

Delaware Symphony Association

Collective Bargaining Agreement

September 1, 2022

DELAWARE SYMPHONY ASSOCIATION AGREEMENT

This Agreement, executed as of September 1, 2022, is by and between the Delaware Symphony Association (hereinafter, the “Association”) and Local 21 - American Federation of Musicians Incorporated of Delaware (hereinafter, the “Local”) of the American Federation of Musicians (hereinafter the “AFM”).

ARTICLE 1 - TERM

This Agreement shall be effective for the period September 1, 2022 through twelve o'clock Midnight on August 31, 2025.

ARTICLE 2 – DEFINITIONS

2.1. “DSO” means the Delaware Symphony Orchestra.

2.2. “Musicians” means and includes those probationary and tenured musicians of the DSO and all substitute and extra musicians engaged by the DSO, as further defined in Article 7.

2.3. “Season” means the period beginning September 1 of each year through August 31 of the following year.

2.4. “Series” or “concert series” means and includes all rehearsals and performances of the same set of musical works.

2.5. “Service” means a rehearsal or performance for which the Musicians are compensated.

ARTICLE 3 – RECOGNITION; SCOPE OF AGREEMENT

3.1. Recognition

The Association recognizes the Local as the sole and exclusive representative for all Musicians employed by the Association, other than substitutes and extras, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

3.2. Scope of Agreement

The terms of this Agreement shall include the DSO Chamber Series, with the following provisions:

- a. The Musicians’ Compensation Rates under Section 17.5 shall apply for ensembles larger than 24 Musicians, while soloist rates shall apply for smaller ensembles.

- b. For Chamber Series Concerts utilizing 24 Musicians or less, the Music Director shall discuss participation with Musicians based on Musicians' seating order as defined in Section 8.1. Members may accept or decline participation in these performances without penalty. The final decision regarding assignments rests with the Music Director, following consultation with other participating musicians.
- c. For any concerts or portion of any concerts utilizing 21 musicians or less, the following two tiers shall apply: (i) Tier 1, compensated at a rate of 30% over principal scale for all works/concerts that are not conducted, and (ii) Tier 2, compensated at a rate of 15% over principal or single stand scale for all works/concerts that are conducted or led by the Music Director, Concertmaster, or soloist.
- d. In addition, for Tiers 1 and 2, the following sections of the Agreement are not applicable:
 - i. Section 13.8. (Order of Works; Music);
 - ii. Section 15.2.5. (Special Attire);
 - iii. Section 16.5 (No Recording or Photography by the Public, only pertaining to the announcement of prohibitions before performances); and
 - iv. Section 17.8. (Holiday and Sunday Premiums, Rain Dates, only pertaining to Sunday Rehearsals).

3.3. Union Steward

The Association recognizes a Union Steward, should one be appointed by the Local, to assist the Local in the enforcement and administration of this Agreement. The Union Steward shall be authorized to designate another tenured Musician to fulfill these functions in the case of the Steward's temporary absence. The designated Musician shall notify the Association that he/she will be acting as Steward prior to the commencement of the first service for which the Musician is acting as Steward.

3.4. Players Committee

3.4.1. The Association recognizes a committee of tenured Musicians (hereinafter referred to as the "Players Committee") to assist the Local in the enforcement and administration of this Agreement. The Players Committee shall meet with the Executive Director not less than once per season, and more often at the request of either party.

3.4.2. The Players Committee shall have the right to make announcements prior to the commencement of any service, so long as said announcements do not delay the scheduled time of the service. With respect to concerts, such announcements shall not be made on stage.

ARTICLE 4 – UNION SECURITY AND ACCESS

4.1. Union Security

4.1.1. As a condition of employment, all probationary and tenured Musicians who are members of the Local on the execution date of this Agreement shall maintain their membership in the Local in good standing. Not later than thirty-one (31) days following their engagement or the date of execution of this Agreement, whichever is later, those probationary and tenured Musicians who were not members of the Local shall become members of the Local and maintain such membership in good standing. Probationary and tenured Musicians who are on leave shall maintain membership in the Local in good standing.

4.1.2. All substitute and extra 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 AFM and maintain such membership as a condition of employment. Any substitute or extra Musicians hired for three series during the Season may be required to join the Local, as detailed in Articles 4.1.2 and 4.1.3, before being offered or accepting any more services during the Season.

4.1.3. Maintenance of such membership(s) in good standing shall be interpreted to mean the proper payment of the Local/AFM initiation fees, membership dues, player conference dues, and work dues uniformly required.

4.2. Union Access

The Local shall be permitted reasonable access to the Musicians whenever such access does not interfere with Association activities or cause the Association to incur any expense.

4.3. Work Dues Check-Off

4.3.1. Upon receipt of a Dues Check-Off Authorization Form, the Association agrees to deduct from the wages of each Musician, work dues, in such amounts as are uniformly required by the Local of its members. The Dues Check-Off Authorization Form shall be irrevocable for a period of one (1) year or until the expiration of the then current Agreement, whichever occurs sooner, and the authorization shall be renewed automatically for successive periods of one (1) year or the period of each succeeding applicable Agreement, whichever is shorter. The Association shall remit to the Local all monies deducted along with an itemization by name and amount, of those Musicians for whom deductions have been made, no later than fifteen (15) business days following each pay period. The DSO shall provide the Local with the payroll schedule at the beginning of each season.

4.3.2. If, after fifteen (15) days from the due date, the Local has not received payment, an additional payment of one-half (1/2) percent of the delinquent payment shall be due from the Association to the Local. This section shall not be construed to apply to any individual oversight, but rather only to the Association's failure to timely remit the collective Musicians' dues.

ARTICLE 5 – MANAGEMENT RIGHTS

It is expressly understood and agreed that the Association acting by and through its managerial and artistic staffs, exclusively reserves unto itself all proper and necessary inherent rights to manage the DSO's business, artistic affairs, and the orchestra, except as specifically provided in this Agreement. Nothing in this Article shall be used to change or modify the terms of this Agreement without the express written agreement of the parties.

ARTICLE 6 – NON-DISCRIMINATION

The Association shall not discriminate against any Musician on the basis of race, color, religion, sex, sexual orientation, age, national origin, marital status, genetic information, union activity, political affiliation, disability, or other status protected by law.

ARTICLE 7 – MUSICIANS

Musicians shall be categorized as Tenured, Probationary, Substitute or Extra.

7.1. Tenured Musicians

A Tenured Musician is a Musician who has successfully completed his/her probationary period with the DSO, and been offered and accepted an Individual Contract for a position in the Orchestra.

7.2. Probationary Musicians

A Probationary Musician is one who has been offered and accepted an Individual Contract with the DSO as a probationary Musician in the orchestra, but who has not completed a probationary period consisting of at least twelve months following contract issuance.

7.3. Substitute Musicians

A Substitute Musician is one who is employed by the DSO on a temporary basis to fill a position defined in Section 8.1.

7.4. Extra Musicians

An Extra Musician is one who is employed by the DSO on a temporary basis to fill a position not defined in Section 8.1, but contracted under the same terms used for those positions defined in Section 8.1.

ARTICLE 8 – ORCHESTRA POSITIONS

8.1. Orchestra Positions Defined

The DSO shall include the following positions:

Concertmaster (separately negotiated contract)

Associate Concertmaster (A contract)

Assistant Concertmaster (A contract)

11 Rotating 1st Violins (B contracts)

Principal 2nd Violin (A contract)

Associate Principal 2nd Violin (A contract)

Assistant Principal 2nd Violin (A contract)

10 Rotating 2nd Violins (B contracts)

Principal Viola (A contract)

Associate Principal Viola (A contract)

Assistant Principal Viola (A contract)

7 Rotating Violas (B contracts)

Principal Cello (A contract)

Associate Principal Cello (A contract)

Assistant Principal Cello (A contract)

7 Rotating Celli (B contracts)

Principal Horn (A contract)

2nd Horn (A contract)

3rd Horn (B contract)

4th Horn (B contract)

Principal Trumpet (A contract)

2nd Trumpet (A contract)

3rd Trumpet (C contract)

Principal Bass (A contract)

Associate Principal Bass (A contract)

Assistant Principal Bass (A contract)

5 Rotating Bass (B contracts)

Principal Flute (A contract)

2nd Flute (A contract)

3rd Flute/Piccolo (C contract)

Principal Oboe (A contract)

2nd Oboe (A contract)

English Horn/Oboe III(C contract)

Principal Clarinet (A contract)

2nd Clarinet (A contract)

Bass Clarinet (C contract)

Principal Bassoon (A contract)

2nd Bassoon (A contract)

Principal Trombone (A contract)

2nd Trombone (B contract)

Principal Bass Trombone (B contract)

Principal Tuba (B contract)

Principal Timpani (A contract)

Principal Percussion (A contract)

Associate Principal Percussion (B contract)

Principal Harp (C contract)

Principal Keyboard (C contract)

8.2. Additions to the Orchestra Positions

Any modification of orchestra positions shall be negotiated by the parties.

