



Musicians' Master Agreement

2019-2020 Season

Please return the signed
Schedule Conflict Page (23) and
Signature Page (24) in the
enclosed envelope by July 19, 2019.

CONTRACT ITEMS NEW THIS YEAR ARE HIGHLIGHTED.

**Please note Article V, F – Mileage Reimbursement (Page 5)
and Article XI, J – Auditions (Page 11)**

TABLE OF CONTENTS

ARTICLE I - TERM	3
ARTICLE II – MANAGEMENT RIGHTS	3
ARTICLE III – MUSICIANS	3
ARTICLE IV - SERVICE DEFINITIONS	4
ARTICLE V - COMPENSATION	4-5
ARTICLE VI - SCHEDULING	5-6
ARTICLE VII - RUN-OUT AND OUTDOOR CONCERTS	6
ARTICLE VIII - ATTENDANCE	7-8
ARTICLE IX - MUSIC	8-9
ARTICLE X - PERFORMANCE DRESS CODE	9
ARTICLE XI - AUDITIONS	9-11
ARTICLE XII – PROBATIONARY PERIOD	11-12
ARTICLE XIII - PLACEMENT AND ROSTER SELECTION	12
ARTICLE XIV – LEAVE OF ABSENCE	13
ARTICLE XV – MUSICAL STANDARDS AND DISCIPLINE	13-15
ARTICLE XVI - GRIEVANCES	15
ARTICLE XVII - OUTSIDE CONTRACTS	15-16
ARTICLE XVIII - RECORDINGS	16
ARTICLE XV – COMP TICKETS	16
APPENDIX A – GLOSSARY	17-18
APPENDIX B – MILEAGE REIMBURSEMENT	18
CONTACT INFORMATION	19
SEASON SCHEDULE & INSTRUMENTATION	20-22
SCHEDULE CONFLICT PAGE/SIGNATURE PAGE (to be mailed back)	23-24

Fargo-Moorhead Orchestral Association

Musicians' Master Agreement
2019 – 2020 Season

This document serves as the agreement by and between the Fargo-Moorhead Orchestral Association, hereinafter referred to as the "Association," and the Musicians of the Fargo-Moorhead Symphony Orchestra, acting through the Fargo-Moorhead Symphony Orchestra Committee, hereinafter referred to as the "Orchestra Committee." The purpose of this document is to establish wage minimums, hours of employment, and general employment conditions, policies and procedures for the Musicians engaged by the Association. The Orchestra Committee will be the group speaking on the behalf of the Musicians of the orchestra, hereinafter referred to as the "Orchestra" in collective dealings with the Association. Deviation from the terms set forth in this agreement can only take place by mutual agreement between the Association and the Orchestra Committee.

The Orchestra Committee consists of members of the Board of Trustees, the Music Department chairs of the three college/universities, and three Orchestra Representatives. Non-voting members include the Music Director, Concertmaster, Personnel Manager/Librarian, and Executive Director. The Orchestra Representatives are elected members from within the following sections of the orchestra: strings, woodwinds, and brass & percussion (one position), and also serve as full voting members of the Board of Trustees. The role of the Orchestra Committee is to:

- Uphold the terms of the Musicians' Master Agreement
- Serve as a liaison between Orchestra members, Executive Director, and Music Director
- Represent the interests of Musicians

Article I - Term

The terms of this agreement will take effect **June 1, 2019, and terminate May 31, 2020.**

Article II - Association Rights

It is expressly understood and agreed that the Association, acting by and through the Association and artistic staffs, exclusively reserves unto itself all proper and necessary inherent rights to manage the business and artistic affairs of the orchestra. The Association may not change or modify the terms of this Agreement without the written consent of all parties.

Article III – Musicians

The regular roster of the 2019-20 Fargo-Moorhead Symphony is as follows (pending Auditions):

First Violin - 11 (not including concertmaster)	Clarinet – 2
Second Violin – 12	Bass Clarinet – 1
Viola – 9	Bassoon – 2
Cello – 10	Bassoon III/Contra – 1
Bass – 7	Horn – 4
Flute – 2	Trumpet – 3
Flute III/Piccolo – 1	Trombone – 3
Oboe – 2	Tuba – 1
Oboe III/English Horn – 1	Timpani – 1
	Percussion – 4

Harp and Keyboard are engaged via per-concert contract.

Article IV - Service Definitions

- A. Maximum call per concert is two and one-quarter (2 1/4) hours per service, except once per season for the purposes of presenting a choral work, for which the time limit is two and one-half (2 1/2) hours.
- B. Maximum call per rehearsal is two and one-half (2 1/2) hours with a fifteen-minute break no later than one hour and one-third (1 1/3) after the rehearsal begins or as close to the halfway point of the rehearsal as practical.
- C. Length of concerts will be computed from the published performance time through the final offstage exit of the conductor at the end of the concert. See Article V, Section C for further information regarding compensation for overtime.
- D. Length of rehearsals will be determined from published beginning and end times.
- E. The Association will use its best efforts to maintain the stage temperature within a range of 60 to 85 degrees Fahrenheit. If temperature exceeds these limits, Musicians will use their best judgment to preserve their health and protect their instruments and property.
- F. The Personnel Manager will keep track of all musician tardiness and service overtimes.

Article V - Compensation

- A. Compensation per orchestral service, as defined above, is a 2% raise from the previous contract, with Section players paid at 80% of the Principal rate:

2019– 2020

Principal	54.76 / 105.08 (Rehearsal pay / concert pay)
Section Player	43.81 / 84.06
Harp:	\$480.00 per concert block

- B. Doubling of instruments will be paid at the rate of twenty (20%) percent over the agreed service amount for those services at which the Musician is hired to perform.

