

EXHIBIT A

**MASTER AGREEMENT
MINNESOTA ORCHESTRAL ASSOCIATION
AND
TWIN CITIES MUSICIANS' UNION
LOCAL 30-73**

2012-13*, 2013-14, 2014-15, 2015-16,
and 2016-17 Symphony Seasons

~~2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 Symphony Seasons~~

*To be effective upon ratification by the Union, through and including September 30, 2017.

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MASTER AGREEMENT

This Agreement is made and entered into by and between the MINNESOTA ORCHESTRAL ASSOCIATION, a Minnesota non-profit corporation, hereinafter referred to as the "Employer," and TWIN CITIES MUSICIANS' UNION, LOCAL 30-73, of the American Federation of Musicians, hereinafter referred to as the "Union."

ARTICLE I - PURPOSE

The purpose of this agreement is to establish minimum salaries, compensation, periods of employment and conditions applicable to the employment of individual Musicians, including librarians, by the Employer for the Minnesota Orchestra for the ~~2007-08, 2008-09, 2009-10, 2010-11 and 2011-12~~ 2012 - 2013 through 2016 - 2017 Symphony Seasons.

ARTICLE II - DEFINITIONS

Section 2.1 Committee shall mean the Orchestra Members Committee, MOMC.

Section 2.2 Electronic Media Services shall include radio, television, film, recordings (phonograph records, tapes, cassettes, etc.), cable television and any other services involving electronic media for which there are applicable national Federation agreements.

Section 2.3 Employer shall mean The Minnesota Orchestral Association.

Section 2.4 Federation shall mean the American Federation of Musicians.

Section 2.5 Force Majeure shall include but not be limited to such factors as:

- (a) Severe weather such as heavy snow or fog;
- (b) Accident;
- (c) Breakdowns not caused by inferior equipment.

Force Majeure shall not include such factors as:

- (a) Delays caused by tight scheduling
- (b) Normal traffic delays
- (c) Delays caused by inferior equipment

Section 2.6 Home Service Area shall mean and include an area within a ~~twenty-five~~ fifty (2550) mile radius from downtown Minneapolis. All services performed within the Home Service Area will be referred to as "Home Services." (Home Service conditions shall also apply to Runouts except as otherwise provided for in this Agreement.)

Section 2.7 Major City shall mean any city which supports a major orchestra.

Section 2.8 **Major Concert** shall mean any concert in excess of one (1) hour and fifteen (15) minutes in duration.

Section 2.9 **Musician and Related Terms.**

(a) Musician shall include Staff Musicians, Substitute Musicians and Extra Musicians, unless the context clearly indicates a different meaning.

(b) Staff Musician shall mean any probationary or tenured Musician or librarian employed to render services to the Orchestra with whom the Employer is required by this Agreement to enter into an individual Staff Musician's written contract of employment.

(c) Substitute Musician shall mean any Musician or librarian employed on a temporary basis to substitute for a Staff Musician who is on sick leave, military leave, or other approved leave of absence, or to fill a vacancy for a period of one (1) year or less.

(d) Extra Musician shall mean any Musician or librarian employed on a temporary basis to supplement the complement of Staff Musicians.

(e) Eligible Musician shall mean any Substitute Musician employed for a period of thirty-six (36) weeks or more and any Staff Musician. A Substitute Musician becomes an "Eligible Musician" at the time it is known that the projected period of employment will last at least thirty-six (36) weeks. A Musician shall not be considered to be an "Eligible Musician" during any leave without pay of four (4) months or more, but shall be allowed to continue participation in insurance programs upon advance payment of the entire premium.

Section 2.10 **On-Call** shall mean a Musician is available to play all services unless that Musician is on relief, vacation, leave of absence, ill or otherwise excused.

Section 2.11 **Orchestra** shall mean the Minnesota Orchestra.

Section 2.12 **Runout** shall mean a service(s) in which the Orchestra travels from the Home Service Area, performs service(s) outside of the Home Service Area and returns to Minneapolis immediately following service(s).

Section 2.13 **Season and Related Terms.**

(a) Season or Symphony Season shall include both Winter and Summer Seasons. The starting date for the Summer Season shall not be earlier than May 15 or later than June 30. The starting date for the Winter Season shall not be earlier than August 15 or later than September 30. Employer shall give notice to all Staff Musicians by February 1 regarding the starting date for the Summer Season and by June 1 regarding the starting date for the succeeding Winter Season.

(i) ~~(b)~~ First Symphony Season shall mean the Symphony Season for ~~2007-08~~ 2012 - 2013, including the ~~2008~~ 2013 Summer Season.

- (ii) ~~(e)~~ Second Symphony Season shall mean the Symphony Season for ~~2008-09, 2013 - 2014,~~ including the ~~2009~~2014 Summer Season.
- (iii) ~~(d)~~ Third Symphony Season shall mean the Symphony Season for ~~2009-10, 2014 - 2015,~~ including the ~~2010~~2015 Summer Season.
- (iv) ~~(c)~~ Fourth Symphony Season shall mean the Symphony Season for ~~2010-11, 2015 - 2016,~~ including the ~~2011~~2016 Summer Season.
- (v) ~~(b)~~ Fifth Symphony Season shall mean the Symphony Season for ~~2011-12, 2016 - 2017,~~ including the ~~2012~~2017 Summer Season.

(b) Season Work Weeks.

- (i) During the term of this Agreement, Musicians shall be expected to work 42 weeks per season. A work week will consist of a full week of 8 or 9 services (per Article 4, Section 4.2), or may consist of two split weeks as follows:

Up to 5 services in one week and 3 services in another;

Up to 4 days in one week and 3 days in another.

- (ii) In any 42 week - season, the Orchestra may assign Musicians up to 4 weeks of work (which may be scheduled at various times during the season) to be comprised of non-traditional orchestra services dedicated to Chamber Music and/or Community Outreach. For Chamber Music, one performance and its rehearsal(s) shall be considered three services; two performances and their rehearsal(s) shall be considered four services. For Community Outreach, a Presentation or Performance of 1 hour or less shall be considered two services; a Presentation or performance in excess of 1 hour shall be considered three services.

Section 2.14 Sectional Rehearsal is any rehearsal involving a group of instruments substantially smaller than that for which the work being rehearsed is scored.

Section 2.15 Tour Day shall mean any day during which the Orchestra is outside the Home Service Area, except for those days which meet the criteria of Runouts as defined above. Any day involving scheduled arrival (at Minneapolis city limits when by bus or at train depot, or at air terminal) after 8:30 a.m. shall count as a Tour Day.

Section 2.16 Union shall mean the Twin Cities Musicians' Union, Local 30-73, of the American Federation of Musicians.

Section 2.17 Week and Related Terms.

(a) Week shall mean any period of seven (7) consecutive days beginning on the day designated by the Employer for the start of each Winter Season, and on the day designated by the Employer for the start of each Summer Season. Each Week shall begin on the same day of the week for that particular Winter or Summer Season.

(b) Tour Week shall mean any week in which four (4) or more tour services are performed.

ARTICLE III - INDIVIDUAL CONTRACTS, RENEWALS AND TERMINATIONS

Section 3.1 Individual Contracts. Employer shall enter into contracts with individual Staff Musicians comprising the Orchestra, which shall be consistent in their provisions with the terms of this Agreement. All individual contracts will terminate on or before the expiration date of this Agreement. Employer will make all contracts available for Union inspection at Employer's office at the request of the Union. ~~No individual contract with a Staff Musician shall be made for less than a full Symphony Season, except that a Staff Musician hired after the beginning of the Season shall be given a contract for the remainder of the Season.~~ The parties shall agree on the individual contract form, a copy of which shall be appended to this contract.

Employer shall also enter into an individual Substitute Musician's contract with a Substitute Musician who qualifies as an Eligible Musician.

Section 3.2 Duration and Termination of Individual Contracts. Individual Contracts with Staff Musicians may be terminated in accordance with the following procedures for termination of individual contracts. Individual contracts may also be modified or terminated at any time by mutual agreement between Employer and Musician.

~~Any Staff Musician may open his/her individual contract for renegotiation of his/her salary or other terms of employment effective at the beginning of the succeeding Season by giving written notice to Employer on or before January 15 of a Season. Employer shall give written response to the specific changes requested by the Musician on or before February 1. Any Staff Musician may terminate his/her individual contract of employment with the Employer, effective at the end of a Season, by giving written notice of termination to the Employer on or before March 7 of such Season. If renegotiation of an individual contract does not result in mutual agreement by March 1, the last prior individual contract of the Musician shall be renewed with the only changes being those required by this Agreement, unless the contract is terminated by the Musician or by the Employer under Sections 3.3 or 3.4.~~

In addition to the changes permitted by the above paragraphs, the Employer may change seating, title designation or special provisions of a Musician's individual contract whenever the seating or title designation or the special provision must be overridden to accomplish a seating or title change made in conformity with Article XVIII. In addition, special provisions referring to assignment of parts may be changed when related to a change in seating or title designation.

Section 3.3 Probationary Period. The first two (2) consecutive years (24 consecutive months from the date of employment) of any Staff Musician in the Orchestra shall be probationary

years. Any leave of absence shall not constitute a break in service. The probationary period may be shortened or extended not to exceed a third year by mutual consent of the Employer and the Orchestra Committee. Employer may terminate the employment of any probationary Musician, by giving the Musician written notice of termination as provided below. Termination of a probationary Musician shall not be subject to the procedures for review set forth in Sections 3.5 and 3.6. A Substitute Musician who is re-employed for a second year as a probationary Musician shall be given credit for his/her weeks of employment in the twelve months prior to the probationary year, toward completion of his/her probationary requirement.

(a) First Probationary Year. The Audition Committee, the section involved and the Music Director, shall meet after the first six months and again at the end of the first year of a probationary Musician's employment to discuss the progress of the Musician. After each meeting, the Music Director shall meet with the probationary Musician to report his/her status.

If the Employer desires to terminate a First year probationary Musician, the Music Director (or his authorized representative) shall meet informally with the affected Musician and thereafter the Employer shall give notice to the Orchestra Committee on or before the end of the fifth month of the Musician's employment of the proposed termination (of a probationary Musician) effective at the end of such probationary Musician's first year of employment. The Audition Committee shall vote by secret ballot and present its recommendation to the Employer on or before the end of the sixth month of the Musician's employment. If the Employer decides to terminate the Musician, it shall give written notice to the Musician on or before the end of the seventh month of the Musician's employment.

(b) Second Probationary Year. The Audition Committee which heard the original audition of a probationary Musician shall have the opportunity to review and comment on whether a probationary Musician should be terminated, granted tenured status or whether a Musician's probationary period shall be extended. In the absence of any member or members of the original Audition Committee, the Orchestra Committee shall provide replacements in accordance with the procedures in Section 23.3. Before making its recommendation, the Audition Committee shall poll the section involved (excluding the affected Musician and probationary Musicians) by secret ballot. Thereafter, the Audition Committee shall vote by secret ballot and recommend whether the Musician be renewed, terminated or extended.

After receiving the recommendation of the Audition Committee, the Music Director (or his authorized representative) shall meet informally with the affected Musician on or before the end of the eighteenth month of the Musician's employment and thereafter the Employer shall give written notice of its decision on the probationary status of the Musician to the Musician on or before the end of the nineteenth month of the Musician's employment.

(c) Miscellaneous. With regard to each of the informal meetings referred to in this and the previous paragraph, the Employer will notify the probationary Musician in writing of the meeting at least one (1) day in advance of the meeting and will advise the Musician of the purpose of the meeting and of the Musician's right to have a member of the Committee attend the meeting.

Any recommendation made by the Audition Committee shall be kept on file by the Orchestra Members Committee and the Employer. Any such recommendation shall be confidential and used only for the purpose of evaluating the procedures set forth above. No recommendation of the Audition Committee may be used in any proceeding, whether formal or informal, either for or against any individual Musician.

Section 3.4 Termination of Tenured Musicians. Employer shall have the right to propose termination of employment of any tenured Staff Musician in the Orchestra by giving the Musician written notice to that effect prior to February 1 of a given year, provided that by the previous December 1 the Music Director or, in his enforced absence, an authorized representative of the Employer, shall have had a personal interview with the Musician and shall have given the Musician a full explanation of the reasons for the proposed termination of employment. Explanation in writing shall be given to the Musician within five (5) days after the interview. Insofar as Employer is concerned, such written explanation shall be confidential and wholly privileged. The Musician receiving such notice shall have the right to complete the then current Winter Season, ~~the next following Summer Season and one (1) additional Winter Season,~~ and the next following Summer Season. Employer may, in its sole discretion, grant an additional Symphony Season's employment despite the notice given and without waiver of such notice which shall remain in effect for the following year.

Section 3.5 Review by Non-Renewal Committee. A tenured Staff Musician who has received notice of proposed termination may request the Orchestra Members Committee to arrange for the election of a Non-Renewal Committee by secret ballot by the members of the Orchestra. A Non-Renewal Committee shall consist of nine (9) tenured Staff Musicians, of which no fewer than five (5) shall be from the instrument group listed below that includes the affected Musician:

- | | |
|----------------|---|
| 1) 1st Violins | 5) Basses |
| 2) 2nd Violins | 6) Woodwinds |
| 3) Violas | 7) Brass |
| 4) Cellos | 8) Percussion, harp, piano, timpani, librarians |

The Non-Renewal Committee shall meet with the Musician concerned within ten (10) days of the time they were requested by the Musician to consider the proposed termination and will study evidence presented by the Musician as well as evidence presented by the Employer. The Non-Renewal Committee shall then advise Employer of its recommendation concerning the proposed termination within thirty (30) days of this meeting. Any such recommendation shall be arrived at by majority vote of the entire Committee by a secret ballot. Any recommendation by the Non-Renewal Committee shall be given substantial weight by the Employer, who shall after considering the recommendation reaffirm, modify or withdraw notice of termination in writing to the Musician.

Section 3.6 Review by Board of Review. A tenured Staff Musician may obtain review of proposed termination by a Board of Review, either directly or following review by the Non-Renewal Committee and reaffirmation by the Employer. Musician shall notify the Employer and the Union by January 1 of the Season next succeeding the Winter Season in which the initial notice of termination was received that a Board of Review is desired. Within ten (10) days after

receipt of such notification, Union shall appoint two (2) persons subject to approval of said Musician (other than the Music Director, or any other member of the Minnesota Orchestra conducting staff, Concertmaster or Personnel Managers). Within the same ten (10) day period, Employer shall appoint two (2) persons (other than the Music Director or any other member of the Minnesota Orchestra conducting staff, Concertmaster or Personnel Managers), and the four (4) so appointed shall, within seven (7) days after appointment of the fourth person, elect a fifth person to act as an impartial chairperson who shall not be a member of the Orchestra, Union, Federation or Board of Directors of Employer. If the four (4) appointed cannot agree on a chairperson, the arbitration provision of this Agreement shall apply to the appointment of the impartial chairperson. Said five (5) persons shall act as a Board of Review to consider the propriety of such proposed termination. The Board of Review shall give consideration to the recommendations of the Non-Renewal Committee and the Music Director. After both sides of the controversy have been heard, decision by majority vote of such five (5) persons sustaining or reversing such proposed termination shall be final and binding upon all concerned. Expenses of the procedure under this paragraph shall be paid equally by Employer and Union.

ARTICLE IV - SYMPHONY SEASON, NUMBER OF SERVICES AND PAID TIME OFF

Section 4.1 Length of Season. Each Symphony Season shall consist of fifty-two (52) weeks of employment for Staff Musicians and Substitute Musicians who are employed for the entire Season.

Section 4.2 Number of Services Per Week. There shall be no more than nine (9) services in each of twelve (12) weeks in each Season, ~~provided that for each such week there shall also be a seven (7) service week (not counting tour weeks). There shall be no more than two (2) consecutive nine (9) service weeks, nor more than five (5) nine (9) service weeks in any eight (8) week period. This limitation on a maximum of two (2) consecutive nine (9) service weeks also applies to the scheduling of the Pension concert referred to in Exhibit A.~~ Except as provided above, there shall be no more than eight (8) services in any week.

Pension concerts and rehearsals as provided for in Exhibit A shall not be services under the provisions of the Master Agreement, provided that such rehearsals and/or concerts shall not be scheduled so as to create a week containing ten (10) actual services.

