

MEMORANDUM OF AGREEMENT
DENVER MUSICIANS ASSOCIATION, LOCAL 20-623, AFM
BOULDER PHILHARMONIC ORCHESTRA
APRIL 13, 2009

This MEMORANDUM OF AGREEMENT, dated March 13, 2009 is between
THE DENVER MUSICIANS ASSOCIATION AND THE BOULDER PHILHARMONIC ORCHESTRA.

The parties agree to the following modifications of the Master Agreement:

ARTICLE I - TERM OF THE AGREEMENT

This Agreement shall be in full force and effect from August 16, ~~2006~~ 2009 to and including August ~~31,~~
~~2009~~ 2010.

ARTICLE IV,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~~ tenured 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.

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.

CONCERT SEASON: ~~BPO and Sinfonia services scheduled after August 15 and concluding by August 16 of the ensuing year.~~ The Concert Season shall start on September 1 and end on August 31

ARTICLE VI – COMPENSATION (Note: the following reflects a one-year extension of all monetary issues)

A. Minimum compensation for all Services shall be:

	<u>2009-10</u>
Section, Substitute & Extra Musicians:	\$85.00
Asst. Principal, Assoc. & Asst. Concertmasters:	\$93.50
Principal:	\$102.00
Concertmaster:	\$170.00

B. PENSION CONTRIBUTIONS

2. Contribution Rate: 4% of scale wages

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

1. Sideman/Non playing Contractor:

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- 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

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.~~

Note: The following (Categories of Doubling) is new language:

Categories of Doubling

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

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

- 4. Brass:

a. Trumpet	g. Baritone/Euphonium
b. Flugelhorn	h. French Horn
c. Piccolo trumpet	i. Mellophone
d. Tenor trombone	j. Wagner tuba
e. Bass trombone	k. Tuba/sousaphone
f. Alto trombone	

- 5. Strings:

a. Violin	c. Cello
b. Viola	d. Bass

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6. Woodwinds:	
a. Alto, Tenor saxophones	i. Piccolo
b. Soprano saxophones	j. Alto flute
c. Baritone saxophone	k. Bass flute
d. Bass saxophone	l. Oboe
e. Clarinet, Bb or A	m. English horn
f. Clarinet, Eb	n. Bassoon
g. Bass clarinet/alto clarinet	o. Contrabassoon
h. Flute	

7. Percussion: Timpani constitutes a double when combined with percussion and vice versa.

ARTICLE VIII – WORKING CONDITIONS

A,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)~~ one- and one-half hours between them.

B,1. DEADLINES AND DATES - SCHEDULE AND CALENDAR

21 days	Written notice to add a Service to the schedule
	Written notice to add or remove Musicians from the call list <u>concert set roster</u> .

~~C,3. The Personnel Manager shall be responsible for authorizing overtime and recording the length of overtime performed.~~

~~C,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 called by the Personnel Manager.~~

E. STAGE AND PIT CONDITIONS

Insert new #1: Stage shall be set up and available 30 minutes prior to the start of Service.

ARTICLE IX – ABSENCES

A,1,e. Other engagement/personal reasons. The Musician shall give the Personnel Manager at least ~~fourteen (14)~~ twenty-one (21) days' notice in advance of the Service or Services to be missed.

ARTICLE X – MUSIC AND SEATING

A,3. The Librarian shall make music available to Musicians at least two (2) weeks prior to the first rehearsal of that music, unless the unavailability of rental music precludes its distribution on time. Remaining music shall be distributed at least 30 minutes before the start of the first rehearsal of a concert set. The Conductor shall be informed of the time when music is made available to Musicians. 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.

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

D,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 have two (2) votes. ~~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.

E,1. SUBSTITUTE AND EXTRA MUSICIANS

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~~ October 15 of each Concert Season, and thereafter when any re-ranking occurs.

~~**E.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.~~

FORMATTING & EDITING:

- * Delete references to *Sinfonia of Colorado* throughout this contract.
- * BPO notes that there are various sections throughout this contract that need to be re-numbered to address what must have been deletions in previous negotiations. An example would be pages 18 and 19.
- * DOUBLING: There is no Article VII-C in this contract.
- * Page 21. XIV. Electronic media.
BPO proposes to use 'digital media' throughout the contract, to replace the outdated term 'tapes'.

EXHIBIT A – POSITIONS IN THE FULL ORCHESTRA

STRINGS	Assistant Principal Cello	Oboe II/English Horn
Concertmaster	6 section celli	<u>Oboe III</u>
Assistant Concertmaster	Principal Bass	Principal Clarinet
8 section first violins	<u>Assistant Principal Bass</u>	Second Clarinet
Principal Second Violin	5 section basses	Clarinet/Bass Clarinet
Assistant Principal Second Violin	Principal Harp	Principal Bassoon
8 section second violins	WOODWINDS	Second Bassoon
Principal Viola	Principal Flute	Third Bassoon/Contrabassoon
Assistant Principal Viola	Second Flute	
5 section violas	Third Flute/Piccolo	
Principal Cello	Principal Oboe	

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

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SIGNATURES

Peter Vriesenga, President

Susan Levine, President/CEO