



QUAD CITY SYMPHONY ORCHESTRA
MARK RUSSELL SMITH, MUSIC DIRECTOR AND CONDUCTOR

MASTER AGREEMENT

Between

Quad City Symphony Orchestra Association

And

American Federation of Musicians, Local No. 137

2025-2029

QUAD CITY SYMPHONY ORCHESTRA MASTER AGREEMENT

July 1, 2025 – June 30, 2029
2025-2026, 2026-2027, 2027-2028, and 2028-2029

This Agreement, entered into this first day of July 2025 by and between the Quad City Symphony Orchestra Association of Davenport, Iowa, a not-for-profit corporation, hereinafter designated as the "Association" and Local No. 137 of the American Federation of Musicians, hereinafter designated as the "Union" shall be effective July 1, 2025, through June 30, 2029.

1. Bargaining Agent

The Union shall be the sole and exclusive bargaining agent for all Musicians of the Quad City Symphony Orchestra (hereafter named "Orchestra") for the purposes of establishing and maintaining wages and terms of employment.

- A. The Association recognizes a committee of Musicians (hereafter the "Musicians' Committee") to assist the Union in the negotiation, enforcement, and administration of this Agreement. The Association also recognizes a Union Steward (should one be named by the Union) to assist the Union in the negotiation, enforcement, and administration of this agreement.
- B. Pursuant to a voluntary Dues Check-Off Authorization Form, the Association agrees to deduct work dues from the wages of each musician in such amounts as are uniformly required by Local 137 and/or the AFM of its members. The Dues Check-Off Authorization Form shall be irrevocable for a period of one (1) year or until the expiration of the then current Agreement, whichever occurs sooner, and shall, however, renew itself from year to year unless the musician gives written notice addressed to the Association, with a copy to Local 137, within the fifteen (15) day period prior to the termination date of this Agreement. The Association shall remit to the Union all monies deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made, no later than seven (7) business days following the issuance of each payroll.

2. Management Rights and Non-Discrimination

- A. Subject to the provisions of this Agreement, the right to establish and enforce reasonable rules and regulations is vested in the Association.
- B. Subject to considerations of due process and progressive discipline and except where specified otherwise in this Agreement, the Music Director of the Association shall have supervision and final approval over the services of the Musicians of the Orchestra.
- C. There shall be no discrimination on the part of the Association or the Union against any musician on the basis of age, color, creed, physical or mental disability (including HIV-positive status), gender identity (including transgender or transsexual status), marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or any other characteristics protected under applicable federal, state or local law. No musician's position in the Orchestra will be jeopardized by such member's lawful activities as a member of the American Federation of Musicians or Musicians' Committee. Compensation rates and working conditions as described herein will apply equally to all musicians without regard to AFM membership.

