

**AGREEMENT**

*Between the*

**NATIONAL PHILHARMONIC ORCHESTRA  
AND CHORALE OF MONTGOMERY COUNTY, INC.**

*and the*

**D.C. FEDERATION OF MUSICIANS, LOCAL 161-710**

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**Term:** This agreement is made effective from July 1<sup>st</sup>, 2020 to June 30<sup>th</sup>, 2025 by and between the National Philharmonic Orchestra and Chorale of Montgomery County, Inc. (“National Philharmonic”) and the Metropolitan D.C. Federation of Musicians, Local 161-710, American Federation of Musicians (“Union”) with regard to employment of Musicians by the National Philharmonic.

**ARTICLE I. UNION RECOGNITION; DUES CHECKOFF; UNION SECURITY**

**A. Union Recognition**

The National Philharmonic recognizes the Union as the sole and exclusive bargaining representative for all Musicians employed by the National Philharmonic.

**B. Dues Checkoff**

Upon receipt of a voluntary authorization from any Musician covered by this agreement on a form properly dated and executed and permissible under applicable State and Federal law, the National Philharmonic agrees to deduct dues and initiation fees which are established and uniformly applied to all its members by the Union. Deductions shall be made from each paycheck in the amount specified by the Union and transmitted to the Union by the end of the month in which deductions are made. These deductions shall be continued until such time as revoked in accordance with the terms of the signed authorization. All such revocations shall be effective with the payroll period after submission of the revocation of the Union.

**C. Union Security**

All current Musicians who are members of the Union as of the effective date of this Agreement shall remain members in good standing of the Union as a condition of employment. All current Musicians who are not members in good standing of the Union and all Musicians hired after the effective date of this Agreement shall become and remain members in good standing of the Union on and after the thirty-first (31<sup>st</sup>) day following the later of the beginning of their employment or the effective date of this Agreement. The enforcement of this provision does not require the National Philharmonic to maintain any records of the membership status of the Musicians; provided that, upon receipt of written notice from the Union that a Musician is not a member in good standing of the Union, The National Philharmonic shall take appropriate action by not engaging such non-Union member Musician for future services until such time as the Musician provides written documentation of a membership in good standing with the Union.

**ARTICLE II. ORCHESTRA COMMITTEE; APPEALS COMMITTEE; STANDING AUDITION COMMITTEE**

**A. Orchestra Committee**

The National Philharmonic recognizes a committee of Musicians (“Orchestra Committee”) to assist the Union in the negotiation, administration and enforcement of this Agreement. The Orchestra Committee shall be comprised of five (5) Tenured Musicians, elected by blind ballot by a minimum of fifty percent (50%) of Core Musicians, each serving a term of three (3) years. Terms shall be overlapping.

**B. Appeals Committee**

In connection with Article X.4 hereof regarding the appeal of a Dismissal or Demotion for Artistic reasons, an Appeals Committee shall be recognized for the purposes specifically set out on Article X.4. The Appeals Committee shall consist of seven (7) Tenured Musicians, four (4) of whom shall be elected by secret ballot by the Musicians of the Core Orchestra at the beginning of each season. The ballots will be held by the Union, which will identify the elected members of the Appeals Committee only in the event that an Appeals Committee proceeding is called for. In that case, the four (4) elected members of the Appeals Committee shall select the three (3) remaining members to serve on the Appeals Committee for the purpose of such Appeal. The Musicians selected shall include the Principal of the section plus one or more Principals from the orchestra Family (Strings; Winds; Brass/Percussion) of the appealing Musician, if those Musicians are not already serving on the Appeals Committee by virtue of election. In the case of an Appeal by a Principal Tenured Musician, the selected members of the Appeals Committee shall include two (2) Principals from the orchestra Family and one (1) Principal from outside the orchestra Family of the appealing Principal, if such Musicians are not already serving on the Appeals Committee by virtue of election. Any Musician who is the subject of an appeal shall not be eligible to serve on the Appeals Committee, and shall be replaced by the other Appeals Committee members by the same process as the remaining members as stated above.

**C. Standing Audition Committee**

For the purposes of hiring under Article VI.G [Appointment Without Audition], a Standing Audition Committee shall be engaged to consult with the Music Director on the Probationary period and the offering of a Personal Service Contract following such Probationary period. The Standing Audition Committee shall be comprised of the Principals of the orchestra Family in which the appointment occurs. If the appointment is for a Principal position, the remaining Family Principals shall comprise the Standing Audition Committee.

