

# **Agreement**

**Between**

**Vermont Symphony Orchestra Association, Inc.**

**And**

**Boston Musicians' Association, AFM Local 9-535**

**2022-2027**

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**AGREEMENT**  
**Seasons 2022-2023 through 2026-2027**

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 July 1, 2022, except for provisions set out in the Side Letter to this Agreement, and continue in full force and effect until and including June 30, 2027, subject to reopening by mutual consent. Negotiations for a new Agreement will take place during the 2026-2027 season. If no agreement has been reached by July 1, 2027, 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 their work on behalf of the BMA as Union Steward. The Union Steward shall be compensated for their 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 4.4.1.1.

**2.4 Principal Musician**

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

**2.4.1** Principal positions include: Concertmaster (1<sup>st</sup> chair violin 1), Assistant Concertmaster, 1<sup>st</sup> chair violin 2, 1<sup>st</sup> chair viola, 1<sup>st</sup> chair cello, 1<sup>st</sup> chair bass, 1<sup>st</sup> flute, 1<sup>st</sup> oboe, 1<sup>st</sup> clarinet, 1<sup>st</sup> bassoon, 1<sup>st</sup> horn, 1<sup>st</sup> trumpet, 1<sup>st</sup> trombone, 1<sup>st</sup> percussion, keyboard, timpani, harp, tuba, and Pops drum-set and/or when drum-set is a primary instrument in any concert (7.4.11).

**2.5 Assistant Principal Musician**

The Assistant Principal performs in the second chair of their 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 2<sup>nd</sup> 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, Assistant Concertmaster, Principal or Assistant Principal.
- 2.8 **Probationary Musician**  
A Musician who has won an audition for a VSO opening but has not completed their Probationary Period as provided in Section 16.7 (Probationary Period). A Probationary Musician shall be treated as a MEMBER in hiring (Section 5.0), but shall not be treated as a MEMBER in the Non-Renewal process (17.0), and shall not serve on MEMBER Committees (21.0).
- 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 and Side Letter II regarding schedule for filling vacancies.)**

One (1) Concertmaster One (1) Assistant Concertmaster One (1) Principal Violin 2 One (1) Assistant Principal Violin 2 Twelve (12) Section Violins	Flute 1, Principal Flute 2 Piccolo
One (1) Principal Viola One (1) Assistant Principal Viola Four (4) Section Violas	Oboe 1, Principal Oboe 2 English Horn
One (1) Principal Cello One (1) Assistant Principal Cello Three (3) 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:** 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 they make best efforts not to reduce employment of a MEMBER.

**4.2.3 Final rehearsal order for a Concert Series Set:** Except for Pops programs, the VSO shall make best efforts to publish the final rehearsal order 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	<b>Management:</b> Tentative Season Schedule sent to MEMBERS including MEMBERS on Leave.
5/1	<b>Management:</b> Certified letter sent to remind MEMBERS who have not responded about Intent to return from Leave.
6/15	<b>Management:</b> Season Individual Contracts sent to MEMBERS.
7/1	<b>Principal MEMBERS:</b> Sub lists due from Principals. (See 6.4)
7/1	<b>MEMBERS:</b> Season Individual Contracts due back from MEMBERS.
7/1	<b>MEMBERS:</b> Leave of Absence Requests due from MEMBERS.
1/31	<b>Management:</b> Summer Series Tour schedule sent to MEMBERS.
3/1	<b>Management:</b> Summer Series Tour contracts sent to MEMBERS.
5/1	<b>MEMBERS:</b> Summer Series Tour Contracts due back from MEMBERS.

**4.3.1** The VSO agrees to provide MEMBERS access to this Agreement on a protected VSO website portal, not open to parties outside the VSO organization.

**4.3.2** If the MEMBER returns a signed Season Individual Contract and the number of accepted Series corresponds to the Initial Acceptance Requirement (see charts below), the MEMBER will have retained their Job Security. **Summer Tour** may be offered on a separate, earlier timetable and not form part of in the Season Individual Contract offer, but will count towards the annual Acceptance Requirement in a given Season. If a MEMBER is not able to meet the Initial Acceptance Requirement, they 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 Series on Season Individual Contract in which there are a minimum four (4) services.	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 or Pops 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 their substitute.
- 4.3.5** A MEMBER who agrees to volunteer their services in a special VSO event such as Farmer's Night shall be credited a Concert Set for the purposes of calculating Job Security requirements in Section 4.3.2.
- 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, their 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), and information about the venue(s) as required.