3. Compensation, Seniority Bonus, and Expense Reimbursements

- A. The minimum per service compensation rates for Section Musicians are as follows: \$100 for the 2025-26 Season, \$105 for the 2026-27 Season, \$109 for the 2027-28 Season, and \$112 for the 2028-29 Season. Associate Principal Musicians shall receive an additional twenty-five percent (25%) over Section rates. Principal Musicians shall receive an additional forty percent (40%) over Section rates. Concertmaster shall receive an additional one hundred percent (100%) over Section rates. The per service rates as set forth are minimum rates under this agreement and are not to be construed as preventing the employer from paying or for the employee accepting additional pay. Musicians shall be paid within seven (7) business days following the final performance of a concert set.
- B. All contract Musicians shall receive an individual contract for the following Season no later than May 1 of each year, which shall include their position and services offered. Contract Musicians shall have until June 1 to return the individual contracts. Should any contract Musician fail to return their individual contract by June 1, and after due diligence by the Symphony to be sure the Musician does not want to return, the parties may declare the position to be open.
- C. Overtime will be paid at the rate of one and one half (1.5) times their regular rate per thirty (30) minutes or fraction thereof. Overtime is calculated by multiplying each Musician's rate by 1.5, then dividing that product by 2.5 (service length) to get the hourly rate, then dividing that hourly rate by 2 to arrive at the overtime rate per thirty (30) minute increment. Please see Section 4.A. for definition of service lengths.
- D. Inside First Stand musicians of the Violin II, Viola, Cello and Bass sections and Piccolo, English Horn, Utility Clarinet (E flat and Bass), Bass Trombone, and Contrabassoon will be paid at *Associate Principal* rate with the following exception:
- i. For all services when these musicians perform in first-chair positions, they shall be paid at Principal rates as defined above.
- E. Musicians occupying the following chairs for any Service or part of a Service will receive compensation at the *Principal* rate: Associate Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Principal Bass, Principal Flute, Principal Oboe, Principal Clarinet, Principal Bassoon, Principal Trumpet, Principal French Horn, Principal Trombone, Principal Tuba, Principal Percussion, Principal Timpani, Principal Harp, and Principal Keyboard. This includes sections of the Orchestra which might not be usually contracted but are called for by the score.
- F. **Doubling.** Musicians playing more than one (1) instrument during a given Concert Set shall be paid for doubling at 20% extra over base Section scale for the first doubled instrument and 10% over base Section scale for each additional instrument. Instruments Considered Doubles:
- i. Flute - Alto Flute - Bass Flute - Piccolo
 - ii. Oboe - English Horn - Oboe d'amore
 - iii. Clarinet - Bass or Alto Clarinet (Basset Horn)
 - iv. Clarinet - Eb Soprano Clarinet
 - v. Bassoon - Contrabassoon
 - vi. Soprano - Alto - Tenor - Baritone Saxophone
 - vii. Trumpet - Flugelhorn or Piccolo Trumpet
 - viii. French Horn - Wagner Tuba

- ix. Trombone – Alto Trombone, Euphonium, or Bass Trumpet
- x. Bass Trombone – Contra Bass Trombone
- xi. Timpani - Any Other Percussion
- xii. Percussion - Drum Set - Ethnic Hand Drums - Multiple Percussion - Timpani

G. **Seniority Bonus.** Such bonuses are paid on a per service basis and are calculated on total years of service. For example, a musician who has completed 5-9 years in the Orchestra who is contracted to six services for a concert set will be paid a total of \$31.50 in Seniority Bonus (\$5.25 multiplied by 6 services). Seniority bonuses apply to all concert sets. The following rates shall apply:

Years of Service	Seniority Bonus 2025-26, 2026-27, and 2027-28 Seasons (per service)	Seniority Bonus 2028-29 Season (per service)
5-9 Years	\$5.25	\$6.00
10-14 Years	\$7.00	\$8.00
15-19 Years	\$8.75	\$10.00
20-29 Years	\$10.25	\$12.00
30+ Years	\$12.00	\$14.00

H. Expense reimbursements for those who reside outside the Quad City metropolitan area (as defined in Sections 3.G.ii., 3.G.iii., and 3.G.iv.) who qualify to receive such reimbursements for expenses will be reimbursed up to the following rates:

Reimbursement Rates	2025-2026	2026-2027	2027-2028	2028-2029
Meal Per diem (see ii.)	\$15.00	\$16.00	\$16.00	\$18.00
Hotel Reimbursement (per night, see iii.)	\$60.00	\$61.00	\$61.00	\$63.00
Travel Reimbursement if driving alone (per mile, see iv.)	\$0.42	\$0.43	\$0.43	\$0.45
Travel if transporting one or more additional musicians (per mile, see iv.)	\$0.54	\$0.55	\$0.55	\$0.57

- i. Payment for reimbursements will be made only upon submission of completed expense vouchers by musicians and according to the schedule established by the Association.
- ii. Meal Per Diem. Musicians living more than 50 miles outside of the Quad City area based on a Google Maps home address to venue calculation will be entitled to a meal per diem on the day of a service if no meal is provided. Musicians

living within 50 miles will be entitled to a meal per diem if there are two orchestra services in that day with less than two hours between them and no meal is provided.

iii. Hotel Reimbursement. Musicians living more than 50 miles outside of the Quad City area based on a Google Maps home address to venue calculation are entitled to receive reimbursement for hotel expenses related to housing on days when any service ends after 6:00 p.m. Eligible Musicians may choose between the following hotel reimbursement options:

- Option 1: Association booked double occupancy rooms at the DoubleTree by Hilton Davenport. Musicians may select a roommate or request to be paired by the Association and incur no expense. Musicians may request single occupancy in which case half the nightly rate will be deducted from the Musician's paycheck. This rate is set by the DoubleTree by Hilton Davenport and may fluctuate. It will be communicated annually when service agreements are distributed to rostered musicians.
- Option 2a: Musician may elect to opt out of Option 1 to individually secure alternative lodging at the nightly rate outlined in the table above.
- Option 2b: Musician may elect to opt out of Option 1 to individually secure a homestay at a rate of \$10 per night.

