



Denver **Musicians** Association

Master Agreement 2019 - 2022

# **BOULDER PHILHARMONIC ORCHESTRA MASTER AGREEMENT**

## **PREAMBLE/SCOPE OF AGREEMENT**

This Agreement, entered into as of this 1st day of October 2019, is between The Denver Musicians Association, Local 20-623, American Federation of Musicians (hereinafter referred to as the "DMA"), and The Boulder Philharmonic Orchestra, a corporation (hereinafter referred to as the "Corporation"). This Agreement defines certain commitments that the parties make to one another for the following purpose:

To bring live, orchestral and chamber music of the highest quality to Boulder through performances of the Boulder Philharmonic Orchestra, an organization comprising highly skilled and motivated Musicians in the greater Boulder area (hereinafter referred to as the "Orchestra").

## **ARTICLE I - TERM OF THE AGREEMENT**

This Agreement shall be in full force and effect from October 1, 2019 to and including June 30, 2022.

## **ARTICLE II – DEFINITIONS**

**ABSENCE:** An Absence occurs when a Musician does not perform one or more Services.

**AFM:** The Denver Musicians Association, Local 20-623, American Federation of Musicians.

**ASSOCIATE PRINCIPAL / 3<sup>rd</sup> HORN:** the third horn player is a section member and shall have first right of refusal to move up to the principal chair should the Principal Horn not be available for any service as provided herein.

**ASSISTANT PRINCIPAL PLAYER:** The second-chair player of a section, who performs all customary duties associated with that position including, but not limited to, being prepared for and replacing the Principal of the section involved, as set out in Article XIII.F.6.

**ASSISTANT UTILITY HORN:** a fifth horn player who is a section member that will assist the principal horn in the execution of concerts and be asked on an as needed basis to fill any absences within the horn section.

**CASUAL ENGAGEMENT:** Informal background music for events such as parties, receptions, fundraising or similar events for the purpose of representing the Boulder Phil in the community. These services do not require a rehearsal, are paid by the Boulder Phil, and utilize musicians from the Boulder Phil whenever possible. Exceptions to this policy may be made by the Orchestra Committee.

**COMMUNICATIONS:** Email shall be the primary method of communication between Management and Musicians, e.g., Individual Contracts (VII.C.3), Schedule Changes (VIII.B). This shall not be applicable to Article XVIII.

**CONCERT SET:** All of the rehearsals and performances for a program.

**CONCERT SEASON:** The Concert Season shall start on September 1 and end on May 15.

**CONCERTMASTER:** The Principal of the first violins, who provides leadership for the Section and otherwise performs all of the customary duties associated with that position, included but not limited to preparing the bowings pursuant to Article X.A.

**CONDUCTOR:** An individual designated by the Boulder Phil to conduct the Musicians during a Service and who otherwise performs all of the customary duties associated with that position.

**CONTRACT MUSICIAN:** A Musician who holds a fully executed contract for the Concert Season.

**CORPORATION:** The Boulder Philharmonic Orchestra and its designees.

**DEMOTION:** Demotion means moving a musician to a lower status from a titled position (ex. Change from a titled position to a tutti position or a lower titled position) or a change in a seating position that would be considered as a lower status. It also means moving a violinist from 1<sup>st</sup> violin to 2<sup>nd</sup> violin.

**DISCOVERY CONCERTS:** Orchestra performances for student audiences during school hours.

**DMA:** The Denver Musicians Association, Local 20-623, American Federation of Musicians.

**ENSEMBLE:** Any group of ten (10) or fewer Musicians.

**EXTRA MUSICIAN:** A Musician engaged for a specific Service or Concert Set to supplement the Full Orchestra. An Extra Musician is not considered to hold a contracted position.

**FULL ORCHESTRA:** The orchestra as listed in Exhibit A.

**MANAGEMENT:** Individuals designated by the Corporation to carry out the administrative and managerial responsibilities customary and necessary for proper functioning of the Boulder Phil.

**MUSIC DIRECTOR:** The individual designated by the Corporation to be responsible for the overall musical direction of the organization, including matters of programming, assigning Section seating, and other customary duties associated with such position. The Music Director may also serve as the Conductor during some or all Services.

**MUSICIAN:** An instrumentalist engaged by the Corporation in accordance with the provisions of this Agreement, but excluding the Music Director, Conductor(s), and guest artists.

**NUTCRACKER ORCHESTRA:** The orchestra as listed in Exhibit B.

**ORCHESTRA COMMITTEE:** A group of Musicians who represent all of the Musicians in the bargaining unit, as further described in Article IV.A of this Agreement.

**PERSONNEL MANAGER:** An employee of the Corporation responsible for contracting musicians, payroll processing, and orchestra communications.

**PRINCIPAL:** The first-chair player of a Section, who provides leadership for the Section and otherwise performs all of the customary duties associated with that position.

**PROCTOR:** The union steward or other union designee.

**ROPA:** Regional Orchestra Players Association.

**RUN-OUT:** One or more services played away from the Boulder area after which the orchestra returns to Boulder without an overnight stay. The Boulder area shall consist of the area within a thirty-five (35) mile radius of Macky Auditorium.

**SECTION:** A grouping of like or similar instruments of the orchestra.

**SERVICE:** An orchestra, chamber orchestra, opera, ballet, or Discovery concert, or any rehearsal required therefor confined to a single location.

**SUBSCRIPTION CONCERT SET:** All of the rehearsals and performances for a program that forms part of the regular subscription concert series at the Corporation's principal performance venue.

**SUBSTITUTE MUSICIAN:** A Musician engaged for a specific Service or Concert Set in the position of an absent Contract Musician. A Substitute Musician is not considered to hold a contracted position.

**TOUR:** Any Service performed outside the seven-county Scientific and Cultural Facilities District (SCFD) area that would require an overnight stay.

**VACANCY:** A vacancy occurs when a Contract Musician permanently leaves his or her position, voluntarily or involuntarily, or when a new position is created.

### **ARTICLE III - RECOGNITION AND UNION SECURITY**

- A. The Corporation recognizes the DMA as the sole and exclusive bargaining agent for all Musicians employed by the Corporation for the purpose of establishing and maintaining wages and other terms and conditions of employment, but excluding the Music Director, conductor(s), guest artists, and management and administrative staff of the Corporation.
- B. As a condition of employment, all Musicians covered by this Agreement who are members of the DMA on the execution date of this Agreement shall maintain their membership in the DMA as a condition of employment and those who are not members shall, no later than the thirty-first (31<sup>st</sup>) day following the date of execution of this Agreement, become members of the DMA and maintain such membership in good standing.
- C. All Musicians hired after the execution of this Agreement shall, no later than the thirty-first (31<sup>st</sup>) day after the commencement of their employment, become members of the DMA and maintain such membership as a condition of employment. Maintenance of membership shall be interpreted to include the proper payment of the DMA initiation fees, membership dues, work dues and orchestra committee dues uniformly required.
- D. Substitute and Extra Musicians who are not members of the DMA at the time of their first service must join Local 20-623 prior to performing their second (2<sup>nd</sup>) Concert Set. or by the 31<sup>st</sup> day of their first performed service with the Boulder Philharmonic, whichever is later.
- E. Upon acceptance of a Dues Check-Off Authorization Form, the Corporation agrees to deduct from the wages of each Musician work dues in such amounts as are uniformly required by the DMA and/or the AFM of its members. The Dues Check-Off Authorization Form shall be irrevocable for a period of one (1) year or until the expiration of the then current Agreement, whichever occurs sooner, and the authorization shall be renewable automatically for successive periods of one (1) year or for the period of each succeeding applicable Agreement, whichever is shorter. The Corporation shall remit to the DMA all monies deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made, no later than three (3) days following each pay period.

- F. ROPA dues shall be deducted from the first paycheck received by each Contract Musician for every season covered by this agreement. The corporation shall remit the full amount of annual ROPA membership dues to ROPA no later than December 31 of each year covered by this agreement.

#### **ARTICLE IV- MANAGEMENT RIGHTS**

- A. It is specifically understood that, except as expressly limited by the provisions of this Agreement, the Corporation reserves and retains, fully and exclusively, all right to manage the Orchestra, including full artistic control of performances and rehearsals, the right to determine the times and places of rehearsals and performances, the right to hire, discipline, demote, non-renew, and discharge Musicians. The Corporation further reserves and retains the right to make and enforce such reasonable rules and regulations as are necessary for the effective and orderly operation of the Orchestra, provided that such rules and regulations do not contravene the provisions of this Agreement or applicable law.
- B. Nothing in this Agreement shall be construed to interfere with the obligations Musicians owe to the AFM or the DMA.

#### **ARTICLE V - MUSICIAN COMMITTEES**

- A. There shall be an Orchestra Committee of Musicians under contract with the Corporation who are DMA members, who shall function as official representatives of the Musicians to the DMA and the Corporation. The Orchestra Committee shall have the right to discuss with the Corporation all matters pertaining to this Agreement. Neither the Orchestra nor the Corporation shall discriminate against any Musician as a result of his/her service on the Orchestra Committee.
  - 1. BOARD LIAISON: The Orchestra Committee shall provide official representation of the Musicians to the Corporation. The Board Liaison may be any member or members of the Orchestra Committee.
  - 2. PARTICIPATION ON BOARD COMMITTEES: Musicians are encouraged to participate in any Corporation Board Committees of interest subject to the consent of the Board Chair and the Orchestra Committee.
- B. UNION STEWARD
  - 1. The DMA shall appoint a Musician to act as Union Steward. The Union Steward shall confirm that all provisions of this Agreement are administered by the Corporation at all Services and shall perform other duties as may be designated by the DMA, requested by the Musicians, or agreed upon by the Corporation and the Orchestra Committee. The Union Steward shall have the right to discuss with the Corporation all matters pertaining to this Agreement. The Steward shall confirm that all Services begin and end on time and that all intermissions are held as required.
  - 2. The DMA shall promptly notify the Orchestra members, the Corporation and the Personnel Manager of the identity of the Steward, and shall keep them advised of the Steward's role and responsibilities. The Corporation shall not discriminate against any Musician as a result of his or her service as the Steward.

### C. PEER REVIEW COMMITTEE

1. Balloting, either on location, by First-Class Mail or electronic mail, for a Peer Review Committee shall be anonymously conducted by December 15 of each Concert Season in the following manner:
  - a. Tenured Musicians shall vote by secret ballot on a form prepared by DMA in consultation with the Orchestra Committee, which shall list all tenured members of the Orchestra, for seven (7) Peer Review Committee members and three (3) alternates.
  - b. The Musician receiving the most votes from each of the three (3) Sections - strings, woodwinds, and brass/percussion - shall be committee members.
  - c. The remaining four (4) positions plus the three (3) alternate positions shall go to the Musicians receiving the next most votes, regardless of Section.
  - d. Ballots shall not be counted at this time, but shall be sealed and kept under seal by the DMA until such time as the Peer Review Committee is required as specified herein.
  - e. In the event any Musician appeals a notice of his or her demotion or non-renewal under Article XVIII of this Agreement, the Orchestra Committee and DMA shall promptly count the ballots and report the results of the balloting to the Corporation.
  - f. The following Musicians shall not be eligible to serve on a Peer Review Committee:
    - i. Musicians holding management/supervisory positions;
    - ii. Musicians not returning the following contract year by reason of resignation or non-renewal;
    - iii. The appealing Musician, any member of the appealing Musician's immediate family, or other Musician who has a live-in arrangement with the Musician;
    - iv. Musicians under notice of demotion or non-renewal; and
    - v. Musicians whose participation would constitute a clear conflict of interest.
2. The Orchestra Committee shall activate the Peer Review Committee for each and every appeal made by a Musician receiving either a notice of non-renewal or a notice of demotion.

## ARTICLE VI – COMPENSATION

### A. SERVICE RATES

1. Minimum compensation for all Services shall be:

	2019/20	2020/21	2021/22
Section, Assistant / Utility Horn, Substitute & Extra Musicians:	\$107.09	\$110.30	\$113.61
Asst. Principal, Assoc. Principal:	\$117.80	\$121.34	\$124.98
Principal & Asst. Concertmaster:	\$128.51	\$132.37	\$136.34
Concertmaster:	\$214.18	\$220.61	\$227.23

2. A Substitute Musician shall receive the same minimum rate as the Contract Musician being replaced, with the exception that the Assistant Concertmaster shall not receive Concertmaster pay if called upon to assume this position for less than a full Concert Set.
3. If a Musician is invited by the Corporation to perform as a guest solo artist with the orchestra, compensation for such performances, as well as any stipulations requested by the Musician, shall be privately negotiated between the Musician and the Corporation. All conditions pertaining to a solo engagement (i.e. solo concerto or concertante) such as the amount of advance notice needed for preparation, the choice of music to be performed, the number of performances and rehearsals, and the date, time and place of performances must be mutually agreeable to the Musician and the Corporation and will be formalized in a memorandum initialed by both parties. Such memorandum shall not supersede the terms and conditions of the current Agreement or this individual employment contract.