ARTICLE 9 – ENGAGEMENT OF MUSICIANS

9.1. Guaranteed Services

9.1.1. Each Probationary and Tenured Musician shall have first call on all services in the position occupied by the Musician in the Orchestra.

9.1.2. The Association shall offer each Probationary and Tenured Musician a guaranteed minimum number of annual services, as follows:

A Contract:	2022-2023: minimum offer: 36
	2023-2024: minimum offer: 38
	2024-2025: minimum offer: 40
B Contract:	2022-2023: minimum offer: 34
	2023-2024: minimum offer: 36
	2024-2025: minimum offer: 38
C Contract:	2022-2023: minimum offer: 16
	2023-2024: minimum offer: 18
	2024-2025: minimum offer: 20

9.1.3. Any service that is offered to and declined by a Musician will count toward the total guaranteed services that must be offered by the Association.

9.2. Individual Annual and Supplemental Contracts

9.2.1. Individual annual and supplemental contracts between the Association and Probationary and Tenured Musicians (the “Individual Contracts”) shall enjoy the protections of this Agreement, and this Agreement shall become and constitute a part of each Individual Contract. Individual Contracts shall not contain less favorable wages, terms and conditions than this Agreement. All Individual and any personally negotiated Contracts shall be forwarded to the Local once all have been received by the Association.

9.2.2. By May 31 of each year (the “Annual Contract Issue Date”), each Probationary and Tenured Musician shall be offered, via mail or in electronic form, an Individual Contract for the upcoming season. The Musicians shall indicate, via mail or in electronic form, by June 30, which series they shall accept. Any annual contract offer that is not timely accepted shall be deemed declined.

9.2.3. Each Individual Contract shall include:

- a. The instrument(s) to be played;
- b. Position or title of the Musician;
- c. Tenure status of Musician (Tenure is determined by successful completion of the Musician's probationary period, and approval from the corresponding section Principals and original Audition Committee members);
- d. The series (i.e., scheduled performances and related rehearsal services), repertoire, and venues for which the Musician's services are requested for the upcoming season, to the extent they are then known; and
- e. Each Musician's pay rate, which in no case shall be less than the minimum wage scale for that position as set forth in this Agreement.

9.2.4. The Association may offer the Musicians additional, supplemental contracts, by mail or in electronic form, whenever new rehearsal or performances are planned after the Annual Contract Issue Date. The Musicians shall indicate, via mail or electronic media, within 30 days of their receipt of any supplemental contract offer, which additional series they shall accept. Any supplemental contract offer that is not timely accepted shall be deemed declined.

9.3. Cancellation of Contracted Services

Provided that written notice by mail or in electronic form is given so that it is received at least 30 days prior to the service in question, either the Musician or the Association may cancel any contractual commitment for a service(s) without further obligation or suffering any penalty. If the Association cancels a service with less than 30 days' notice, the Musician shall be paid for the service.

If the Association changes the date or time of a contracted service, or adds a service, within the aforementioned 30-day deadline, Musicians shall seek, in good faith, to accommodate the change. If a Musician cannot accommodate the change, he/she shall be excused from the service(s) without penalty, and shall be compensated for changed services. The DSO will determine on a case-by-case basis whether or not a Musician unable to participate in an added service requires a replacement substitute for one rehearsal and to perform the added service. The Musician will not be paid for services not performed; the substitute will be paid for the rehearsal and added service(s) performed.

9.4. Force Majeure

Should the Association cancel a service(s) due to an Act of God, riot, any act of any public authority or any other cause beyond the control of the Association (collectively, "Force

Majeure”) at the service location, but not including financial exigencies, Musicians shall not be compensated for the cancelled services. If one or more services of a series is cancelled due to Force Majeure, the Musicians shall be compensated for all services actually performed. Weather is not considered “Force Majeure” for outdoor services, but will be considered for conditions that prevent the rehearsal and/or performance at the rain site.

9.5. Notice of Cancellation

9.5.1. The Association shall notify the Musicians of any cancelled or rescheduled service(s), and the Musicians shall notify the Association of any cancellation(s), as promptly as possible. Notification from the Association will be made by electronic means (i.e., e-mail, text) and will also be posted on the Musicians’ website and the Personnel Manager’s office extension outgoing voice mail message.

9.5.2. The parties shall have complied with their obligations to provide notice if (1) the party in question receives notice; or (2) the party providing notice take reasonable steps to provide such notice under the circumstances.

9.6. Voluntary Demotion

9.6.1. Any non-Principal titled chair Musician who wishes to resign from his or her position and step back into a vacant position in that section may do so by the agreement with the Music Director, following the Music Director’s consultation with the Principal of the section involved. Any Principal Musician who wishes to resign from his or her position and step back into a vacant position in that section may do so by the agreement with the Music Director, following the Music Director’s consultation with the other Principals of the section’s family of instruments (ex. strings, woodwinds, brass, etc).

9.6.2. Voluntary demotion shall not require an audition. In the event there is no vacancy in the section of the Musician seeking voluntary demotion, at that Musician’s option he/she will be placed as first call on the substitute list for a period not to exceed one calendar year from the date of his/her resignation. Should a vacancy occur within the section during that one calendar year period, he/she may be moved into a section position following the procedures specified herein. Filling a Principal or titled position vacated in the manner described above will first be by internal audition. If there are no successful internal candidates, or no internal candidates apply, an audition will be held for the position in accordance with normal audition procedures (Article 11).

9.7. Personal Contact Information

Each Musician shall supply the Personnel Manager of the Association, in writing, with his/her current telephone number(s), e-mail address(es), and mailing address, as well as any other information reasonably requested by the Association. It is the responsibility of the Musician to keep this information current.

**ARTICLE 10 – ENGAGEMENT OF SUBSTITUTE
AND EXTRA MUSICIANS**

10.1. Substitute List

10.1.1. A substitute list of musicians, which may include Probationary and Tenured Musicians, will be compiled in a call order by the Music Director, after consultation with the Principal Musician for each section of the orchestra. The lists shall be supplied to the Local.

10.1.2. Substitute lists shall exist for the standard orchestral instruments as set forth in Article 8, Orchestra Positions.

10.1.3. The substitute lists may be amended from time to time, and shall be reviewed by the Music Director and the Principal of each section at the end of each season.

10.2. Substitute Call Order; Seating

10.2.1. Except as provided in section 10.2.2, below, the priority for hiring substitute and extra musicians shall be in the call order of the substitute list.

10.2.2. For reduced orchestra services, probationary and tenured Musicians who are listed on the substitute list for the needed positions, and who are not already engaged for those services, shall be called first. The Association shall make its best effort to offer to tenured and probationary section members, in that order, any services applicable to his/her position before engaging a substitute.

10.2.3. Except for titled positions in the string sections, no substitute shall be seated ahead of a Probationary or Tenured Musician without that Musician's consent.

10.2.4. In the event that a titled chair Musician accepts and then later cancels a series, and then becomes available again, that Musician shall accept section seating if 1) their position has already been filled, and 2) there is an opening in the section that will not cause the cancellation of any other Musician's hire for that series. Said titled chair Musician will be seated in such a way as to not disturb any rotation established for that series.

ARTICLE 11 – AUDITIONS

11.1. Vacancies

11.1.1. Auditions shall be held as soon as possible but not more than one hundred eighty (180) days after the occurrence of the vacancy. The Association shall provide notice to the

Local when a vacancy occurs. The Music Director and Principals from the section will be consulted for their recommendations of potential candidates for temporary appointments.

11.1.2. A vacancy shall be created by one or more of the following:

- a. A Probationary or Tenured Musician resigns, retires, or dies;
- b. A Probationary or Tenured Musician's dismissal has been finalized in accordance with the provisions of this Agreement;
- c. A position is added to the Orchestra.

11.1.3. If for any reason a Musician plans to retire or resign from the DSO, he/she shall notify the Association as soon as possible.

11.1.4. In the event that an audition for a vacant position has not or could not be conducted, and a Substitute Musician has been employed in that vacant position for at least (1) one full season, said season may be considered to be the audition, and a contract may be awarded to the Substitute Musician after consultation with the Music Director, section Principals, Players' Committee, and Personnel Manager. If the aforementioned individuals decide that a contract should be awarded, then a secret ballot of the orchestra's Musicians shall be conducted, and if a majority of those voting support the award of a contract, then a contract shall be offered.

11.2. Audition Announcements

11.2.1. The Association shall publish audition notices at least sixty (60) days in advance of the audition date for interested musicians to apply and to adequately prepare. Auditions shall be advertised in the Local Union Newsletter, the International Musician, and any other media deemed appropriate by the Association.

