

**BOULDER PHILHARMONIC ORCHESTRA
MASTER AGREEMENT**

PREAMBLE/SCOPE OF AGREEMENT

This Agreement entered into as of this _____ day of _____, 2007, is between The Denver Musicians Association, Local 20-623, American Federation of Musicians (hereinafter referred to as the "UNION"), and The Boulder Philharmonic Orchestra, (hereinafter referred to as the "BPO") 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 that encourages and supports the presence of highly skilled and motivated Musicians in the greater Boulder area.

ARTICLE I - TERM OF THE AGREEMENT

This Agreement shall be in full force and effect from August 16, 2006 to and including August 15, 2009.

ARTICLE II - RECOGNITION AND UNION SECURITY

A. The BPO recognizes the UNION as the sole and exclusive bargaining agent for all Musicians employed by the BPO for the purpose of establishing and maintaining wages and other terms and conditions of employment, but excluding the Music Director, conductor(s), guest artists, management and administrative staff of the BPO.

B. As a condition of employment, all Musicians covered by this Agreement who are members of the UNION on the execution date of this Agreement shall maintain their membership in the UNION as a condition of employment and those who are not members shall, no later than the thirty-first (31st) day following the date of execution of this Agreement, become members of the UNION and maintain such membership in good standing.

C. All Musicians hired after the execution of this Agreement shall, no later than the thirty-first (31st) day after the commencement of their employment, become members of the UNION and maintain such membership as a condition of employment. Maintenance of membership shall be interpreted to include the proper payment of the UNION initiation fees, membership dues, work dues and orchestra committee dues uniformly required.

D. Upon acceptance of a Dues Check-Off Authorization Form, the BPO agrees to deduct from the wages of each Musician work dues in such amounts as are uniformly required by the UNION and/or the AFM of its members, as well as annual ROPA dues (to be deducted from payroll for any concert series that occurs between September 1 and December 31, for which the largest number of contracted musicians have been engaged). 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 BPO shall remit to the UNION all monies deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made, no later than three (3) days following each pay period.

E. Substitute and Extra Musicians must join Local 20-623 prior to performing their fourth (4th) Concert Set during the term of this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

A. It is specifically understood that, except as expressly limited by the provisions of this Agreement, the BPO reserves and retains, fully and exclusively, all right to manage the BPO, 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 BPO 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 BPO, 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 which Musicians owe to the UNION or to interfere with the internal affairs of Local 20-623. Nothing in this section shall be used to change or modify the terms of this Agreement without the express written agreement of both parties.

ARTICLE IV - MUSICIAN COMMITTEES

A. There shall be an Orchestra Committee of Musicians under contract with the BPO who are UNION members, who shall function as official representatives of the Musicians to the UNION and the BPO. The Orchestra Committee shall have the right to discuss with the BPO all matters pertaining to this Agreement. The BPO shall not discriminate against any Musician as a result of his/her service on the Orchestra Committee.

1. BPO BOARD LIAISON: The Orchestra Committee shall provide official representation of the Musicians to the BPO. The BPO Board Liaison may be any member or members of the Orchestra Committee.
2. PARTICIPATION ON BPO BOARD COMMITTEES: Musicians are encouraged to participate in any BPO Board Committees of interest subject to the consent of the Board President and the Orchestra Committee.

B. Local 20-623 shall appoint a Musician to act as Union Steward. The Union Steward shall confirm that all provisions of this Agreement are administered by the BPO at all Services and shall perform other duties as may be designated by Local 20-623, requested by the Musicians, or agreed upon by the BPO and the Orchestra Committee. The Union Steward shall have the right to discuss with the BPO 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.

Local 20-623 shall promptly notify the BPO as to the identity of the Steward, and shall keep the BPO advised of the Steward's role and responsibilities. The BPO shall not discriminate against any Musician as a result of his or her service as the Steward.

C. PEER REVIEW COMMITTEE

1. Balloting for a Peer Review Committee shall be conducted by October 15 of each Concert Season in the following manner:
 - a. Members of the Orchestra shall vote by secret ballot on a form prepared by the Orchestra Committee, which shall list all eligible members of the Orchestra, for nine (9) Peer Review Committee members and five (5) alternates. The Musician receiving the most votes from each of the three (3) Sections - strings, woodwinds, and

brass/percussion - shall be committee members. The remaining eleven (11) positions shall go to the Musicians receiving the next most votes, regardless of Section. Ballots shall not be counted at this time, but shall be sealed and kept under seal by the Orchestra Committee until the time specified below.

- b. 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 shall promptly count the ballots and report the results of the balloting to the BPO. 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 V - DEFINITIONS

ABSENCE: An Absence occurs when a Contract Musician does not perform one or more Services under circumstances where he/she intends to return to his or her position.

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.E.6.

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

CONCERT SEASON: BPO and Sinfonia services scheduled after August 15 and concluding by August 16 of the ensuing year.

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 BPO 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.

DEMOTION: Demotion shall be defined as 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. Moving a violinist from 1st violin to 2nd violin shall also be considered a demotion.

DOUBLING: Performance by a Musician on an instrument other than the instrument(s) named on the individual Musician's contract (see Article VII-C and Appendix 1).

