



COLLECTIVE BARGAINING AGREEMENT

2023 / 2024 SEASON
2024 / 2025 SEASON
2025 / 2026 SEASON



Florida Gulf Coast Local 427-721

**SARASOTA ORCHESTRA
COLLECTIVE BARGAINING AGREEMENT**

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COLLECTIVE BARGAINING AGREEMENT

- I. THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into, by and between the Florida West Coast Symphony, Inc. d/b/a Sarasota Orchestra, a not-for-profit corporation, organized and existing under the laws of the State of Florida and hereinafter referred to as "Sarasota Orchestra" or "Employer," and the AMERICAN FEDERATION of MUSICIANS (AFM), Florida Gulf Coast Local 427-721, hereinafter referred to as "the Union."
- II. Except as otherwise limited by the Collective Bargaining Agreement, Sarasota Orchestra reserves and retains, solely and exclusively, all the inherent rights, privileges, powers and prerogatives of management of the business.
- III. Except as otherwise limited by the Collective Bargaining Agreement, the Music Director shall have full artistic control of all performances and rehearsals.
- IV. The Musicians shall elect a five-member Artistic Advisory Committee (AAC). The AAC will serve in an advisory role on musical and artistic matters. The AAC will meet with the Artistic Staff, to include the Music Director and the Artistic Administrator, at least two (2) times per season at a time(s) and place(s) that shall be mutually agreed upon by all parties. The Chair of the AAC and the Artistic Administrator shall coordinate the dates and agenda for these required meetings. Either the AAC or the Artistic Staff may call a third or additional meetings as circumstances may warrant. Committee members and all present will be free to discuss and consider any and all artistic matters as advisors, and nothing said in the meetings shall abrogate the terms and conditions of this Agreement. Such meetings may include discussion of repertoire, scheduling, venue and anything that may be interpreted in the broadest sense as having artistic implications, but may not include discussions or evaluations of the performance of other Musicians or staff members. The Chair of the Artistic Advisory Committee shall serve in an advisory role to the Artistic staff in the review of orchestra broadcasts as determined by Section 4.19.A.2.

At least one-third (1/3) of the Committee designated by the Chairman of the Board of Directors of Sarasota Orchestra to select a Music Director shall be Musicians including the Concertmaster. Musicians, other than the Concertmaster, shall be chosen by the AAC. Three members of the AAC and the Concertmaster shall serve on the Committee designated by Sarasota Orchestra in the selection of staff conductors. The Concertmaster shall not serve on either committee in their last season of employment.

- V. It is the policy of Sarasota Orchestra to provide equal opportunity in employment to all employees and applicants for employment as protected by Federal, State, and Local law. No person is to be discriminated against because of race, religion, color, sex, sexual orientation, gender identity, marital status, age, national origin, disability, or union activity. Sarasota Orchestra is committed to providing equal employment opportunity to qualified individuals with physical or mental disabilities in accordance with the federal Americans with Disabilities Act, the Florida Civil Rights Act and applicable local law. Upon request, the Sarasota Orchestra will provide reasonable accommodation to the extent required by law, to enable disabled individuals to perform the essential functions of their position and to enjoy the same benefits and privileges of employment as are enjoyed by employees without disabilities. Requests for accommodation should be directed to the Sarasota Orchestra Director of Human Resources.
- VI. Should the position of Music Director become vacant during the term of this Collective Bargaining Agreement, Sarasota Orchestra, after consultation with the Chairs of the Orchestra and Artistic Advisory Committees, may appoint an individual or individuals to perform those duties as may be required until a permanent successor is chosen in accordance with the provisions of this Agreement. Such an "Acting Music Director" shall not have authority to institute dismissal proceedings against a non-probationary Musician for artistic reasons (Reference Section 9.1). During the term of an Acting Music Director, any pending

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artistic dismissal cases against a non-probationary Musician shall be vacated. During the term of an Acting Music Director, the Probationary Musicians' Review process shall continue as per Section 8.2 and 8.3.

- VII.** This Collective Bargaining Agreement and any individual contracts executed in accordance with the provisions in this Collective Bargaining Agreement shall be the sole documents for determination of all Musician wages, hours, terms, and conditions of employment.

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UNION RELATIONS

- I. RECOGNITION:** Sarasota Orchestra recognizes the Union, AFM Florida Gulf Coast Local 427-721, as the sole representative and bargaining agent for all Musicians employed by the Employer in accordance with the certification of the NLRB. To the extent permitted by applicable law, the Musicians engaged under the provisions of this Agreement, at their own individual discretion, may be members of the AFM, and nothing herein shall be construed so as to interfere with any obligation such Musician may have to the AFM and the Local Union.
- II. WORK DUES:** Pursuant to a Voluntary Dues Check-Off Authorization Form, the Employer 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 Voluntary Dues Check-Off Authorization Form shall be irrevocable for a period of one (1) year or until the expiration of the current Agreement, whichever occurs sooner. This authorization shall automatically renew unless the employee gives written notice to the Union and the Employer within thirty (30) days of the expiration of the annual renewal date (October 1st). The Employer shall remit to the Union all monies deducted along with an itemization, by name and amount, of those Musicians for whom deductions have been made, no later than ten (10) business days following the conclusion of each pay period.
- III. ORCHESTRA MUSICIAN MEETINGS:** The Union and Orchestra Musicians will not conduct regular Union business meetings on any property owned, leased to, or under the control of Sarasota Orchestra. The Orchestra Committee may make a written request of Sarasota Orchestra to conduct Orchestra meetings before or after rehearsals or performances on property owned, leased to, or under the control of Sarasota Orchestra, provided that Sarasota Orchestra does not incur any additional expense. Approval of such request will be in writing, and will not be unreasonably denied.
- IV. NOTIFICATION OF REPRESENTATION:** Sarasota Orchestra will notify Musicians applying for employment of the existence of this Collective Bargaining Agreement and of the Union's status as the sole collective bargaining representative for the Musicians in the unit employed by Sarasota Orchestra.
- V. UNION STEWARD:** The Union Steward shall serve as liaison between the Local and the Employer, and shall be an ex-officio member of the Orchestra Committee.
- VI. NO DISCRIMINATION:** The Union and Sarasota Orchestra agree that the provisions of this agreement will be applied without discrimination because of sex, race, religion, disability, sexual orientation, gender identity, marital status, color, age, national origin, or Union membership/lack of Union membership of the Musician or prospective Musician. No provision of the Agreement is intended to violate or circumvent any local, state, or federal law or constitution.
- VII. COPIES OF THIS AGREEMENT:** This Collective Bargaining Agreement is between Sarasota Orchestra and the Union. A copy of it and any amendments to it will be given to each Musician by the Union or Sarasota Orchestra. Printing costs of this Collective Bargaining Agreement shall be shared equally by Sarasota Orchestra and the Union.

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1.0 ORCHESTRA AND NEGOTIATING COMMITTEES

- 1.1 DEFINITION:** Sarasota Orchestra recognizes a committee of Musicians (herein the “Orchestra Committee”) elected by the Musicians to assist the Union in the enforcement and administration of this Agreement. Sarasota Orchestra recognizes a committee of Musicians (herein the “Negotiating Committee”) elected by the Musicians to assist the Orchestra Committee and Union in the negotiation of this Agreement. Sarasota Orchestra shall not discriminate against any Musician as a result of their membership on the Orchestra or Negotiating Committees.
- 1.2 BYLAWS:** The Orchestra Committee shall place on file with Sarasota Orchestra a current set of Bylaws of the Symphonic Musicians of Sarasota. The Board of Directors of Sarasota Orchestra shall place on file with the Orchestra Committee a current set of Bylaws of the Board of Directors. Copies of any subsequent amendments to or revisions of the Bylaws of either group shall be provided to the other party within ten (10) days of passage of such amendments or revisions. Neither the Orchestra Committee nor Sarasota Orchestra will have the authority or attempt to effect change in the other party’s Bylaws.
- 1.3 ORCHESTRA COMMITTEE MEMBERSHIP:** The Orchestra Committee shall provide Sarasota Orchestra with a current list of Orchestra Committee members, including a list of Officers, within five days of their election. Members of the Orchestra Committee must be musicians and members of the Symphonic Musicians of Sarasota.
- 1.4 BOARD ACCESS:** The Chair of the Orchestra Committee shall receive a Board packet in advance of Board meetings. The packet shall include the agenda, financials, management report, Music Director report, auxiliary reports, and all other non-confidential materials provided to the Board for the scheduled meeting. The Orchestra Committee may submit a report to be included in the Board packet. Reports must be submitted ten (10) days prior to each Board meeting to be included in the packet. The Chair of the Orchestra Committee or designee is invited to attend Board meetings unless otherwise notified.