Section 4.3 Rain Dates. On four (4) occasions per Season the Employer may schedule a rain date as an alternate service within the eight (8) day period following an outdoor concert. If a rain date must be scheduled for an outdoor concert, the rain date may be the ninth scheduled service in a week. If the rain date is unused and there is no other service on that day, the rain date may be counted as a day off, but may not be considered the rest day pursuant to Section 5.2. Nine (9) service weeks which include scheduled rain dates falling during the same week as the concert will not count toward any nine (9) service week quota.

For outdoor concerts with rain dates in the Home Service Area, cancellation notice will be provided by 5:00 p.m. for evening concerts, and two (2) hours before starting time for all other concerts. For outdoor concerts with rain dates outside the Home Service Area, cancellation notice will be given at least one (1) hour prior to departure time of orchestra-scheduled transportation.

Section 4.4 Number of Services Per Day. No Musician shall be required to render more than two (2) actual services (regardless if one (1) or two (2) services are credited for actual services) during one (1) day. There shall be an intermission of at least one (1) hour between services.

Section 4.5 Principal String Relief. Each ~~Eligible Musician who is a principal~~ string player ~~will (except Concert Master) shall~~ receive ~~at least eight (8) services relief per Season, and shall not be on call for such services. This paragraph will not apply in cases where time off is already provided in a string Musician's individual contract~~ additional relief services per season. Relief services for Musicians who work less than the full Season will be prorated according to the formula for pro rata vacations set forth in Section 11.2. Musicians will be given at least three (3) weeks' written notice of the scheduling of such relief services. Written notice of the remaining relief services shall be provided by the Personnel Manager upon request of the individual Musician.

~~**Section 4.6 Seniority Relief.** Each Eligible Musician will be granted one (1) service relief per Season for each five (5) full years of completed employment with the Employer as of the beginning of such Season, to a maximum of six (6) relief services per Season, and will not be on call for such services. Musicians will be given at least three (3) weeks' written notice of the scheduling of such relief services. Written notice of remaining relief services shall be provided by the Personnel Manager upon request of the individual Musician.~~

Section 4.6 Section 4.7 Second Wind/Brass Relief. Each Eligible Musician who holds the contractual title of Second Flute, Oboe, Clarinet, Bassoon, Horn, Trumpet or Trombone will receive at least eight (8) relief services ~~relief~~ per season, and shall not be on call for such services. It is understood that a Musician from within each section shall relieve the Second player for these services whenever possible depending on instrumentation needs. Relief services for Musicians who work less than the full Season will be prorated according to the formula for pro rata vacations set forth in Section 11.2. Musicians will be given at least three (3) weeks' written notice of the scheduling of such relief services. Written notice of the remaining relief services shall be provided by the Personnel Manager upon request of the individual Musician.

Section 4.7 Section 4.8 Relief Service Scheduling. The Employer shall assign and schedule relief services. A Musician's request for a specific relief services shall be given every consideration. Whenever practicable, requests for specific relief services should be submitted, in writing, to the Employer at least four weeks in advance of the week in which the relief service is requested. Unless otherwise requested, the Employer shall make every effort to assign relief services to give the Musician the entire day off.

~~**Section 4.9 Personal Days.** Eligible Musicians shall be allowed one paid personal day per season to be used for important family or personal matters that cannot be scheduled outside of the orchestra schedule. This does not include musical activities. Employer shall be given at least three (3) weeks' written notice except in the case of an emergency. An unused personal day may not be carried over to the subsequent season.~~

ARTICLE V - SCHEDULING OF SERVICES

Section 5.1 Schedule of Services. The Employer shall give Musicians a preliminary schedule of services for each Winter Season and Summer Season a minimum of three (3) months prior to the beginning of such Season. An updated schedule shall be provided at least four (4) weeks prior to the beginning of each Season. The Employer shall give at least ~~two~~one (21) weeks' notice of changes in the scheduled time, date or duration (including overtime except as provided in Section 8.3) of any service according to the following procedures:

(a) A written notice of the schedule change shall be posted on the official bulletin board or communicated electronically by noon of the ~~fourteenth~~seventh day preceding the date of the scheduled service affected by such change. ~~The Employer shall also make an oral announcement of the change prior to the posting deadline.~~

(b) The Employer will use its best efforts to place individual written notices in each Musician's mailbox at Orchestra Hall.

(c) For any Musician who is not on call or otherwise officially excused from all services from the time of actual posting of the scheduled change to and including the date of the posting deadline, the Employer shall attempt to notify the Musician by telephone on or before the day of the posting deadline, and shall mail a notice to the Musician not later than the day of the posting deadline. ~~A Musician covered by this subparagraph who does not receive actual notice of the schedule change on or before the day of the posting deadline and who has made a firm commitment to a conflicting engagement prior to receiving actual notice of the schedule change will be excused from the changed service.~~ The Employer shall also give at least ten (10) weeks' notice of any added service or change in time of a scheduled service affecting the period from the last scheduled service before Christmas through the first scheduled service after Christmas, according to the same procedures.

(d) In emergency and unavoidable circumstances, the time or date of the service may be changed without such notice, with prior approval of the Committee, whose approval shall not be unreasonably withheld. If such change is due to Force Majeure and creates a nine (9) service week, it shall not be counted as a nine (9) service week under Section 4.2.

Section 5.2 Rest Days. Employer shall designate one (1) day in each week of the Winter and Summer Seasons as a rest day during which no services shall be required without MOMC's consent. If such consent is granted, the service shall count as an extra service. Musicians called to perform a service on their rest day shall be compensated for the same at one-~~sixth~~eighth (1/~~6~~8)th of their individual weekly salary. There may be no more than eight (8) consecutive work days without a day off. ~~There shall be a minimum of thirty-five (35) fixed rest days included within at least thirty-two (32) weeks each symphony season which shall be designated according to Section 5.1 as follows: Notice of at least sixteen (16) fixed rest days shall be included in the preliminary schedule for the Winter Season; the remainder of the fixed rest days for the Winter Season shall be included in the updated Winter Season schedule; and the balance of the required number of fixed rest days shall be included in the updated Summer Season schedule.~~

~~Such rest days shall fall on a Saturday, Sunday or Monday. For the thirty-five (35) rest days designated as provided herein, no change in their scheduling shall thereafter be permitted except for emergencies.~~

There will be no services scheduled in the twenty-four (24) hour period beginning at sundown on the eve of the first day of Rosh Hashana and at sundown on the eve of Yom Kippur.

There will be no services scheduled on Sundays before 1:00 p.m. except when the Orchestra is touring. Under special circumstances, exceptions to this clause can be made provided that permission from the Orchestra Committee is given in advance, which consent shall not unreasonably be withheld.

~~Monday shall be a free day during the Winter Season with the exception of tours, which include Arts Across Minnesota. There shall be an additional seven (7) exceptions each Winter Season.~~

During the Winter Season there shall be ~~a maximum of fifteen (15) Sundays on which services may be scheduled. Tours, which include Arts Across Minnesota, are in addition to the above limit~~ no fewer than fifteen (15) Mondays designated as free days.

~~Musicians shall be notified by January 15th of the specific fifteen (15) Sundays that the Association reserves the right to use in the following Winter Season, and by May 1st of which of those fifteen (15) Sundays will actually be used.~~

~~**Section 5.3 — Guaranteed Five-Day Weeks.** The Employer shall guarantee at least twenty-seven (27) five (5) day weeks each Symphony Season. There shall be two (2) consecutive days off (not necessarily within the same week) on at least twenty-one (21) occasions during each Symphony Season. Weeks in which there is a twenty-four (24) hour rest period following return from a tour of six (6) or more days may be one (1) of the guaranteed five (5) day weeks. Up to eight (8) services may be scheduled in such a week, which may include a double rehearsal. A scheduled rain date which is unused and on which no service is performed shall not be counted as a sixth (6th) day of service.~~

~~**Section 5.3** **Section 5.4 — Holidays.** The following holidays will be days off for all Musicians: New Year's Day, Labor Day, Easter, Memorial Day, and Thanksgiving Day. In addition, either the Fourth of July will be a holiday, or there will be a compensatory day off provided in that week for all Musicians. In weeks where holidays are celebrated on days other than those normally referred to above, Employer shall designate the day off to be observed by the Orchestra. All holidays will be days off in addition to the regular days off in that week. Thanksgiving week is a seven (7) service week.~~

~~**Section 5.4** **Section 5.5 — Split Orchestras.** For performances, as well as for rehearsals for such performances, Employer may divide the Orchestra into two (2) groups, neither of which shall be less than thirty (30) Musicians. Once per Symphony Season one (1) of the split orchestras may be less than thirty (30). However, the participation in the group with fewer than thirty fewer than twenty (30) Musicians shall be entirely voluntary and no Musician shall be assigned to such a group against his/her wishes. Services which result in overtime or extra compensation shall be, insofar as possible, assigned equitably among all members of a particular section. Except where~~

~~vacation periods may be involved, rehearsals and concerts of all groups shall be held, whenever practicable, at approximately the same time. Employer shall make every effort to equalize the work load of the two (2) groups~~ 20) Musicians.

~~The Employer shall make every effort to insure that the two (2) performing groups are artistically comparable. The string sections should be divided, whenever practical, in a "zig-zag" fashion (i.e., inside first stand, outside second, inside third, etc.).~~

A performing group shall not be required to play music scored for an ensemble significantly different from itself, or music traditionally performed by a larger ensemble. Extra players shall be hired when needed to meet the requirements of the music. ~~Groups will not be advertised as the "Minnesota Orchestra."~~

Section 5.5 ~~Section 5.6~~ Scheduling Rehearsals. ~~The Employer shall schedule~~ In scheduling rehearsals ~~in the mornings except, the following provisions shall apply:~~

~~(a) Where other provisions of this Agreement or the unavailability of place of rehearsal makes scheduling impracticable;~~

~~(b) Rehearsal of works with chorus or opera with chorus or open rehearsal for guarantors or sponsors;~~

~~(c) Twelve (12) other occasions per season;~~

~~Rehearsals shall not end later than 5:30 p.m. except for:~~

~~(a) Rehearsals of works with chorus or opera with chorus where any part of the work involves the use of the chorus after 5:30 p.m.; or~~

~~(b) Open rehearsals for guarantors or sponsors;~~

The Employer will use its best efforts to ~~reschedule~~ schedule rehearsals of Orchestra with chorus, and opera with chorus, and guarantors rehearsals to end by 5:30 p.m. and such rehearsals shall not end later than 7:05 p.m.

~~There shall be no more than five (5) such rehearsals per Season, plus one (1) additional evening rehearsal for the Messiah. If more than four (4) such rehearsals are scheduled, one (1) shall be in a week in which there shall be no more than three (3) concerts.~~

An evening rehearsal with chorus may be two and one-half (2½) hours on a double rehearsal day if the first rehearsal that day is two (2) hours. The two (2) rehearsals shall be scheduled with an interval of one (1) hour between rehearsals.

~~On days with an evening concert, rehearsals shall not end later than 3:30 p.m. except for six (6) occasions per Season;~~

~~Saturday rehearsals during the Winter Season shall be limited to five (5) occasions per season, not including rehearsals on tour, except for those Seasons in which Subscription concerts~~

~~are scheduled during the week of Memorial Day in which case a sixth (6th) Saturday rehearsal in the prior week will be allowed, if necessary. During Subscription weeks there shall be no Saturday rehearsal if there is a Sunday service.~~

Section 5.6 ~~**Section 5.7**~~ **Double Rehearsal Days.** Two (2) rehearsals will be allowed in the same day, provided that:

(a) ~~The first~~One rehearsal is two and one-half (2½) hours and the ~~second~~other rehearsal is limited to two (2) hours, ~~except as provided in Section 5.6 for choral rehearsals, and in addition, on four (4) other occasions per year the two (2) and two and one-half (2½) hour rehearsal order may be switched.~~

(b) Starting time of the first rehearsal shall be 10:00 a.m. and completion time of the second rehearsal shall be 3:35 p.m. If scheduling conflict exists, earliest starting time shall be 9:00 a.m. and latest completion time shall be 5:30 p.m., except as provided in Section 5.6.

~~(e) No double rehearsal shall take place on Saturday or Sunday without MOMC's consent.~~

(c) ~~(d)~~ No double rehearsal shall take place on the day following an evening runout concert beyond seventy-five (75) miles from Minneapolis.

(d) ~~(e)~~ No double rehearsal shall take place within twenty-four (24) hours following Orchestra's return from tour if return is after 8:00 p.m., with two (2) exceptions permitted per Symphony Season provided they do not conflict with Section 15.11 (a).

(e) ~~(f)~~ There shall be no limit on the number of double rehearsal days per week.

~~(g) Services on a double rehearsal day shall be in the same building.~~

(f) ~~(h)~~ No overtime shall be permitted on double rehearsal days, except that 15 minutes overtime will be allowed when the final rehearsal for a subscription concert falls on a double rehearsal day. Artistic overtime as allowed in Section 8.3 (a) is permitted on double rehearsal days.

Section 5.7 ~~**Section 5.8**~~ **Commencement of Services.** Musicians are expected to be present at all rehearsals and concerts not less than ten (10) minutes before the scheduled call time and to be ready to play at least five (5) minutes before such time. Tuning for rehearsals shall take place one (1) minute before the scheduled call time for the rehearsal and tuning for concerts shall take place at or after the call time. Tardiness for purposes of any disciplinary action shall be based on five (5) minutes before the scheduled call time. Chronic tardiness may result in progressive discipline, including oral and written reprimands, suspension, or termination.

ARTICLE VI - REHEARSALS

Section 6.1 **Length of Rehearsals.** No rehearsal without payment of overtime shall exceed two and one-half (2½) hours in length. The duration of a rehearsal shall be computed from

the time the rehearsal is scheduled to begin until the time the conductor or Personnel Manager dismisses the members of the Orchestra.

Any rehearsal following a morning concert shall not exceed two (2) hours unless it is the only rehearsal for a specific program.

One (1) minute before the scheduled end of the rehearsal, and one (1) minute before an intermission is required, the Personnel Manager will signal the conductor. At the end of the rehearsal (including grace periods or Artistic Overtime, as allowed in Sections 6.2 and 8.3), the Personnel Manager shall advise the conductor in an appropriate manner and playing shall cease.

For all rehearsals a large clock shall be placed on the wall in plain sight of the Orchestra.

Two (2) times per season there may be a four (4) hour dress rehearsal for a concert opera/oratorio. This rehearsal shall count as two (2) services and no other services may be scheduled on the same day. There shall be a total of ~~forty~~^{thirty} (40³⁰) minutes of intermission with a minimum of fifteen (15) minutes per intermission. No portion of the rehearsal shall exceed one (1) hour thirty (30) minutes without intermission.

If for reasons of Force Majeure it is impossible to start a rehearsal at the scheduled time, a delay of up to thirty (30) minutes will be permitted before the actual start of a rehearsal. After consultation with the Orchestra Committee, the Employer may extend the scheduled end time of the rehearsal by an amount of time equal to the delay. ~~A Musician who has made a firm commitment to a conflicting engagement shall be excused from the extended portion of the rehearsal.~~

Section 6.2 Rehearsal Intermissions. Intermission for all two (2) hour rehearsals shall commence so that Musicians shall not play longer than one hour and fifteen minutes without intermission. Intermission for all two and one-half (2½) hour rehearsals shall be scheduled so that no portion of a rehearsal, including overtime, shall exceed one (1) hour thirty (30) minutes without intermission except as provided in the next two (2) paragraphs and Section 8.3. For each half-hour of rehearsal overtime, there shall be a five (5) minute intermission to be taken during the period of overtime or during the last fifteen (15) minutes of regular rehearsal time. Intermission for all two (2) hour rehearsals will be fifteen (15) minutes in length. Intermission for all two and one half (2½) hour rehearsals will be twenty (20) minutes in length.

A grace period of up to three (3) minutes will be permitted during Subscription and Sommerfest rehearsals, without payment of overtime, at the end of the first half of rehearsal to be used only to complete the work being rehearsed. This grace period will not change the length of the break or total length of the rehearsal, but cause the break to begin up to three (3) minutes later.

At the conductor's discretion, any two and one-half (2½) hour rehearsal may be extended beyond the one (1) hour and thirty (30) minute limit without intermission, provided that such rehearsal ends after no more than one (1) hour and fifty (50) minutes. Any two (2) hour rehearsal may be extended beyond the one (1) hour and fifteen (15) minute limit without intermission, provided that such rehearsal ends after no more than one (1) hour and thirty (30) minutes.