Doubling combinations include:

- 1) Flute and Piccolo
- 2) Flute and Alto Flute or Bass Flute
- 3) Oboe and English Horn
- 4) Bb Soprano Clarinet and Eb Clar.
- 5) Bb Soprano Clarinet and Bass Clar.
- 6) Bb Soprano Clarinet and Saxophone
- 7) Bassoon and Contra Bassoon
- 8) Any Combination of 1-7
- 9) Trumpet and Piccolo Trumpet
- 10) Trombone and Euphonium
- 11) Tuba and Euphonium

- 12) String Bass and Electric Bass
- 13) Timpani & Percussion Instruments
- 14) Percussion and Trap Set

Doubling combinations do not include:

- 1) Bb Soprano and A Clarinets
- 2) Trumpets and French Horns in various keys
- 3) Trumpet and Cornet
- 4) Tenor, Alto or Bass Trombone
- 5) Piano, Harpsichord and Celeste
- 6) Soprano, Alto, or Tenor Saxophone

- C. For those Musicians whose service time exceeds that specified in Article IV, compensation for that overtime period will be at the rate of 150% of the standard per-service rate, measured in fifteen-minute increments. In the event of extenuating circumstances (such as building evacuation, medical emergency, or other events outside of the control of the Association), a determination of overtime compensation to Musicians will be made by the Association through the Orchestra Committee.
- D. Sound Check Rehearsals – In the case of performances in alternative venues (such as the Fargo Theatre or Bluestem), musicians will be paid at ½ regular rehearsal rate if required to be present for a sound check/spot rehearsal lasting no more than 1.25 hours.
- E. A run-out is defined as a concert occurring outside the Fargo-Moorhead Area, defined as the geographic area bounded by the corporate limits of Fargo, Moorhead, West Fargo, and Dilworth. A per-diem stipend of \$50 extra per player, per occurrence for services taking place outside these regions will be added to players' paychecks.
- F. Musicians living further than 20 miles from Fargo-Moorhead will receive mileage reimbursement to help offset their commuting costs. MAXIMUM reimbursement will be the equivalent of a daily commute of 162 miles round trip x 7 (i.e. Grand Forks for all rehearsals and performances). Musicians who commute longer distances but stay in Fargo-Moorhead for rehearsal week will be reimbursed for one round trip. They may also be reimbursed for any additional round trips they make, but only up to the level of maximum reimbursement. Such musicians will not be reimbursed for more than one trip unless actual long-distance commuting occurred. If such additional trips are anticipated, the Personnel Manager should be advised before rehearsal week begins. Reimbursement is calculated on the average price of gas in Minnesota each concert week. An example of such reimbursement is Appendix B.
- G. In the event that an orchestra member becomes ill and is unable to complete a concert cycle, he/she will be compensated in full for the services in which the musician participated.

Article VI - Scheduling

- A. A list of services for the entire season will be sent (postmarked) no later than June 15, 2019 to all Musicians along with their individual agreement.
- B. Any proposed change to services throughout the 2019-2020 season must be reviewed by the Orchestra Committee. If approved, the proposed change(s) will take effect and Musicians will be notified in a timely manner. Musicians who cannot attend services for which the schedule has been modified will not be penalized; however Musicians will not be compensated for those services.
- C. Musicians will indicate on the form provided with this document the concerts and rehearsals they are not able to attend, and return the form with this document to the Symphony office **no later than July 19, 2019**.

- D. When the Musicians receive their music, the conductor will post a rehearsal order for that concert block. It is understood, however, that rehearsal schedules may occasionally be modified with limited notice.
- E. Every reasonable effort will be made to avoid using the services of the Orchestra during "major music events" on the campuses of Concordia College, MSUM, and NDSU, and major religious holidays and civic events.
- F. Changing the date or time of a service for arbitrary reasons will not be permitted. If the Association finds it necessary to reschedule a service due to extraordinary circumstances (other than *force majeure*), musicians who are unable to change their schedules will still receive payment for that service.
- G. In the event of severe weather, the Association will pay for services cancelled unless a four-hour notification is given to musicians. Notification will be deemed given when the Executive Director or his/her representative posts the cancellation announcement on the FMSO website. Other notification may also be given, as circumstances allow.

Article VII. - Run-Out and Outdoor Concerts

- A. Run-Out Concerts
 - 1. Run-out concerts (concerts outside of the Fargo-Moorhead Community) must be booked with at least 90 days notice to the Musicians and all Musicians will be expected to participate, except for those having pre-existing obligations. Musicians with pre-existing obligations should notify the Personnel Manager as described in Art. VIII, Sec. F. Additional compensation will be paid as noted in Art. V, Sec. D.
- B. Outdoor Concerts
 - 1. Outdoor services may be canceled and rescheduled without penalty or cost to the Association due to inclement weather if Musicians are notified at least two and one-half (2 1/2) hours prior to the scheduled time of service commencement.
 - 2. If a Musician arrives at an outdoor performance site after the performance has been canceled, and the Association has taken proper measures to inform the Musicians the performance was canceled, the Association is not responsible for financial compensation to the Musician.
 - 3. Musicians will be paid as per agreement for rescheduled outdoor services.
 - 4. Management may delay the start time of an outdoor service up to one half (1/2) hour due to inclement weather without penalty. Service timings and any related overtime would then be assessed based on a start time of up to one half (1/2) hour later than originally scheduled.

5. Adequate stage crew will be provided for assistance in moving and setting up percussion, keyboard, harp, and other instrument transport.