Sarasota Orchestra shall provide four (4) opportunities annually for the Orchestra Committee to address and have discussion with the Board of Directors. It is understood that the topics to be discussed will be provided in advance of the meetings. The Orchestra Committee Chair will coordinate, in advance, the scheduling with the Orchestra’s President and CEO.

If the Orchestra Committee requires additional opportunities to address and have discussion with the Board of Directors, the Orchestra Committee shall direct its request to the President and CEO or Chairman of the Board. Additional requests will not be unreasonably denied.

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2.0 DEFINITIONS

- 2.1 MUSIC DIRECTOR:** The person employed by Sarasota Orchestra to oversee the artistic functions of the corporation.
- 2.2 CONDUCTOR:** The person employed by Sarasota Orchestra to oversee and conduct at a specific concert or concert series.
- 2.3 PRESIDENT & CEO:** The person employed by Sarasota Orchestra to oversee the administrative functions of the corporation.
- 2.4 AGENT:** A person or persons empowered by the President & CEO to act on behalf of Sarasota Orchestra. If only Musicians are present at a scheduled service, said Musicians shall designate an Agent from Musicians present for the duration of that service. If only one Musician is present, that Musician shall serve as Agent for the duration of that service.
- 2.5 MUSICIANS' REPRESENTATIVE:** A Sarasota Orchestra Musician empowered by the Orchestra Committee to act on behalf of the Orchestra Committee.
- 2.6 MUSICIAN:** An instrumentalist who performs services as defined by this Agreement or Librarian who performs services as defined by this Agreement and/or set forth in the Librarians' Job Descriptions.
- 2.7 CORE MUSICIAN:** A Sarasota Orchestra salaried employee under contract on an annual basis. Such Musician shall be:
- A. RESIDENT ENSEMBLE MUSICIAN (REM): Musician who is a member of an established named group of two or more Sarasota Orchestra Musicians; currently the Sarasota String Quartet (SS4), Sarasota Wind Quintet (SW5), Sarasota Brass Quintet (SB5), and Sarasota Piano Quartet (SP4).
 - B. NON-REM: A Musician who is not a member of a Resident Ensemble, who performs Orchestra, Chamber, and other services as required by repertoire.
- 2.8 FULL ORCHESTRA MUSICIAN:** A non-core contracted employee of Sarasota Orchestra who performs specific services for Sarasota Orchestra, and who is paid for each service/series when rendered, per the terms set forth in this agreement.
- 2.9 NON-CONTRACTED MUSICIAN:** Such Musician shall be an employee and may be:
- A. SUBSTITUTE who has auditioned for Sarasota Orchestra and performs services as a replacement for a CORE or FULL ORCHESTRA Musician on an as-needed basis.
 - B. An EXTRA who performs services as required by repertoire.
- 2.10 CHAMBER MUSIC:** An ensemble consisting of one musician per part performed with or without conductor or designated leader.
- 2.11 WORK WEEK:** Seven consecutive days beginning at 12:01 am on Monday and ending at 12:00 midnight on Sunday.
- 2.12 CONTRACT PERIOD:** The number of contiguous weeks in which Musicians may perform services.

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- 2.13 SEASON:** The Season shall be defined as the same dates as the fiscal year of Sarasota Orchestra; currently August 1 through July 31, inclusive.
- 2.14 RUNOUT:** Any service, by the Orchestra or any Sarasota Orchestra Musician(s), farther than 35 miles, but less than 100 miles from the Orchestra Center, and not requiring an overnight stay.
- 2.15 DRESS REHEARSAL:** The rehearsal immediately prior to the first performance; or the one rehearsal of a series which is so designated due to extraordinary circumstances.
- 2.16 TECH REHEARSAL:** The rehearsal so designated, usually ballet, stage, film, or other multi-media production that usually precedes the Dress Rehearsal.
- 2.17 SOUND CHECK:** A thirty (30) minute sound check, beginning ninety (90) minutes or less before a scheduled performance and ending no less than thirty (30) minutes prior to the performance that it precedes (see 16.4.D for compensation).
- 2.18 IMMEDIATE FAMILY:** Shall be employee's spouse, significant other or domestic partner, children, step-children, parents, grandparents, grandchildren, siblings, mother-in-law, and father-in-law. (Not applicable to FML Provision).
- 2.19 NOTIFICATION DEADLINE:** For all clauses requiring a defined number of days' notice, the following procedure shall be observed by all parties:

Communications shall be sent by email so that the date and time stamp verifies that the email correspondence was sent by the deadline stated in the relevant clause. Any musician that does not have access to email shall notify the Sarasota Orchestra Personnel Manager so that an alternate method of communication can be established to satisfy notification deadlines.

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3.0 SERVICE DEFINITIONS

The following shall constitute One (1) Service:

- 3.1** One two and a half (2-1/2) hour Orchestra Rehearsal with one fifteen (15) minute break or one twenty (20) minute break (reference 4.10.C). Up to one (1) time per contract period, a video shoot may be scheduled during a dress rehearsal with twenty-eight (28) days' notice.
- 3.2** One Orchestra Performance of two and a half (2-1/2) hours or less including intermission(s).
- 3.3** One three (3) hour Italiana or Assieme, or Opera Dress Rehearsal, with one twenty (20) minute break or multiple breaks of not less than ten (10) minutes each.
- 3.4** One three (3) hour Ballet Orchestra, or Ballet Chamber Ensemble Dress or Tech Rehearsal with one twenty (20) minute break, or multiple breaks of no less than ten (10) minutes each, to accommodate scene, act, or stage changes. There shall be only one three (3) hour rehearsal per series; either the Dress or Tech may be so designated.
- 3.5** One Ballet Orchestra, Ballet Chamber Ensemble or Opera performance of three (3) hours or less including intermission(s). For the second performance service in one day, the actual time exceeding two and a half (2-1/2) hours will be compensated at overtime per Section 16.4.A.
- 3.6** Any combination of Rehearsals and Performances of Young Persons' Concert(s) or Youth Orchestra Side by Side concerts in the same building, of two and a half (2-1/2) hours or less including break.
- 3.7** A musical or educational engagement of two and a half (2-1/2) hours or less including break(s), at which a Musician or Musicians perform(s), coach(es) or present(s) as (a) representative(s) of Sarasota Orchestra.
- 3.8** One Rehearsal, not less than one hour and not more than two hours, for an Engagement (reference Section 3.7). Total number of rehearsals and length of each rehearsal to be approved by Agent of Sarasota Orchestra after consultation with Musician(s).
- 3.9** One Resident Ensemble Performance of two and a half (2-1/2) hours or less including intermission(s).
- 3.10** One two (2) hour Resident Ensemble Rehearsal with one ten (10) minute break. If some of the repertoire to be rehearsed excludes one or more members of the Resident Ensemble, the member(s) of the Resident Ensemble will receive credit for a service if they attend(s) at least sixty-five (65) minutes of the scheduled two-hour rehearsal.
- 3.11** One employee workshop or training session, not to exceed two (2) hours. Limited to four (4) per contract period. Workshop or training session shall be scheduled a minimum of twenty-eight (28) days in advance. The topic and description of the meeting shall be provided to the Orchestra Committee and the Union at least twenty-eight (28) days in advance.
- 3.12** Any performance, rehearsal and performance, or two performances, for an outreach activity, in the same location, not to exceed two and a half (2-1/2) hours including one fifteen (15) minute break.
- 3.13** One Performance as a Guest Artist with a Resident Ensemble, which has been approved by Agent of Sarasota Orchestra.