Section 6.3 Sectional Rehearsals. There shall be no limit on sectional rehearsals so long as they do not exceed thirty (30) minutes for any section involved.

On three (3) days during a Season, two (2) separate sectional rehearsals of up to two (2) hours each may be scheduled which shall count as only one (1) service. The latter rehearsals shall have an intermission of twenty (20) minutes.

For all sectional rehearsals, the Orchestra is not to be subdivided beyond the following: percussion, brass, winds, and strings.

Notice of sectionals may be given in accordance with Section 6.4, provided that time, date or duration of the service is not affected.

Section 6.4 Notice of Works to be Rehearsed. At least seven (7) days prior to the first rehearsal for a concert, the Employer shall post on the official bulletin board a listing of the order of works to be rehearsed, the instrumentation for such works, and the parts requiring doubling. In the event it is necessary to change the order and/or the works to be rehearsed, the Musicians, whenever possible, shall be given at least forty-eight (48) hours' notice thereof. The Employer shall be free to add or delete instruments following such notice, but no Musician shall be required to play an instrument added without the seven (7) days' notice. Conductor may return to work previously rehearsed at any rehearsal provided that intention to do so has been announced to the Orchestra before beginning rehearsal of the next work. The Personnel Manager will determine at every rehearsal intermission the personnel needs for the second half of every rehearsal. The Personnel Manager will also determine the personnel needs for the second rehearsal of a double rehearsal day by the end of the first rehearsal. This paragraph notwithstanding, it is understood all Musicians are on call for all of every rehearsal unless excused by the Conductor or a Personnel Manager.

Section 6.5 Initial Markings. Not later than the beginning of the first rehearsal for a subscription concert, all section parts shall be marked on a consistent basis, showing bowing markings, cuts, dynamics and other changes. Any changes in parts after the end of the last rehearsal must be approved by the conductor and written into the individual parts, and the affected Musicians shall be given a written notice prior to the next performance of that work alerting them that a change has been made. The conductor shall have the right to limit changes in parts at any rehearsal unless the changes have his/her express approval.

Section 6.6 Final Rehearsal. The final rehearsal of any work shall be held within seven (7) days of its first performance.

ARTICLE VII - CONCERTS

Section 7.1 Duration of Concerts ~~in Home Service Area~~. The duration of concerts (without payment of overtime) ~~in the Home Service Area~~ shall not exceed two (2) hours and thirty (30) minutes computed from the time that the concert is scheduled to begin (or begins if delayed for a reasonable period due to Force Majeure) to the final note of the last work played, with a minimum intermission of fifteen (15) minutes. The following exceptions shall be applicable:

(a) There may be two (2) sets of three (3) hour concerts each season within a period of eight (8) days involving a concert version opera, with a minimum aggregate intermission time of twenty (20) minutes.

~~(b) For classical subscription concerts and classical Sommerfest concerts there may be three (3) sets of two and one-half (2½) hour concerts each season within a period of eight (8) days involving a chorus, with a minimum intermission of fifteen (15) minutes.~~

~~(c) Regular subscription concerts which shall not exceed two and one-quarter (2¼) hours.~~

~~(d) Performance of the Messiah and Nutcracker which shall not exceed two and one-quarter (2¼) hours.~~

~~(e) There may be two (2), two and one-quarter (2¼) hour Sommerfest concerts per season.~~

~~(f) There may be a five (5) minute grace period without payment of overtime for a maximum of six (6) weekend concerts and a maximum of four (4) cabaret pops concerts per season.~~

~~(g) Any Sommerfest concert may be two (2) hours and five (5) minutes when there is a twenty (20) minute intermission for such concert.~~

~~(h) On stage broadcast concerts shall end when Concertmaster signals the completion of the service.~~

(b) ~~(i)~~ Playing without an intermission cannot exceed one and one-half (1½) hours except for single works designed to be performed without intermission.

Section 7.2 Duration of Concerts Outside Home Service Area. ~~For concerts outside the Home Service Area, the scheduled program, including encores, shall not exceed two (2) hours including intermission of at least fifteen (15) minutes. The following exceptions are permitted:~~

~~(a) Runouts for which the Orchestra is credited for two (2) services shall not exceed two and one-quarter (2¼) hours for regular concerts;~~

~~(b) Concerts performed on tour shall not exceed two and one-quarter (2¼) hours in length.~~

Section 7.3 Additional Exceptions. ~~On six occasions per year, the duration of concerts without the payment of overtime may be 2¼ hours. These six are in addition to other exceptions outlined in Sections 7.1 and 7.2.~~

Section 7.2 Section 7.4 Concert Start Time. All concerts shall start not later than 8 p.m., except for:

(a) A delayed call for Musicians later than the starting time of the performance.

- (b) Locations where the traditional starting time is later than 8 p.m.
- (c) Delays due to Force Majeure.
- (d) On two (2) other occasions per season, concerts may begin not later than 8:30 p.m., but there may be no delayed call for Musicians.

Section 7.3 ~~**Section 7.5-Young People's Concert Duration.**~~ Two (2) Young People's Concerts performed in one (1) session shall be considered as one (1) service, but the time consumed shall not exceed two and one-half (2 ½) hours from the time the first concert is scheduled. There shall be an intermission between the concerts of at least forty (40) minutes. Only one (1) such concert service shall be scheduled on any given day and any rehearsal service on such a day will be limited to two (2) hours and will be for a non-subscription program.

Section 7.4 ~~**Section 7.6-Double Concert Days.**~~

- (a) The first concert of a day with two (2) concerts shall not exceed two (2) hours with an intermission of at least fifteen (15) minutes.
- (b) There shall be only one (1) subscription concert allowed in a day.
- (c) There shall be only one (1) concert allowed on days with a live broadcast.

Section 7.5 ~~**Section 7.7-Addition to the Works to Be Played in Concert or Recording Session.**~~ Any addition to the works to be played at a concert or recording session shall be noticed to the Musicians four or more days prior to the concert or recording session. This notice requirement is not applicable when a change is necessitated by a substitute soloist or conductor, or any similar emergency.

ARTICLE VIII - SALARIES AND COMPENSATION

Section 8.1 **Minimum Salary Schedule.**

- (a) Except as provided in (b), Employer shall make no individual contracts at salaries less than the following weekly minimum scale:

Effective Date	Weekly Minimum Salary Scale	Minimum Increase in Musicians Weekly Salary
10/01/07	\$1,845	\$18
04/01/08	\$1,882	\$37
10/01/08	\$1,919	\$37
04/01/09	\$1,962	\$43
10/01/09	\$2,007	\$45
04/01/10	\$2,052	\$45
10/01/10	\$2,114	\$62
04/01/11	\$2,177	\$63

10/01/11	\$2,237	\$60
04/01/12	\$2,308	\$71

<u>Effective Date</u>	<u>Weekly Minimum Salary Scale</u>
<u>Yr-1</u>	<u>\$1,498</u>
<u>Yr-2</u>	<u>\$1,513</u>
<u>Yr-3</u>	<u>\$1,528</u>
<u>Yr-4</u>	<u>\$1,543</u>
<u>Yr-5</u>	<u>\$1,558</u>

The above weekly minimum salaries include Electronic Media Guarantee payments of \$75 per week.

(b) Librarians shall receive the following minimum scale wage:

Principal Librarian	100% of Musicians' Scale
Associate Principal Librarian	100% of Musicians' Scale
Assistant Principal Librarian	60% of Musicians' Scale

~~In each year of this Agreement, each Librarian will receive a minimum increase in their then actual salary of a percentage equal to the percent by which the Musicians' scale has increased that year and at that same time.~~

(c) Salaries shall be payable ~~every other Monday throughout the Season. Except for the first two (2) weeks, every two (2) weeks' paycheck shall be in payment of one (1) week's services rendered, and one (1) week's services in advance. The first paycheck of the Season will be either for one (1) week's salary in the first week of the Season or for two (2) weeks' salary payable after the first week of the Season, depending on whether or not the beginning of the Season coincides with the biweekly payroll schedule of the year.~~ on the Employer's regular payroll dates, and consistent with its regular payroll practices.

(d) Upon the expiration of the term of this collective bargaining agreement and until any new collective bargaining agreement is reached, Employer shall have the option to pay on a weekly basis for services actually rendered.

~~Section 8.2 Seniority Pay. Each Eligible Musician and Librarian shall receive the following amounts based on years of completed service commencing with his or her actual anniversary date:~~

Weekly Amount based upon Completed Years of Service:

<u>Effective Date</u>	<u>10-14 years</u>	<u>15-19 years</u>	<u>20-24 years</u>	<u>25 years & over</u>
October 1, 2007	\$40	\$45	\$50	\$55
October 1, 2009	\$45	\$50	\$55	\$60
October 1, 2011	\$50	\$55	\$60	\$65

Payments under the foregoing tabulation shall be in addition to any other amounts due the Musician and shall be made in the Musician's regular paycheck. Completed years of service need not be consecutive for staff Musicians. Provided, however, that in the case of staff Musicians with previous experience with the Orchestra through one year contracts only, those years of service shall be counted when determining actual anniversary date only if consecutive and immediately prior to joining the Orchestra as a staff Musician.

Section 8.2 ~~Section 8.3~~ Overtime. Overtime payment shall be made in ~~fifteen~~ five (15) minute increments ~~for overtime periods of fifteen (15) minutes or fraction thereof.~~ Scheduled overtime shall be at the scale rate for the first thirty (30) minutes, double scale thereafter. ~~Unscheduled overtime shall be paid at double scale. Scheduled and concert overtime shall be compensated as follows:~~

<u>Effective Date</u>	<u>15 Min.</u>	<u>30 Min.</u>	<u>45 Min.</u>	<u>60 Min.</u>	<u>75 Min.</u>	<u>90 Min.</u>
October 1, 2007	\$25.62	\$51.24	\$102.48	\$153.72	\$204.96	\$256.20
April 1, 2008	\$26.14	\$52.28	\$104.56	\$156.84	\$209.12	\$261.40
October 1, 2008	\$26.65	\$53.30	\$106.60	\$159.90	\$213.20	\$266.50
April 1, 2009	\$27.25	\$54.50	\$109.00	\$163.50	\$218.00	\$272.50
October 1, 2009	\$27.87	\$55.74	\$111.48	\$167.22	\$222.96	\$278.70
April 1, 2010	\$28.50	\$57.00	\$114.00	\$171.00	\$228.00	\$285.00
October 1, 2010	\$29.36	\$58.72	\$117.44	\$176.16	\$234.88	\$293.60
April 1, 2011	\$30.24	\$60.48	\$120.96	\$181.44	\$241.92	\$302.40
October 1, 2011	\$31.07	\$62.14	\$124.28	\$186.42	\$248.56	\$310.70
April 1, 2012	\$32.05	\$64.10	\$128.20	\$192.30	\$256.40	\$320.50

~~[Weekly Minimum Salary Scale / 8 (avg #~~ Each 5 minute overtime payment will be calculated as follows: weekly minimum salary scale ÷ 8 (average number of services per week) ÷ 2.25 (avg average service length) = Hourly Scale Rate] / 4 = 15 Minute Rate ÷ 12.]

Overtime payments shall be made:

- (1) For rehearsals in excess of the maximum time prescribed in this Agreement to all Musicians who were notified to be present and were available for overtime; and
- (2) For concerts in excess of the maximum time prescribed in this Agreement to all Musicians actually performing ~~or on call~~ for such overtime.

~~Unscheduled overtime for a maximum period of fifteen (15) minutes may be utilized in connection with the final rehearsal for a concert. Notice of probable overtime will be given during intermission if possible.~~

~~Thirty (30) minutes of overtime at double scale may be used if at least twenty-one (21) hours notice is given for the final rehearsal for: subscription concerts, Sommerfest, or any rehearsal on tour.~~

~~A Musician who has made a firm commitment to a conflicting engagement shall be excused from overtime.~~

~~Artistic overtime of up to three (3) minutes will be permitted at the end of any rehearsal. Overtime will accrue in one (1) minute increments up to a maximum of three (3) minutes per rehearsal and shall be paid at double scale at the end of each Symphony Season.~~

~~A librarian on duty for an evening or weekend service will be paid overtime if other Musicians receive overtime for that service.~~

Section 8.3 ~~Section 8.4~~ **Extra Services.** Employer may require Musicians at any time during the Symphony Season to render services in excess of the number prescribed in this Agreement, provided that the Employer gives the Musicians at least ~~fourteen~~seven (14)7 days' notice prior to the extra service required, and of the date and time thereof. Musicians on call for such extra service shall be compensated at one-~~sixth~~eighth (1/68th) of ~~their individual~~the minimum weekly salary scale.

Section 8.4 ~~Section 8.5~~ **Doubling.** If a Musician is called upon to play ~~an~~a recognized orchestral instrument other than the instrument or instruments specified in the Musician's individual contract, such doubling shall be compensated as provided in his/her individual contract, or at the following rates, for each rehearsal and/or concert for which s/he is on call for each doubling instrument:

Effective Date	Rehearsal	Concert
October 1, 2007 <u>Yr-1</u>	\$45.37 <u>38.98</u>	\$63.59 <u>54.64</u>
April 1, 2008 <u>Yr-2</u>	\$46.28 <u>39.37</u>	\$64.86 <u>55.19</u>
October 1, 2008 <u>Yr-3</u>	\$47.19 <u>39.76</u>	\$66.14 <u>55.74</u>
April 1, 2009 <u>Yr-4</u>	\$48.25 <u>40.16</u>	\$67.63 <u>56.30</u>
October 1, 2009 <u>Yr-5</u>	\$49.35 <u>40.56</u>	\$69.17 <u>56.86</u>
April 1, 2010	\$50.46	\$70.72
October 1, 2010	\$51.98	\$72.85
April 1, 2011	\$53.53	\$75.03
October 1, 2011	\$55.00	\$77.09
April 1, 2012	\$56.75	\$79.54

Section 8.5 ~~Section 8.6~~ **Substitute Musicians and Extra Musicians.** Substitute Musicians and Extra Musicians who are engaged for less than a full week shall be paid one-tenth (1/10th) of 75% of the weekly minimum salary scale for any service of less than two (2) hours and one-eighth (1/8th) of 75% of the weekly minimum salary scale for any service of two (2) hours or

more. However, if a Substitute Musician or Extra Musician is engaged for, and performs, an entire week of at least, but not to exceed, eight (8) services, the total weekly compensation shall be the weekly minimum salary then in effect, ~~and shall not be computed according to the above scale.~~ For purposes of this Section, weekly minimum salary scale shall not include Electronic Media Guarantee payments.

Effective Date	Services Less Than Two (2) Hours: 1/10 th of Base	Services of Two (2) Hours or More: 1/8 th of Base	Full Week
October 1, 2007 Yr-1	\$177.00 112.35	\$221.25 140.44	\$1,770 1,124
April 1, 2008 Yr-2	\$180.70 113.48	\$225.87 141.84	\$1,807 1,135
October 1, 2008 Yr-3	\$184.40 114.60	\$230.50 143.25	\$1,844 1,146
April 1, 2009 Yr-4	\$187.70 115.73	\$235.87 144.66	\$1,887 1,157
October 1, 2009 Yr-5	\$193.20 116.85	\$241.50 146.06	\$1,932 1,169
April 1, 2010	\$197.70	\$247.12	\$1,977
October 1, 2010	\$203.90	\$254.87	\$2,039
April 1, 2011	\$210.20	\$262.75	\$2,102
October 1, 2011	\$216.20	\$270.25	\$2,162
April 1, 2012	\$223.30	\$279.12	\$2,233

~~Section 8.7 — Small Ensembles.~~ Employer shall be permitted to use smaller ensembles than those listed in Section 5.5 provided that Musicians involved agree to perform such services. Such ensembles shall be composed of Musicians who have declared their agreement to do such work. All requests for small ensembles must go through the MOMC.