**ARTICLE III. ARTISTIC RELATIONS COMMITTEE**

The National Philharmonic has established an Artistic Relations Committee (“ARC”) for the purpose of periodically meeting with the Orchestra Committee. The purpose of the ARC will be to act as a liaison to the National Philharmonic Board of Directors and its Executive Committee, to entertain suggestions, observations and concerns voiced by Musicians of the National Philharmonic, and to ensure that the National Philharmonic’s objective of providing the highest quality classical music is achieved through teamwork and constructive employee relations. Regularly, but at least once each season, the Board of Directors will invite representatives of the Orchestra Committee to attend and address a meeting of the Board of Directors.

**ARTICLE IV. THE CORE ORCHESTRA; MUSICIANS**

**A. Core Orchestra**

The National Philharmonic shall establish a Core Orchestra with the following positions in their respective Orchestra Families:

**Strings**

Six (6) First Violins  
 Six (6) Second Violins  
 Four (4) Violas  
 Three (3) Cellos  
 One (1) Bass

**Winds**

Two (2) Flutes  
 Two (2) Oboes  
 Two (2) Clarinets  
 Two (2) Bassoons

**Brass/Percussion**

Two (2) Horns  
 Two (2) Trumpets  
 One (1) Trombone  
 One (1) Timpani

**B. Musicians**

A Musician in the National Philharmonic shall be Tenured, Probationary, Regularly Engaged or Substitute.

## 1. Tenured Musician

A Tenured Musician is one who has satisfactorily completed a Probationary period of not more than one year from the date of appointment and has been offered a Personal Service Contract for a second full season. Tenured Musicians shall be listed in Addendum A.

## 2. Probationary Musician

A Probationary Musician is one who has won an audition and has been offered a Personal Service Contract, but has not yet achieved Tenured status.

## 3. Regularly Engaged Musician

A Regularly Engaged Musician has been offered a one-year contract.

## 4. Substitute Musician

A Substitute Musician is employed on a temporary basis to fill a vacancy or to substitute for a Tenured or Probationary Musician in a Core Orchestra position.

**C. Rotation**

Regularly Engaged section string musicians shall be seated behind all Core string musicians. Substitute section string musicians shall be seated behind all Core and Regularly Engaged section string musicians.

**ARTICLE V. SERVICES AND COMPENSATION****A. Compensation for services**

The following base compensation for rehearsals and concerts shall apply to the National Philharmonic scheduled season concert programs, community concert programs and Montgomery County Public Schools concert programs, excluding the New Year's Eve concert (if any) and Special Contracted Performances where National Philharmonic is contracted on a fee engagement by a third party. Rates shall be effective July 1<sup>st</sup> to June 30<sup>th</sup> of each of the following seasons:

<u>Season</u>	<u>Rehearsal hour</u>	<u>Concert</u>
2020-2021	\$48.00	\$175.00
2021-2022	\$50.00	\$182.50
2022-2023	\$52.00	\$190.00
2023-2024	Prevailing Book Scale	Prevailing Book Scale
2024-2025	Prevailing Book Scale	Prevailing Book Scale

**B. Rehearsals**

Rehearsals shall be scheduled in specific durations and specified in fifteen (15) minute increments. Minimum call for a rehearsal shall be two (2) hours. The Music Director may extend a rehearsal with at least twenty-four (24) hours' notice, provided that Musicians are permitted to leave at the originally scheduled closing time because of family and/or professional conflicts. Total rehearsal time lasting eight and one-half (8<sup>1/2</sup>) hours or less for any program preparation period shall be scheduled over no more than five (5) days.

**C. Additional Pay for Concerts and Rehearsals**

Concerts lasting more than two and one half (2<sup>1/2</sup>) hours will incur additional pay calculated in fifteen (15) minute increments at the contract rate above, including all applicable premiums. Rehearsals lasting longer than provided for in Article V.B will incur additional pay calculated in fifteen (15) minute increments at the contract rate above, including all applicable premiums.

**D. Concertmaster**

The Concertmaster shall earn one hundred percent (100%) above the applicable contract rate for rehearsals and concerts.

**E. Principal Pay**

All string principals and one each principal flute, principal oboe, principal clarinet, principal bassoon, principal horn, principal trumpet, principal trombone, principal timpani and principal harp (non-Core) shall earn twenty percent (20%) above the applicable contract rate for rehearsals and concerts.