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- 3.14** One Dress Rehearsal of two and a half (2-1/2) hours or less, including break(s), for a Chamber Music Performance.
- 3.15** One Overnight for run-out of Resident Ensemble. Overnight to be approved in advance by Agent of Sarasota Orchestra.
- 3.16** Travel exceeding two hundred (200) miles round-trip for run-out by Resident Ensemble.
- 3.17** One performance at a funeral. Ensemble/Musician will receive one (1) performance service, but service shall not be considered in establishing “number of services in the week”, reference Section 4.4.
- 3.18** One performance of twenty (20) minutes or less at a Sarasota Orchestra donor event, without additional compensation, subject to Section 4.4.B.
- 3.19** Six (6) hours or less as a member of the Audition Committee for a Core or Full Orchestra position.
- 3.20** Up to two (2) times per contract period, a photo shoot may be appended to an existing service without pay. A video shoot shall count as one of the two (2) photo shoots. Each session shall conclude no later than sixty (60) minutes following the conclusion of the service. The sixty (60) minute segment shall include a fifteen (15) minute break immediately following the orchestra service. Substitutes and extras shall be excused from photo shoots upon request. Session(s) will be scheduled with twenty-eight (28) days’ notice. No musician shall be required to play longer than 10 minutes during these photo shoots.
- 3.21** Up to two publicity sessions (photo shoot) of sixty (60) minutes or less, of each Resident Ensemble shall be allowed without payment or service credit. Session(s) will be scheduled with 28 days’ notice.

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4.0 GENERAL WORKING CONDITIONS

4.1 ORCHESTRA RECOGNITION

- A. When a Musician performs with any ensemble billed as the "Sarasota Orchestra", the "Sarasota String Quartet", the "Sarasota Wind Quintet", the "Sarasota Brass Quintet", the "Sarasota Piano Quartet", "Members of the Sarasota Orchestra", or any other billing as would tend to associate such ensemble with Sarasota Orchestra, it shall be under the auspices of or with the approval of Sarasota Orchestra. When not under the auspices of Sarasota Orchestra, prior approval for any such usage of name must be obtained in writing from the President & CEO or Agent and should be submitted for consideration at least twenty-eight (28) days prior to proposed date of use. Reasonable requests of less than twenty-eight (28) days shall be considered.
- B. The registered Ensemble name shall be used only when there are no substitute personnel, unless approved by Sarasota Orchestra. When the current contracted players of any Resident Ensemble perform together as an ensemble with the same instrumentation, it shall be considered a performance of the Resident Ensemble of Sarasota Orchestra, unless that performance takes place outside the regular contract period as defined in Section 2.0. Use of Sarasota Orchestra Resident Ensemble name, publicity materials, and/or music for such performance(s) shall be subject to the approval of Sarasota Orchestra.

4.2 CONTACT INFORMATION

Musicians shall inform the Personnel Manager of any contact information updates. The mailing address, email address and telephone number(s) of record shall serve as methods of communication. During the season, Core Musician mailboxes may also be used for distribution of duplicate information.

4.3 SCHEDULES

- A. **PRELIMINARY ORCHESTRA CALENDAR:** Prior to March 31st of the current season, a calendar of orchestra services for the next Contract Period shall be sent to the Musicians with their contract for the corresponding season. Hard copies of the calendar will be mailed upon request. Calendar shall include date, time, location, and nature of service. Additionally, program and instrumentation (to the extent possible) shall be included.
1. Prior to May 1st Sarasota Orchestra shall send Letters of Commitment to contracted Full Orchestra Musicians, engaging said Musician(s) for specific services (series) as referenced in the Preliminary Orchestra Calendar. An updated Preliminary Orchestra Calendar shall be emailed to all contracted Musicians prior to May 1st. Any orchestra service that is not confirmed shall be listed in the Orchestra Calendar as "To Be Confirmed" (TBC). Sarasota Orchestra shall also include repertoire with instrumentation (including string count) for which this information is available.
 2. Full Orchestra Musician(s) receiving a Letter of Commitment shall respond in writing by June 1st, indicating those services for which they are available.
 3. Full Orchestra Musicians shall, in good faith, make timely disclosures to the Personnel Manager if they become unavailable.
- B. **ORCHESTRA CALENDAR:** By August 10th of the current season, Sarasota Orchestra shall provide Musicians with the Orchestra Calendar for all Orchestra services for the next Contract Period. This Calendar shall include date, time, location, and nature of service. Information regarding program and instrumentation (including auxiliary instruments) for orchestra services (for which this information is available) shall accompany the Orchestra Calendar. This will be the official Orchestra Calendar for the season. Changes from the Preliminary Calendar shall be clearly indicated. This calendar will be emailed to Musicians; hard copy calendars will be mailed upon request.

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C. SCHEDULE CHANGES:

1. At least twenty-eight (28) days' notice shall be given to Musicians for added, cancelled, or rescheduled services. All notices referenced in sub-paragraph 4.3.C must include email notification when changes are made to services for full orchestra, chamber orchestra or chamber ensembles other than Resident Ensembles. Musicians are encouraged to check the Musician Portal once a week.
 - a. CORE MUSICIANS- Services may be added with twenty-eight (28) days' notice with no additional compensation.
 1. Musicians shall receive contracted remuneration, to include doubling for any service or sound check cancelled with less than twenty-eight (28) days' notice.
 2. Any service or sound check designated in the Official Orchestra Calendar as a HOLD shall be fully compensated unless cancelled with twenty-eight days' notice.
 - b. FULL ORCHESTRA MUSICIANS – In the event that an entire concert series is cancelled, Sarasota Orchestra may release Full Orchestra Musicians without pay, with a minimum of twenty-eight (28) days' notice. No cancelled service shall count toward a service guarantee. After publication of the Orchestra Calendar (August 10th), if Sarasota Orchestra releases a Full Orchestra Musician from an individual service or services due to repertoire requirements, Full Orchestra Musicians shall receive full pay and credit for the service(s).
 1. Musicians shall receive contracted remuneration, to include doubling, for any service or sound check cancelled with less than twenty-eight (28) days' notice.
 2. Any service or sound check designated in the Official Orchestra Calendar as a HOLD shall be fully compensated unless cancelled with twenty-eight days' notice.
 - c. Sarasota Orchestra shall not pay travel, cartage, or other associated costs when Musician is released from a service with remuneration or service credit.
2. Musicians shall be notified, per terms of Section 4.2, at least twenty-eight (28) days before the service date, of any service which has been scheduled during the first twenty-eight (28) days of the contract period, for which no prior notice has been given.
3. Notice of any other changes with less than twenty-eight (28) days' notice (including program, dress code, and instrumentation) shall be communicated immediately to the affected Musician(s) and the Orchestra Committee as they occur and shall be implemented upon mutual agreement of Sarasota Orchestra, the affected Musician(s), and/or the Orchestra Committee. Resident Ensemble changes shall not require Orchestra Committee notice.
4. Musicians shall give Sarasota Orchestra written notice of service unavailability at least twenty-eight (28) days in advance of the first service of a series.
5. Time changes of thirty (30) minutes or less may be made with seven (7) days' notice.
6. The Musicians may, for the mutual benefit of the Musicians and Sarasota Orchestra, perform a service with less notice than prescribed in Section 4.3.

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- a. Such an agreement shall require an 81% approval vote of the Musicians contracted for that specific series.
- b. Any absence by a Musician contracted for that series from a re-scheduled or new service shall be considered excused. In this instance, Musicians shall not be paid for the service.

D. CORE MUSICIAN SERVICE SCHEDULES

1. No performance shall be contracted during the first four (4) days of the contract.
2. It is expected and required that all contracted Core Musicians be available to perform any services, including rehearsals and concerts, which may be scheduled during the inclusive dates of their respective contracts.

4.4 SERVICES

Musicians shall perform no more than two (2) services per day and no more than eight (8) services per week, with the following exceptions:

- A. Sarasota Orchestra may schedule a maximum of three (3) non-consecutive nine (9) service weeks in any one season.
- B. One time per contract period a Core Musician may be scheduled for one performance at a Sarasota Orchestra donor event, reference Section 3.18, in excess of the weekly service count limits set forth in Section 4.4.A. When the service is in excess of service limits set forth in Section 4.4.A, the Musician shall receive extra compensation at their regular per service rate for the extra donor service.
- C. On a two-service day, with the exception of Young Persons' Concerts, Youth Orchestra Side By Side Concerts, and Family Concert performance days, there shall be a minimum interval of two (2) hours between the two services. An interval of less than two (2) hours may be approved by mutual consent of Sarasota Orchestra and the Orchestra Committee.
- D. The first day of Young Persons' Concert performances may include up to two (2) orchestra concerts (one [1] service) plus one (1) rehearsal service. This rehearsal may not exceed 1-1/4 hours. In this case, the total number of accrued services shall be two (2).
- E. There shall be one day of rest per Musician each work week on which no service or travel is required. This day of rest shall be on Monday whenever possible. In the event that scheduling will not permit one day off, the following work week shall include two (2) non-service days. No more than ten (10) consecutive days of work shall be scheduled without a day of rest.
- F. Every effort will be made to schedule no more than two (2) consecutive double service days. There shall be no scheduled overtime on double service days. This section does not apply to auditions.
- G. Sound Checks shall begin ninety (90) minutes or less before the scheduled concert, shall be limited to thirty (30) minutes, and must end by thirty (30) minutes prior to the performance.
- H. After publication of the Orchestra Calendar (August 10th), Sarasota Orchestra shall not add any service prior to 10:00 am without approval of the Orchestra Committee. Such approval will not be unreasonably denied.
- I. Sarasota Orchestra and the Union shall engage in dialogue and seek possible solutions in the event special, mutually beneficial performance opportunities arise which may necessitate variance from the

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above requirements. In the event of such an agreed upon variance, mutually agreeable additional compensation and/or other consideration to the affected Musicians may be required.

