

MASTER AGREEMENT

between

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



AND

SOUTHWEST FLORIDA SYMPHONY ORCHESTRA INC.



FOR SEASONS

2017-19

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MASTER AGREEMENT

This AGREEMENT made this 21st day of September, 2017 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, 2017 to and including September 30, 2019.

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 - Management will notify musicians applying for employment of the existence of this Collective Bargaining Agreement and of the Union's status as sole collective bargaining representative of the Musicians covered by this Agreement.

2.3 - 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. The following minimum string counts shall serve as guidelines:

- 1. Masterworks 12-10-7-7-5
- 2. Pops/YPC 8-8-6-5-3
- 3. Small Stage 6-6-4-4-2

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

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. Management will notify the Union and Orchestra Committee Chair of all vacancies in the Orchestra whenever they occur.

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. If Principal and section openings occur for the same instrument, the Principal audition shall be held first, and the section audition shall follow on another day. 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 the position may be appointed by the Music Director in consultation with the Audition Committee for a one-year position, or to finish out a season. 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 minimum 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. Two (2) 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. Ads for the *International Musician* shall be submitted to the President of the Local or his/her appointed representative for approval at least one week before being submitted for publication. Such ads will be deemed approved by the Union unless a written request for changes is received by Management within two business days after being submitted for approval. 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.

Information sent to candidates prior to the audition shall include which position is being offered, the number of services typically offered to that position, the minimum guarantee of services, travel pay, attendance policy, and most current season rehearsal schedule.

The statement: "The Audition Committee reserves the right to dismiss immediately any candidate not meeting the highest professional standards," shall be included in information sent to all applicants.

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. Current section players or finalists from previous auditions for the same position may choose to automatically be placed in the 2nd round of auditions, which shall be screened. Candidates shall be renumbered to ensure anonymity. Screens for final auditions may be removed upon mutual agreement of a majority of the audition committee and the Music Director. However, if any finalist candidate is a current SWFLSO member, or if the Union Representative so advises, screens shall not be removed.
- d. No member of the Audition Committee may use a cellphone or any other electronic device to make a call, email, or text when a candidate is present. There will be no talking by committee members while the candidate is present, except to provide specific instructions to the candidate.

- e. Apart from the Audition Committee, a Union representative, a management representative, or an audition proctor, no other people will be allowed in the audition room while auditions are being conducted. Media Interviews with the Music Director may be held in an area completely separate from the audition area.
- f. Sixty (60) minutes of warm up time and space will be provided for all candidates, of which at least twenty (20) of those minutes will be in a private space. At least fifteen (15) minutes of break time shall be provided between rounds of the audition. Appropriate chair(s) and a music stand shall be provided for all candidates for all instruments in both the warm-up rooms and the audition room.
- g. 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.
- h. 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.
- i. If the screens have been removed but 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.

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. Members of the orchestra who are anticipating taking the audition may not be involved in choosing repertoire. 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, the Music Director and the appropriate Audition Committee shall consult freely among themselves regarding the evaluation of these finalists, and a probationary contract may be awarded to one (1) of

them. In the event that the members of the Audition Committee unanimously oppose the decision of the Music Director, that candidate shall not be hired. 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.
- e. A runner-up may be chosen who may be offered the position up to one season (or more, with the approval of the Audition Committee) after the conclusion of the audition, should the winner of the audition be unable to fulfill the offered contract.

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 1st prior to the commencement of each season.

a. PSA shall contain:

- i. The specific position/instrument for which the musician is hired
- 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, the string Principal musicians shall meet with the Music Director to reach agreement on the hiring order for their respective sections prior to each season for the balance of the term of this Agreement. Principals may also update their lists following any changes in personnel in their sections due to auditions or resignations.

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 suitable section members including those on 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 notification from the Personnel Manager by either email, mail, phone, or fax specifying the times, dates, and places of Services and the required dress. This initial contact will be followed by a 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. If a musician is cancelled from a service, the musician will still receive service credit towards their attendance requirement.

7.8 - Musician Cancellation - Any musician unable to perform a service originally accepted on the ISO 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.

2017-2019

21 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. Announcements should be made within the call time frame.