Article VIII – Attendance

- A. Except as provided in this section, all Musicians are expected to attend all services for which their position is required.
- B. Effect of absences on ability to play concert:
 1. If a Musician misses a dress rehearsal for any concert block, he/she will not be allowed to play in the affected concert, except with the approval of the Music Director/Conductor.
 2. If a Musician misses two or more rehearsals during any concert block, the Musician will not be allowed to play in the affected concerts except with the approval of the Music Director/Conductor.
 3. Musicians may be excused at the Music Director's/Conductor's discretion from rehearsals for performances containing only one or two rehearsals.
- C. Each Musician will be in his/her seat ready to play at the time set for the beginning of each rehearsal. Any Musician not in his/her seat as stated above will be deemed tardy. Tardiness for any service is defined as not being in your chair when the first tuning note is heard, or at your appointed time. Tardy Musicians will have their pay deducted in 15 minute increments. Habitual tardiness will result in a meeting with the Musician, Music Director, Executive Director, and Section Principal.
- D. Decisions regarding the eligibility of a Musician to perform in a concert block in the event of excessive absences will be determined jointly by the Personnel Manager and Music Director or conductor of the concert block.
- E. Musician absence due to a major religious holiday will be excused; however payment will not be made for services affected. If the absence(s) cause undue burden unto the musical performance, the Musician may be replaced for the concert and all associated events. The Personnel Manager, in conjunction with the Music Director/Conductor, will make this decision.
- F. Requests for absence must be presented to the Personnel Manager at least 30 days prior to the date of the requested absence. Requests made with fewer than 30 days notice will be handled on a case-by-case basis.
- G. If the request is denied, the Musician may present their case to the Orchestra Committee for review. The Orchestra Committee will make the final decision.

- H. In the event that a principal player is unable to play a concert series he/she will request release for that service by the Personnel Manager at least 30 days prior to the date of the service. The Personnel Manager, in conjunction with the principal player and the Music Director, will name the replacement for the absent principal player.
- I. When available, Substitute players will be selected from a sub list. Substitute players will be hired by the Personnel Manager. The Personnel Manager may consult with the Music Director, and the principal player of the section requiring a Substitute before making a final decision. If the principal player is not available for consultation, the Personnel Manager may consult with other Musicians in the section.
- J. Any Musician who misses a service due to an unexcused absence may be denied the right to perform that and/or any subsequent concert at the discretion of the Music director and the Personnel Manager. Remuneration for services missed will be forfeited.
- K. If a WIND/PERCUSSION/KEYBOARD Musician is absent from a rehearsal, that Musician is responsible for securing the services of a Substitute. The Substitute will be paid by FMSO as part of the regular concert payroll. While there may be emergency circumstances in which securing a Substitute at extremely short notice is not possible (i.e. for a medical emergency), hiring a rehearsal sub is considered the default action, in consultation with the Personnel Manager.
- L. The Personnel Manager reserves the right to not use a player if there is a request for more than one excused absence from a rehearsal/concert week.
- M. Unexcused tardiness for a performance will result in compensation for that concert being reduced by 50%. Tardiness for any service is defined as not being in your chair when the first tuning note is heard, or at your appointed time. Musicians tardy for any performance must meet immediately after the concert with the Personnel Manager, Executive Director, Music Director/Conductor, and members of the Orchestra Committee as available.
- N. Musicians must perform a minimum of 70% of Masterworks Concert sets for which their position is called upon to play, averaged over a rolling two-year period, in order to maintain permanent status. Anyone who falls below this minimum requirement may be assigned to substitute status, at the discretion of the Music Director, in consultation with the Orchestra Committee. A musician may request a one-year leave of absence for the complete season, which will not accrue toward the two-year attendance average (See Article XIV, Leave of Absence).

Article IX – Music

- A. Distribution
 - 1. Musicians will be notified via e-mail when music is available. Musicians may pick up their music at the FMSO business office during business hours. Office business hours are Monday – Friday, 9:00AM – 5:00PM (office closes at noon on Fridays during the summer). Players who are unable to pick up their music in person due

to significant distance separating their residence and the FMSO office may request that photocopied music be mailed to them.

2. If music has not been picked up prior to the day of the first rehearsal, the player will not be allowed to play that concert block.
- B. Possession
It is the responsibility of all Musicians to keep track of their music from the time it is picked up until it is returned.
- C. Collection
Music will be left on music stands after the final concert of all concert blocks.
- D. Lost, Damaged or Late-Returned Music
Any fees incurred by the Association for lost or damaged, or for rental music that is returned late, will be passed on to the Musician.

Article X – Performance Dress Code

- A. Clothing
1. **Male:** full tuxedo at all concerts. “Tuxedo” consists of:
 - Black tuxedo pants and jacket
 - White long-sleeved tuxedo or dress shirt
 - Black bow tie
 - Black shoes and black socks
 - Black cummerbund (optional)
 2. **Female:** ankle-length **FORMAL** black dress or **FORMAL** pants and top.
 - FORMAL means black evening wear of a formal fabric (no cotton, yoga pants or other casual trousers/cardigans), may be adorned with black sequins or beads
 - Top must be three-quarter length sleeve or longer with modest neckline
 - Black shoes with black hosiery, shoes must be closed-toe
- B. Jewelry and hair accessories should be unobtrusive.
- C. Special Accessories: if Musicians are asked to augment their regular concert dress for a particular concert (such as a “touch of color” accessory like a scarf or tie), this will be mentioned at least two weeks ahead of the first rehearsal, and is optional. Musicians may always opt to remain with standard concert dress.
- D. Perfumes, colognes, or highly scented lotions and personal products are not allowed.

Article XI - Auditions

- A. All vacancies for positions will be filled in accordance with the following procedure:
1. The Orchestra will announce and publicize vacancies with 60 days notice prior to the audition date whenever possible.