~~Small ensemble services may be used for rehearsals, concerts, lecture demonstrations, master classes, clinics, workshops, etc.~~

~~A Musician performing such small ensemble services may, at his/her option, be credited for a service off from the Orchestra for each performance or may be paid the following rates for each performance:~~

Effective Date	One (1) Hour Service or Less	Over One (1) Hour, up to one (1) hour fifteen (15) minute Service	One (1) hour sixteen (16) minutes up to a two (2) hour Service
October 1, 2007	\$99.30	\$115.85	\$165.52
April 1, 2008	\$101.29	\$118.18	\$168.85
October 1, 2008	\$103.29	\$120.50	\$172.17
April 1, 2009	\$105.60	\$123.20	\$176.02
October 1, 2009	\$108.02	\$126.03	\$180.06
April 1, 2010	\$110.45	\$128.85	\$184.10
October 1, 2010	\$113.78	\$132.75	\$189.66
April 1, 2011	\$117.17	\$136.70	\$195.31
October 1, 2011	\$120.40	\$140.47	\$200.69

April 1, 2012	\$124.22	\$144.93	\$207.06
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~~The above compensation (whether it be service(s) off or the fee structure above) includes one (1) two (2) hour small ensemble rehearsal. Dress rehearsal(s) for Kinder Konzerts shall be paid at performance rates.~~

~~If additional rehearsals are required, Musician at his/her option may be credited for time off from Orchestra Services or may be paid at the current Union rate for each two (2) hour rehearsal.~~

~~Kinder Konzerts shall be paid at Small Ensemble Rates detailed herein within the additional following conditions:~~

~~(a) — The dress rehearsal and each Sommerfest Family Day performance shall have a maximum length of one (1) hour and shall be paid at the rate for a two-hour service plus the rate for a one-hour service.~~

~~(b) — Each morning performance shall have a maximum length of three (3) hours and shall be paid at the rate for a two-hour service plus the rate for a one-hour service.~~

~~(c) — Doubling rates as detailed in Section 8.5 shall apply with the concert rate being paid for the dress rehearsal and for each morning and Sommerfest Family Day performance.~~

~~MOMC, working with the Personnel Manager, shall insure equitable distribution of small ensemble work among Orchestra personnel.~~

~~The Employer agrees not to undertake commercial ventures, which normally employ jobbing Musicians (i.e., hotels, cafes, etc.). This provision will not be used by Union or Musicians to restrict the Orchestra's participating in events sponsored by the Association as either the sponsor or co-sponsor, for which the Association bears full or partial financial responsibility. Employer may, however, utilize its Musicians for small ensemble work in conjunction with business promotions, which do not normally or regularly hire Musicians, provided that for any such non-educational small ensemble use, the Employer will also pay a leader fee of \$60.00.~~

~~**Section 8.8 — Chamber Music.** The parties recognize the value of providing interested Musicians the opportunity to perform chamber music on a voluntary basis. The Music Director (or Artistic Director) may request specific Musicians for particular works. If no agreement is reached, the MOMC shall propose other Musicians for that chamber music performance, taking into account the factors set forth herein. The ultimate decision as to whether to perform the work shall be made by the Music Director (or Artistic Director). Chamber music programs may be proposed by the Music Director, Artistic Director, Artistic Advisory Committee, or performing Musicians, subject to final approval from the Music Director (or Artistic Director). In accomplishing the mutual goal of providing such opportunities, the MOMC together with the Music Director (or Artistic Director) shall arrange for chamber music opportunities to be distributed equitably among all interested Musicians, taking into account artistic requirements, nature of repertoire, and prior opportunities.~~

~~The fee for performing chamber music under this Section, inclusive of rehearsal(s) and performance, shall be as follows:~~

October 1, 2007	\$436.35
April 1, 2008	\$445.12
October 1, 2008	\$453.87
April 1, 2009	\$464.04
October 1, 2009	\$474.69
April 1, 2010	\$485.33
October 1, 2010	\$499.99
April 1, 2011	\$514.89
October 1, 2011	\$529.08
April 1, 2012	\$545.87

~~When doubling is required by chamber music repertoire, one doubling fee shall be paid at the concert rate outlined in Section 8.5 for each set of rehearsals and performance.~~

Section 8.6 Kinder Konzerts. A Musician performing in a Kinder Konzert shall be paid the following rates for each rehearsal and each performance:

	<u>One (1) Hour Service or Less</u>	<u>Over One (1) Hour Up to One (1) Hour Fifteen (15) Minute Service</u>	<u>One (1) Hour Sixteen Minutes up to a Two (2) Hour Service</u>
<u>Yr-1</u>	<u>\$85.33</u>	<u>\$99.55</u>	<u>\$142.24</u>
<u>Yr-2</u>	<u>\$86.18</u>	<u>\$100.55</u>	<u>\$143.66</u>
<u>Yr-3</u>	<u>\$87.04</u>	<u>\$101.56</u>	<u>\$145.10</u>
<u>Yr-4</u>	<u>\$87.91</u>	<u>\$102.58</u>	<u>\$146.55</u>
<u>Yr-5</u>	<u>\$88.79</u>	<u>\$103.61</u>	<u>\$148.02</u>

No compensation shall be paid for cancelled rehearsals or cancelled Kinder Konzerts.

Section 8.7 ~~Section 8.9~~ **“Members of”**. It is understood that from time to time an opportunity for additional employment may arise that cannot be placed in the Minnesota Orchestra schedule. This could be anytime during the Season.

These services are voluntary in nature and meant to provide additional employment to those Musicians choosing it. ~~The Symphony Ball and New Year’s Eve services will be paid at a rate of not less than Local scale.~~ Any additional services shall be paid at a service rate not less than one-eighth (1/8th) of weekly scale (less EMG). ~~This rate will also be paid to non-orchestra members playing the service.~~

As with all Minnesota Orchestra activities, “Members of” engagements will be consistent in meeting artistic standards of the highest quality and integrity.

~~Section 8.10 Required Librarians.~~ If the duties of one or more librarians are required for any of the services described in Sections 8.7, 8.8 or 8.9 above, those librarians will be paid at the following rates:

(a) ~~Small Ensembles~~ for each Kinder-Konzert season, two 2-hour service payments during the regular season, plus one 2-hour service payment for all summer performances if there are any;

(b) ~~Chamber Music~~ one payment per concert

(c) ~~"Members of"~~ one payment per service

ARTICLE IX - INSURANCE

Section 9.1 Life Insurance. ~~The~~ Effective January 1, 2013 the Employer shall pay the entire premium for group term life insurance coverage in the total amount of ~~\$110,000.00~~ 50,000.00 for each Eligible Musician. Such amount shall be reduced at age seventy (70) to fifty percent (50%) of the group term coverage. AD&D coverage shall not be provided under the life insurance plan.

Section 9.2 Medical Insurance. The Employer shall make available and contribute to the costs of group medical insurance as follows:

~~From October 1, 2007 through December 31, 2007, the Employer shall continue its plans and contribution rates as were in effect as of September, 2007.~~

Effective January 1, 2008

2008

Plan	Total Premium	Employer Share	Musician Share
Aware PPO 500			
Sg	\$471.50	\$474.71	0
Sg+1	\$990.50	\$940.24	\$50.26
Family	\$1,509.00	\$1,309.51	\$199.49
Aware PPO 200			
Sg	\$498.00	\$474.71	\$23.29
Sg+1	\$1,046.00	\$940.24	\$105.76
Family	\$1,594.00	\$1,309.51	\$284.49
High-Deductible Plans with HSA			
Sg	\$339/\$135	\$474.00	N/A
Sg+1	\$712.50/\$220	\$932.50	N/A

Plan	Total Premium	Employer Share	Musician Share
Family	\$1,085.50/\$220	\$1,305.50	N/A

~~Beginning with calendar year 2009, if the premium rate for Association medical insurance plans is projected by the insurer to increase by less than 10%, the increase will be shared proportionally. Beginning with calendar year 2009, in any calendar year for which the premium rate for Association medical insurance plans is projected by the insurer to increase by 10% or more, the Employer and MOMC (or its designate) shall be required to meet promptly and review any possible plan redesign, alternative plan options, and alternative carriers that would result in the total premium rate for Association medical insurance plans not increasing by more than 10%. Each party agrees to use their best efforts in this process to review, consider and potentially adopt such plan changes in order to minimize the expense increases to the Employer and to the Musicians. Neither party will unreasonably withhold agreement to implement such changes.~~

~~If the Employer and the MOMC cannot reach an agreement on such alternative(s) at least 30 days prior to the Association's annual enrollment period, the then existing plan options will continue for the following year to the extent they remain available. The premium contribution rates paid by the Employer and the employees respectively will then be recalculated so that all premium cost increases at a 10% increase will be shared proportionally. The premium contribution rates paid by the Employer and employees respectively will then be further recalculated so that the portion of the total premium cost increases to the Association above 10% shall be borne entirely by the employees, apportioned as applicable, based on actual plan rates and levels.~~

Beginning January 1, 2013, the Employer will contribute to Musician's Health Insurance Premiums as follows:

Single: Employer contribution = \$460/month

Single +1: Employer contribution = \$990/month

Family: Employer contribution = \$1,460/month

For each calendar year thereafter, the increases in premium will be shared equally between the Employer and the Musicians, but in no event will the Employer's share of the premium increase by more than 5% from one year to the next. Any premium amounts over that 5% will be borne by the Musicians.

The Musicians' part of medical costs may be paid through the Employer's Section 125 pre-tax plan.

The Employer will continue to pay its portion of the health insurance benefits premium for Musicians out on unpaid medical leave for the duration of the leave. The Musician will be responsible for the monthly cost share amount if their plan choice so dictates.

Dependent coverage, whether Single +1 or Family shall include same sex Domestic Partners. Coverage for opposite sex Domestic Partners shall be made available with the full cost thereof to be paid by the Musician.

Section 9.3 Disability Insurance. The Employer shall pay the full cost of the premium for long-term disability insurance coverage for Eligible Musicians with the following features:

(a) The insurance policy's definition of "disability" shall relate to an inability to perform the Musician's regular job duties for the first two (2) years, and after the first ~~two~~ five (25) years to an inability to perform any work for which the Musician is qualified or may reasonably become qualified. ~~Effective January 1, 2008, the two (2) year provisions referred to in this subparagraph (a) shall be changed to five (5) years.~~

(b) Monthly benefit payments will commence only after a waiting period of one hundred eighty (180) days of disability.

(c) The monthly benefit amount will be sixty percent (60%) of the Musician's minimum salary scale.

(d) Benefit payments will be coordinated with other disability payments, such as Social Security or Worker's Compensation, and paid sick leave to provide a total benefit from all sources not to exceed sixty percent (60%) of the Musician's regular weekly salary at the time the disability commenced.

(e) Benefit payments will terminate upon termination of disability or attainment of age sixty-five (65), whichever is earlier. For disabilities beginning after age sixty (60), benefits for continued disability will terminate after five (5) years or the attainment of age seventy (70), whichever is earlier.

(f) ~~Effective October 1, 2007, there~~ There will be no durational limit on disabilities due to mental illness.

Section 9.4 Social Security and Unemployment Coverage. During the term of this Agreement, the Employer shall not implement any election to withdraw voluntarily from the participation in Social Security or Unemployment Compensation coverage for Musicians.

Section 9.5 Dental Insurance. The Employer shall pay the employee and dependent premium cost for its dental insurance plan. ~~The dental insurance plans shall be Delta USA Premier and Delta Preferred Option USA/Delta USA Premier.~~ A Musician will pay \$10/month for employee coverage or \$30/month for family coverage.

Management will have the option to review plan design and dental insurance carriers each year. ~~Any changes to the plans will be subject to review and approval of the Musicians.~~

Section 9.6 Instrument Insurance. The Employer shall provide property loss coverage on string instruments actually played in the Orchestra of \$200,000 per player to an aggregate of \$12 million (based on 60 string players). In the event the value of the string instruments submitted for coverage exceeds \$12 million, the Association and the MOMC will, on

a pro-rata basis, allocate insurance coverage among submitted valuations within the \$12 million aggregate limitation. The Orchestra will insure a maximum of two string instruments and bows that are actually played in the Orchestra, subject to the aggregate valuation limitation.

The Employer shall provide property loss coverage on non-string instruments actually played in the Orchestra of \$75,000 per non-string player. Additional coverage shall be available for purchase by individual Musicians at the group rate.

Section 9.7 Individual Tax-Exempt Accounts. Unless otherwise unavailable due to conflicts with applicable statutes or regulations for employees electing to participate in the Association's HSA, at the request of any Staff Musician, the Employer shall establish and administer individual accounts for payment of child care and/or unreimbursed medical expenses. Employer shall make no contributions to such accounts. Such accounts shall conform to applicable government regulations.

ARTICLE X - PENSION

Section 10.1 Pension Plan. The Employer agrees to amend The Minnesota Orchestral Association's Pension Plan in the manner set forth in Exhibit A attached hereto. The Employer further agrees to continue The Pension Advisory Committee as set forth in the document titled "Allocation to the Pension Advisory Committee of Responsibilities for the Operation and Administration of Minnesota Orchestral Association Pension Plan for Musicians." Copies of said documents shall be made available to Musicians upon request.

During the term of this Agreement, the Employer shall fund the Plan through periodic contributions pursuant to Section 9.7 of the Plan. During the term of this Agreement, the Employer shall not amend or terminate the Plan as it applies to any Musician without the written consent of the Union; provided, however, that the Employer may amend the Plan in any event, after notice to the Union, and following adequate opportunity to bargain with the Union if requested, as required to meet the qualification requirements of Section 401(a) of the Internal Revenue Code of 1954, as amended, or to meet the requirements of any other applicable law, such as the Employee Retirement Income Security Act of 1974. The Employer shall promptly furnish to the Union a copy of any amendment to the Plan.

Starting on September 1, 1999 any Staff Musician who is not 70½ years of age as of that date, will not be able to receive their pension and continue to work. Pension payments for these Musicians will commence upon retirement.

Effective September 1, 1996, provide an integrated benefit under the MOA Pension Plan which insures a \$36,000 annual pension for 30 years of service. Beginning January 1, 1997, the Association will contribute 7% of scale for each Musician to the American Federation of Musicians and Employers' Pension Fund in accordance with the terms of the plan's Declaration of Trust which is incorporated herein. Such resulting pension benefits will be integrated with the MOA benefit according to the terms of the MOA Pension Plan as amended and restated September 1, 1997.

At any time during the term of this Agreement either party may call for the formation of a Joint Committee consisting of five members of the Bargaining Unit and five Orchestra

representatives to meet and review the status of the Pension Plan and the Employer's contributions thereto. Such Committee will meet not later than 30 days after the call is made to form the Committee and the Committee will be charged with considering alternatives for review and recommendation to the Orchestra and the Bargaining Unit.

ARTICLE XI - VACATIONS

Section 11.1 Vacation Weeks. In each Season all full-time Eligible Musicians shall receive ~~at least~~ ten (10) weeks of vacation with payment of full salary. ~~One (1) week of vacation is defined as~~ At least five (5) such weeks will be seven (7) consecutive days.

~~One (1) of the vacation weeks will be the week which includes December 25 and if December 24 does not fall within that week, December 24 shall also be a free day, except in years when December 24 is a Friday, Saturday or Sunday, in which case no service shall extend beyond 6:00 p.m. For each full-time Eligible Musician another of the vacation weeks shall be either of the weeks adjacent to the "Christmas week," and may be scheduled separately for individual Musicians.~~

~~Employer will make every reasonable effort to schedule one of the vacation weeks during the time period of Spring Break/Easter.~~

~~Three (3) of the vacation weeks shall be consecutive weeks falling within the period commencing June 1 and ending at the end of the week following Labor Day. If the three (3) week summer vacation period starts on or after August 1, a vacation week will also be scheduled between the Winter and Summer Seasons that calendar year. If the three (3) week summer vacation period ends on or before July 7, a vacation week will also be scheduled between the Summer and Winter Seasons that calendar year. The Employer may schedule additional vacation weeks separately for individual Musicians.~~

~~Written notice of remaining vacation shall be provided by the Personnel Manager upon request of the individual Musician.~~

Vacations can be taken in split weeks in the event that split weeks are used by the Orchestra in scheduling services.

Section 11.2 Pro-Rata Vacation. There will be no pro-rata vacation deduction if an Eligible Musician's total unpaid leave during the course of a Season is two (2) weeks or less. Eligible Musicians playing less than forty (40) weeks shall have the amount of their vacation time pro-rated according to the number of weeks worked per the formula below:

$$\begin{array}{lcl} \text{Number of Vacation} & & \text{Number of weeks worked} + 2 \\ \text{Services Earned} & = & \text{Number of weeks in Season} \quad \times \quad \text{Maximum Vacation Services} \\ & & & \text{for Season} \end{array}$$

Example:

Weeks in Season = 52

Maximum Vacation Services for Season (10 weeks) - 80 services

Assume Musician takes 12 weeks leave and is paid only 40 weeks

Number of vacation services earned = $(40 + 2)/52 \times 80$ services = 64.6 or 65 services

Section 11.3 Librarians. Librarians shall receive ~~the following~~ annual paid time off: consistent with the schedule, policies and procedures for the Employer's Administrative staff.

