

MASTER AGREEMENT

between

**AMERICAN FEDERATION OF MUSICIANS,
FLORIDA GULF COAST LOCAL 427-721**



AND

SOUTHWEST FLORIDA SYMPHONY ORCHESTRA INC.



FOR SEASONS

2012-17

MASTER AGREEMENT

This AGREEMENT made this 29th day of July 2014, by and between the Southwest Florida Symphony Orchestra, (“Management” or the “SWFSO” or “the Employer”) and AMERICAN FEDERATION OF MUSICIANS, FLORIDA GULF COAST LOCAL 427-721, (“Union” OR, “AFM”).

Article 1 – TERM OF THE AGREEMENT

This Agreement shall be in full force and effect from October 1, 2012 to and including September 30, 2017.

Article 2 – UNION RECOGNITION

2.1 – The SWFSO 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 SWFSO during the term of this Agreement for the purpose of establishing and maintaining wages and terms and conditions of employment.

2.2– The SWFSO recognizes a committee of musicians (the “Orchestra Committee”) who shall assist the Union in the negotiation, enforcement and administration of this Agreement. The SWFSO 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 SWFSO prior to any such conference.

Article 4 – DUES CHECK-OFF

Pursuant to a work dues Check-Off Authorization, the SWFSO 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 SWFSO 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 SWFSO 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

Assistant Concertmaster
10 section Violin I

Principal Flute
Flute II/Piccolo
Flute III/Utility

Principal Violin II
Asst. Principal Violin II
8 section Violin II

Principal Oboe
Oboe II/English Horn
Oboe III/Utility

Principal Viola
Asst. Principal Viola
5 section Viola

Principal Clarinet
Clarinet II/Bass Clarinet
Clarinet III/Utility

Principal Bassoon
Bassoon II
Bassoon III/Utility

Principal Cello
Asst. Principal Cello
5 section Cello

Principal Horn
Assistant Principal Horn
Horn II
Horn III
Horn IV

Principal Bass
Asst. Principal Bass
3 section Bass

Principal Trumpet
Trumpet II
Trumpet III
Trumpet IV

Principal Keyboard
Principal Harp

Principal Trombone
Trombone II
Trombone III (Bass Trombone)
Principal Tuba

Principal Percussion
2 section Percussion
Principal Timpani

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 SWFSO. 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 SWFSO 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.
- f. When the screens are elected to be removed and no clear winner can be determined from the finalist pool, the Music Director and the audition committee may request to see the orchestral experience section of the finalists' resumes, excluding any references to their identity and gender.

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. Should the Principal of the section be unavailable, the Acting Principal, Assistant Principal, and if necessary, members of the section shall participate in this process. 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 SWFSO.

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 SWFSO 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 SWFSO.

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.

c. Hiring Order-Prior to individual contracts being issued for the 2015-2016 season, the string Principal musicians shall meet with the Music Director to reach agreement on the hiring order for their respective sections for the balance of the term of this Agreement.

7.4 – Substitute and Extra Musicians

a. It shall be the responsibility of each Principal player (or next ranked player, in the absence of the Principal) to create a ranked list of Substitutes and Extras Musicians for his/her respective Section, subject to mutual agreement with the Music Director (or his designee). This list shall be presented to the Personnel Manager by September 1st each year. The list shall specify those persons who are qualified as Substitutes for all positions, including titled positions. The Personnel Manager shall keep record of, and follow, this list of Substitutes and Extras for each section. A copy of the Substitutes and Extras list shall be provided to the orchestra Committee and the Principals by September 15 of each Concert Season, and thereafter when re-ranking occurs.

b. Additions to the Substitutes and Extras list may be made as follows:

i. By Audition: Musicians may be added to the Substitutes and Extras list if they are determined to be qualified by an appropriate Audition Committee following an Audition.

ii. By Appointment: If the Principal of a Section, in good faith, believes that person is qualified, he/she may place the person on the Substitutes and Extras list without an Audition, subject to mutual agreement with the Music Director.