2. All open positions will be advertised through the local media and publicized at the three institutions of higher education in the Fargo-Moorhead area.
 3. When applicable, open positions will be advertised regionally and/or nationally.
 4. Principals are responsible for communicating names and contact information of their Sub List players to the Personnel Manager.
- B. The Audition Committee for permanent positions will include at least three individuals. All final auditions must include at least two Musicians and the Music Director. There may be a preliminary round of auditions with or without the Music Director, in which case another Musician will replace the Music Director.
- C. Those eligible for the committee will be as follows:
1. For string vacancies (including harp): string principals (Concertmaster, principal second violin, viola, cello and bass) plus a minimum of one woodwind principal and one brass principal.
 2. For woodwind vacancies: woodwind principals plus a minimum of one brass principal and one string principal.
 3. For brass vacancies: brass principals plus a minimum of one woodwind principal and one string principal.
 4. For percussion and piano vacancies: the principal of the percussion section and timpani plus a minimum of one woodwind, one brass, and one string section principal.
- D. No Musician auditioning for a vacant position will serve on the committee.
- E. The following conditions will be applicable for all auditions (except as specified in Article XI section B):
1. Auditions will be closed to everyone except the candidate, Audition Committee members and such other persons as the Music Director or a majority of members of the Audition Committee may authorize.
 2. Auditions will be performed in the presence of the appropriate Audition Committee members. Auditions will be performed behind a screen. The screen may be removed *only* with the approval of the Music Director *and* a unanimous agreement among the members of Audition Committee. In the case of auditions for a Principal Player, auditions will include Call-Backs which will be with the screen removed.

3. The screen will be completely opaque, and should be completely flush with the floor. It should be built at a height such that no person can be seen above the top edge of the screen.
 4. The Personnel Manager will be responsible for the seating, distribution of materials and ensuring total anonymity of the candidates.
 5. A list of materials for the auditions will be available on the FMSO website (www.fmsymphony.org) at least 30 days in advance of the audition date.
- F. No Musician currently employed and formally auditioned by the orchestra will be required to play a formal audition, unless he/she wishes to apply for a vacant position, except as it relates to the appeal procedure.
- G. All decisions regarding audition procedure and selection of Musicians will be made by the Music Director and the Audition Committee. The Music Director's decision will be final after consultation with the Audition Committee.
- H. The members of the Audition Committee and the Music Director must, at all times, make every reasonable effort to make an unbiased decision regarding the selection of the most fit candidate for an open position. If an Audition Committee member feels their ability to make a fair and objective decision is impaired in any way, either because they are knowingly aware of a specific applicant, or due to any other circumstance to the extent that could affect their decision, the Audition Committee member must excuse themselves from the Audition Committee. A replacement committee member will then be selected. That decision will be made in consultation with the Music Director, Personnel Manager, and a member of the standing Audition Committee.
- I. At the beginning of each season, a ranked list of Substitute Musicians will be compiled by the section principals, in consultation with the Music Director and Personnel Manager. It is highly desirable, though not always practical, that all Musicians on the sub list will have auditioned for the Music Director and section principals. At any time the Association may hold a sub-list audition, in order to place Musicians onto the master sub-list. Normal auditions rules will apply during the sub-list audition.
- J. At the Music Director's discretion, and in consultation with the Orchestra Committee, a Musician who has auditioned and been placed on the Sub List may, upon successfully performing up to FMSO standards, AND in the event that there is one or more unfilled roster positions in that section, be invited (without further audition) to be a permanent roster musician. The first year of probationary status would still apply during that Musician's first year as a roster musician.

Article XII – Probationary Period

- A. The first full concert season of a musician's contractual employment will be considered probationary. At the discretion of the Music Director in consultation with the Orchestra committee, this period may be extended one more season. If probationary musician will not be re-engaged, written notice will be sent within 30 days following the final subscription. Copies of

this notice will be sent to members of the Orchestra Committee. In the absence of written notice of non-re-engagement, a musician will be deemed to have successfully completed his/her probationary period and will be considered a permanent member of the orchestra. The musician will be issued a contract for the following season.

- B. Prior to a notice of non-re-engagement, the Music Director will make every reasonable effort to communicate his/her dissatisfaction with a probationary musician in danger of not successfully completing his/her probationary period.
- C. If a section musician auditions for and is appointed to a principal position, an interim position opens in the section. That interim position is then filled by independent audition. In the event that the principal player attains permanent status, the interim position will be auditioned for permanent status. This requirement may be waived by the Music Director in consultation with the Orchestra Committee. If a musician moves from section status to a principal position but fails to receive permanent status after the probationary year, his/her contract will revert to that of the previously held position in the orchestra.
- D. If a musician applies for and is granted a Leave of Absence, an interim position opens in the section. That interim position is then filled by independent audition. In the event that the player taking the Leave of Absence does not return, the interim position will be auditioned for permanent status. This requirement may be waived by the Music Director in consultation with the Orchestra Committee. If a section musician receives an interim principal position but fails to receive permanent status after the probationary year, his/her contract will revert to that of the previously held position in the orchestra.

Article XIII – Placement and Roster Selection

- A. The Music Director, in consultation with section principals and the Personnel Manager, will determine the seating order of all Musicians for all concerts. Any reassignment of parts necessitated by special demands of a composition or for expediency will be determined by the Music Director and the section Principal. Musicians affected by the intended change or changes will be informed prior to their implementation. For purposes of artistic quality of overall concert performance, the Music Director has the authority to ask a Musician to stand down for a concert, without jeopardizing that Musician's roster status. If it is deemed necessary to ask a Musician to stand down more than once in a concert season, the Music Director shall consult with the Orchestra Committee to consider initiation of the dismissal procedure outlined in Article XV, Section B.
- B. The Association will inform all contracted Musicians of the repertoire and season schedule at the time the Musician's Master Agreement is distributed.
- C. For concerts not requiring full orchestra, the roster and seating order will be determined by the Music Director and each section principal. In no instance will the roster or seating order result in the non-engagement of a Musician as the result of the engagement of a Substitute Musician.