- a. Call time is 5 minutes prior to the beginning of any service.
- b. Musicians not in their chairs and ready to play at the scheduled beginning of the service or after break 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 2017-2018 season and thereafter for the term of this agreement, musicians shall accept and perform a minimum of forty-five percent (45%) 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 20) 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 and Parental)

- a. 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. After taking a sabbatical leave, three (3) more years must pass before another leave may be taken.
- b. Parental Leave - Any tenured musician shall be granted parental leave without pay for up to six (6) months, if he/she so requests. Extensions for cause may be granted in extenuating circumstances.
- c. During a tenured musicians' Leave of Absence, he/she may perform as a substitute/extra player and shall be compensated as stated in section 15.2.1. Principal musicians on leave shall substitute or play extra as a section player in this case, unless a substitute is needed for the Principal position.
- d. A musician on any Leave of Absence will not be subject to the attendance policy.
- e. Notification - Musicians taking a leave of absence shall so notify the SWFSO in writing (as set forth in Article 20 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 discretion of the Music Director, in consultation with the section Principal, a second year of probation may be required. A probationary musician not receiving written notice of non-renewal or extension of probation by midnight of the day of the last Masterworks service in April, 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 March 1st, 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 any time 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 (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 thirty (30) 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 dress rehearsals and performances 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. The music director may not conduct any rehearsals in the main rehearsal space with a section during an official orchestral break. If musicians are requested to rehearse during normal break time, their break will be scheduled at another time during the service.

12.5 - Youth and 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 two and three quarters (2 ¾) hours. Every effort will be made to ensure that the concerts conclude within two and a half (2 ½) 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, two and three quarters (2 ¾) hours in the case of educational concerts, or three (3) hours in the case of ballet or opera dress rehearsals and 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.

12.10 – Any musician may agree to perform without compensation, or at a reduced rate, a voluntary service in support of a community initiative or the financial well-being of the orchestra – e.g., disaster relief concert, chair sponsor concert, fundraiser. A musician who performs such services will receive service credit towards their attendance minimum, but said services will not count toward their seasonal service total.

Article 13 - WORKING CONDITIONS

13.1 - The indoor temperature of all services shall be between 68 degrees and 79 degrees. At least one thermometer shall be centrally located within performance area and monitored by a member of the orchestra committee. 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. Notwithstanding, Article 13.8 shall apply.

13.2 - The SWFSO shall ensure 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 or double stand lights shall be made available to any musician upon request.

13.3 - The SWFSO shall ensure that there are suitable chairs of a standard height and music stands at rehearsal and concert venues. Sufficient tables and chairs in the backstage area shall be provided for musicians to unpack instruments and store cases at all rehearsals and concerts.

13.4 - The SWFSO shall ensure 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 - Any complaints with respect to the aforementioned matters shall be discussed, and if possible, resolved, between the Union Steward and representatives of the Association, at least one of whom shall be present at all Concerts or Rehearsals.

13.10 - Music

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

13.10.1- Music (including correct bowings for string players) along with a program page 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. A Program page will also be provided inside each folder on each musician's stand. Bowings in the music must be legibly marked, and if sent by pdf, music must be scanned to be uniform in page orientation and suitable for reading on an electronic device.

13.10.2- 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.

13.10.3 - 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.

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

13.11 - Musicians shall also be provided a rehearsal schedule, maps, a payroll schedule and a roster of orchestra personnel from the Personnel Manager no less than 2 weeks prior to the first rehearsal of each series. The rehearsal order for each Pops Series shall be provided 2 days prior to the first rehearsal. The musicians shall be notified about any additions or substitutions to the repertoire (i.e. encores) made after fourteen (14) days before the first rehearsal for a concert series.

13.12 - The SWFSO shall be tuned at the pitch of A 440.

13.13 - Tuning shall commence at the time of the scheduled beginning of each rehearsal.