- iii. By recommendation of the Music Director, subject to mutual agreement with the Principal of the involved Section.
- c. The ranking of Substitutes and Extras shall be done by the Principal of the Section involved by mutual agreement with the Music Director. Principal Substitutes shall be ranked by the Music Director in consultation with the Principal of the section involved. The list may be re-ranked any time.
- d. Ranking on the Substitutes and Extras list, as well as specific performance requirements of the repertoire to be performed, shall be considered when engaging Substitutes and Extras.
- e. Except as provided above, Principal Substitutes shall be chosen by the Music Director from the Substitutes and Extras list. All other Substitutes shall be chosen by the Principal of the section involved from the Substitutes and Extras list by mutual agreement with the Music Director.
- f. In the event that the Substitutes and Extras list is exhausted, the Personnel Manager and the Principal of the Section may fill the Vacancy or Absence, with subsequent notice to the Music Director and Orchestra Committee, until such time as the established Substitutes and Extras list can be followed.
- g. Substitutes or Extras shall receive a letter of agreement from the Personnel Manager specifying the times, dates, and places of Services and the required dress. Initial contact may be made by telephone or email, followed by the aforementioned Letter of Agreement.
- h. Established substitute and Extra Musicians shall not be penalized in their Hiring Order as a result of their performance in an Audition for contracted positions in the Orchestra.
- i. 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. Substitute section string musicians shall always be seated behind all contracted string players.

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 SWFSO by a third party contracting the services of the Orchestra, notification will be provided to musicians as soon as practicable. Musicians shall notify the SWFSO of their availability or unavailability for these services by signing and returning the ISO to the SWFSO 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 SWFSO 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- SWFSO 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 as indicated herein prior to such service. If a request occurs less than the required notice prior to the service, the request may be denied.

2014-15	2015-16	2016-17
21 days notice	26 days notice	28 days notice

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.

- a. The call time shall be the established time as printed in the schedule or communicated at the time of hire.
- b. 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 - During the 2014-2015 season, musicians shall accept and perform a minimum of fifty percent (50%) of the services offered as set forth in the initial ISO. For the balance of the term of this agreement, musicians shall accept and perform a minimum of sixty percent (60%) of the series/programs as provided herein (see below). For purposes of this section, a series or a program shall be defined as a concert(s) and its rehearsals. 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.

#programs offered	Must attend @60%	#programs offered	Must attend @60%
1	1	10	6
2	1	11	7
3	2	12	7
4	2	13	8
5	3	14	8
6	4	15	9
7	4	16	10
8	5	17	10
9	5	18	11
		19	11
		20	12

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 SWFSO 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 two full seasons of a musician’s contractual engagement, shall be considered probationary. A probationary musician not receiving written notice of non-renewal by April 1 of the second year of probation, 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 15th, shall communicate his/her dissatisfaction with a probationary musician at risk of not successfully completing his/her probationary period. Notwithstanding, the foregoing shall not preclude the Music Director from granting tenure at anytime following the musician's contractual engagement.

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. During this time period a musician(s) receiving such notice may request progress report meetings with the Music Director along with his/her union representative; such meetings shall not be unreasonably denied or delayed. 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:
 - i. Musicians holding management/supervisory positions.
 - ii. Musicians not returning the following contract year by reason of resignation or non-renewal.
 - iii. The appealing musician, any member of the appealing musician's immediate family or any musician having a live-in relationship with the appealing musician.
 - iv. Musicians under notice of musical demotion, probation or non-renewal.
 - v. 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 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.
 - i. 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.
 - ii. 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 SWFSO 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 SWFSO 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 SWFSO 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 SWFSO within twenty-one (21) calendar days of the date of the written disposition of the grievance by the SWFSO. 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 SWFSO 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 SWFSO shall insure that there are suitable chairs and music stands at rehearsal and concert venues.

13.4 – The SWFSO 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 SWFSO, the SWFSO 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, a payroll schedule and a roster of orchestra personnel concurrent with their receipt of their concert music folder from the librarian

13.11 – The SWFSO 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.

13.16- Outdoor Concerts

Musicians will not be required to perform for more than ninety (90) minutes including a ten (10) minute intermission when the on-stage temperature exceeds eighty-five (85) degrees Fahrenheit at the commencement of an outdoor performance; provided, however, that this limitation shall not apply to concerts beginning after 7:00 p.m., the duration of which shall be limited to two (2) hours. Notwithstanding, services shall not commence until conditions are in accordance with requirements specified in Article 13.7.

Concerts delayed for more than sixty (60) minutes due to inclement weather will be cancelled for that day. For outdoor concerts, three (3) thermometers shall be placed onstage, one (1) each at downstage left and right, and one (1) at upstage center. The average of the readings shall apply to the temperature limitations as stated above.

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 SWFSO, 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 SWFSO 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 SWFSO 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 SWFSO 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 three (3) 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 three (3) minutes of audio/visual materials created during any pre-designated, regularly scheduled rehearsal or performance for news programs, 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 SWFSO at all times. Archival study recordings shall be available during normal business hours in the SWFSO's office for Conductor/Music Director and members of the orchestra, and other authorized personnel as mutually agreed upon by the SWFSO, 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 SWFSO 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

PER SERVICE RATES

<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
<u>\$115.00</u>	<u>\$125.00</u>	<u>\$135.00</u>

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 Cello
Assistant Principal Viola	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.