EDUCATIONAL SERVICES: Performances by ensembles for student audiences during school hours or the rehearsals therefor.

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: A larger orchestra comprised of Musicians who perform orchestral services other than the Sinfonia of Colorado.

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

MUSIC DIRECTOR: The individual designated by the BPO 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 BPO in accordance with the provisions of this Agreement, but excluding the Music Director, Conductor(s), and guest artists.

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.

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.

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 radius of thirty-five (35) miles from Macky Auditorium; however, Services performed at Trinity United Methodist Church in Denver shall be construed as though within the Boulder area and not considered as Run-outs.

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

SERVICE: An orchestra, chamber orchestra, ensemble, opera, ballet, or educational concert, or any rehearsal required therefor.

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 of the Boulder 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.

YOUTH CONCERTS: Full Orchestra performances for student audiences during school hours.

ARTICLE VI - COMPENSATION

A. Minimum compensation for all Services shall be:

	2006-07	2006-08	2008-09
Section, Substitute & Extra Musicians:	\$75.00	\$80.00	\$85.00
Asst. Principal, Assoc. & Asst. Concertmasters:	\$82.50	\$88.00	\$93.50
Principal:	\$90.00	\$96.00	\$102.00
Concertmaster:	\$150.00	\$160.00	\$170.00

1. A Substitute Musician shall receive the same minimum rate as the absent Contract Musician being replaced.

B. PENSION CONTRIBUTIONS

1. On behalf of each Musician under this Agreement, the BPO shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to the following percentages of all scale wages earned under this Agreement, excluding any additional compensation negotiated by individual Musicians under personal service contracts.
2. Contribution Rate: 4% of scale wages
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 copy of this report shall be sent (simultaneously) to the Union. All contributions to the AFM-EPF shall be paid concurrently with the bi-weekly pay periods. As a contributing employer to the AFM-EPF, the BPO agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund (see Appendix 4).

C. ENSEMBLE EDUCATIONAL SERVICES: Musicians shall be paid at the following rates:

1. Sideman/Non playing Contractor:
 - a. Single performance not to exceed 45 minutes.....\$69.00
 - b. "Back-to-back" performances not to exceed 45 minutes per performance and both performances to be completed within 2 1/2 hours at the same location: (50% additional per performance).....\$104.00
2. Leader and/or Playing Contractor/Single Performer
 - a. Single performance not to exceed 45 minutes.....\$104.00
 - b. "Back-to-back" performances, each performance not to exceed 45 minutes and both performances to be completed within 2 1/2 hours at the same location: (50% additional per performance).....\$156.00

D. YOUTH CONCERTS: Youth Concerts may consist of two (2) performances, each no longer than one hour in duration, to take place during a two-and-one-half hour period. Such back-to-back Youth Concerts shall constitute one Service and regular per-service rates shall apply.

E. OVERTIME: Overtime shall be fifteen percent (15%) of the Service fee for each quarter (1/4) hour or fraction thereof, except in the event of a three (3) hour ballet Service, where the first half (1/2) hour shall be paid at the pro rata per service rate and thereafter at the regular overtime rate.

F. DOUBLING: The BPO 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. The following instruments will not be considered as doubles: Bb clarinet and A clarinet; Bb trumpet and C trumpet; keyboard as a group; BB tuba, CC tuba, Eb tuba, F tuba; three groups of percussion (instruments within the group are not considered as doubles); timpani, traps, and Latin American.

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

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 BPO or is sold to another; provided, however, the BPO may sponsor performances which do not utilize Musicians of the Boulder Philharmonic Orchestra, but only with the prior approval of the Orchestra Committee, which shall not be unreasonably withheld.

B. 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 BPO and Musicians are specified in Appendix 1. The provisions of any Individual Contract or Letter of Intent must be consistent with this Agreement.
3. Renewal contracts with a tentative schedule of concert dates, rehearsals and known repertoire (for the following Concert Season) will be offered annually (in person or by mail) no later than February 15. For acceptance, these must be signed and returned, postmarked by March 15. 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 a rehearsal and/or concert of a duration up to two-and-one-half (2-1/2) hours. For all concerts and rehearsals there shall be at least a fifteen (15) minute break.
2. Services shall not exceed ninety (90) minutes from the scheduled starting time without a break.
3. A "Service Week" is defined as beginning on Monday and ending on Sunday.

4. All tentative schedules shall be brought to the Orchestra Committee for review before being finalized and/or distributed to the Musicians.
5. There shall be no more than eight (8) Services scheduled within the workweek. If a eight (8) Service week occurs, during the following week no more than seven (7) Services may be scheduled. Educational Services shall not count toward the total.
6. There shall be one (1) day off immediately following the last Service scheduled in each Service week.
7. There shall be a ten (10) hour turnaround between the end of an evening Service and the beginning of a Service the following day.
8. There shall be no more than two (2) Services scheduled per day.
9. 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.
10. Services shall not be scheduled between December 21 and January 2 without the approval of the Orchestra Committee.
11. Times of Service
 - a. All weekday rehearsals shall be scheduled 7:30 P.M. In the event of two (2) Services in one (1) day, these Services will not be scheduled without a minimum of two (2) 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.

