

July 20, 2003

St. Paul Chamber Ratifies 4-Year Agreement

On May 27, 2003, the musicians of the Saint Paul Chamber Orchestra ratified a four-year agreement that runs from July 1, 2003 through June 30, 2007. This is a controversial settlement among the musicians of the SPCO and, possibly, the orchestral community at large. The vote margin in favor of ratification was very narrow. The largest areas of concern were the facilitated process used for negotiating this agreement, salary cuts, and greater responsibility for artistic and personnel matters by musicians. The contract renewal process used Paul Boulian and Fred Zenone as facilitators, with no attorneys hired to represent either side. Board, management, officers of Local 30-73 and musicians all participated in the process.

The salary cuts were mandated by the same economic forces the entire industry is facing: reduced contributions by corporations and foundations, reduced state government funding, and a reduction in the size of the SPCO's endowment. Increasing musician responsibility is driven by the belief that more ownership in the SPCO will allow musicians to achieve greater job satisfaction, put their diverse skills to greater use, and improve the artistic quality and success of the organization. It is acknowledged by all parties that this latter idea is somewhat of an experiment, but one that the strategic plan of the SPCO embraces. It will take much work, experience, and perhaps the occasional tweak, to make this a successful venture, but one which they are committed to trying.

LENGTH OF SEASON: [was 38 weeks]

Becomes 52 weeks consisting of performance and vacation weeks as follows:

WAGES:	2002-03	2003-04	2004-05	2005-06	2006-07
Annual Salary* –	[\$66,940]	\$56,560	\$58,050	\$60,950	\$63,950
Weekly Salary* –	[\$1,730]	32 @ \$1,428.76	32 @ \$1,452	33 @ \$1,486.55	34 @ \$1,522.75
Supplemental Vacation Weeks -		20 @ \$467	20 @ \$479.31	19 @ \$494.43	18 @ \$509.83
*EMG included above:	[\$1,200]	\$1,500	\$2,000	\$2,500	\$3,000
VACATION:	[4 wks.]	2 wks.	2 wks.	3 wks.	3 wks.

PENSION: [Was 7% AFM-EPF plus 3% private pension on scale and overscale wages]
Becomes 10% AFM-EPF on base annual salary and overscale wages.

INSURANCE:

Health – [Was – 100% coverage by management; \$10 co-pay] Now musicians will pay 10% of the individual premium and 20% of the family premium; \$20 co-pay.

Dental – [Was – 100% coverage by management] Now musicians will pay 10% of the individual premium and 20% of the family premium.

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TRAVEL: Specific provision added to allow one day air runouts to Chicago 4 times per season.

PER DIEM:	2002-03	2003-04	2004-05	2005-06	2006-07
Breakfast -	[\$7]	\$7	\$8	\$8	\$8.50
Lunch -	[\$18]	\$19	\$19	\$20	\$20.50
Dinner -	[\$24]	\$25	\$26	\$27	\$28

AUDITIONS: All musicians in the orchestra will now vote on candidates in the audition process. Auditions shall consist of four phases: preliminary, semi-final, final audition rounds and a trial period in the orchestra. Candidates from final round must receive 80% approval from those voting to be offered a trial period in the orchestra and the winning candidate must be affirmed by an 80% vote. Music Director and management personnel may participate in auditions in an advisory capacity, but orchestra musicians have final approval when choosing the winning candidate.

WORKING CONDITIONS:

- Four evening open rehearsals are permitted each concert season [was two per season.]
- NEW: There a maximum of 10 informational (non-playing) services scheduled each concert season. These do not count as part of the weekly or yearly service count.