**F. Doubling**

All doubling shall be paid at fourteen percent (14%) for the first instrument and twelve percent (12%) for each additional instrument above the National Philharmonic contract rate.

**G. Cartage**

Cartage shall be paid at current Local 161-710 wage scale book rates (Cello does not receive Cartage).

**H. Employee Status**

National Philharmonic agrees to continue to pay FICA and Medicare benefits on behalf of all Musicians.

**J. Pension**

National Philharmonic adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated April 1<sup>st</sup>, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The National Philharmonic agrees to pay 8.393% in pension contributions for each covered Musician during the five-year term of this agreement. Checks for this purpose shall be made payable to the "AFM and EP Fund" and remitted to the Union monthly.

**K. Major Holidays**

For any concerts scheduled on major holidays set forth in Addendum B hereto, Instrumentalists shall be paid at the same contract rate as otherwise applicable hereunder, including all applicable premiums. Instrumentalists shall be free to decline without penalty any Concert Service Weeks containing rehearsals or concerts scheduled on such major holidays.

**L. Fundraising**

Musicians may be requested to attend post-concert receptions, and, no more than once per season, may be requested to participate with members of the National Philharmonic Board of Directors in a meeting with government officials and/or major donors to National Philharmonic to discuss funding for National Philharmonic. Such occasions shall not require the Musician to engage in any musical performance without a pre-negotiated and agreed-to fee.

**ARTICLE VI. AUDITIONS**

Except as provided in Section 9 below, all vacancies in the Core Orchestra of the National Philharmonic shall be filled by the audition procedure set forth in this Article.

The Music Director and the members of the Audition Committee shall attend each audition. The Union may have an observer present at each audition.

Each audition shall be scheduled by National Philharmonic management when reasonably practicable, and, in any event, within one year of the occurrence of a vacancy.

**A. Audition Committee**

1. The purpose of the Audition Committee is to assist the Music Director in the hiring of Musicians, with the decision of the Music Director to be considered final, provided that the Audition Committee does not unanimously oppose the Music Director's decision to hire a candidate. Musicians shall not be paid for service on the Audition Committee. The Audition Committee shall consist of:

- a. The Section Principal (or at least one Section Musician designated by the Orchestra Committee if the audition is for a Principal position);
- b. a Family Principal; and

c. three (3) other Musicians designated by the Orchestra Committee in consultation with the Music Director.

2. In the event that a Musician must be absent from a scheduled audition, the Music Director, in coordination with the Chair of the Orchestra Committee, may designate a replacement.

#### **B. Audition Schedule**

The Music Director shall confer with the Chair of the Orchestra Committee regarding audition schedules and instruments to be auditioned prior to submitting information for publication. Management shall be responsible for establishing the audition schedule, notifying all candidates and the Audition Committee of the audition schedule, conducting auditions and notifying the candidates of the results of the auditions no later than ten (10) days following the date of such audition.

#### **C. Audition Announcements**

Announcements for auditions will be made at least two (2) months prior to the scheduled audition and will be advertised in *The International Musician*, *Hi Notes*, and any other venues deemed appropriate by the National Philharmonic.

#### **D. Audition Procedure**

1. Auditions shall be guided by the Code of Ethical Audition Practices approved by the International Conference of Symphony and Opera Musicians, the Major Orchestra Managers' Conference and the American Federation of Musicians.

2. Resumes shall be required as part of the audition application. Preliminary and final auditions shall be screened in order to preserve candidates' anonymity. However, the screen may be removed for the final round upon agreement by the Music Director and a majority of the members of the Audition Committee.

3. The National Philharmonic shall provide a proctor to work with candidates behind the screen and to facilitate any communication between the candidate, the Audition Committee and the Music Director.

4. Members of the Audition Committee and the Music Director shall consult freely among themselves regarding the evaluation of audition candidates. In the event that the Members of the Audition Committee unanimously oppose the decision of the Music Director to hire a candidate, that candidate shall not be hired.

#### **E. Audition Requirements**

The Music Director, in consultation with the relevant Section Principal(s), will determine the specific repertoire of an audition.