~~Upon employment—14.0 hours per month~~

~~Upon tenure—17.33 hours per month~~

~~Upon completion of ten (10) years of employment—20.67 hours per month~~

~~Upon completion of twenty (20) years of employment—24.0 hours per month~~

ARTICLE XII - SICK LEAVE AND OTHER LEAVES OF ABSENCE

Section 12.1 Sick Leave. In the event that Eligible Musician becomes sick or disabled during the Symphony Season, Employer shall pay such Eligible Musician's full salary or half pay for absence due to illness according to the following scale based on consecutive Season(s) of service:

<u>Seasons of Service</u>	<u>Salary Continuation Weeks Per Season</u>
1st-10th Seasons	1- 13 6 Full Pay; 14 7-26 Half Pay
11th or More Seasons	1- 26 13 Full Pay; <u>14-26 Half Pay</u>

For the purposes of this Section, the Season is deemed to begin the first week of the Season.

Musician shall furnish a written request for payment together with an explanation for his/her absence.

Sick leave payments shall be coordinated with payments under the Worker's Compensation Act: the amount of sick leave payments from the Employer otherwise payable will be reduced by any weekly benefits received by a Musician pursuant to any Workers' Compensation law or any occupational disease law or other applicable law for the same period of absence from work for which sick leave benefits are paid. Workers' Compensation payments for hospitalization or medical expense or specific allowances for loss of members or disfigurements in excess of the portion of such allowances attributable to temporary total disability will not reduce the amount of sick leave payments.

A Staff Musician who has exhausted sick leave payments and who remains continuously disabled shall be granted a leave of absence without pay for the remaining period ending two (2) years from the date the disability commenced. The Musician shall submit a written request for such leave, accompanied by a statement from the Musician's attending physician that the Musician remains continuously disabled and unable to resume employment. Failure to return to work after reasonable notice from the Employer and after expiration of a leave of absence shall be a termination of employment. A Musician shall retain credit for previous Seasons of actual service for purposes of vacation and sick leave eligibility if such Musician is rehired and returns to work within three (3) years after termination.

The Employer may require examination at its expense by a physician selected by the Employer, at any time during or immediately following a paid or non-paid leave, regarding the illness or disability or the Musician's ability to resume regular employment.

Section 12.2 Leaves of Absence. Staff Musicians shall be required to render services throughout a particular Symphony Season. Leaves of absence shall be as follows:

(a) **Personal or Professional Leave** - A Staff Musician may request a leave of absence, without pay. Employer may grant or refuse such requests, but will not arbitrarily or unreasonably refuse such requests.

(b) **Maternity Leave Including Adoption** - Maternity leave for a Musician giving birth shall be paid at full salary for a period of eight (8) weeks commencing with the date of the baby's birth. The amount of such payments shall be charged against the Musician's sick leave eligibility as provided in Section 12.1.

A leave of absence, without pay, shall be granted for a period of up to three (3) calendar months after the period of contractual sick leave has expired or the date the child is placed with the adoptive mother.

(c) **Paternity Leave Including Adoption** - A paternity leave of absence shall be granted for a period of up to six (6) weeks commencing with the birth or the date the child is placed with the adoptive father. The first two weeks of such leave shall be with pay. The remainder of the leave period shall be without pay.

(d) **ICSOM Leave** - A leave of absence without pay shall be granted to ~~a~~one Musician per calendar year who is a delegate to the ICSOM Conference for the purpose of attending such conference. The Musician shall be given the option to take an unpaid leave or to use accrued vacation during the leave period.

(e) **Audition Leave** - Upon request a staff Musician may take an unpaid leave to attend an audition. If the Musician misses only the first rehearsal of the subscription program, they may play the remainder of the week. If the Musician misses more than the first rehearsal, the employer will determine whether the rest of the week is to be taken as unpaid leave, or if the Musician may play the remainder of the week. Any request not falling in the previous two categories will be determined on an individual basis.

~~(f) — Unpaid School Break Leave — Any Musician with a minor child in school (K-12), will be allowed, once a year and upon request, to take a one (1) week unpaid leave during the child's school spring break.~~

(f) Employer shall have the right to import from other locals of the Federation and employ substitute Musicians and Extra Musicians to perform in positions left vacant because of such leaves by Staff Musicians. Before hiring from outside of the local, the Employer will go through the process described in Section 23.3, paragraph 14.

ARTICLE XIII - LIBRARIANS

Section 13.1 Employment. The following positions are included in the bargaining unit: Principal Librarian, ~~and Associate Principal Librarian and Assistant~~ Principal Librarian.

All individual contract, tenure, discipline and discharge conditions, as set forth in Articles II and XIX herein, shall be the same for librarians as for other Musicians.

Section 13.2 Scheduling and Time Off. Because librarians' work schedules include but are not limited to attendance or availability at every Orchestra rehearsal and performance, certain Sections concerning scheduling and time off conditions contained herein generally do not apply directly to librarians. These Sections include 4.4, 4.6, 4.8, 5.5 and 5.8.

The Principal Librarian shall be responsible for scheduling librarians' service attendance and time off, in consultation with other librarians and, if necessary, with the music director and general manager. The general manager shall resolve any scheduling misunderstanding or conflict.

~~**Section 13.3 Medical, Sick Leave and Other Benefits.** For purposes of Medical Insurance, librarians shall be covered under the same plan as Musicians per Section 9.2.~~

Section 13.3 Medical, Sick Leave and Other Benefits. All working conditions and benefits ~~not covered elsewhere in this Agreement~~, including Medical and Dental Insurance, Life Insurance, Long Term Disability and Sick Leave, Librarians shall be covered by the Employer's Administrative Staff Benefits and Employee Handbook.

Section 13.4 Pension. Librarians shall participate in the AFM-EP pension plan.

Section 13.5 Committee Membership. Tenured librarians are eligible to serve on all Union and Orchestra committees, including audition and non-renewal committees.

ARTICLE XIV - RUNOUTS

Section 14.1 Meal Expenses. For Runout services, if one (1) or more meal times fall between the scheduled departure time and the time of arrival in the Minneapolis city limits, each Musician actually making the Runout shall be paid for any such meal according to the meal rates established for tours.

Section 14.2 Day Rooms. On Runouts where two (2) services take place and four (4) hours or more elapse between the end of one (1) service and the beginning of the other, the Employer will provide day rooms on the basis of two (2) Musicians per room.

Section 14.3 Free Time after Runout. There shall be a minimum of twelve (12) hours of elapsed time between the return of the Orchestra from a Runout and the first service the following day, unless the overtime rate is paid for the time invading the twelve (12) hour limit, but in no case will there be less than ten (10) hours elapsed time. One (1) occasion per Symphony Season will be permitted without overtime payment provided there is at least eleven (11) hours of elapsed time. Overtime shall not be payable if the required elapsed time would have been available but for a delay in the scheduled return of the Orchestra for reasons of Force Majeure.

Section 14.4 Runouts by Bus. Runouts by bus ordinarily will be limited to locations no more than one hundred ~~(100)~~thirty (130) miles distant from Minneapolis. ~~Runouts of up to one hundred thirty (130) miles may be scheduled between April 1 and October 31 with the approval of the Orchestra Committee, which approval shall not be unreasonably withheld where there are special circumstances such as service to the state, artistic enhancement of the Orchestra or extraordinary financial advantage to the Association. The Employer may schedule one (1) such one hundred thirty (130) mile Runout per Season without approval of the Orchestra Committee. The Employer shall pay travel pay at the rate of thirty five (35) cents per mile beyond the one hundred (100) mile limit. A day off will be scheduled on the day following a bus Runout of over one hundred (100) miles.~~

~~Section 14.5 Runouts Beyond 75 Miles.~~ ~~On Runouts beyond seventy five (75) miles from Minneapolis, Employer shall have the option of:~~

~~(a) Charging such Runouts as two (2) services, or if two (2) services are actually required, as three (3) services; or~~

~~(b) Charging such Runout as one (1) service and paying each Musician making the trip travel pay of twenty five (25) cents per mile beyond the twenty five (25) mile Home Service Area. If travel is by air or train, such travel pay shall be \$2.50 for each fifteen (15) minutes or fraction thereof computed from scheduled time of departure to arrival at depot or air terminal.~~

~~Section 14.6 Number of 75 Mile Runouts.~~ ~~The number of Runouts beyond seventy five (75) miles shall not exceed two (2) per week, three (3) per two (2) week period, or one (1) in a week in which six (6) or more services are devoted to rehearsal and performance of subscription concerts.~~

Section 14.5 ~~Section 14.7~~ Rehearsals on 50-Mile Runout Days. On days of Runouts beyond fifty (50) miles from Minneapolis, rehearsals or concerts in Minneapolis or St. Paul will be avoided whenever possible. There may be a maximum of three (3) exceptions in each Winter Season, but such service shall not begin before 10:00 a.m.

Section 14.6 ~~Section 14.8~~ Penalty Pay on Runouts. An allowance will be paid each Musician actually making a Runout in the event of arrival by bus at the Minneapolis city limits after 11:45 p.m. or if by air or train terminal after midnight. Payment for elapsed time after 11:45 p.m. or midnight respectively shall be as follows: \$4.00 per fifteen (15) minute period or fraction thereof within the first half (½) hour and \$5.00 per fifteen (15) minute period or fraction thereof beyond the first half (½) hour.

Section 14.7 ~~Section 14.9~~ Runout Scheduling. The Employer shall use its best efforts to avoid scheduling Runouts between December 1 and March 1.

ARTICLE XV - TOUR AND FESTIVAL SERVICE CONDITIONS

Section 15.1 Tour Arrangements/Orchestra Tour Committee. The Orchestra Tour Committee will consist of five (5) members. Tour Committee members will be elected by the Orchestra to overlapping terms that extend through two (2) consecutive major tours, domestic or foreign. The "Orchestra Tour Committee" will serve in an advisory, consultative and

informational role with the Association on all matters pertaining to the Orchestra's domestic and foreign touring. This Committee is to be free to discuss and consider any and all matters of touring in the broadest sense and shall be the Committee to negotiate conditions for foreign tours (Section 15.14). The Committee shall perform its functions in accordance with rules adopted by the Orchestra which shall not be inconsistent with this agreement. At least one hundred twenty (120) days before the commencement of a domestic tour and at least one (1) year before the commencement of a foreign tour to the extent that it is practicable to do so, Employer shall submit to the Tour Committee a report on proposed tour arrangements. Such report shall contain any request for possible options for consecutive double service days (Section 15.6) and may contain requests for possible exceptions to contract that might be mutually beneficial. The Tour Committee shall review proposed tour arrangements and requests and shall meet with Employer within thirty (30) days of receipt of this report to deliver decisions, comments, and any requests for change. After tour has been reviewed and mutually approved, neither Employer nor Tour Committee shall be held responsible if the mutually approved tour conditions are inconsistent with this Agreement, although every reasonable effort will be made to correct any such inconsistency. Upon request by the Tour Committee, a member of the Orchestra appointed by the Tour Committee and who is anticipated to be a member of the tour party will accompany each major advance visit of any tour or festival site.

Section 15.2 Duration of Tours. During any Season without a West Coast or Foreign Tour, there shall be no more than a total of thirty-five (35) tour days, and no tour shall exceed eighteen (18) consecutive days. During any Season with a West Coast, a Foreign Tour, or a festival in which the Orchestra resides and performs in one (1) location outside the Home Service Area for four (4) consecutive days or more, there shall be no more than a total of forty-two (42) Tour Days. No West Coast Tour shall exceed twenty-one (21) consecutive days. No Foreign Tour shall exceed twenty-eight (28) consecutive days. Any limitations on the duration of Tours may be extended by mutual agreement between the Employer and the Tour Committee.

Section 15.3 Number of Services Before and on Tour. In the seven (7) days preceding any tour of seven (7) or more days, there shall be no more than eight (8) services, and Runouts will be avoided whenever practicable. There shall be no more than one (1) service on the day immediately preceding a tour ~~and any service on that day shall be avoided whenever practicable. There shall be no more than one (1) service on the first day of any tour.~~ There may be two (2) services on the last day of any tour if return is no later than 10:00 p.m. There shall be no more than ~~seven~~eight (7~~8~~) services per tour week. There shall be no more than ~~five~~six (5~~6~~) major concerts in any tour week. A Young People's Concert limited to one (1) hour shall not be considered a major concert, but shall count as one (1) service. ~~The sixth and seventh services in a seven (7) service week may be a Young People's Concert(s), a rehearsal(s) of one (1) hour and thirty (30) minutes with no intermission, or touch-up or acoustic rehearsals as referred to in Section 15.5.~~

Two (2) major concerts on a single day in a tour week will not be scheduled without the consent of the Tour Committee, which consent shall not be unreasonably withheld.

~~**Section 15.4 Tour Encores.** Encore selections shall be chosen and announced before a tour begins, and no additions shall be made after commencement of the tour without prior consultation with the Orchestra Committee.~~

Section 15.4 ~~Section 15.5~~ Rehearsals on Tour.

(a) The duration of rehearsals on tour days without payment of overtime shall be limited to ~~one~~two (~~1~~2) ~~hour~~hours and thirty (30) minutes ~~with no intermission~~. There shall be a ~~ten~~twenty (~~10~~20) minute intermission in any tour rehearsal exceeding one (1) hour and thirty (30) minutes, commencing not later than one (1) hour and thirty (30) minutes after the start of the rehearsal. Tour rehearsals shall be limited to music performed on that tour.

(b) When the Orchestra is in residence on tour for six (6) consecutive days or more, rehearsals may be up to two (2) hours and thirty (30) minutes in duration with one (1) ~~fifteen~~twenty (~~15~~20) minute intermission.

(c) An acoustic rehearsal may be held on stage for ~~a~~ duration of fifteen (15) minutes commencing forty-five (45) minutes prior to the beginning of the concert and ending thirty (30) minutes before the beginning of a concert. A touch-up rehearsal may be held on stage for a duration of up to thirty (30) minutes commencing sixty (60) minutes prior to the beginning of the concert and ending no later than thirty (30) minutes before the beginning of the concert. The foregoing times may be modified only if:

- (i) The concert hall policy admits patrons earlier than thirty (30) minutes before the start of the scheduled concert and management will exert all efforts to get the concert hall to modify its policy so that the acoustic or touch-up rehearsal may be held at the times listed in this section; or
- (ii) Overtime not to exceed fifteen (15) minutes is used in connection with the touch-up rehearsal in which case the beginning of the rehearsal will be scheduled fifteen (15) minutes earlier and end no later than thirty (30) minutes before the beginning of the concert ~~and such overtime shall be paid at double scale.~~

In no event will any such rehearsal end more than forty-five (45) minutes before the beginning of the concert. Staggered bus departures to the concert hall will be provided. Notice of an acoustic or touch-up rehearsal shall be included as part of the final tour itinerary. Two (2) touch-up and/or acoustic rehearsals within one (1) week may be counted as one (1) service with no payment to Musicians, up to a limit of ~~seven~~eight (~~7~~8) services per week. Any touch-up or acoustic rehearsal beyond this limit will be paid as a full service at 1/8 of scale.