- D. The Association will make an effort to maintain a steady complement of section string members. Additional Substitute Musicians may be hired at the discretion of the Personnel Manager.
- E. The Music Director, in consultation with the Orchestra Committee, may appoint an Interim Principal (in the event of a vacancy in a Principal position) for a period of time up to the length of a season, and also may determine when auditions will take place for that audition.
- F. The Music Director, in consultation with the Orchestra Committee, may re-open existing Principal positions for re-audition.

Article XIV – Leave of Absence

- A. After each two (2) consecutive seasons of regular service, a Musician may request up to a one (1) year unpaid leave of absence.
- B. Written notification of the request to take a leave of absence will be submitted to the Personnel Manager by June 15 prior to the season during which the leave will be taken. The request will be evaluated and decided upon by the Music Director in consultation with the Orchestra Committee. The Musician will receive a written confirmation regarding the leave of absence within thirty (30) days of submitting notification of his/her request to take a leave of absence from the Personnel Manager. Such requests will not be unreasonably denied.
- C. The Musician must provide his/her notice of intent to return from a leave of absence no later than April 30 prior to the season for which he/she is scheduled to return.

Article XV – Musical Standards and Discipline

The Association, Music Director and Orchestra Committee are strongly encouraged to resolve Musical Standards or Disciplinary problems without resorting to the procedures outlined in this Article.

- A. The Association, in consultation with the Orchestra Committee, may immediately dismiss a Musician after warning him/her in writing, for the following reasons:
 - 1. Repeated and/or unexcused absence from, or tardiness at, performances or rehearsals.
 - 2. Insubordination.
 - 3. Intoxication, including the use of illegal drugs.
 - 4. Persistent inattention to, or neglect of duties, and any behavior which is disruptive and/or detrimental to rehearsals or performances.
 - 5. Inability to perform to the standards of the orchestra due to impairment of physical or mental capacity.

- B. The procedure for dismissing a Musician alleged to not be performing to the standards of the orchestra are:
1. The Association, through the Music Director and/or Personnel Manager will communicate verbally with the Musician. If deemed appropriate, a time frame for resolution will be established.
 2. If the problem continues, the Association, through the Executive Director, will send a certified letter to the Musician stating that its purpose is to give a first warning. The letter will state the reason(s) for such warning and suggest remedies. A copy of the letter will also be sent to the members of the Orchestra Committee.
 3. Any Musician who received such notice may request a private conference with the Music Director, Executive Director, and the Personnel Manager and may have present at such conference, as an observer, a member of the Orchestra Committee. Such conference will be requested through the Personnel Manager to take place within thirty days of receipt of the original letter.
 4. The Association, through the Music Director and/or Executive Director will send a second letter by certified mail to the Musician no sooner than sixty days and no later than seventy-five days from the date of the original letter OR after two Masterworks concert blocks. Two concert blocks are considered the opportune window of time for the musician to achieve the desired improved level of performance. If at this time the desired level of improvement has been achieved and matter is resolved to the satisfaction of the Music Director and the Association, the letter will state that the issue is considered closed. If the level of performance has not been achieved, this second letter will inform the Musician of their dismissal. This letter will include relevant details of any meetings between the Musician and the members of Management, and the Musician's progress in addressing the issues outlined by the first letter.
 5. If the Musician is not satisfied with this decision, an Appeal Process can be initiated. The Appeals Process is outlined in Section D of this article.
- C. The Association, through the Executive Director, Music Director and/or Personnel Manager, reserves the right to immediately dismiss a Musician for the following reasons:
1. Willful refusal of a Musician to follow Association policy.
 2. Willful negligence or wanton misconduct by a Musician which results in real or perceived damage to the Association, its employees, and/or the general public.
- D. Appeal process – A Musician may appeal his/her dismissal through the following process:
1. To protest a notice of dismissal, a Musician must inform the Appeals Committee in writing by no later than 14 days from the date of the final dismissal letter.

2. The Appeals Committee will consist of the President of the Board of Trustees (or his/her designee), the Executive Director, the Music Director, the three Orchestra Representatives, and one at-large representative of the orchestra selected by the Musician protesting his/her dismissal.
 3. The Appeals Committee will meet with the Musician within forty-five days of the request for an appeal to discuss the reasons for non-renewal. At this time, the Musician may present any pertinent evidence on his/her behalf.
 4. Immediately following the conclusion of the final meeting, the Appeals Committee will vote by secret ballot on the competence of the appealing Musician and the validity of the reasons for their dismissal, carefully considering all pertinent evidence.
 5. Each member of the Appeals committee will have one vote. The Chair of the orchestra committee will designate two members of the Appeals Committee to count the votes and report to the said Chair. Neither the persons counting the votes nor the Chair of the Orchestra committee will disclose the number of votes cast in favor or against any appealing Musician.
 6. A majority vote will be final and binding on all parties.
- E. A non-certified letter not leading to dismissal may be sent by the Association to address procedural and/or other issues of concern. A copy of this letter will be kept in the Musician's personnel file.

Article XVI - Grievances

Both parties to this agreement recognize that many grievances involve misunderstanding, and therefore, the parties are encouraged to resolve grievances on an informal basis whenever possible. Unresolved grievances will be addressed in the following manner:

- A. Any dispute or concern should be first addressed with the appropriate Orchestra Representative within fifteen (15) business-days of the event giving rise to the dispute or grievance. A written account of the grievance should also be forwarded to the Association Office.
- B. The Orchestra Representatives will make such inquiry and have such other discussion as is deemed necessary and will render an answer to the grievant in writing within five (5) business days.
- C. If the dispute remains unresolved, then the Musician may bring his/her grievance to the Orchestra Committee within five (5) business days of the response from the Orchestra Representative.
- D. The Orchestra Committee will review the grievance and issue a response within five (5) business days of presentation to the Orchestra Committee.

- F. If the dispute remains unresolved, the Musician may then bring their grievance to the Executive Director within five (5) business days of the response from the Orchestra Committee. The decision of the Executive Director will be final.