**4.4.1.2** Musicians agree to access and create a personal portal via VSO's designated payroll service (currently Paydata) and upload required documents (including W4, I9 and health insurance forms) no less than one week prior to a pay date, in order to be paid in a timely manner as provided in Section 7.1. Musicians shall make best efforts to accept a direct deposit payment option from VSO.

**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 they are 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 6.2, 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. 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. Otherwise, except for seating of Named Chairs as set forth in 5.1.2 above, Substitute Musicians shall be seated behind MEMBERS.

**5.3** No Musician shall be excluded from a full rehearsal when they have 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 twenty (20) services in Years 1 & 2 of the Agreement, minimum payment equal to thirteen (13) rehearsals and seven (7) concerts; and twenty-four (24) services in Years 3, 4, 5 of the Agreement, minimum payment equal to fifteen (15) rehearsals and nine (9) concerts. Should VSO fail to meet the minimum guarantee to a MEMBER, VSO shall remunerate that MEMBER equivalent to the wages they would have been paid for the above described guarantee minimum.

**5.4.1** Minimum Masterworks Series: VSO shall produce a minimum of three (3) Masterworks Concert Series in Years 1 & 2 of the Agreement, and four (4) in Years 3, 4, 5, each Series to include a minimum of four (4) Rehearsals. Should VSO fail to meet the minimum guarantee to a MEMBER, VSO shall remunerate that MEMBER equivalent to the wages they 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, except as provided below.
- 6.2** VSO 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 from Musicians who are not MEMBERS shall be submitted to the Personnel Manager.
- 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 their section to the Personnel Manager, detailing who is qualified for particular section positions. In the case of substitutions for Named Chair positions, the Principal may also choose to consult with Principals from other sections of the orchestra. 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, the Personnel Manager will consult with the appropriate section Principal (and Music Director if they prefer) 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 and/or Music Director.
- 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 their first service. If documentation is not provided, the Musician shall not be allowed to work.

Musicians shall be compensated Fridays, on a biweekly basis, covering the two-week pay-period which ends on the Sunday prior. A Musician must have submitted their proper legal documentation no less than a week before performing their first service (4.4.1.2). A Musician shall not be allowed to work if the required documentation is not provided to the VSO as set forth above.

## 7.2 Wages

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

	<b>Year 1</b> 2022-23	<b>Year 2</b> 2023-24	<b>Year 3</b> 2024-25	<b>Year 4</b> 2025-26	<b>Year 5</b> 2026-27
<b>Performance (2.5 hours)</b>					
<b>Performance Base Wage</b>	\$152.17	\$156.74	\$161.44	\$166.28	\$171.27
<b>Performance Overtime (per 15 min. segment)</b>	\$ 22.83	\$ 23.51	\$ 24.22	\$ 24.95	\$ 25.70
<b>Rehearsal (2.5 hours)</b>					
<b>Rehearsal Base Wage</b>	\$117.06	\$120.57	\$124.19	\$127.91	\$131.75
<b>Hourly Rehearsal Base Wage</b>	\$ 46.83	\$ 48.23	\$ 49.68	\$ 51.17	\$ 52.71
<b>Rehearsal Overtime (per 15 min. segment)</b>	\$ 17.56	\$ 18.09	\$ 18.63	\$ 19.19	\$ 19.76

## 7.3 Pension

The Employer agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the AFM Employer's Pension Fund (AFM-EPF).

In Year 2 of the Agreement (2023-24) VSO further agrees to contribute to the AFM-EPF an amount equal to **1.00%** of all applicable wages earned by each Musician performing musical services;

In Year 3 (2024-25) VSO agrees to contribute an amount equal to **2.00%** of all applicable wages earned by each Musician performing musical services;

In Year 4 (2025-26) VSO agrees to contribute an amount equal to **3.00%** of all applicable wages earned by each Musician performing musical services;

In Year 5 (2026-27) VSO agrees to contribute an amount equal to **5.00%** of all applicable wages earned by each Musician performing musical services.

This amount is inclusive of any payments required by law in the Pension Protection Act of 2006 and the Fund's 2018 Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits for the Musicians. Pension contributions will be submitted to the Union by one separate check, made payable to AFM-EPF by the fifteenth (15<sup>th</sup>) day of the month following the month during which musical services were performed. The appropriate forms for the submission of work dues and pension information will be supplied by the Union and must accompany the payments.