15.4.3 – Contracted Musicians shall be guaranteed a minimum of twenty five (25) services annually. Notwithstanding, musicians who have not been offered twenty five (25) services in their ISO, and are subsequently offered additional services by October 1 in any season which they then decline, said offered services shall be deducted from their guarantee.

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	Trumpet/Flugelhorn
Clarinet/Eb Clarinet	Horn/Wagner Tuba
Clarinet/Bass Clarinet	Trombone/Euphonium
Clarinet/Saxophone	Trombone/Alto Trombone
Oboe/English Horn	Tuba/Euphonium
Oboe/Oboe D'Amore	Acoustic Bass/Electric Bass
Timpani/Percussion/Drum Set	Bassoon/ContraBassoon
Trumpet/Piccolo Trumpet	

Doubling Combinations do not include:

Piano/other keyboard instruments	Trumpet/Cornet Bb/C
A, Bb, C Clarinet	Tenor/Bass Trombone
Horn in various keys	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.

Per round trip, based on one way mileage	2014-15	2015-16	2016-17
50-99 miles	<u>\$23.00</u>	<u>\$31.00</u>	<u>\$40.00</u>
100-149 miles	<u>\$45.00</u>	<u>\$63.00</u>	<u>\$81.00</u>
150 miles plus	<u>\$67.00</u>	<u>\$93.00</u>	<u>\$120.00</u>

15.8- Tolls - The SWFSO 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 SWFSO 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 no later than the last service of a series being performed.

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

Harp	Percussion
Timpani	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 SWFSO 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 SWFSO Board of Directors.

17.2 – Two tenured musicians shall serve as full members of the Board of Directors of the SWFSO. 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 SWFSO 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 SWFSO in a timely manner.

Southwest Florida Symphony
8290 College Parkway, Suite 103
Ft. Myers, FL 33919

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- TOUR CONDITIONS

21.1- Any service day total time (including warm-up, concert, reception, etc) exceeding 8 hours will be considered an overnight tour, requiring overnight hotel accommodation.

21.2- Musicians shall receive per diem at the applicable General Services Administration (GSA) rate at the following percentages:

Breakfast	Lunch	Dinner
20%	30%	50%

21.3- Run-outs shall not exceed more than 8 hours total time.

21.4- Point of departure should be the Symphony office unless otherwise agreed.

21.5- Musicians who drive to the engagement because of their location, large instrument, etc. shall be compensated at the current applicable mileage rate for miles driven.

21.6- Hotels must be 3 star or above; single occupancy.

21.7- Other tour conditions must be discussed and mutually agreed upon well in advance of commitment to the tour.

Article 22 – 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 23-FORCE MAJEURE

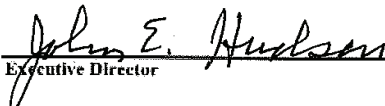
Should the SWFSO cancel a service or services due to an Act of God, riots, any act of any public authority or any other cause beyond the control of SWFSO, musicians shall be compensated for any services that they fulfill, but shall not be compensated for any services that they do not fulfill.

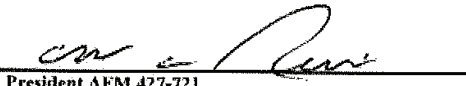
Agreed and Accepted

Dated this ____ day of _____, 2014

**For the SWFSO:
John Hudson**

**For the Union:
Charles Rice**


Executive Director


President AFM 427-721

APPENDIX A

Violin

Reiko Niiya, Concertmaster***
Dorothy Munsch, Chair
Hannah Cho, Asst. Concertmaster
The Jean Bidwell Memorial Fund, Chair
Galen Kaup, Principal Second
Carol Robinson, Chair
Danut Muresan, Asst Principal Second*
John & Ester Dick, Frank & Sue Matthews, Chairs
Kathleen Beard*
Bogdan Chruszcz*
Liz Erikson Marnul, Chair
Rachel Cox*
Mary Daley Jacobs, In Memory of Robert R. Jacobs II
Dan Danielson
John DiPuccio*
Kasia Dolinski*
Joan Eaton**
Ariel Eliot
Junqi Tang
Dajiang Qi*
Dana Tolan
Baoling Xu*