Qualified Musicians will choose to select Option 1 or opt out of Option 1 for Option 2a or 2b on their annual service agreements. Changes may be requested during the season provided that they are communicated in writing to the Personnel Manager a minimum of thirty (30) days prior to the first day of the concert cycle in question. Any requested changes within thirty (30) days are subject to approval by the Association and will be evaluated on a case-by-case basis.

iv. Travel Reimbursement.

- Musicians living more than 25 miles and less than or equal to 100 miles outside of the Quad City area based on a Google Maps home address to venue calculation are entitled to mileage reimbursement of up to 100 miles per service day for a maximum of 800 miles total per concert set as described in the above chart.
- Musicians living more than 100 miles outside of the Quad City area based on a Google Maps home address to venue calculation are entitled to mileage reimbursement of up to 400 miles each way for a maximum of 800 miles roundtrip per concert set as described in the above chart.
 - Musicians who qualify for this category may request an additional mileage reimbursement for 100 miles in lieu of receiving a hotel reimbursement for the first night for any concert cycle lasting longer than two (2) days.
- Total travel reimbursement for performance sets may not exceed \$425 for all concert sets.
- Association reserves the right to offer alternative means of transportation to musicians in lieu of mileage reimbursement.

I. In the event any musician is overpaid his or her compensation for any reason, the

Association will notify the Union and will adjust the musician's following paycheck in the amount of the overpayment.

J. Complimentary Tickets

- i. Each musician performing on a particular concert set is entitled to one (1) complimentary ticket to one (1) performance of the concert set.
- ii. For Masterworks concerts such complimentary tickets are available at any time as long as single tickets are on sale to the general public.
- iii. For Non-Masterworks concerts such complimentary tickets may be subject to availability and made available thirty (30) days prior to the first concert date.
- iv. All complimentary tickets must be ordered online, prior to the day of the performance on the QCSO website. The Association will provide a discount code for the musician to apply at checkout.

4. Services and Working Conditions

- A. All services may not exceed two and a half hours in length. Rehearsals for concerts with only one scheduled rehearsal may be up to three hours at the regular service rate. There shall be a minimum of one (1) hour between any two rehearsals on the same day and a minimum of three (3) hours between any rehearsal and concert on the same day. Non-performance days for concert sets with more than two (2) rehearsals will not exceed a maximum of four-and-a-half (4.5) hours of total time, inclusive of breaks. Non-performance days for concert sets with two (2) rehearsals will not exceed a maximum of five (5) hours of total time, inclusive of breaks. Any Service beyond these lengths would qualify as overtime and compensated as per Article 3.B.
- B. A ten (10) minute break will be given for a two (2) hour rehearsal. An additional five (5) minutes of break will be given for each additional ½ hour of rehearsal time; thus, for a two and a half (2 ½) hour rehearsal – a fifteen (15) minute break will be given, and for a three (3) hour rehearsal, a twenty (20) minute break will be given. A rehearsal's break must occur no later than ninety (90) minutes into the rehearsal, unless agreed to by the Musicians' Committee upon request by the conductor. For a two (2) hour rehearsal, the rehearsal's break must occur no later than sixty (60) minutes into the rehearsal, unless otherwise agreed to by the Musicians' Committee upon request by the conductor.
- C. Rehearsal and break start and stop will be monitored by the Personnel Manager or their designated representative. In the case of unplanned overtime, Musicians will vote on whether or not to agree to continue. A Musicians' Committee representative will communicate if the vote has passed or not to the Conductor and Personnel Manager.
- D. Union may provide and maintain a rehearsal clock and place it during rehearsals in a position agreed on by Musicians and Orchestra management.
- E. Services on consecutive days shall be scheduled with a minimum of twelve (12) hours between the end of the final service on the first day and the start of the first service on the second day.
- F. The Association will provide a suitable working environment in which to perform services and necessary precautions to ensure the safety of Musicians and their instruments. The Association will ensure that the indoor temperature of all indoor service venues will be between 65 degrees and 80 degrees (F) and all outdoor service venues will be between 65 degrees and 90 degrees (F). In the event a service exceeds 90 degrees (F)