4.5 OFFICIAL CLOCK

For all orchestra rehearsals, Sarasota Orchestra shall have an Official Clock in an appropriate place, visible to Musicians and Conductor. Sarasota Orchestra shall have an official offstage clock at all concerts.

4.6 REHEARSAL AND CONCERT CALL

- A. Musicians shall be in their chairs or in place at least five (5) minutes before the scheduled start time. This advance time shall not be included in the service time and shall not be considered overtime.
- B. Announcements, when necessary, by Sarasota Orchestra or Orchestra Committee will be given during the two-minute period prior to a rehearsal or after the full intermission.
- C. The tuning "A" will be given at the commencement of the scheduled service.
- D. If a Musician is not required to perform all repertoire for a rehearsal, they shall be required to arrive at the rehearsal thirty (30) minutes prior to the rehearsal time for the repertoire in which they are required to perform and be ready to play as early as fifteen (15) minutes before the posted rehearsal time. Even if a Musician is not required to perform all repertoire for a concert, they are nevertheless required to arrive fifteen (15) minutes prior to the scheduled start of the concert (regardless of when Musician is required to play in performance); unless an alternate arrival time has been approved by an Agent of Sarasota Orchestra.
- E. Each Chamber Ensemble member shall receive information including time, location (directions), length of performance, attire, equipment to be supplied by musicians and onsite contact at least twenty-eight (28) days prior to the date of performance. Musician will arrive at least fifteen (15) minutes prior to the start of the service.

4.7 TARDINESS

Any Musician arriving late for a scheduled service will be considered tardy.

- A. For each quarter hour of unexcused tardiness, or fraction thereof, the Musician will forfeit an amount equal to one-tenth of their Service Deduction rate (reference Section 15.2). That amount will be deducted from the Musician's remuneration. It is the Musician's responsibility when possible, to confirm with the Agent the actual arrival time prior to assuming their seat in the orchestra. Otherwise, Musician shall confirm arrival time with the Agent at the next break or intermission. If late arrival would be disruptive to the rehearsal or performance, Musician shall be seated only at an appropriate time.
- B. Tardiness will be excused when the circumstances are clearly beyond the control of the Musician.
- C. Musician shall be notified of tardiness on each occasion of lateness. Habitual unexcused tardiness shall be defined as more than three (3) occurrences in one season, which constitutes grounds for discipline up to and including dismissal.

4.8 TUNING

- A. The official pitch of Sarasota Orchestra is A = 440.
- B. Sarasota Orchestra will make every reasonable effort to ensure all pianos used in performances of Sarasota Orchestra are tuned to A = 440.

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4.9 REHEARSAL ORDER

The order for the rehearsal, with start and end times for all repertoire and breaks, will be posted by all available means no later than twenty-four (24) hours prior to that scheduled rehearsal. Conductor will adhere to the order except for situations where repertoire, soloist, or other circumstances may necessitate change in rehearsal order. Changes of more than thirty (30) minutes must be approved by the Orchestra Committee. In the event such circumstances necessitate a change in rehearsal order and all required Musicians are not present (reference Section 4.6.D), said Musicians will be exonerated from penalty.

4.10 REHEARSAL BREAKS AND PERFORMANCE INTERMISSIONS

All rehearsal breaks shall be a minimum of ten (10) minutes and all performance intermissions shall be a minimum of fifteen (15) minutes.

- A. The fifteen (15) minute break for a 2-hour or 2-1/2-hour orchestra rehearsal shall begin no later than after eighty (80) minutes of rehearsal.
- B. The twenty (20) minute break for any 3-hour orchestra rehearsal shall begin no later than after ninety (90) minutes of rehearsal, or the rehearsal may incorporate multiple breaks (at least two) of no less than ten (10) minutes each.
- C. On double service days, all breaks or intermissions at both services shall be 20 minutes. The break at a second three (3) hour rehearsal in one day shall be 25 minutes.
- D. If double overtime (thirty [30] minutes) is called for at the end of a 2-1/2-hour orchestra rehearsal, the affected Musicians, by a simple majority vote, may elect to have the five (5) minute pause prior to, or at the end of, the second fifteen (15) minute overtime segment.
- E. Multiple breaks, of no less than ten (10) minutes each, for a 3-hour Ballet Dress or Tech Rehearsal shall be called as referenced in Section 3.0.
- F. The Personnel Manager or Agent shall announce a five (5) minute call prior to the end of the orchestra break/intermission in the immediate warm-up and performance area(s). With the exclusion of outdoor services, the five (5) minute call will be made only inside.
- G. No Musician shall be required to rehearse longer than eighty (80) consecutive minutes during a 2-1/2-hour rehearsal, and no more than ninety (90) consecutive minutes during a 3-hour rehearsal.
- H. If a total performance does not exceed ninety (90) minutes, an intermission is optional.
- I. If a total rehearsal does not exceed ninety (90) minutes, a break is optional.
- J. In the event repertoire requires musicians to perform longer than ninety (90) consecutive minutes, musicians shall be compensated at a rate of \$10.00 for each ten (10) minute increment or portion thereof. There shall be a maximum number of two (2) increments.

4.11 SEATING CHANGES

All seating changes will be determined by the Music Director after consultation with the Concertmaster or the appropriate Principal Player. Such changes will not include titled chairs, unless done on a temporary basis in connection with the tenure review of a section string player. No core Musician will be replaced by another Musician unless required by reason of absence or unless mutually agreed to by the Music Director and affected Musician. String seating for each concert series will be posted by all available means

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concurrent with the distribution of folders for that series. String divisi assignments will be included with the music in the folders.

4.12 MUSIC

Every reasonable effort will be made to provide folders at least seven (7) days before the first rehearsal of that music. In the instance that this condition is not met, the Musician shall inform the Personnel Manager and the Musician shall not be required to perform such music at a rehearsal or concert for at least twenty-one (21) hours after receipt of music.

Practice Parts: Means of music distribution may include mail, PDF, and pickup. Reasonable requests by musicians should be directed to the library. Every effort will be made to accommodate all reasonable requests. The library will have regular hours of operation which will be posted by all available means.

- A. The music, prior to distribution, shall include edits and other information which may be necessary for the performance.
- B. The scheduled program order will be posted by all available means at least seven (7) days prior to the first rehearsal of a concert series, and will be available on each Musician's stand at the beginning of the dress rehearsal.
- C. Determination of which parts require bowing and editing is the responsibility of the Music Director or Conductor.
 - 1. Master string parts that require bowing shall be made available to the Music Director, the Conductor, or the Principal String Players at least six weeks before (or in the case of rental music, upon receipt and review by the Librarian[s]) the required distribution date as determined in Section 4.12.
 - 2. It is the responsibility of the Music Director, the Conductor, or the Principal String Players to bow master string parts at least four weeks prior to the required distribution date as determined in Section 4.12.
 - 3. Such bowings and other edits shall be marked in all individual string parts by the Librarian(s) prior to distribution.
 - 4. It shall not be the responsibility of the Librarian(s) to bow individual string parts which have not been received in a timely manner, as defined by Section 4.12.C.2.
- D. If music is available, a Musician may request an unedited (and unbowed) practice part up to thirty (30) days before the official distribution date.
- E. After parts have been distributed, it is the responsibility of the Music Director or Principal Player to transmit substantial changes to the Librarians. Librarians shall mark all substantial changes in the parts.
- F. After the final performance of a concert series, Musician shall leave the music in their closed folder, on the stand, or deposit the folder of music in a designated box backstage. Folders shall contain only the music, or other official Sarasota Orchestra materials, for that series. Sarasota Orchestra shall not be responsible for the return of any other materials to the Musician.
- G. LOST OR DAMAGED MUSIC – In cases where a Musician is at fault, the cost, as determined by the publisher, of any missing or damaged part shall be deducted from the Musician's remuneration.