~~e.g., 5 concerts = 5 services~~

~~2 touch-ups = 1 service~~

~~2 touch-ups = 1 service~~

~~TOTAL = 7 services~~

~~Additional touch-up would be paid as extra service.~~

~~Section 15.6—Consecutive Double Service Days. Consecutive double service days on tour shall not be permitted without the consent of the Tour Committee which consent shall not be unreasonably withheld.~~

~~Extraordinary circumstances during a tour week which would justify the approval of consecutive double service days include, but are not limited to, the following:~~

- ~~(a) — Concerts and rehearsals in Major Cities are involved on both days;~~
- ~~(b) — There is no travel other than local travel between place of lodging and site or sites of concerts and rehearsals; or~~
- ~~(c) — An additional day off is provided during the tour week.~~

Section 15.5 ~~Section 15.7~~ **Emergency Medical Expenses.** ~~To the extent not covered by Workers' Compensation or hospitalization insurance or major medical insurance carried by the individual Musician,~~ Employer will pay excess reasonable medical and hospital expenses of Musicians on tour or Runout in case of accident or acute illness (not due to chronic cause) to the extent the event is not otherwise covered by worker's compensation or the Musician's existing Health Insurance Coverage. If the accident or illness is of such nature as to prevent the Musician's resumption of duties during the tour, the Employer will bear the cost of returning the Musician home. Any cost shall be paid by Employer in advance of the Musician's return home. If the Musician recovers sufficiently to rejoin the tour, the Employer shall pay any additional expenses involved in rejoining the tour if the Musician is requested to rejoin the tour by Employer. No per diem will be paid to the Musician for any period between leaving or rejoining the tour; however, if because of the illness or injury the Musician is unable to rejoin the tour or return home, and if the Musician is not hospitalized, the Employer will continue to pay the Musician's per diem until s/he can either rejoin the tour or return home, as the Employer may determine, but for no longer than the duration of the tour. The Employer through its representatives on the tour will assist the Musician in securing adequate medical attention wherever the illness or injury occurs.

Section 15.6 ~~Section 15.8~~ **Expense Allowance on Tour.** Each Musician shall receive, approximately one (1) week in advance, an expense allowance computed ~~on the following basis:~~ as follows:

- (a) Per diem ~~allowances~~ payment consistent with IRS guidelines for domestic tours:

	10/1/07	4/1/08	10/1/08	4/1/09	10/1/09	4/1/10	10/1/10	4/1/11	10/1/11	4/1/12
Dinner	37.83	38.59	39.35	40.25	41.15	42.08	43.35	44.64	45.86	47.32
Lunch	23.12	23.58	24.05	24.59	25.15	25.72	26.49	27.28	28.03	28.92
Breakfast	15.77	16.08	16.40	16.77	17.16	17.54	18.07	18.61	19.12	19.73
Incidentals	7.35	7.50	7.65	7.82	8.00	8.18	8.42	8.67	8.91	9.19

~~An additional 25% of the applicable per diem allowance shall be paid for the following metropolitan areas: Chicago, Boston, Toronto, New York, Washington, Los Angeles and San Francisco. Meal times for purpose of meal allowances shall be Breakfast: 8:30 a.m.; Lunch: 12:00 Noon; Dinner: 6:00 p.m.~~

(b) Per diem allowances for international tours shall be consistent with the U.S. Department of State daily meal and incidental expenses rate(s) which shall cover breakfast, lunch, dinner, and incidentals for each tour city. ~~An additional 25% shall be paid for capital cities. The minimum daily per diem rate shall be \$80.00.~~ On those days on which the Orchestra will be traveling from one city to another, the determining rate of per diem shall be that of the city in which that evening's hotel is located.

(c) Prior to every tour or festival, Employer shall furnish to the Tour Committee a list of hotel costs for that tour or festival, listing the rates for single rooms. If on any particular day, no single room accommodations are available, the rate for the double room per individual shall be used.

(d) When traveling by charter or commercial flight over a mealtime, a meal allowance will be paid ~~and if~~ no meal is provided, ~~except that the Tour Committee may elect for the entire Orchestra to receive a first class quality meal on the flight instead of per diem. This exception shall be communicated to management in writing at the time of the discussion of tour arrangements as provided for in 15.1.~~

~~(e) When traveling by regularly scheduled flight over mealtime, a meal allowance will be paid.~~

Section 15.7 ~~Section 15.9~~ Arrival Before Service. Where full hotel accommodations are provided, the scheduled departure time for transportation shall be based on projected arrival at the hotel not less than three (3) hours before the beginning of the service nor less than three (3) hours before the departure time of the bus which is scheduled to arrive at the hall forty-five (45) minutes prior to the service. Once a week, the arrival at the hotel may be two (2) hours before the departure time of that bus. Penalty pay for arrival at the hotel later than the aforementioned times will be paid at the rates specified in Section 15.12.

There shall be at least thirty (30) minutes between the time of arrival at the service location and the actual start of the concert or rehearsal.

Section 15.8 ~~Section 15.10~~ Hotel Reservations. It shall be the responsibility of the Employer to arrange, based on the best availability, all hotel or motel accommodations for Orchestra members except for any Musician who prefers to make his/her own arrangements. Employer will give consideration to Tour Committee's suggestions in regard to improving hotel accommodations on tour. Advance arrangements must be made for room assignments and expeditious distribution of keys. In preparing the travel schedule, every effort will be made to assure that arrival will be at a time when accommodations are normally ready for occupancy and departures will be scheduled at a time which will permit retention of rooms until departure time from hotel or motel.

The Employer shall pay the cost of hotel room bills directly to the hotel. In those circumstances where this is not the case, the Employer will pay the single room rate to all Musicians except those (1) who do not stay at the hotel chosen by the Tour Committee/Association and (2) who do not provide a hotel receipt. If a receipt is provided for staying in different lodging, the Association will pay according to their receipt but not to exceed the single room rate at the tour

hotel. A Musician who desires to arrange his/her own accommodations shall advise the Employer in writing at least ninety (90) days prior to the tour of such desire. Changes in such arrangements shall normally not be made within the thirty (30) days preceding the commencement of the tour, but Employer will attempt to accommodate requests for change. Musicians making arrangements for their own accommodations shall receive an amount equal to the negotiated single room rate without tax. When two Musicians share a hotel room provided by the Association, each shall receive an amount equal to the single room rate without tax, less half the double room rate without tax.

If a Musician does not go on the tour after having been paid hotel reimbursement, or leaves the tour for any reason, the Musician shall reimburse the Employer for any hotel reimbursements that have been prepaid to the Musician for the period during which the Musician was away from the tour. If a Musician is planning to share a room with an aforementioned Musician who is not on tour, they will have the option of finding another roommate or reimbursing the Employer for any hotel reimbursements that have been prepaid to them.

If the Musician finds the room provided by the Employer to be sub-standard, the Musician may request Employer to find a suitable room within the hotel or the Musician at his/her option may find alternative accommodations and receive the single room rate as provided above.

Section 15.9 ~~Section 15.11~~ Rest Periods.

(a) There will be a one calendar day break without services after arrival in Minneapolis following a tour of five (5) days or more, a thirty-six (36) hour break without services after a tour of fourteen (14) days or more, and a ~~three~~forty-eight (348) ~~day~~hour break without services after a tour of twenty-one (21) days or more, or when the return from the tour involves a time change of four (4) hours or more.

(b) When the Orchestra is on tour for a continuous period of one (1) week or more, there shall be a rest period during each week of not less than one (1) calendar day, during which no Musician shall be required to play (either a concert or rehearsal) or to travel. For tours exceeding thirteen (13) consecutive days or more, one (1) additional calendar day off shall be provided with travel permitted on such day. Employer shall not schedule more than seven (7) consecutive service days between rest periods. Employer shall make every reasonable effort to arrange these rest periods so as to ensure a complete and continuous day and night free of concerts, rehearsals or travel; but if travel infringes upon such rest period because of Force Majeure, Employer shall not be required to pay overtime on account of the shortened rest period.

If travel occurs over more than four (4) time zones, or if the International Date Line or Equator is crossed, there shall be at least one (1) calendar free day after arrival before a tour service may be scheduled.

(c) For purposes of this Section, a calendar day shall not include the period between 12:00 Midnight and 12:30 a.m. when travel occurs.

Section 15.10 ~~Section 15.12~~ Penalty Pay on Tours. An allowance in the amounts indicated below will be paid to all Musicians traveling on tour for all travel after midnight (other

than overnight travel by railroad); provided, however, that if travel after midnight occurs because of Force Majeure no such payments shall be made. The Tour Committee may waive such payments under special circumstances.

For each 15-minute increment or fraction thereof, up to one (1) hour	\$15.70 <u>10.80</u>
For each 15-minute increment or fraction thereof, after one hour	\$23.55 <u>16.20</u>

Section 15.11 ~~Section 15.13~~ Travel Time Limitations. Total travel time (other than overnight travel by railroad) on the first and last days of any tour shall not exceed ~~six~~ seven (67) hours. Total travel time (~~other than overnight travel by railroad~~) on any other day shall not exceed ~~six~~ seven (67) hours on days with no services, ~~five~~ six (56) hours on days with one (1) service, and ~~four~~ five and a half (45 ½) hours on days with one concert and one touch-up rehearsal, except that on days with a flight the limit will be ~~five~~ six (56) hours. Except as provided in Section 15.3, on days with two (2) services, travel shall be limited to local travel between place of lodging and site or sites of performance (up to a total of sixty-five (65) miles). The maximum travel time may be waived on a tour day by a majority vote of the Orchestra members. Intercontinental flights are not subject to these travel limits.

Penalty pay for travel in excess of these limits shall be paid at the rates specified in Section 15.12. Such penalty pay may be waived by the Tour Committee under special circumstances.

There will be no more than three (3) consecutive days with travel and service on each day on international tours, and no more than four (4) consecutive days with travel and service on domestic tours, except that Minnesota state tours will not be subject to this limit. "Travel" in this case is defined as changing hotels.

Section 15.12 ~~Section 15.14~~ Foreign Tours. Unless otherwise indicated, tour language applies to foreign tours as well as domestic tours. Foreign tours shall take place only under special foreign tour conditions agreed to by the parties (Section 15.1). Either the Employer or the Union may at any time during the term of this Agreement propose special conditions to be applicable to a foreign tour or tours, and the other party shall have a duty to bargain in good faith regarding such proposed special conditions. Foreign tours shall not include tours in Canada, but shall include tours outside the forty-eight (48) contiguous states.

ARTICLE XVI - TRANSPORTATION

Section 16.1 General. When concerts and rehearsals are held outside the city limits of Minneapolis and St. Paul, Employer shall provide each Musician with necessary transportation. Mode of transportation shall be by plane or train except as provided in Section 16.2. Airlines will be Federal Airline Regulation (FAR) part 121 certified for domestic tours, IATA certified for foreign tours, or approved by the Tour Committee. There shall be no departure before ~~9:30 a.m.~~ 8:00 a.m. on domestic tours and 8:00 a.m. on international tours unless approved by the Tour Committee. There shall be no travel after 12:30 a.m. except by mutual agreement or in cases of Force Majeure.

Section 16.2 Travel by Bus. For all bus trips of fifteen (15) miles or less or trips which under normal traffic conditions do not exceed twenty (20) minutes duration, Employer may provide any buses which meet applicable state safety regulations. For longer bus trips, over fifteen (15) miles and up to ~~twenty~~thirty-five (~~25~~35) miles, Employer shall provide late-model commuter buses capable of freeway speeds and air-conditioned. For all trips in excess of ~~twenty~~thirty-five (~~25~~35) miles, or if aforementioned buses are not available for shorter trips, Employer will provide toilet-equipped, air-conditioned cruiser-type buses with reclining seats and reading lights. Employer shall contract for enough buses to insure that no Musician shall be required to transport his/her personal luggage or instrument in bus aisles and space shall be provided in the front of the bus for large instruments. School buses shall not be used except when itinerary changes due to Force Majeure cause other equipment to be unavailable.

When full Orchestra travels more than ~~twenty~~thirty-five (~~25~~35) miles on tour, the Employer shall contract for ~~three~~two (~~32~~) standard full-size forty-three (43) passenger buses. ~~If such buses are not available, then four (4) buses shall be used.~~ All mileages given above refer to one-way distances.

~~For Runouts to St. Joseph and on all other Runouts over one hundred (100) miles, the Employer will post a non-binding bus sign-up sheet fourteen (14) days prior to the Runout which will remain posted for seven (7) days. The number of standard full-size forty-three (43) passenger buses needed for the Runout shall be determined according to the guideline of twenty-two (22) passengers per bus with a minimum of one (1) bus and a maximum of three (3) buses for each Runout.~~

All mileages given above refer to one-way distances.

Total daily bus travel on tours will not exceed ~~one~~two hundred ~~seventy~~twenty-five (~~175~~225) miles, or two hundred ~~twenty~~seventy-five (~~225~~275) miles if one hundred ~~seventy~~five (~~175~~100) or more is on an Interstate Highway. Penalty pay for mileage in excess of these limits will be \$1 per mile per Musician for the first twenty-five (25) miles and \$2 per mile after twenty-five (25) miles.

When the Orchestra is traveling by bus, there will be a one (1) hour minimum stop for breakfast and for lunch and a one and one-half (1-½) hour stop for dinner. This shall not apply to bus travel to or from airplane or train on which a meal is served. Time spent for meal stops shall not count as part of the total traveling time. The Tour Committee and Employer will work together to allow for flexibility on meal stops when needed to accommodate on-time arrival at the hotel.

~~**Section 16.3 Travel by Railroad.** All rail travel shall be by first class train. Where travel is by railroad, it will be in coach for daytime travel and roomettes, bedrooms or compartment cars for overnight travel. There shall be no more than two (2) consecutive days of travel by railroad without the consent of the Tour Committee which consent shall not be unreasonably withheld. There shall be no overnight travel by rail without Committee consent.~~

~~**Section 16.4 Option to Refuse Air Travel.** Any Musician may elect to refuse to travel by plane for a Symphony Season by giving written notice of such election to the Employer prior to the beginning of such Season. Whenever air transportation is used, a Musician electing to refuse to~~

~~travel by plane shall proceed to the destination by other mode of transport provided and paid for by Employer, on condition that s/he proceeds with sufficient expedition to rejoin the Orchestra at the designated time, at its destination; but the Musician shall not be penalized, if s/he complies with this condition, because of absence from a concert due to supervening causes beyond his/her control. In the event that any Musician refuses to travel by plane and proceeds instead by other means of transport, s/he may be required, if necessary to ensure his/her arrival on time, to travel during his/her rest period. Employer shall make every effort to avoid scheduling departures for non-flyers before 8:00 a.m. Any Musician who has not given the required notice may be required to travel by plane.~~

Section 16.3 ~~Section 16.5~~ **Mileage Computation.** Whenever mileage computation is required, A.A.A. mileage shall govern, provided, however, that a Runout to St. Benedict's shall not be considered to be a Runout beyond seventy-five (75) miles from Minneapolis.

Section 16.4 ~~Section 16.6~~ **Departure Time.** The scheduled departure time for transportation will be based on projected arrival at the service location one (1) hour before the service, except that arrival times at the service location may be staggered while on tour.

Section 16.5 ~~Section 16.7~~ **Alternate Transportation.** Musicians electing to use alternate transportation shall be entitled to overtime or penalty pay only if affected by the same conditions as those using the transportation provided by the Employer, not to exceed the amount received by Musicians using Employer provided transportation.

ARTICLE XVII - ELECTRONIC MEDIA GUARANTEE

Section 17.1 **Electronic Media Guarantee Included in Salary.** The minimum weekly salary paid to each Musician includes an Electronic Media Guarantee in the amount of \$75.00 per week. The Electronic Media Guarantee shall be credited against any payment due to a Musician for Electronic Media Services. Except as otherwise provided herein, or in a Musician's individual contract, all applicable terms of National Federation collective bargaining agreements shall apply to Electronic Media Services.

Up to \$500 per year per individual of EMG credit may be carried over from one contract year to the next. This carryover amount shall not aggregate and, thus, shall never exceed \$500. In using any carryover credits, all other requirements of the agreement shall be honored by the Association, including, specifically, Section 17.6.

Section 17.2 **Electronic Media Payments.** An account shall be kept listing the payments due each Musician for Electronic Media Services. The Electronic Media Guarantee shall be credited against the total payments due each Musician for Electronic Media Services. If the Musician earns more than the Electronic Media Guarantee as set forth above, then the balance owing the Musician, if any, shall be paid at the end of the contract year.

(a) All Musicians whose services are required shall hold themselves available for all Electronic Media Services. If a Musician who is required to be present is absent from any Electronic Media Service without excuse or is absent by reasons of personal choice with the consent and approval of the Association, his/her Electronic Media Guarantee shall be reduced by the amount s/he would have earned had s/he been present. Absence due to a staggered vacation

week shall not result in a reduction of the Electronic Media Guarantee. At the end of each year each Musician who's Electronic Media Guarantee has been reduced for the reasons aforesaid shall permit the Employer to make the deductions from his/her paycheck to the extent of said reduction.