or falls below 65 degrees (F), Musicians will receive double scale for their participation in that service provided the temperature is no more than ten (10) degrees outside the limits specified above. Should any service exceed more than ten (10) degrees outside the above limits, the service will not continue until such conditions are met. Musicians shall not be expected to rehearse or perform in inclement weather (rain, hail, snow, lightning, flooding or similar weather event), or in any condition where their personal safety or safety of their instrument is in imminent jeopardy.

- G. All music with any planned cuts or edits for a particular Performance Set will be made available to the Musicians no later than thirty (30) days prior to the first rehearsal of said Performance Set. Such delivery is conditional on timely receipt of bowings to the Librarian from the String Principals and Music Director. String parts will be marked with correct bowing prior to distribution. If unforeseen circumstances prevent distribution of all or some of the music thirty (30) days prior to the first rehearsal, musicians will receive notification of the delay from the Association and will include the expected date for delivery of the music. Parts will be emailed, or mailed upon the musician's request, for each concert unless they are available to each Musician at an earlier concert.
- H. The Association will provide a Final Schedule of all services including repertoire and instrumentation for the coming Season no later than May 1 of each year. The Association will provide a complete schedule of Services for each Performance Set, roster, and rehearsal orders to Musicians no later than thirty (30) days prior to the first rehearsal of said Performance Set as communicated exclusively by the Musicians' Memo disseminated via email by the Personnel Manager.
- I. The Association will provide adequate light for reading music at all services and adequate lighting in backstage areas, stand lights whenever the stage is not fully lit for any part of a service, adequate seating, safe risers, and adequate protective molding, and adequate hearing protection, sound shields, or seating accommodations for all Musicians.
- J. The Association will provide security backstage at all venues for all performances.

5. Absences and Punctuality

A. Requests:

Musicians shall submit an emailed request to the Association of any conflicts that will result in missed service(s) no fewer than 30 days prior to the first rehearsal of the concert set in which the absence occurs.

B. Response by Management:

Management has up to four (4) business days to respond, in writing, to the absence request. For example, if a musician requests an absence on January 1, Management has until the end of business on January 5 to respond. If Management fails to respond in the allotted time, the Musician may proceed as though the request has been approved.

C. Any Musician with an absence on the Saturday afternoon dress rehearsal may be removed from performing in any subsequent rehearsals and performances for that Performance Set. Musicians who are removed from remaining rehearsals and/or concerts under this section will not be entitled to compensation for services not performed.

D. The QCSOA will inform any musician not required for a specific service in a Performance Set thirty (30) days before that service and will not be obligated to compensate that musician for the service. The musician will be entitled to full

compensation if such notification is less than thirty (30) days before that service.

- E. Musicians will be seated and ready to tune and play at the scheduled start of rehearsals and at the end of scheduled rehearsal breaks. Musicians who are not seated and ready to tune will be considered tardy. Musicians who are not ready to play at the scheduled start of the service or at the end of the scheduled rehearsal break shall be docked for each quarter hour or fraction of an hour, in quarter hour increments, from their per-Service pay.

6. Performance Attire

- A. Musicians shall have and maintain proper professional performance attire for concerts. The intention of the dress code is to present a uniform and professional appearance. The dress of each orchestra musician is an integral part of the performance. Therefore, it shall be incumbent upon each orchestra musician to present themselves for each performance neatly and properly dressed in accordance with the official dress assigned to a specific performance. This dress code is not intended to be gender specific.

- i. **Dress I: Formal** – default for Gala concerts and Masterworks opening night. Dress I may be used up to two (2) times per season and may not be used for Sunday Matinees.

