

**Letter of Agreement, between  
Sacramento Region Performing Arts Alliance (Alliance), and  
American Federation of Musicians, Local 12 (Local 12)  
September 2020**

**Health and Safety/Absence Policy for 2020-21 Season**

No later than September 30, 2020, the Alliance shall develop an initial set of workplace procedures and practices for a return to any rehearsal and performance activity that requires musicians to be in the same space. The Alliance acknowledges responsibility for providing a safe workplace, and that health and safety are mandatory subjects for bargaining. Consistent with these conditions, the Alliance agrees to the following:

- Any return to work must comply with the directives of the relevant civil authorities
- Any return to work must be based on the best available science
- Staff Musicians will have the opportunity to ratify any working conditions bargained between the Alliance and Local 12 no later than thirty (30) days prior to scheduled services that require in-person activity
- Individual musicians cannot be asked to waive their right to file a Workers Compensation claim related to COVID-19
- No staff musician shall be required to perform any service for which they feel their health and safety, or the health and safety of anyone in their household, may be at risk due to COVID-19
- Staff musicians shall be allowed to choose to remain safely at home without penalty of any kind, including but not limited to loss of tenure (Article 28) or leave/excused absences (Articles 11 and 12)
- Staff musicians will make best efforts to give notice to the Alliance per 11.B of the CBA for excused absences due to health and/or safety concerns
- Staff musicians requesting excused absence from offered services/sets will not be compensated, per 11.A and B of the CBA
- For the 2020-21 and 2021-22 seasons, Article 11.B.3 of the CBA (50% of sets offered requirement) shall be suspended

**Employment Guarantee for the 2020-21 Season**

For the 2020-21 season only, the Alliance will make best efforts to offer employment that fulfills the guarantee (converted from sets to services) in Article 15.F of the CBA (as amended in the March 2020 Letter of Agreement) to the extent allowed by State and Local Government health directives, availability of the SAFE Credit Union PAC or other appropriate venues, and economic conditions resulting from Government directives for Audience and Stage capacity.

For the 2020-21 season only, Local 12 agrees to suspend enforcement of Article 15.F of the CBA (as amended in the March 2020 Letter of Agreement), provided that the Alliance fulfills the best efforts

referenced above, with one exception: the postponement of the wage increase to March 1, 2021, in the March 2020 Letter of Agreement, will remain in place.

Regardless of these conditions, all staff musicians will be offered employment as follows:

- A minimum of 18 services for every Staff Musician if their PSA average over the past three seasons was 18 services or more; or
- A minimum of 18 services for every Staff Musician if their PSA average over the past three seasons was fewer than 18, but the actual average number of services performed per season for the past three seasons was 18 services or more; or
- The average number of services offered in their past three PSA's, or the average number of services actually performed over the past three seasons, whichever is more, but not fewer than 5 services or greater than 18 services; or
- For staff musicians who were hired after January 1, 2018, the number of services they would have been offered in their pre-Covid PSA, but not more than 18 services
- Any services necessary to meet the PSA guarantee that have not been offered to staff musicians by June 30, 2021 will be paid by that date at the rate of pay effective March 1, 2021

The Alliance shall be responsible for ensuring that each Staff Musician fulfills their service obligations with projects best suited to their individual skill sets, and in consultation with the Orchestra and Artistic Committees as outlined below, shall hire specific Staff Musicians for specific projects, while guaranteeing that each Staff Musician will be offered the minimum services referenced above. This guarantee includes any live or media-based activities consistent with the COVID IMA Side Letter, as negotiated between the EMA and the AFM Director of Symphonic Media, referenced below under Hiring Process.

For digital projects, the Orchestra Committee shall be consulted on the scope and nature of each project (artistically, financially and for project approval), as stipulated per Article X.E and F of the IMA.

For non-digital projects, the Artistic Committee shall be consulted on matters involving the suitability of individual musicians, and creating lists of eligible musicians for different project categories to guide Alliance hiring.

Any service worked throughout the year will count towards the guarantee, except for the two services originally scheduled for Link Up in April 2020, which are included in the March 2020 Letter of Agreement and not counted towards the minimum guarantee for the 2020-21 season specified in this Letter of Agreement. A log of all work offers (accepted or refused), and an updated database of survey information of musician availability, shall be maintained by the Alliance, and available to the Orchestra Committee and Local 12 on request.