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

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

13.16 - There shall be no stand by stand or individual by individual rehearsing of sections strings except as per score requirements

13.17 – 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 and chamber orchestra services, including opera, ballet and educational services

PER SERVICE RATES

2017-18	2018-19
\$135.00	\$140.00

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
- Assistant Concertmaster
- First Chair Violin II
- First Chair Viola
- First Chair Cello
- First Chair Bass
- Flute I
- Bassoon I
- Trumpet I
- Horn I
- Trombone I
- Principal Tuba
- Principal Keyboard
- 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 and Toll Reimbursement: Musicians will be reimbursed at the following rates for driving expenses from their home address of record to the farther of the Barbara Mann Performing Arts Center or other service location, once for each concert series. One-way trip mileage shall be calculated using commercially available software. Tolls will be reimbursed based on actual tolls paid by musicians to attend a service within Lee County, Florida. To receive these expense reimbursements by the end of the concert series, musicians shall submit written requests to the personnel manager no later than three days in advance of the first rehearsal of a concert series and such other documentation as is reasonably required by SWFLSO to establish the reimbursements as non-wage payments under applicable IRS rules. Reimbursement requests made after 3 days prior to the first rehearsal will be paid to the musician on the next payroll cycle.

2017-2019

50-99 Miles \$40.00

100-149 Miles \$81.00

150 Miles Plus \$120.00

15.8 - 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, which shall be no more than \$50.00 per night, 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.

15.9 - 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.

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

Harp
Timpani

Percussion
Contrabassoon

15.11 - 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.

15.12 Free and sufficient parking shall be provided for all musicians for all services at all venues. If parking costs are incurred, musicians will present a request for reimbursement to the Personnel Manager.

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 - The SWFLSO will submit a written request, using the letter in Appendix C, to the Orchestra Committee for an evaluation. 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. The SWFLSO will submit a written request, using the letter in Appendix C, to the Orchestra Committee for an evaluation.

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 or $\frac{3}{4}$ 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, White, long-sleeved shirt, long dark tie.

Women - Long, solid black dress or long, solid black skirt and solid black top with full or $\frac{3}{4}$ 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.

18.5 Concerts involving a pit orchestra require musicians to wear long-sleeved or $\frac{3}{4}$ length sleeved all black attire for both men and women unless otherwise specified by the Personnel Manager.

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

(239) 418-0996

(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 is the Southwest Florida Symphony office unless otherwise mutually agreed upon.

21.5- Musicians who drive to the engagement because of their location, large instrument, etc. shall be reimbursed at the travel rate agreed upon in Article 15.7 for that engagement.

21.6- Hotels must be 3 star/diamond or above as rated by AAA; 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.

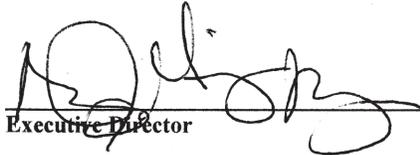
Article 23 - FORCE MAJEURE

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

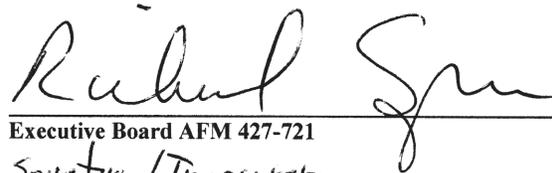
Dated this 3rd day of February, 2017

For the SWFSO:



Executive Director

For the Union:



Executive Board AFM 427-721
Secretary/Treasurer

APPENDIX A

Violin

Reiko Niiya - Concertmaster
Hannah Cho - Asst. Concertmaster
Galen Kaup - Principal Second
Gabriela Pena-Kim - Asst. Principal Second
Renata Arado
Katherine Baloff
Kathleen Beard
Rachel Cox
Bogdan Chruszcz
John DiPuccio
Kasia Dolinski
Joan Eaton
Ariel Eliot
Nora Lastre
Monica Re Martin
Dajiang Qi
Yaesolji Shin
Fiona Studebaker
Yordan Tenev
Dana Tolan
Dilyana Tsenov
Baoling Xu

Viola

Courtney Filner – Principal
Jean Phelan - Asst. Principal
Rosalind Greene
Greg Lane
Yael Senamaud
Shawn Snider
Vacant

Cello

Troy Chang - Principal
Antonio Innaimo - Asst. Principal
Scott Crowley
Christopher Glansdorp
Trace Johnson
Susannah Kelly
Lyle Lamboley