- Black tails with long-sleeved white dress shirt, black cummerbund or white vest, and white bow-tie OR
- All black full-length gown with long or $\frac{3}{4}$ length sleeves that do not rise above the elbow while performing OR
- All black full-length skirt; with black dressy top with same sleeves as above OR
- All black, full flowing dressy or tailored formal pants; with black dressy top with same sleeves as above.
- Solid black calf or knee-length socks or black full length or knee-high stockings in sheer or opaque hosiery (no pattern/no fishnet) with dressy black shoes.
- Formal Alternative: Color may be swapped in for vests, bowties, gowns, skirts, pants, and tops.

- ii. **Dress II: Semi-Formal – All Black** – default for Masterworks concerts except opening night and other non-Masterworks concerts as specified.

- Classy black suit, collared black long-sleeved shirt, with a solid black long tie OR
- All black full-length dress with long or $\frac{3}{4}$ length sleeves that do not rise above the elbow while performing OR
- All black full-length skirt; with black dressy top with same sleeves as above OR
- All black, dressy or tailored formal pants or black pant suit; with black dressy top with same sleeves as above.
- Solid black calf or knee-length socks or black full length or knee-high stockings in sheer or opaque hosiery (no pattern/no fishnet) with dressy black shoes.
- Semi-Formal Alternative: Color may be swapped in for vests, ties, gowns, skirts, pants, and tops.

iii. **Dress III: Movie/Opera – All Black** – default for Movie concerts unless otherwise specified, and other Masterworks and Non-Masterworks concerts as specified.

- Black suit, collared black long-sleeved shirt, option jacket OR
- All black full or ankle length dress with long or $\frac{3}{4}$ length sleeves that do not rise above the elbow while performing OR
- All black full or ankle length skirt; with black dressy top with same sleeves as above OR
- All black slacks; with black dressy top with same sleeves as above OR
- All black pant suit and a black top where pants are in the same style listed above and with same sleeves as above OR
- Black slacks of a formal style; black dressy top with same sleeves as above.
- Solid black calf or knee-length socks or black full length or knee-high stockings in sheer or opaque hosiery (no pattern/no fishnet) with dressy black shoes.

iv. **Dress IV: Outdoors** – default for Riverfront Pops and any other outdoor performance unless otherwise specified.

- White dressy top (sleeve length of your choice), black full or ankle length skirt or black slacks OR
- White collared shirt (sleeve length of your choice), black pants of a formal style.
- Solid black calf or knee-length socks or black full length or knee-high stockings in sheer or opaque hosiery (no pattern/no fishnet) with dressy black shoes.

B. Other performance attire may be used and will be mutually agreed upon in advance of the first service of a particular concert set by the Musicians' Committee, Personnel Manager, and Music Director.

7. Leave of Absence

A contracted musician may request a Leave of Absence for personal or professional reasons, after completing no fewer than three seasons with the QCSO. The leave of absence shall be for one full symphony season. Upon their return, that musician would be entitled to their same position in the orchestra as when they went on leave. The Leave must be requested by email to the Personnel Manager no fewer than 60 days prior to first service offered in the annual contract. A decision to accept or deny the Leave will be made in consultation between the Personnel Manager, the Music Director, and the Executive Director and will be communicated back to the musician no more than 15 business days after receiving the request. All reasonable requests for Leave will be honored.

- A. A musician on a Leave of Absence shall not be considered a member of the Sub-List unless specifically requested by musician.
- B. A musician who has completed fewer than three seasons with the QCSO is not eligible to take a leave of absence.

- C. Requests for a partial Leave (less than a full symphony season) will be handled on a case-by-case basis.

8. Service Minimums

A Performance Set is defined as any performance or number of performances of the same repertoire and all associated rehearsals with those performances.