B. CHANGE OF SCHEDULE

1. DEADLINES AND DATES - SCHEDULE AND CALENDAR

February 15	Issue preliminary, tentative schedule of Services for the subsequent Concert Season
21 days	Written notice to add a Service to the schedule Written notice to add or remove Musicians from the call list Written notice to convert a "tentative" or TBA date to a confirmed Service Written notice to make a time change Written notice to cancel a Service Written notice to re-schedule a canceled Service due to force majeure without additional pay
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. PRELIMINARY AND PLANNING CALENDAR: A preliminary, tentative schedule of Services for the subsequent Concert Season shall be issued no later than February 15. A planning schedule of Services, repertoire and instrumentation (including size of the string section) shall be issued no later than thirty (30) days prior to the first rehearsal for said Services.

3. CONCERT SEASON: Services in any given Concert Season will not be scheduled prior to August 15 nor beyond May 15. Exceptions to the preceding may occur upon agreement with the Orchestra Committee.

4. COORDINATION: The BPO shall use its best efforts to coordinate scheduling with the Greeley Philharmonic, Cheyenne Symphony, Ft. Collins Symphony Orchestra, and other local large ensembles employing BPO Musicians on a regular basis.

5. CANCELLATIONS: Except as provided for in Article VIII.B.6 below, the BPO shall provide twenty-one (21) days' written notice to cancel a Service. Musicians shall be compensated according to their Individual Contracts for Services canceled with less than twenty-one (21) days' written notice.

6. A Service may be cancelled 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 cancelled 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 fourteen (14) days' notice. If less than fourteen (14) days' notice is given, Musicians unable to attend the rescheduled Services shall not be penalized.

7. ADDITIONS: The BPO 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.

8. CHANGE OF TIME: The BPO shall provide fourteen (14) days' notice to make a time change. The BPO may make a time change with less than fourteen (14) days' notice; however, if less than fourteen (14) 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.

9. CHANGE OF LOCATION: Except as provided for in Article VIII.B.6 above, two (2) days' notice shall be provided to each Musician to change the location of a Service.

10. UPDATED SCHEDULES shall be issued to each Musician indicating those Services for which he or she is called, and the repertoire for those Services. For Educational Services, notice shall include location, length of program, and type of audience.

11. NOTICE: For the purposes of this Agreement, the requirement(s) for notification shall be deemed to be met if such notice is distributed at a Service, hand-delivered, or postmarked no later than the applicable deadline.

12. 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 less than fifteen (15) minutes, a two and one-half (2-1/2) minute break shall be given before the overtime period begins. If overtime is anticipated to be fifteen (15) minutes or more, a five (5) minute break shall be given before the overtime period begins.

The Personnel Manager may conduct a hand vote of the Musicians prior to the overtime period to determine whether the Musicians would prefer the break to be at the end of the overtime period. Majority rules.

3. The Personnel Manager shall be responsible for authorizing overtime and recording the length of overtime performed.
4. If overtime is called, Musicians are required to play during this period unless specifically excused by the Conductor or Personnel Manager.
5. The contractually designated break shall occur when the Union Steward or his or her designee notifies management that it is time for the break.
6. 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.

D. ATMOSPHERIC CONDITIONS

1. The BPO 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%. The Musicians shall not be required to play any indoor Service if the temperature is less than 67 degrees or more than 89 degrees. 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.
2. When performing outdoors there shall be adequate security for the Musicians and their instruments. Instruments shall not be stored in direct sunlight or at freezing or near freezing temperatures. The Orchestra shall not be required to play if the onstage outdoor temperature is less than 57 degrees or more than 90 degrees. Musicians shall not be required to sit in direct sun or rain.
3. Musicians and chorus members shall not wear perfume or cologne at any rehearsal or performance.
4. The BPO shall provide an area free from tobacco smoke for all BPO-produced Services. The stage and immediate back stage areas shall be designated as non-smoking areas. For all sub-contracted Services, the BPO will use its best efforts to obtain the above conditions.
5. 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. All risers shall have properly secured protective moldings on the back and outer edges.
2. The pit or stage shall not be so crowded as to substantially interfere with the Musicians' ability to play.
3. There shall be adequate lighting on stage and in the pit for all Services.
4. The exits from any pit shall be clear and accessible.
5. When, due to the orchestra set-up, Musicians have been placed too close to instruments or electronic equipment which may endanger their hearing, 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 contracted in their individual contracts, unless the absence is excused. All requests shall be in writing.

