

## **MASTER AGREEMENT**

This AGREEMENT made this 19 day of July 2010, by and between the Southwest Florida Symphony, ("Management" or the "SWFLSO" or "the Employer") and LOCAL 427-721, ("Union"), of the AMERICAN FEDERATION OF MUSICIANS, (the AFM).

### **Article 1 – TERM OF THE AGREEMENT**

This Agreement shall be in full force and effect from October 1, 2010 to and including September 30, 2012.

### **Article 2 – UNION RECOGNITION**

2.1 – The SWFLSO recognizes the Union as the sole and exclusive bargaining representative of all musicians, with the exception of the Music Director and guest soloists and staff engaged by the SWFLSO during the term of this Agreement for the purpose of establishing and maintaining wages and terms and conditions of employment.

2.2– The SWFLSO recognizes a committee of musicians (the "Orchestra Committee") who shall assist the Union in the negotiation, enforcement and administration of this Agreement. The SWFLSO also recognizes a Union Steward from the Orchestra (should one be appointed by Local 427-721), to assist the Union in the enforcement and administration of this Agreement.

### **Article 3 – UNION ACCESS**

Representatives of the Local shall have access to the place of any service for the purpose of conferring with the musicians, as long as such a conference does not disrupt any service. The Union shall make all reasonable efforts to notify the SWFLSO prior to any such conference.

### **Article 4 – DUES CHECK-OFF**

Pursuant to a work dues Check-Off Authorization, the SWFLSO agrees to deduct from the wages of each musician, work dues, in such amounts as are uniformly required by the Union and/or the AFM of its members. The Dues Check-Off Authorization shall be irrevocable for a period of one (1) year or until the expiration of the then current Agreement, whichever occurs sooner. This authorization shall automatically renew itself and be irrevocable for successive annual periods unless the employee gives written notice to the Union and the Employer within (15) fifteen days of the expiration of the annual period or the termination date of this agreement. The SWFLSO shall transmit 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 end of each month.

### **Article 5 –BASIC ORCHESTRA**

The following positions shall be offered Personal Service Agreements for the SWFLSO season subject to instrumentation as determined by composer and indicated in the musical score. The Music Director shall have discretion to determine the size of the string sections subject to consultation with the section principal.

Concertmaster	Principal Flute
Assistant Concertmaster	Flute II/Piccolo
10 section Violin I	Flute III/Utility
Principal Violin II	Principal Oboe
Asst. Principal Violin II	Oboe II/English Horn
8 section Violin II	Oboe III/Utility
Principal Viola	Principal Clarinet
Asst. Principal Viola	Clarinet II/Bass Clarinet
5 section Viola	Clarinet III/Utility
	Principal Bassoon
	Bassoon II
	Bassoon III/Utility
Principal Cello	Principal Horn
Asst. Principal Cello	Assistant Principal Horn
5 section Cello	Horn II
	Horn III
	Horn IV
Principal Bass	Principal Trumpet
Asst. Principal Bass	Trumpet II
3 section Bass	Trumpet III
Principal Keyboard	Trumpet IV
Principal Harp	Principal Trombone
Principal Percussion	Trombone II
2 section Percussion	Trombone III (Bass Trombone)
Principal Timpani	Principal Tuba

A list of musicians occupying the positions set forth in Article 5 is attached to this Agreement as Appendix A. This list shall be provided to the Orchestra Committee and Union Steward at the beginning of each season or whenever the list is changed.

## Article 6 – AUDITIONS

6.1 – All confirmed and undisputed vacancies in the Southwest Florida Symphony shall be filled by audition in accordance with the provisions of this Article.

6.2 – The Music Director and the members of the Audition Committee shall attend each audition. The Union may have an observer present at each audition.

6.3 – Each audition shall be scheduled by Management when reasonably practicable and, in any event, within one year that a vacancy occurs. Should auditions be held and no acceptable candidates given probationary PSA's, positions may be filled by substitutes in accordance with Article 7.4. However, auditions to fill vacancies shall be held at a minimum of once per year.

#### 6.4 – Audition Committee

The purpose of the Audition Committee is to assist the Music Director in the hiring of musicians, with the decision of the Music Director to be considered final, provided that the Audition Committee does not unanimously oppose the Music Director's decision to hire a candidate. The Audition Committee shall consist of:

- a. Section Principal (or at least one (1) section musician designated by the Orchestra Committee if the audition is for a principal position).
- b. A Family Principal.
- c. Three (3) other musicians designated by the Orchestra Committee in consultation with the Music Director.

If this committee composition is not possible, exceptions may be made by the Orchestra Committee in consultation with the Music Director and the Union. However, auditions shall not be conducted if the Music Director is absent or fewer than three (3) members of the Audition Committee are present.

Management shall provide a proctor to work with candidates behind the screen and in order to facilitate any communication between candidate, the Audition Committee and the Music Director.

#### 6.5 – Audition Schedule

Management shall confer with the Orchestra Committee regarding audition schedules and instruments to be auditioned prior to submitting information for publication. Management shall be responsible for establishing the audition schedule, notifying all candidates and the Audition Committee of the audition schedule, conducting auditions and notifying the candidates of the results of the auditions, in writing, no later than ten (10) days following the date of the last audition, with copies to the Orchestra Committee Chair.