#### **F. Audition Winners**

1. The winner(s) of an audition, if any, shall be awarded a Probationary contract with the National Philharmonic.



2. The Music Director, with the consent of the Audition Committee, may require one or more trial weeks of the winner of an audition prior to offering a Probationary contract. In the event that more than one candidate is deemed at an appropriate level, the Music Director, with the consent of the Audition Committee, may schedule one or more trial weeks for each candidate. Following the completion of all trial weeks, the Music Director, in consultation with the Audition Committee, may determine whether and to whom to offer a Probationary contract by the final concert of the season following the audition.

3. The Music Director, in consultation with the Audition Committee, may choose to qualify additional candidates to be engaged in the event that an audition winner leaves the National Philharmonic within one year following the issuance of a Probationary Contract. Such candidates shall enter into the normal Probationary process upon appointment.

#### **G. Appointment Without Audition**

The Music Director may issue Probationary contracts without an audition. In such cases, the National Philharmonic may not promote the Musician to Tenured status without the consent of the Standing Audition Committee as set forth in Article II.C. No later than thirty (30) days before the expiration of the Probationary period, the music Director will contact the members of the Standing Audition Committee. A majority of the Standing Audition Committee may veto the decision of the music Director. The Standing Audition Committee must respond within two (2) weeks of the Music Director's notice.

#### **H. Probation Review**

The Music Director shall confer with the Audition Committee before the end of the season of an audition winner's Probationary year to evaluate the probationary term. Members of the Audition Committee shall be given an opportunity to offer feedback on the Probationary Musician's performance.

### **ARTICLE VII. QUALIFICATION; TENURE; LOSS OF TENURE**

#### **A. Designation as a Tenured Musician**

1. Those Musicians listed in Addendum A shall be Tenured Musicians.
2. A Musician in the Core Orchestra shall become tenured upon the completion of a Probationary period following an audition (or Appointment Without Audition, as outlined in Article VI.G) in which he or she accepts and plays a minimum of sixty percent (60%) of Concert Service Weeks offered.
3. For the purposes of this agreement, Concert Service Weeks shall mean service weeks for all concerts played by National Philharmonic except the New Year's Eve concert (if any), Montgomery County Public Schools Concerts and Special Contracted Performances.
4. Tenure shall continue until such time as the Musician:
  - a. is terminated for artistic reasons pursuant to the procedures set out in

Article X;

- b. has his or her status as a Tenured Musician terminated as a result of a breach of Article VIII.E; [Musician's Obligations];
- c. resigns from the National Philharmonic Orchestra; or
- d. fails to accept and play at least the minimum number of Concert Service Weeks per season as described in Article VII.B.

5. Musicians in the Core Orchestra shall have the right of first refusal to all work performed by the National Philharmonic Orchestra, subject to repertoire and instrumentation. Musicians shall not be disciplined, demoted or discharged except for "just cause" (as defined under applicable labor law), or in accordance with the provisions of Article VII.B or Article X below governing loss of tenure and dismissal or demotion for artistic reasons.

### **B. Loss of Tenure**

1. A Tenured Musician may lose tenure if, for two (2) consecutive seasons, he or she accepts and plays less than sixty percent (60%) of Concert Service Weeks offered over the aggregate of the immediately preceding two (2) seasons (unless the Musician has been granted a leave of absence, or in the case of excused absence, illness, injury or emergency). A Tenured Musician may not miss more than fifty percent (50%) of services in any one (1) season. If a Tenured Musician fails to accept and play the minimum number of Concert Service Weeks as described above, the Music Director shall review the situation with the Musician, the Personnel Manager, and the Chair of the Orchestra Committee to determine appropriate action, which may include dismissal with or without placement on the Hiring List, or loss of tenure. Before making a decision, the Music Director shall consider any extenuating circumstances presented by the Musician or the Musician's representative(s).

2. Instrumentalists who are hired for National Philharmonic programs may only be terminated from such engagements for cause or for violation of Article VIII.E [Musicians' Obligations].

## **ARTICLE VIII. SCHEDULES AND CONTRACTS**

### **A. Preliminary Schedule**

No later than April 1<sup>st</sup>, National Philharmonic shall provide Musicians in the Core Orchestra with a tentative schedule for the following season. The schedule shall include the tentative dates and times for all rehearsals and concerts, the repertoire and the specific instrumentation of the repertoire for all services.

### **B. Scheduling Requirements**

1. The National Philharmonic shall not schedule more than two (2) services related to subscription events in one (1) calendar day.

2. The National Philharmonic shall schedule at least three (3) but not more than four (4) hours between the end of a Dress Rehearsal and the start of a concert.

