Union President, and the Orchestra Committee Chairperson, verbally and in writing, of the outcome of the vote as soon as possible.

17.3.10 Final Decision

A decision of the Appeals Committee shall be final and binding on all parties and shall be subject only to the grievance and arbitration process solely for procedural irregularity.

18.0 DISCIPLINE AND DISMISSAL FOR JUST CAUSE

18.1 A Musician may be disciplined or dismissed from the Orchestra for Just Cause, including but not limited to being under the influence of alcohol or illegal drugs at a rehearsal or performance, fighting or threatening violence, theft or other dishonest behavior, harassment based on sex or any other factor, retaliation, insubordination, disruption of rehearsals, concerts, meetings or events where the Musician represents the VSO, or unexcused absences. A Musician may also be disciplined or dismissed from the Orchestra for repeated violations of policies such as the Dress Code.

18.2 Progressive Discipline

The Parties agree that the principles of progressive discipline shall be applied where issues of musical performance and disciplinary problems are concerned. Before a Musicians' contract may be terminated, at least one (1) written communication shall be sent to the affected musician by email and certified mail and copied to the Union notifying the musician that such action is being taken.

18.3 Any disciplining of a Musician is subject to the provisions in Section 20.0 (Grievance, Mediation, and Arbitration).

18.4 There is no basis for discharge or disciplinary action if a Musician employed under this Agreement refuses to cross a legal American Federation of Musicians (AFM) picket line which is not in violation of this Agreement.

19.0 MEDIA

19.1 VSO recognizes the importance to the musicians and the organization of digital representations of the orchestra and agrees that every effort will be made to ensure that such representations are of the highest technical and artistic quality.

19.1.1 Except as otherwise explicitly provided in this Agreement, no service 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 Employer in the absence of a specific written agreement with the American Federation of Musicians.

19.1.2 Should any product created and/or utilized under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, the Employer shall enter into and fulfill all conditions required by the appropriate agreement of the American Federation of Musicians.

19.2 Live Audio/Video Performance Broadcasts

VSO may authorize the live broadcast of performances under the following conditions:

- a. The broadcasting station must be local and non-profit.
- b. The broadcasting station may air the live performance only within its immediate broadcast area.
- c. Recordings made from live broadcasts shall be subject to the provisions set forth in 19.3.
- d. Unless there are a minimum of three vetoes from MEMBER Section Principals within 48 hours of concert, recording is made available to Section Principals for review. If there are no objections within two weeks, recording is approved for broadcast under the conditions set forth in 19.2.
- f. Except for weekly recurring radio broadcasts, performing Musicians must be notified a minimum of seven days in advance of the live broadcast.

19.3 Archival Recording

VSO may authorize pre-approved archival recordings of performances which shall be kept in the custody of the VSO. Each archival recording from the date of this agreement forward shall be catalogued according to content and personnel.

- 19.3.1** VSO may release pre-approved archival recording to radio stations for broadcast under the following conditions:
- a. The broadcast shall take place on a local public broadcasting station
 - b. The broadcasting station may air said recording three (3) times within its broadcast area.
- Requests for additional broadcasts of a performance shall not be unreasonably denied.

- 19.3.2** No copies of archival materials may be produced with the exception of copies made in connection with grant applications, for study purposes by the Music Director and/or MEMBERS, or as approved by the Orchestra Committee.

19.4 VSO Promotional Use

VSO may record audio/visual of a rehearsal or performance and use up to three minutes of such captured materials for each VSO advertising spot on local TV or Radio without payment to the Musicians. Such uses include but are not limited to advertising, public service announcements, presentations to funders or prospective funders.

19.5 Job Security

No recordings may be used in any disciplinary, demotion, or Non-Renewal proceedings.

20.0 GRIEVANCE, MEDIATION, AND ARBITRATION

20.1 Purpose

It is the objective of the parties to resolve disputes, differences in interpretation or application of this Agreement expeditiously. In the event such disputes cannot be resolved through discussion by and between the Orchestra Musician(s) involved, the Orchestra Committee, the Local and the VSO, they may be submitted to the Grievance and Arbitration process as set forth below.