## 7.4 Premiums

### 7.4.1 Overtime

Overtime shall be defined as any encroachment of time beyond the service length, (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**

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 their 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 Base Service Rate, for services in which they rehearse or perform said concerto.

**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, where the drum-set is featured, shall be remunerated as a Principal (2.4.1).

**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, they will be considered to be doubling. A Musician will be compensated for doubling, based on their 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 their 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 their 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, cymbals 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 them, 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 at the following rates for the first Venue in a Series Set and twenty-five percent (25.00%) of said rate for each other Venue in the same 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. Tuba - \$25
- g. Sousaphone - \$25
- h. Keyboard/amplifiers - \$50

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

**7.6 Per Diem**

A Per Diem of \$10.00 for lunch and \$13.00 in Years 1 & 2 of the Agreement, \$15.00 in Years 3, 4, 5 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 \$0.40 per mile and Passengers \$0.15 per mile, per roundtrip taken.

- 7.7.1** A Musician shall be compensated for VSO-related round-trip travel, except for nights they stay 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** If a Musician is offered housing for a maximum one (1) day off between engagements, and the Musician chooses to return to their residence instead, said Musician shall not be reimbursed mileage for that related roundtrip.
- 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 for both in-person and online concerts in which they perform.
- 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 they perform 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 their 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 their 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, to begin no later than ninety (90) after the scheduled concert time. 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.

**9.2.1.1** Concerts which have no intermission shall last no longer than one (1) hour and thirty-five (35) minutes, post scheduled concert start time, after which Overtime (7.4.1) shall be incurred.

### **9.2.2 Orchestral Youth Concerts**

Services for Orchestral Youth Concerts will begin no earlier than 8:45 am and will consist of a one (1) hour rehearsal (paid at the pro rata rehearsal rate) and a one (1) hour break followed by a performance, paid according to Section 7.0 with work rules set forth in 9.2.1. A full rehearsal, prior to the concert day, shall be paid according to Section 7.0 with work rules as set forth in 9.3.2.

## **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, except as noted in 9.3.2.1, 9.2.2 and 9.3.2.2. 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) short rehearsals may be set on the same day for **Chamber Ensemble Concerts**: 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 one (1) week 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. Rental parts will also be provided at least three weeks prior to the first service; however, PDFs of bowings may be supplied if marking rental parts would cause a delay in part distribution. 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, with priority given to outside stands in the string sections. However, VSO shall not be required to mail music parts outside of the United States. Any musician who will not attend a service shall be responsible for forwarding their music to the VSO Librarian, or, as appropriate, to their Substitute.

**10.2** Bowings for each string section are determined by the Concertmaster and Principals in consultation with the Conductor. VSO is responsible for copying bowings into each string part, before the parts are distributed to the Musicians.

**10.3** The Concertmaster shall be given string parts as soon as they are available to VSO, and will return to the Librarian all marked bowings within two (2) weeks after receiving said parts. After the Librarian provides the Principals with the marked parts, Principals will have one (1) week to mark corresponding bowings and return the fully marked parts.

**10.4** Principals will meet annually with the Music Director and Librarian to discuss protocols for establishing bowings and the distribution of string parts to the Musicians.

## **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 their VSO commitment within twenty-one (21) days of said service, they shall assist the Personnel Manager, where possible, in finding a suitable substitute, and will not receive credit for the purposes of meeting their Job Security quota (4.3.2). (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 for the purposes of meeting their Job Security quota (4.3.2), whether or not they perform 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, and 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 their 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 their 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 their 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 they not have declined as many services as part of their 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 their Leave, said MEMBER shall be required to be employed another four (4) consecutive seasons before they may request another Leave of Absence.
- b. VSO shall notify a MEMBER whether or not their 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 their 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, they will be compensated at the current per service rate applicable to the position for which they are 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 them during the Leave of Absence. In addition, the MEMBER agrees to notify the VSO in writing about their plans to return to VSO for the following season by May 1 of their 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 received by the VSO 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 their 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.

**13.4.4** VSO retains the right to ask a MEMBER not to perform in a concert if they have missed key rehearsals for any reason. In such case, VSO agrees to pay the MEMBER and grant credit for said service(s) from which they are no longer included, for the purposes of calculating Job Security. VSO shall not, however, count said service(s) against the MEMBER'S annual Sick Day total.