11.2.2. Audition notices shall be clear and complete, specifying the position(s) 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 will be held. This same information shall be given to the Local, the Players Committee, and the Audition Committee at the same time.

11.3. Audition Applications and Responses

11.3.1. All applicants shall be sent written responses to their applications, which shall include clear instructions setting forth date, time (including the applicant's planned audition time) and place of the audition, the complete audition repertoire (excluding sight-reading repertoire), and parts for announced excerpts that are not generally

available. All parts supplied by the Association shall be in good condition, legible, and clearly marked as intended to be played at the audition. All candidates shall receive the same excerpt parts.

11.3.2. All information regarding the policies and procedures governing auditions shall be included with the notice set forth above.

11.3.3. Applicants shall be given notice that if they choose not to attend the audition, they should promptly notify the Personnel Manager or other designated person.

A deadline of two weeks prior to the scheduled audition date will be established to receive a deposit from each applicant. The amount and acceptable type of deposit (check, etc.) will be decided by the Executive Director and the Personnel Manager.

11.3.4: Should the number of applicants outnumber the space available for all candidates to be heard, the Personnel Manager will forward redacted résumés received to a subset (at least 2 members) of the Audition Committee. Anonymity will be assured by redacting names, gender, age, and dates of education and experience. The Audition Committee will confer and respond with a list of candidates they wish to include.

11.4. Audition Committee

11.4.1. The Audition Committee shall assist the Music Director in hiring Musicians, with the decision of the Music Director to be considered final.

11.4.2. The Audition Committee shall consist of a minimum of four (4) Musicians in the following combinations (with any exception or substitutions to be agreed upon by the Players Committee and the Local). The Audition Committee members shall include the following combinations, and shall be selected by the Music Director, in consultation with the Principal of the section involved:

- a. Strings: Three or four (3 or 4) Principal string players, including the Principal of the section involved; one (1) Tenured Musician of the section involved.
- b. Winds: Three or four (3 or 4) Principal wind players, including the Principal of the section involved; one (1) Tenured Musician of the section involved.
- c. Brass: Three or four (3 or 4) Principal brass players, including the Principal of the section involved; one (1) Tenured Musician of the section involved.
- d. Percussion/Timpani: Principal percussion and Principal Timpanist; two (2) principals.
- e. Harp/Piano: Three (3) Principals plus one (1) Tenured Musician.

11.4.3. Immediate family members of, or those whose service on the committee gives rise to any legitimate claim of bias (e.g., a live-in relationship with a candidate or similar relationship), as established by a majority vote of the committee, are not eligible to serve on Audition Committee(s) for the affected audition(s).

11.4.4. In the event that no Musician who plays the instrument in question is available to serve on the Committee, the Music Director and other Committee members (as defined in 11.4.2) shall confer and agree on a non-member substitute, in consultation with the Players Committee.

11.5. Audition Procedure

11.5.1. The Executive Director or the Association's designee shall run auditions and be responsible for implementing the procedures described in this Article.

11.5.2. Auditions shall not be held if the Music Director is absent, or if fewer than three (3) audition committee members are present. However, the Music Director may attend a preliminary round at his/her discretion.

11.5.3. Auditions shall begin no earlier than nine o'clock (9:00) AM and shall end no later than ten o'clock (10:00) PM, unless this requirement is waived by the Audition Committee. The Audition Committee shall determine when breaks and meal breaks are required.

11.5.4. Anonymity of candidates shall be maintained in all auditions, to ensure that the determination of the Audition Committee is based on the performance of the candidates and not upon other factors.

- a. A screen or similar device shall separate the candidates and the Audition Committee. However, the screen/device may be removed for the final round, or if performance in an ensemble that includes one (1) or more of the Audition Committee is required ("chamber round"). Audition Committee members shall discuss the possibility of including a chamber round in advance of the audition, and shall come prepared to participate in a chamber round if agreed to.
- b. Where a screen or similar device is used, candidates shall be identified by number only. In addition, during screened auditions, persons auditioning shall not speak to the Audition Committee directly, but only through the proctor.
- c. A candidate may be disqualified if he/she commits any act that compromises the anonymity of the audition. If such compromise occurs, the Local representative and the Association designee shall confer and agree upon

appropriate corrective measures causing the least disruption of the audition as possible, including, if necessary, rescheduling the audition in whole or in part.

11.5.5. Each candidate will be given not less than twenty (20) minutes' notice prior to the commencement of the candidate's audition, and the Association will make best efforts to provide each candidate with a private room for at least ten (10) minutes before the audition. The length of each candidate's audition, exceeding the first three (3) minutes, shall be at the discretion of the Audition Committee.

11.5.6. Each candidate shall be required to perform a group of orchestral excerpts that have been prepared in advance and, at the discretion of the Audition Committee, may be required to perform a group of orchestral excerpts read at sight. Excerpts shall be chosen in advance by the Music Director, after consultation with the Principal of the instrument involved. If excerpts are not generally available to candidates, the Association shall be responsible for providing these excerpts.

11.5.7. At the discretion of the Audition Committee, candidates also may be required to perform a solo from the standard repertoire of the candidate's instrument, without accompaniment.

11.5.8. The first round of auditions shall be preliminary. At the discretion of the Music Director and the Audition Committee, additional rounds may be held, and considered semi-finals and finals.

- a. In the preliminary round, applicants will be heard in groups of from five (5) to eight (8) candidates, when possible. After each group of candidates has been heard, the Audition Committee will briefly discuss their advancement, if any. Either the Music Director or a majority of the Audition Committee may advance a candidate to the next round of auditions.
- b. Any probationary or tenured Musicians, and any musicians temporarily appointed to positions in the orchestra, may be exempted from participating in the preliminary round of auditions, if they wish.

11.5.9. The Local will have a representative present to ensure that auditions are conducted according to these procedures.

11.6. Audition Committee Voting and Results

11.6.1. All votes of the Audition Committee shall be by secret ballot, administered by the Association's Executive Director or designee, following full discussion by the Audition Committee and Music Director.

11.6.2. Members of the Committee shall each have one (1) vote and their votes in the aggregate shall constitute 50% of the aggregate vote; the Music Director shall have the number of votes equal to 50% of the aggregate vote. If the vote results in a tie, the Music Director shall have an additional vote or, at his/her discretion, an additional round shall be held to hear the tied candidates.

11.6.3. The Audition Committee shall determine the final status of each candidates as one of the following:

- a. Winner of the audition; or
- b. Runner(s)-up, which individual(s) may be awarded a probationary contract for the exact position if the winner does not successfully complete the probationary period to obtain tenure or the position is vacated within one year. Any section string openings may be filled by the runner-up within one year.
- c. Acceptable to play with the DSO as a substitute, which individual shall be added to the substitute list; or
- d. Not selected as the winner, runner-up, or a substitute.

11.6.4. In the event that a section player wins an audition for a Principal position, after a vote of the Music Director and Audition Committee as provided in section 10.6.2, the section position may be offered to the runner-up of the audition.

11.6.5. Candidates may be notified of their status immediately following the audition process. The Association shall notify candidates who remain under active consideration after auditions are completed, in writing, no later than two (2) weeks following completion of the audition.

11.6.6. The winner of any audition shall be offered a probationary contract with the DSO.

11.7. Concertmaster Auditions

11.7.1. In addition to the procedures set forth above, concertmaster auditions shall include the following procedures:

- a. Final auditions for concertmaster may include performance by each candidate in one (1) or more concert series.
- b. Concertmaster candidates who perform with the DSO as part of the audition process shall be compensated at two hundred percent (200%) of the base per service rate.

11.7.2. In the event that the Associate or Assistant Concertmaster wins the Concertmaster audition, after a vote of the Music Director and Audition Committee as provided in section 10.5.2, the Associate or Assistant position may be offered to the runner-up of the concertmaster audition.

ARTICLE 12 – PROBATION, NON-RENEWAL, DEMOTION, AND DISMISSAL

12.1. Probationary Period, Non-Reengagement

12.1.1. The period beginning with the issuance of a Musician’s contractual employment and ending with Tenure status as defined in Section 12.1.4 shall be considered his or her probationary period. At the discretion of the Music Director, this period may be extended an additional twelve months.

12.1.2. During the probationary period, upon written request by a Probationary Musician, the Music Director shall provide one (1) written evaluation.

12.1.3. During the probationary period, the Association may demote or terminate a Probationary Musician, in which case the Musician shall not have recourse to the Peer Review Procedure, or the grievance process for demotion/termination. Notwithstanding, nothing herein shall preclude the Musician, or the Union on his/her behalf from taking appropriate action for demotion or termination, due to allegations of discrimination in any discrimination category specified in Article 6.