- 20.1.1** Any dispute or disagreement of any kind or character arising out of, or in any way involving, interpretation or application of this Agreement, shall be submitted for resolution under the procedures, and in the manner set forth in this section.

- 20.1.2** A grievance may be submitted by a Musician, the Orchestra Committee, the Local, or the VSO.

- 20.1.3** This section shall not be applicable to employment or termination of employment actions (except for termination for "Just Cause" actions pursuant to Section 18.0 [Discipline and Dismissal for Just Cause] of this Agreement) which will be exclusively subject to the provisions of Section 17.0 (Non-Renewal of a Contract or Demotion of Tenured MEMBER on Artistic Grounds). Disputes involving the interpretation or application of the procedures governing termination or Non-Renewal action for artistic reasons shall be subject to the grievance procedure, but not the merits of the action itself.

20.2 Procedure

Any Musician or group of Musicians with a dispute shall seek to resolve it informally through discussions with the Music Director, the Local, the Orchestra Committee, and/or the Executive Director of the VSO. It is encouraged that such dispute be raised promptly once the basis for the dispute is known.

20.2.1 Step 1

If no resolution is achieved, the dispute or disagreement shall be submitted by the aggrieved party to the other party in writing promptly (but not more than fourteen (14) calendar days) after discovery of the event giving rise to the dispute or disagreement. The written grievance, copied to the Orchestra Committee Chairperson, the Local, and the VSO shall include a statement of the grievance, date of occurrence, parties involved, the provisions of the Agreement alleged to have been violated, and a possible remedy to the grievance. Within fourteen (14) calendar days of receipt of the written grievance, the party addressed by the grievance shall answer in writing, or it shall be deemed denied.

20.2.2 Step 2

If the grievance is not settled, as set forth in Step 1 (Section 20.2.1), a written notice of appeal to a Step 2 (Section 20.2.2) meeting shall be submitted by the aggrieved party to the other party, copied to the Orchestra Committee Chairperson, the Local, and the VSO Executive Director within fourteen (14) calendar days from receiving the Step 1 answer. A Step 2 (Section 20.2.2) meeting shall be held upon a mutually agreeable date, not more than thirty (30) calendar days from the appeal. The Executive Director, a Member of the VSO Board of Directors, and the Union Steward, or other representatives of the Union, shall attend the Step 2 (Section 20.2.2) meeting in an attempt to settle the grievance. Either party shall have the right to have representatives attend the meeting.

20.2.3 Mediation

If the grievance is not settled during the Step 2 (Section 20.2.2) meeting, either party may make a request to the Federal Mediation and Conciliation Service (FMVSO) for a mediator to meet with the parties in an attempt to settle the grievance. Such mediation shall occur within fourteen (14) days of the Step 2 (Section 20.2.2) meeting.

20.3 Step 3: Arbitration

20.3.1 If the grievance is not resolved by Step 2 (Section 20.2.2) or (Section 20.2.3), the aggrieved party may submit within fourteen (14) days of the conclusion of the proceedings in Step 2 the grievance by written notice to the American Arbitration Association (AAA), requesting binding arbitration and a list of seven (7) arbitrators. Each party shall strike all unacceptable arbitrators from the list and number in order of preference those who are acceptable. Should no arbitrator from the list be acceptable to both parties, a second list will be supplied by the AAA, and the procedure repeated. If the second list fails to produce a mutually acceptable arbitrator, then a third list will be supplied and the VSO and the Union will select an arbitrator by alternately striking unacceptable names until one arbitrator remains.

20.3.2 The time limits set forth above shall be strictly adhered to. A grievance submitted after time limits have passed shall be forfeited and waived by the aggrieved party. Time limits may only be extended by mutual agreement, in writing, signed by both parties.

20.3.3 In the event a grievance is submitted to arbitration under Section 20.3 above, discussions shall continue between the parties to resolve the grievance. Should a satisfactory resolution be reached prior to the arbitrator's decision, a written resolution shall be signed by the aggrieved party, the VSO, the Chairperson of the Orchestra Committee, and the President of the Local. At this time the AAA would be notified that its services are no longer required.