### **Postponement and Cancellation Notices**

Notification of the cancellation of any set due to State and Local Government directives or restrictions shall be given by the Alliance to Local 12 and all musicians at least thirty (30) days in advance of the first

rehearsal, or with the most notice possible if such directives are changed within 30 days of the first rehearsal. Any services that cannot take place as a result of modified State or Local Government regulations may be postponed to a date not later than June 30, 2021, with written notification of the postponement and proposed date of reschedule to all musicians and Local 12 from the Alliance. Postponed services shall be paid at the time they are performed or no later than June 30, 2021 if they are not performed. Cancelled services that are not postponed in writing shall be paid at the time of cancellation.

In the event of a postponement within 30 days of the first service, staff musicians hired for the original dates who are not available for postponed service dates shall not have any of these services count towards their guarantee.

No later than February 1, 2021, the Alliance, Orchestra Committee and Local 12 will review the status of the Alliance's fulfillment of the musician employment guarantee outlined in this agreement. If State and Local Government directives prevent adequate opportunities for the Alliance to meet the guarantees in this agreement, Local 12 agrees to enter into negotiations regarding the extension of the PSA expiration date from June 30, 2021 to August 31, 2021. These negotiations will include polling the orchestra to determine how many Staff Musicians have outside employment over the summer that would conflict with potential Alliance employment. The Alliance agrees to make best efforts to use the guaranteed services for each staff musician before June 30, 2021, using live and digital projects.

Captured video from services performed under the terms of the IMA COVID side letter may not be used in any Article 29 proceedings (reseating and dismissal of tenured musicians).

The Alliance will provide monthly budget updates to Local 12 and the Orchestra Committee.

All waivers to the Collective Bargaining Agreement contained in this Letter of Agreement shall expire on June 30, 2021.

### **Hiring Process (2020-21 season only)**

#### **Personal Service Agreement Concerts**

- Postmarked prior to September 30, 2020
- Postponement and Cancellation language applies
- All staff musicians will receive the same PSA with specific concert dates for in-person concert activity from January 2021 through June 30, 2021
  - PSA will include a 5-day window when services could take place
- The specific dates listed in a PSA do not constitute an offer of employment. All staff musicians will be notified of employment (or release of dates) based on repertoire, instrumentation and personnel needs no later than six (6) weeks prior to the first day listed in each 5-day window for PSA Concerts
- In consultation with the Orchestra Committee and Local 12, quarterly Musician Survey data will be used in determining hiring for PSA sets
  - Any staff musician ultimately included in the instrumentation for each concert listed on the PSA will be considered to have been offered the number of services that take place

for that concert set, for the purpose of meeting the 18-service guarantee, regardless of if they accept the work offer or play the concert set

- If a staff musician is not included in a concert set that has been listed on their PSA, or does not have the opportunity to play a concert set due to reduced personnel requirements, those services will not count toward the 18-service guarantee
- Per Article 9 in the CBA, the Alliance may modify the dates listed on the PSA up to thirty (30) days prior to the first day listed in the date range for the specific concert set
- All remaining hiring processes for concerts listed on the PSA will follow requirements outlined in the CBA
- All digital media projects require comprehensive consultation (artistically, financially and for project approval) with the Orchestra Committee as stipulated per Article X.E and F of the IMA

### **Short Notice Concert Opportunities**

- Employment opportunities that are not included on the PSA postmarked prior to September 30, 2020
- Specific to **in-person concert activity** that might be possible prior to the dates listed on the PSA
- The Alliance will notify the Orchestra Committee and Local 12 of the concert that it is planning to present
- Any employment offers must be made no later than four (4) weeks in advance of the date of the first service
  - For programs featuring large ensemble repertoire, the Alliance will utilize hiring practices that follow requirements outlined in the CBA
  - For programs featuring chamber repertoire, the Alliance will hire staff musician(s) best suited to meet the needs of the non-PSA concert, based on the list of eligible musicians created in consultation with the Artistic Committee, and make offers of employment accordingly
    - If a selected staff musician does not accept the employment offer, the Alliance will continue to make employment offers to other staff musicians from the list until the personnel needs of the concert are met
- If a staff musician accepts the employment offer, the number of services offered will be considered part of the 18-service guarantee
- If a staff musician declines the employment offer, the number of services offered will not be considered part of the 18-service guarantee