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Musicians may be assessed a fee for late return by Musician of rental music, not to exceed the fee charged by publisher.

4.13 PROGRAMS (NON-ORCHESTRAL)

- A. Before December 1st of the current season, the Music Director, at least one representative from each Resident Ensemble, and Artistic Administrator shall meet at least once to discuss chamber music repertoire for the following season.
- B. At the meeting referenced in 4.13.A, Sarasota Orchestra shall provide proposed Chamber Soirée dates for the upcoming season. Programs for the upcoming Season of Chamber Soirée concerts shall be determined on or before January 31st of the current season.
- C. Musicians shall provide the appropriate agent of Sarasota Orchestra with complete program, to include complete name of composer, title and movements to be performed, no less than twenty-eight (28) days prior to each performance date.

4.14 FACILITIES

- A. Warm-up facilities or area shall be made available to Musicians at least thirty (30) minutes prior to any service. Warm-up area shall include chairs for Musicians and tables for instrument cases.
- B. Stage shall be made available to Musicians at least thirty (30) minutes prior to any performance.
- C. Every effort will be made to make stage available to Musicians at least thirty (30) minutes prior to any rehearsal.
- D. Adequate and sanitary areas for dressing, including restrooms, shall be made available to Musicians at least forty-five (45) minutes prior to Orchestra services.
- E. There shall be a secure location at all services for small purses and other valuables. When a secure location is not available, such items may be taken on stage.
- F. Performance space for any ensemble up to five (5) members shall be a minimum of twelve feet by twelve feet (12' x 12').
- G. Whenever such conditions cannot be met, Sarasota Orchestra will make every effort to notify affected Musicians and/or Orchestra Committee in advance of the scheduled service.
- H. Musicians shall be responsible for removal of any and all personal items brought by Musician to rehearsal and/or concert. Orchestra Committee will remove any and all items distributed by the Committee to Musicians at a rehearsal and/or concert, at the conclusion of that specific service.

4.15 SAFETY AND ENVIRONMENTAL CONDITIONS

Musicians will not be required to play in conditions, including rain, direct sunlight or wind, or temperatures outside of the parameters established in this clause, which could reasonably be expected to endanger their health or the physical or playing condition of their instrument(s). Should such conditions exist, the Musician may leave the stage without penalty, until such conditions are deemed acceptable. Sarasota Orchestra agrees to make all reasonable efforts to ensure the following workplace conditions:

- A. **INDOOR TEMPERATURES:** Sarasota Orchestra shall make all reasonable efforts to ensure that the temperature in all venues shall be 68 – 85 degrees (F) on stage.

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OUTDOOR TEMPERATURE: Temperature on stage of 65 - 90 degrees (F).

1. Official thermometers will be provided by Sarasota Orchestra and the Orchestra Committee.
 2. One of the official thermometers will be centrally located within the rehearsal/performance area, such thermometer and area to be designated by the Personnel Manager or designee.
 3. It shall be the responsibility of the Principal Player closest to this official thermometer to indicate to the Union Steward that the temperature on stage has exceeded the acceptable limits. The Union Steward shall notify the Personnel Manager or designee.
 4. In the case of Orchestra services, should the temperature exceed the stated limit(s) for five (5) consecutive minutes, or should adverse playing conditions develop which would warrant interruption of a rehearsal or concert, a break or intermission will be called within the ensuing ten (10) minutes. At that time, after a conference between the Conductor, Agent(s) of Sarasota Orchestra who are present, and Orchestra Committee members who are present, a decision will be announced regarding the remainder of the service. Every reasonable effort shall be made to rectify the situation before the service is cancelled.
 5. In the case of chamber music services, should the temperature exceed the stated limit(s) for five (5) consecutive minutes, or should adverse playing conditions develop which would warrant interruption of a rehearsal or concert, a break or intermission will be called within the ensuing ten (10) minutes. At that time, after a conference between the members of the Ensemble and Agent representing Sarasota Orchestra, Agent will confer with presenter regarding the remainder of the service. Every reasonable effort shall be made to rectify the situation before the service is cancelled.
- B. Adequate lighting, including stand lights.
- C. Suitable chairs, and/or stools for bassists and percussionists.

4.16 GENERAL SAFETY

Maintaining a safe and healthy workplace is of great concern to Sarasota Orchestra, but safety can only be ensured if everyone makes safe work habits a part of their lives. Sarasota Orchestra is committed to maintaining health and safety standards equal to or better than those required of it in the Occupational Safety and Health Act of 1970 (OSHA), and expects full cooperation from all employees in complying with these standards. Safety-related work practices shall be employed to prevent physical injury. If one becomes aware of any condition which is actually or potentially unsafe or detrimental to the health and safety of the employees, one must report it to Sarasota Orchestra management. If it is not corrected the President & CEO should be contacted. Employees are requested to observe the following, not all inclusive, guidelines. These safety rules are not meant to be all-inclusive or to cover every conceivable situation. Always use good judgment and common sense to protect your safety and the safety of others:

- A. Any injury or accident, no matter how slight, must be reported to Sarasota Orchestra immediately. The time of the accident, injuries, witnesses and any other relevant facts about the accident should be reported.
- B. Everyone must comply with all safety rules, regulations and orders issued by Sarasota Orchestra or the federal, state, or local government.
- C. Everyone must report unsafe conditions to Sarasota Orchestra immediately.

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- D. Everyone must understand their job fully and follow instructions. If one is not sure of the safe procedure, one should ask a member of management.
- E. Everyone should know the locations, contents, and use of first aid, fire alarm pull boxes, fire-fighting equipment, and emergency exits in one's work areas.
- F. Everyone should keep work areas clear and free of debris and other safety hazards.
- G. Everyone should lift only what one can conveniently lift and lift with their legs - not with their back. If something is too heavy, get help.

4.17 SAFE/NON-VIOLENT WORKPLACE

Sarasota Orchestra recognizes the importance of a safe workplace for its employees; thus, violence in the workplace will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Sarasota Orchestra property.

- A. All employees are prohibited from possessing weapons, including, but not limited to, knives, rifles, guns, and explosives, on Sarasota Orchestra premises or when off Sarasota Orchestra premises when engaged in business for Sarasota Orchestra. "Possession" includes having a weapon in a privately-owned vehicle on Sarasota Orchestra property (unless allowed by law), in a Sarasota Orchestra owned vehicle, in the employee's personal possession, or anywhere else on Sarasota Orchestra property.
- B. If anyone receives or overhears any threatening communications from an employee or outside third party, they must report it to the President & CEO or Agent at once. Do not engage in either physical or verbal confrontation with a potentially violent individual.
- C. If one encounters an individual who is threatening immediate harm to an employee or visitor to Sarasota Orchestra premises, contact an emergency agency (such as 911) immediately.
- D. All reports of work-related threats will be kept confidential to the extent possible, investigated, and documented.

4.18 PARKING

Adequate parking shall be provided at no cost to the Musicians at all rehearsal and concert sites.

4.19 ELECTRONIC MEDIA

Except as otherwise explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of the service in any manner or by any means whatsoever, by the Employer or Musicians, unless allowed under the terms of the separate Symphony, Opera or Ballet Orchestra Integrated Media Agreement with the American Federation of Musicians (IMA) commencing June 15, 2019 and any successor Integrated Media Agreements.

- A. LOCAL PUBLIC RADIO (WUSF in Tampa, WSMR in Sarasota, and WGCU in Ft. Myers) broadcasts shall be allowed without compensation to the Musicians.
 - 1. Such broadcasts shall be limited to two (2) per performance. Additional broadcast(s) may occur with the mutual consent of Sarasota Orchestra and the Orchestra Committee.
 - 2. Any orchestra performance from the current season may be selected by the Music Director, in consultation with the AAC, for broadcast. Broadcast must occur within one year of the performance unless otherwise agreed to by all relevant parties.