20.3.4 Arbitration

The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement. The issue decided by the arbitrator shall be limited to the subject matter mutually submitted by the parties. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall make every effort to issue the written award within thirty (30) calendar days of the close of the hearing. In all cases, the parties will evenly split the costs of the arbitration. In all cases each party shall pay the cost of its own representative. No more than one (1) grievance may be submitted at a time to a given arbitrator, without written agreement between the Employer and the Local 9-535.

21.0 MEMBER COMMITTEES

21.1 Orchestra Committee

The Orchestra Committee will be five (5) Tenured MEMBERS elected by a majority vote of MEMBERS.

21.1.1 Alternates will be designated through the election process, should an Orchestra Committee member be unable to finish a term.

21.2 Appeals Committee

MEMBERS will elect an Appeals Committee annually in accordance with Section 17.3.3 (Appeals Committee).

21.3 Terms

Elections will be held before the end of the Regular Season for representation on all Committees, terms to begin September 1.

22.0 WORKER'S COMPENSATION/ INSTRUMENT INSURANCE

22.1 The VSO shall provide Workers' Compensation Insurance for all Musicians.

22.2 The VSO shall indemnify a Musician for any loss or damage to his/her instrument(s) by members of VSO staff or while the instrument(s) is being transported/guarded by the VSO. VSO is not responsible for instruments damaged by Musicians.

23.0 AMENDMENTS

23.1 Amendments to this Agreement shall be approved by the VSO, a majority of the Musicians, and Local 9-535. This Agreement may be amended by the VSO only after:

- a. Notice to the Orchestra Committee and Local 9-535 at least three (3) months before the effective date of the proposed amendment, such notice to include the text of the proposed amendment, and such notice to be given before the penultimate Concert Set in the Masterworks Series in order to be in force at the start of the following season; and
- b. Consultation between designates of the VSO and of the Musicians regarding the proposed amendment; and
- c. Local 9-535 will be charged with the responsibility of conducting a secret ballot vote of the orchestra.

24.0 NO STRIKES, LOCKOUTS, AND WORK STOPPAGES

24.1 Local 9-535 agrees that there will be no strike, sympathy strike, picketing, stoppage of work, slowdown, walkout, sit down, sickout, job action, boycott, hand billing or other interference with operations of the VSO during the term of this Agreement or any extension thereof. The VSO agrees that it will not lockout the employees during the term of this Agreement or any extension thereof.

24.2 In the event of a violation of Section 24.1 (No Strikes, Lockouts, and Work Stoppages), Local 9-535 shall notify, without delay, the Musicians involved in said prohibited activities to immediately cease such activity and return to work or be subject to immediate discipline by the VSO.

24.3 Any issue involving an alleged violation of Section 24.1 (No Strikes, Lockouts, and Work Stoppages) shall be subject to the grievance procedure set forth in this Agreement.

25.0 **LABOR/MANAGEMENT RELATIONS**

VSO will schedule at least two (2) orchestra meetings per year (one in the spring and one in the fall) at a time convenient to most MEMBERS, which does not conflict with dinnertime, so that the full group can engage in discussions about topics important to the organization as a whole.

26.0 **SEPARABILITY**

In the event that any portion of this Agreement is determined by a court or agency of competent jurisdiction to be unlawful, the remainder of this Agreement shall remain in full force and effect.

Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this DATE October ____, 2018.

Vermont Symphony Orchestra Association, Inc.

Ben Cadwallader, Executive Director

2 Church Street, Suite 3B
Burlington, VT 05401

802 864-5741

Boston Musicians' Association, AFM Local 9-535

Patrick Hollenbeck, President

73 Hemenway Street, Suite D
Boston, MA 02115

617 670-2224

Greater Springfield, Berkshire County and Vermont Musicians Association, AFM Local 171

Richard Melikian, President/Secretary Treasurer

640 Page Boulevard
Springfield, MA 01104

413 736-5187

Vermont Symphony Orchestra Committee Chair

Nancy Dimock

Addendum A

Violin

Katherine Winterstein, *concertmaster*
Kathy Andrew, *assistant concertmaster*
Woonkuo Soon, *principal second*
TBD, *assistant principal second*
David Gusakov
Hilary Hatch
Sofia Hirsch
Aleksandra Labinska
Laura Markowitz
Lino Tanaka
Zoya Tsvetkova
TBD
TBD
TBD
TBD
TBD