12.1.4. The Association shall give a Probationary Musician written notice, no later than twelve months from the date of issuance of their first personal contract, if he/she will be re-engaged or the probationary period will be extended for the next season, with copies to the Local and the Players Committee. Tenure status of a Musician is determined by successful completion of twelve (12) months of performance and approval of the Music Director, following the Music Director’s consultation with the corresponding section principals and original Audition Committee members.

12.1.5. In the absence of written notice of non-re-engagement or extension of the probationary period, as provided above, a Musician will be deemed to have successfully completed his or her probationary period and shall be considered a tenured member of the DSO.

12.2. Tenured Musicians, Dismissal and Demotion

12.2.1. The Association shall not demote or terminate a tenured Musician except for demonstrated, repeated and unremedied failure of musical performance (“Artistic Dismissal” or “Artistic Demotion” as applicable) or for just cause.

12.2.2. Artistic Dismissal/Demotion shall be based upon the performance in their contracted role on the Musician's primary instrument as stated in his/her Individual Contract. The Association shall notify a tenured Musician no later than May 31 of any season if it intends not to renew that Musician's contract, as follows:

- a. By certified mail, return receipt requested and postmarked no later than May 31, the Association shall issue a written warning, containing the specific wording that "Artistic Dismissal/Demotion [as applicable] as set forth in Article 12 of the Collective Bargaining Agreement" is being contemplated. The notice also shall indicate the specific perceived artistic deficiencies in the Musician's performance.
- b. Copies of all such notices shall be sent to the Local and the Players Committee.

12.2.3. The Musician in question shall have one (1) full season to correct the perceived deficiencies.

12.2.4. If the Music Director determines at any time after the Musician has been informed that his/her Artistic Dismissal/Demotion is being contemplated that the Musician's level of performance has improved to the Music Director's satisfaction, the Association shall promptly notify the Musician in writing that the notice of Artistic Dismissal/Demotion is withdrawn. Copies of all such notices shall be sent to the Local and the Players Committee.

12.2.5. If such notice is not withdrawn, then no later than May 31, at end of the warning season, the Association shall notify the Musician in writing, by certified mail, stating that his/her contract shall be terminated and not renewed, and that the Musician is dismissed or demoted, as the case may be ("Notice of Artistic Dismissal/Demotion"). In that case, the Musician may appeal as provided in Section 12.2.6. Copies of all such notices shall be sent to the Local and the Players Committee.

12.2.6. If a Musician disputes the action of the Music Director as set forth in Section 12.2.5 above, the Musician shall have the right to appeal such decision to the Peer Review Committee (if the appeal relates to artistic merit) or under the Grievance and Arbitration Procedure (if the Musician contends the action is not in fact based on artistic reasons).

12.2.7. The Musician's employment shall continue in his/her current position until the Appeals Process is completed or the time period for appeal has expired.

12.3. Peer Review Procedure

12.3.1. Within ten (10) days following his/her receipt of a Notice of Artistic Dismissal/Demotion the Musician shall submit to the Association a Notice of Appeal, in

writing, with copies to the Local and the Players Committee, requesting review and a decision by the Review Committee.

12.3.2. The Peer Review Committee shall select a Chairperson and a Secretary.

12.3.3. The Peer Review Committee shall schedule one or more hearings, as necessary. The hearing(s) shall be held in a timely manner, as soon as practicable, but no less than thirty (30) days from the receipt of the written Notice of Appeal.

12.3.4. At the hearing(s), the Peer Review Committee shall first hear from the Music Director regarding the reason(s) for demotion or dismissal. 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 before the Peer Review Committee. An advocate for the appellant may be present during the hearings, as well as a representative from management. However, only the Peer Review Committee shall be present during deliberations.

12.3.5. The Peer Review Committee, after due consideration, shall vote by secret ballot whether the decision to remove the Musician for artistic reasons shall be upheld. Each member of the Peer Review Committee shall have one (1) vote. The decision of the Music Director may be overturned only by a majority vote of the five (5) Peer Review Committee members. The Peer Review Committee decision shall be final and binding on all parties.

12.3.6. The Chairperson and the Secretary of the Peer Review Committee, shall count the votes with all five (5) Peer Review Committee members present. Only the result, not the number of votes cast to uphold or reverse the Musician Director's decision, shall be revealed by the two members counting the votes.

12.3.7. The Peer Review Committee Chair shall give notice to the Musician of the decision of the Peer Review Committee by certified mail, return receipt requested, within three (3) days of the final hearing. Copies of that notice shall be provided simultaneously to the Executive Director of the Association, the Local, and the Players Committee.

12.3.8. No failure by the Peer Review Committee to follow the procedures provided in this Article shall invalidate the Committee's decision, or be subject to grievance or arbitration.

12.4. No Retaliation

No person, including but not limited to the Association management, the Local, the Players 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.

ARTICLE 13 – SERVICES AND WORKING CONDITIONS

13.1. “Service” Defined

A service shall be defined as a unit of work upon which wages are based.

13.1.1. Except as provided below, each rehearsal or each concert shall be considered one (1) service.

13.1.2. Two (2) Youth/Family concerts in the same venue shall constitute one (1) service for consideration of season offer counting but shall be paid as one and one-half (1 ½) services as shown in the table under Section 13.3.2.

13.1.3. A Concert with an alternate rain-date shall be considered to be one (1) service and the Musicians shall be compensated at one hundred fifty percent (150%) of the service rate. A rain-date must be scheduled to be performed within fifteen (15) days of the canceled service.

13.1.4. If a sound check is required for an outdoor service, the sound check shall be considered to be part of the primary service and time shall be measured from the start of the sound check call time.

13.2. Call Time

All Musicians shall be seated and ready to play at the start of the announced service time (the “call time”). Tuning shall commence at the call time.

13.3. Service Length; Official Clock

13.3.1. The Association shall provide an official clock to measure the length of any services and related breaks, which will be set by the Union Steward. Time shall be measured beginning from the call time for the service.

13.3.2. Services shall be subject to the maximum length, required breaks, maximum day length and service pay provisions set forth in the chart below. In the case of chamber series or non-conducted series, Musicians may decide as a group by group consensus, at least 72 hours prior to the start of the rehearsal cycle, if they wish to change the required minimum time between services.

Service type	Max. length	Min. break before, (on multiple service days)	Break	Break After	Max day length	Service pay rate
Reg. Reh.	2.5 hrs.	1.5 hrs.	15 min.	1.5 hrs.	7.5 hrs.	One 2.5 hrs.
Reg. Perf.	2.5 hrs.	2 hrs.	15 min.	1.5 hrs.	7.5 hrs.	One 2.5 hrs.
Warm-Up Reh.	1 hr.	30 min.	N/A	N/A	7.5 hrs.	1 Warm-Up reh.
Sound Check	15 min.	N/A	N/A	N/A	7.5 hrs.	½ Warm-Up reh.
Pops Reh.	2.5 hrs.	1.5 hrs.	15 min.	1.5 hrs.	7.5 hrs.	One 2.5 hr. reh.
Pops Perf.	2.5 hrs.	2 hrs.	15 min.	1.5 hrs.	7.5 hrs.	One 2.5 hr. perf.
Youth/ Family Reh.	2.5 hrs.	N/A	15 min.	1.5 hrs.	7.5 hrs.	One 2.5. reh.
Youth/ Family Perf.	4 hrs.	N/A	15 min.	1.5 hrs.	7.5 hrs.	1.5 x 2.5 hr. perf.
Opera/ Ballet/ Oratorio/ Mus.Theater/ Staged Opera reh.	3 hrs.	1.5 hrs.	2 @ 10 min.	75/120 min.	7.5 hrs.	One 3 hr. reh.
Opera/ Ballet/ Oratorio/ Mus.Theater/ Staged Opera perf.	3 hrs.	2 hrs.	2 @ 10 min.	75/120 min.	7.5 hrs.	One 3 hr. perf.

13.4. Overtime; Breaks

13.4.1. That portion of a service that exceeds the time limits set forth above shall be overtime, which shall be apportioned in fifteen (15) minute increments.

13.4.2. No more than two (2) overtime increments can be added to any one (1) service.

13.4.3. For any rehearsal, a five (5) minute break shall be held at the beginning of overtime, which shall be counted as part of the first fifteen (15) minute segment of overtime. However, the first five (5) minute break may be moved to the end of the first segment of overtime if approved by a majority of the Musicians present.

13.5. Warm-up and Sound Check Rehearsals

A warm-up or sound check rehearsal may be scheduled as a required service on the day of a performance. Only material to be performed at that particular performance may be played at the warm-up or sound check rehearsal. Call time shall constitute the start of the service day (unless there is a prior service) and end at the conclusion of the performance. For purposes of section 13.3, the warm-up or sound check rehearsal shall not be considered the start time for a performance.

13.6. Open Rehearsals

13.6.1. The Association may schedule open rehearsals at its discretion, but not during the first rehearsal of any work or movement. Open rehearsals shall be limited to a maximum of one hundred (100) listeners, who shall be seated in the audience area of the auditorium. At no time shall the activities of the audience be permitted to interfere with the regular activities of the rehearsal.