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-one (21) days' notice that one (1) or more Services will be missed due to religious reasons. Services missed for religious reasons are excused absences, however, the musician requesting such leave may be replaced for the affected concert set.
 - e. Other engagement/personal reasons. The Musician shall give the Personnel Manager at least fourteen (14) days' notice in advance of the Service or Services to be missed.
 - 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 no more than [approximately] two-thirds of all Concert Sets in a Concert Season; as set forth in the following ratios:

# Sets Offered	Minimum # of Sets a Musician must perform
1	0
2	1
3	1
4	1
5	2
6	2
7	2
8	2
9	2
10	3

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

- h. Other absences, as approved by the Personnel Manager.
 - i. 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 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 a dress rehearsal for that Concert Set, he or she will not be allowed to play in the Concerts, except with the approval of the Music Director; provided, however, if the dress rehearsal is missed because of religious reasons or because it is a weekday daytime dress rehearsal which the Musician, in good faith, is unable to attend, the Musician may play in the Concerts for that Concert Set.
2. When a Musician gives notice under Article IX.A.1.e of an intent to miss a non-dress rehearsal, the Musician will consult with the Music Director as to the effect of the absence on the performance of the Concert and any arrangements that can be made to remedy adverse effects from the missed rehearsal.
3. If a Musician misses two (2) rehearsals during a Concert Set, the Musician will not be allowed to play in the Concerts for that Concert Set, except with the approval of the Music Director;

provided, however, if the rehearsals are missed because of religious reasons, the Musician may play in the Concerts for that Concert Set.

4. If a Musician misses a Concert because of religious reasons, the BPO may retain a Substitute for that entire Concert Set.

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 BPO, an 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 no later than March 1 for the following Concert Season and such request shall be acted upon on no later than March 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 BPO.
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 BPO, 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. Twelve (12) weeks in advance of the first rehearsal the Librarian shall provide the Conductor with scores for the aforementioned concert program, for the purpose of procuring the Conductor's input on bowings. The Conductor and the Concertmaster shall reach agreement on said input.
 - c. Ten (10) weeks in advance of the first rehearsal parts will be distributed to the Concertmaster for bowing.

- d. Eight (8) weeks in advance of the first rehearsal the Concertmaster's completed bowed parts will be distributed to the other string Principals for bowing.
 - e. Six (6) weeks in advance of the first rehearsal parts will be returned to the Librarian for marking of all parts.
 - f. Two (2) weeks in advance of the first rehearsal all parts will be in folders ready for distribution.
 - g. 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.
 - h. In the case of music currently in the BPO library, parts will be checked for consistent markings and corrected before distribution according to the aforementioned timetable.
 - i. 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.
 - j. 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. The Conductor shall be informed of the time when music is made available to Musicians. A schedule of rehearsal order, subject to change by the Conductor, will be supplied with the music whenever possible. Every effort will be made to provide this information prior to the first rehearsal. 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. As a general rule, 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. 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. Men: Black, regular length tuxedo, long-sleeved white shirt, black bow tie, executive-length black socks, and formal black shoes with black-sided soles.
2. Women: 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, sheer neutral-to-black hose, black formal dress shoes. Purses may be placed onstage under the risers. Only items necessary for performance may be at the performer's chair. BPO agrees to work with Macky Auditorium to provide access to lockers for use by musicians. Musicians shall provide their own locks.
3. Services in daytime or in the Theater Pit
Men: Black shirt with sleeves, black pants, black belt, dark socks, dark shoes.
Women: Black blouse/shirt with sleeves, black pants or skirt, dark shoes.

B. Musicians should refrain from wearing any objects that will reflect light and detract from the audience's enjoyment of the concert, including gem jewelry (except rings) and sequins.

C. 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. LIMITATIONS

1. Tour services: All tour services shall be exempt for any attendance requirement contained herein. Wages, hours, and conditions for any and all Tours in excess of forty-eight (48) hours from time of departure to time of return shall be first negotiated with the UNION.
2. Run-out services-Run-out concerts (and the related rehearsals) which are a repeat performance(s) of a concert set performed in Boulder shall be subject to the attendance requirements specified in Article IX.
3. Run-out concerts (and the related rehearsals) 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.
 - a. Run-out concerts 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.
4. Departure time for run-out services shall not occur prior to 3:00 P.M.

B. TRAVEL AND TRAVEL SURCHARGES

1. Travel Fees: For all Run-outs and Tours (as defined in Article V), 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.
2. Any Run-out BPO Service (as defined in Article V.) for which a conveyance is not provided, reimbursement shall be provided to each Musician at current Union mileage rates.
3. For all Run-out and Tours services, a travel surcharge of \$20.00 per day shall be paid to musicians for each day (or portion thereof) away from Boulder in addition to per diem for any Tour. This travel surcharge shall be reduced, commensurate with increases in section per service rate, on a dollar-to-dollar basis. By example, an increase of \$10.00 in the section per service pay from the 2001-02 contractual rate of \$59.00 to \$69.00, shall cause the travel surcharge to be reduced from a daily rate of \$20.00 to \$10.00. At such time as the section per service pay increases \$20.00 to a rate of \$79.00, the travel surcharge shall be eliminated.
4. Meal Allowances: BPO 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:
 - Twenty percent (20%) of the total applicable daily per diem rate:
 - Thirty percent (30%) of the total applicable daily per diem rate
 - Fifty percent (50%) of the total applicable daily per diem rate
5. 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 the American Automobile Association, or other similar accepted standard for determining travel time.

C. TIME LIMITATIONS - RUN-OUTS AND TOURS

1. 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. This shall be referred to as Total Time. For example, on a day with a two (2) hour concert, travel time may not exceed six (6) hours. 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.
2. If the aforementioned time limitations are exceeded, then each Musician will be paid \$5.00 per half hour or fraction thereof for excess total time. Notwithstanding, the aforementioned payment shall not be made when the excess total time is due to reasons of force majeure.
3. 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.
4. 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 BPO and Orchestra Committee otherwise.