Violas

Russell Wilson, *principal*
Stefanie Taylor, *assistant principal*
Harold Lieberman
TBD
TBD

Cellos

John Dunlop, *principal*
Dieuwke Davydov, *assistant principal*
Jonathan Brin
Bonnie Klimowski
TBD
TBD

Basses

Luke Baker, *principal*
Eliot Porter, *assistant principal*
David Goodchild
TBD

Flute

Melissa Mielens, *principal*
Anne Janson

Piccolo

Peggy Friedland

Oboe

Nancy Dimock, *principal*
Sherwood Wise

English Horn

Ann Greenawalt

Clarinet

Kelli O'Connor, *principal*
Gary Wright

Bassoon

Janet Polk, *principal*
Rebecca Eldredge

Horns

Shelagh Abate, *principal*
Sheffra Spiridopoulos, *second horn*
Alan Parshley, *third horn*
Stewart Schuele, *fourth horn*

Trumpet

Mark Emery, *principal*
Greg Smith

Trombone

Matthew Wright, *principal*
TBD

Bass Trombone

Gabriel Langfur

Tuba

Takatsuga Hagiwara, *principal*

Harp

Heidi Soons, *principal*

Timpani

Jeremy Levine, *principal*

Percussion

D. Thomas Toner, *principal*

Addendum B

Made in Vermont Concert Series

1. **Service Work Rules:** As set out in Section 9.2.3

2. **Premiums:**

- a. Section 7.0 premiums shall not apply, except that the Concertmaster shall receive a titled chair premium (7.4.2).
- b. Travel: All Musicians shall be reimbursed at the Driver Rate (\$0.30 per mile) as per Section 7.7.1, except that a Musician's reimbursement shall be capped at \$100.00 per Series Production.

3. **Wages**

	Year 1 2018-19	Year 2 2019-20	Year 3 2020-21	Year 4 2021-22
Performance (2.5 hours)				
Performance Base Wage	\$145.00	\$149.35	\$153.83	\$158.44
Performance Overtime (per 15 min. segment)	\$ 21.75	\$ 22.40	\$ 23.07	\$ 23.76
Rehearsal (2.5 hours)				
Rehearsal Base Wage	\$112.50	\$115.87	\$119.35	\$122.93
Hourly Rehearsal Base Wage	\$ 45.00	\$ 46.35	\$ 47.74	\$ 49.17
Rehearsal Overtime (per 15 min. segment)	\$ 16.87	\$ 17.38	\$ 17.90	\$ 18.44

Addendum C

Jukebox Series

It is understood that, for logistical reasons, hiring for the Vermont Symphony *Jukebox Series* has not always been offered to MEMBERS according to regular VSO hiring order. It is the goal of VSO to align *Jukebox* hiring with standards set out in the rest of Agreement, except that current chamber groups and personnel will be grandfathered until the specific groups cease to exist or choose to change personnel. Should personnel change, hiring will conform to Section 5.0 of the Agreement.

Given that the Vermont Symphony is still developing the Jukebox Chamber Music Series programming and requires some flexibility to establish the model, it is agreed that the VSO, Orchestra Committee and the Boston Musicians' Association will agree to terms and conditions below and reevaluate in June 2020.

Vermont Symphony shall:

- Make best efforts to hire Vermont Symphony MEMBERS, exclusively, though it is understood that certain chamber music programming may require exceptions.
- Encourage new chamber ensembles comprised of MEMBERS from different sections of the orchestra to form.
- Remunerate each musician \$400.00 for a production which includes one (1) concert, \$200.00 for each additional concert.
- Provide housing, as per the Agreement.
- Provide chairs and stands at the venue.
- With best efforts, have water and snacks, backstage.

It is understood that rehearsals, as required, will be scheduled by Musicians who are performing in a given *Juke Box* production.