**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** 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.

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

**14.1.4** 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.

**14.1.5** 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.

**14.1.6** 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 deployed 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. Coats and ties shall not be required.

**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 their artistic merits in any Demotion/Non-Renewal procedure.

**14.2.6** There shall be adequate changing facilities for the 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** VSO shall make best efforts to provide secure storage space for instruments, sheltered from extreme 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 stands (and stand lights upon request) for all Musicians.

**14.4 Ear Protection**

The VSO shall have earplugs available at all services for Musicians as well as sound shields, where appropriate, to be strategically located onstage at the discretion of VSO and the Orchestra Committee.

**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 their 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** 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 Audition Committee with No Permanent Music Director**

**16.3.2.1 Audition Committee**

The Audition Committee shall consist of the following MEMBERS:

**16.3.2.2** For Section vacancies:  
Concertmaster;  
One (1) Principal from the section;  
One (1) member from the section;  
Two (2) Principals from the related family of instruments, i.e. strings, woodwinds, brass, or percussion;  
One (1) member from any section.

**16.3.2.3** For Assistant Concertmaster and Principal vacancies:  
Concertmaster;  
Three (3) Principals of the related family of instruments, i.e., strings, woodwinds, brass, or percussion;  
Two (2) members from the section, and/or Principals from any section;

**16.3.2.4** For Concertmaster vacancy:  
Principals from all string sections;  
Two (2) section violins;  
Three (3) other Principals to comprise an Audition Committee of nine (9) MEMBERS.

**16.3.3** 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 their family, i.e., brother, sister, husband, wife, partner, etc., or if there is some other significant conflict of interest.

**16.3.4** 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 their 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.

**16.4.2.1 When there is no Permanent Music Director:** Following discussion, if needed, the Audition Committee and the Concertmaster shall decide by secret ballot vote whether or not to advance a Candidate to the next round. The Concertmaster 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 Concertmaster 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 Audition 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.

**16.4.6.1** **When there is no Permanent Music Director:** Following discussion, if needed, the Audition Committee and the Concertmaster shall decide by secret ballot vote which Candidate won the Audition. The Concertmaster 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 Concertmaster 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.

**16.5.4** VSO may appoint a staff member or engage a MEMBER to serve as the Audition Proctor. Said Proctor shall make best efforts to follow protocol set forth in the Side Letter I to this Agreement.

**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

**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 they have 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, they shall be considered to have successfully completed their 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 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 their probationary period and shall become a Tenured MEMBER.

**16.8.2** If a Probationary Musician serves up to two (2) Seasons in which there is not a permanent Music Director, the Audition Committee shall decide whether to make said Musician a Tenured MEMBER by a majority vote. If notice is not sent to the Probationary Musician by June 15 following their second season in the probationary period, they 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 their 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 their 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 their 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 their artistic performance. Should the Music Director request such meeting to discuss musical deficiencies which may lead them 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 they are in danger of not having their 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 their 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 them, 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 their 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 their Individual Season Contract, VSO may choose to compensate the MEMBER for services remaining on that contract and require that the MEMBER immediately cease their 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 their 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, they 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.
- e. 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 their 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**

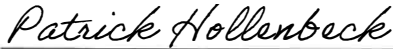
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this DATE September 26, 2022.

**Vermont Symphony Orchestra Association, Inc.**



Elise Brunelle, Executive Director  
2 Church Street, Suite 3B Burlington, VT 05401  
802 864-5741 ext. 115

**Boston Musicians' Association, AFM Local 9-535**



Patrick Hollenbeck, President  
73 Hemenway Street, Suite D  
Boston, MA 02115

617 670-2224

**Vermont Symphony Orchestra Committee Co-Chairs**



Gabe Rice



Brooke Quiggins Saulnier



## Addendum A

### **Violin**

Katherine Winterstein, *concertmaster*  
Kathy Andrew, *assistant concertmaster*  
Woonkuo Soon, *principal second*  
Brooke Quiggins Saulnier, *assist. principal second*  
Tudor Dornescu  
Ellen Flanagan  
David Gusakov  
Sofia Hirsch  
Jane Kittredge  
Aleksandra Labinska  
Laura Markowitz  
Saeka Matsuyama  
Lino Tanaka  
Letitia Quante  
TBD  
TBD

### **Violas**

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

### **Cellos**

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

### **Basses**

Luke Baker, *principal*  
Eliot Porter, *assistant principal*  
Evan Runyon  
Alexander Svensen