#### 6.6 – Audition Announcements

Announcements for auditions will be made at least two months prior to the scheduled audition and will be advertised in the *International Musician* and any other venues deemed appropriate by Management. All audition announcements shall include deadlines by which audition applications must be received by the SWFLSO. Such deadlines shall not be less than two weeks prior to the audition date.

#### 6.7 – Audition Procedure

- a. Auditions shall be guided by the Code of Ethical Audition Practices approved by the International Conference of Symphony and Opera Musicians, the Major Orchestra Managers' Conference and the American Federation of Musicians.
- b. Resumes shall be required as part of the application for audition procedures.
- c. Preliminary and final auditions shall be screened in order to preserve the anonymity of candidates. Screens for final auditions may be removed upon mutual agreement of a majority of the audition committee and the Music Director. However, screens shall not be removed if any finalist candidate is a current SWFLSO member.

- d. Members of the Audition Committee and the Music Director shall consult freely among themselves regarding the evaluation of audition candidates. In the event that the members of the Audition Committee unanimously oppose the decision of the Music Director, that candidate shall not be hired.
- e. Candidates will be identified by number only, until auditions are concluded and winners selected. When auditions are concluded, only those who win probationary positions will be identified by name to the Audition Committee. Resumes of winning candidates may be reviewed by the Audition Committee after the audition.

## 6.8 – Audition Requirements

Each candidate will be required to perform the following:

- a. Solo – A solo from the repertoire of the instrument, without accompaniment.
- b. Orchestral Excerpts – Candidates shall be required to perform excerpts from the standard orchestra repertoire designated for the audition.  
The excerpts and solo work will be jointly selected by the Music Director and the Principal of each section. Copies of the required excerpts will be provided to the candidates at the time of audition application acceptance.
- c. If more than one (1) finalist is selected during the audition process, finalists may be required to play no more than one (1) classical concert series as part of the audition procedure. After each finalist has performed as set forth above, a probationary contract may be awarded to one (1) of them. This portion of the audition procedure shall be limited to titled positions.
- d. Audition Winners – The winner(s) of the audition, if any, shall be awarded a probationary contract with the Southwest Florida Symphony within ten (10) business days of the conclusion of the audition process. However, his/her right of first refusal (Article 7.3) shall become effective immediately upon the execution and delivery of the probationary contract to the SWFLSO.

## Article 7 – ENGAGEMENT OF MUSICIANS

7.1 Personal Service Agreements (PSA) for the season shall be issued to tenured and probationary musicians no later than June 15th prior to the commencement of each season.

A – PSA shall contain:

- i. The specific position/instrument for which the musician is hired (and specific section in the case of violins)
- ii. Compensation for services to be paid
- iii. A schedule of times, dates and places of engagements
- iv. An Individual Service Offer (ISO) specifying those services for which he/she will be required

B - PSA shall not contain less favorable wages, terms and conditions than this Master Agreement. A sample of a SWFLSO Personal Service Agreement is attached as Appendix B.

7.2- Each musician shall sign and return one (1) copy of the PSA no later than thirty (30) days after they are issued indicating the services for which they are available.

A. The Personnel Manager shall make direct contact with each musician who has not returned his/her PSA. Any musician failing to return his/her PSA within ten (10) days of this direct contact may have his/her position declared vacant.

B. Prior to declaring the position vacant, the Personnel Manager shall notify the Union and the Orchestra Committee of the inability to make direct contact with the musician.

7.3 – Tenured and probationary musicians shall have the right of first refusal for all engagements of the Southwest Florida Symphony for which his/her instrument is required.

a. Tenured and probationary musicians shall be called first in rank order (in the case of titled chairs) for all services offered by the SWFLSO.

b. Members of the wind, brass, percussion and harp sections shall be hired in order of titled positions required by the musical score, as indicated by the composer.

7.4 – Substitutes/Extras – Substitutes/Extras shall be drawn first from a substitute list mutually agreed upon by the Music Director and the section principal, and shall be called in that order. Should the substitute/Extra list be exhausted, substitutes/Extras may be hired by recommendation from the Music Director or Section Principal. Substitute lists shall be provided to the Orchestra Committee at the beginning of each season.

- a. Substitute lists shall include a separate list for those musicians deemed acceptable to substitute as principal players, and in deference to particular musical styles (jazz improvisation, etc.). If a tenured principal player is unavailable for any engagement, Management is not obligated to move up the next person in the section.

7.5 – Additional Services - Services other than those listed in the initial ISO shall be provided to each musician at least six (6) weeks prior to the first service. In cases where six (6) weeks notification is not given to the SWFLSO by a third party contracting the services of the Orchestra, notification will be provided to musicians as soon as practicable. Musicians shall notify the SWFLSO of their availability or unavailability for these services by signing and returning the ISO to the SWFLSO within two (2) weeks of receipt by the musician. Non-response within the two (2) week period shall be deemed as a notice of unavailability.

7.6 – Schedule Changes - If the SWFLSO changes the rehearsal and/or concert schedule, musicians will make reasonable efforts to accommodate the change. Musicians who are unable to accommodate a schedule change shall be excused without penalty and those missed re-scheduled services shall not be counted against him/her in the minimum attendance requirement set forth in Article 8.2. Personnel Manager shall communicate changes immediately by email to all musicians and by phone to those without email.