Addendum D

Musicians in the Schools

It is understood that, for logistical reasons, hiring for the Vermont Symphony *Musicians in the Schools* has not always been offered to MEMBERS according to regular VSO hiring order. It is the goal of VSO to align *Musicians in the Schools* hiring with standards set out in the rest of Agreement, except that current educational chamber groups and personnel will be grandfathered until the specific groups cease to exist or choose to change personnel. Should personnel change, hiring will conform to Section 5.0 of the Agreement. The VSO, Orchestra Committee and the Boston Musicians' Association will agree to terms and conditions below and reevaluate in June 2020.

Vermont Symphony shall:

- Make best efforts to hire Vermont Symphony MEMBERS, exclusively, though it is understood that certain chamber music programming may require exceptions depending upon the availability of Musicians.
- Encourage MEMBERS from different sections of the orchestra to form new chamber ensembles.
- Remunerate each musician \$235.00 for a production which includes two (2) concerts in a day, \$250 for a production which includes three (3) concerts in a day. (A *Composing Game* shall be considered as one (1) concert.)
- Provide housing and per diem as per the Agreement.

It is understood that rehearsals, as required, will be scheduled by Musicians who are performing in a given *Musicians in the Schools* production.

Addendum E

Extra Employment, Ceremonies and Event Programming

Vermont Symphony is able to offer Extra Employment to Musicians from time to time, separate from its regular Subscription, Educational and Touring programs. Such employment may include music for ceremonies such as weddings, funerals, graduations and other special occasions in the community. VSO will make best efforts to distribute work evenly among MEMBERS. It is the goal of VSO to align hiring for Extra Employment with standards set out in the rest of Agreement.

Rates and Policy will be set annually through consultation between the VSO, Orchestra Committee and the Boston Musicians' Association and then published to the Orchestra.

Vermont Symphony shall:

- Make best efforts to hire Vermont Symphony MEMBERS, exclusively, though it is understood that certain chamber music programming may require exceptions depending upon the availability of Musicians.
- Encourage MEMBERS from different sections of the orchestra to form new chamber ensembles.
- Make best efforts to provide hard copies of music to each Musician, as requested.

A Musician shall be remunerated at the following hourly rates (which includes a ten (10) minute break per hour):

	Ensemble	Solo	Harp
1.00 hour	\$190.00	\$245.00	\$330.00
1.25 hours	\$210.00	\$265.00	\$345.00
1.5 hours	\$220.00	\$275.00	\$350.00
1.75 hours	\$235.00	\$290.00	\$375.00
2.0 hours	\$245.00	\$300.00	\$385.00
2.25 hours	\$265.00	\$330.00	\$415.00
2.5 hours	\$275.00	\$330.00	\$415.00
2.75 hours	\$290.00	\$345.00	\$430.00
3.00 hours	\$300.00	\$350.00	\$440.00
4.00 hours	\$400.00	\$415.00	\$495.00

- With the exception of last minute requests from Presenters for Musicians, which VSO may be inclined to meet, Musicians shall be given a minimum twenty-four (24) hours to respond to an Offer of Employment.
- Cartage, Mileage and Per Diem shall not be paid to Musicians for services in this addendum.

It is understood that rehearsals, as required, will be scheduled by Musicians who are performing in a given *Extra Employment Service*.

Addendum F

Green Room Program

Vermont Symphony is able to offer special services from time to time, separate from its regular Subscription, Educational and Touring programs which involve a Musician's interaction in the community as a representative of the VSO. Such employment may include programs such as the Green Room Program in which a Musician introduces a small group of students to the VSO backstage, or perhaps to a Composer who has written a piece for the VSO. As part of the Green Room Program, the Musician may engage the students in conversation over a meal about the life of an orchestra musician.

It is the goal of VSO to align hiring for the Green Room Program with standards set out in Section 5.0 of the Agreement.

Payment to the Musician shall be \$100, with meal provided by VSO.

Addendum G

Musicians in the Community

The intent of this program is to bring VSO Musicians into the community in order to promote the growth of the orchestra and the growth of the individual Musician by encouraging creativity and innovation. To be reviewed annually so that new systems may be explored cooperatively by the VSO and Musicians.