### B. PENSION CONTRIBUTIONS

1. As a contributing employer to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF), the Corporation agrees to comply with and be legally bound by the terms and conditions of the Participation Agreement (see Appendix 4).
2. On behalf of each Musician under this Agreement, the Corporation shall contribute to the AFM-EPF an additional amount equal to the following percentages of all scale wages earned under this Agreement.
  - a. The contribution Rate shall be 5.50% of scale wages through the term of this agreement.
3. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed.
  - a. A copy of this report shall be sent (simultaneously) to the DMA.
  - b. All contributions to the AFM-EPF shall be paid concurrently with the bi-weekly pay periods.

4. The AFM-EPF will not consider 9.09% of these contribution payments when calculating future benefits.

C. ENSEMBLE SERVICES (Education and Community Engagement)

See Appendix 6 for wages and working conditions.

D. DISCOVERY CONCERT SERVICES: Discovery Concert services may consist of two (2) performances, or one rehearsal and one performance that take place during a two-and-one-half hour service. Regular per-service rates shall apply.

E. OVERTIME: Overtime shall be fifteen percent (15%) of the Service rate for each quarter (1/4) hour or fraction.

F. DOUBLING: The Corporation will pay doubling fees of twenty-five percent (25%) above scale for Musicians for the first double, and an additional ten percent (10%) for each double thereafter.

Categories of Doubling – See EXHIBIT C

G. PAYROLL: Payroll checks shall be issued during the week following the pay period.

H. CASUAL ENGAGEMENTS: All musicians shall be paid at Principal rate for a maximum of 2.5 hours. A 10 (ten) minute break will be taken every hour.

I. PRE-ENGAGEMENT REHEARSAL: A 50 (fifty) minute rehearsal which will start 1.5 to 2 hours prior to a performance, which can be used for any purpose, and which must conclude at least 30 minutes prior to the performance. Exceptions to the above timing may be approved by the orchestra committee. Compensation will be 50% of the Musician's service pay rate.

## **ARTICLE VII - ORCHESTRA COMPOSITION AND USE OF NAME**

A. Any performance in which the name "Boulder Philharmonic" is used shall be considered a Service under the terms of this Agreement, whether such performance is sponsored by the Corporation or is sold to another; provided, however, the Corporation may sponsor performances which do not utilize Musicians of the Orchestra, but only with the prior approval of the Orchestra Committee, which shall not be unreasonably withheld.

B. For all Subscription Concerts the orchestra shall comprise all the musicians listed in Exhibit A except as otherwise provided in this paragraph. The wind, brass and percussion players shall be hired only when required by the score. For Nutcracker performances, the orchestra shall comprise all the musicians listed in Exhibit B. Notwithstanding the first sentence of this paragraph, the parties agree that one subscription Concert each year may, at the discretion of the conductor, use fewer than all of the instruments described in Exhibit A.

C. INDIVIDUAL CONTRACTS

1. Musicians employed under the terms of this Agreement are employed only for the Services set forth in the Musician's Individual Contract.

2. The forms of Individual Contracts and Letters of Intent to be entered into between the Corporation and Musicians are specified in Appendix 1. The provisions of any Individual Contract or Letter of

Intent must be consistent with this Agreement.

3. Individual contracts for the following Concert Season shall be sent by the Corporation no later than March 15 and will include a schedule of concert dates, rehearsal dates, and repertoire.
4. To accept renewal, Musicians must sign and return the Individual Contract to the Corporation, postmarked no later than April 15.
5. With respect to any Musicians sent an artistic warning letter, or appealing musical non-renewal or musical demotion decisions as specified in Article XVIII, and/or any Musicians appealing notice of termination through the grievance procedure as specified in Article XVII, in the event the procedure results in withdrawal of the warning letter or reinstatement of the Musician(s) to his or her position in the orchestra, a renewal contract shall be sent within two (2) weeks of such decision. The renewal contract must be signed and returned within fourteen (14) days following the receipt of the renewal contract.

## **ARTICLE VIII - WORKING CONDITIONS**

### **A. SERVICES AND SCHEDULES**

1. A Service is any rehearsal or performance up to two-and-one-half (2½) hours in duration.
2. All Services shall include at least one (1) fifteen (15) minute break.
3. Oratorio, opera, or ballet Services may be up to 3 hours in length. Oratorio, opera, or ballet services longer than two and one half hours (2½) in duration shall be compensated at 120% of the regular Service Rates.
4. No Service except a dress rehearsal will continue longer than ninety (90) minutes without a break.
5. Dress rehearsal breaks shall conform to the intermission of the performance, as set by the Corporation. Musicians will be informed of the break schedule prior to commencement of the dress rehearsal.
6. The contractually designated break shall occur when called by the Personnel Manager.
7. A "Service Week" is defined as beginning on Monday and ending on Sunday.
8. All tentative schedules shall be brought to the Orchestra Committee for review before being finalized and/or distributed to the Musicians. Whenever possible, tentative schedules will be shared with the Musicians before the March 15 deadline.
9. There shall be no more than eight (8) Services scheduled within the workweek. Exceptions may be approved by the Orchestra Committee. If an eight (8) Service week occurs, during the following week no more than seven (7) Services may be scheduled. Ensemble and Discovery Concert Services shall not count toward the total.
10. There shall be one (1) day off immediately following the last Service scheduled in each Service week.
11. There shall be a ten (10) hour turnaround between the end of an evening Service and the beginning of a Service the following day.

12. There shall be no more than two (2) Services scheduled per day.
13. The Corporation shall make best effort to avoid scheduling two (2) Masterworks performances on the same day. If necessary due only to exigency of the Corporation, two (2) such performances may be scheduled but only with the prior approval of the Orchestra Committee..
14. There shall be no Services scheduled on Thanksgiving Day, Christmas Eve, Christmas Day, or New Year's Day. Every effort shall be made not to hold Services on established federal government holidays and Easter.
15. Services shall not be scheduled between December 21 and January 2 without the approval of the Orchestra Committee.
16. Times of Service
  - a. Weekday evening services will start no earlier than 7:00 pm and end no later than 10:30 pm. In the event of two (2) Services in one (1) day, these Services will not be scheduled without a minimum of one-and one-half hours between them.
  - b. Weekday daytime dress rehearsals may be scheduled; however, any Musician who cannot attend such rehearsals for a good faith reason shall not be prohibited from playing the Concert Set due to such absence.
17. A rehearsal or performance shall be deemed ended when the Concertmaster is free to leave the stage or pit or when the orchestra is dismissed by the Personnel Manager.

## B. CHANGE OF SCHEDULE

### 1. DEADLINES AND DATES - SCHEDULE AND CALENDAR

The Corporation shall follow the following notification schedule:

- |          |   |
|----------|---|
| March 1  | Tentative Schedule of Services for the following Concert Season   |
| March 15 | Schedule of Services for the following Concert Season<br>Individual Contracts   |
| 28 days  | Detailed rehearsal schedule shall be issued prior to the first rehearsal for a concert set.<br>Written notice to add or remove Musicians from the concert roster.<br>Written notice to cancel a Service.<br>Written notice to determine, confirm, or cancel any TBD or TBC service.<br>Written notice to add a Service to the schedule.<br>Written notice to convert a "tentative" or TBA date to a confirmed Service.<br>Written notice to make a time change. |
| 2 days   | Notice to change the location of a Service.   |
| 3 hours  | Notice to cancel a Service due to acts or causes of force majeure.  |

2. COORDINATION: The Corporation shall use its best efforts to avoid subscription concert conflicts with the programs by the Colorado Ballet, Opera Colorado, the Colorado Springs Philharmonic, the Greeley Philharmonic and other large ensembles that may employ Musicians.

3. CANCELLATIONS: Except as provided for in Article VIII.B.4 below, the Corporation shall provide twenty-eight (28) days' written notice to cancel a Service. Musicians shall be compensated according to their Individual Contracts for Services canceled with less than twenty-eight (28) days' written notice.
4. FORCE MAJEURE: A Service may be canceled due to acts or causes of force majeure (such as, but not limited to: destruction or damage to the place of rehearsal or performance, earthquake, flood or other natural disaster, severe weather emergency, or failure of commercial transportation) with three (3) hours' notice. No Musician shall be penalized for missing a scheduled rehearsal Service not canceled if he/she encounters a state of force majeure in attempting to attend such Services. Such canceled Services may be re-scheduled with less than twenty-eight (28) days' notice. If less than twenty-eight (28) days' notice is given, Musicians unable to attend the rescheduled Services shall not be penalized.
5. ADDITIONS: The Corporation shall provide twenty-one (21) days' written notice to add a Service to the schedule. Absences as a result of Services added to the schedule with less than twenty-one (21) days' written notice shall be considered excused.
6. CHANGE OF TIME: The Corporation shall provide twenty-one (21) days' notice to make a time change. The Corporation may make a time change with less than twenty-one (21) days' notice; however, if less than twenty-one (21) days' notice is given, Musicians who are tardy as a result of the time change shall not be penalized, and absent Musicians shall not be compensated, but shall not be otherwise penalized.
7. CHANGE OF LOCATION: Except as provided for in Article VIII.B.4 above, two (2) days' notice shall be provided to each Musician to change the location of a Service.
8. NOTICE: For the purposes of this Agreement, the requirement(s) for notification shall be deemed to be met if such notice is distributed by the Corporation to each affected Musician via email, or USPS postmarked no later than the applicable deadline.
9. ORCHESTRA COMMITTEE APPROVAL: Changes to the schedule with less notice than provided for above may be made only with the approval of the Orchestra Committee.

#### C. OVERTIME

1. A maximum of thirty (30) minutes overtime may be granted if requested by the Conductor and approved by the management representative prior to the Service break.
2. If overtime is anticipated to be fifteen (15) minutes or less, a two and one-half (2-1/2) minute break shall be given at the end of the overtime period. If overtime is anticipated to be more than fifteen (15) minutes, a five (5) minute break shall be given before the overtime period begins.
3. If overtime is called, Musicians are required to play during this period unless specifically excused by the Conductor or Personnel Manager.

#### D. ATMOSPHERIC CONDITIONS

1. The Corporation agrees to confer with the operators of Macky Auditorium and other venues where the Musicians perform, and shall use its best efforts to maintain a temperature range of 67 degrees F. to 89 degrees F. and relative humidity of at least 40%.

2. The Musicians shall not be required to play any indoor Service if the temperature is less than 67 degrees or more than 89 degrees.
3. If a question should arise, the Personnel Manager shall determine the temperature and advise the Union Steward or his/her designee before the "A" is given. Should atmospheric conditions be outside of the limits stated in this Section, or should any other extreme climatic conditions cause discomfort to a Musician or otherwise impair his/her ability to perform, the Musician may in good faith, after notifying the Union Steward or his/her designee, choose not to play the Service without penalty.
4. When performing outdoors there shall be adequate shelter nearby, such as a tent or bus, for all musicians and their instruments.
  - a. Instruments shall not be stored in direct sunlight or at freezing or near freezing temperatures.
  - b. The Orchestra shall not be required to play if the onstage outdoor temperature is less than 57 degrees or more than 90 degrees.
  - c. Musicians shall not be required to perform in direct sun or precipitation.
5. Musicians and chorus members shall not wear perfume or cologne at any rehearsal or performance.
6. The Corporation shall provide an area free from tobacco smoke for all Corporation-produced Services.
  - a. The stage and immediate back stage areas shall be designated as non-smoking areas.
  - b. For all sub-contracted Services, the Corporation will use its best efforts to ensure a smoke free environment as described above.
7. Under no circumstances shall Musicians be required to perform when conditions seriously hamper professional performance or constitute a danger to the Musicians and/or their instruments.

#### E. STAGE AND PIT CONDITIONS

1. Stage shall be set up and available 30 minutes prior to the start of Service.
2. All risers shall have properly secured protective moldings on the back and outer edges.
3. The pit or stage shall not be so crowded as to substantially interfere with the Musicians' ability to play.
4. There shall be adequate lighting on stage and in the pit for all Services.
5. The exits from any pit shall be clear and accessible.
6. When Musicians have been placed too close to instruments or electronic equipment which may endanger their hearing due to the orchestra set-up, the Musician has the right to take steps to protect his/her hearing. These steps may include seeking immediate assistance in rehearsals, inserting earplugs, covering ears, or other steps to physically protect hearing. Management will consider all reasonable steps necessary to solve the problem, such as having a limited number of sound shields available for immediate set-up, increasing set-up distance, and making disposable earplugs available to musicians who wish to use them.

## ARTICLE IX – ABSENCES

### A. EXCUSED ABSENCES

Musicians are expected to attend and participate fully in all Services for which they have been contracted in their individual contracts, unless the absence is excused. All requests shall be in writing or by e-mail.