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3. Any chamber music performance from the current season may be selected with mutual consent of the Music Director and the members of the performing ensemble. Broadcast must occur within one year of the performance unless otherwise agreed to by all relevant parties.
 - B. LOCAL PUBLIC TELEVISION broadcasts shall entitle participating Musicians to be paid a fee in addition to the remuneration for the performance service. Such compensation shall be in accordance with the wage scales specified by AFM Florida Gulf Coast Local 427-721 at the time of the broadcast.
 - C. OTHER MEDIA (local, regional, or national) services are permitted only by written agreement with AFM Florida Gulf Coast Local 427-721 and require additional payments, not less than Florida Gulf Coast Local 427-721 media scales if local, or the appropriate AFM national agreement if non-local.
 - D. The provisions of the IMA will govern the use of audio or audio-visual material created during any rehearsal or performance for news, promotion, fundraising or marketing purposes. Sarasota Orchestra will inform Musicians no less than three (3) days in advance of the service at which material will be recorded for fundraising, publicity or promotional use, and as soon as possible in advance of the service on dates when material will be recorded for use by news programs.
 - E. Any broadcast of a service outside the Local area via radio or television will be subject to the appropriate AFM national agreement.
 - F. Archival and study recordings may be made without compensation to the Musicians.
 - G. Recordings in support of grant applications are permitted as required by local, regional, or national grant processes without additional compensation to the Musicians.
 - H. Recordings will not be referenced or used in grievance, dismissal, or non-renewal procedures, nor in any arbitration, unless the recordings themselves are the subject of the arbitration.
- 4.20** Sarasota Orchestra agrees to use only live Musicians for all of its productions, performances, and rehearsals and shall not use any virtual orchestra machine or other mechanical, synthetic, or technological device except upon the express written consent of the Union. Notwithstanding, compositions written expressly for live Musician(s) with synthesized, electronic, or pre-recorded sound, excluding the use of the virtual orchestra machine will be acceptable.

4.21 INSTRUMENT PROCUREMENT AND MAINTENANCE

In instances where Sarasota Orchestra must provide and/or procure instruments for use by the Orchestra, Sarasota Orchestra shall consult with the Principal of the affected section regarding the procurement and/or maintenance of such instruments. Requests for regular maintenance or repair of Sarasota Orchestra owned instruments should be made to the Vice President of Artistic Operations. Concerns about the quality of Sarasota Orchestra owned or procured instruments should be voiced to the Vice President of Artistic Operations.

4.22 LIBRARIAN JOB DESCRIPTION, SUPERVISION, AND WORK WEEK

- A. The duties and responsibilities of the two (2) librarian positions are reflected in job descriptions as approved in the Librarian MOU dated April 19, 2017.
- B. The Artistic Administrator shall be the overall supervisor of both librarians.
- C. The Principal Librarian will determine day-to-day responsibilities of the Assistant Principal Librarian in accordance with the job description.

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- D. The Sarasota Orchestra Employee Handbook applies to Librarians except, where in conflict with the Collective Bargaining Agreement, the Collective Bargaining Agreement will prevail.
- E. The Librarian work week is generally six (6) days per week. The Librarians will typically have Mondays off except when the orchestra is engaged for a service on a Monday or when the Day of Rest is designated as another day for any given week. Librarians shall be treated as musicians pursuant to Section 16.4.

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5.0 VACANCIES & AUDITIONS

All vacancies shall be filled through an audition procedure except those addressed by Sections 5.0.M, 5.4, 5.5 and 8.1.F. Sarasota Orchestra recognizes the CODE OF ETHICAL PRACTICES FOR NATIONAL AND INTERNATIONAL AUDITIONS, to which the AFM, ROPA and ICSOM adhere. The terms and conditions of Section 5.0 of this Collective Bargaining Agreement do not contradict the content of that document.

- A. **VACANCY NOTIFICATION:** When a vacancy occurs, Sarasota Orchestra will take steps to ensure an adequate audition pool, including all appropriate and routine forms of recruitment, to include advertisement of position vacancy with the *International Musician*.
- B. **SELECTION of APPLICANTS:** All qualified applicants, as determined by the Music Director, in consultation with the members of the affected Resident Ensemble, and/or the Principal(s) of the affected section, shall be allowed to audition. Recordings shall not be used as part of the selection process. By majority vote, the Audition Committee shall have the option of inviting candidates to begin in the second round.
- C. **CURRENT SARASOTA ORCHESTRA MUSICIANS:** Current Sarasota Orchestra Musicians may audition for other Sarasota Orchestra positions without jeopardizing their current positions. Tenured Musicians may skip the preliminary round and will automatically be guaranteed inclusion in the second round of the audition. Current Sarasota Orchestra Titled Musicians auditioning for a principal position in the same section may skip the preliminary round but are required to play round two (2) and subsequent rounds. Such Titled Musicians will automatically advance to the final round. This clause does not apply to One-Year Contract Musicians, reference Section 5.0.O.

When a current tenured Musician wins another position in the orchestra, Sarasota Orchestra will hold their current position open until tenure is established in the new position. If tenure is not established in the new position, Musician will return, without penalty, to their former position. This clause does not apply to non-tenured musicians.

- D. **AUDITION PREPARATION:** In consideration of fairness to all candidates, the Artistic Staff and specifically the Music Director and Associate and Assistant Conductor(s), should not advise or coach a candidate prior to an audition at which they will be participating. Any person serving on an Audition Committee should maintain the highest level of integrity and should not participate in any activity that may be considered preferential towards a candidate.
- E. **SUPERVISION:** The Personnel Manager will coordinate the logistics of all auditions. No immediate family (reference Section 2.18) of any person auditioning may serve as the Steward or Observer for that audition.
- F. **AUDITION LIST/REPERTOIRE:** An audition list for each instrument shall be made available to all applicants. It shall consist of orchestral, chamber and solo repertoire, as applicable, and shall be selected by the Music Director/Conductor in consultation with the appropriate Principal(s) prior to the advertisement of the audition. In the absence of a Principal, the Music Director shall consult with the Assistant Principal (if applicable) or other members of the instrument family. The Personnel Manager shall post the audition list and all other pertinent audition information on the Sarasota Orchestra website and mail all pertinent audition information upon request. The advertisement placed in the *International Musician* shall direct applicants to the Sarasota Orchestra website. Section 5.0.F is subject to Audition Process Side Letter until the current Collective Bargaining Agreement terminates.

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- G. SCREEN: For all rounds the candidate and Audition Committee shall be separated by a screen. The Committee shall not be advised in any way of the identity or order of appearance of any applicant in any preliminary round. The screen may be removed for final rounds by majority vote of the Audition Committee. The screen will automatically be removed for any and all Chamber Music rounds. Section 5.0.G is subject to Audition Process Side Letter until the current Collective Bargaining Agreement terminates.
- H. VOTING: Voting in all cases shall be by secret ballot. The sanctity of the secret ballot process shall be respected in all discussions. Votes shall be tabulated by the Personnel Manager or designee and Union Steward or designee. Discussion may be requested by any member of the Audition Committee prior to or following any vote.
1. In preliminary rounds, candidates will be advanced to the next round by a tied or majority vote of the Audition Committee, or by the Music Director. With the exception of advancement into the final round, once the Committee or Music Director has advanced a candidate, no subsequent vote can reverse that decision.
 2. In the final round, the winner must receive a majority of the vote of the Audition Committee. The winner can be vetoed by the vote of the Music Director. The winner also can be vetoed by a majority vote of the remaining members of the affected Resident Ensemble, only when the affected Resident Ensemble is complete and eligible to vote, except for the position being auditioned. Discussion shall be allowed after a vote involving a veto, but any actual veto may not be questioned or challenged.
 3. NON-SELECTION: The Audition Committee or the Music Director reserves the right not to name a winner of an audition.
- I. AUDITION COMMITTEE: Attendance at all auditions shall be limited to those officially involved. This includes the Audition Committee, the Personnel Manager, the Union Steward and other administrative staff necessary to facilitate the audition process. Deliberations shall include only the official members of the Audition Committee. The Union Steward shall be present as a neutral observer during the deliberations.
1. The Music Director shall be present at all auditions beginning in the second round.
 2. The Concertmaster shall be present at all auditions beginning in the second round except for Principal string and all violin auditions where the Concertmaster shall be present for all rounds.
 3. The President & CEO or designee may be present as a neutral observer throughout the audition and deliberations process.
 4. No Musician creating a vacancy or any person auditioning for the vacancy may serve on that Audition Committee.
 5. There shall be a minimum of seven (7) voting members on each Core and Full Orchestra Audition Committee. Sarasota Orchestra and the Committee may mutually agree that this number may be fewer for a specific audition if a person is unable to serve due to sickness, accident, or emergency. Non-titled probationary Musicians shall not sit on Audition Committees. For all screened rounds, the Music Director or their designee shall be the official Audition Committee member who relays all verbal comments to the candidate. Section 5.0.I.5 is subject to Audition Process Side Letter until the current Collective Bargaining Agreement terminates.