5. 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 BPO and Orchestra Committee otherwise.
6. Maximum number of Run-out days per week: Two (2).

D. ACCOMMODATIONS

1. Prior to each Tour, the Orchestra Committee shall meet with the BPO for the purpose of reviewing all arrangements and accommodations for each such Tour. The BPO 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.
2. When an overnight stay is required, the BPO shall provide adequate paid-for accommodations (AAA standard or equivalent whenever possible). The BPO 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 BPO. 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 BPO.
3. 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.

E. TOUR SCHEDULES

1. Notice of a Tour shall be given at least ten (10) weeks in advance.
2. Specific Tour schedules shall be given to the Musicians at least one (1) month in advance of the Tour.
3. Notice of a Run-out service shall be given at least twenty-one (21) days in advance of the run-out service.

F. GENERAL CONDITIONS FOR RUN-OUTS AND TOURS

1. The BPO 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 BPO will bear the cost of returning the Musician home if he/she is unable to continue.
2. Travel will be computed from actual departure time to actual arrival time, excluding meal stops. Travel past midnight will be included in the day in which the travel begins.
3. Transportation vehicles for shorter distance run-out performances and tours may include vans that are equipped with comfortable seating, and adequate heating and air conditioning. Also, there shall be satisfactory accommodations for the safe transport of musical instruments. All other transportation vehicles 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.

4. Buses shall not be loaded so full as to create an uncomfortable travel environment for musicians. Basses, cellos and other large instrument will be counted in limit if transported on board.
5. The BPO 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.

G. REGULATIONS CONCERNING MEALS

1. Meal stops shall be a minimum of one (1) hour, excluded from travel time.
2. 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.

H. MISCELLANEOUS

1. The BPO 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. The BPO 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.
2. During any break within or between Services when the Orchestra is away from its home concert hall, the BPO shall provide adequate, secure facilities on the premises where Musicians may leave their instruments. Should the BPO be unable to provide secure facilities at the Service site away from the home concert hall, an alternate satisfactory secure facility shall be provided.

ARTICLE XIII - VACANCIES, ABSENCES, AUDITIONS, SUBSTITUTES AND EXTRAS

A. VACANCIES AND ABSENCES

1. **VACANCIES:** A Vacancy shall be filled by an audition. 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 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. A long-term Absence (which shall include any Absence of a full Concert Season or more, including but not limited to a medical leave or a leave of absence) shall be filled by audition. Until the audition is held, a long-term Absence may be temporarily filled from the Substitutes and Extras list.

B. 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: Management of the BPO shall make arrangements for auditions and shall oversee audition procedures. Management of the BPO 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 BPO shall give notice of existing vacancies to all Musicians, the Orchestra Committee, and the UNION no later than April 30, including a tentative date when the position(s) will be submitted for advertisement. The Orchestra Committee and the UNION shall be consulted for content suggestions for all such advertisements.
 - 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 person may be appointed to a Vacancy without an audition by agreement of the Music Director and the Audition Committee. For purposes of the appointment procedure only, the String Audition Committee for non-titled vacancies shall consist of the Principal, Assistant Principal, and five (5) members of the involved Section.

D. AUDITION COMMITTEE

1. COMPOSITION: The Audition Committee shall be established prior to the first audition of the season and shall not change for the duration of the same season. The committee shall consist of the Music Director or his/her designee, and the following audition committee(s), who shall conduct the auditions.

There must be a quorum of at least five (5) Musicians and the Music Director or his/her designee present at any and all auditions. Except with prior approval of the Orchestra Committee, the Audition Committee quorum shall be comprised of at least the following personnel:

- b. Non-Principal Auditions:
 - i. Principal of the Section involved;
 - ii. One other Principal of the family of instruments; and
 - iii. Three other Principals or members of the involved section.
 - c. Principal Auditions:
 - i. At least one Principal of the family of instruments;
 - ii) Four (4) Principals outside the family of instruments; and
 - iii. Two (2) to four (4) other Musicians from the family of instruments.
1. The following persons shall not be eligible to serve on the Audition Committee:
 - a. The person creating the Vacancy, except for Harp and Keyboard auditions, and the person auditioning;
 - b. Musicians, including the Music Director, who are related to the 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/Librarian. In addition, the Personnel Manager shall not comment on any candidate during the course of the audition unless requested to do so by a majority of the Audition Committee.
2. It shall be the responsibility of the Personnel Manager to determine the appropriate audition committee for each audition, and to contact the Musicians and confirm their willingness and availability to serve at the audition. Whenever possible, the Personnel Manager shall provide a list of the confirmed members of the Audition Committee to the Orchestra Committee no later than five (5) days before the audition. The Personnel Manager shall consult with the Orchestra Committee to determine the appropriate audition committee for each appointment procedure.
3. 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.
4. 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.
5. Members of the Audition Committee, including the monitor, will be paid \$30.00 for the first three-hour session, \$10.00 for each subsequent hour, or fraction thereof.