1. Absences may be excused for the following reasons:

- a. Illness. The Musician shall give as much notice as is possible to the Personnel Manager. Upon request, the Musician shall submit a doctor's certificate or other proof of illness.
- b. Death of a family member/person in a close relationship. "Family member/person in a close relationship" shall include the Musician's spouse (or significant other), child, grandfather, grandmother, father, mother, brother, sister, in-law, or other person with whom the Musician has a close relationship. The Musician shall give as much notice as possible to the Personnel Manager. Upon request, the Musician shall submit reasonable proof of the death of the family member or person in a close relationship.
- c. Inclement weather or other force majeure. The Musician shall give as much notice as possible to the Personnel Manager.
- d. Religious reasons. The Musician shall give the Personnel Manager at least twenty-eight (28) days' notice that a Service will be missed due to religious reasons. A Service missed for religious reasons will be considered an excused absence. The Musician requesting such leave may be replaced for the concert set, at the discretion of the Music Director.
- e. Single rehearsal absence. A musician may miss one (1) single rehearsal per season for discretionary purposes.
  - i. Notice of absence must be given no later than twenty-one (21) days prior to the beginning of the concert set.
  - ii. Single rehearsal absences may not be taken for a dress rehearsal.
  - iii. Single rehearsal absences may not be taken during concert sets with fewer than three (3) scheduled rehearsals.
- f. Medical/disability leave or leave of absence, pursuant to Section E, below.
- g. Excused Absences: Upon proper notice, a Musician shall be excused from Concert Sets comprising 4 or more services (not including holiday programs in November and December, such as Nutcracker) in a Concert Season as set forth in the following table:

Concert Sets with 4 or more services offered / Minimum # of sets a musician must perform

2019 - 2022	
1/0 (0%)	6/4 (66%)
2/1 (50%)	7/4 (57%)
3/2 (66%)	8/5 (63%)
4/2 (50%)	9/5 (56%)
5/3 (60%)	10/6 (60%)

The total number of Concert Sets in each season shall be set by March 15. Any changes to the total number of Concert Sets after March 15 will not be considered in the enforcement of this policy.

- h. Concert Sets comprising fewer than 4 services shall not be considered as part of the formula for attendance requirement.
  - i. Other absences, as approved by the Music Director.
  - j. The Concertmaster, Principals, and Music Director shall work cooperatively to encourage and foster through good faith efforts improvement in the attendance rate during the Concert Set.
2. A Musician shall give the Personnel Manager no less than twenty-eight (28) days' notice in advance of a Service or Services to be missed. More notice shall be given when possible.
  3. A Musician who misses a Service because of an excused absence will not be paid for that Service, but will not be otherwise penalized.
- B. UNEXCUSED ABSENCES: All absences other than the excused absences listed above, or any such absences without proper notice, shall be considered unexcused. A Musician who misses a Service because of an unexcused absence will not be paid for the service missed. In addition, absent extenuating circumstances, a Musician with one or more unexcused absences may be subject to an oral or written warning, denial of tenure, non-renewal, or discharge. Further, a pattern of unexcused absences from year to year may, absent extenuating circumstances, also be grounds for discipline or discharge.
- C. EFFECT OF ABSENCES ON ABILITY TO PLAY CONCERT
1. If a Musician misses the dress rehearsal for a concert set, he or she will not be allowed to play in the Concerts, except with the approval of the Music Director.
  2. If a Musician misses two (2) rehearsals during a Concert Set, he or she will not be allowed to play in the Concerts for that Concert Set, except with the approval of the Music Director.
- D. TARDINESS: Musicians are expected to be in their seats on time and prepared to play for all Services. Any Musician who is tardy may be docked, by payroll deduction, fifteen percent (15%) of the Service rate for each quarter (1/4) hour of tardiness or fraction thereof.
- E. LEAVES OF ABSENCE
1. Upon written request, after three (3) years of continuous Service in the employment of the Corporation unpaid leave of absence shall be granted to a Contract Musician without loss of position for a maximum of one (1) year. Written request for such unpaid leave of absence must be submitted to the Personnel Manager no later than April 1 for the following Concert Season, and such request shall be acted upon on no later than April 15. A subsequent leave of absence may be requested by the returning Musician following another three (3) years of continuous Service in the employment of the Corporation.
  2. A Contract Musician shall be entitled to an unpaid leave of absence due to medical disability caused by illness, injury or pregnancy upon certification of such disability by a health care practitioner, or in the event of family hardship. Such leave ordinarily may not exceed six (6) months; however, an extension of an additional six (6) months may be granted at the discretion of the Corporation, which extension shall not be unreasonably denied. The Musician must notify the Personnel Manager at least thirty (30) days (or as much as possible) in advance of Services to be missed due to the reasons set out in this Section.

## ARTICLE X - MUSIC AND SEATING

### A. BOWINGS/LIBRARIAN

1. The Librarian shall oversee the marking of all parts, including bowings, determined by the Conductor and in consultation with the Concertmaster and other string Principals. Score and parts shall be marked for agreeing rehearsal numbers. When possible, cuts shall be marked in advance. If late arrival of music prevents prior marking of cuts, Musicians shall be supplied with written cut sheets when music is distributed. If string parts contain *divisi*, a seating list with an explanation of any *divisi* will be provided when music is distributed. To the extent possible, music will be of standard size notation, and will be legible, distinct, and free of unnecessary markings.
2. The procedure for marking and bowing of music:
  - a. The Music Director shall inform the Librarian of the concert programs for the following Concert Season no later than May 1, or earlier if possible.
  - b. A minimum of seven (7) weeks in advance of the first rehearsal, parts which are available by that date will be distributed to the Concertmaster for bowing which will be completed and returned to the librarian in one week. It is understood that if parts are not available until less than seven (7) weeks in advance of the first rehearsal this timeline will be adjusted accordingly, and principals agree that bowings will be completed and returned to the librarian within one week.
  - c. Six (6) weeks in advance of the first rehearsal the Concertmaster's completed bowed parts will be distributed to the Violin II and Cello Principals for bowing which will be completed and returned to the librarian in one week.
  - d. Five (5) weeks in advance of the first rehearsal the Violin I, Violin II and Cello bowings will be distributed to the Principal Violist, and Cello bowings will be distributed to the Principal Bassist, which will be completed and returned to librarian in one week.
  - e. Two (2) weeks in advance of the first rehearsal all parts will be in folders ready for distribution.
  - f. In the case of rental music that cannot be obtained within the aforementioned time frame, bowings shall be marked, copied and distributed as expeditiously as possible.
  - g. In the case of music currently in the Corporation's music library, parts will be checked for consistent markings and corrected before distribution according to the aforementioned timetable.
  - h. Management will specify in their contracts with all conductors and guest artists that music is to be available in time for management to honor its contractual obligations to the Musicians.
  - i. If rental music is anticipated to arrive late, Musicians will be notified when it is expected to arrive.
3. The Librarian shall make music available to Musicians at least two (2) weeks prior to the first rehearsal of that music, unless the unavailability of rental music precludes its distribution on time. Remaining music shall be distributed at least 30 minutes before the start of the first rehearsal of a concert set. The Conductor shall be informed of the time when music is made available to Musicians. Musicians shall come to the first rehearsal for each concert prepared to play their parts, consistent with the availability of the music. Music shall be turned in immediately following final performance of the music.

4. With the exception of accompaniments, every effort will be made to establish all bowings (changes and additional) prior to the dress rehearsal.
5. RETURN OF MUSIC: Musicians shall be financially responsible for all copies of music put in their possession by the Librarian until such time as the music is returned.

#### B. STRING SEATING

1. Initial string seating shall be established by agreement of the Music Director and the Principal of the string Section involved. Non-titled Substitute and Extra Musicians shall be seated behind all contracted string Musicians. However, the Music Director may, in his/her discretion, otherwise specify the seating of the Substitute.
2. Reseating of a titled string player, or reseating to a different Section (e.g., first violin to second violin) shall be considered a demotion under this Agreement, and subject to the provisions of Article XVIII.
3. Rotations in seating from one Concert Set to the next shall be allowed within string Sections at the discretion of the Music Director, in consultation with string Principals.
4. The Personnel Manager will maintain a reduction rotation list to be used to determine which musicians will not be hired for concerts with a reduced string complement. The initial lists for each section will consist of all non-titled section players in alphabetical order. Players selected for reduction from a concert set will be taken in order from the top of the list, then those names will be replaced at the bottom of the list. Newly hired players will be added to the list in their alphabetical position. List rotation is to be maintained in a continuous fashion for subsequent seasons, and does not reset at the beginning of a season.

If, after reductions are made, an absence in the section creates an opening, the players reduced from that concert set will be given first right of refusal for those services. However, that musician's place on the rotation list will not change as a result of accepting those services.

5. Reductions for a specific piece or pieces within a concert set otherwise using full sections will be taken from the back of the section.
6. Vacancies in string sections caused by resignation, retirement, dismissal, etc. shall be filled through the audition process.

## ARTICLE XI - DRESS CODE

The parties agree that a Musician's personal appearance is an integral part of his/her performance, and has a substantial impact on the Orchestra's general image and reputation. Musicians must therefore be neat, well-groomed, and properly attired at all concerts in accordance with the dress code. The Musicians agree to present a professional image by providing well-maintained, non-faded attire.

### A. CONCERTS

1. Black suit, black shirt, and long black tie, executive-length black socks, and formal black shoes with black-sided soles. Sunday afternoon concerts: Black suit with white shirt and long tie.

Or

Black formal dress, ankle length when seated, with at least quarter-length or longer sleeves, or ankle length or longer black skirt/black slacks with black blouse, black formal dress shoes. Purses may be placed onstage under the risers.

2. Only items necessary for performance may be at the performer's chair. The Corporation agrees to work with Macky Auditorium to provide access to lockers for use by musicians. Musicians shall provide their own locks.

### B. SERVICES IN DAYTIME OR IN THE THEATER PIT

1. Black shirt with sleeves, black pants, black belt, dark socks, black shoes.

Or

Black blouse/shirt with sleeves, black pants or skirt, black shoes.

### C. OUTDOOR CONCERTS

1. White dress shirt or white dressy casual shirt, with sleeves and buttons down the front. Black pants, black shoes, black socks. Black or white sweater or jacket if appropriate for weather conditions. Tuxedo pants and tuxedo shirts are specifically excluded.

Or

2. White dressy shirt/blouse with sleeves. Black pants or black skirt, knee-length or longer when seated. Open toed shoes are acceptable if weather conditions are appropriate. Black or white sweater or jacket if appropriate for weather conditions.

- D. Any attire not listed above which Management may desire for a particular performance will be reviewed with the Orchestra Committee well before the scheduled event.

## ARTICLE XII - TRAVEL

### A. RUN-OUT SERVICES

#### 1. LIMITATIONS

- a. Run-out Services which are a repeat of performance(s) of a concert set performed in Boulder shall be subject to the attendance requirements specified in Article IX.
- b. Run-out Services which are not a repeat performance(s) of a concert set performed in Boulder shall be exempt from the attendance requirements set forth in Article IX.A. Notwithstanding, the provisions of Article IX.C. (Effect of Absences on Ability to Play Concert) shall apply.
- c. Run-out Services which are a repeat performance(s) of a concert set performed in Boulder shall occur no later than five (5) days following the final performance in Boulder, except as may otherwise be agreed to with the Orchestra Committee.
- d. A Service taking place outside of the 35 mile radius from Macky Auditorium can be deemed exempt from Run-out status upon consultation with the Orchestra Committee.
- e. Maximum number of Run-out days per week: Two (2)
- f. The Orchestra Committee shall be consulted regarding the anticipated travel time to and from each concert destination. Travel time calculations shall be according to estimates by Google maps, or other similar accepted standard for determining travel time.
- g. The total amount of time allowed for travel on any day shall be computed as follows: The sum of travel time by bus (portal to portal) added to actual concert and/or rehearsal time shall not exceed eight (8) hours. If the aforementioned time limitations are exceeded, then each Musician will be paid \$5.00 per half hour or fraction thereof for excess travel time. Notwithstanding, the aforementioned, payment shall not be made when the excess total time is due to reasons of force majeure.
- h. There will be no less than a twelve (12) hour interval between the end of an evening service in Boulder and any scheduled departure, unless agreed upon by the Orchestra Committee.
- i. The Corporation shall arrange travel schedules to permit arrival at the place of Service not less than thirty (30) minutes in advance of the commencement of the Service, and shall provide for adequate warm-up facilities.

#### 2. TRAVEL SURCHARGES

- a. For any Run-out Service which is outside a 35 mile radius from Macky Auditorium, but within the seven county SCFD funding area, and for which conveyance is not provided, there will be a \$20 travel stipend paid to all musicians.
- b. For any Run-out Service which is outside of a 35 mile radius from Macky Auditorium and outside the seven county SCFD funding area, and for which conveyance is not provided, reimbursement shall be provided to each musician according to current DMA rates as calculated from Macky.
- c. For all Run-outs for which conveyance is provided, Musicians shall be paid from announced departure time to actual arrival time at destination, and from announced departure time from

destination to actual arrival time in Boulder. The travel fee will be paid at the rate of \$5.00 per half hour or portion thereof for Run-outs consisting of a single service, and \$2.50 per half hour or portion thereof for run-outs consisting of more than a single service. Musicians not on site at departure time shall be responsible for their own transportation.

### 3. GENERAL CONDITIONS FOR RUN-OUTS

- a. Transportation for shorter distance run-out performances may include vans that are equipped with comfortable seating, adequate heating and air conditioning. Also, there shall be satisfactory accommodations for the safe transport of musical instruments.
- b. Buses shall not be loaded so full as to create an uncomfortable travel environment for musicians. Basses, cellos, and other large instruments will be counted in limit if transported on board.
- c. The Corporation shall not knowingly subject the Musicians to any hazardous travel conditions. Travel by chartered carrier shall not begin or continue under circumstances where the same type of public transportation has ceased for reasons of safety.
- d. During any break within or between Services when the Orchestra is away from its home concert hall, the Corporation shall provide adequate, secure facilities on the premises where the Musicians may leave their instruments. Should the Corporation be unable to provide secure facilities at the Service site away from the home concert hall, an alternate satisfactory secure facility shall be provided.
- e. The Corporation shall pay reasonable medical and/or hospital expenses not covered by the Musicians' medical insurance or State Worker's Compensation for accidents or illness occurring on Tours and Run-outs. The Corporation will bear the cost of returning the Musician home if he/she is unable to continue.