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6. No immediate family member (reference Section 2.18) of any person auditioning may serve on that Audition Committee. Musicians are required to recuse themselves from service on the Audition Committee for any audition at which an extended family member will be a candidate or at which the Musician will be unduly biased by a pre-existing relationship with a candidate.
 7. Any contracted Musician serving on an Audition Committee for Core or Full Orchestra, shall receive one service at their established contract rate for the first six (6) hours or less of audition committee service (including established break times within the six hours). Musician(s) shall receive a second service for service in excess of 6 hours. A maximum of two services will be allowed in any one day, independent of the number of instruments or Musicians auditioned, or length of that day's audition process. Section 4.4.F does not apply to auditions.
- J. NOTIFICATION: A Musician who has auditioned shall be notified of acceptance or rejection within twenty-four (24) hours of the completion of the auditions unless advised that the Audition Committee has determined that a decision will be delayed.
- K. HIRING/CONDITIONAL OFFER: Any offer will be made conditioned on completion of employment application form, satisfactory criminal background check, and prior employer/reference verification.
- L. RUNNERS-UP: When all criteria of Section 5.0 have been met, the Audition Committee may, by majority vote, designate a runner-up (or runners-up on a priority basis). With majority approval of the Audition Committee, a runner-up may be invited to fill the vacancy for which the audition was held for up to one (1) year from the date of the audition without a second audition.
- M. ONE-YEAR POSITIONS:
1. Position(s) Filled by Audition:
In the event that a Core Musician gives notice of unavailability or is granted a one-year leave of absence by the end of the current contract period, per Section 12.0, Sarasota Orchestra shall hold an audition to fill the one-year vacancy. The audition process will follow the terms outlined in Section 5.0. During the season, the Music Director, after consultation with the Audition Committee, shall provide feedback to the Musician on a one-year contract. Before February 20 of the current season, at the request of the Music Director and with a combined 81% approval of the Audition Committee, a Musician who has filled a one-year position may be offered a tenure track contract for the following season, without audition. If a tenure track contract is offered, the one-year contract period may be considered the Musician's first probationary season by mutual agreement of the Music Director and a combined eighty-one percent (81%) approval of the Audition Committee.
 2. Position(s) Filled by Appointment:
In the event that a Core Musician gives notice of resignation, unavailability, or is granted a one-year leave of absence after the end of the current contract period, per Section 12.0, the Music Director, in consultation with the Audition Committee which would have been established for the position (reference Section 5.0.I), may appoint a Musician to fill the vacancy, without audition, on a temporary basis (not to exceed the end of the contract period for which the position is or would be vacant) until such time as an audition may be held to fill the position on a permanent basis. Notwithstanding 5.0.B, recordings may be used as part of the process. During the season, the Music Director, after consultation with the Audition Committee, shall provide feedback to the Musician on a one-year appointment.
- N. ONE-YEAR CONTRACT MUSICIANS: In the event that an audition is held, musicians holding a one-year position by appointment per the terms of Section 5.0.M.2 and who participate in the audition to fill that position on a permanent basis may skip the preliminary round but are required to play round

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two (2) and subsequent rounds. Musicians holding a one-year position who auditioned for that one (1) year position per the terms of Section 5.0.M.1 will automatically advance to the final round.

5.1 RESIDENT ENSEMBLE MUSICIAN (REM) CORE VACANCIES

- A. AUDITION COMMITTEE: The Audition Committee for vacancies in the Resident Ensembles shall consist of the Music Director, Assistant or Associate Conductor (if applicable), Concertmaster, remaining members of the affected Resident Ensemble, titled Musician(s) of the affected orchestra section, when applicable, and other Sarasota Orchestra Musicians, at least one of whom shall be a tenured Musician from the affected section, if applicable, chosen by the Music Director and the remaining members of the affected Resident Ensemble.

In certain circumstances, the Audition Committee as described in Section 5.1.A may agree to invite a non-Sarasota Orchestra Musician to be a member of the Audition Committee. In such cases, the non-Sarasota Orchestra Musician will have a voice at all deliberations and a vote in all preliminary rounds, but will not have a vote in the final round.

- B. PROCESS: Resident Ensemble Musician vacancies shall be filled according to the process outlined in Section 5.0. As part of the audition, when applicable, every effort will be made to have the finalists play with the remaining members of the affected Resident Ensemble. Section 5.1.B is subject to Audition Process Side Letter.

5.2 NON-RESIDENT ENSEMBLE MUSICIAN (NON-REM CORE) VACANCIES

- A. AUDITION COMMITTEE: The Audition Committee for Non-Resident Ensemble Musician vacancies shall consist of the Music Director, Assistant or Associate Conductor (if applicable), Concertmaster, titled Musician(s) of the affected section, and other Sarasota Orchestra Musicians, at least one of whom shall be a tenured Musician from the affected section, if applicable, chosen by the Music Director and the Principal(s) of the affected section, or chosen by the Music Director and the Concertmaster if there is no Principal available.

In certain circumstances, the Audition Committee as described in Section 5.2 may agree to invite a non-Sarasota Orchestra Musician to be a member of the Audition Committee. In such cases, the non-Sarasota Orchestra Musician will have a voice at all deliberations and a vote in all preliminary rounds, but will not have a vote in the final round.

- B. PROCESS: NON-REM Core vacancies will be filled according to the process outlined in Section 5.0.

5.3 FULL ORCHESTRA MUSICIAN VACANCIES

- A. AUDITION COMMITTEE: The Audition Committee for Full Orchestra Musician vacancies shall consist of the Music Director, Assistant or Associate Conductor (if applicable), titled Musician(s) of the affected section (at least one must be present), and other Sarasota Orchestra Musicians, at least one of whom shall be a tenured Musician from the affected section, if applicable, chosen by the Music Director and the Principal(s) of the affected section.

In certain circumstances, the Audition Committee as described in Section 5.3 may agree to invite a non-Sarasota Orchestra Musician to be a member of the Audition Committee. In such cases, the non-Sarasota Orchestra Musician will have a voice at all deliberations and a vote in all preliminary rounds, but will not have a vote in the final round.

- B. PROCESS: Full Orchestra Musician Vacancies will be filled according to the process outlined in Section 5.0.

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5.4 SUBSTITUTE AND EXTRA MUSICIANS

- A. Before the last day of the current contract period, contracted Principal(s) of each section of the Orchestra shall provide the Personnel Manager with a list of approved as-needed Substitute and Extra Musicians for the following season. Upon approval of the Music Director, in consultation with the Principal(s), these lists shall be used for hiring all Substitute and Extra Musicians. These lists may be revised throughout the year with the mutual agreement of the Music Director and Principal(s). Such lists shall specify qualified principal or section level player and shall indicate appropriate levels of engagement, (i.e. Resident Ensemble, Chamber Music, Masterworks, Chamber Orchestra, Pops, etc.). If the substitute list is exhausted, the Personnel Manager shall make every effort to consult with the Principal before hiring someone not on the list. Substitute lists shall remain confidential and may not be shared.
- B. On a regular basis, new Musicians may be added to these lists through auditions. The Music Director (optional), the Principal(s) of that particular section, plus at least one other Sarasota Orchestra Musician from that instrumental family (strings, woodwinds, brass or percussion) must be present at these auditions.
- C. Reasonable effort shall be made to identify and hire highly qualified Musicians who reside in the area served by AFM Florida Gulf Coast Local 427-721. When such Musicians are unavailable, every effort shall be made to identify and hire highly qualified Musicians who reside in Florida.

5.5 CONCERTMASTER AUDITIONS

The Audition Committee shall be comprised of the Music Director or Acting Music Director, four (4) tenured titled string players and three (3) tenured non-string Principal Musicians. The audition process will follow the process outlined in Section 5.0. Candidates for the Concertmaster position may be required to participate in up to two (2) trial weeks performing with the Orchestra as determined by the Music Director or Acting Music Director.