- A. Contracted Musicians shall commit to and perform no fewer than two-thirds (2/3) of offered Masterworks Performance Sets and at least one-half (1/2) of all other offered non-Masterworks Performance Sets.
- B. Musicians must accept all rehearsals and all performances for any Performance Set they accept, for which there are some exceptions (see below). All Musicians contracted for concerts will be hired for the complete time of each service contracted (i.e., a player may not be hired for one hour out of three of a rehearsal or performance) and be available whenever their piece is being rehearsed, unless the Musicians' Committee approves in advance a request by the management or music director for a reduction of rehearsal time and/or rehearsal dates of a specified player.
- C. Failure on the part of a Musician to meet service minimums will result in a meeting between the musician and the Music and/or Executive Director and a representative of the Union to attempt to remedy the Musician's attendance. Demonstrated and continued failure on the part of a Musician to meet service minimums may result in discipline on a case-by-case basis. The Music Director and Executive Director shall have final decision on such solution and resolution.
- E. Extenuating non-controllable scheduling factors will be weighed on a case-by- case basis.

9. Guaranteed Service Minimums

- A. Musicians shall be offered a minimum of thirty-eight (38) or twenty-two (22) Guaranteed Services for each Concert Season. The Concert Season shall be defined as July 1 through June 30. Services offered to a Musician and refused will count toward the minimum. Services shall be defined as any rehearsal or concert. Any service retracted during the Season will not count toward the Guaranteed Service Minimum.
- B. Group A Musicians: 38 Guaranteed Services
Group B Musicians: 22 Guaranteed Services
- C. Definition of Group A and Group B musicians:

<u>Group A</u>		<u>Group B</u>	
24 Violins	2 Bassoons	4 Violins	1 Bass Clarinet
8 Violas	5 Horns	2 Violas	1 Contrabassoon
8 Celli	3 Trumpets	2 Celli	2 Percussion
6 Double Bass	3 Trombones	2 Double Bass	1 Harp
2 Flutes	1 Tuba	1 Keyboard	1 English Horn
1 Piccolo	1 Timpani		
2 Oboes	1 Percussion		
2 Clarinets			

10. Musicians Roster

- A. At the beginning of each season, the Association shall provide to Musicians' Committee a complete roster of all musicians engaged for that season, to include name, residence address, instrument, and AF of M Local number (if any). This roster shall be updated as necessary by direct contact between the Association's Personnel Manager and the Musicians' Committee Chair.
- B. String seatings within each section will rotate concert set to concert set at the discretion of the Music Director or Conductor in consultation with the affected section principal and personnel manager. The rotation schedule for each Season shall be equitable for all Musicians in each section over the course of the Season.
- C. Extra players and substitutes shall be hired by the Association as needed. Substitutes shall be drawn first from a substitute list mutually agreed upon by the Music Director and the section principal in consultation with the section associate principal, and shall be called in that order. The inclusion of substitutes from cultural backgrounds that are underrepresented in the field of classical music shall be considered when agreeing to the substitute list. Should the substitute list be exhausted, substitutes may be hired by recommendation from the Music Director, Section Principal, or the Personnel Manager. Substitute lists shall be provided to Section Principals, Local 137, and the Musicians' Committee no later than September 30 of each Season, and once by March 30.

11. Educational and Community Engagements

- A. Musicians interested in being considered for educational and community engagements shall register their interest as indicated on their annual season contract. Interested musicians may be offered educational and community engagements based on the needs of local schools and community organizations as coordinated by the Director of Education and Community Engagement.
- B. Musicians living more than 50 miles outside of the Quad City area based on a Google Maps home address to venue calculation may be offered educational and community engagements in conjunction with concerts sets on which they are performing. Musicians living less than 50 miles from the Quad City area based on a Google Maps home address to venue calculation may be offered educational and community engagements at any time during the season.
- C. Educational and community engagements are not guaranteed and are not services.
- D. Such engagements are compensated at the following rates:
 - i. \$75 per hour for all engagements not including those with the Quad City Symphony Youth Ensembles and Private Lessons.
 - ii. \$150 per sectional and \$75 per hour of auditions for Quad City Symphony Youth Ensembles Sectionals.
 - iii. Musicians who teach in the QCSO Private Lesson Program set their own rates for lessons.

12. Auditions

Auditions for positions agreed to be open by the parties shall be announced within twelve (12) months of the position being open. The Association agrees that all auditions for open positions in the Orchestra will be held in the Quad Cities area to the extent possible, consistent with the

objective of recruiting the best players available. The Association will advertise in the *International Musician* and any other relevant publications or institutions at least ninety (90) days prior to the audition.