7.7- SWFLSO Cancellation – Once hired, no musician shall be cancelled from a service unless the entire service is cancelled or there is a change in the performance repertoire. With the exception of once each season (where no less than thirty (30) days notice shall be given), cancellation with less than six (6) weeks notice, prior to the affected service(s), shall require full compensation to each musician(s) for each service cancelled.

7.8 – Musician Cancellation - Any musician unable to perform a service originally accepted on the PSA shall notify the Personnel Manager at least twenty-one (21) days prior to such service. If a request occurs less than twenty-one (21) days prior to the service, the request may be denied.

## Article 8 – ATTENDANCE, EXCUSED ABSENCES AND LEAVES

8.1 – Musicians shall be in their chairs and ready to play at the scheduled rehearsal and concert starting times, and after breaks. The call time shall be the established time as printed in the schedule or communicated at the time of hire.

A – Musicians not in their chairs and ready to play at the scheduled beginning of the service shall be deemed tardy and penalized 15% of their individual per service pay for every fifteen (15) minutes or portion thereof that they are tardy.

8.2 – Attendance Policy - Each season musicians shall accept and perform a minimum of fifty percent (50%) of the services offered as set forth in the initial ISO. Musicians who cannot fulfill this requirement may be placed on a leave of absence for the affected season or the ISO may be accepted. Notwithstanding the foregoing, any musician who falls below the minimum attendance requirement any two or more seasons during any five year period may forfeit his/her tenure.

8.3 – Unpaid Rehearsal Release - Tenured and Probationary musicians shall be entitled to two (2) unpaid rehearsal releases per season, provided that written notice (as set forth in Article 19) is provided to Management at least fourteen (14) days in advance of the rehearsal to be missed, no two rehearsals shall be missed from one concert/rehearsal set, and no dress rehearsal shall be missed.

8.4 – Excused Absence - Musicians shall be excused from any concert series or service for verifiable illness, injury or Act of God, without penalty. Excused absences shall not count against the minimum attendance requirement set forth in Article 8.2, or count as an unpaid release from a rehearsal as set forth in Article 8.3.

8.5 – Leave of Absence (Sabbatical) - A musician who has been tenured for at least three (3) years shall be entitled to an unpaid leave of absence of up to one (1) year. Any musician returning from such a leave of absence shall return to the position he/she occupied prior to taking the leave.

Notification-Musicians taking a leave of absence shall so notify the SWFLSO in writing (as set forth in Article 19) to the Personnel Manager, with copies to the Executive Director and the Orchestra Committee Chair no later than 45 days prior to the commencement of the leave.

## Article 9 – PROBATION

### 9.1 – Probation, Non-re-engagement

The first full season of a musician's contractual engagement, shall be considered probationary. At the request of the Music Director, in mutual agreement with the section principal, this period may be extended no more than one (1) additional season. A probationary musician not receiving written notice of non-renewal by April 1 shall be considered a tenured member of the orchestra and issued a PSA for the following season. All notices shall be copied to the Union and the Orchestra Committee.

9.2 - Prior to such notice, the Music Director, no later than February 15<sup>th</sup>, shall communicate his/her dissatisfaction with a probationary musician at risk of not successfully completing his/her probationary period.

## Article 10 – **TERMINATION, DEMOTION, DISCIPLINE**

A tenured musician cannot be terminated or demoted except for demonstrated, consistent and unremedied failure of musical performance or for just cause.

10.1 – No Music Director may initiate a non-renewal procedure for artistic reasons in his/her first year of employment or his/her last year of employment.

10.2 – A tenured musician whose musical performance is considered by the Music Director to be deficient enough to warrant termination or demotion shall meet with the Music Director to discuss the specific areas of the musician's musical performance that require improvement. This meeting shall take place no later than two (2) weeks prior to the final concert of the season. Union representation shall be present at this meeting.

10.3 – Within seven (7) days following the meeting set forth in Article 10.2, the musician shall be sent a written notice via mail, containing a detailed explanation of said deficiencies, with copies to the Union and the Orchestra Committee.

10.4 – A musician receiving such notice as set forth in Article 10.3, shall have one (1) full season to make improvements to the satisfaction of the Music Director. If the Music Director is still dissatisfied with the musician's performance at the end of that season, the Music Director may initiate dismissal or demotion proceedings by writing a letter to that effect, postmarked no later than one (1) week following the period described above, with copies to the Union and the Orchestra Committee.

10.5 – If a musician disputes the action of the Music Director as set forth in Article 10.4 above, the musician shall have the right to appeal such decision to the Peer Review Committee or under the Grievance and Arbitration Procedure Except as provided for above (i.e. musical performance) no musician shall be disciplined or discharged except for Just Cause. If the Union disputes the propriety of the discipline or discharge it may invoke the Grievance and Arbitration procedure.

### 10.6 – Peer Review Committee

- A. The Peer Review Committee shall be composed of five (5) tenured musicians and three (3) alternates to act if any of the elected members are unable to participate in the peer review process. These musicians shall be elected by the tenured musicians of the orchestra at the beginning of each season.
- B. The following musicians will not be eligible to serve on the Peer Review Committee:
  - 1. Musicians holding management/supervisory positions.
  - 2. Musicians not returning the following contract year by reason of resignation or non-renewal.