D. AUDITION PROCEDURE

1. **REPERTOIRE:** A repertoire list for each instrument shall be established by the Music Director and the Principal. This list shall be filed with the management of the BPO. The list may be revised annually at the beginning of the Concert Season at the discretion of the Music Director and the Principal for the instrument. 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 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.
 - b. No individual shall be required to play ahead of his/her scheduled time unless he/she consents.
 - c. A monitor will be present with the candidate during the auditions to relay questions from the candidate to the Audition Committee.
 - d. All preliminary and semi-final auditions shall be held behind a screen. Upon agreement of the Audition Committee, screens may be removed for the final audition. Notwithstanding, the screen shall not be removed in final auditions when a current contracted member of the BPO is a final candidate.

- e. The Union Steward or his/her designee shall be present at all auditions.
4. FINAL DECISIONS: The Audition Committee shall attempt to reach a consensus through discussion and 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 receive a number of votes equal to forty percent (40%) of the number of Audition Committee members present at the audition. 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 will be required 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.
6. Prior to offering an individual contract to any winning candidate at an audition, the BPO shall first consult with the Orchestra Committee/Union Steward to reach agreement that all procedures have been correctly adhered to.
7. CODE OF ETHICAL AUDITION PRACTICES: The BPO acknowledges its intent to use its best efforts to adhere to the "Code of Ethical Audition Practices," attached hereto as Appendix 3.

E. SUBSTITUTE AND EXTRA MUSICIANS

1. The Personnel Manager shall maintain a current list of Substitutes and Extras for each Section. The list shall 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 by September 30 of each Concert Season, and thereafter when any re-ranking occurs.
2. Within thirty (30) days after the effective date of this Agreement, an initial Substitutes and Extras list shall be provided as set out above. The list shall consist of those persons who have performed satisfactorily as Substitutes and Extras for the BPO during the preceding three-year period.
3. 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.
 - c. Substitutes for Sinfonia of Colorado - Musicians may be added to the Substitutes and Extras list if they are determined to be qualified by the Audition Committee.
4. 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.

5. 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.
6. In the event of the Absence of the Concertmaster, Principal Second Violinist, Principal Violist, or Principal Cellist for any or all of a single Concert Set, the Assistant Principal of the Section shall replace the Concertmaster or 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 Section 7, below.
7. Except as provided above, Principal Substitutes shall be chosen by the Music Director from the Substitutes and Extras list. All other Substitutes shall be chosen by the Principal from the Substitutes and Extras list.
8. 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 Local Union No. 20-623.
9. 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 a letter of agreement from the Personnel Manager specifying the times, dates, and places of Services and the required dress. The Personnel Manager may initially contact the Substitute or Extra by telephone, giving the Musician all pertinent details of the engagement; however, the letter of agreement shall, whenever possible, be mailed or given to the Musician within forty-eight (48) hours of the initial phone contact.

ARTICLE XIV - 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 BPO, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office.
 1. The BPO 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. Broadcasts of subscription concerts may occur over radio stations KCFR, KVOD and KGNU at no additional compensation to Musicians.
 3. The BPO acknowledges and accepts responsibility for the creation, use and storage of broadcast tapes. The BPO shall use its best efforts to ensure that, after broadcast, such tapes shall be returned to and remain in the custody of BPO. The BPO shall not duplicate, nor permit duplication of such tapes, except for the sole purpose of retaining a copy of such broadcast tape for the BPO's own use.

4. Broadcast tapes shall not ever be used as evidence in any disciplinary demotion, reseating, or dismissal proceeding.
 5. The Employer 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 Symphony. A maximum of three (3) minutes may also be used for promotional purposes on the orchestra's website 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.
 6. All other local broadcasts emanating from within the jurisdictional boundaries of Local 20-623, AFM, shall compensate Musicians according to rates established by Local 20-623.
 7. All other broadcasts shall be done in accordance with the terms of the applicable AFM Agreement.
 8. 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 STUDY TAPE: The BPO may designate a qualified person to make audio archival study tape recordings of previously designated orchestra rehearsals or performances.
1. In the event that archival study tapes are made, said tapes shall remain at all times in the joint custody of the BPO and the UNION.
 2. The BPO shall not duplicate, nor permit duplication of any archival study tape, nor shall it allow any use of an archival study tape for purposes other than review by the Conductor/Music Director and Musicians.
 3. Archival study tapes shall be available at all times during normal business hours in the BPO's office for the Conductor/Music Director and Musicians, and other authorized personnel as mutually agreed upon by the BPO, Orchestra Committee, and the UNION, to review and study.
 4. Archival study tapes shall not ever be used as evidence in any disciplinary demotion, reseating, or dismissal proceeding.
- C. GRANT TAPES: The BPO may make up to five audio grant application tapes per year (or such additional tapes as may be necessary with the approval of the Orchestra Committee, which approval may not be unreasonably withheld) for the exclusive purpose of fundraising without additional compensation to the Musicians. Such tapes shall be created from previously existing archival tapes made during that Concert Season. Recorded segments shall be restricted to the length of pieces and number of pieces as requested by the granting agency. Such tape may not contain a complete work, composition or movement, unless such complete work, composition, or movement is less than five minutes in length. Upon request, the UNION shall be provided a copy of the tape. The UNION reserves the right to request verification of the specific requirements of any grant entity and the BPO shall comply with this request. Grant tapes shall not ever be used as evidence in any disciplinary, demotion, reseating, or dismissal proceeding.