- A. Audition Committees for Associate or Section Player positions, or Substitute/Extra Players will be open to the Music Director, the Assistant or Associate Conductor, and five (5) Musicians from the following hierarchy: Principal Musician of the specific section with the vacancy, Principal Musicians from related sections, Section Musicians from related sections, Principal Musicians from non-related sections, Section Musicians from non-related sections.
- B. Audition Committees for Principal positions will be open to the Music Director, the Assistant or Associate Conductor, and five (5) Musicians from the following hierarchy: at least one (1) Section Musician from the specific section with the vacancy, Principal Musicians from related sections, Principal Musicians from non-related sections, Section Musicians from non-related sections.
- C. The Audition Committee shall attend all auditions. It is not mandatory for the Assistant or Associate Conductor to attend all Auditions. In the event that the Audition Committee cannot reach an agreement, the Music Director has the authority to make all final decisions.
- D. Audition Committee members excluding the Music Director and the Assistant or Associate Conductor will be compensated at the rate of \$75 for the first four (4) hours of auditions. After four (4) hours they will be compensated at the rate of \$18.75 per hour. Mileage, per diem and hotel will also take effect for those musicians who qualify.
- E. Under no circumstances shall the anonymity of any candidate be compromised by any proctor, any member of the Audition Committee, or any representative of the QCSO or Local no. 137. All rounds will be blind and behind a screen from first round to final round. At the discretion of a supermajority of the Audition Committee as determined by a secret ballot the screen may be taken down during the final round of auditions. Section playing or chamber music may also occur during a final round.
- F. All applicants will be granted a live audition, there will be no screening of resumes.
- G. Only current Tenured Musicians and Substitute Musicians who have performed with the Symphony for at least three series over the last two Seasons shall be automatically advanced to the second round of auditions.
- H. Every effort shall be made to avoid "no hire" auditions. Should a "no hire" audition occur, another audition for that position shall be announced as soon as possible, but no later than six (6) months after.

13. Electronic Media

Except as otherwise explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of the service in any manner or by any means whatsoever by the Association, or by any other person(s) or entities, in the absence of a specific written agreement with the American Federation of Musicians International Office.

The Association shall have the right to record audio and video of all concerts and rehearsals for archival purposes, which shall remain in the control of the Association. Such archival recordings may be used only for non-commercial purposes and/or for the submission as part of a grant application requiring such a tape. Archival recordings may not be broadcast or sold.

The Association may allow non-commercial radio stations within the Jurisdiction of Local 137 the right to broadcast recordings of all concerts with no additional compensation to the Musicians.

The Association shall have the right to permit audio/video recording up to fifteen (15) minutes of any pre-designated Service with advance notice to Musicians no later than forty-eight (48) hours prior to said Service, three (3) minutes of which can be used for any promotional, news, or news magazine type program (provided no complete works are broadcast), which is used specifically and exclusively to promote and publicize the activities of the Association.

Should any product created and/or utilized under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, without prior negotiation of an Agreement with the AFM for such use, the Association shall enter into and fulfill all conditions required by the appropriate agreement of the American Federation of Musicians including, but not limited to, the payment of 200% of the prevailing wages outlined therein.

Musicians shall make available to the Association a full orchestra photo session in formal concert attire with at least one (1) week prior notice during a scheduled service. Musicians agree to be photographed and that their likeness can be used by the Association for marketing, fundraising, educational, or public relations purposes.

14. Probationary Musicians

A. Probationary Musicians

- i. The first contracted year of employment of a Musician in a regular tenure-track position shall be a probationary year. Evaluation for tenure shall not begin before this first contracted year of employment. For example, if a Musician is engaged to perform with the orchestra during the season in which they successfully win an audition for a regular tenure-track position, any performance during this time shall not be considered when determining tenure. However, should a Musician perform the required number of services as outlined in Section 8 AFTER they successfully win an audition for a regular tenure-track position during the season, that year may be considered to count as a probationary year. A probationary Musician has all the rights of the Grievance procedure except in matters of artistic discipline (including reseating or termination). Musicians serving in a one-year contract who subsequently win a tenure-track audition shall count the one-year contract towards their probationary period.
- ii. A probationary Musician will be given written notice, no later than May 1, if he/she will not be re-engaged for the next season, with copies to the Union and the Musicians' Committee. Prior to such notice, the Association will communicate its dissatisfaction with a probationary Musician in danger of not successfully completing his or her probationary period. In the absence of written notice of non-re-engagement, a Musician will be deemed to have successfully completed his or her probationary period, and shall be issued an Individual Contract for the following season denoting they have achieved Tenured status.