**C. Personal Service Contracts**

1. No later than July 1<sup>st</sup>, National Philharmonic shall transmit Personal Service Contracts to Musicians in the Core Orchestra for the upcoming season. National Philharmonic shall transmit Personal Service Contracts to other Musicians promptly as hiring decisions are made.
2. Personal Service Contracts shall incorporate the terms of this agreement by reference. They shall also include the following:
  - a. The specific programs offered;
  - b. the final schedule, including dates, locations and specific call times for all rehearsals for which they will be paid; and
  - c. rates of pay, which shall not be less than those provided in this Agreement.

**D. Acceptance**

Musicians in the Core Orchestra shall sign and return their Personal Service Contracts by July 31<sup>st</sup>, indicating which programs they accept or decline. Other Musicians shall be given a reasonable deadline by which to return their Personal Service Contracts, indicating which programs they accept or decline.

**E. Musicians' Obligations**

Musicians shall be present for all rehearsals and concerts for the programs they have accepted, except in the case of excused absence, illness or emergency outside their control. A Musician may withdraw from a program he or she has accepted up to three (3) weeks before the first scheduled rehearsal without penalty (other than loss of such program for purposes of demonstrating compliance with the minimum participation percentage); however, the Musician shall make a good faith effort to notify the Music Director and Personnel Manager as soon as possible prior to the three (3) week period in the event the Musician agrees to accept an alternate engagement. During such three (3) week period, but no more than twice during a season, a Musician may seek permission from the Music Director to withdraw without penalty (other than loss of such program for purposes of demonstrating compliance with the minimum participation percentage).

**F. Changes to the Final Schedule**

National Philharmonic shall not change the final schedule that is issued with the Personal Service Contracts except if forced to do so by circumstances beyond its control. In that circumstance, National Philharmonic will notify the affected Musicians as soon as possible, and the Musicians shall be given an opportunity to withdraw from the program without penalty. Except as provided in Article XIV, if the National Philharmonic cancels a rehearsal or performance with less than thirty (30) days' notice, the National Philharmonic shall pay all Musicians the full contracted amount. If the National Philharmonic cancels a rehearsal or performance with thirty (30) or more days' notice, the Musicians need not be paid. However, Musicians need not be paid if the National Philharmonic cancels a service

or services due to an Act of God, riots, any act of any public authority or any other cause beyond its control (excluding financial exigencies)

#### **G. Leaves of Absence**

A Musician may request a leave of absence by submitting the request in writing to the Personnel Manager by August 15<sup>th</sup> for the following season. Leaves are subject to the approval of the Music Director, which shall not be unreasonably denied. Only one (1) leave of absence of up to one (1) year in duration shall be granted in any five (5) year period.

#### **ARTICLE IX. APPROVED SUBSTITUTE LIST**

1. The Music Director or his designee, in consultation with the appropriate Principal, shall formulate an Approved Substitute List by August 1<sup>st</sup> of each year. The Union and the Orchestra Committee shall have access to a copy of such List.
2. Additions and/or deletions to the Approved Substitute List shall be made as needed (but in all events in advance of any circumstances for which a Substitute Musician would be proposed) by the Music Director, or his designee, in consultation with the appropriate Principal.

#### **ARTICLE X. DISMISSAL OR DEMOTION FOR ARTISTIC REASONS**

1. A Musician cannot be demoted or terminated except for demonstrated and unremedied failure to meet the artistic standards of the National Philharmonic.
2. A Musician whose musical performance is considered by the Music Director to warrant dismissal or demotion shall be sent a written notice including a detailed explanation of deficiencies and suggested remedies, with copies to the Union and the Chair of the Orchestra Committee, not later than May 1<sup>st</sup> of the season in question. A Musician receiving such notice shall have the right to agree to the Music Director's proposed action or to remain in his or her position during the following season and make the requested adaptations. If the Musician elects to remain, he or she shall provide a written response to the Music Director within thirty (30) days of receipt of notice from the Music Director. In the absence of a written response, a Musician will be deemed to have resigned for his or her tenured position.
3. If the Musician remains in his or her position, but nonetheless during the next season the Music Director is still dissatisfied with the Musician's performance, the Music Director must notify the Musician in writing by registered mail postmarked no later than March 1<sup>st</sup>, with copies to the Union and the Chair of the Orchestra Committee. The written notice must state the alleged deficiencies and the Music Director's proposed action.
4. If the Musician accepts the Music Director's proposed action, the action shall be effective at the end of the season. If the Musician disputes the proposed action, the Musician shall have the right to appeal the action to the Appeals Committee as defined in Article II.B. The Musician must elect to accept or dispute the proposed action within thirty (30) days of receipt of the written notice from the Music

Director. A written notice of appeal shall be submitted by the affected Musician to the Music Director to commence the Appeals process. In the absence of a written response, the Musician will be deemed to have resigned from their position.