Bass

Scott Davis - Principal
Alex Albanese- Asst. Principal
Ariadna Barbe-Villa
T.J. Glowacki
Hideki Sunaga

Flute

William Larsen - Principal
Beth Larsen
Angela Massey

Oboe

Dione Chandler - Principal
Shane Wedel
Jeff Apana

Clarinet

Michael Forte - Principal
Scott Ellington
Stacey McColley

Bassoon

Michael Ellert - Principal
Scott Radloff
Louis Nanson

French Horn

Gene Berger - Principal
Sharon Janezic
Jennifer French
Christopher Allen
Katie Loesch

Trumpet

Kris Marshall - Principal
Arthur Zanin
Alan Evans
John Copella

Trombone

Vacant - Principal
Maciej Pietraszko
Christopher Brown

Tuba

Tom Kracmer - Principal

Percussion

Todd Betz - Principal
Isaac Fernández-Hernández
Vacant

Timpani

Tom Suta - Principal

Harp

Kay Kemper - Principal

Keyboard

Dean Zhang - Principal



APPENDIX B

Personal Service Agreement
Date

This Personal service agreement (PSA) for the 2017-2018 Season is made and entered into by and between the Southwest Florida Symphony Orchestra (SWFLSO) and 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 2017-2018 season.
2. Position, Status and Compensation Offered.
a. Position-
b. Status-
c. Fee Per Service- \$xxx.xx Compensation – Musicians will be paid by the Personnel Manager or designated agent at the final performance of each series.
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

Dear SWFLSO Orchestra Committee:

This letter shall confirm our request for the conductor evaluation results for (NAME OF CONDUCTOR(S)).

We request this data for the purpose of (STATE YOUR PURPOSE). We promise to make no other use of this material than that set forth herein, and we understand that it is given to us on that basis only.

We agree that we will not show the material, nor reveal its contents, to anyone outside the management and board of this organization, including the media, nor will copies be made of this data.

In the event that you, or the Union, suffer any loss or damage as a result of our breach of the above assurances, we agree to indemnify and hold you harmless therefore.

Very truly yours,

(ORCHESTRA MANAGEMENT)

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:

SIDE LETTER ABOUT ACCOMMODATIONS

SIDE LETTER AGREEMENT

November 10th

This SIDE LETTER AGREEMENT, dated ~~October~~ 6, 2017, is between THE AMERICAN FEDERATION OF MUSICIANS, FLORIDA GULF COAST LOCAL 427-721 hereinafter referred to as "THE UNION," and THE SOUTHWEST FLORIDA SYMPHONY ORCHESTRA, INC. hereinafter referred to as "SWFLSO"

The Parties agree as follows:

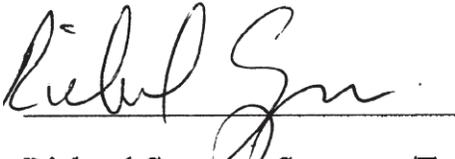
During the 2017-2018 season a committee shall be formed to determine the best means of providing single rooms for the 2018-2019 season for those musicians who request them and are living at least fifty (50) miles away from the Barbara Mann Performing Arts Center. This committee shall include at least three (3) musicians appointed by the Orchestra Committee and at least two (2) representatives of the SWFLSO staff and/or Board of Directors.

This committee will meet at least once prior to November 15th, 2017 to establish a schedule for future meetings, and a system for reporting in writing back to the Orchestra Committee.

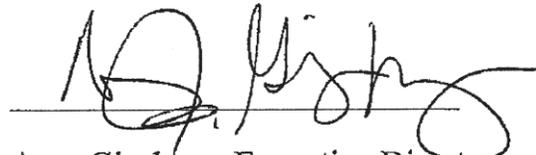
A proposed amendment to Article 15.9 – Additional Accommodations shall be presented for ratification by the end of the 2017-18 season.

AFM LOCAL 427-721

SOUTHWEST FLORIDA SYMPHONY ORCHESTRA, INC.



Richard Sparrow, Secretary/Treasurer



Amy Ginsburg, Executive Director

Dated : 11-20-17

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