3. The appealing musician, any member of the appealing musician's immediate family or any musician having a live-in relationship with the appealing musician.
  4. Musicians under notice of musical demotion, probation or non-renewal.
  5. Musicians whose participation would create a direct conflict of interest.
- C. The ballots will be sealed in an envelope and held by the Local until such time as necessary. Should a peer review committee be called for, the Local will identify the elected members, with the first five receiving the highest number of votes being named as members of the peer review committee. This Committee shall elect its own chairperson.
- D. Alternates will be named in descending order of the highest number of votes cast for the next three (3) musicians, and shall be called upon to serve in that order.
- E. Within fourteen (14) days of receipt of a request for peer review, the Peer Review Committee shall convene a hearing. At this hearing the Peer Review Committee shall take testimony or other evidence as it deems fit.
- a. After discussion, the Peer Review Committee shall vote by secret ballot, majority rules, to uphold or overturn the decision of the Music Director. The decision of the Peer Review Committee shall be final and binding on all parties.
  - b. No performance or audition shall be required of the appellant, nor shall any tapes be used against him or her. However, the aggrieved musician may play for the committee if he/she so desires.
- F. No tenured musician shall have dismissal or demotion procedures initiated against him/her in two consecutive years.

## Article 11 – **GRIEVANCE AND ARBITRATION**

11.1 – A grievance shall be defined as a claim that there has been a violation of a provision of this Agreement or an individual musician's Personal Service Agreement. Any such grievance shall be resolved in the following manner.

11.2 – A grievance shall be submitted by the Union, in writing, to the SWFLSO within fourteen (14) days of the event giving rise to the grievance. The written grievance shall detail the nature of the claim and specify the provision(s) of this Master Agreement (or Personal Service Agreement) which is/are alleged to be in violation.

11.3 – Within twenty-one (21) days from the receipt of the written grievance, the SWFLSO Executive or designee shall meet with the aggrieved party and Union to seek a mutually acceptable resolution.

11.4 – Within fourteen (14) days of the grievance meeting, the SWFLSO shall provide the Union, in writing, notice that the grievance has been resolved or, if a resolution cannot be reached, that the grievance has been denied. The SWFLSO shall provide a copy of the written notice to the Orchestra Committee.



11.5 – If the Union is not satisfied with the disposition of the grievance after the aforementioned steps, the Union may submit the grievance to arbitration. Submission of a grievance to arbitration shall be initiated by the Union by filing a written notice to the SWFLSO within twenty-one (21) calendar days of the date of the written disposition of the grievance by the SWFLSO. The parties shall endeavor to identify a mutually agreeable arbitrator. If the parties cannot reach such agreement upon an arbitrator within fourteen (14) calendar days of the Union’s initial demand, the Union may submit the grievance to the Federal Mediation and Conciliation Service (FMCS). The arbitrator’s decision shall be final and binding; however, the arbitrator shall have no power to add or subtract from, modify or otherwise alter the provisions of this Agreement or any individual musician’s Personal Service Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties; otherwise, each party shall bear its own expenses, including costs of witnesses, counsel, etc.

An FMCS arbitrator is directed under this agreement to arbitrate a grievance regardless of either parties position electing to participate.

## Article 12 – **SERVICES**

12.1– A service shall be defined as a unit of work upon which wages are based. Each rehearsal or each concert shall be considered one (1) service.

12.2– There shall be no more than two (2) services in any one day.

12.3 – There shall be a minimum of two (2) hours between any two services, provided that one of those services is not a concert. In such event, the minimum time between two (2) services shall be two and one-half (2 ½) hours.

12.4 – All services shall be a maximum of two and one half (2 ½) hours in length, including a fifteen (15) minute break. Break shall be called no earlier than one (1) hour or later than one and one-half (1 ½) hours from the beginning of the service. Ballet and Opera services shall be a maximum of three (3) hours in length including a twenty (20) minute break. Break for ballet or opera services shall be called no more than one and three quarter (1 ¾) hours after the beginning of the service.

12.5 – Educational concerts shall be considered as one (1) service, provided that the time from the beginning of the first concert to the end of the last concert, including the time in between concerts, does not exceed three (3) hours.

12.6 – Breaks during performances shall be no less than fifteen (15) minutes in length.

12.7–Any encroachment of time beyond two and one-half (2 ½) hours, or three (3) hours in the case of ballet or opera or educational concerts, shall be overtime. If the service extends to overtime, there will be one (1) five (5) minute break prior to the commencement of overtime. This five (5) minute break can be taken at the end of the service, if a majority of musicians votes to do so. If a concert extends into overtime, this five (5) minute break shall not be applicable. There shall be no more than two (2) fifteen (15) minute overtime increments for any service.

12.8 – Musicians shall be compensated for overtime in increments of fifteen (15) minutes, at one and one-half (1 ½) times the individual per service compensation.

12.9 – Musicians who cannot remain for rehearsal overtime shall be excused without penalty, unless management gives notice at least fourteen (14) days before the rehearsal that the given rehearsal will exceed the

scheduled rehearsal time for the given service. This provision shall not apply to a musician who provides to management a verifiable scheduling conflict prior to the rehearsal.

## Article 13 – **WORKING CONDITIONS**

13.1 – The indoor temperature of all services shall be between 68 degrees and 80 degrees. In the event that the site temperature is outside either of these limits, musicians shall not be required to play unless a majority of the musicians vote to play.