## B. TOURS

### 1. LIMITATIONS

- a. Notice of a Tour shall be given at least ten (10) weeks in advance.
- b. Specific Tour schedules shall be given to the Musicians at least one (1) month in advance of the Tour.
- c. Attendance for tour services: All tour services shall be exempt from any attendance requirement contained herein. Wages, hours, and conditions for any Tours in excess of 48 hours from time of departure to time of return shall be first negotiated with the DMA.

### 2. TIME LIMITATIONS

- a. Travel time will be computed from actual departure time to actual arrival time, excluding meal stops. Travel time past midnight will be included in the day in which the travel begins.
- b. The total amount of time allowed for travel on any day shall be computed as follows: The sum of travel time (portal to portal) added to actual concert and/or rehearsal time shall not exceed eight (8) hours. This shall be referred to as Total time. For example, on a day with a two (2) hour concert, travel time may not exceed 6 hours.

- c. Total time (which excludes meal and rest stops) shall never exceed ten (10) hours in a single day when no Service is required unless overnight accommodations are provided.
- d. There will be a twelve (12) hour interval between arrival at hotel (or home town) after an evening concert and the succeeding Service unless mutually agreed by the Boulder Phil and Orchestra Committee otherwise.
- e. On tour, travel between the hotel/motel and the concert hall shall be included in calculating travel time only to the extent that it exceeds one (1) hour collectively.
- f. If the aforementioned time limitations are exceeded, then each Musician will be paid \$5.00 per half hour or fraction thereof for excess travel time. Notwithstanding, the aforementioned payment shall not be made when the excess total time is due to reasons of force majeure.
- g. There will be no less than a twelve (12) hour interval between the end of an evening service in Boulder and any scheduled departure, unless mutually agreed by the Boulder Phil and Orchestra Committee otherwise.
- h. The Corporation shall make every effort to provide at least one (1) hour of rest between the time of the Orchestra's arrival at the hotel and the time of its departure for an afternoon or morning Service, and a two (2) hour rest period from the time of the Orchestra's arrival at the hotel and the time of its departure for an evening Service.
- i. The Corporation shall arrange travel schedules to permit arrival at the place of Service not less than thirty (30) minutes in advance of the commencement of the Service, and shall provide for adequate warm-up facilities.
- j. The Orchestra Committee shall be consulted regarding the anticipated travel time to and from each concert destination. Travel time calculations shall be according to estimates by Google maps, or other similar accepted standard for determining travel time.

### 3. TRAVEL AND TOUR SURCHARGES

- a. For any Tour Service for which conveyance is not provided, reimbursement shall be provided to each Musician at current DMA standard mileage rates.
- b. For all Tours for which conveyance is provided, Musicians shall be paid at the rate of \$2.50 per half hour or portion thereof, from announced departure time to actual arrival time at destination, and from announced departure time from destination to actual arrival time in Boulder. Musicians not on site at departure time shall be responsible for their own transportation.

### 4. MEALS AND ACCOMODATIONS

- a. Meal Allowances: The Corporation shall pay meal allowances in accordance with the current U.S. General Services Administration (GSA) rates in effect for the specific city/area. Said rates shall be broken down as follows:

**Breakfast:** 20% of the total applicable daily per diem rate  
**Lunch:** 30% of the total applicable daily per diem rate  
**Dinner:** 50% of the total applicable daily per diem rate

- b. Meal stops shall be a minimum of one (1) hour, excluded from travel time.

- c. When traveling, meal stops shall occur within the following time periods:

**Breakfast:** 8:00 AM - 9:00 AM  
**Lunch:** 11:00 AM - 1:00 PM  
**Dinner:** 5:00 PM - 7:00 PM

Meal stops may occur at other times upon mutual agreement of the parties.

- d. Prior to each Tour, the Orchestra Committee shall meet with the Corporation for the purpose of reviewing all arrangements and accommodations for each such Tour. The Corporation shall provide the Orchestra Committee with an itinerary of each Tour not less than six (6) weeks prior to the commencement of such Tour (earlier, if available). The itinerary shall include, if known and available, the name, address, and telephone number of each hotel and motel at which the Orchestra will stay, the time and place of departure and estimated arrival, and the location and time of each Service to be performed.
- e. When an overnight stay is required, the Corporation shall provide adequate paid-for accommodations (AAA standard or equivalent whenever possible). The Corporation shall arrange for single or double rooms in accordance with the wishes of individual Musicians. The cost of rooms, whether single or double, shall be paid to the hotel by the Corporation Musicians desiring single rooms or specific roommates shall notify the Personnel Manager. Musicians desiring single rooms shall be responsible for the difference in cost between a single room and his/her portion of the cost of a double room, according to the rate the hotel has given the Corporation.
- f. Day rooms will be provided when there is an interval of four (4) or more consecutive hours in one location without a Service to play. Exceptions may occur as agreed by the Orchestra Committee.

## 5. GENERAL CONDITIONS FOR TOURS

- a. All other transportation [other than for short Tours] shall be "first call" (including planes and buses chartered from and operated by regularly scheduled common carriers or CAB-approved charter operators) and equipped with adequate heating, air conditioning, toilet facilities, and separate reclining seats.
- b. Buses shall not be loaded so full as to create an uncomfortable travel environment for musicians. Basses, cellos, and other large instruments will be counted in limit if transported on board.
- c. The Corporation shall not knowingly subject the Musicians to any hazardous travel conditions. Travel by chartered carrier shall not begin or continue under circumstances where the same type of public transportation has ceased for reasons of safety.
- d. During any break within or between Services when the Orchestra is away from its home concert hall, the Corporation shall provide adequate, secure facilities on the premises where the Musicians may leave their instruments.
- e. The Corporation shall pay reasonable medical and/or hospital expenses not covered by the Musicians' medical insurance or State Worker's Compensation for accidents or illness occurring on Tours and Run-outs. The Corporation will bear the cost of returning the Musician home if he/she is unable to continue.

## **ARTICLE XIII - VACANCIES, ABSENCES, SUBSTITUTES AND EXTRAS**

### **A. VACANCIES AND ABSENCES**

1. **VACANCIES:** A Vacancy shall be filled by audition or appointment as provided herein as soon as practical.
  - a. In no case shall a vacancy go unfilled by audition or appointment as provided herein longer than one (1) full Concert Season unless approved by the Orchestra Committee and in consultation with the DMA.
  - b. Until an audition is held, the Vacancy shall be temporarily filled from the Substitutes and Extras list (see Article XIII, E-8).
2. **ABSENCES**
  - a. A short-term Absence (which shall include any Absence up to a full Concert Season) shall be filled from the Substitutes and Extras list, except as otherwise provided herein.
  - b. A long-term Absence (which shall include any Absence for more than a full Concert Season including but not limited to a medical leave or a leave of absence) shall be filled by audition.
    1. Until the audition is held, a long-term Absence may be temporarily filled from the Substitutes and Extras list.

### **B. SUBSTITUTE AND EXTRA MUSICIANS**

1. The Personnel Manager shall maintain a current list of Substitutes and Extras for each Section. The list shall start with current section members and specify those persons who are qualified as Substitutes for all positions, including titled positions. A copy of the Substitutes and Extras list shall be provided to the Orchestra Committee and the Principals upon request.
2. Additions to the Substitutes and Extras list may be made as follows:
  - a. By audition - Musicians may be added to the Substitutes and Extras list if they are determined to be qualified by the Audition Committee following an audition.
  - b. By appointment - If the Music Director, in good faith, believes that a person is qualified, the Music Director may, with the concurrence of the principal of the section involved, place the person on the Substitutes and Extras list without an audition. In the event of disagreement between the Music Director and the principal of the section involved, a final decision shall be rendered by the Audition Committee.
3. The ranking of Substitutes and Extras shall be by the agreement of the Music Director and the Principal of the Section, except as to Principal Substitutes, who shall be ranked solely by the Music Director. The list may be re-ranked any time a Musician is added to the list.
4. Ranking on the Substitute and Extra list, as well as specific performance requirements of the repertoire to be performed, shall be considered when engaging Substitutes and Extras.
5. In the event of the Absence of the Principal Second Violinist, Principal Violist, Principal Cellist or Principal Bass for any or all of a single Concert Set, the Assistant Principal of the Section shall have the first right of refusal to replace the Principal for such Concert Set. If the Absence extends to two or

more consecutive Concert Sets, the Music Director may fill the Absence pursuant to Paragraph 9, below.

6. In the event that the concertmaster declines to play a main series program that, in the judgment of the music director, makes unusual demands of the person in that role (including, but not limited to, extensive solo passages), management may employ a guest concertmaster for such a program. This option may be exercised no more than once per season.
7. In the event of the Absence of the Principal Horn, for any or all of a Concert Set or sets, the Associate Principal Horn shall have the first right of refusal to replace the Principal Horn for such Absence(s).
8. Except as provided in 5, 6, 7, & 8 above, Principal Substitutes shall be chosen by the Music Director from the Substitutes and Extras list.
9. In the event that the Substitutes and Extras list is exhausted, the Music Director and the Principal of the Section may fill the Vacancy or Absence, with notice to the Orchestra Committee, until such time as the established Substitutes and Extras list can be followed. Consideration shall be given to utilizing members of the DMA.
10. To the extent possible, Musicians to be hired as Substitutes or Extras shall be given at least one week's advance notice prior to the first rehearsal. Substitutes or Extras shall receive an e-mail from the Personnel Manager specifying the times, dates, and places of Services and the required dress.

## **ARTICLE XIV – AUDITIONS**

### **A. GENERAL AUDITION PROCEDURES**

1. **AUDITION FREQUENCY:** Auditions for all Vacancies and additions to the Substitutes and Extras list shall be held annually or more often as needed. Special auditions for Vacancies may be held at any time at the discretion of the Music Director, upon proper notice.
2. **NOTIFICATION AND PROCEDURES:** The Corporation shall make arrangements for auditions and shall oversee audition procedures. The Corporation shall be responsible for openly advertising auditions, and shall supply necessary information and repertoire sheets to applicants, written notice of audition times and places, etc. Photocopies of parts shall be provided for unusual or hard to find excerpts.
  - a. The Corporation shall give notice of existing vacancies to the Orchestra Committee, and the DMA, including a tentative date when the position(s) will be submitted for advertisement.
  - b. Audition repertoire with sections and passages to be played shall be sent to applicants within four (4) business days of receipt of his/her application.
3. **EXCEPTIONS TO AUDITION REQUIREMENT ("APPOINTMENT PROCEDURE"):** A musician may be appointed to a Vacancy without an audition.
  - a. The Corporation shall first consult with the Orchestra Committee, followed by discussion between the Music Director and a properly constituted Audition Committee.
  - b. See Section D.4 below for procedure.

## B. AUDITION COMMITTEE

1. COMPOSITION: An Audition Committee shall be established prior to any audition and shall consist of the Music Director or his/her designee and a total of 5 Musicians.
2. It shall be the responsibility of the Personnel Manager to:
  - a. In consultation with the Music Director and the Orchestra Committee, determine the appropriate Audition Committee for each audition.
  - b. To contact the Musicians to confirm their willingness and availability to serve at the audition.
  - c. Provide the names of the confirmed members of the Audition Committee to the Orchestra Committee no later than 5 days before the audition.
  - d. Consult with the Orchestra Committee to determine the appropriate audition committee for each appointment procedure.
3. The following persons shall not be eligible to serve on the Audition Committee:
  - a. The Musician vacating a position in the orchestra;
  - b. Musicians, including the Music Director, who are related to any candidate by blood or marriage or significant others; provided, however, that if the Music Director is disqualified under this Section, he or she may appoint an otherwise qualified designee;
  - c. A Musician who has received a notice of demotion or non-renewal; and
  - d. The Personnel Manager.
4. The Personnel Manager or designee shall not comment on any candidate during the course of the audition unless requested to do so by a majority of the Audition Committee.
5. Any candidate who willfully attempts to identify himself/herself to the Audition Committee or any member thereof before or during the auditions shall be disqualified.
6. Any Audition Committee member who willfully attempts to identify candidates to the Audition Committee or any member thereof before or during the auditions shall be removed from the Audition Committee.
7. Members of the Audition Committee, will be paid \$10 per hour or fraction thereof, with a minimum payment of \$30.

## C. AUDITION PROCEDURE

1. REPERTOIRE: A repertoire list for each instrument shall be established by the Music Director and the Principal before each audition. Audition material will be consistent throughout the audition process. Copies of repertoire to be performed will be available to members of the Audition Committee in advance of the auditions. Candidates may use their own parts, but marked parts will be provided indicating passages to be played.
2. MULTIPLE AUDITIONS: Preliminary and final auditions may be held if a position is not filled following an initial round of auditions. If a final audition is held, selected candidates from the preliminary audition may be asked to return for the final audition at the request of the Audition

Committee.