Article XVII - Outside Contracts and Performances

- A. The Association may negotiate outside contracts with contractors for all or part of the Orchestra to perform as a part of non-Symphony programs. Pay for these engagements will be negotiated with the contractor. Outside players may be hired to fill contractual obligations for specialty Musicians where an appropriate player does not exist on the Symphony's roster.
- B. The resulting orchestra may be billed as the "Fargo-Moorhead Symphony Orchestra," "Fargo-Moorhead Pops Orchestra," or any other name utilizing the phrase "Fargo-Moorhead," and another word or words which accurately and reasonably describes the ensemble, for the purposes of promotion and clarity.

Article XVIII - Recordings

- A. Except as provided below, no service or any part thereof will be recorded, reproduced or transmitted in any manner or by any means by the Association or by other person(s) in the absence of a written agreement with the Musicians.
- B. The Association may make an archival recording of Association Concerts which will remain in the control of the Association. Such archival recording will be used only for delayed broadcast. In addition, these recordings may be used for submission as part of grant applications requiring such recording, or as promotional or educational materials. Recording issues outside what is specified in this contract will be addressed on a case-by-case basis.
- C. No recorded product will be used as evidence against any Musician in any discharge, non-renewal or demotion proceeding.

Article XV – Comp Tickets

- A. Masterworks Concerts - Each musician will receive a **COMP TICKET VOUCHER** in their music folder prior to each concert week. Simply give the voucher to whomever you wish, they can redeem it the day of the concert by using it instead of cash at the box office in the lobby. If you are not going to use yours, feel free to give it to a fellow musician who would like two.
- B. Chamber Series Concerts – FMSO roster musicians are invited to attend Chamber Series Concerts free of charge, no voucher is needed (if the door volunteer does not recognize you, simply tell them you are a musician and can attend free). Musicians performing in the concert can put family members on the guest list at the door.
- C. Symphony Rocks – Each musician will receive one general admission comp voucher upon request.

Appendix A - Glossary

Association – The Fargo-Moorhead Orchestral Association, dba Fargo-Moorhead Symphony Orchestra.

Absence, Excused – Prior knowledge of the intended absence exists and has been approved by the Personnel Manager and/or Music Director. Emergencies also constitute Excused Absences. See below for a full definition of “Emergency.”

Absence, Unexcused – Any absence(s) which do not fall under the categories defined in “Excused Absences.”

Audition Committee – The committee formed in accordance with Article XI, Sections B and C.

Appeals Committee – The committee formed in accordance with Article XIII, Section D, Subsection 2.

Emergency - A reason for being excused from a rehearsal or concert occurring at short notice and including, but not limited, to sickness of a Musician or his/her family, accident, severe weather, and other events beyond the control of the individual.

Executive Director – The employee of the Association having the primary responsibility for the administrative affairs of the Association.

Fargo-Moorhead Metro Area – The Fargo Moorhead Metro Area will include geographic area bounded by the corporate limits of Fargo, Moorhead, West Fargo, and Dilworth.

Music Director – The employee of the Association who directs all musical activities of the Association and serves as Principal Conductor of the Orchestra.

Orchestra Committee – The Orchestra Committee is comprised of an elected representative member of each of the following sections of the orchestra: strings, woodwinds, and brass/percussion; the chairpersons of each college/university music department, and representative(s) from the Board of Trustees. The role of the Orchestra Committee is to:

- Uphold the terms of the Musicians’ Master Agreement
- Serve as a liaison between Orchestra members, Executive Director, and Music Director
- Represent the interests of Musicians
- Uphold the mission of the Fargo-Moorhead Symphony

Representatives are elected every three years by members of their respective sections, and serve as Orchestra Committee members as well as full voting members of the FMSO Board of Trustees. Board members may serve a maximum of two three-year terms; thus, orchestra representatives are eligible to run for re-election after their first three-year term.

Overtime - Service time that exceeds the time specified in Article IV.

Principal Duties - The responsibilities of a Principal Player include, but are not limited to:

1. To perform all solo passages
2. To be responsible for bowings, if applicable
3. To maintain knowledge of supplemental players for possible use in the section
4. To set an example of the very best musicianship and professional demeanor for the section
5. To be available to serve on Audition Committees
6. To perform in small ensembles/as a soloist in community outreach and chamber music events (paid services), as requested by the Association and when available within the musician's schedule.

Service – One meeting of the Orchestra, for either a rehearsal or a concert.

Tardiness - Not being in your chair when the first tuning note is heard, or at your appointed time. This holds true for any service (rehearsal or performance).