(b) If Force Majeure, such as lack of a contract agreement between the recording or television industry and the union or any strike, makes it impossible to record or televise at the time and place with the artists and repertoire scheduled by the Employer, the amount which the individual player would have earned from each such recording or television session missed shall not be subtracted from the amount of the guarantee due in the season; however, in consideration for this, it is understood and agreed that the canceled electronic media session(s) may be carried forward and rescheduled into another season if necessary and the above-mentioned session(s) shall be considered to have been prepaid in full.

Section 17.3 Local or Regional Broadcasts or Telecasts. Employer shall be allowed to tape any concert for broadcast consideration without payment to the Musicians. Employer shall be allowed live or tape delay local or regional broadcast or telecast of a concert, without Electronic Media Service payments, on thirty (30) occasions per Season, including up to five (5) telecasts and five (5) commercial radio broadcasts per Season. Employer shall give prompt written notice to the Union of any second or subsequent use of a taped concert. Soloists, conductors and composers whose performances are being taped for broadcast consideration may receive a copy of the tape for the purpose of releasing their performance for broadcast providing that union responsibility agreements are signed and approved by the Orchestra Committee. Master tapes of broadcasts shall be retained for archival purposes.

Section 17.4 Internet. Employer shall be allowed to grant broadcasters of Friday evening subscription concert radio broadcasts the right to webstream the radio broadcasts on the broadcaster's Internet sites without any additional payments to Musicians. As described in the Symphony, Opera and Ballet Orchestra Internet Agreement, all other Internet issues and rights shall be addressed in a separate letter by the Orchestra's LIOC (Local Internet Oversight Committee). This letter shall be subject to annual review and agreement.

Section 17.5 Taping for Advertising or Study Purposes. No Electronic Media Service payments shall be due for:

(a) Taping of rehearsals or concerts for advertising, publicity or promotion of the Orchestra or for news purposes, provided such taping does not exceed five (5) consecutive minutes in duration or a maximum of fifteen (15) cumulative minutes, provided that on two (2) occasions per year the maximum length of time may be extended to thirty (30) cumulative minutes. On-air usage is limited to five (5) minutes of footage. Online usage is limited to five (5) minutes of footage per video clip;

(b) Taping of rehearsals or concerts for "magazine"-type shows with a limit of two (2) minutes consecutive or cumulative on-air time within one (1) segment and a limit of fifteen (15) minutes camera on time during video taping; usage of Orchestra radio broadcasts as sound beds for the Minnesota Orchestra's television, website or radio ads and public service announcements exclusively promoting the Minnesota Orchestra;

(c) Taping of performance of new works for composer's study purposes, or any works for artist's or conductor's study purposes, provided that union responsibility agreements are signed between the composer, artist or conductor receiving such tape and the union;

(d) Taping for the purpose of grant submissions (National Endowment for the Arts, Minnesota State Arts Board, private foundations, etc.).

(e) The Orchestra Committee shall be notified in advance of taping pursuant to the provisions of this section.

Section 17.6 Recording Sessions. Recording sessions under the AFM National Sound Recording Labor Agreement shall be in addition to regular weekly services required of Musicians, but shall be counted as services for purposes of Article IV. The Employer agrees to establish, in consultation with the MOMC, reasonable guidelines for the scheduling of recording sessions. There shall be no recording sessions on the day of a Runout. Compensation for recording sessions shall be at the minimum symphonic rate affected by the AFM except as a higher rate may be provided for in individual contracts between Musicians and the Employer.

ARTICLE XVIII - SEATING AND TITLES

Section 18.1 Changes in Seating and Title. Both parties to this Agreement understand that from time to time seating and title changes will be necessary and/or advantageous for the artistic welfare of the Orchestra and its membership. The Employer's rights and responsibilities in this area are also understood by both parties to include recognition and respect for the morale of the Orchestra and its individual members in making such changes. For a particular Summer Season, string players may be required to move up in seating, but except for a Musician who will occupy a principal position, they will move up only according to their rank in the immediately preceding Winter Season. For split Orchestra, string players may be required to move up in seating, but they will move up only according to their rank as seated.

Section 18.2 Procedures and Review. Before any Musician can have his/her seat or title changed s/he must first have received notice of a possible or proposed change by written letter delivered to the Musician on or before June 1, such change to be effective no earlier than the Symphony Season that begins in the Fall of the succeeding year.

The letter shall notify the Musician of: (1) the specific changes that are being considered; (2) the reasons underlying the Employer's decision to consider change(s); (3) a scheduled meeting with the Music Director to discuss the considered change(s) and reasons; and (4) the right to have a representative of his/her choice attend the meeting.

The foregoing meeting following the June 1 letter shall be scheduled on not less than three (3) days' advance notice to the Musician. The Musician, the Music Director, and one (1) other representative of the Employer will attend the meeting. If desired by Musician, a representative of his/her own choosing shall also attend.

If requested by the Musician, a second meeting shall be held in the late fall of the same year to discuss the status of the considered change(s). The Musician's request for a second meeting shall be made to the Employer no later than December 1. At this second meeting, the Musician,

Music Director or his authorized representative, and one other Employer representative shall attend. A representative of the Musician shall also attend if desired by the Musician.

If the Employer thereafter decides to proceed with the proposed change, the Employer shall give the Musician a second written notice by January 15, with a copy to the chairperson of the MOMC.

Upon a request from the Musician by February 1, the MOMC shall select a Seating and Title Committee (SAT) made up of seven (7) Musicians. The SAT shall elect its own chairperson and act by secret ballot. The SAT shall consult with the Musician and the Employer, and shall submit a written recommendation on the matter to the Employer and the MOMC by February 20, unless either the proposed change or the Musician's request for review is withdrawn. The Employer shall affirm, modify, or withdraw the proposed change by written notice to the Musician by March 1. If the Employer's decision is to change the Musician's seat or title, the Musician shall have until March 7 to resign effective at the end of that Season. Any recommendation by the SAT shall be kept on file by the MOMC and the Employer. Any such recommendation shall be confidential and used only for the purpose of evaluating the procedures set forth above. No recommendation of the SAT may be used in any proceeding, whether formal or informal, either for or against any individual Musician.

ARTICLE XIX - DISCIPLINE OR DISCHARGE

Section 19.1 Just Cause for Discipline or Discharge. Any Musician may be disciplined or discharged for just cause. Each Musician is expected to conduct him/herself in such a manner as to reflect professional credit on him/herself, the Orchestra and the Employer. Conduct reflecting discredit on the Orchestra and/or the Employer may result in disciplinary action or discharge. The right of discharge or disciplinary action shall be exercised by the Employer only after the Musician has been previously warned and after written notice of the existence of cause has been given to the Musician, the Union, and MOMC Chair. Any written warning shall not be in effect after a two (2) year period has elapsed from the date the warning was issued. In an emergency situation caused by a flagrant illegal act, Employer may immediately suspend the offending Musician without giving prior notice. If the Musician objects to the proposed dismissal in any of the instances referred to above, it shall not be effective until thirty (30) days later for purposes of terminating the Musician's pay and benefits.

ARTICLE XX - UNION AFFILIATION

Section 20.1 Union Membership. It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

To the extent permitted by applicable law, nothing in this Agreement shall ever be construed so as to interfere with any duty owing by any Musician performing hereunder to the Federation pursuant to its Constitution, By-Laws, Rules, Regulations and Orders.

Section 20.2 Strikes and Lockouts. During the term of this Agreement, there shall be no strike, sympathy strike, work stoppage or other withholding of services of any kind by the Union or Musicians, individually or collectively; provided, however, that a Musician may refuse to play without suffering loss of wages or any other penalty if a service (or the Employer's transportation to and from a service) involves a serious hazard to the Musician's health or safety or to his/her instrument. Neither shall the Employer establish any lockout of Musicians during the term of this Agreement.

Section 20.3 Picket Lines. The Union agrees that the Employer will not be picketed or declared unfair during the term of this Agreement except in the event the Employer refuses to comply with the terms of a valid arbitration award. The Employer shall not discipline, discharge or penalize (except through deduction from salary for the services missed), a member of the Federation for refusing to cross (1) a lawful picket line approved by the Federation or its affiliated area local, provided twenty-four (24) hours' notice of such approval has been given to the Employer, or (2) any picket line where the specific circumstances present a reasonable apprehension for the safety of the person or property of the Musician, provided the Musician furnishes to the Employer a written statement describing such specific circumstances.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Use of Orchestra Name. No Musician or group of Musicians will use the name of the Minnesota Orchestra for commercial or political purposes without the Employer's consent in writing, except that a Musician may represent him/herself as "a member of the Minnesota Orchestra" in connection with a recital or solo appearance. Consistent with the requirements of this subsection, the Union shall officially notify contractors using Musicians to play outside performances that they may not advertise such Musicians as members of the Minnesota Orchestra without the written permission of the Employer.

Section 21.2 Subcontracting the Orchestra. The Employer shall have the right to subcontract the services of the Orchestra under its own name. Wages and conditions shall be in accordance with this Agreement.

Section 21.3 Personnel Managers. The Personnel Managers shall perform as the liaison between the Employer, Orchestra Members, Musicians' Union and Orchestra Conductors, in addition to all their miscellaneous duties. Employer shall consult with the Orchestra Committee prior to choosing a new Personnel Manager.

Section 21.4 No Personal Liability. No individual director, officer, member of the Board of Directors, or employee of the Employer, shall be personally liable for any of the obligations of the Employer or for any consequence of performance or breach thereof.

Section 21.5 Temperature, Humidity and Musicians' Use of Stage. The Employer shall use its best efforts to maintain reasonable and consistent temperature, humidity, access to stage and lighting conditions. Upon request auxiliary lighting shall be made available to any

Musician. The Employer shall also use its best efforts to make the stage ready and available for use by Musicians at least thirty (30) minutes prior to the start of each Service; provided, however, that this shall not preclude the Employer from using the stage and auditorium for lectures or other special events (e.g., for Coffee Concerts), so long as there is at least a fifteen (15) minute warm-up period provided to the Musicians immediately preceding the start of the service.

(a) Outdoor Playing Conditions. Whenever the Orchestra Committee believes that adverse conditions may exist for an outdoor concert, it will consult with the Employer as to any modifications that should be made in the dress code or stage setup, or whether the addition of any equipment or other changes might assist. In the case of severe conditions, the consultation may include consideration of an alternate location or cancellation. The nonbinding guidelines for reasonable playing conditions include, but are not limited to, a minimum temperature of 60° and no direct sunlight.

~~The rights of an individual Musician in the presence of adverse conditions are set out in Section 20.2, that is, a Musician may refuse to play without suffering loss of wages or any other penalty if a service involves a serious hazard to the health or safety of the Musician or his/her instrument.~~

(b) Fireworks. The Employer, in cooperation with the Committee, shall use its best efforts to manage the conditions regarding the safe use of fireworks at outdoor concerts. Efforts shall include Employer informing Committee in advance of anticipated use of fireworks, and Employer working closely with fireworks representative(s) and using its best efforts in anticipating proximity and volume of fireworks.

Section 21.6 Authorized Representative. The Employer shall have a duly authorized representative present at all concerts and accompanying the Orchestra on all Tours and Runouts with power to act on behalf of the Association with respect to matters covered by this Agreement. The Employer shall give written notice to the Orchestra Committee at the beginning of the First Season specifying the names and positions of the duly authorized representatives, and shall give at least five (5) days written notice of changes in this list.

Section 21.7 Personnel Files. Each Musician shall be permitted reasonable access to his/her individual personnel file under procedures established by the Association. Effective on and after October 12, 1985, each Musician shall receive copies of all documents added to the personnel file which relates to disciplinary matters or the Musician's performance. A Musician shall have the right to add material to his/her personnel file that gives the Musician's statement or opinion on any subject addressed in the file.

Section 21.8 Dress Code. Each Musician will provide, at his/her own expenses, a satisfactory instrument or instruments for all services, and will furnish and wear such afternoon or evening dress as the Employer may require. The Employer agrees to consult with the Committee before making any changes in the dress code.

Section 21.9 Stage Placement. There shall be no permanent change in the placement of an entire section of the Orchestra without prior consultation with the section(s) involved.

Section 21.10 Representation. In any meeting between the Employer (its representative) and a Musician, the Musician may request and shall have the right to have a member of the Orchestra Committee present at all times. If unrepresented when a meeting begins, a Musician has the right to request that the meeting be adjourned until suitable representation can be found. Upon such request by the Musician, the meeting shall be immediately adjourned.

Section 21.11 Minimum ~~Numbers~~Number. The Association shall employ a minimum of ~~ninety-five (95)~~eighty-four (84) Staff Musicians ~~which shall include a minimum of sixty (60) strings and a minimum of thirty-five (35) for all other instruments.~~

Section 21.12 Commercial Ventures. It is agreed that Employer will not undertake commercial ventures which normally employ jobbing Musicians. This provision will not be used by Union or Musicians to restrict the Orchestra's participating in events sponsored by the Association as either sole sponsor or co-sponsor, for which the Association bears full or partial financial responsibility.

ARTICLE XXII - ARBITRATION

Section 22.1 Grievance and Arbitration. Disputes regarding the interpretation, application or adherence to the terms of this Agreement or a Musician's individual contract shall be resolved in accordance with the following procedures:

- (1) The grievance shall first be discussed informally between the General Manager of the Association and:
 - (a) The individual grievant; or
 - (b) The individual grievant together with the Committee; or
 - (c) The Committee presenting grievances on behalf of the Orchestra.
- (2) If the grievance is not resolved as provided above, it shall be reduced to writing, shall specify the particular section of the contract allegedly violated, and shall be submitted to the General Manager of the Association no later than sixty (60) calendar days following the date of occurrence. The grievance shall then be reviewed by two (2) representatives chosen by the Orchestra Committee and two (2) representatives chosen by the Association, one (1) of whom shall be the President of the Association.
- (3) If the grievance is not resolved in paragraph 2 above, it may be referred to arbitration by the Union or the Committee within thirty (30) days with selection of an arbitrator mutually agreed to or made from a list supplied from the Federal Mediation and Conciliation Service.

Section 22.2 Expedited Arbitration. Within seven (7) days from the date of submission of the dispute for arbitration, either the Employer or the Union may elect that such dispute be arbitrated under the American Arbitration Association Expedited Labor Arbitration Rules by

giving written notification of such election to the American Arbitration Association and to the other party.

Section 22.3 Authority of Arbitrator. The arbitrator shall have no power to add to or subtract from, or to change, modify or amend in any way the terms and conditions of employment set forth in this Agreement. The decision of the arbitrator shall be final and binding upon all concerned. Costs of arbitration shall be paid equally by the Employer and Union.

Section 22.4 Pension Claims. The arbitration provisions of this Article XXII shall not apply to any claim regarding a pension that is subject to the claims procedure established pursuant to that document titled "Allocation to the Pension Advisory Committee of Responsibilities for the Operation and Administration of Minnesota Orchestral Association Pension Plan for Musicians."

ARTICLE XXIII - COMMITTEES

Section 23.1 Orchestra Committee. The Orchestra Committee shall have such authority as is defined in this Agreement and authority as delegated to it by the local union.

Section 23.2 Artistic Advisory Committee. From a slate of Musicians nominated by the entire Musician membership, the Orchestra will elect by plurality vote for overlapping terms of two (2) years, seven (7) Musicians to constitute the "Artistic Advisory Committee" which will serve in an advisory and consultative role with the Orchestral Association on musical matters or the artistic aspects of the Orchestra's functions. No Artistic Advisory Committee member may serve consecutive terms. This Committee is to be free to discuss and consider any and all matters of artistic implication considered in the broadest sense, except matters concerning individual members of the Orchestra and administrative staff that in any way might be injurious to them. ~~The Artistic Advisory Committee will be given reasonable advance notice and the opportunity to consult with the Association regarding the proposed schedule of rehearsals and concerts for a particular season, guest artists, and proposed programs.~~ The role of this Committee will be advisory and its advice will not necessarily be accepted but the Orchestral Association will work with this Committee seriously in a conscientious effort to evaluate and implement suggestions for enhancing the artistic quality and service of the Orchestra. Either representatives of the Association or the Artistic Advisory Committee may submit agenda items to be considered at meetings. ~~The Artistic Advisory Committee may request additional meetings with all levels of the Orchestral Association's staff, artistic and Board membership.~~ The Committee shall perform its functions in accordance with rules adopted by the Orchestra which shall not be inconsistent with this Agreement.