3. CONDUCT OF AUDITIONS:

- a. A representative of the Union (proctor) shall be present at all auditions.
- b. A comfortable environment shall be provided for candidates to warm up. To the extent possible, a warm-up room shall be available to each candidate at least twenty (20) minutes prior to his/her scheduled audition time.
- c. No individual shall be required to play ahead of his/her scheduled time unless he/she consents.
- d. The proctor will be present with the candidate during the auditions to relay questions from the candidate to the Audition Committee.
- e. All preliminary round auditions shall be held behind a screen.
- f. Screens may be removed at subsequent audition rounds at the request of the Audition Committee and approval by the Proctor.
  1. Notwithstanding, the screen shall not be removed during any round when a current contracted member of the Corporation is a candidate.

4. FINAL DECISIONS: The Audition Committee shall attempt to reach a consensus through discussion and/or preliminary votes. If no consensus is reached, the outcome shall be decided by majority vote, with each member of the Audition Committee receiving one (1) vote except for the Music Director, who shall have two (2) votes. No applicant shall be selected over the objection of the Music Director. Outcomes before the Audition Committee may include, but are not limited to:

- a. the selection of a candidate best qualified to fill the Vacancy; or
- b. further auditions to be held to fill the Vacancy.

5. If a Musician is selected to fill the Vacancy, the successful candidate shall be subject to a probationary period as set forth in Article XV.A.

D. CODE OF ETHICAL AUDITION PRACTICES: The Corporation acknowledges its intent to use its best efforts to adhere to the "Code of Ethical Audition Practices," attached hereto as Appendix 3.

## **ARTICLE XV - ELECTRONIC MEDIA**

- A. 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 Corporation, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office.
  1. The Corporation may create, or cause to be created, audio recordings of pre-designated rehearsals and/or performances of the Boulder Philharmonic Orchestra covered under this Agreement for the express purpose of local radio broadcast, and local public access television. For the purposes of this Agreement, "local" shall be defined as broadcasts emanating from within the jurisdictional boundaries of Local 20-623, AFM.

2. The Personnel Manager shall inform all Musicians contracted for a concert set when a recording is to be made. This notification may be by email or announcement, and shall also be posted on the Musicians' bulletin board backstage.
    - a. Such notification shall be made no less than twenty-four (24) hours in advance of any recorded service.
  3. Broadcasts of subscription concerts may occur over radio stations within the jurisdiction boundaries of Local 20-623, AFM, at no additional compensation to Musicians.
  4. The Corporation acknowledges and accepts responsibility for the creation, use and storage of broadcast digital media. The Corporation shall use its best efforts to ensure that, after broadcast, such digital media shall be returned to and remain in the custody of Corporation. The Boulder Phil shall not duplicate, nor permit duplication of, such digital media, except for the sole purpose of retaining a copy of such broadcast digital media for the Corporation's own use.
  5. Broadcast digital media shall not ever be used as evidence in any disciplinary demotion, reseating, or dismissal proceeding.
  6. The Corporation may authorize radio and television promotional recording of the Orchestra without additional payment to the musicians for local news or news magazine segments with a maximum of three (3) minutes broadcast time provided that such broadcast specifically and exclusively promotes the activities of the Orchestra. A maximum of three (3) minutes may also be used for promotional purposes on the Corporation's website or an accepted third party platform such as YouTube or Facebook, without additional compensation to the musicians. No member of the media will be permitted to audio or video record in excess of fifteen (15) minutes per Service. During such news or publicity recording of performances, the use of flash photography and television lights will not be permitted.
  7. All other local broadcasts emanating from within the jurisdictional boundaries of the DMA, AFM, shall compensate Musicians according to rates established by the DMA.
  8. All other broadcasts shall be done in accordance with the terms of the applicable AFM Agreement.
  9. Each season amateur videotaping (single hand-held cameras with self-contained microphones) of children performing with the orchestra for Ballet performances shall be permitted at one (1) designated rehearsal. Only those segments of the rehearsal in which the children perform may be taped. The cameras must be focused solely on the children performing. Permission shall be granted provided that all other unions/guilds whose members are involved in the production (e.g., AGMA, IATSE, etc.) give written clearance for such use.
- B. ARCHIVAL RECORDING: The Corporation may designate a qualified person to make archival recordings of previously designated orchestra rehearsals or performances.
1. In the event that archival recordings are made, said recordings shall remain at all times in the joint custody of the Corporation and the DMA.
  2. The Corporation shall not duplicate, nor permit duplication of any archival recordings, nor shall it allow any use of an archival recording for purposes other than review by the Conductor/Music Director and Musicians.
  3. Archival study recordings shall be available at all times during normal business hours in the Corporation's office for the Conductor/Music Director and Musicians, and other authorized personnel as mutually agreed upon by the Corporation, Orchestra Committee, and the DMA, to review and

study.

4. Archival recordings media shall not ever be used as evidence in any disciplinary demotion, reseating, or dismissal proceeding.

C. ARCHIVAL RECORDINGS FOR GRANT WRITING:

1. The Corporation may make up to five recordings for the exclusive purpose of fund raising without additional compensation to the musicians.
  2. The Corporation may request recordings to be made as necessary with the approval of the Orchestra Committee, which approval may not be unreasonably withheld.
  3. Such recordings shall be created from previously existing archival recordings made during that Concert Season.
  4. Recorded segments shall be restricted to the length of pieces and number of pieces requested by the granting agency.
  5. Such recordings may not contain a complete work, composition, or movement unless such complete work, composition, or movement is less than five minutes in length.
  6. Upon request, the DMA shall be provided a copy of the recordings. The DMA reserves the right to request verification of the specific requirements of any grant entity and the Corporation shall comply with this request.
  7. Grant recordings shall not ever be used as evidence in any disciplinary, demotion, reseating, or dismissal proceeding.
- D. 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 Boulder Phil shall obligate itself to enter into and fulfill all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

## ARTICLE XVI – TENURE

- A. Each Contract Musician shall serve a probationary period. A decision about tenure may be made after the Musician has played 5 subscription sets conducted by the Music Director. The tenure decision shall in no instance exceed a total of 10 subscription sets conducted by the Music Director.
- B. In the case of a Musician holding a one-year position who is converted to permanent, tenure-track status, time spent in that temporary position will be applied to the probationary requirements of the permanent position.
- C. The Corporation may, in its sole discretion, extend the probationary period for one (1) additional Concert Season, upon notice to the Musician and the Orchestra Committee. Any probationary musician who is not given timely and proper notice as specified herein shall then be deemed a tenured member of the orchestra. Notice in writing will reflect the agreed upon language of both the Corporation and the DMA (see Appendix 1-C).
- D. In the event of an in-Concert Season new hire or newly-obtained position, the Corporation and the Orchestra Committee shall agree upon a date by which the advisement of a tenure decision shall be made

(such decision to be effective at the end of that Concert Season), but in no event shall such advisement be made more than 12 months after such hire or newly-obtained position, unless the probationary period is extended as provided above.

- E. A Musician whose probation has been extended or who has been denied tenure shall have no recourse to the procedures set out in Articles XVII and XVIII herein, except in the event of a claim of discrimination, wherein the procedures set forth in Article XVIII shall apply.
- F. The probationary period for a tenured Musician who is selected to fill another Vacancy through the audition process shall be for one (1) calendar year. During such calendar year, the previous position held by the Musician shall remain vacant, to be filled only by Substitute Musicians. If tenure is denied to the Musician for the new position, the Musician may, at his/her discretion, resume his/her previous position, retaining tenure status in that position. If tenure is granted to the Musician in the new position, auditions for his/her previous position may proceed, in accordance with audition procedures set forth in Article XIII.

## **ARTICLE XVII - DISCIPLINE AND DISMISSAL FOR JUST CAUSE (NON-MUSICAL)**

- A. Musicians may be disciplined only for Just Cause when the Corporation has met the following requirements:
  - 1. The Musician has access to the Corporation's policy.
  - 2. The Corporation's policy was reasonable.
  - 3. The Corporation investigated to determine that the musician violated the policy.
  - 4. The investigation was fair and objective.
  - 5. Substantial evidence existed of the musician's violation of the policy.
  - 6. The Corporation's policy was consistently applied.
  - 7. The discipline was reasonable and proportional.
- B. The parties agree that, insofar as possible, Musicians shall receive reasonable notice of concerns and a fair opportunity to correct those concerns.
- C. **PROGRESSIVE DISCIPLINE POLICY:** Whenever a concern arises with the conduct of a Musician, the Corporation shall:
  - 1. Communicate with the Musician concerning the concern. The musician may be accompanied by any person s/he chooses at any such meeting.
  - 2. If the concern is not corrected, the Musician may receive a written warning. Such warning shall also be sent to the DMA.
  - 3. If the concern is still not corrected, the Musician may be subject to further discipline or discharge.
  - 4. The Musician, if he or she so requests, shall have the opportunity for a reasonable number of additional meetings with the Corporation regarding the concern (see also Article XVIII, C).
- D. In the event of gross misconduct, the Musician may be discharged immediately without regard to the Progressive Discipline Policy.

## ARTICLE XVIII - GRIEVANCE PROCEDURE

- A. **GRIEVANCE DEFINED:** A grievance is defined as any dispute or controversy arising during the term of this Agreement between or among the Corporation and the DMA, the Orchestra Committee, or a Musician. This grievance and arbitration procedure shall be the sole and exclusive means for the determination of all disputes, controversies, claims, or grievances whatsoever, including a claim based upon a breach of this Agreement or an individual Musician's contract; provided, however, this grievance and arbitration procedure shall not apply to a decision to deny tenure to a Musician under Article XV (except as provided in Article XV.E) or to issue a warning letter or letter of demotion or non-renewal to a Musician under Article XVIII.
- B. Should any grievance arise, there shall be no suspension of work, but an earnest effort shall be made to resolve such dispute at the earliest possible time.
- C. **PROCEDURE:** In the event of a grievance, the procedure shall be as follows:
1. Both parties to this Agreement recognize that many grievances involve misunderstandings, and therefore, every attempt should be made to resolve grievances on an informal basis.
  2. At every step in the grievance procedure, the parties shall use their best efforts to settle all grievances at the earliest possible stage.
  3. It is understood and agreed that if the parties to this Agreement fail to abide by the time limits specified in this Section, the grievance shall be deemed withdrawn or granted, as the case may be. The time limits specified herein may be waived only by mutual consent of the Corporation and the DMA. In order to be timely, a grievance must be presented within fourteen (14) calendar days following the event or occurrence giving rise to the grievance or within fourteen (14) calendar days of the time the aggrieved party reasonably should have known of the event or occurrence.
  4. The grievance shall be in writing and signed by the aggrieved Musician and the DMA or the Orchestra Committee, on the Union's behalf. The grievance shall be submitted to the Personnel Manager of the Corporation. The grievance shall provide enough information to allow the Corporation to determine the issue involved (including the applicable provisions of this Agreement, if any), the identity of the parties involved, and the relief sought.
    - a. **STEP ONE:** Within seven (7) calendar days following the filing of a grievance, the aggrieved Musician and a representative of the DMA shall meet with the Personnel Manager or other representative of management as designated by the Executive Director of the Corporation to discuss and attempt to resolve the grievance. Any settlement reached at the Step One meeting shall be final and binding upon the parties to the dispute.
    - b. **STEP TWO:** If the grievance is not resolved at Step One above, the DMA may elect to refer the grievance to Step Two by giving written notice to the Executive Director of the Corporation within seven (7) calendar days after the Step One meeting. Upon receipt of such notice, a Step Two meeting shall be held within seven (7) calendar days consisting of the following persons: a representative of the DMA, the Chairperson of the Orchestra Committee, the Executive Director of the Corporation, and the President of the Board of the Corporation (or any of their designees). The aggrieved Musician shall have the right to attend the Step Two meeting. Any settlement reached at the Step Two meeting shall be final and binding upon the parties to the dispute.
    - c. **STEP THREE (ARBITRATION):** If the grievance is not resolved at Step Two above, the DMA may refer the grievance to arbitration by giving written notice to the Executive Director of the Corporation within seven (7) calendar days after the Step Two meeting. The following procedures

shall be applicable to any such arbitration:

- i. Within fourteen (14) days after the written notice of referral to arbitration, the DMA and the Corporation shall attempt to select a mutually-acceptable arbitrator to hear the grievance.
- ii. If the parties fail to agree upon an arbitrator, the DMA shall request that the American Arbitration Association submit a list of arbitrators from which the DMA and the Corporation shall select an arbitrator in accordance with the AAA's procedures.
- iii. The arbitrator shall hear the dispute in accordance with the AAA's rules and regulations for the arbitration of labor disputes.
- iv. The decision and award of the arbitrator shall be final, binding, and conclusive upon all parties to the dispute, and may be enforced in any court of competent jurisdiction.
- v. The expenses of the arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the DMA and the Corporation.
- vi. The arbitrator shall not have the authority or power to add to, subtract from, change, or otherwise modify any provision of the Agreement or to award punitive damages.