Appendix B – Mileage Calculator

Travel Reimbursement Calculator to Fargo								
		Cost/Gallon	\$ 2.65	10-Jun-19				
		MPG	22					
		Rounding	0.25					
				Trips				
	RT Miles	7	6	5	4	3	2	1
Anytown 1	100	\$ 84.25	\$ 72.25	\$ 60.25	\$ 48.25	\$ 36.25	\$ 24.00	\$ 12.00
Anytown 2	200	\$ 136.50	\$ 144.50	\$ 120.50	\$ 96.25	\$ 72.25	\$ 48.25	\$ 24.00
Anytown 3	300	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 108.50	\$ 72.25	\$ 36.25
Ada	87	\$ 73.25	\$ 63.00	\$ 52.50	\$ 42.00	\$ 31.50	\$ 21.00	\$ 10.50
Battle Lake	160	\$ 135.00	\$ 115.75	\$ 96.25	\$ 77.00	\$ 57.75	\$ 38.50	\$ 19.25
Bemidji	260	\$ 136.50	\$ 136.50	\$ 136.50	\$ 125.25	\$ 94.00	\$ 62.75	\$ 31.25
Bismarck	396	\$ 136.50	\$ 286.25	\$ 136.50	\$ 136.50	\$ 136.50	\$ 95.50	\$ 47.75
Detroit Lakes	92	\$ 77.50	\$ 66.50	\$ 55.50	\$ 44.25	\$ 33.25	\$ 22.25	\$ 11.00
Duluth	478	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 115.25	\$ 57.50
Fergus Falls	118	\$ 99.50	\$ 85.25	\$ 71.00	\$ 56.75	\$ 42.75	\$ 28.50	\$ 14.25
Frazee	112	\$ 94.50	\$ 81.00	\$ 67.50	\$ 54.00	\$ 40.50	\$ 27.00	\$ 13.50
Grand Forks	162	\$ 136.50	\$ 117.00	\$ 97.50	\$ 78.00	\$ 58.50	\$ 39.00	\$ 19.50
Hatton	156	\$ 131.50	\$ 112.75	\$ 94.00	\$ 75.25	\$ 56.25	\$ 37.50	\$ 18.75
Hawley	46	\$ 38.75	\$ 33.25	\$ 27.75	\$ 22.25	\$ 16.50	\$ 11.00	\$ 5.50
Hitterdal	64	\$ 54.00	\$ 46.25	\$ 38.50	\$ 30.75	\$ 23.25	\$ 15.50	\$ 7.75
Minneapolis	468	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 112.75	\$ 56.25
Motley	232	\$ 136.50	\$ 136.50	\$ 136.50	\$ 111.75	\$ 83.75	\$ 56.00	\$ 28.00
New Brighton	462	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 111.25	\$ 55.75
Omaha	848	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 136.50	\$ 102.25
Perham	132	\$ 111.25	\$ 95.50	\$ 79.50	\$ 63.50	\$ 47.75	\$ 31.75	\$ 16.00
Thief River Falls	224	\$ 136.50	\$ 136.50	\$ 135.00	\$ 108.00	\$ 81.00	\$ 54.00	\$ 27.00
Valley City	124	\$ 104.50	\$ 89.50	\$ 74.75	\$ 59.75	\$ 44.75	\$ 29.75	\$ 15.00

ADMINISTRATIVE CONTACT INFORMATION

FMSO Office:

WDAY Tower – 800 3rd Ave. S, Suite #300

Fargo, ND 58103

Hours of operation:

9:00 am - 5:00 pm Monday through Friday

9:00 am – noon on Fridays May through August

(701) 478-FMSO (3676)

Christopher Zimmerman, Music Director

chris@christopherzimmerman.net

703-204-0208 (home)

860-965-2783 (cell)

Linda Boyd, Executive Director

(701) 478-3676 (w)

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lboyd@fmsymphony.org

Sara Granger, Development Director

(701) 478-3676 (w)

sgranger@fmsymphony.org

Brenda Bohmert, Business Manager

(701) 478-3676 (w)

accounting@fmsymphony.org

Katie Granger, Administrative Coordinator

(701) 478-3676 (w)

katiegranger@fmsymphony.org

Joan Covington, Librarian/Personnel Manager

218-371-4000 (cell)

library@fmsymphony.org

FMSO 2019-20 Season - ORCHESTRA SCHEDULE

MASTERWORKS I – THE PLANETS & BEYOND

With guest violinist Kit Zimmerman

September 28 & 29

Courage/Williams: *Theme from Original Star Trek*

Korngold: *Violin Concerto* w KIT ZIMMERMAN

Holst: *The Planets*

2232 4210 tmp+2, hp, celeste
4444 6432 2tmp+3, 2hp, celeste

DATE	TIME	SERVICE TYPE	LOCATION
9/22/19	4:30 – 7:00pm	Winds Sectional	NDSU/FCH
9/22/19	7:15 – 9:45pm	Strings Sectional	NDSU/FCH
9/23/19	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
9/24/19	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
9/25/19		NO REHEARSAL	
9/26/19	7:15 – 9:45pm	Full Rehearsal w/ soloist	NDSU/FCH
9/27/19	7:15 – 9:45pm	Dress Rehearsal	NDSU/FCH
9/28/19	7:30pm	PERFORMANCE	NDSU/FCH
9/29/19	2:00pm	PERFORMANCE	NDSU/FCH

FAMILY CONCERT – Fargo Theatre

Jane Linde Capistran, conductor

Sunday, October 6

Program TBA

DATE	TIME	SERVICE TYPE	LOCATION
10/3/19	7:15 – 9:45 pm	Full Rehearsal	NDSU Band Room
10/6/19	1:00 – 2:15 pm	Half Rehearsal/Sound Check	Fargo Theatre
10/6/19	3:00 pm	PERFORMANCE	Fargo Theatre

MASTERWORKS II – THE SEA

November 9 & 10

Mendelssohn: *Fingal's Cave (Hebrides Overture)* **SIDE BY SIDE**

Britten: *Sea Interludes* from "Peter Grimes"

Debussy: *La Mer*

2222 2200 timp
2223 4331 timp+2 (+ 2 cornets Thu/Fri)
3324 4331 timp+3, 2hp

DATE	TIME	SERVICE TYPE	LOCATION
11/03/19	4:30 – 7:00pm	Winds Sectional	NDSU/FCH
11/03/19	7:15 – 9:45pm	Strings Sectional	NDSU/FCH
11/04/19	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
11/05/19	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
11/06/19		NO REHEARSAL	
11/07/19	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
11/08/19	7:15 – 9:45pm	Dress Rehearsal	NDSU/FCH
11/09/19	7:30pm	PERFORMANCE	NDSU/FCH
11/10/19	2:00pm	PERFORMANCE	NDSU/FCH

MASTERWORKS III – COLD WEATHER, HOT MUSIC – Chamber Orchestra with Reduced Strings 66443**With soprano saxophonist RUSS PETERSON****January 25 & 26**Marquez: *Danzon No. 4*Villa-Lobos: *Fantasia for Saxophone & Orchestra*Ginastera: *Variaciones concertantes*deFalla: *El Amor Brujo: Ballet Suite***STRINGS 66443****1111 sop sax 1110 piano Perc2****0000 3000****2121 2110 timp harp****2121 2200 timp+1 piano**

