

TO: ALL ICSOM ORCHESTRAS  
 FROM: DAVID ANGUS, PRESIDENT  
 RE: **KANSAS CITY SYMPHONY SETTLEMENT**  
 DATE: June 3, 1998

The members of the Kansas City Symphony ratified a new agreement on April 30, 1998. For the first time since the Kansas City Symphony was established in 1982, the American Federation of Musicians is recognized as the collective bargaining representative of the musicians. The contract is a perpetually extended "evergreen" agreement of nine years duration with economic terms established for the first three seasons. The economic terms for later seasons will be determined by peer group benchmarking with an innovative mechanism for contract renewal and extension.

**LENGTH OF SEASON:** Remains at 42 weeks.  
 Compensation for one additional week may be earned through the "Community Connections Initiative" program.

**WAGES:** All musicians will receive a 2 ½% raise at the beginning of the first three seasons and all musicians will move to full-time status by the end of year three. **Including \$31/wk EMG**, minimum annual compensation will be:

<b>1998-99 season:</b>		<b>1999-2000 season:</b>		<b>2000-01 season:</b>	
Category	Total	Category	Total	Category	Total
A	\$22,293.81 [was \$20,130.60]	A	\$26,266.80	A	\$30,427.11
B	\$27,265.77 [was \$25,958.52]	B	\$29,337.84	B	\$31,489.50
C	\$30,712.08 [was \$29,993.04]	C	\$31,447.92	C	\$32,203.92

**PENSION:** [NEW] Establish pension for first time with contributions to the AFM-EP Fund of **3.5%**, **4%**, and **4%** for first three years. In year three, a defined contribution pension plan will be established with an additional contribution of **1%**.

**VACATION:** Remains two weeks with [NEW] a guarantee of seven days adjacent the Christmas and New Year's Day and at least four days in March or April (five days after the 1998-99 season) . [NEW] A possible third week of rotated vacation earned through the "Community Connections Initiative" program.

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**HEALTH INSURANCE:** No change. Musician's have a choice of an HMO or PPO and pay no more than 25% of the premiums.

**DENTAL INSURANCE:** No change. Coverage for up to \$1,000 dental expense per year.

**DISABILITY INSURANCE:** No Change. Short-term coverage for two-thirds of weekly salary up to \$500 per week for 13 weeks and Long-term coverage, after three months of disability, for 50% of weekly salary for up to two years.

**LIFE INSURANCE:** No change. Life insurance provided equal to each musician's contracted annual income.

**SICK LEAVE:** 10 days of sick leave per season with [NEW] accumulation of sick leave up to 30 days (up from 22 days).

**AUDITIONS:** [NEW] Music Director may consider for employment only those final candidates who receive five out of seven votes from the audition committee. All applicants will remain anonymous through out the entire audition and all rounds will take place behind the screen.

**WORKING CONDITIONS:** [NEW] The dress code has been revised, with more choices for women musicians. [NEW] Except for two times per season, rehearsals on the day of a Back-to-Back Educational concert will be two hours in length.

**MISCELLANEOUS:** 1. [NEW] Title Pay Increase of 1% per season for all titled musicians in each of next three seasons: Principals: 16%, 17%, 18% [Up from 15%] for 16 Principals [up from 12 Principals]; Co-Principals & Associate Principals: 8.5%, 9.5%, 10.5% [Up from 7.5%]; Assistant Principals: 6%, 7%, 8% [Up from 5%]. 2. Doubling: [NEW] Agreement provides that

Piccolo, English Horn, Bass Clarinet and E-flat Clarinet will receive an additional 5% overscale (formerly individually negotiated). Musicians receive 15% per service for doubling not listed in individual contract with [NEW] an extensive list of doubling instruments. **3. [NEW]** Shared governance provisions: musicians to be elected to four standing Board committees and three voting positions on the Board of Trustees. **4. [NEW]** Split Orchestra is defined as a minimum of 20 musicians with conductor. The groups will be assigned on a rotational basis so each musician will (over a period of time) perform in each group. Symphony titled musicians will have priority when titled positions

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are assigned for split orchestras. **5. [NEW]** Electronic Media clause now meets AFM standards with the use of AFM written agreements and the discontinuation of service conversion. **6.** In addition to Personal Leave, Audition Leave [NEW] may be granted for two additional paid days with proof of attendance. **7. [NEW]** Establish an improved review process for probationary members and a Tenure Review Committee to assist in the decision to grant tenure to a probationary musician. **8.** The grievance procedure now includes [NEW] a standard arbitration clause. **9. [NEW]** An improved Force Majeure clause. **10. [NEW]** Economic terms will be negotiated in 2nd and 5th seasons for succeeding three-year periods by using a set of peer group benchmarks as follows: The base annual salary, title pay and pension contribution paid to the musicians will be increased to an amount not less than the average annual salary and title pay percentage of a peer group of orchestras. Best efforts will be made to provide annual salary and title pay in excess of the peer group average. It is the goal of the Kansas City Symphony to increase pension contributions substantially, establish a seniority pay plan, increase per diem expense pay, and to reduce employee contributions to health insurance to levels commensurate with those of the peer group. The peer group will consist of eight orchestras which participate in both the International Conference of Symphony and Opera Musicians (ICSOM) and the American Symphony Orchestra League (ASOL) selected at the time of each negotiation based upon their annual operating budgets for the then current season, with the Kansas City Symphony's budget as the median. The average annual base salary of the eight orchestras, the average title pay percentage, and the average annual pension contribution percentage of those eight orchestras will become the benchmarks for negotiations between the Symphony and its Musicians. Successful negotiation of economic terms for each successive three- year period will result in extensions of the Agreement. There are provisions for fact-finding, mediation, and arbitration and provisions that non-economic terms may be re-negotiated as needed.

Members of the negotiating team were Musicians' Committee members Dave Everson (chair), Shannon Finney, Tim Jepson, Jacky Michell and Brian Rood who were assisted by Richard Albrecht of AFM Local 34-627 and Susan Martin of Martin & Bonnett, P.L.L.C. The Musicians' Committee is deeply grateful to Susan Martin and also to Richard Albrecht and the Board of Local 34-627 for their assistance.

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This settlement bulletin was prepared by Kansas City Symphony Negotiating Committee member Jacky Michell

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