

**MEMORANDUM OF UNDERSTANDING FOR A BIPOC MUSICIAN FELLOWSHIP
PROGRAM BY AND BETWEEN THE HARTFORD SYMPHONY ORCHESTRA
AND THE AMERICAN FEDERATION OF MUSICIANS, LOCAL 400**

This Memorandum of Understanding (“MOU”) is entered into this 2nd day of October, 2023, by and between the Hartford Symphony Orchestra, Inc., a Connecticut non-stock corporation, hereinafter referred to as “the Symphony,” and the American Federation of Musicians, Local 400, hereinafter referred to as “the AFM.” The Symphony and the AFM are collectively referred to as “the Parties.”

WHEREAS, the Symphony is committed to promoting diversity, equity, and inclusion in the field of symphonic music;

WHEREAS, the HSO recognizes the Symphony as the sole and exclusive collective bargaining agent for all musicians employed by the Symphony;

WHEREAS, wages, hours, and working conditions for musicians employed by the HSO are governed by a Master Agreement by and between the AFM and the Symphony, dated October 2, 2023 (the “Master Agreement”);

WHEREAS, the Parties recognize the need to support musicians from historically underrepresented racial and ethnic groups, including Black, indigenous, and other people of color (“BIPOC”), and provide them with valuable professional opportunities;

WHEREAS, the Parties have reached a mutual agreement on the establishment of a fellowship program designed to provide musicians from historically underrepresented racial and ethnic groups with opportunities to gain experience and professional development with the Symphony;

NOW, THEREFORE, the Parties agree as follows:

THE FELLOWSHIP

1. The Symphony may establish and maintain a fellowship program (the “Program”) designed to provide musicians from historically underrepresented racial and ethnic groups with opportunities to gain experience and professional development with the Symphony and other AFM-union orchestras that offer similar fellowship programs, to the extent that they do so in coordination with the HSO (“Partner Orchestras”). Each position in the Program is hereinafter referred to as a “Fellowship,” and each participant is hereinafter referred to as a “Fellow.”
2. The Symphony may extend Fellowships to early career string musicians, including violin, viola, cello, and double bass. The Program may include activities such as mentoring, rehearsal, and performance opportunities, educational workshops, and professional development opportunities, as described in greater detail below. Subject to the terms of the Master Agreement and this MOU, the design and operation of the Program will be within the HSO’s sole discretion. ~~Subject to the terms of the Master Agreement and this MOU, the design and operation of the Program will be within the HSO’s sole discretion.~~

3. Each Fellowship will be for a period of two (2) years, and the HSO may engage up to four (4) Fellows for each such two-year period. If a Fellow resigns from the Program before the conclusion of that Fellow's two-year Fellowship, the Symphony ~~may~~ must select a new Fellow to fill that Fellowship position for the balance of such term or for a full two-year term, but in either case pursuant to the selection procedures set forth herein.

WAGES, HOURS, AND WORKING CONDITIONS.

4. Fellows will become members of AFM Local 400 in accordance with Section 23.1 of the Master Agreement. Unless otherwise provided herein, when performing services for the Symphony, Fellows' wages and conditions of employment will be governed by the Master Agreement (or its successor), including its discipline and discharge provisions. The terms of this MOU and the Master Agreement do not apply to work performed by the Fellows for Partner Orchestras.
5. The Symphony will provide service offers to Fellows in accordance with Section 19.1 of the Master Agreement. Service offers will outline the terms of the Fellowship and include the opportunity to perform services in accordance with the terms of this MOU. The Symphony will provide the AFM with copies of these offers. The Symphony will include details of compensation for Fellows at the end of each pay period, consistent with the manner in which compensation for Contracted Players is provided.
6. The Symphony will compensate Fellows for each service at the prevailing base-service rate in the Master Agreement. Should the Master Agreement expire without a successor agreement in place, then Fellows' wages and conditions of employment will not change, absent mutual agreement of the Parties, until such time as a successor Master Agreement becomes effective.

PROGRAM ELIGIBILITY

7. The Symphony will recruit and invite qualified candidates to apply for the Program. All candidates will be required to provide the same materials all other Symphony auditioners provide, and perform an audition for entry into the Program.
8. There will be no other eligibility criteria for the Program or evaluation of candidates, other than the audition described herein.

PROGRAM AUDITIONS

9. Except as otherwise provided herein, the Symphony will conduct such auditions of Program applicants in accordance with the audition protocols set forth in Sections 12.2, 12.3, and 12.4(a) of the Master Agreement. The "Trial Period" provision in Section 12.2(a) of the Master Agreement will not apply.
10. Auditions for Program applicants will be scheduled prior to August of each full season. Each such audition will be evaluated by (1) the Music Director of the Symphony, (2) the Principal or Assistant Principal of the Symphony for the section of the instrument to be auditioned, and (3) a representative of the Symphony's Orchestra Committee, who will be

selected by the Orchestra Committee. All Symphony musicians participating in such auditions will be compensated by the Symphony according to the rates outlined in Section 12.2 of the Master Agreement.

11. In addition to the personnel identified in paragraph [10] of this MOU, the Symphony may invite the following to evaluate a Fellow's audition: (1) the music director of any participating Partner Orchestra(s) and (2) the principal or assistant principal of such Partner Orchestra(s) for the section of the instrument to be auditioned.