13.2 – The SWFLSO shall insure that there is adequate but not excessive light for reading music at all services. Adequate lighting shall also be provided in backstage areas for safety purposes. Stand lights shall be made available to any musician upon request.

13.3 – The SWFLSO shall insure that there are suitable chairs and music stands at rehearsal and concert venues.

13.4 – The SWFLSO shall insure that there is adequate space within service venues for musicians to play their instruments without obstruction or interference.

13.5 – Sound shields and ear plugs shall be provided to musicians at all services.

13.6 – Musicians shall have access to the performance area not less than thirty (30) minutes prior to the scheduled commencement of all services. The area shall be clear of all set up and other non-musician activity.

13.7 – No musician shall be required to perform in direct sunlight, precipitation or high winds strong enough to topple music stands, for outdoor services.

13.8 – No musician shall be required to perform under conditions that may cause injury to themselves or their instruments. Should such a condition exist, the musicians may leave the stage without penalty until the conditions no longer exist.

### 13.9 – Music

Except in circumstances beyond the control of management, the following guidelines shall be followed:

13.9.1 - Music shall be provided to musicians as soon as possible prior to each concert series, but not less than two (2) weeks prior to the first rehearsal of each series. If there is a delay in the delivery of music to the SWFLSO, the SWFLSO shall so inform the Orchestra Committee and the conductor.

13.9.2 – If musicians receive their music less than two (2) weeks prior to the first rehearsal of a series, they shall not be held responsible for the level of preparation at the first rehearsal.

13.9.3 – The concertmaster shall consult with the Music Director regarding bowing. Each section leader will institute the bowings for his/her section in consultation with the Concertmaster. The Master string parts shall be marked and returned to the Librarian at least four (4) weeks prior to the first rehearsal of each series.

13.9.4 – With the exception of accompaniments, all bowings must be established prior to the dress rehearsal.

13.10 – Musicians shall also be provided a rehearsal schedule, maps and a roster of orchestra personnel with their music.

13.11 – The SWFLSO shall be tuned at the pitch of A 440.

13.12 – Tuning shall commence at the time of the scheduled beginning of each rehearsal.

13.13 – Tuning shall be done by section (winds, brass and strings). Musicians are expected to be silent while another section is tuning. Tuning is limited to tuning notes so as not to disturb others.

13.14 – All musicians will demonstrate to and receive from all conductors, musicians, management and staff, mutual respect and courtesy in all their dealings.

13.15 – There shall be no stand by stand or individual by individual rehearsing of sections strings except as per score requirements.

#### Article 14 – **RECORDING**

14.1 – Except as 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 SWFLSO, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office.

14.2 – The SWFLSO may designate a qualified person to make audio archival study tape recordings of performances. Archival tapes may be used for grant applications requiring such tapes. The Union must receive verification of any grant application made in the name of the SWFLSO in connection with any archival recording made pursuant to this provision.

14.3 – Notwithstanding the provision above, archival recordings may be used for no more than two (2) broadcasts for local, non-commercial radio without compensation to the musicians.

14.4 - The SWFLSO shall not duplicate, nor permit duplication of any kind of any archival study tape, nor will it allow any use of an archival study tape for purposes other than those explicitly provided herein and for review by the Conductor/Music Director and members of the orchestra.

14.5 – The SWFLSO may use up to two (2) minutes of audio or audio/visual material created during any pre-designated, regularly scheduled rehearsal or performance for any fundraising, publicity or promotional use without payment to musicians. Management may use up to two (2) minutes of audio/visual materials created during any pre-designated, regularly scheduled rehearsal or performance for news programs, SWFLSO website and telephone hold without payment to musicians, provided that the material used is directly related to the story being covered. Musicians shall be informed of any audio or video taping prior to the service during which the taping shall occur.

14.6 – Archival recordings shall be in the control of the SWFLSO at all times. Archival study recordings shall be available during normal business hours in the SWFLSO's office for Conductor/Music Director and members of the orchestra, and other authorized personnel as mutually agreed upon by the SWFLSO, the Orchestra Committee and Local Union, to review and study.

14.7 - Should any product created and/or utilized under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, the SWFLSO shall enter into and fulfill all conditions required by the appropriate agreement of the American Federation of Musicians.

14.8 - Recordings shall not ever be used as evidence in any disciplinary, demotion, or dismissal proceeding.

## Article 15 – COMPENSATION

15.1 – The Employer shall pay all musicians on W-2 forms, and shall comply with all state and federal tax requirements for employers.

15.2 – Compensation for all services shall be as follows:

15.2.1 – All orchestra, chamber orchestra services - two and one half (2 ½) hours in length: 2009 2010– \$105.00 per service

15.2.2 – All opera/ballet, education concerts – three (3) hours in length on a pro-rata basis.

15.3 - Principal pay shall be compensated at twenty-two percent (22%) above base per service pay.

Principal premiums shall be paid to the musicians in the following positions:

Concertmaster	Bassoon I
Assistant Concertmaster	Trumpet I
First Chair Violin II	Horn I
First Chair Viola	Trombone I
First Chair Cello	Principal Tuba
First Chair Bass	Principal Keyboard
Flute I	Principal Harp
Oboe I	Principal Percussion
Clarinet I	Principal Timpani

15.4.1 – Assistant Principal Musicians shall be compensated at ten percent (10%) above base per service compensation. Assistant Principal premiums shall be paid to the musicians in the following positions:

Assistant Principal Violin II  
Assistant Principal Viola  
Assistant Principal Cello  
Assistant Principal Bass

15.4.2 – Any musician filling a position to which premium pay is entitled, shall receive that premium. This shall apply to any musician who moves up into a titled chair, extra musician or substitute.