## **ARTICLE XIX - DEMOTION OR NON-RENEWAL FOR MUSICAL REASONS**

- A. A tenured Musician may be demoted or non-renewed because of an ongoing and serious inability to maintain his/her performance at the artistic performance level of the Orchestra. Within the context of titled and non-titled positions, the artistic performance level expected of Musicians in the Orchestra shall be equitable and consistent.
- B. No Music Director in his or her first Concert Season of employment as Music Director shall have the right to demote or non-renew a tenured Musician under this Article.
- C. WARNING LETTER
  1. The Corporation may send any tenured Musician who is alleged to have failed to maintain his/her performance at the artistic level of the Orchestra a warning letter, but not before the Musician has played in a minimum of two (2) Concert Sets under the direction of the Music Director. If necessary, concerts in the subsequent season may be utilized in fulfillment of the forgoing minimum of 2 concert sets prior to the next step in this process.
    - a. The letter shall state that its purpose is to give warning under this Article, and shall state the specific reason(s) for such warning. The letter shall also state the specific requirements which, if fulfilled, will result in withdrawal of the warning letter. All written notices, either those of artistic concern or artistic deficiencies, shall contain clear and specific reasons, such as but not limited to:
      - i. persistent intonation problems;
      - ii. persistent rhythmic problems;
      - iii. persistent and obvious inaccuracies; and
      - iv. persistent lack of preparation prior to the first rehearsal.
    - b. The Corporation shall send copies of this letter to the Orchestra Committee and the DMA.

- c. The Musician shall, upon request, receive a private conference with the Music Director to discuss the warning letter. The Musician may have any person present at such conference. The Corporation may also have an observer present at the conference. This conference shall take place in a timely manner, usually within fourteen (14) days of receipt of the warning letter.
- d. If the Musician complies with the requirements of the warning letter to the satisfaction of the Music Director, the warning letter shall be withdrawn. The Corporation shall send a letter to the Musician confirming the withdrawal of the warning letter, with copies to the Orchestra Committee and the DMA.

#### D. DEMOTION OR NON-RENEWAL

1. If the Musician does not fulfill the requirements set forth in the warning letter, the Corporation may send the Musician a letter of demotion or non-renewal, but not until the Musician has played a minimum of two (2) concert sets following receipt of the warning letter under the direction of the Music Director.
  - a. The letter shall state that its purpose is to give notice of demotion or non-renewal under this Article, and state the specific reason(s) for demotion or non-renewal.
  - b. The Corporation shall send copies of this letter to the Orchestra Committee and the DMA.
  - c. The Musician's employment shall continue through the end of the contract year. In the event the process set forth in Article XVIII, C-D continues into the ensuing season, the Corporation will have no obligation to continue employment beyond the completion of the Non-Renewal procedure, or beyond the resolution of an appeal, when the appeal decision upholds the Non-Renewal.

#### E. APPEALS PROCEDURE

1. Any tenured Musician receiving a letter of demotion or non-renewal shall have the right to appeal such notice to the Peer Review Committee by sending a written notice of appeal to Corporation, with copies to the Orchestra Committee and the DMA, within fourteen (14) days of receipt of such notice.
2. Selection of the Peer Review Committee shall follow the procedures set forth in Article IV.D. Once the members of the Peer Review Committee are designated, they shall select a Chairperson and a Secretary. Alternates shall be copied on all communications leading up to the hearing(s), but their presence at the hearing(s) is optional provided they remain "on call" to fill a vacancy as required.
3. The Peer Review Committee shall conduct one or more hearings, as necessary. The hearing(s) shall be held in a timely manner, usually within fourteen (14) days of receipt of the written notice of appeal.
4. At the hearing(s), unless it determines otherwise, the Peer Review Committee shall first hear from the Music Director regarding the reason(s) for demotion or non-renewal. The Peer Review Committee shall then hear from the appealing Musician regarding the reason(s) she/he believes that the demotion or non-renewal is not justified. The Peer Review Committee may also hear testimony from witnesses, consider exhibits, or accept sworn affidavits, as it deems appropriate. The Music Director, Musician and any witnesses shall each testify in private before the Peer Review Committee.
5. The Peer Review Committee, after due consideration, shall vote by secret ballot on the question of whether the decision to demote or non-renew the Musician shall be upheld. Each member of the Peer Review Committee shall have one (1) vote. The decision of the Music Director shall be upheld unless at least five (5) of the seven (7) Peer Review Committee members vote to reverse the decision to

demote or non-renew the Musician.

6. The Chairperson and the Secretary of the Peer Review Committee shall count the votes and report the result. Only the result, not the number of votes cast to uphold or reverse the decision to demote or non-renew, shall be revealed by the two members counting the votes. All other matters of the review process shall remain confidential.
- F. No person, including but not limited to the Corporation, the DMA, the Orchestra Committee, or any Musician, shall harass, intimidate, or retaliate against any other person, including but not limited to any Peer Review Committee member, Musician, or witness, due to his or her participation in or use of the Peer Review procedure under this Agreement.
- G. No warning or notification under this Section shall be valid unless timely given in writing and either delivered in person to the Musician or mailed to the Musician by certified mail, return receipt requested, with copies to the Orchestra Committee and the DMA.
- H. A Musician may terminate employment before the end of the Concert Season by giving the Boulder Phil at least thirty (30) days' notice of such intent, unless a shorter time period is agreed to between the Musician and the Corporation.

## **ARTICLE XX - NO STRIKE NO LOCKOUT**

- A. The Musicians shall not engage in any strike, sympathy strike, or other work stoppage during the term of this Agreement. Neither the DMA nor the Orchestra Committee shall cause or encourage any such work stoppage, and if any such work stoppage shall occur, the DMA and the Orchestra Committee shall use their best efforts to end such work stoppage immediately. However, notwithstanding the foregoing, a Musician may individually elect to honor a lawful picket line established by the AFM or one of its locals. Such Musician shall not be paid for any Services so missed, but shall not be otherwise penalized.
- B. The Corporation shall not engage in a lockout of the Musicians.

## **ARTICLE XXI - EFFECT OF AGREEMENT AND AMENDMENT**

- A. This Master Agreement shall dispose of all demands of either party; nothing in this agreement, however, is intended to preclude the presentation or processing of grievances hereunder, or to bar further negotiation upon the consent of both parties hereto with respect to specific matters not herein addressed.
- B. The provisions of this Agreement may be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties.

## **ARTICLE XXII - SEPARABILITY AND ESCAPE**

- A. **SEPARATE PROVISIONS:** Each provision of this Master Agreement is separate from every other provision, and any illegality or invalidity of any section, paragraph, sentence or clause shall not affect any other portion of the contract, which, except for such invalid part, shall continue in full force and effect.
- B. **FORCE MAJEURE:** In the event it becomes impossible to hold or continue one or more Services by reason of an act of nature such as inclement weather, fire, flood, or pestilence; acts of war, rebellion, insurrection, public enemies, or nuclear accident; acts of government officials; or other circumstances beyond the control of the Corporation (but not including financial exigencies), the Corporation shall have

the right to cancel Services for the duration of the force majeure situation and shall not incur financial obligation to any Musician beyond that for Services already performed, and any payments otherwise due.

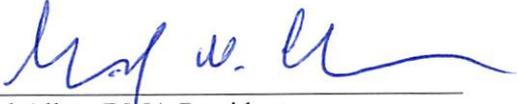
### **ARTICLE XXIII – MISCELLANEOUS**

- A. **NON-DISCRIMINATION:** In recruiting and hiring, as with all other conditions of employment and volunteer participation, the Corporation will give equal employment opportunity to all individuals regardless of race, color, creed, religion, gender, sexual orientation, transgender status, gender identity, gender expression, marital status, age, citizenship, ancestry, national origin, handicap, disability, political service, political affiliation, or status as a Vietnam-era or special disabled veteran. In addition, the Corporation will comply with any affirmative action requirements that apply and with all EEO requirements that apply under state and local law.
  
- B. In this Agreement, any reference to one gender shall include the other gender.

## SIGNATURES

The Boulder Philharmonic Orchestra and the Denver Musicians Association, Local 20-623, American Federation of Musicians, agree to the terms and conditions of this Agreement.

### DENVER MUSICIANS' ASSOCIATION LOCAL 20-623, AFM



Michael Allen, DMA President

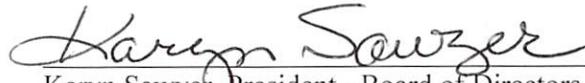


Valerie Johnson, DMA Secretary

### BOULDER PHILHARMONIC ORCHESTRA



Katherine Lehman, Executive Director



Karyn Sawyer, President - Board of Directors

### MUSICIANS' NEGOTIATING COMMITTEE

David Crowe (chair)  
Ken Aikin  
Regan Kane  
Michelle Orman  
Max Soto  
Michael Allen, DMA Representative

**Appendix 1 - INDIVIDUAL CONTRACTS/LETTER OF INTENT FORMS**

**A. INDIVIDUAL CONTRACT: [#####/##] CONCERT SEASON**

Issued [date]

THIS AGREEMENT is made between the Boulder Philharmonic Orchestra, a Colorado non-profit organization ("Corporation") and

[Musician's name] ("MUSICIAN")

[Address]

[Address]

The Boulder Philharmonic Orchestra hereby engages the Services of MUSICIAN who agrees to furnish artistic Services as an orchestral Musician to the Corporation and all its performing ensembles according to the following terms and conditions:

1. MUSICIAN shall play [instrument and seating].
2. The Concert Season shall begin on September 1 and end on May 15. MUSICIAN is employed only for the services set forth in the attached schedule and as required by the programmed music.
3. The first payday of the Concert Season shall be [date].
4. MUSICIAN's salary shall be as follows: Per-Service: [\$###.##]
5. All terms and conditions of the Master Agreement between the Corporation and Local 20-623, American Federation of Musicians, shall apply.
6. One (1) copy of this contract must be signed by the MUSICIAN and be received at the Corporation office no later than [date] or it shall be deemed null and void.

AGREED:  
MUSICIAN

AGREED FOR BOULDER  
PHILHARMONIC ORCHESTRA:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**B. SAMPLE LETTER: INTENT TO HIRE**

To be sent in lieu of Individual Contracts during extended negotiations.

Dear Musician:

The current Master Agreement between the Boulder Philharmonic Orchestra, Inc. ("Corporation") and the Denver Musicians Local 20-623, AFM, expires \_\_\_\_\_. Although negotiations for a new Master Agreement are in progress, the Corporation is unable to issue complete Individual Contracts until after the new Master Agreement is ratified.

However, to comply as closely as possible with the March 15 contract deadline provided in the current Agreement (Article VII.D.3), the Corporation offers you this letter of intent to continue your employment with the Boulder Philharmonic Orchestra during the \_\_\_\_\_ Concert Season for the same instrument(s) for which you are currently under contract. Specific provisions for dates of employment, number of Services, individual per-Service rate and/or salary, etc. will be consistent with the provisions of the forthcoming Agreement and will be issued to you in the form of an Individual Contract as soon as the new Agreement is ratified.

To indicate that you have read this letter of intent to continue your employment with the Boulder Philharmonic Orchestra and that you agree to accept employment with the Orchestra upon issuance of a complete Individual Contract, please sign and return one (1) copy of this letter to the Personnel Manager at the address stated above by \_\_\_\_\_.

AGREED:  
MUSICIAN

AGREED FOR BOULDER  
PHILHARMONIC ORCHESTRA:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**C. SAMPLE LETTER: Tenure award, Probation Extension, Termination of Employment (non-tenured)**

DATE

Dear [probationary musician],

As provided for in Article XV in the Master Agreement, the Association is hereby giving you notice relative to a decision on your tenure.

It is the decision of the Association to [grant you tenure effective on \_\_\_\_/extend your probationary period as provided for in Article XV of the Master Agreement to \_\_\_\_/deny you tenure status. This letter will serve as your notice of termination of employment at the end of the current \_\_\_\_ season.]

[Congratulations of your tenure status, and continued best wishes]

[Please contact \_\_\_\_\_ with any questions about your extension of probation]

[We wish you good luck and success in all your future endeavors.]

Sincerely,

## **Appendix 2 – DRUG FREE WORKPLACE ACT**

International Conference of Symphony and Opera Musicians (ICSOM) Affiliated with the American Federation of Musicians-AFL-CIO Policy Statement concerning Provision of a Drug-Free workplace.

In compliance with the requirements of P.L. 100-690, the Drug-Free Workplace Act of 1988, the Boulder Philharmonic Orchestra has established the following policy concerning provision of a drug-free workplace:

1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) is prohibited in the Boulder Philharmonic Orchestra workplace.
2. As a condition of employment each employee will:
  - a. Abide by the terms of this statement; and,
  - b. Notify the Boulder Philharmonic Orchestra of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
3. The Boulder Philharmonic Orchestra will notify its federal granting and contracting agencies within ten (10) days after receiving notice of a conviction under paragraph 2(b) above from an employee or otherwise receiving actual notice of such conviction; and,
4. Within thirty (30) days of receiving such notice the Boulder Philharmonic Orchestra may take either of the following actions:
  - a. Take appropriate personnel action against such employee up to and including termination.
  - b. Require such employee to participate in and to complete satisfactorily a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
5. Any personnel action taken pursuant to subparagraphs (a) or (b) above will be implemented only in accordance with the relevant provisions of the collective bargaining agreement.
6. Each employee shall be given a copy of this policy statement together with a copy of Sections 5151-5160 of the Act and, as available, published materials on the dangers of drug abuse. Employees shall be asked to acknowledge that they have received these materials. Employees are encouraged to discuss with their supervisors any related questions or concerns they may have. On request, the Boulder Philharmonic Orchestra will endeavor to assist employees in availing themselves of publicly-available drug counseling, rehabilitation, or other assistance programs.