5. The Appeals Committee shall convene promptly to confer with the Music Director and the appealing Musician, and all parties may provide feedback. The appealing Musician may perform for the Appeals Committee at the Musician's option, and the Music Director may be present for such performance at the Music Director's option. Recordings of rehearsals or performances shall not be allowed as evidence. At the conclusion of its proceedings, the Appeals Committee shall confer and then vote by secret ballot. Any decision by the Appeals Committee to retain the Musician must be made by a vote of not less than five (5) of the seven (7) members of the Appeals Committee. The decision of the Appeals Committee shall be rendered within twenty (20) days of the conference involving the Appeals Committee, Music Director and appealing Musician, but not later than fifty (50) days after notice of appeal, and shall be final and shall be effective immediately.

#### **ARTICLE XI. DISPUTE RESOLUTION**

The parties shall attempt to resolve disputes during the terms of this Agreement. Any dispute which the parties are unable to resolve under traditional internal processes may be submitted at the request of either party to binding arbitration pursuant to the labor arbitration rules of the American Arbitration Association. Arbitrator's fees and expenses shall be borne equally by the parties.

#### **ARTICLE XII. NO STRIKE; NO LOCKOUT**

The Union shall not strike and management shall not lock out Musicians during the term of this Agreement.

#### **ARTICLE XIII. WORKING CONDITIONS**

1. The National Philharmonic shall make every effort to ensure safe and comfortable working conditions for Musicians and their instruments at its rehearsal and concert venues, including but not limited to appropriate lighting, temperature and humidity. The parties will engage in ongoing efforts to discuss and resolve any issues that arise.

2. The National Philharmonic shall coordinate with the Music Center at Strathmore to provide a sufficient number of lockers (without locks) for Musicians to store personal effects and reasonable musical equipment (other than oversized equipment for larger instruments) during rehearsals and concerts in the Music Hall at Strathmore. Musicians shall be allowed to bring their own locks for use on the lockers and shall remove such locks and personal effects from the lockers at the end of each rehearsal and/or concert. No personal effects shall be stored in the lockers at any other times. The National Philharmonic shall coordinate with the Music Center at Strathmore to implement personal security for Musicians such as video surveillance. The National Philharmonic shall direct on-stage performers not to encroach into the on-stage area in which Musicians perform.

## **ARTICLE XIV. OUTDOOR CONCERTS; RUNOUT CONCERTS**

### **A. Outdoor Concerts**

1. Musicians shall be paid one half (1/2) of the established concert rate per this Agreement for all outdoor concert performances that are cancelled prior to the start time. If Musicians begin a concert that is then cancelled due to adverse weather conditions, Musicians shall be paid the full concert rate.
2. In the event of rain on a scheduled outdoor concert date, an alternate site will be selected by the National Philharmonic, and Musicians may be asked to report to such concert site, regardless of weather conditions, and be prepared to play at the pre-determined alternate site during the same time frame.
3. When adverse weather conditions exist and there is no alternate site available, a decision by the Music Director, in consultation with the Chair of the Orchestra Committee, may be made to perform at the concert site if it is determined that no Musician or instrument will be exposed to adverse weather conditions.

### **B. Runout Concerts**

The following terms and conditions will apply to run out concerts:

1. Transportation to run out concerts will be provided by the National Philharmonic.
2. Musicians will be compensated for mileage at the applicable IRS rate. Lodging, if any, will be provided on a double occupancy basis, and as negotiated in advance.
3. In the event that a return from a run out engagement happens after 3:00 AM, Musicians will be paid \$7.00 per half hour, commencing at 3:00 AM and ending at the time of return.
4. Meals will be provided in accordance with current Local 161-710 wage book meal rates.

Notwithstanding any other provision of this Agreement, the Conductor reserves the right to hire a Substitute Musician for a run out concert and program-related subscription concert(s) when a Tenured Musician is unable to play the run out concert. However, it is understood that the inability of a Musician to play a run out concert or a related subscription concert will not affect the Musician's tenure.