## 15.5 – Doubling

Doubling is defined as one musician playing two or more instruments during a service. Musicians who double shall be compensated a minimum of 15% above individual base pay for the first double, and 10% above base pay for each additional double.

Doubling Combinations Include:

Flute/Piccolo/Alto Flute

Clarinet/Eb Clarinet

Clarinet/Bass Clarinet

Clarinet/Saxophone

Oboe/English Horn

Oboe/Oboe D'Amore

Timpani/Percussion/Drum Set

Trumpet/Piccolo Trumpet

Trumpet/Flugelhorn

Horn/Wagner Tuba

Trombone/Euphonium

Trombone/Alto Trombone

Tuba/Euphonium

Acoustic Bass/Electric Bass

Bassoon/ContraBassoon

Doubling Combinations do not include:

Piano/other keyboard instruments

A, Bb, C Clarinet

Horn in various keys

Trumpet/Cornet Bb/C

Tenor/Bass Trombone

High (F) Tuba/Tuba

15.6 - Audition Compensation – Musicians who serve on an audition committee shall be compensated at the individual per service rate for the first four (4) hours, or any part thereof, of hearing auditions. For any audition session going beyond the first four (4) hour period, compensation shall be paid at the rate of one sixteenth (1/16) for each subsequent fifteen (15) minute period or part thereof.

15.7 – Travel Compensation– Musicians shall be compensated for driving miles from the home of record to the Barbara Mann Performing Arts Center at the following rates for one concert series. Mileage will be calculated using one way trip mileage from the Musicians home of record to BBM hall using commercially available software.

0 to 49 miles -	\$0
50 to 99 miles -	\$15.00
100 to 149 miles -	\$30.00
150 miles or more -	\$45.00

15.8- Tolls - The SWFLSO shall reimburse actual tolls paid by musicians to attend a service within Lee County, Fl. Musicians shall submit a toll receipt at the time of the service to obtain reimbursement of the toll.

#### 15.9 - Additional Accommodations

The SWFLSO shall provide musicians with double occupancy overnight accommodations or in private homes on consecutive days of services to musicians who live fifty (50) miles or more from the Barbara Mann Performing Arts Center. If single occupancy is desired, the difference in cost between double and single occupancy shall be borne by the musician who must satisfy the expense prior to concert termination. Any additional incurred expense is the responsibility of the musician. Management shall provide overnight accommodations for musicians living 75 miles from the BMPAC for when a concert begins after 6 PM.

15.10 – Payment: All compensation to musicians as set forth in this Agreement shall be paid to musicians by the first or fifteenth of the month after a series has been completed.

15.11 – Cartage – Cartage compensation for these and any other instruments and/or equipment shall be individually negotiated between musicians and the SWFLSO.

Harp  
Timpani  
Percussion  
Contrabassoon

15.12 - Beginning on the effective date of this Agreement, all musicians participating in a performance shall be entitled to a fee of ten dollars (\$10.00) per performance broadcast for each performance broadcast exceeding the limit set forth in Article 14.3. This provision shall not apply to any performance recording made before the 2006/2007 season.

#### Article 16 – **CONDUCTOR SEARCH**

16.1 - Should it become necessary to initiate a search for a new Music Director/Principal Conductor, musicians elected by orchestra members shall serve on the Conductor Search Committee, which shall be established by the SWFLSO Board of Directors prior to the commencement of such a search, and musicians shall comprise no less than thirty percent (30%) of the conductor search committee. The failure of the musicians to elect a number of musicians sufficient to reach the thirty percent (30%) membership level for the search committee shall not render the committee or any subsequent committee decision illegal or void.

16.2 – Written evaluations of each final candidate chosen by the Conductor Search Committee shall be disseminated and tabulated by the Orchestra Committee and the results reported to the Conductor Search Committee. The “Conductor Evaluations Form” (or similar uniform and objective assessment tool) shall be solicited for each final candidate from those musicians who performed with that candidate. To insure fairness and consistency, only those musicians who play under every conductor shall rank candidates in order of preference. Evaluations of musicians not playing under every candidate shall be considered on an individual basis, without the inclusion of ranking in order of preference. Only tenured and probationary musicians shall evaluate candidates.

16.3 – The evaluations, preferences, and comments of all musicians will be used and weighed accordingly in determining the final selection of the Music Director/Principal Conductor. In no case shall a finalist be hired as a Music Director/Principal Conductor who receives less than a majority of favorable evaluations from orchestra musicians.

16.4 – Written evaluations shall also be solicited when the contract of a current Music Director/Principal Conductor is up for renewal.

#### **Article 17 – EXECUTIVE DIRECTOR SEARCH AND BOARD MEMBERSHIP**

17.1 – Should it become necessary to initiate a search for a new Executive Director, at least two (2) musicians elected by the orchestra members shall serve on the Executive Search Committee established by the SWFLSO Board of Directors.

17.2 – Two tenured musicians shall serve as full members of the Board of Directors of the SWFLSO. One of these musicians shall be elected by the orchestra musicians, and the other shall be a member of the Orchestra Committee.