### **Appendix 3 - CODE OF ETHICAL AUDITION PRACTICES**

The following code of ethical audition practices, approved in 1984 by the International Conference of Symphony and Opera Musicians (ICSOM), the Major Orchestra Managers Conference (MOMC) and the American Federation of Musicians (AFM), is a document of suggested procedure for management and orchestra Musicians alike. As with all codes of ethics, it is not a contract; no one is involuntarily bound to it and it contains no provisions for punitive action. Those who endorsed it have maintained that they will conduct their auditions in accordance with the principles articulated therein, with the tacit assertion that they think others should do likewise. The code of ethics was conceived and formulated by the Major Managers-ICSOM Liaison Committee, the first time that both ICSOM and MOMC have acted in concert rather than autonomously in addressing such a major issue. In the belief that the code may be improved over time, it includes a provision for regular review by a joint committee of representatives from the three endorsing organizations.

1. **Purpose and Scope of Code:** It is of utmost importance to Musicians, managers and conductors that auditions be conducted in accordance with guidelines ensuring competition that is fair to all who audition while providing the best results for orchestras seeking Musicians.
2. **Preparation for Auditions**
  - a. Notices of auditions should be given only for genuine vacancies, including newly created positions, which the management intends to fill as a result of those auditions, with no predetermination's having been made as to who will be hired. Musicians taking such auditions should only do so with the intention of accepting the position if it is offered.
  - b. Auditions should be advertised in appropriate places, including the International Musician. Notices should be clear and complete, specifying the Position intended to be filled by the auditions, the person to contact in response to the notice and the dates that applications are due and that auditions should be held. Notices should appear far enough in advance for interested Musicians to apply and adequately prepare.
  - c. All applicants should be sent written responses to their applications. Invited applicants should be sent clear instructions setting forth the date, time and place of the audition, the complete audition repertoire (excluding sight-reading repertoire) and parts for announced excerpts not generally available. All parts supplied by the orchestra should be legible and identical for all candidates.
  - d. Applicants should be given notice that if they choose not to attend the audition they should promptly notify the personnel manager or other designated person.
3. **Conduct of Auditions**
  - a. In preparing for and conducting auditions, all participants should be aware of policies and procedure governing those auditions, including this code.
  - b. Although the existence and composition of an audition committee and the nature and extent of its participation in auditioning and hiring is determined locally, Musicians' involvement should at least include the initial screening of applicants.
  - c. Applicants should not be disqualified from auditioning on the basis of information about them obtained from current or previous employers or from other institutions to which they have applied.
  - d. Auditionees should be given sufficient time and, to the extent possible, adequate private facilities in which to warm up and practice.

- e. Parts supplied by the orchestra for auditions should be in good condition, legible and clearly marked as intended to be played at the audition.
  - f. There should be no discrimination on the basis of race, sex, age, creed, national origin, religion, or sexual preference; steps ensuring this should exist in all phases of the audition process.
  - g. There should be reasonable accommodation for the handicapped.
  - h. Auditionees should be given opportunity and encouragement to comment, anonymously if desired, to the audition committee and management about the audition process.
  - i. Auditionees should be notified of their status in the audition process immediately upon such determination. Candidates under active consideration after auditions are completed should be so notified and given an estimated time of final decision. Auditionees should be informed prior to auditions of the orchestra's policy regarding reimbursement of auditionees' expenses for additional stay or travel incurred at the request of management.
4. A joint committee of representatives of MOMC, ICSOM and the AFM Symphony Department shall be established to oversee and review this code periodically.



Fund

American Federation of Musicians & Employers' Pension Fund

P. O. Box 2673  
New York, NY 10117-0262  
(212) 284-1200  
Fax (212) 284-1300

American Federation of Musicians and Employers' Pension Fund  
Participation Agreement

The Employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below, and in accordance with the terms and conditions described herein:

From Date	To Date	Contribution Rate (Inclusive of all amounts required by the Fund's Rehabilitation Plan)
09/01/2019	06/30/2022	5.5 %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

1. Who is Covered by this Agreement (Please check only one.)

- If the Employer is party to a collective bargaining agreement ("Collective Bargaining Agreement") with the American Federation of Musicians ("AFM") or a local union of the AFM, this Agreement covers every employee for whom the Collective Bargaining Agreement requires contributions.
- If the Employer is not a party to a Collective Bargaining Agreement, this Agreement covers every person who is employed by the Employer and for whom the AFM or the local union of the AFM signing below (the "Local Union") is the collective bargaining representative.

By making contributions on behalf of an individual, the employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination.

2. What Constitutes "Scale Wages." For the purpose of determining the amount that the Employer is required to contribute to the Fund under this Agreement, the term "scale wages" shall include (please check only one):

- All wages for musical services described in the following sections or pages of the Collective Bargaining Agreement or Local Scale Book: Article VI - Compensation (pages 6 - 8) & Exhibit C (page 46)

OR

- All compensation for musical services reported to the IRS on Form W-2 **except** the following (check all exceptions):

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Doubling       | <input type="checkbox"/> Rehearsal pay    | <input type="checkbox"/> Overtime              | <input type="checkbox"/> Vacation             |
| <input type="checkbox"/> Principal pay  | <input type="checkbox"/> New use payments | <input type="checkbox"/> Leader Pay            | <input type="checkbox"/> Cartage compensation |
| <input type="checkbox"/> Travel time    | <input type="checkbox"/> Seniority pay    | <input type="checkbox"/> Contractor pay        | <input type="checkbox"/> Wages earned under   |
| <input type="checkbox"/> Reuse payments | <input type="checkbox"/> Disability pay   | <input type="checkbox"/> Music preparation pay | personal service contracts                    |
|   | <input type="checkbox"/> Sick leave pay   | <input type="checkbox"/> Premium Pay           |   |

Other (please specify) \_\_\_\_\_

The term "scale wages" shall not include (i) payments made after or in connection with the Participant's termination of employment except for payments that are specifically identified as pensionable wages under a Collective Bargaining Agreement, or except as required by law; or (ii) royalties, advances or other payments of or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (for example, promotional expenses, recording expenses, cartage expenses or mileage expenses, recording budgets, or similar expense accounts or payments).

3. **When Contributions Shall Be Paid.** Each contribution shall be paid to the Fund within 30 days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered.

4. **How Contributions Shall Be Remitted.** All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to the Local Union for forwarding to the Fund if the Local Union is then party to the Fund's "Pension Contributions Transmittal Agreement." If the Local Union is not then party to the Pension Contributions Transmittal Agreement, all checks shall be sent directly to AFM-EPF, P. O. Box 2673, New York, NY 10117-0262.

5. **Special Provision for Payroll Companies.** The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf if the Fund is furnished with a written acknowledgment by the Employer that the payroll company or other third party is authorized to act as the Employer's agent in making contributions to the Fund. Such authorization shall remain in effect until the Fund receives a written notice of revocation from the Employer. The Employer expressly agrees, however, that the authorization of a payroll company or other third party to remit contributions on its behalf does not relieve the Employer of any obligation under this Agreement.

6. **Business Structure.** Please check only one box:

- Corporation or Limited Liability Company (LLC)** - If contributions are made on behalf of any owner or part-owner of the Employer, a valid certificate of incorporation (in the case of a corporation) or LLC Addendum (in the case of a limited liability company and available from the Fund Office upon request or on the Fund's website at www.afm-epf) must be submitted with this Agreement in order for the Fund to accept these contributions.
- Sole Proprietor, Partnership, LLP or PA** - No contributions will be made on behalf of any owners or part-owners of the Employer.

7. **Term of Agreement.** This Agreement shall remain in effect as long as required under federal labor law if there is a Collective Bargaining Agreement. If there is no Collective Bargaining Agreement, this Agreement shall remain in effect, notwithstanding any other provision of federal labor law (check one):

From 10/01/19 through 06/30/2022  
[date] [date]

For five years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation signed by both the Employer and the Union.

8. **Validity of Agreement.** This Agreement is accurate in all respects and has been executed by duly authorized representatives of the Employer and the Union.

The Employer (Corporate Name):  
Boulder Philharmonic Orchestra  
 (Type or print)  
 Address: 1600 Range Street, Suite 200  
Boulder, CO 80301  
 Tax ID No.: 84-6037740  
 Signed by: [Signature]  
 Title: Katherine Lehman, Executive Director  
 Date: \_\_\_\_\_

The Union:  
Denver Musicians Association  
 (Type or print)  
 Address: 10395 West Colfax, Suite 210  
Lakewood, CO 80215  
 Signed by: [Signature]  
 Title: Michael Allen, President  
 Date: October 31, 2019

Please send a completed copy of this agreement to the Fund Office at P.O. Box 2673, New York, NY 10117-0262. For all valid agreements and employers, the Fund will send a letter acknowledging acceptance of this agreement to the addresses shown above. A list of the Fund's agreement content and employer collections/payment history requirements titled "Requirements for Approving Collective Bargaining Agreements/Employers" is available at www.afm-epf.org.

## Appendix 5 – NON-THEATRICAL ARCHIVAL RECORDING



### **AMERICAN FEDERATION OF MUSICIANS** OF THE UNITED STATES AND CANADA AFFILIATED WITH THE A.F.L.-C.I.O.

OFFICE OF THE PRESIDENT  
RAYMOND M. HAIR  
1501 Broadway, 9<sup>th</sup> Floor  
New York, NY 10036  
(212) 869-1330 • FAX (212) 764-6134

#### NON-THEATRICAL ARCHIVAL RECORDING SPECIAL LETTER OF AGREEMENT

In consideration of the mutual covenants herein contained and of other good and valuable considerations, Local 20-623 of the American Federation of Musicians, (hereinafter called the ("Local Union")) agrees with the Boulder Ballet (hereinafter called the ("Employer")) on the terms and conditions and provisions in the paragraphs below. This agreement relates only to the employment of musicians of the Boulder Philharmonic in connection with the videotaping of their performance(s) listed below for the Employer's archival purposes:

Boulder Ballet: Rehearsal and performance dates as agreed between Boulder Phil and the DMA at the start of each season.

By signing below the Employer accepts and acknowledges full responsibility for the tape created hereunder.

1. A secret ballot, majority vote of the orchestra musicians and approval of the Local Union is required before such recording may take place. Once approved, the Local Union shall inform the Federation.
2. No recording produced under this Agreement shall be copied for any purpose, nor shall the Employer permit any person to make any other copy of such recording, except as provided for in this agreement.
3. Within ten (10) business days of the performance the Union shall receive a full personnel list of all participants in the recorded performance.
4. Except as outlined herein, no compensation to the musicians shall be required for such recording.
5. In no event shall the recording made under this Agreement ever be used in any dismissal, demotion or disciplinary proceeding.
6. The recording produced under this provision shall be used only for the following purposes, and no other:
  - (A) To be studied by the stage director, assistant stage director and choreographer for restaging and revivals of existing productions.
  - (B) To be used by the stage director, assistant stage director, choreographer, and dancers, as a staging aid.
  - (C) To be distributed, at cost to those dancers that participated in the performance. From such master recording, a maximum of 100 copies may be created. Such copies may be sold at cost but in no event sold for profit.

- (D) For the purposes of grant application excerpts of the performance may be utilized. However, such grant tape may not contain a complete work, composition or movement. In the event a grant tape is created, within 10 days following the creation of such tape, the Local Union shall be provided a copy of the finished product. The Local Union shall have the right to request verification of the specific requirements of any grant entity.
7. The recording made under this provision shall, at the time it is made, have a leader inserted during the beginning and at the conclusion of the performance which states the following:
- “This recording is for archival non-broadcast use only. Special thanks to the American Federation of Musicians and the musicians of the Boulder Philharmonic Orchestra who waived any compensation due them to make this recording possible”.
8. Representatives of the Union and the Orchestra shall be entitled to be present at the viewing of any videotape produced under this provision.
9. Such master recording shall be stored under the direct possession and control of the Employer. The Employer shall be responsible for all copies of such media.
10. Only monophonic sound recording shall be used for any videotape. The camera utilized in such recording must be focused solely on the dancers.

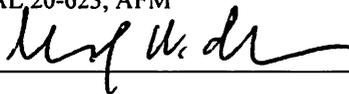
Should any recording created under the terms of this agreement ever be utilized for any purpose not explicitly set forth herein, including, but not limited to displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local or national broadcast, phonograph records, promotional spots or commercial announcements, theatrical or commercial exhibition, or background music for any type of sound or film program, the Employer shall obligate itself to enter into and fulfill all conditions required by the appropriate agreement of the American Federation of Musicians including but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

This agreement shall remain in full force and effect as long as any recording made under its terms and conditions exists, notwithstanding termination of this agreement. Further, nothing in this agreement shall in any way set a precedent for future agreements between the Federation and the Employer.