## **ARTICLE XV. MEDIA**

### **A. No Recording or Use Without Agreement**

Except as otherwise explicitly provided in this Agreement, no service nor any part thereof shall be recorded, reproduced nor transmitted from the place of the service in any manner or by any means whatsoever, by the National Philharmonic, or by any other person(s), in the absence of a specific written agreement with the Union.

**B. Archival/Grant recordings; Non-Commercial Local Broadcasts**

The National Philharmonic may make audio or audio-visual recordings of concerts for archival/grant purposes, and may utilize the recording of each recorded concert for any non-commercial, local broadcast or electronic media platform to promote the Orchestra. A payment of \$5.00 per recording per Musician will be provided for each audio archive recording made. An additional payment of \$5.00 per recording per Musician will be provided for each audio-visual recording made.

**C. Listing of Musicians on Website**

The National Philharmonic will provide a link on the homepage of its website to a listing of the names of Musicians. The National Philharmonic shall either provide links to Core Musicians' websites or shall provide short biographies of Core Musicians (drafted by the Musicians) on its own website.

**D. News and Magazine Programming**

The National Philharmonic will be permitted to use archival recordings on any local news and/or magazine program, provided that no more than two (2) minutes of product is broadcast, without additional compensation to Musicians. Musicians shall be notified two (2) days in advance of such recording.

**E. Commercial Use of Recording**

The National Philharmonic shall compensate Musicians at the rate of the applicable AFM agreement (Limited Pressing, Low Budget or Sound Recording Labor Agreement) should it wish to create a recorded product for commercial use.

**F. Use Contrary to Agreed Purposes**

Should any recording created under the terms of this Agreement be used for any purpose not explicitly set forth herein, The National Philharmonic agrees to fulfill all conditions required by the appropriate agreement of the AFM, including but not limited to payment of the wages and fringe benefits outlined therein.

**G. Forbidden Use**

Under no circumstances will recordings of National Philharmonic concerts be used to evaluate any Musician's performance or to carry out punitive action against any Musician.

**H. Media**

1. Contingent upon ratification by the Musicians in accordance with Union rules, the National Philharmonic agrees to execute the Integrated Media Agreement ("IMA") with the American Federation of Musicians of the United States and Canada.
2. At any service involving a live recording, any Musician may bring artistic concerns to the attention of the Music Director or conductor, or such concerns may be raised by the Orchestra Committee by noon the following day.

IN WITNESS HEREOF, the parties have caused this Agreement to be duly executed.

**NATIONAL PHILHARMONIC**

**DC FEDERATION OF MUSICIANS,  
LOCAL 161-710**

\_\_\_\_\_  
James Kelly  
President

\_\_\_\_\_  
Edgardo Malaga, Jr.  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Addendum A**  
**Core Orchestra Musicians**  
**As of July 1<sup>st</sup>, 2020**

Flute: David Whiteside, Principal; Nicolette Oppelt

Oboe: Mark Hill, Principal; Kathy Ceasar-Spall

Clarinet: Cheryl Hill, Principal; Carolyn Alvarez Agria

Bassoon: Erich Heckscher, Principal; Rebecca Watson

Horn: Michael Hall, Principal; Mark Wakefield

Trumpet: Chris Gekker, Principal; *Vacant*

Trombone: David Scianella, Principal

Timpani: Tom Maloy, Principal

Violin 1: Laura Colgate, Concertmaster; Regino Madrid, Assistant Concertmaster,  
Lysiane Gravel-Lacombe, Leslie Silverfine, Olga Yanovich, Hanbing Jia,

Violin 2: Linda Leanza, Principal; Armine Graham, Kay Budner, Jennifer Shannon,  
Cathy Stewart, *Vacant*

Viola: Julius Wirth, Principal; Leonora Karasina, Mark Pfannschmidt, *Vacant*

Cello: Lori Barnett, Principal; Todd Thiel, Kerry Van Laanen

Bass: Robert Kurz, Principal

## **Addendum B Major Holidays**

New Year's Eve  
New Year's Day  
Passover (first two days)\*  
Easter Sunday\*  
Independence Day (July 4<sup>th</sup>)  
Rosh Hashanah\*  
Yom Kippur\*  
Thanksgiving Day  
Christmas Eve  
Christmas Day\*

Note: Holidays marked with an asterisk (\*) are considered "Major Religious Holidays."