### **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*  
TBD, *second horn*  
Alan Parshley, *third horn*  
Stewart Schuele, *fourth horn*

### **Trumpet**

Mark Emery, *principal*  
TBD

### **Trombone**

Matthew Wright, *principal*  
TBD

### **Bass Trombone**

Gabriel Rice

### **Tuba**

Takatsugu Hagiwara, *principal*

### **Harp**

Heidi Soons, *principal*

### **Timpani**

Jeremy Levine, *principal*

### **Percussion**

D. Thomas Toner, *principal*

## **Addendum B**

### **VSO MEMBER-Led Chamber Series**

MEMBERS (and Probationary Musicians) are encouraged to develop their own initiatives (ensembles, programs, etc.) that align with the VSO Strategic Plan of community engagement, in which VSO audiences are expanded in locations which may not be customarily served, and treated to novel chamber music programming led by VSO MEMBERS.

Vermont Symphony shall:

- Make best efforts to Hire Vermont Symphony MEMBERS, exclusively, as presented to VSO by members of the ensemble with the understanding that composition of such, including substitutions, may not conform to regular hiring order (5.0). The VSO recognizes the hiring priority of its MEMBERS when considering the appointment of Musicians for Chamber Series groups.
- Remunerate each Musician (as set forth in 7.2) for two (2) rehearsals and however many concerts are programmed by VSO in a given production.
- Provide housing, as per the Agreement.
- Provide Mileage, as per the Agreement, except that coverage for rehearsals shall be limited to three (3) only.
- Provide chairs and stands at the performance venue.
- Provide water for Musicians at the performance venue.
- VSO will assess on an annual basis which ensembles will be part of the VSO MEMBER-Led Chamber Series.

It is understood that rehearsals, as required, will be scheduled by Musicians who are performing in a given VSO MEMBER-Led Chamber Series.

## **Addendum C**

### **Education**

#### **Musicians in Schools**

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 MEMBERS.
- 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, \$265 for a production which includes four (4) concerts in a day.
- Provide housing and per diem as per the Agreement.
- Provide Mileage, as per the Agreement.

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

#### **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.

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

#### **Young Composers**

In partnership with Music COMP, the VSO offers the "Young Composers" program to schools. Students participating in the program work with a Music COMP mentor to compose pieces for a VSO ensemble (string trio, brass trio, woodwind quartet, etc.).

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 MEMBERS.
- Remunerate each Musician a total of \$350 for the three (3) ensemble sessions that span the course of the project: the Intro Session (up to one (1) hour, the Workshop Session (up to one and one-half (1.5) hours, and the

Final Performance (up to one (1) hour. Sessions may be held online via Zoom from a central location or on-site at schools.

- Rates above shall move with percentage increases set out in 7.2 beginning Year 2 of the Agreement.
- Provide mileage as per the Agreement.

## **Addendum D**

### **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):

	<b>Ensemble</b>	<b>Solo</b>	<b>Harp</b>
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

- Rates above shall move with percentage increases set out in 7.2 beginning Year 2 of the Agreement.
- 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.

## **Addendum E**

### **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. 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.
- c. Provide Mileage, as per the Agreement

## **Addendum F**

### **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.

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 I

## Live Audition Protocol

VSO shall endeavor to provide fair process in all auditions so that every Candidate is judged on the merits of their performance rather than identity. Where possible, private warm-up rooms shall be provided for each candidate one-half (1/2) hour before they perform. To help preserve a Candidate's anonymity, a carpet shall cover the distance from where the Candidate enters the audition room to where they will perform. The Proctor shall make every effort to communicate the same way with every Candidate in a professional manner which does not affect, in any way, said Candidate's ability to perform their best audition.

The Audition Proctor will be given a list by VSO of Candidates for each one (1) hour segment of a given round. Best efforts shall be made not to schedule more than five (5) Candidates per hour. A Candidate shall not be required to play before their assigned audition time. The Proctor will be responsible for assigning the order in which Candidates shall be heard in each segment, as well as checking-in with any late or missing Candidates via cell phone. VSO shall provide all Candidates a place to warm-up at least one (1) hour prior to their audition call times.