REHEARSALS AND PERFORMANCES

12. The Symphony may engage Fellows to perform in the following concerts: Masterworks, Pops, Talcott Mountain Music Festival, Discovery, Gala, and the Young Artists Competition. The Symphony may also offer Fellows services for Educational and Community-Engagement in accordance with paragraph [17] below.
13. Services offered to Fellows are treated as a separate category of services from those offered to Contracted Players in Section 4.3 of the Master Agreement. At no time shall Fellows' work be considered a replacement or substitute for Contracted Players' work.
14. All Fellows' work shall be additive at all times. Fellows' participation in Masterworks concerts utilizing the Basic or Core orchestra, and fellows' participation in all additional concerts identified in paragraph 12 above, (Pops, Talcott Mountain Music Festival, Discovery, Gala, Young Artists Competition), will be matched one-for-one with Contracted Players, instrumentation by mutual agreement.
15. A Fellow will not replace a Contracted Player or a substitute player for any service without such service having been first offered to Contracted Players and substitutes; provided, however, that Fellows already engaged for a service may remain in place if positions filled by Contracted Players or substitute players become vacant with insufficient time to fill them.
16. Fellows will be seated with Contracted Players and in front of substitute players. Fellows will follow the same rotation protocols as Contracted Players, subject to the following parameters:
 - a. In cases with multiple Fellows in the same section, the desired seating is for each Fellow to share a stand with a Contracted Player.
 - b. Two Fellows will not be seated on a stand together.
 - c. No Fellow will be seated with a substitute player, unless absolutely unavoidable.
 - d. A Fellow may occupy a Principal or Assistant Principal chair only after all Core, Basic, and Service Players rostered for the service have been asked to move up and have declined to do so. Fellows occupying premium chairs will be paid the appropriate premium rate.

17. For Education and Community Engagement services, Fellows may be added to Small Ensemble groups with a limit of two (2) Fellows per group representing no more than 50 percent (50%) of the total musicians per ensemble.

PROFESSIONAL DEVELOPMENT, MENTORSHIP, AND HOUSING

18. The Symphony may provide Fellows professional development support, including but not limited to mock auditions, lessons, mentoring conversations and critiques from member stand partners.
19. The Symphony may pair fellows with mentors, who will be selected and compensated as follows:
 - a. Fellowship mentors will be selected via an application process designed and evaluated by the HSO in consultation with the Orchestra Committee. The HSO will give the right-of-first-refusal process set forth in the Master Agreement due consideration in evaluating mentor applications.
 - b. Fellowship mentors will be paid for their time providing mentorship to Fellows according to their individual contract service rate, divided by 2.5 to determine an “hourly rate,” to be paid in fifteen (15) minute increments.
20. Mentors or Fellows may request and receive a change in their mentor/mentee assignments at any time at the HSO’s discretion.
21. A Fellow may participate in Symphony DEI Committee meetings by mutual agreement of the Symphony and the Fellow. Symphony retains the right to invite fellows to participate in any committee, standing or otherwise.
22. The Symphony will make housing available to Fellows through its “Homestay” program as availability permits.

AUDITIONS FOR OPEN CONTRACTED-PLAYER POSITIONS

23. Fellows may choose to audition for a Contracted-Player or substitute-player position with the Symphony during their Fellowships. The following provisions will govern auditions by such current Fellows:
 - a. Any current Fellow may proceed directly to the final round of the audition with the approval of either the Music Director or the Principal of the Fellow’s section. The audition deposit will be waived for current Fellows. The Audition Procedures of Section 12.2 of the Master Agreement will otherwise govern any such audition(s).
 - b. If a Fellow is offered a rostered position during their Fellowship, then the Fellow may either (1) accept such rostered position on the condition the Fellow concurrently resigns as a Fellow or (2) decline such rostered position and remain a Fellow until the conclusion of their Fellowship.

- 24. After successful completion of a Fellowship, a former Fellow who auditions for a Contracted-Player or substitute-player position with the Symphony within three (3) years following the conclusion of the Fellowship may proceed directly to the final round of the audition, and the audition deposit will be waived. Section 12.2 of the Master Agreement will otherwise govern any such audition(s).

TERM AND TERMINATION

- 25. This MOU will be effective for at least four years, commencing on September 1, 2023, and concluding on August 31, 2027 (the “Term”), unless terminated by mutual agreement of the Parties.
- 26. Upon expiration of the Term, the Symphony may continue to employ Fellows in accordance with the terms of this MOU, which will continue to govern the Parties unless and until they adopt a successor MOU or other agreement that expressly supersedes this MOU.

HARTFORD SYMPHONY ORCHESTRA, INC.

DocuSigned by:
Robert Bausmith 4/2/2024

By *Robert Bausmith* Date
 Chairman

DocuSigned by:
Steve Collins 4/1/2024

By *Stephen H. Collins* Date
 President & CEO

AMERICAN FEDERATION OF MUSICIANS, LOCAL 400, HARTFORD, CONNECTICUT

DocuSigned by:
Joseph Messina 3/30/2024

By *Joseph Messina* Date
 President

DocuSigned by:
Candace Lammers 4/1/2024

By *Candace Lammers* Date
 Secretary