- C. 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 BPO 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 XV - TENURE

- A. Each Contract Musician shall serve a probationary period of one calendar year from the date the Musician begins employment before being eligible for tenure. 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.
- B. On or before February 1 of the then current Concert Season, the BPO, in writing, shall advise each Musician who will be eligible for tenure at the end of that Concert Season, whether the BPO intends to grant tenure to that Musician at the end of that Concert Season. All eligible Musicians so offered tenure shall be awarded tenure at the end of the then current Concert Season.
- C. The BPO 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 BPO and the Union (see Appendix 1-C).
- D. In the event of an in-Concert Season new hire or newly-obtained position, the BPO 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 one (1) calendar year 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 XVI - DISCIPLINE AND DISMISSAL FOR CAUSE (NON-MUSICAL)

- A. Musicians may be disciplined or dismissed only for just cause.
- B. The parties agree that, insofar as possible, Musicians shall receive reasonable notice of deficiencies and a fair opportunity to correct those deficiencies.
- C. **PROGRESSIVE DISCIPLINE POLICY:** Whenever a problem arises with the conduct or performance of a Musician, depending upon the nature of the problem, either the management of the BPO or the Music Director shall meet with the Musician concerning the problem. If the problem is not corrected, the Musician may receive a written warning. If the problem is still not corrected, the Musician may be subject to further discipline or discharge. The Musician, if he or she so requests, shall have the opportunity for a reasonable number of additional meetings with the management of the BPO or the Music Director concerning the problem (see Article XVIII, C).
- D. In the event of gross misconduct, the Musician may be discharged immediately without regard to the Progressive Discipline Policy.

ARTICLE XVII - GRIEVANCE PROCEDURE

- A. **GRIEVANCE DEFINED:** A grievance shall be defined as any dispute or controversy arising during the term of this Agreement between or among the BPO and the UNION, 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 BPO and the UNION. 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 UNION or the Orchestra Committee, on the Union's behalf. The grievance shall be submitted to the Personnel Manager of the BPO. The grievance shall provide enough information to allow the BPO to determine the issue involved (including the applicable provisions of this Agreement, if any), the identity of the parties involved, and the relief sought.

5. STEP ONE: Within seven (7) calendar days following the filing of a grievance, the aggrieved Musician and a representative of the UNION shall meet with the Personnel Manager or other representative of management as designated by the Executive Director of the BPO 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.
6. STEP TWO: If the grievance is not resolved at Step One above, the UNION may elect to refer the grievance to Step Two by giving written notice to the Executive Director of the BPO 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 UNION, the Chairperson of the Orchestra Committee, the Executive Director of the BPO, and the President of the Board of the BPO (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.
7. STEP THREE (ARBITRATION): If the grievance is not resolved at Step Two above, the UNION may refer the grievance to arbitration by giving written notice to the Executive Director of the BPO within seven (7) calendar days after the Step Two meeting. The following procedures shall be applicable to any such arbitration:
 - a. Within fourteen (14) days after the written notice of referral to arbitration, the UNION and the BPO shall attempt to select a mutually-acceptable arbitrator to hear the grievance.
 - b. If the parties fail to agree upon an arbitrator, the UNION shall request that the American Arbitration Association submit a list of arbitrators from which the UNION and the BPO shall select an arbitrator in accordance with the AAA's procedures.
 - c. The arbitrator shall hear the dispute in accordance with the AAA's rules and regulations for the arbitration of labor disputes.
 - d. 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.
 - e. The expenses of the arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the UNION and the BPO.
 - f. 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 XVIII - 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 BPO 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 BPO shall send copies of this letter to the Orchestra Committee and the UNION.
 - c. The Musician shall, upon request, receive a private conference with the Music Director to discuss the warning letter. The Musician may have a member of the UNION or the Orchestra Committee present at such conference as an observer. The BPO 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 BPO shall send a letter to the Musician confirming the withdrawal of the warning letter, with copies to the Orchestra Committee and the UNION.

E. DEMOTION OR NON-RENEWAL

If the Musician does not fulfill the requirements set forth in the warning letter, the BPO 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.

1. 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.
2. The BPO shall send copies of this letter to the Orchestra Committee and the UNION.
3. 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 BPO 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.

F. 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 BPO, with copies to the Orchestra Committee and the UNION, 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.
 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) he/she 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 six (6) of the nine (9) 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.
- G. No person, including but not limited to the BPO, the UNION, 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.
- H. 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 UNION.
- I. A Musician may terminate employment before the end of the Concert Season by giving the BPO at least thirty (30) days' notice of such intent, unless a shorter time period is agreed to between the Musician and the BPO.

ARTICLE XIX - 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 UNION nor the Orchestra Committee shall cause or encourage any such work stoppage, and if any such work stoppage shall occur, the UNION 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 BPO shall not engage in a lockout of the Musicians.