DATE	TIME	SERVICE TYPE	LOCATION
1/19/20	4:30 – 7:00pm	WIND SECTIONAL	NDSU/FCH
1/19/20	7:15 – 9:45pm	STRING SECTIONAL	NDSU/FCH
1/20/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
1/21/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
1/22/20	7:15 – 9:45pm	NO REHEARSAL	
1/23/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
1/24/20	7:15 – 9:45pm	Dress Rehearsal	NDSU/FCH
1/25/20	7:30pm	PERFORMANCE	NDSU/FCH
1/26/20	2:00pm	PERFORMANCE	NDSU/FCH

MASTERWORKS IV – PHILIPPE BIANCONI**March 21-22****With guest pianist PHILIPPE BIANCONI**Brahms: *Piano Concerto No. 2*Dvorak: *Symphony No. 7***2222 4200 tmp****3333 4331 tmp+4 FMAYS SIDE-BY-SIDE**

DATE	TIME	SERVICE TYPE	LOCATION
3/15/20	4:30 – 7:00pm	WIND SECTIONAL	NDSU/FCH
3/15/20	7:15 – 9:45pm	STRING SECTIONAL	NDSU/FCH
3/16/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
3/17/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
3/18/20	7:15 – 9:45pm	NO REHEARSAL	
3/19/20	7:15 – 9:45pm	Full Rehearsal - with soloist	NDSU/FCH
3/20/20	7:15 – 9:45pm	Dress Rehearsal	NDSU/FCH
3/21/20	7:30pm	PERFORMANCE	NDSU/FCH
3/22/20	2:00pm	PERFORMANCE	NDSU/FCH
3/23/20	7:15-10:00 pm	CONDUCTOR SEMINAR	NDSU/FCH

MASTERWORKS V – AMIT PELED**April 18-19****With Guest Cellist AMIT PELED**Villa-Lobos: *Bachianas Brasileiras No. 5 w soprano*Dvorak: *Cello Concerto*Beethoven: *Symphony No. 4***cello section & guest cellist ONLY****2222 3231 tmp+1****1222 2200 tmp**

DATE	TIME	SERVICE TYPE	LOCATION
4/12/20		EASTER – no rehearsal	
4/13/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
4/14/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
4/15/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
4/16/20	7:15 – 9:45pm	Full Rehearsal - with soloist	NDSU/FCH
4/17/20	7:15 – 9:45pm	Dress Rehearsal	NDSU/FCH
4/18/20	7:30pm	PERFORMANCE	NDSU/FCH
4/19/20	2:00pm	PERFORMANCE	NDSU/FCH

YOUNG PEOPLE’S CONCERTS – REPERTOIRE TBA**Tuesday, April 21 – NDSU Festival Concert Hall – 9:10 am, 10:30 am, 1:00 pm**

DATE	TIME	SERVICE TYPE	LOCATION
4/20/20	7:15 – 9:45pm	Full Rehearsal	NDSU/FCH
4/21/20	9:10 am	PERFORMANCE	NDSU/FCH
4/21/20	10:30 am	PERFORMANCE	NDSU/FCH
4/21/20	1:00 pm	PERFORMANCE	NDSU/FCH

SCHEDULE CONFLICT PAGE

Please print your name clearly: _____

Please clearly indicate next to any service dates from which you will be absent or tardy. **Indicate absences with an "A" and tardinesses with a "T."**

Masterworks I

___ 9/22/19 - sectionals
___ 9/23/19
___ 9/24/19
___ 9/25/19
___ 9/26/19
___ **9/27/19**
___ **9/29/19**

Family Concert - NEW

___ 10/03/19
___ 10/06/19 – rehearsal/sound check
___ 10/06/19

Masterworks II

___ 11/03/19 - sectionals
___ 11/04/19
___ 11/05/19
___ 11/07/19
___ 11/08/19
___ **11/09/19**
___ **11/10/19**

Masterworks III

___ 1/19/20 - sectionals
___ 1/20/20
___ 1/21/20
___ 1/23/20
___ 1/24/20
___ **1/25/20**
___ **1/26/20**

Masterworks IV

___ 3/15/20 - sectionals
___ 3/16/20
___ 3/17/20
___ 3/19/20
___ 3/20/20
___ **3/21/20**
___ **3/22/20**
___ **3/23/20 – Conductor Seminar**

Masterworks V

___ 4/13/20
___ 4/14/20
___ 4/15/20 (Wed. rehearsal because of Easter)
___ 4/16/20
___ 4/17/20
___ **4/18/20**
___ **4/19/20**

Young People's Concerts

___ Sun. 4/20/20 7:15 rehearsal - NDSU
___ **Mon. 4/21/20 9:10 am Performance**
___ **Mon. 4/21/20 10:30 am Performance**
___ **Mon. 4/21/20 1:00 pm Performance**

SIGNATURE PAGE

We need to confirm/update all of your contact information. Please PRINT very clearly. This information will be used for the Concert Programs, and to allow us to contact you. We do not share this information with any other individuals or organizations.

Name: _____ (as you wish it to appear in the program)

NO CHANGES TO ADDRESS/CONTACT INFORMATION FROM LAST YEAR (please check) OR:

HERE IS MY NEW/UPDATED INFORMATION:

Home Address: _____ City: _____ ST: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

E-Mail: _____ (please give us your preferred address)

Emergency Contact (name and phone): _____

MUSICIANS' AGREEMENT FORM

Your signature indicates that you have read and understand the policies in the Musicians' Master Agreement.

Signature: _____

Date: _____

Printed Name: _____

Please return this page to the FMSO office in the enclosed envelope by July 19, 2019.