13.6.2. The Association shall give the Musicians a minimum of three (3) weeks' notice of its intent to hold an open rehearsal.

13.6.3. Musicians shall not be required to wear any specified uniform during open rehearsals, and shall be paid at their normal rehearsal rate.

13.7. Full Instrumentation

13.7.1. No work in a classical series shall be performed without full instrumentation as indicated in the score. Any omissions that are in compliance with customary performance practice may be made by the Music Director, in consultation with the principal of the section where the omission is to occur.

13.7.2. Except for any extra sectional rehearsals that may be scheduled, all Musicians required to play any particular work (or movement of a work) shall be called for all rehearsals of that work.

13.8. Order of Works; Music

13.8.1. The Association shall advise Musicians of the order of the works to be performed at all services no less than three (3) days in advance of the first rehearsal for each series, and earlier if possible, which information shall also be posted. The Music Director may change the schedule up to the intermission of the first rehearsal, after which time no changes shall be made.

13.8.2. The Association shall notify the Musicians of any changes in the work schedule as soon as practicable.

13.8.3. The Association shall make its best effort to provide music to all Musicians as soon as possible but no less than thirty days prior to the first service of any series. The Concertmaster and Music Director shall confer prior to the beginning of the season to discuss bowings for the upcoming season's repertoire, with a goal of deciding on major concepts and incorporating any personal preferences. Music shall be provided to all string Principals with sufficient time in advance of the thirty day deadline to make bowings in the parts. In the event that a Principal bows parts for a series, and a new Principal replaces him/her, the series may be rebowed by that new Principal if the parts have not yet been passed down the line to subsequent Principals to be bowed. If the subsequent-order Principals have already made their bowings, new bowings may only be made with agreement by those affected Principals. Musicians may leave music being performed on their music stands between each rehearsal and must leave the music on their stands following the final concert of a series, unless otherwise directed by Association personnel. Musicians are responsible for the replacement cost of music that is damaged, lost, or otherwise rendered unusable.

13.9. Seating and Rotation

13.9.1. Musicians assigned to the rotating seats in the string sections will rotate in a clockwise manner for each series of Classical or Pops concerts. The rotation plan will extend to offers of services, once all musicians in rotating seats have been offered their minimum requirement and extra services are created.

13.9.2. In the temporary absence of the principal player (or concertmaster) of any string section, wind section (except horns -- see below), or percussion section, the opportunity to advance to the vacant seat shall be offered in the following order:

- a. the associate principal (or associate concertmaster);
- b. the assistant principal (or assistant concertmaster), and then; and
- c. rotating members of that section.

13.9.3. In the temporary absence of the principal player of the horn section, the opportunity to advance to the vacant seat shall be offered in the following order:

- a. Third Horn, then
- b. Second Horn
- c. Fourth Horn

13.9.4. Except for titled positions in the string sections, Probationary and Tenured Musicians have the option to opt out of being seated ahead of their current position, without penalty. It is understood that any Musician who obtains a Titled String chair, or advances from the section into a Titled String position to fill a temporary vacancy, must advance within the section in the event of any subsequent absences. Prior to the beginning of each season, each Principal shall provide the Music Director with a suggested list of section members who they feel are able to advance; the Music Director shall determine the final list. The Personnel Manager shall apply a rotation order to the list.

13.10. Temperature

13.10.1. The acceptable indoor temperature range shall be sixty-eight (68) to eighty-five (85) degrees F. The acceptable outdoor temperature range shall be sixty-four (64) to ninety (90) degrees F. The temperature must be within the acceptable range before a service may begin.

13.10.2. If the temperature exceeds the acceptable range during a service, the segment of the work which is underway may be concluded or the service immediately discontinued, at the discretion of the Music Director.

13.10.3. Correction of the temperature (if possible) to fall within the acceptable range must occur within thirty (30) minutes for the service to continue. In that case, the time required to correct the temperature shall count as service time. If a service is cancelled due to temperature, the Musicians shall receive full payment for the service.

13.11. Safety; Access

13.11.1. The Association will make every reasonable effort to ensure that safe and secure conditions prevail for all services, including the following:

- a. adequate rehearsal space (including temperature control if indoors);
- b. adequate security for Musicians, instruments, and personal belongings;
- c. safe access-way to and from rehearsal and concert site and to parking areas or places of embarkation or disembarkation;

- d. adequate changing and lavatory facilities;
- e. adequate lighting backstage at all services for 1/2 hour prior to the service, and for twenty minutes following the departure of the concertmaster from the stage;
- f. hazard free, level access to both sides of the stage for all services, and stairs to all access points of risers higher than one foot; and
- g. Musicians shall not be required to perform under conditions known to the Association to be hazardous to persons or property.

13.11.2. Rehearsal, stage, and immediate back stage areas shall be designated as nonsmoking areas.

13.11.3. Musicians shall have access to the stage at least thirty (30) minutes prior to each service.

13.11.4. The Association shall provide:

- a. Seating for all musicians, including stools for bass and timpani players;
- b. Plexiglas shields at least ¼ inch thick for any Musician who is seated within ten feet (10') of any frontal projection brass instrument or any percussion instrument (including trap set and timpani). Sound shields shall be in place for all services;
- c. Music clips for outdoor services; and
- d. Earplugs, when services are to include sounds of high intensity, such as cannon or rifle shots, loudspeakers, or other electronic equipment or instruments. In that event, the Association shall notify the Musicians that such conditions will exist in advance of any service.

13.11.5. An authorized representative of the Association (which may include the Personnel Manager, Librarian, or Production Manager) will be present at all services, who will be responsible together with the Union Steward, to resolve any issues that arise regarding working conditions.

13.12. Outdoor Services

13.12.1. Musicians shall not be required to perform outdoors without adequate protection from the elements, including direct sunlight, winds of sufficient force to overturn music stands, precipitation, or any conditions which may endanger the Musicians or their property.

13.12.2. If the weather is inclement, outdoor services shall be moved to an alternate indoor site or cancelled. If possible, the Association will provide notification of cancellation or an alternate site no later than two (2) hours prior to the start of the service.

13.13. Travel

13.13.1. At the beginning of each season, a vote shall be conducted among the members scheduled to perform any run-outs to determine their wishes for a bus to be provided for any series involving a run-out, as defined in 17.12.1. If a majority of members choose to waive the bus, no bus shall be required, and musicians shall be compensated for mileage and travel time. If a bus is required, the Association shall not be required to pay mileage. The Association shall provide adequate conditions, including facilities and departure and arrival schedules, to ensure the Musicians' reasonable comfort. The Musicians shall decide by consensus whether a break in travel is necessary, which shall not be permitted to disrupt any scheduled services.

13.13.2. The Association will make every reasonable effort to provide a bus that is safe and comfortable with an individual reclining seat for each passenger and for each cello, bass and tuba, toilet facilities, adequate climate control, and adequate storage for all instruments. In no event will school buses be used.

13.13.3. The Association shall make reasonable effort to ensure that the arrival time at a performance location shall be at least thirty (30) and not more than sixty (60) minutes prior to the beginning of a service, unless this condition is waived by the Players Committee.

13.13.4. If while travelling with the DSO a Musician becomes ill or sustains an injury arising out of and in the course of employment during a run-out or tour to such that he/she cannot continue the performance of services, the Association shall arrange transportation to local medical facilities and/or to Wilmington, DE, as the situation may require. Any cost of transportation shall be borne by the Association.

13.13.5. If while travelling with the DSO a Musician suffers a serious family emergency involving a member of the Musician's immediate family, the Association shall arrange return transportation to the nearer of Wilmington, DE or to the location of the family member. Any cost of transportation shall be borne by the Musician.

13.14. Tours

All terms and conditions of any tour, Domestic or Foreign, shall be negotiated in good faith by the Association and the Local, subject to the approval of the Musicians.

13.15. Insurance

The Association shall carry insurance adequate to cover all instruments being transported by the Association that are not covered by the Musicians' own instrument insurance, provided that the Musicians have provided such documentation as may be required by the Association. Any Musician who fails to provide documentation as requested shall transport his/her instruments at his/her own risk.

ARTICLE 14 - ATTENDANCE, LEAVES OF ABSENCE

14.1. Attendance

14.1.1. Musicians shall be present for all services accepted by the Musicians in their Individual Contracts, unless precluded from doing so by injury, illness, or emergency (collectively, "good cause"), which must be verified to the satisfaction of the Association. All notifications must be in writing or by e-mail or text to the Personnel Manager. If a notification is sent electronically, receipt will be confirmed by the Personnel Manager.

14.1.2. A Musician who fails to perform contracted services without good cause may be disciplined by the Association or dismissed for just cause. The disciplinary action taken is at the discretion of the Executive Director in consultation with the Personnel Manager.