ARTICLE XX - EFFECT OF AGREEMENT AND AMENDMENT

- A. This Master Agreement shall dispose of all demands of either party; not intending, however, 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 XXI - 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 BPO (but not including financial exigencies), the BPO 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 XXII – MISCELLANEOUS

- A. **NON-DISCRIMINATION:** Neither the BPO nor the UNION shall discriminate against any Musician on the basis of race, color, religion, sex, sexual preference, age, national origin, disability, marital status, union activity, or political affiliation.
- 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**

BOULDER PHILHARMONIC ORCHESTRA

Peter Vriesenga, President

Susan Levine, President/CEO

Adolph Mares, Secretary-Treasurer

Dave Fulker, Chair of the Board of Trustees

MUSICIANS' NEGOTIATING COMMITTEE

Debbie Ellett-Holland
Claire Figel
Nancy Gray
Mary Harrison
Devon Park
Eleanor Wells
Pete Vriesenga, DMA Representative
NathanKahn, AFM 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 (BPO) and

[Musician's name] ("MUSICIAN")

[Address]

[Address]

The BPO hereby engages the Services of MUSICIAN who agrees to furnish artistic Services as an orchestral Musician to the BPO 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 [date] and end on [date].
3. The [season] Concert Season shall be [##] weeks in length and the number of Services MUSICIAN is contracted to perform is [###].
4. The first payday of the Concert Season shall be [date].
5. MUSICIAN's salary shall be as follows: Per-Service: [\$###.##]
6. If MUSICIAN is invited by the BPO to perform as a guest artist with the orchestra, compensation for such performances, as well as any stipulations requested by MUSICIAN, shall be privately negotiated between MUSICIAN and the BPO. 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 BPO and will be formalized in a memorandum initialed by both parties, which memorandum shall not supersede the terms and conditions of the current Agreement or this individual employment contract.
7. All terms and conditions of the Master Agreement between the Boulder Philharmonic Orchestra, Inc. and Local 20-623, American Federation of Musicians, shall apply.
8. One (1) copy of this contract must be signed by the MUSICIAN and be received at the BPO 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. and the Denver Musicians BPO Local 20-623, AFM, expires _____. Although negotiations for a new Master Agreement are in progress, the BPO 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 BPO 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 BPO and that you agree to accept employment with the BPO 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 subparagraph's (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.

Appendix 4 - AFM-EP DECLARATION OF TRUST

**Agreement for Collectively Bargained Employees
to Participate in the American Federation of Musicians
and Employers' Pension Fund**

304 East 44th Street
New York, NY 10017
(212) 551-1200

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 (the "Fund"), which is incorporated by reference into this Agreement, shall make pension contributions to 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:

<u>Effective Date</u>	<u>Contribution Rate</u>
August 16, 2006	4%

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 (check off either paragraph (a) or paragraph (b)):

- (a) All wages described in Article VI of this Collective Bargaining Agreement:

OR

- (b) All compensation reported to 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"/> Severance pay | <input type="checkbox"/> New use payments | <input type="checkbox"/> Leader Pay | <input type="checkbox"/> Cartage compensation |
| <input type="checkbox"/> Principal pay | <input type="checkbox"/> Seniority pay | <input type="checkbox"/> Contractor pay | <input type="checkbox"/> Wages earned under |
| <input type="checkbox"/> Travel time | <input type="checkbox"/> Disability pay | <input type="checkbox"/> Music preparation pay | personal service contracts |
| <input type="checkbox"/> Reuse payments | <input type="checkbox"/> Sick leave pay | <input type="checkbox"/> Premium Pay | |
| <input type="checkbox"/> Other (please specify) | | | |

The term "scale wages" shall not include 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.

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
THOMAS F. LEE
1501 Broadway, Suite 600
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 BPO and the UNION 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.

Non-Theatrical Archival Recording
Special Letter of Agreement
Page 2

(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 tapes.

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: _____

DATE: _____

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

DENVER MUSICIANS ASSOCIATION
LOCAL 20-623, AFM

BOULDER PHILHARMONIC ORCHESTRA

By: _____

By: _____

Pete Vriesenga, President

Susan Levine, President

Address:
Boulder Philharmonic Orchestra
2995 Wilderness Place, Suite 100
Boulder, CO 80301

cc: American Federation of Musicians,
Symphonic Services Division

EXHIBIT A

POSITIONS IN THE FULL ORCHESTRA (MINIMUM)

STRINGS

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

WOODWINDS

Principal Flute
Second Flute
Third Flute/Piccolo
Principal Oboe
Oboe II/English Horn
Principal Clarinet

Second Clarinet
Clarinet/Bass Clarinet
Principal Bassoon
Second Bassoon
Third Bassoon/Contrabassoon

BRASS

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

POSITIONS IN THE SINFONIA OF COLORADO (MINIMUM)

Concertmaster
Assistant Concertmaster
4 section first violins
Principal Second Violin
Assistant Principal Second Violin
4 section second violins
Principal Viola
Assistant Principal Viola
2 section violas
Principal Cello
Assistant Principal Cello
2 section celli
Co-Principal Bass
Co-Principal Bass

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