#### **Article 18 – DRESS CODE**

Standard concert dress for all performances is detailed in this paragraph. Certain concerts may utilize different dress, in mutual agreement with the Orchestra Committee. Notification of any proposed change(s) shall be included with the Music when sent to the musician.

18.1 Men – Black tuxedo, white shirt, black bow tie, black shoes and black socks.  
-Classical Concerts – Tails, white shirt, white bow tie, black shoes and black socks.

18.2 Women – Long, solid black dress or long, solid black skirt and solid black top with a full length sleeves, or full cut, formal, solid black slacks and a solid black top with full length sleeves, black or neutral stockings and black shoes.

18.3 Outdoor concerts –  
Men - White long-sleeved shirt and black slacks, black shoes and black socks.  
Women - White top, solid black skirt or full cut, solid black slacks and black shoes.

18.4 Educational concerts/Symphony Around Town /Sanibel Series  
Men-Dark suit, long dark tie.  
Women - Long, solid black dress or long, solid black skirt and solid black top with full length sleeves, or full cut, formal, solid black slacks and a solid black top with full length sleeves, black or neutral stockings and black shoes.

#### **Article 19 – MANAGEMENT RIGHTS**

The Music Director shall be in charge of rehearsals and concerts and all decisions regarding personnel, subject to the provisions of this Agreement. String section seating shall be determined by the Music Director in mutual agreement with the section principal.

## Article 20 – NOTICE

For purposes of this Master Agreement, a notice in writing shall include email, facsimile, hand delivery, US Mail, or overnight courier. Delivery by email or facsimile shall be allowed if the recipient has supplied the SWFLSO Personnel Manager with an email address or facsimile number. PSAs shall request Musician's contact information, including email and facsimile. If a Musician's contact information changes, Musician shall make every effort to notify the SWFLSO in a timely manner.



Southwest Florida Symphony  
12651 McGregor Blvd. Bldg 4-404  
Fort Myers, FL 33919  
239-418-0996  
<http://www.swflso.org>

**American Federation of Musicians,  
Florida Gulf Coast Local 427-721  
PO Box 12333  
Saint Petersburg Fl 33733  
727 572-7977  
afm427721@gmail.com**

**Article 21 – NO STRIKE, NO LOCK OUT**

**During the term of this Agreement there shall be no lockout by the Southwest Florida Symphony Orchestra, and neither the Union nor the musicians shall cause or engage in any type of strike, including sympathy strikes, work slowdown, sit-in, sick-out, walk-out, boycott or any other interruption of work against the SWFLSO. Any musician participating in any such prohibited activity shall be subject to immediate termination. If any musician(s) engages in such prohibited activity, the Union shall take all reasonable steps to immediately attempt to cease the prohibited action. Notwithstanding the aforementioned, neither the Union nor any musician shall be penalized, disciplined or dismissed for refusing to cross any picket line.**

**Article 22 – Force Majeure**

**Should the SWFLSO cancel a service or services due to an Act of God, riots, any act of any public authority or any other cause beyond the control of the SWFLSO, musicians shall be compensated for any services that they fulfill, but shall not be compensated for any services that they do not fulfill.**

**Agreed and Accepted**

Dated this 19 day of Feb, 2010

For the SWFLSO:  
FRANCES GOLDMAN

For the Union:  
RICHARD SPARROW

  
Executive Director

  
Secretary/Treasurer

**SIDE LETTER (1)**

The parties to this agreement hereby agree to a wage freeze for a term of two (2) years. However the Union shall have the right to demand a re-opener to bargain economics for the second year, provided that such demand be exercised by written notice from the Union to the SWFLSO by no later than June 1, 2011. Further, Article 11 and 20 of the Master Agreement shall not serve as a means of resolution nor bar any action by the Union as a result of this re-opener.

**SIDE LETTER (2)**

**Danut Muresan:**

The Union and Management agree that the appointment of Mr. Muresan to the position of tenured Assistant Principal Second Violin is acceptable to both parties and is considered a one time, non precedent setting event.

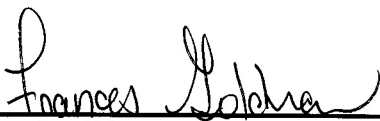
**SIDE LETTER (3)**

**Jeffrey Apana:**

The Union and management agree that the extension of probation to a third year for Jeffrey Apana is acceptable to both parties and is considered a one time, non precedent setting event.