15. Discipline

- A. Tenured Musicians cannot be disciplined except for demonstrated consistent and

unremedied failure of musical performance or for just cause. Every Musician shall be afforded due process prior to any disciplinary action and progressive discipline prior to termination, except for egregious actions that necessitate immediate mitigation, in which case the parties will meet to discuss appropriate remedies.

- B. If, after attempts to remedy each situation as set forth in A above, the Music Director determines to reseat or terminate a Tenured Musician and said Musician disputes the action of the Music Director, the Tenured Musician shall have the right to appeal such decision to the Appeals Committee.
 - i. Appeals to the Appeals Committee must be made by providing written notice to the Association and the Union no later than fourteen (14) days from the date of the postmark or email send date of the notice to terminate or reseat.
- C. The Appeals Committee shall be selected at the beginning of each Concert Season and shall consist of seven (7) Appeals Committee members elected by the Musicians of the Orchestra. The ballots will be held by the Union until such time as necessary. Should an Appeals Committee be called for, the Union will identify the elected members. These seven (7) members shall elect a chairperson by secret ballot.
- D. Within fourteen (14) days of receipt of a request for appeal, the Appeals Committee shall convene a hearing. At this hearing the Appeals Committee shall take testimony or other evidence, as it deems fit. The affected Musician must be afforded due process before the Appeals Committee. After discussion, the Appeals Committee shall vote by secret ballot. A majority vote of the Appeals Committee shall overturn the decision of the Music Director. The vote of the Appeals Committee shall be final and binding on all parties. No performance or audition shall be required of the affected Musician nor shall any recordings be used during the appeals process.
- E. All disciplinary correspondence with Musicians shall be copied to the Union.

16. Grievance and Arbitration

- A. A Grievance is defined as any and all disputes between the parties.
- B. Step One: Upon presentation of a written description of and a possible remedy for the dispute by one party to the other, the parties or their designees shall convene within thirty (30) days to address the grievance. If no resolution is achieved within fourteen (14) days of that meeting, the party initiating the grievance may submit the grievance to Step 2.
- C. Step Two: Upon presentation of a written description of and a possible remedy for the dispute by one party to the other, the parties or their designees shall convene within thirty (30) days to address the grievance. If no resolution is achieved within thirty (30) days of that meeting, the party initiating the grievance may submit the grievance to the federal Mediation and Conciliation Service, whose rules shall apply.
- D. Any administrative costs of the arbitration shall be borne equally by the parties, except that each party shall be responsible for the cost of presenting its own witnesses and testimony. Arbitration shall take place in Davenport, Iowa.
- E. The decision of the arbitrator shall be final and binding on all parties.

17. Anti-Discrimination and Anti-Harassment Policy

- A. The Association shall provide to the Musicians as an addendum to this Agreement its

organization-wide Anti-Discrimination and Anti-Harassment Policy.

18. Whistleblower Protection Policy

A. The Association shall provide to the Musicians as an addendum to this Agreement its organization-wide Whistleblower Protection Policy.

19. Strikes and Lockouts

The Union agrees that it will not cause, participate in, or sanction any strike or other work stoppage, and the Association agrees it will not engage in any lockout during the term of this Agreement.

20. Subsequent Negotiations

The Parties agree to meet again in November, 2028, to negotiate a new Agreement, and to act in good faith at all times in all dealings during the term of this Agreement.

QUAD CITY SYMPHONY ORCHESTRA
ASSOCIATION

AMERICAN FEDERATION OF
MUSICIANS ASSOCIATION, LOCAL
NO. 137.



Darlene Steffen, President

 7/22/25

Bruce Western, Local 137 Secretary

 7/21/25

Brian T. Baxter, Executive Director

 7/21/25

Stephen Burian, QCSO Musicians'
Committee Chair