### **Ad Hoc Performance Opportunities**

- Employment opportunities that are not included on the PSA postmarked prior to September 30, 2020
- Can include, but is not limited to, pop up performances, education/community engagement appearances, or digital media projects (digital media projects done under the IMA COVID side letter will be created per Article X of the IMA)
- The Alliance will notify the Orchestra Committee and Local 12 of the Ad Hoc Performance Opportunity that it is planning to present
- The Alliance will hire staff musician(s) best suited to meet the needs of any live Ad Hoc Performance Opportunities that arise, based on the list of eligible musicians created in consultation with the Artistic Committee, and will make employment offers with as much notice as possible

- All digital media Ad Hoc Performance Opportunities require comprehensive consultation (artistically, financially and for project approval) with the Orchestra Committee as stipulated per Article X.E and F of the IMA
- If a staff musician accepts the employment offer, the number of services offered will be considered part of the 18-service guarantee
- If a staff musician declines the employment offer, the number of services offered will not be considered part of the 18-service guarantee

### **General Hiring Practices**

- Substitute musicians on the cancelled 2020 Link Up concert roster will be first call subs for any employment opportunities during the 2020/21 season until they have worked the two services lost. The two services owed these substitute musicians will be paid no later than June 30, 2021.
- To prioritize SP&O staff musicians, any vacancy in a specific ensemble will be offered to staff musicians not scheduled to play in that same ensemble (assuming projects are taking place with multiple ensembles playing at different times)
- To achieve parity in hiring, any SP&O staff musician who declines one concert set will be a first call replacement for any declined employment offers on future concert sets (assuming projects are taking place with multiple ensembles playing at different times)
  - Staff musicians who have worked the fewest services in the 2020/21 season will receive the highest priority when filling any vacant positions, using the same methodology outlined in the CBA under “Extended Services”

### **Personal Service Agreements**

The Alliance will issue Personal Service Agreements (PSA’s) to staff musicians no later than September 30, 2020, containing the following information:

Performance weeks for the 2020/21 season:

January 20-24, 2021

February 24-28, 2021

March 24-28, 2021

April 21-25, 2021

May 19-23, 2021

June 23-27, 2021

The Alliance will administer best efforts to support both the Opera (Addendum B) and Philharmonic (Addendum A) rosters, which have remained equal parties since the two orchestras were included under a single CBA in 2005.

Performance dates, programs, conductors, guest artists, staffing, and rehearsal/performance services to be determined and announced at least six (6) weeks prior to the first service of each set, based on Coronavirus conditions and State and Local Government directives relating to this, allowing for flexibility in number of rehearsals and performances.

### **Extension of the Current CBA**

Local 12 and the Alliance agree that the current CBA, and the March 2020 Letter of Agreement modifying it, both scheduled to expire June 30, 2021, be extended by one season, with an expiration of

June 30, 2022. All language and conditions of the CBA and LOA's modifying it remain in force, except for the following:

Article 15.A Compensation

	<u>7/1-12/31/2021</u>	<u>1/1-6/30/2022</u>
Section	\$143.36 (0% increase)	\$148.00 (3.24% increase)
OT (1/2 hr)	\$43	\$44.40
3 hr. service	\$155.91	\$160.96
2 hr. service	\$132.30	\$136.60
Ed. Service	\$130.91	\$135.15
Promo	\$93.49	\$96.50

Principal minimum overscale remains 25% above section; Assistant Principal overscale remains at 10% above section, on all rates above.

Addendum A Philharmonic Roster

The 4<sup>th</sup> chair horn position shall remain vacant for the remainder of the 2018-21 CBA, as extended in this agreement to June 30, 2022.

The currently vacant Principal Piano position and one Staff Second Violin position will also remain vacant through the remainder of the 2018-21 CBA, as extended in this agreement to June 30, 2022.

Addendum B Opera Call/Seating Order

Change second line of the Viola Section Roster to read as follows:

Melinda Rayne, Assistant Principal

Change second line of the Bass Section Roster to read as follows:

Steven Comber, Assistant Principal

All other language and conditions from the 2018-21 CBA and March 2020 Letter of Agreement remain in place until June 30, 2022.

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Alice Sauro  
Executive Director, SRPAA

Date

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Thomas Derthick  
President, AFM Local 12

Date