14.1.3. A Musician who will be absent from a service or a portion of a service must notify the Association at the earliest practical time. Any absences are limited to one non-dress rehearsal per series. All notifications must be in writing or by e-mail or text to the Personnel Manager. If a notification is sent electronically, receipt will be confirmed by the Personnel Manager.

14.2. Absences Unpaid

14.2.1. All absences shall be unpaid, except as listed under Section 17.19.

14.2.2. Musicians shall remain throughout all services unless excused by the Music Director. If a Musician is absent for only part of a service and such absence is excused or unexcused, he/she may have his/her wages reduced, on a pro rata basis, for each fifteen (15) minute segment that he/she is absent, including any part thereof.

14.3. Leaves of Absence

14.3.1. The Association may grant a leave of absence to a tenured Musician for up to one year, if requested in writing or electronically at least sixty (60) days in advance of commencement of the leave. Such request shall not be unreasonably denied. No Musician may request more than one leave of absence during a five-year period.

In the case of medical disability, the Association may require certification by a licensed physician. During an approved leave of absence, a Musician shall remain a member of the Orchestra, without loss of position.

14.3.2. The Association shall excuse one (1) designated R.O.P.A. Representative, without pay, once per year to attend the R.O.P.A. annual conference.

14.4. Minimum Attendance Requirements

14.4.1. Musicians agree to play the following minimum percentage of services offered at the Annual Contract Issue Date as defined in Section 9.2.2.

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Contract A and B Musicians	40%	40%	40%
Contract C Musicians	30%	30%	30%

If the service schedule offered at the Annual Contract Issue Date is changed or modified in any manner, such changed or modified service(s) or series shall not be subject to the provisions of section 9.1.2.

14.4.2. If a Musician receives an excused absence, the service still counts toward the total required attendance.

14.4.3. Musicians will be excused from one Series, without application toward minimum attendance requirements when employed by another musical organization or any employer at a rate equivalent to or exceeding 200% of the engagement wages of the conflicting DSA series, or for employment by an ICSOM orchestra.

14.4.4. Any Musician who is unable to fulfill his/her minimum attendance requirements during a given season will be placed on probation for one year, after which probation will be removed if the Musician has been able to fulfill his/her minimum attendance requirements during the probation year.

ARTICLE 15 – DEPARTMENT AND DRESS

15.1. Artistic Matters

Musicians will comply with the direction and instructions of the Music Director regarding all musical matters.

15.2. Dress

15.2.1. Classical series concerts (see also 15.2.3):

Men: Black tails jacket, white bow tie, white vest or cummerbund, white shirt without ruffles, black tuxedo pants, black socks and black dress shoes with black sided soles.

Women: Black dress with full or three quarter length sleeves, modest neckline and a length that covers the knees when the Musician is seated; or black dress pants suit of formal, full cut design. Blouses shall be all black, or black with white collars or white buttons, or may be all white if worn with black jacket. Black or neutral hose, and black dress shoes with black heels, sides, and soles. No leotards, glittering or light colored trim, accessories, headgear, or jewelry shall be worn. In all instances, concert attire should be in good taste and should match, in both style and fabric, the men's concert attire. Any purse shall be black and no larger than an average evening purse, but purses shall be avoided if possible. However, if no secure location for personal property is afforded to musicians, purses shall be permitted on stage.

15.2.2. Pops concerts (see also 15.2.3):

Men: Black tuxedo, black bow tie, black vest or cummerbund, white shirt without ruffles, black socks, and black dress shoes with black sides and soles.

Women: Attire shall be the same as for classical series concerts.

15.2.3. Daytime concerts and optional dress for Classical/Pops if so requested:

Men: Dark suit, dark four-in-hand ties, black or white shirt (as directed), black socks, and black shoes.

Women: Attire shall be the same as for classical series concerts.

15.2.4. Summer/outdoor concert attire:

Men: Black slacks and white shirts.

Women: Black slacks or ankle length skirts and white blouses.

15.2.5. Special Attire.

- a. Musicians shall be notified at least three (3) weeks in advance of the first rehearsal of a series of the dress required and/or if dress other than that described above is required. Any attire other than described above shall be

provided by the Association. Any attire requested by the Association but not provided shall require approval from the Players' Committee.

- b. Musicians shall not be required to wear casual dress for performances without the approval of a majority of the Musicians performing those services.

ARTICLE 16 – RECORDINGS & ELECTRONIC MEDIA

16.1. Recordings

16.1.1. Except as explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of the service by the Association or any of its authorized agents, by any means whatsoever, in the absence of a specific written agreement with the American Federation of Musicians International Office.

16.1.2. Should any recording (audio and/or visual) created under the terms of this Agreement ever be utilized by the Association or any other person(s) authorized by the Association for any purpose not explicitly set forth herein, the Association 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.

16.1.3. Should any product be created and/or utilized by person(s) not so authorized by the Association, the Association shall fully cooperate with the American Federation of Musicians International Office, in its efforts to secure any payment or other appropriate remedy that, in the sole judgment of the American Federation of Musicians' International Office, is due to the Musicians.

16.2. Archival Records

16.2.1. The Association may designate a qualified person to record any concert for the purpose of making an archival record. The archival master recording will remain at all times in the custody of the Association. No master recording, or any copy thereof, of any performance shall be kept by the Recording Engineer. The Association will not permit duplication of any archival record, except for the uses authorized by this Agreement.

16.2.2. Archival records may be used for study purposes, in the Association office or a location authorized by the Players Committee, by the Music Director, Orchestra Musicians, and members of the Association's staff and Board of Directors for non-social uses related to their Association activities.

16.2.3. The Association may make grant application recordings with the approval of the Players' Committee, which approval may not be unreasonably withheld, for the exclusive purpose of fundraising, without additional compensation to the Musicians. Such recordings shall be created from previously existing archival recordings 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. Upon request, the Local shall be provided a copy of the recording. The Local reserves the right to request verification of the specific requirements of any grant entity and the Association shall comply with this request. Grant recordings shall never be used as evidence in any disciplinary, demotion, reseating, or dismissal proceeding.

16.3. Broadcasts

16.3.1. The Association may use, or have broadcast live or delayed, up to three (3) minutes of audio or audio/visual material created during any regularly scheduled rehearsal or performance for any fundraising, publicity or promotional use without payment to musicians.

16.3.2. The Association may use, or have broadcast live or delayed, up to three (3) minutes of audio/visual materials created during any regularly scheduled rehearsal or performance for news programs without payment to musicians, provided the material used is directly related to the story being covered.

16.3.2. The Association may broadcast, either live or delayed, performances of the DSO on local, non-commercial radio or television. Compensation to the participating Musicians for such local broadcasts shall be at the rate set forth in Article 17. The Association shall give at least thirty (30) days' notice of its intent to make a recording for broadcast, and shall announce the airing dates for such broadcasts to the Musicians and the Local.

16.3.3. For purposes of this section, a local broadcast shall be defined as any broadcast by WHYY-FM, WHYY-TV, WRTI-FM, Salisbury Public Radio and Television (WSCL-FM/WSDL-FM), or other public source emanating from and broadcast within the jurisdictional boundaries of Local 21.

16.3.4. In any instance where CBA contradicts the policy contained in the Integrated Media Agreement (IMA), or where the policy exists solely in the IMA, the IMA shall prevail.

16.4. Inferior Recordings Disallowed

It shall be the responsibility of the Music Director to ascertain the quality of sound reproduction and to disallow the use of inferior recordings for broadcast purposes. Media stations shall be advised that poor quality reproduction, for any reason, shall constitute cause for withdrawing permission to broadcast the recording.

16.5. No Recording or Photography by the Public

The Association shall print in all programs that flash photography and audio or video recording is strictly prohibited, and shall announce this prohibition before performances in all appropriate circumstances.

ARTICLE 17 – COMPENSATION AND BENEFITS

17.1. Pay Periods

Compensation will be based on bi-weekly work periods and pay dates. Each work period will start on Monday and be comprised of 14 calendar days. Pay dates will then be on the Thursday following the close of the work period.

17.2. Direct Deposit

Compensation to Probationary and Tenured Musicians shall be by direct deposit.

17.3. Earnings, Deductions, and Reimbursement Classifications

Taxable earnings include rehearsal and performance scales (including premium services, soloist pay, and deductions for lateness), overtime, Audition Committee compensation, cartage, doubling, educational services, health and welfare, and travel pay (time). Normal and customary deductions as required or permitted by law (including federal, state and local withholding taxes, Union dues, and garnishments) will be taken out of the Musician's pay. Regular and media pension obligations are non-taxable benefits paid by the DSO. Non-taxable reimbursements include mileage, per diem, and miscellaneous expenses.