## VSO Audition Proctor Duties

### Preliminary Rounds

1. Welcome the Candidates and explain the audition process.
2. Escort Candidates to the warm-up room and disclose the order of repertoire to be played in the given round.
3. Escort each Candidate to the audition room at his or her assigned time.
4. Inform each Candidate that they are not allowed to speak during the audition or make other identifiable sounds which may distinguish a Candidate's identity to the Committee. (If the Candidate has a question, they may whisper the question to the Proctor who will then communicate the question to the Committee.)
5. Upon entering the audition room, the Proctor will announce the Candidate's audition number to the Committee.
5. Assist the Candidate with page turns, if needed, and assist in any other reasonable way which may be required.
6. Escort each Candidate from the audition room when their audition is concluded.
7. Clear the hallway of Candidates when Audition Committee members must leave the audition room for a break.
8. Inform the Candidate what time they will be notified whether or not they are advancing to the next round. If the Candidate has not been notified by the appointed time, they may contact the Proctor directly.
9. Tabulate ballots directly following each vote, in the presence of the Committee.

### Final Round

1. All Candidates shall stay until released by the Proctor.
2. Instructions will be communicated to the Proctor by the Committee regarding next steps in the audition process.
3. Proctor shall tabulate ballots directly following each vote in the presence of the Committee.
4. A summary tabulation shall be created by the Proctor, after each vote, and retained on file by the VSO, which may be examined by the BMA on request.

## **Side Letter II**

The VSO shall make best efforts to fill Roster vacancies over the term of the Agreement in the following order:

1. Brass
2. Assistant Principal cello and one (1) section cello
3. Two (2) section violas
4. Two (2) section violins

## Side Letter III

### Concerning

#### Vaccinations for COVID-19

Whereas Vermont Symphony Orchestra (VSO) and Boston Musicians' Association (BMA) are committed to maximizing opportunities for Musicians to perform live; and

Whereas Vermont Symphony Orchestra and BMA also are committed to keeping Musicians, Staff and Patrons safe; and

Whereas Vermont Symphony Orchestra and BMA recognize that requiring vaccinations of Musicians and Staff against COVID-19 infections is necessary to maximizing safe work opportunities.

Now therefore Vermont Symphony Orchestra and BMA agree to the following policy effective February 1, 2022:

1. Vermont Symphony Orchestra may require Musicians hired for any service to be fully vaccinated in advance of providing that service, with an FDA-approved COVID-19 vaccine (including receiving CDC-recommended booster(s)); provided however, that (i) the booster requirement shall be limited to the boosters currently in wide use and that no further boosters will be required absent a further agreed-upon modification to the side letter; (ii) Vermont Symphony Orchestra similarly has required that any non-Musician employee who will have close contact with Musicians, be fully vaccinated; and (iii) Vermont Symphony Orchestra agrees to comply with the then-applicable EEOC guidance regarding exemptions to mandatory employer vaccination programs under the ADA (disability or pregnancy) and Title VII (sincerely held religious belief, practice or observance).
2. A Rostered MEMBER who is eligible to receive a vaccination but who declines, without lawful exemption, to be vaccinated shall not be permitted to perform with Vermont Symphony Orchestra until they are vaccinated and provide proof thereof to Vermont Symphony Orchestra; provided however, that the Rostered MEMBER will not lose their Job Security as a Rostered MEMBER (Section 4.3.2) because they were not permitted to perform.
3. A Musician who does not perform with Vermont Symphony Orchestra because they have not been vaccinated without lawful exemption will not be paid for the service(s) with the exception of any non-live, streamed work. Musicians who choose to be unvaccinated without lawful exemption are not guaranteed the minimum services as outlined in clause 5.4 of the CBA.
4. VSO shall waive the four (4) year tenure requirement for MEMBERS requesting a Leave of Absence (Section 13.2.a) until this side letter is no longer in effect.
5. This policy will remain in effect until the United States CDC declares that the COVID-19 Pandemic has ended.
6. Any disputes arising out of this policy shall be subject to the dispute resolution procedure set out in Article 20 of the Collective Bargaining Agreement.



# **Side Letter IV**

## **Concerning**

### **One Hour Sound Check Rehearsal**

1. A One Hour Sound Check Rehearsal (before a performance) may be scheduled by VSO, with approval of the Orchestra Committee, when circumstances outside the norm require an adjustment to a venue or programming that is novel in its technical requirements, etc.
2. The Sound Check Rehearsal, minimum one (1) hour call, shall begin no earlier than one and a half (1.5) hours prior to the performance start-time and end no later than thirty (30) minutes prior to the performance start-time.
3. The Sound Check Rehearsal shall be paid at time-and-a-half (150%) of the Rehearsal Hourly Rate.