MISCELLANEOUS:

- **Two new full time positions** -Second trumpet and second flute [previously part-time] become full-time positions.
- **Chamber Music**- new language designed to create more chamber music performance opportunities in concert settings and to provide appropriate support and compensation in order to develop chamber music as an integral and vital part of the core artistic activities of the SPCO.
- **Additional Variable Compensation**-For each contract year, there is language to provide variable additional compensation based on year-end financial results. Should actual operating revenues be greater than actual operating expenses, musicians shall receive additional compensation.
- **Artistic Vision Committee**, consisting of three musicians and two members of management, will set the overall artistic direction and strategies of the organization. One musician member of the AVC shall be a voting member of the Board Executive Committee. It is the intention of the parties that the AVC make its decisions by consensus. In the absence of consensus, the AVC may make decisions by vote of a super majority of four. Some of its responsibilities shall include: programming the concert season, selecting conductors, collaborators, principal partners, and guest soloists, determining media activities and tours, commissioning new works, programming educational activities, soliciting and organizing feedback on rehearsals, concerts, and conductors, and overseeing solo, ensemble, and chamber music programming and assignments. The AVC will work closely with the APC, Music Director, Principal

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Partners and/or staff, but is ultimately responsible and accountable for making artistic policy decisions. Musicians serving on the AVC receive eight service credits each season.

- **Artistic Personnel Committee**, consisting of three musicians and two members of management, will be responsible for all personnel aspects of the artistic activities of the SPCO. One musician member of the APC shall be a voting member of the Board Executive Committee. It is the intention of the parties that the APC make its decisions by consensus. In the absence of consensus, the APC may make decisions by vote of a super majority of four. The role of this committee is to administer the various personnel provisions contained in this agreement and to take responsibility for the following personnel areas: auditions, tenure, individual feedback, intervention, dismissal, changes in seating/title, professional growth opportunities, and leaves of absence. Musicians serving on the APC receive eight service credits each season.
- **Individual Feedback Process** -The Artistic Personnel Committee shall work in conjunction with the Orchestra during the first year of this agreement to identify and introduce an appropriate Individual Feedback Process. Participation by all members of the Orchestra will be required upon its introduction. The Individual Feedback process shall be practiced in a non-threatening manner and its purpose is to provide Musicians with methods to enhance the musical standards of the Orchestra.
- **Professional Growth**-The Artistic Personnel Committee shall develop a professional growth process, participation in which shall be voluntary for the term of this agreement.
- **Intervention**-An intervention process may be initiated when a Musician has consistently demonstrated an inability to perform at acceptable artistic standards and has been unable or unwilling to respond in the Individual Feedback process. The intervention process is intended to provide the opportunity for the individual to address and resolve the reasons for the initiation of the process. Intervention shall not be permitted in the first year of this agreement but may be initiated in any subsequent year. The Society may not initiate this process without a recommendation to do so by the Artistic Personnel Committee. The Society shall provide the affected Musician with notice of the initiation of an intervention process between November 1 and December 15. The Musician will have one calendar year from the date of notice to address and resolve the reasons that caused the initiation of the intervention process. The APC shall monitor the progress of the individual Musician and consult with the Musician, members of the Orchestra, and conductors on an ongoing basis during the intervention process. At the conclusion of the intervention term, the APC shall recommend to the Society one of the four following actions:
 - a. end the intervention process and take no further action
 - b. extend the intervention process
 - c. change the seating of title of the Musician
 - d. initiate the dismissal process

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- **Severance pay-** (New) Severance pay shall be an amount equal to one week of the individual's final year's weekly rate for every year of service, capped at \$50,000.
- **Task Forces-**Three Task Forces shall be formed to study and make recommendations regarding Education, Media, and Fashion.
- **Yeshiva Clause-**Due to the "managerial" or "supervisory" nature of some of the responsibilities of the AVC, APC, and the Intervention process, there is new language that strives to make clear that it is not the intention of any of the parties to create a situation which would place the musicians of the SPCO in danger of losing their status as "employees" within the meaning of the National Labor Relations Act. The Society specifically waives any right to claim any Musician is not an employee covered by the NLRA.

Thanks to the negotiating team: Herb Winslow, Chair; Kyu-Young Kim, Tom Kornacher, Sarah Lewis and Chuck Ullery. Thanks also to Local #30-73 President Brad Eggen and Secretary-Treasurer Tom Baskerville.

This bulletin was prepared by ICSOM Secretary, Laura Ross with the assistance of the St. Paul Chamber Orchestra ICSOM Delegate, Leslie Shank.

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