17.4. Guaranteed Services

Any guaranteed service that is not fulfilled by the Association shall be paid out on the first pay date following the close of a given season.

17.5. Musicians' Compensation Rates

Individual compensation rates for all services shall be as follows:

BASE SCALE/ SECTION	2.5 Hour Rehearsal	3.0 Hour Rehearsal	2.5 Hour Performance	3.0 Hour Performance
09/01/22 to 08/31/23	\$135.72	\$162.86	\$176.39	\$211.69
09/01/23 to 08/31/24	\$140.00	\$168.00	182.00	218.50
09/01/24 to 08/31/25	\$144.50	\$173.50	\$187.50	\$225.50
SINGLE STAND Winds / Brass / Perc / Assoc / Asst Principal Strings	2.5 Hour Rehearsal	3.0 Hour Rehearsal	2.5 Hour Performance	3.0 Hour Performance
09/01/22 to 08/31/23	\$142.52	\$171.00	\$185.27	\$222.30
09/01/23 to 08/31/24	\$147.00	\$176.50	\$191.00	\$229.00
09/01/24 to 08/31/25	\$151.50	\$182.00	\$197.00	\$236.00
PRINCIPAL	2.5 Hour Rehearsal	3.0 Hour Rehearsal	2.5 Hour Performance	3.0 Hour Performance
09/01/22 to 08/31/23	\$169.66	\$203.57	\$220.58	\$264.71
09/01/23 to 08/31/24	\$175.00	\$210.00	\$227.50	\$273.00
09/01/24 to 08/31/25	\$180.50	\$216.50	\$234.50	\$281.50

17.6. Compensation of Substitutes and Extras

All substitute and extra Musicians shall be compensated at the same rate as is paid by the Association for the Orchestra position in question. Notwithstanding the foregoing, a Musician serving as substitute concertmaster shall be compensated at 200% of the base rate.

17.7. Overtime

Any overtime shall be paid at 1.5 times the individual rate of the Musician, based on each fifteen (15) minute period or fraction thereof.

17.8. Holiday and Sunday Premiums; Rain dates

New Year's Eve: Double Time
Fourth of July: Double Time
Labor Day: Double Time

Sunday Rehearsals: 150% of the individual per service rate for any rehearsal scheduled before 1:00 p.m.

Outdoor Concert with alternate Rain date: 150% of the individual per service rate for the service performed.

17.9. Warm-Up Rehearsals

Warm-Up Rehearsals will be paid at the rate of 30% of rehearsal rate per Musician for up to one hour.

17.10. Audition Committee Members

\$150.00 for up to four (4) hours of audition time (minimum session), plus \$20.00 for each additional thirty (30) minutes or part thereof.

17.11. Mileage Reimbursement per Service Day

Musicians shall be reimbursed for travel at 70% of the prevailing U.S. General Services Administration (GSA) mileage rate, based on the round-trip distance from the Musician's home address to the DSO office as calculated by a standard map program or reference. No mileage will be paid for the roundtrip miles exceeding 120 miles. Musicians shall be entitled to such reimbursement for each service day with the DSO. The DSA shall not withhold tax for Mileage reimbursements.

17.12. Mileage Reimbursement and Travel Time Pay for Run-outs

17.12.1. Run-Out Definition. A "run-out" is any service performed more than 40 miles roundtrip and not more than 250 miles from the DSO Office. Anything exceeding the 250 miles round trip will be considered a tour.

17.12.2. Run-Out Travel Time Pay. Each Musician shall be compensated for his/her run-out travel time in the following fixed block amounts, based on the roundtrip distance from the DSO office to the destination point(s) of the run-out as calculated by a standard map program or reference:

60-79 miles roundtrip: \$25.00
80-119 miles roundtrip: \$35.00

120-159 miles roundtrip: \$45.00
160-179 miles roundtrip: \$55.00
180-199 miles roundtrip: \$65.00
200-250 miles roundtrip: \$75.00

17.12.3 Run-Out Mileage Reimbursement. Run-out mileage reimbursement shall be in addition to the Mileage Reimbursement per service day (see Section 17.11 above), and shall not be subject to tax or withholding.

17.12.4 In the event the Association elects to provide a motor coach for a run-out, Musicians shall not be reimbursed for their run-out mileage.

17.12.5 In the event the Association elects not to provide a motor coach for a run-out, each Musician shall be reimbursed at 70% of the prevailing U.S. General Services Administration (GSA) mileage rate for both Mileage Reimbursement per service day (see Section 17.11 above) and his/her round-trip Run-Out Mileage travel between the DSO office and the destination point(s).

17.13. Per Diem

When services are scheduled to include the entire period from 7:00 AM to 8:30 AM, 12:00 noon to 1:30 PM, or 5:00 PM to 6:30 PM (including travel time related to a service), the Association either shall provide a meal or pay the Musicians per diem, as follows:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

17.14. Soloist Pay (Minimum)

17.14.1. Any Musician(s) engaged as soloist(s), defined as any musician(s) separated from and in front of full orchestra in Classical series performance or Chamber Series conducted ensemble in Chamber Series performance, performing solo/concertante work for his/her/their instrument(s) shall be paid a minimum of \$900.00 per performance within one (1) concert series. For additional performance(s) outside of the initial concert series of the same work within seven (7) calendar days, the Musician shall be paid a minimum of \$300.00 each.

17.14.2. Multiple soloists performing the same work shall be paid a minimum of \$300.00 per performance.

17.15. Local Broadcast Rates

17.15.1. Payments to the Musicians for local broadcasts shall be in addition to the wages received for the service that was recorded, and shall be made on the Association’s regular payroll schedule based on the date of the broadcast.

17.15.2. Local Radio Broadcasts: \$20.00 per performance for two (2) airings within twelve (12) months of the concert. Broadcasts of less than a full performance will be negotiated separately.

17.15.3. Local Television Broadcasts: \$30.00 per broadcast for two (2) airings within twelve (12) months of the concert.

17.16. Cartage Rates

Musicians shall be compensated for cartage, per round trip. Cartage will not be paid by the Association if it provides, moves and places any of the above instruments. If the Association requests musicians to provide, move or place any of the above instruments, the following rates will apply:

Electric Guitar plus amp and speaker	\$25
Bass Guitar plus amp and speaker	\$25
Organ plus amp and speaker	\$25
Electric Piano or Synthesizer and amplifier (weighing more than forty [40] lbs.)	\$30
Harpsichord	\$50
Marimba	\$50
Xylophone, Vibraphone and Speakers	\$50
Glockenspiel	\$30
Timpani	\$20 each
Concert Bass Drum	\$15
Drum Set	\$40
Concert toms	\$ 7 per drum
Tam Tam	\$10
Conga Drums	\$ 5 per drum
Harp	\$50
Tuba	\$15
Double Bass	\$15

17.17. Doubling

17.17.1. Doubling is defined as one (1) musician playing more than one (1) instrument during the course of any one (1) service.

17.17.2. Musicians shall be paid at the rate of thirty percent (30%) above the base scale/section per service rate for doubling.

17.17.3. The following instrument combinations shall not be considered doubles:

B Flat and A Clarinet
E Flat Alto and B Flat Tenor Saxophone
Piano and Celesta
Organ and Celesta
Piano and Synthesizer
Piano and Organ
B Flat and C Trumpet
B Flat and C Tuba

17.17.4. Percussion Doubling.

- a. Timpani and any other percussive instrument shall be considered a double. Other percussion doubling combinations shall be divided into four (4) categories, as set forth below.

(1) Percussion Battery and Misc. Percussion:

Bass Drum, Snare Drum, Crash Cymbals, Suspended Cymbals, Field Drum, Tenor Drum, Tambour Provençal, Tom-Tom, Tam-Tam, Un-pitched Gongs, Wood Blocks, Temple Blocks, Log Drums, Tambourine, Triangle, Ratchet, Hexatone Slapstick, Police Whistle, Slide Whistles, Prayer Stones, Root Toms, Anvils, Brake Drums, Finger Cymbals, Sirens, Cap Guns, Fight Bell, Animal Sounds, Car Horns, Claves, Cowbells, Castanets, Chains, Elephant or Oxen Bells, Thunder Sheet, Sandpaper Blocks, Wind Chimes (Glass, Brass, and Bamboo), Mark Tree, Sleigh Bells, Jaw Harp, Lion's Roar, Bass Drum Roar, Rattles, Vibraslap, Sistrum, Typewriter, Wind Machine, Metal Plate (No pitch desired), Rain Stick, Rute, Cup Gongs, and any other instrument not listed below.

(2) Pitched Percussion

Vibraphone, Xylophone, Marimba, chimes, Glockenspiel, Crotales, Tuned Gongs, Tuned Almglocken, Bell Plates and Boobams.