**For the SWFLSO:  
FRANCES GOLDMAN**

**For the Union:  
RICHARD SPARROW**



Executive Director



Secretary/Treasurer

**APPENDIX A****\*Probationary members names are underlined****++ Leave of Absence 2010-2011 Season**

<b><u>VIOLIN I</u></b> Concertmaster: Reiko Niiya Asst. Concertmaster: Hannah Cho Violin I: Kathleen Beard Violin I: Bogdan Chruszcz Violin I: Rachel Cox Violin I: Joan Eaton Violin I: <u>Galen Kaup</u> Violin I: Dajiang Qi Violin I: Baoling Xu Violin I: Three (3) <b>OPEN POSITIONS</b>	<b><u>VIOLIN II</u></b> Principal Second: <b>OPEN</b> Asst. Pr. Second: Danut Muresan Violin II: John DiPuccio Violin II: Kasia Dolinski Violin II: Ariel Eliot Violin II: Cindy Konzen Violin II: Andrew Kurtz Violin II: <u>Amanda Nix</u> Violin II: <u>Dana Tolan</u> Violin II: <b>OPEN</b>
<b><u>VIOLA</u></b> Principal: Rebecca Diderrich Asst. Principal: Jean Phelan Viola: Rosalind Greene Viola: Steven Grant Viola: Greg Lane Viola: Gail Picha Viola: Shawn Snider	<b><u>CELLO</u></b> Principal: <b>OPEN</b> Asst. Principal: Antonio Innaimo Cello: Julie Cornwall Cello: Scott Crowley Cello: Ilie Curteanu Cello: Alexandra Desbruslais++ Cello: <u>Lyle Lamboley</u>
<b><u>Double BASS</u></b> Principal: Joseph Trunk Asst. Principal: Alex Albanese Bass: Ariadna Barbe-Villa Bass: T.J. Glowacki Bass: Hideki Sunaga	<b>ALL SECTION STRINGS LISTED ALPHABETICALLY.</b>
<b><u>FLUTE</u></b> Principal: William Larsen Second: Beth Larsen Third/Utility: <u>Angela Baranello</u>	<b><u>OBOE</u></b> Principal: Dione Chandler Second/English Horn: Jennifer Potochnic Third/Utility: <u>Jeff Apana</u>
<b><u>CLARINET</u></b> Principal: Michael Forte Second: Scott Ellington Third/Utility: Stacey McColley	<b><u>BASSOON</u></b> Principal: Michael Ellert Second: Scott Radloff Third/Contra: Louis Nanson
<b><u>FRENCH HORN</u></b> Principal: Gene Berger Asst. Principal/Utility: Sharon Janezic Second: Jennifer Masciulli Third: Christopher Allen Fourth: Kathryn Beck ++; Madison Roberts – One Year Postion	<b><u>TRUMPET</u></b> Principal: Kris Marshall Second: <u>Kyra Sovronsky</u> Third: Alan Evans Fourth: John Copella
<b><u>TROMBONE</u></b> Principal: Richard Harris Second: Maciej Pietraszko Bass Trombone: <u>John Thevenet</u>	<b><u>TUBA</u></b> Principal: Tom Kracmer
<b><u>PERCUSSION</u></b> Principal: Todd Betz Percussion: Michael Launius Percussion: John Patton	<b><u>TIMPANI</u></b> Principal: Tom Suta
<b><u>KEYBOARD</u></b> Principal: <u>Hyojin Ahn</u>	<b><u>HARP</u></b> Principal: Kay Kemper



APPENDIX B

**Personal Service Agreement**

June, 2010

This Personal service agreement (PSA) for the 2010-2011 Season is made and entered into by and between the Southwest Florida Symphony Orchestra (SWFLSO) and “**Musician**” hereinafter referred to as “Musician”. This agreement is subject to and governed by the current Master Agreement (MA) between the SWFLSO and the American Federation of Musicians Gulf Coast Local 427-721(AFM).

1. Term. The term of this agreement is for the 2010-2011 season.
2. Position, Status and Compensation Offered.
  - a. Position-
  - b. Status-
  - c. Fee Per Service- **\$105.00** Compensation - Musicians will be paid by the Personnel Manager or designated agent at the final performance of each series or by the 15<sup>th</sup> or 30<sup>th</sup> of the month..
3. Individual Service Offer: Attached is an Individual Service Offer (ISO) for musician outlining the specific concerts offered for this season. Musician will initial and return 1 copy.
4. Schedule- The concert schedule is subject to change and is being offered in good faith based upon the concert season. SWFLSO will make every effort to contact Musician in advance of any change(s) at the contact information we have provided below. Musician agrees to notify the SWFLSO in writing if any contact information changes as soon as the change takes place.
5. Employment. Musician agrees, understands and accepts that the SWFLSO has entered into a Master Agreement with AFM outlining performance, compensation, and musician responsibilities.

**ACCEPTED BY MUSICIAN:**

_____ Signature	_____ Date	_____ Phone
_____ Social Security Number	_____ Cell-Phone	
_____ Street Address or P.O. Box	_____ Email	
_____ City, State, zip code	Please Check here if any contact information is new _____	

**ACCEPTED BY SWFLSO:** \_\_\_\_\_

Date

APPENDIX C

**WORK DUES CHECK-OFF AUTHORIZATION**

I hereby voluntarily authorize and direct the Southwest Florida Symphony (hereinafter SWFLSO) to deduct from my compensation the uniformly required dues based on earnings as set forth in the Bylaws of the American Federation of Musicians of the United States and Canada (“Federation Work Dues”) and/or the dues based on earnings as set forth in the Constitution and/or Bylaws of Local 427-721 (hereinafter Union) (“Local Union Work Dues”). I further authorize, and direct SWFLSO to remit promptly all work Dues thus deducted in accordance with the applicable regulations, and at the times specified in those regulations. This authorization shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of the current Master Agreement, whichever occurs sooner. This authorization shall automatically renew itself and be irrevocable for successive annual periods unless I give written notice to the SWFLSO and the UNION within fifteen (15) days prior to the expiration of any such annual period or within fifteen (15) days prior to the termination date of the Master Agreement.

Name: \_\_\_\_\_

Signature:

Date: \_\_\_\_\_