VSO will survey Musicians to ascertain interest for events covered under Addendum G, as opportunities arise, which are aimed at bringing Musicians into the community (e.g. master classes, donor dinners, lectures, community engagement activities, etc.). As opportunities arise, the VSO will consult the survey results to select Musicians whose interests best align with community and organizational need.

1. Musician-led Initiatives

Musicians will be encouraged to develop their own initiatives (ensembles, programs, etc.) that are aligned with the current Strategic Plan.

2. Compensation

Compensation for Musicians in the Community activities is as follows:

- a. \$50.00 per hour, per Musician for Performing or Speaking Events. Partial hours shall be rounded up to the nearest pro-rated half hour. A Musician may not be paid less than \$50.00 for an engagement.
- b. A Musician who agrees to volunteer his/her services without pay, for a VSO sponsored event in the Community, shall be credited a Concert Set for the purposes of calculating Job Security requirements in Section 4.3.2.
- c. Per Diem, as provided in Section 7.0, and Housing as provided in Section 8.0 shall apply, except that when VSO provides a meal, Per Diem shall not be paid.

Addendum H

VSO Feature Events

From time to time the VSO is presented with unusual opportunities to participate in non-traditional productions which may fall outside the bounds of VSO's core offerings. Recent examples include the chamber ensemble performance during the Middlebury New Filmmakers Festival, the live string quartet event at VPR Studio One with Ryan Miller of Guster, and the abbreviated string quartet showcase and reception music during the Northeastern Governors and Eastern Canadian Premiers annual conference.

When such opportunities arise, which may not be readily covered under the terms and conditions of this Agreement, VSO shall confer with the Boston Musicians' Association and the Orchestra Committee to discuss special terms which may accommodate said production. Should the VSO and the Orchestra Committee, in consultation with the BMA, decide it is in their mutual best interest to accept a given production as a VSO Feature Event, all terms and conditions shall apply as outlined in this Agreement except those special terms agreed upon, on a non-precedent setting basis, and clearly described in the Offer of Engagement, sent to each Musician.

Side Letter to the Agreement

As a way of transitioning into the new Agreement it is understood that:

1. As of September 1, 2018, specific sections of this Agreement are in full effect, including but not limited to Sections 7.0, 8.0, 9.0, & 24.0. All other contract provisions shall be in full force upon ratification of the Bargaining Unit.
2. Union Security **1.2.1**, shall become effective January 1, 2019.
3. Assistant Principal Musicians will receive a 15.00% premium in Years 1 and 2 of the Agreement for Masterworks Series only, after which Assistant Principals will receive the 15.00% premium for all work as provided in **7.4.5**.
4. So long as the effective date of the new Agreement does not prohibit timelines set out in **16.2.3**, VSO shall advertise the audition time and place in the appropriate AFM Publication at least two (2) months prior to the audition date(s).
5. While VSO shall make best efforts to fill vacancies and new positions provided in Section **3.0** and **Addendum A** according to timelines set out in Section 16.2, VSO shall not be required to hold more than two (2) auditions in a given year and shall fill existing vacancies before new positions established in this Agreement.
6. **Made in Vermont, Addendum B**
 - a. Given the late ratification date of this Agreement, VSO may not adhere to program/rehearsal time limits set out in Section 9.2.3 in the Autumn 2018 Made in Vermont productions.
 - b. After November 1, 2019, the VSO and/or the BMA may elect to **re-open** bargaining for items 2. and 3. (“Premiums” and “Wages,” respectively), for the purposes of evaluating the first (2) two years under this Agreement, and determining what, if anything, may need adjustment for the duration of the Agreement. VSO and BMA agree that no reduction in wages or benefits will result from re-opened bargaining.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this DATE October____, 2018.

Vermont Symphony Orchestra Association, Inc.

Ben Cadwallader, Executive Director

2 Church Street, Suite 3B
Burlington, VT 05401

802 864-5741

Boston Musicians' Association, AFM Local 9-535

Patrick Hollenbeck, President

73 Hemenway Street, Suite D
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Richard Melikian, President/Secretary Treasurer

640 Page Boulevard
Springfield, MA 01104

413 736-5187

Vermont Symphony Orchestra Committee Chair

Nancy Dimock