(3) Latin and Ethnic Percussion

Congas, Bongos, Timbales, Guiro, Maracas, Agogo Bell, Marimba Bell, Cha Cha Bell, Shaer, Caxixi, Frame Drum, Tabla, Gamelon, Tambourin (Brazilian), Cabasa, Djembe, Derabucca, Steel Drums, Thumb Piano, Angklung and Pendero. However, if such instruments are utilized in a work that is not Latin or Ethnic in style, it shall be considered Miscellaneous Percussion.

(4) Drum Set which must include a minimum combination of kick drum, snare drum and Cymbal (either high hat ride, or crash cymbal).

- (5) Percussion doubling combinations shall be as follows:
- 1 double = any instruments from two categories
 - 2 doubles = any instruments from three categories
 - 3 doubles = any instruments from all four categories

17.18. Pension

17.18.1. The Association shall contribute to the American Federation of Musicians and Employers Pension Fund (“AFM-EPF”) based on each Musician’s gross wages. “Gross wages” includes all per-service pay, payments for serving as a soloist, overtime, doubling, and other wages, but not including mileage, per diem, or cartage.

As per the June 2018 Rehabilitation Plan Update, the Association shall contribute 8.9925% of such gross wages as of 2/29/2020 for all covered work occurring thereafter, inclusive of all amounts required by the Fund’s Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

17.18.2. In the event the Trustees of the AFM-EPF do not allow participation in the Fund due to the contribution level specified herein, at its option, the Association shall either hold the funds due in an escrow account until such time as the contribution level is acceptable to the Trustees, or pay the equivalent amount to the Musicians as wages.

17.19. Paid Sick Leave

Probationary Musicians shall be entitled to one service of paid sick leave, and Tenured Musicians shall be entitled to two services of paid sick leave, due to injury or illness during each season. Such injury or illness must be verified to the satisfaction of the Association, and the Musician shall notify the Association at the earliest practical time of the absence. The sick leave services will be available on the first day of each season.

ARTICLE 18 – BOARD REPRESENTATION, COMMITTEES

18.1. Board Representation

A tenured Musician, as chosen by a majority of the Musicians, shall be invited to attend and participate in meetings of the DSO Board of Directors, for the purpose of insight and understanding of issues. The Musician shall receive proper notice of Board Meetings. The Musician may attend all meetings of the Board of Directors, except when the Board of Directors is in Executive Session.

18.2. Board Committees

One or two Musicians shall be invited to serve as observers of all DSO Board of Director Committees, except the Executive Committee, Nominating Committee, or any other Committee where the duties of the Committee may cause a conflict of interest.

18.3. Music Director and Executive Director Search Committee

A minimum of two (2) tenured Musicians shall be invited by the Association to participate in the Association’s Search Committee for the Music Director and Executive Director.

18.4. Musician Advisory Committee

A Musician Advisory Committee, elected by the Musicians, will serve in an advisory and consulting role on musical matters. The Advisory Committee will meet with the Music Director and/or officers of the Association regarding non-contractual, artistic matters, as may be requested by the parties.

18.5. Peer Review Committee

The Peer Review Committee shall consist, depending on the Musician in question, of the following four Principal Musicians:

MUSICIAN IN QUESTION

String Principals
Section Violins, Violas
Section Cello, Bass
Principal Flute
Principal Oboe
Principal Clarinet
Principal Bassoon
Section Flute, Oboe,
Clarinet, Bassoon
Principal French Horn
Section French Horn
Principal Trumpet
Principal Trombone
Section Trumpet, Trombone

Principal Bass Trombone
Principal Tuba
Principal Timpani
Principal Percussion
Section Percussion

Harp
Piano

PRINCIPALS ON COMMITTEE

Other four string Principals
Concertmaster, Principal Second, Viola, Cello (Bass Alternate)
Concertmaster, Viola, Cello, Bass (Principal Second Alternate)
Oboe, Clarinet, Bassoon, French Horn
Flute, Clarinet, Bassoon, French Horn
Flute, Oboe, Bassoon, French Horn
Flute, Oboe, Clarinet, French Horn
Flute, Oboe, Clarinet, Bassoon (French Horn Alternate)

Trumpet, Trombone, Oboe, Tuba
French Horn, Trumpet, Trombone, Oboe (Tuba Alternate)
French Horn, Trombone, Tuba, Bass Trombone
French Horn, Trumpet, Tuba, Bass Trombone
Trumpet, Trombone, French Horn, Tuba (Bass Trombone alternate)
Trumpet, Trombone, French Horn, Tuba
French Horn, Trumpet, Trombone, Bass Trombone
Percussion, Concertmaster, Oboe, Section Percussionist
Timpani, Assistant Timpani, Concertmaster, Oboe
Percussion, Timpani, Concertmaster, Oboe (Asst. Timpani alternate)
Concertmaster, Viola, Cello, Oboe
Concertmaster, Percussion, Timpani, Oboe

In the event that a member of the Review Committee becomes ill, has a conflict of interest, or is otherwise unable to serve, a Principal Musician shall be appointed by the Review Committee to serve as a replacement Committee member.

The following Musicians shall not be eligible to serve on a Peer Review Committee:

- a) Non-tenured Musicians;
- b) Musicians holding management/supervisory positions;
- c) Musicians not returning the following contract year by reason of resignation or non-renewal;
- d) The appealing Musician, any member of the appealing Musician's immediate family, or any Musician who has a close personal relationship with the appealing Musician, as jointly determined by the Association and the Local;
- e) Musicians who have received notice of demotion or non-renewal; and
- f) Musicians whose participation would constitute a direct conflict of interest, as jointly determined by the Association and the Local.

ARTICLE 19 – GRIEVANCES AND ARBITRATION

A grievance shall be defined as any dispute arising out of the terms of this Agreement and shall follow the process below:

19.1. Step 1

Any party having a grievance shall file the grievance, in writing, within thirty (30) days of the occurrence giving rise to the grievance. Failure to abide by this requirement shall be deemed a waiver of the grievance.

In the case of the Association, the grievance shall be filed with the Local in writing by certified mail or in electronic form. In the case of a Musician or the Local, the grievance shall be filed with the Association's Executive Director, in writing by certified mail or in electronic form. The Local or the Association shall respond to the grievance within fourteen (14) days. If the party that filed the grievance is unsatisfied with the response, it may proceed to Step 2.

19.2. Step 2

Within fourteen (14) days from the Step 1 response, the grievant may file a Step 2 grievance in writing by mail or electronic form to the Local President or Association Executive Director, as the case may be. Failure to abide by this requirement shall be deemed a waiver of the grievance.

Representatives of the Local and the Association shall meet within ten (10) days or as promptly as feasible under the circumstances, in an attempt to settle the Step 2 grievance. A decision shall be issued by the appropriate party in writing or electronic form within fourteen (14) days of the Step 2 meeting.

19.3. Step 3

If the party initiating the grievance is unsatisfied with the decision regarding the Step 2 grievance, within fourteen (14) days of receiving the decision, the grieving party may submit the grievance to arbitration before the American Arbitration Association.

- a. The voluntary Labor Arbitration Rules of the AAA shall apply.
- b. The arbitrator's decision shall be final and binding.
- c. The administrative costs of arbitration (excluding the costs of witnesses or legal counsel for either party) shall be borne equally by the parties.

19.4. Arbitrator's Decision

The arbitrator shall render a decision only upon the issues submitted, which decision shall be final and binding on the parties. The arbitrator shall not have the authority to add to, modify or amend any of the terms of this Agreement.

19.5. Option to Mediate

In lieu of a written notice of arbitration, within fourteen (14) days of receiving the Step 2 decision, the party filing the grievance may file with the other party a notice in writing or electronic form, requesting mediation of the grievance. Within five (5) working days after filing of such notice, the Local and the Association shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to assign a mediator to mediate the grievance in accordance with its Guidelines for Grievance Mediations.

ARTICLE 20 - ENTIRE AGREEMENT; NO WAIVER

A. This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of such provision, or the right of such parties thereafter to enforce any such provision.

B. No additions, waivers, deletions, or amendments to this Master Agreement shall be made except by mutual consent in writing of both parties. Any additions, waivers, deletions or amendments made by such mutual consent in writing shall supersede any such previous agreement, and shall become an integral part of this Master Agreement.

ARTICLE 21 - NO STRIKE, NO LOCK OUT

During the term of this Agreement, there shall be no lockout by the Association and neither the Local nor the Musicians shall cause or engage in any strike against the Association or Delaware Symphony Orchestra.

DELAWARE SYMPHONY ASSOCIATION

By: David W. Fleming 9/8/22 By: J.C. Barker 9/8/22
David W. Fleming, President Date J.C. Barker, Executive Director Date

LOCAL 21 - AMERICAN FEDERATION OF MUSICIANS INCORPORATED OF DELAWARE

By: Glenn P. B. Finnan 9/8/22
Glenn P. B. Finnan, Secretary/Treasurer Date