Section 23.3 Audition Committee. In order to establish a more uniform, yet flexible and equitable audition procedure, the following guidelines have been established as a means of player selection which may be amended or altered by mutual agreement between the Employer and the Orchestra Members' Committee.

These guidelines will be used whenever practicable but shall not limit the Employer's right to audition or select Musicians when vacancies occur. However, the MOMC shall be consulted on any change from these guidelines and shall be advised in writing if the Employer elects not to

utilize the guidelines. The Employer rights described in this paragraph may be exercised prior to, but not after, the adoption of the rules for an audition as described in (10).

- (1) When a newly created position or vacancy occurs, Employer shall promptly announce the specific vacancy or newly created position.
- (2) Staff Musicians of the Minnesota Orchestra shall be allowed to participate in the final audition.
- (3) The Employer may fill temporary vacancies with specific Substitute and Extra Musicians for a reasonable length of time without holding auditions. Should temporary appointments by the Employer exceed a reasonable length of time, the affected section will review the appointments and make recommendations as to future employment, which recommendations shall be given serious consideration by the Employer.

At the beginning of this agreement, the Personnel Manager shall conduct a secret ballot poll of each section to determine whether at least one-half ($\frac{1}{2}$) of the section desires to change the list of personnel hired as substitutes and extras. If at least one-half ($\frac{1}{2}$) of the section requests such a change, the MOMC shall proceed as provided in the third paragraph of this section. If the Personnel Manager desires to add to the list, the MOMC, after consultation with the section, shall provide an updated list.

Either the Music Director or at least one-half ($\frac{1}{2}$) of an affected section may request, in writing, the MOMC to form an Audition Committee which shall make recommendations concerning the hiring or retention of substitute and extra Musicians.

- (4) (a) Within seven (7) days after notice from the Employer of a vacancy, or newly created position, the MOMC shall notify the Employer of the formation of an Audition Committee of seven (7) chosen from the following families and sections:
 - (i) String family: Violins, violas, cellos, basses (basses may have one (1) timpani or tuba appointed in lieu of one (1) string).
 - (ii) Woodwind family: Flutes, oboes, clarinets, bassoons.
 - (iii) Brass: Horns, trumpets, trombones, tuba (horns may have one (1) woodwind appointed in lieu of one (1) of the brass).
 - (iv) Percussion.
 - (v) Harp, Piano and Librarians.
- (b) The Audition Committee shall include:

- (i) The principal of the section in which the vacancy occurs, unless the principal position is the vacancy to be filled or the principal is unavailable.
 - (ii) Three (3) other people from that section, if applicable, chosen by the MOMC, after consultation with the section in which the vacancy exists.
 - (iii) One (1) player from each of the other sections in that instrument family chosen by the MOMC after consultation with the section in which the vacancy exists.
 - (iv) For percussion auditions, the MOMC, after consultation with the percussion section, shall include all percussion players not playing the audition, plus Orchestra members appointed by the MOMC to bring the total membership of the Audition Committee to seven (7).
 - (v) For librarian auditions, the MOMC, after consultation with the librarians, shall include all librarians not taking the audition, plus Orchestra members appointed by the MOMC to bring the total membership of the Audition Committee to seven (7).
 - (vi) For harp and piano auditions, the MOMC shall appoint seven (7) Orchestra members.
- (c) The Audition Committee shall elect its chairperson.
- (5) The MOMC shall be allowed to appoint substitutes for audition committees subject to the above conditions should any conditions warrant such substitutions.
- (6) Miscellaneous.
 - (a) Repertory shall be proposed by the Committee and approved by the Music Director or Music Director Designate.
 - (b) By agreement of the Employer and the Orchestra Committee, the Audition Committee may audition and select the successful candidate in the absence of the Music Director or Music Director Designate.
 - (c) Audition shall not be held on a day before the commencement of a tour unless the Audition Committee unanimously recommends otherwise.
- (7) MOMC may elect to have a representative attend any auditions. This MOMC representative will observe the auditions for compliance with the Agreement and will be available to the Audition Committee if questions arise. The MOMC representative will observe the auditions from the same location as the Management representative assigned to the audition.

If the MOMC representative believes that there may be a contract or rules violation in the audition, he/she will notify the Management representative who shall, thereupon, stop the audition to allow consultation on the question. After consultation, the Management representative shall decide how the audition is to proceed, subject only to the subsequent right of MOMC to grieve a contract or rules violation.

- (8) Audition Committee members and the MOMC representative shall receive \$50.00 per audition day and per diem meal allowance when the audition intrudes into the meal period.
- (9) Guests attending the audition shall not be permitted to communicate in any way with the Music Director or the Audition Committee about the audition.
- (10) Preliminary Auditions. The Audition Committee shall have the right to propose reasonable rules for the filling of each vacancy, or newly created position, including, but not limited to, the use of auditions. After an Audition Committee has proposed rules for a particular vacancy, or newly created position, the chairperson of the Audition Committee shall submit such rules to the Orchestra Committee. The Orchestra Committee may reject any provision of the proposed rules. The final recommendation and report shall be provided to the Employer by the Orchestra Committee within fourteen (14) days after the formation of the Audition Committee. All such rules shall be submitted to the Employer for approval in advance of the audition, which approval shall not be unreasonably withheld. In an emergency situation, the Employer may request that the final report be provided to the Employer within seven (7) days of the date the MOMC is notified by the Employer of the existence of a vacancy or newly created position. The number of Audition Committee members may be expanded for preliminary auditions if there are a large number of candidates. Subcommittees may be used for preliminary auditions. In case of a tie vote, the candidates shall proceed to the next round.
- (11) The final Audition Committee shall consist of an odd number. Final auditions shall be held before the Music Director or Music Director Designate and the Audition Committee without a screen, except that the Audition Committee may recommend the use of a screen where all finalists are already members of the Orchestra or in any other circumstances where the Audition Committee believes the use of screens is important. After all finalists have played, the Audition Committee shall, without discussion, vote by secret ballot and then inform the Music Director or Music Director Designate of the result of the ballot. After a discussion of the audition an Audition Committee member or the Music Director or Music Director Designate may request a second secret ballot. Based on the second ballot, if made, the Audition Committee shall make a recommendation to the Music Director or Music Director Designate who shall then determine the winning applicant. The Music Director or Music Director Designate shall have the right to choose none of the applicants, or to require the applicant to play in the section of the Orchestra on a trial basis for a reasonable length of time before a final decision is made.

- (12) Any recommendation made by the Audition Committee shall be kept on file by the Members Committee and the Employer. Any such recommendation shall be confidential and shall be used only for the purpose of evaluating the audition process set out herein. The Audition Committee's deliberations shall not be communicated to any applicant. No recommendations of the Audition Committee may be used in any proceeding, whether formal or informal, against any individual Musician.
- (13) The person vacating the position in question shall not serve on the Audition Committee.
- (14) Before hiring a Substitute or Extra Musician from outside the Minneapolis-St. Paul area, the Employer, and the affected section and when applicable the Audition Committee shall consider whether there is an equally good or better Substitute or Extra Musician available from within the Minneapolis-St. Paul area.
- (15) It is expressly understood and agreed that any provisions herein notwithstanding, only the Employer's President, General Manager or members of the Board's Human Resources/Compensation Committee may discuss offer terms or contract terms or extend an offer of employment to a potential Musician.

ARTICLE XXIV - DURATION OF AGREEMENT

Section 24.1 Term of Agreement. Except as otherwise specifically provided herein, this Agreement shall become effective as of ~~October 1, 2007~~ the date of ratification by the Union, and shall continue in full force and effect through and including September 30, ~~2012~~ 2017. The Agreement shall continue in full force and effect from year to year thereafter, unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other prior to May 1, ~~2012~~ 2017, or prior to May 1 of any subsequent year.

Section 24.2 Termination for Financial Reasons. In the event that Employer finds it impossible for financial reasons, as reflected by its financial statements certified by an independent certified public accountant, to continue its activities beyond that Season, this Agreement shall be terminable by Employer after the conclusion of any of the Symphony Seasons covered by this Agreement. The Employer shall promptly furnish to the Union copies of such financial statements.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, ~~2008~~ 20.

THE MINNESOTA ORCHESTRAL ASSOCIATION

By: _____
~~Paul D. Grangaard, Chairman~~

TWIN CITIES MUSICIANS' UNION LOCAL 30-73

By: _____
Brad Eggen, President

EXHIBIT A - Amendments to Minnesota Orchestral Association Pension Plan

October 1, 2004

Mr. Ron Rollins, Esq.
KRAUSE & ROLLINS, CHTD.
310 Groveland Avenue
Minneapolis, MN 55403

Dear Mr. Rollins:

This letter will confirm the discussion during the negotiations of our new Master Agreement relating to pension for Musicians who retired on or before September 2, 1979.

The Association will amend The Minnesota Orchestral Association Pension Plan to provide a minimum benefit for Musicians who retired under the Plan on or before September 2, 1979 in the amount of \$1,600.00 per month, reduced by one-thirtieth (1/30th) for each year of service less than thirty (30), and further reduced by applicable joint and survivor annuity factors.

The members of the Orchestra have indicated their willingness to perform two (2) additional services per Symphony Season without additional compensation. These additional services may be either pension benefit concerts for previously retired Musicians, Symphony Ball or season preview concerts or rehearsals for such concerts, provided that there may be no more than one such concert per year of the Master Agreement.

These services will be performed in accordance with the terms and conditions of the Master Agreement, except that if these added services create a nine (9) service week, the nine (9) service week will not be counted as one of the maximum twelve (12) nine-service weeks available to the Employer. Additionally, however, these rehearsals and concerts shall not be scheduled so as to create a week containing ten (10) actual services. The provisions of this paragraph are designed to assist in the funding of pension benefits.

Sincerely,

Robert R. Neu
Vice President & General Manager

EXHIBIT B String Revolving and Rotation

For the purposes of this section, the string section will be divided into five (5) different sections: First Violin, Second Violin, Viola, Cello, and Double Bass.

All string sections will participate in a system of revolving on a voluntary basis, with the exception that all section string players hired on or after January 1, 2003 will permanently revolve on a mandatory basis and may not subsequently opt-out. Titled chairs will be called "frozen" chairs and shall not revolve. For the duration of this agreement, all players eligible for voluntary revolving may opt-in or opt-out of revolving by informing the Personnel Manager in writing sixty (60) days prior October 1 of each year. Players who do not provide timely notice of opt-in or opt-out will continue in their status from the prior year.

Players who opt-out of string revolving will revert to the non-revolving seating assignment they occupied just prior to January 1, 2003.

Hereafter, all section string positions that become vacant, including newly created section string positions, will become permanently revolving positions.

Members of the String Rotation Committee, consisting of one representative from each of the five (5) string section and designated by the MOMC, will serve term lengths of one season to coincide with the beginning of every winter season. The String Rotation Committee may take into consideration the differing needs and desires of each section. It is understood that the String Rotation Committee will deal with all issues related to string revolving and rotation including the frequency and method of revolving and rotation. Decisions made by the String Rotation Committee will be subject to review and approval by the MOMC and the Music Director.

The Personnel Manager will administer the system of revolving and rotation.

Hereafter, the Minnesota Orchestral Association will enter into no new agreements with any string player that guarantee or promise any specific non-titled or section seating assignment or chair within any string section to that individual player.

This Exhibit B will continue from year-to-year (October 1 to September 30) unless written notice is given by either party to terminate the Exhibit. Such notice of termination shall be provided no later than July 31 to be effective for the season immediately following. If, after such notice is submitted, the parties are not able to reach agreement on continuation or modification of the Exhibit, the Exhibit will become null and void as of October 1 immediately following the notice.

Generally speaking, revolving refers to the system of periodic change of string players' seating positions within one of the five (5) string sections for those Musicians participating. Rotation refers to the system that determines the players, from among those who revolve, who work when a string section is reduced.

Consensual seating swaps for reduced string complements

By mutual consent of the players involved, a tenured string player may elect to move up to replace another tenured string player for a specific work if there is a reduced string complement for that work. The Personnel Manager shall be informed by both players if they enter into any such arrangements.

November 15, 1988

Mr. Ron Rollins
310 Groveland Avenue
Minneapolis, Minnesota 55403

Dear Mr. Rollins:

This is in reference to the provisions of Section 18.2 relating to “the reasons underlying the Employer’s decision to consider change(s).”

It is the intention of the parties that the “reasons” shall be specific enough to advise the Musician of the areas of artistic concerns and problems so as to enable the Musician to address those concerns and problems, permit the player to work in these areas, and attempt corrective action.

Sincerely,

Mark Volpe
General Manager

January 4, 1989

Mr. Ron Rollins
310 Groveland Avenue
Minneapolis, Minnesota 55403

Dear Mr. Rollins:

During the negotiations of the Current Master Agreement, we agreed to reaffirm the following matters for the term of the Master Agreement.

A. *Conductors*

The Orchestra Committee will be given advance notice and the opportunity to discuss with the Association the selection of persons to fill vacancies among staff conductors .

B. *Sound Conditions on Stage*

The Association agrees to meet with the Orchestra Members Committee to discuss the problem of excessive sound levels on stage, to review proposed steps to ameliorate such sound problems, and to give serious consideration to the implementation of those steps to the extent the artistic and financial considerations allow. In addition to the above, the Association agrees to meet with the Orchestra Members Committee to discuss any other stage condition issues at the request of the Orchestra Members Committee.

C. *Sectionals*

In respect to Section 6.3 of the Master Agreement, it was the intent of the parties that only the conductor responsible for conducting the performance of a given work be permitted to use a sectional to rehearse that work. In other words, a conductor is not permitted to share conducting responsibilities in a sectional or delegate his/her conducting responsibilities in a sectional.

Sincerely,

Mark Volpe
General Manager

October 1, 1998

Mr. Ron Rollins
310 Groveland Avenue
Minneapolis, MN 55403

Dear Mr. Rollins:

During negotiations of the current Master Agreement, the following topics were addressed:

Summer Performing Arts Center

~~We acknowledged that there is a definite likelihood for a summer performing arts center (owned and operated by the Employer) to be built during the life of this Agreement. Pursuant to that, we agreed that if specific contract language pertaining to the summer performing arts center is needed, it will be addressed and, if necessary, negotiated at the appropriate time prior to the opening of the center.~~

Electronic Media

We discussed the changing world of electronic media with a particular emphasis on potential internet possibilities that would enhance the reputation and outreach of the Minnesota Orchestra. Pursuant to that, we agreed that the Musicians and Association should jointly work together, most likely in a Committee structure, to explore these opportunities and to find ways to take advantage of them.

Deductions for Missed Services

We discussed the method of determining pay deductions for missed services. We agreed that Musicians absent for a full week(s) shall receive no salary for that week. If the absence is for less than a full week, salary shall be reduced per the following formula:

$$\frac{8 \text{ minus } \# \text{ of services missed}}{8} \times \text{weekly salary}$$

e.g., If a Musician plays five (5) services and is on leave without pay for three (3) services, their salary for that week will be 5/8 of their negotiated weekly salary.

Sincerely,

Robert R. Neu
Vice President and General Manager

24 September 2002

Mr. Ron Rollins
310 Groveland Avenue
Minneapolis, MN 55403

Dear Ron:

The Minnesota Orchestral Association has a loan fund available to full-time staff Orchestra Musicians.

The main purpose of the fund is to assist members of the Orchestra in the acquisition of quality instruments which will enhance their individual performance and thereby that of the Orchestra as a whole.

The following modifications will be effective October 1, 2002 and will remain in effect until further notice:

- The maximum loan amount will increase to \$50,000 from \$25,000.
- The annual interest rate charged for loans will be reduced to 6% from 8%.
- The payback period will be extended up to ten (10) years from five (5) years.

Sincerely,

E.B. Gill
Chief Operating Officer

June 22, 2004

The MOA instrument loan agreement will be amended to require the following:

1. A receipt of instrument purchase must be submitted to the MOA
2. Any instrument financed through a MOA instrument loan is required to be insured to the extent of the loan amount and to be listed on the MOA's insurance policy.
3. In the event of an instrument loss, the player is obligated to pay off the outstanding loan balance.
4. If the financed instrument is sold, the loan becomes payable in full.
5. If the player sells the instrument to purchase another instrument, the old loan should be satisfied, and a new loan agreement set up for the new instrument.
6. No individual may have total loans exceeding the then current maximum loan amount.
7. Loans will only be awarded for the purchase of instruments played with the Minnesota Orchestra.

~~235438~~+235446.2

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