Viola

Courtney Filner, Principal
Jean Phelan, Asst. Principal
Rosalind Greene*
Steven Grant
Mr. & Mrs. Christopher Knowles, Chair
Greg Lane*
Gail Picha
Shawn Snider

Cello

Susannah Kelly, Principal
Ruth & Robert Diefenbach, Chair
Antonio Innaimo, Asst. Principal
Troy Chang
Julie Cornwall***
Stephen & Charlotte Qua, Chair
Scott Crowley
Stephen & Charlotte Qua, Chair

Cello (Cont'd)

Lyle Lamboleay
Carolyn H. Wilson, In Memory of Andrew N. Wilson, Chair
Rocio Mendoza-Silva

Bass

Alex Albanese, Acting Principal***
Muriel Manpel, Chair
Ariadna Barbe-Villa*
T.J. Glowacki*
Hideki Sunaga*

Flute

William Larsen, Principal***
G. Donald & Joan Calder, Chair
Beth Larsen**
Angela Massey

Oboe

Dione Chandler, Principal*
Jerry Havill, Chair
Shane Wedel
Katherine Caldwell, Chair
Jeff Apana

Clarinet

Michael Forte, Principal**
John & Esther Dick, Chair
Scott Ellington*
Dr. Thomas & Linda Loglo, Chair
Stacey McColley**

Bassoon

Michael Ellert, Principal**
Scott Radloff*
Charles B. Munsch, Chair
Louis Nanson*

French Horn

Gene Berger, Principal
John & JoAnn Votaw, Chair
Sharon Janezic
Jennifer Masciulli*
Mary M. Laurel, Chair
Christopher Allen*
Madison Allen

Trumpet

Kris Marshall, Principal *
Rev. Gary & Christine LaCroix, Chair
Forrest Sonntag
Alan Evans***
Georia Haigh, In Memory of Joseph F. Haigh, Chair
John Copella
Natalie Pillion, Chair

Trombone

Richard Harris, Principal++
Maciej Pietraszko

Tuba

Tom Kracmer, Principal**
Muriel Freedman, In Memory of Gabriel Freedman, Chair

Percussion

Todd Betz, Principal**
Don and Jane King, Chair
Isaac Fernández Hernández
John Patton
Carol & Jim Edmier, Chair

Timpani

Tom Suta, Principal**

Harp

Kay Kemper, Principal**
Richard & Linda Devlin, Chair

Keyboard

Pricilla Navarro, Principal
Robert & Jeanne Fuchs, Chair

++ Leave of Absence 2014-15 Season
* 10+ years
** 20+ years
*** 30+ years



APPENDIX B

Personal Service Agreement
June 15, 2014

This Personal service agreement (PSA) for the 2014-2015 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 2014-2015 season.
2. Position, Status and Compensation Offered.
a. Position-
b. Status-
c. Fee Per Service- \$115.00 Compensation - Musicians will be paid by the Personnel Manager or designated agent at the final performance of each series or by the 15th or 30th 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

Please Check here if any contact information is new City, State, zip code

ACCEPTED BY SWFLSO: Date

WORK DUES CHECK-OFF AUTHORIZATION

I hereby voluntarily authorize and direct the Southwest Florida Symphony Orchestra (hereinafter SWFSO) 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 SWFSO 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: _____

Additional Services	7
APPENDIX A	23
APPENDIX B	24
ATTENDANCE, EXCUSED ABSENCES AND LEAVES	8
Audition Announcements	4
Audition Committee	3
Audition Compensation	17
Audition Procedure	4
Audition Requirements	4
Audition Schedule	3
AUDITIONS	3
BASIC ORCHESTRA	2
COMPENSATION	16
CONDUCTOR SEARCH	18
Doubling.....	17
DRESS CODE	19
DUES CHECK-OFF	1
ENGAGEMENT OF MUSICIANS	5
EXECUTIVE DIRECTOR SEARCH AND BOARD MEMBERSHIP	19
GRIEVANCE AND ARBITRATION	11
MANAGEMENT RIGHTS	20
Music	14
NOTICE	20
Outdoor Concerts	14
Payment	18
Peer Review Committee	10
Personal Service Agreements.....	2, 5
PROBATION	9
RECORDING	15
Schedule Changes	8
SERVICES	12
Substitute and Extra Musicians.....	6
TERM OF THE AGREEMENT	1
TERMINATION, DEMOTION, DISCIPLINE	10
Tolls	18
TOUR CONDIIIONS	20
Travel Compensation	18
UNION ACCESS	1
Union Recognition	1
WORKING CONDITIONS	13