DATE: 10/31/19

ACCEPTED AND AGREED:

DENVER MUSICIANS ASSOCIATION  
LOCAL 20-623, AFM

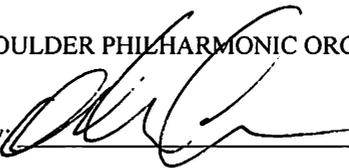
By: 

Michael Allen, President

DATE: 11/8/19

ACCEPTED AND AGREED:

BOULDER PHILHARMONIC ORCHESTRA

By: 

Katherine Lehman, Executive Director

Address:  
Boulder Philharmonic Orchestra  
1600 Range Street, #200  
Boulder, CO 80301

cc: American Federation of Musicians,  
Symphonic Services Division

## Appendix 6 - CARTAGE

### A. Winds and Brass

Contrabassoon .....	\$ 10.00
Tuba .....	\$ 10.00

### B. Strings

Double Bass .....	\$ 10.00
Harp .....	the greater of actual cost or \$ 51.00

### C. Percussion

Accessory Percussion (6 or more instruments).....	\$ 14.00
Hand drums ( <i>including but not limited to bongos, congas, djembe, dumbek, pandiero, tabla, dumba and timbales</i> ).....	\$ 21.00
Timpani (per drum) .....	the greater of actual cost or \$ 26.00
Chimes (per set) .....	\$ 51.00
Chimes (per each individual bell).....	\$ 5.00
Glockenspiel .....	\$ 16.00
Marimba .....	\$ 25.00
Vibraphone .....	\$ 25.00
Xylophone .....	\$ 20.00

### D. Keyboard Instruments

Celeste .....	the greater of actual cost or \$ 51.00
Electric Organ .....	the greater of actual cost or \$ 51.00
Electric Keyboard .....	\$ 21.00
each additional keyboards (if more than one) .....	\$ 10.00
Harpsichord .....	the greater of actual cost or \$ 51.00

### E. Back Line

Drum Set .....	\$ 26.00
Electronic Drums .....	\$ 26.00
Bass, Acoustic .....	\$ 10.00
Bass, Acoustic and Electric when both are required (includes amp).....	\$ 26.00
Amplifier .....	\$ 10.00

### F. Fretted Instruments 2 or more required, per instrument.....

	\$ 5.00
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## **Appendix 7 - EDUCATION and COMMUNITY ENGAGEMENT SERVICES**

This Appendix (Sideletter) covers only unique wages and working conditions for all Boulder Philharmonic Education and Community Engagement services (see the CBA for full orchestra performances performed as Discovery Concerts), and is attached to the Boulder Philharmonic Orchestra Musician Agreement, in effect September 1, 2019 until June 30, 2022.

Nothing in this sideletter shall be construed to supersede or conflict with any provision of the CBA except those provisions explicitly addressed herein.

REOPENER: Upon request by either party, the parties agree to reopen for bargaining the provisions of this Sideletter only. Such request shall be made in writing by notifying the other party no later than April 30, 2020.

ORCHESTRA COMMITTEE: The Orchestra Committee shall serve as an agent of the DMA in the administration of this sideletter and, as such, shall have the authority to review and approve waivers and exceptions.

### **I. SMALL ENSEMBLE EDUCATION SERVICES**

- A. **RIGHT OF FIRST REFUSAL:** All small ensemble and soloist Education Services shall be offered first to Musicians or ensembles whose members, or the majority of members are Boulder Philharmonic Musicians (Musician).
1. The Corporation reserves the right to select Musicians at its discretion from the entire roster of Musicians to perform Education Services.
    - a. All contracting for Education Services is the responsibility of the Personnel Manager or his/her designee.
    - b. The Corporation is responsible for making certain that all provisions of this sideletter and applicable provisions of the CBA are observed, subject to CBA Article XVIII.
  2. In the event that an Education Service is scheduled where a specific skillset is required (i.e. early childhood educational training, special needs / sensory sensitivity training, eurhythmics training, fluency in a foreign language, etc.) and there are no available Musicians who possess that skillset, an Education Service may be offered to non-contract musicians.
- B. The specific goal(s) of all Education Services, if any, shall be clearly defined for the participating Musicians in advance.
- C. Education Services shall be scheduled within a two and one-half (2 ½) hour service, and may include a maximum of two (2) fifty (50) minute performances.
1. The Corporation may schedule the second (2<sup>nd</sup>) performance at a different venue provided that the second (2<sup>nd</sup>) venue is within ten (10) miles of the first venue.
    - a. If a second performance at a second venue, it must conclude no later than two and one-half (2½) hours from the beginning of the first (1<sup>st</sup>) performance.
    - b. If there is a change of venue, Musicians shall be paid a travel fee of \$20 for the 2019/20 and 2020/21 seasons and \$25 for the 2021/22 season, plus applicable cartage.

D. COMPENSATION

1. REHEARSALS AND PERFORMANCES

a. Rate for the first (1<sup>st</sup>) hour / rate for each increment of thirty (30) minutes thereafter:

2019/20 \$75.00 / \$18.00 (will equal \$129.00 for a 2.5 hour service)

2020/21 \$77.25 / \$18.50 (\$132.75 for a 2.5 hour service)

2021/22 \$79.50 / \$19.00 (\$136.50 for a 2.5 hour service)

2. LEADER – a Musician who coordinates Community Engagement Services shall receive an additional 25% of the total compensation rate as provided in D.1.

3. PENSION – see CBA; Article VI.B

4. OVERTIME – see CBA; Article VI.F

5. DOUBLING – see CBA; Article VI.D

6. CARTAGE – see CBA; Appendix 6

E. FORCE MAJEURE: A Community Engagement Service may be cancelled due to acts or causes of force majeure (such as but not limited to a severe weather emergency) with three (3) hours' notice.

1. Such cancelled services may be rescheduled with less than twenty-one (21) days' notice.

2. If less than twenty-one (21) days' notice is given, Musicians unable to perform the rescheduled service(s) shall not be penalized.

## EXHIBIT A – POSITIONS IN THE FULL ORCHESTRA

### STRINGS

Concertmaster  
Assistant Concertmaster  
8 section first violins  
Principal Second Violin  
Assistant Principal Second Violin  
8 section second violins  
Principal Viola  
Assistant Principal Viola  
6 section violas  
Principal Cello  
Assistant Principal Cello  
6 section celli  
Principal Bass  
Assistant Principal Bass  
4 section basses  
Principal Harp

### WOODWINDS

Principal Flute  
Second Flute  
Third Flute/Piccolo  
Principal Oboe  
Second Oboe/English Horn  
Third Oboe  
Principal Clarinet  
Second Clarinet  
Clarinet/Bass Clarinet  
Principal Bassoon  
Second Bassoon  
Third Bassoon/Contrabassoon

### BRASS & PERCUSSION

Principal Trumpet  
Second Trumpet  
Third Trumpet  
Principal Horn  
Assistant Utility Horn  
Second Horn  
Third Horn/Associate Principal Horn  
Fourth Horn  
Principal Trombone  
Second Trombone  
Bass Trombone  
Principal Tuba  
Principal Timpani  
Principal Percussion  
Assistant Principal Percussion  
1 Section percussion  
Principal Keyboard

## EXHIBIT B – NUTCRACKER ORCHESTRA

### STRINGS

Concertmaster  
Assistant Concertmaster  
6 section first violins  
Principal Second Violin  
Assistant Principal Second Violin  
6 section second violins  
Principal Viola  
Assistant Principal Viola  
4 section violas  
Principal Cello  
Assistant Principal Cello  
4 section celli  
Principal Bass  
Assistant Principal Bass  
2 section basses  
Principal Harp

### WOODWINDS

Principal Flute  
Second Flute /piccolo  
Third Flute / piccolo  
Principal Oboe  
Second Oboe  
English Horn  
Principal Clarinet  
Second Clarinet  
Bass Clarinet  
Principal Bassoon  
Second Bassoon

### BRASS & PERCUSSION

Principal Horn  
Second Horn  
Third Horn/Associate  
Fourth Horn  
Principal Trumpet  
Second Trumpet  
Principal Trombone  
Second Trombone  
Bass Trombone  
Principal Tuba  
Principal Timpani  
Principal Percussion  
Assistant Principal Percussion  
Principal Keyboard

## **II. SMALL ENSEMBLE COMMUNITY ENGAGEMENT SERVICES**

- A. All small ensemble and soloist Community Engagement services shall be offered first to Musicians or ensembles whose members, or the majority of members are Boulder Philharmonic Musicians (Musician).
1. When there is no available Musician or ensemble comprising Musicians, the service may be offered to non-contract musicians.
  2. The Corporation reserves the right to select Musicians at its discretion from the entire roster of Musicians to perform Community Engagement services.
    - a. The Personnel Manager or his/her designee shall be responsible for all contracting of Community Engagement services.
    - b. The Corporation is responsible for making certain that all provisions of this sideletter and applicable provisions of the CBA are observed, subject to CBA Article XVIII.

### **B. OUTDOOR PERFORMANCES**

1. The Corporation shall make best effort to provide a tent, continuous shade, or other cover for the performance area.
  - a. In the event that no such cover can be provided over the performing area, Musicians shall be notified no less than seven (7) days in advance of the service and offered the opportunity to decline the service.
2. Musicians shall not be required to perform if the temperature is above 90 degrees or below 57 degrees. Except as provided above, Musicians shall be compensated per Item D below.
3. Musicians shall not be required to perform in direct sunlight or precipitation. Except as provided above, Musicians shall be compensated per Item D below.

### **C. SCHEDULING**

1. Community Engagement services shall not be scheduled to begin earlier than 9:00 am.
2. The end time will be clearly stated and observed.
3. No Community Engagement Service shall exceed three (3) hours.
4. There shall be no break during a one (1) hour Community Engagement service.
5. If a Community Engagement service exceeds one (1) hour, there shall be a fifteen minute break during the first hour or fraction thereof in excess of one (1), and five (5) minutes of break scheduled for each thirty (30) minute increment (or fraction) thereafter.

#### D. BREAKS.

1. There shall be at least one fifteen (15) minute break between two (2) contiguous performances at a single venue.
2. In the case of multi venue services, there shall be adequate time scheduled for tear down at the first venue, travel, parking, and security access to the second venue, and setup at the second venue, but in any case no less than forty (40) minutes.

#### E. SCHEDULING

1. No Education Service shall be scheduled to begin earlier than 8:30 am.
2. There will be at least 120 minutes between the conclusion of an Education Service and the scheduled start time of a Philharmonic rehearsal/concert.
3. No Education Service shall be cancelled with less than twenty-eight (28) days' notice.
4. If an additional Education Service becomes available with less than twenty-eight (28) days' notice, Musicians shall be asked, but not required, to perform the service.

#### F. ATMOSPHERIC CONDITIONS

1. Education Services shall be held indoors, with adequate light and space for performers, and acceptable temperatures ranges (see CBA Article VIII, D.2)

#### G. COMPENSATION

1. For each two and one-half (2 ½) hour service, or fraction thereof.

2019/20	\$128.51
2020/21	\$132.37
2021/22	\$136.34

2. LEADER – a Musician who coordinates an Education Service shall receive an additional 25% compensation.
3. OVERTIME - see CBA; Article VI.F
4. PENSION – see CBA; Article VI.B
5. DOUBLING – see CBA; Article VI.D
6. CARTAGE – CBA; Appendix 6

#### H. FORCE MAJEURE: An Education Service may be cancelled due to acts or causes of force majeure (such as but not limited to a severe weather emergency) with three (3) hours' notice.

1. Such cancelled services may be rescheduled with less than twenty-one (21) days' notice.
2. If less than twenty-one (21) days' notice is given, Musicians unable to perform the rescheduled service(s) shall not be penalized.

## EXHIBIT C – CATEGORIES OF DOUBLING

1. Fretted Instruments: Doubling will only be paid under the following categories:
  - a. Performance on more than two instruments within Group A or Group C.
  - b. Performance on any two instruments within Group D.
  - c. Performance on any instrument in two different groups shall be treated as doubling.
    - Group A: Acoustic, electric, 6-string guitar.
    - Group B: 5-string banjo, plectrum banjo.
    - Group C: tenor banjo, mandolin family, ukulele.
    - Group D: sitar, bazoukee, and or other specialized fretted instruments.
2. Keyboard Instruments: Any required performance on any keyboard instrument, whether acoustic or electric, in conjunction with performance on any other keyboard instrument shall be considered one double. Electronic instruments such as synthesizers and samplers are considered keyboard instruments.
3. Bass: Electric bass constitutes a double when combined with acoustic bass and vice versa.

Any combination of the following shall constitute doubling. (Instruments listed together are not doubles)

4. Brass:
  - a. Trumpet
  - b. Flugelhorn
  - c. Piccolo trumpet (F, G, A, Bb)
  - d. Tenor trombone
  - e. Bass trombone
  - f. Alto trombone
  - g. Euphonium /Tenor tuba
  - h. Horn
  - i. Mellophone
  - j. Wagner tuba
  - k. Tuba / sousaphone
5. Strings:
  - a. Violin
  - b. Viola
  - c. Cello
  - d. Bass
6. Woodwinds:
  - a. Alto, Tenor saxophones
  - b. Soprano saxophones
  - c. Baritone saxophone
  - d. Bass saxophone
  - e. Clarinet (B flat or A)
  - f. Clarinet (E flat)
  - g. Bass clarinet / alto clarinet
  - h. Flute
  - i. Piccolo
  - j. Alto flute
  - k. Bass flute
  - l. Oboe
  - m. English horn
  - n. Bassoon
  - o. Contrabassoon
7. Percussion: Timpani constitutes a double when combined with percussion and vice versa.