5.6 LIBRARIAN VACANCIES

- A. The vacancy shall be advertised in the appropriate professional journals.
- B. AUDITION COMMITTEE: Applications shall be screened by the "Librarian Audition Committee." The Committee shall be comprised of one (1) staff member selected by the President & CEO, the Music Director or Music Director's designee, and no less than five (5) Musicians including the Concertmaster. If the Concertmaster position is vacant at the time of the Librarian audition, the Acting Concertmaster or Associate Concertmaster shall serve on the Committee.
 - 1. The remaining members of the Librarian Audition Committee shall be selected by the Music Director, or the Music Director's designee and the Principal Librarian, or chosen by the Music Director, or Music Director's designee and the Artistic Advisor if there is no Principal Librarian available. Applicant resumes shall be screened by this Committee and candidates mutually agreed upon will be invited to attend in person auditions.
- C. PROCESS: Librarian candidates shall be auditioned in a process that includes skill testing, exams and interviews by the Librarian Audition Committee.
 - 1. Due to the necessity of interviews, Section 5.0.G is not applicable to any librarian audition.
 - 2. Voting in all cases shall follow the procedures outlined in 5.0.H, except that in Section 5.0.H.2, in the final round, the winner can be vetoed by the combined vote of the Music Director or Music Director's designee, and the staff member selected by the President & CEO.

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3. All newly hired librarians shall serve a probation period and be bound to all tenure review processes as outlined in and pursuant to Section 8.0, except that in Section 8.2.G, the Music Director, or Music Director's designee, and the appointed staff member shall agree on whether to grant tenure to any librarian.

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6.0 MUSICIANS' CODE OF CONDUCT

6.1 ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

The equal employment opportunity policy of Sarasota Orchestra Inc. does not condone harassment of a Musician by another or by third parties with whom it has business relationships. Such harassment may include, but is not limited to, national origin, sexual, gender identity, religious, disability, age or racial harassment. Such conduct may result in disciplinary action up to and including termination.

Sexual harassment includes unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual or sex-based nature when submission is made a term or condition of an individual's employment, when submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual, or when the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Prohibited harassment includes, but is not limited to the following: offensive verbal conduct (*e.g.*, slurs, epithets, threats, derogatory comments, teasing, unwelcome jokes and lewd or sexually suggestive comments or sounds); offensive visual conduct (*e.g.*, offensive, lewd or sexually suggestive gestures, pictures, cartoons, books, magazines, calendars, photographs, videotapes, e-mails, internet programs and websites); and offensive or unwelcome physical contact (*e.g.*, touching, rubbing, fondling, kissing and pinching).

Such harassment is unacceptable on Sarasota Orchestra premises and while engaged in Sarasota Orchestra work, business or activities off the premises, such as during concerts, Sarasota Orchestra-related social events, and Sarasota Orchestra-related business meetings or trips.

Musicians who believe they have been subjected to any form of harassment should advise the Personnel Manager. If the Personnel Manager is unavailable, or if the complaint involves the Personnel Manager, the matter should be reported to the Artistic Administrator, or if necessary, the President & CEO of Sarasota Orchestra, or an officer of Sarasota Orchestra's Board of Directors. All such complaints will be promptly reviewed and investigated. If harassment complaints are substantiated, Sarasota Orchestra will take appropriate corrective action.

All complaints and information provided during an investigation will be kept as confidential as possible so as to ensure a proper investigation. This policy prohibits any retaliatory action against any employee who, in good faith, files a complaint or provides information in connection with the investigation of a harassment complaint.

6.2 DRUG/ALCOHOL-FREE WORKPLACE POLICY

It is the policy of Sarasota Orchestra that the possession, use, consumption, sale, purchase, distribution, dispensation or manufacture by any Musician of any illegal drugs or illegally obtained drugs in the workplace, on Sarasota Orchestra premises or within its facilities, in the conduct of Sarasota Orchestra-related work, business or activities off Sarasota Orchestra premises, or when adversely affecting Sarasota Orchestra's reputation in the community, is strictly prohibited and will be grounds for immediate termination, subject to the grievance and arbitration procedures contained herein. It is also the policy of Sarasota Orchestra that a Musician's abuse of alcohol, even off-duty, when it adversely affects Sarasota Orchestra's reputation in the community is prohibited.

Nor will the Sarasota Orchestra permit any employee to report to work or to perform his or her duties while impaired under the influence of alcohol or illegal drugs. Being impaired or under the influence of alcohol

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or illegal drugs is defined as testing positive in accordance with standards set forth in the State of Florida's Workers' Compensation statute and regulations.

To enforce the Sarasota Orchestra's drug and alcohol-free policies, and with the showing of reasonable suspicion, Musicians may be required to submit to substance abuse testing at the discretion and expense of Sarasota Orchestra. Testing positive for drugs or alcohol will constitute a violation of this policy.

In addition, with the showing of reasonable suspicion, Musicians, their possessions, and Sarasota Orchestra-issued equipment and containers under their control, are subject to search and surveillance at all times while on Sarasota Orchestra premises or off premises while conducting Sarasota Orchestra business.

6.3 PUBLIC RELATIONS AND MEDIA CONTACT

It is the exclusive responsibility of Sarasota Orchestra Administration to conduct public relations and to communicate with the media concerning Sarasota Orchestra operations. Musicians are required to refrain from initiating contact with the media or responding to media inquiries concerning Sarasota Orchestra business and operations, unless written approval in advance is obtained from the President & CEO. The sole exception to the foregoing is that when the parties are engaged in collective bargaining negotiations or have reached an impasse, the Union or the Orchestra Committee may, within twenty-four (24) hours written notice to the President & CEO, initiate contact with the media concerning issues and positions of the parties related to the collective bargaining negotiations.

6.4 NO SMOKING

To maintain a safe and comfortable working environment, and to conform with applicable law, smoking in Sarasota Orchestra facilities is not permitted. Smoking on Sarasota Orchestra premises is allowed only outside, in designated areas, generally outside of public view.

6.5 ELECTRONIC COMMUNICATIONS

All Sarasota Orchestra computer, email and telephonic communications systems are to be used only for Sarasota Orchestra-related business purposes. Musicians should have no expectation of privacy with respect to the use of any of Sarasota Orchestra's electronic communications systems. Sarasota Orchestra reserves the right to monitor the use of its electronic communications systems. Sarasota Orchestra's electronic systems may not be used to solicit others for commercial ventures, religious or political causes, outside organizations or other non-Sarasota Orchestra related solicitations.

6.6 CARE OF ORCHESTRA AND PERSONAL PROPERTY

A. Musicians are expected to take proper care in the handling and use of Sarasota Orchestra equipment and property (e.g. instruments, computers, easels, furniture, etc.). Any Sarasota Orchestra property provided for a Musician's use is that Musician's responsibility. No property may be removed from the premises without the proper authorization of Sarasota Orchestra management. If a Musician loses, breaks, or damages Sarasota Orchestra property, the Musician should report it to the Sarasota Orchestra Personnel Manager at once. The Musician is required to pay (cost of replacement) for any equipment which is lost or broken while assigned to them, except as offset by applicable Sarasota Orchestra accident or other insurance coverage.

B. Sarasota Orchestra will not be responsible for theft, loss or damage to personal property, including instruments or vehicles, unless theft, loss or damage occurs while such items are stored in a Sarasota Orchestra-secured area (reference Section 4.14.E).

6.7 DRESS CODE

A. Dress codes may be changed by mutual agreement. All dress code categories and options are subject to change if required by riders in guest artist contracts and communicated to musicians in a timely

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fashion. Musicians shall be well-groomed and shall wear clean, non-faded, neatly pressed clothing at all performances.

B. The standard Dress Code for all performances shall be the following unless otherwise determined. Musicians may choose between any of the available options for a particular category of program.

C. Dress Code Categories:

CATEGORY A (classical orchestra such as Masterworks)

- **Option 1:** Black suit, solid black dress shirt, black dress pants, long black socks, black dress shoes, long black necktie. (no tuxedos)
- **Option 2:** All-black ankle-length (when seated) evening dress (with 3/4-length or full-length sleeves), or all-black ankle-length (when seated) skirt/loose-fitting pants with matching 3/4-length or full-length sleeved black blouse. All choices must include black hosiery and black dress shoes.

CATEGORY B (Pops, GE, Chamber Orchestra, Orchestra pit)

- **Option 1:** Black dress shirt, black dress pants, long black socks, black dress shoes, long black necktie.
- **Option 2:** All-black ankle-length (when seated) evening skirt or loose-fitting dress pants with 3/4-length or full-length sleeved black blouse. All choices must include black hosiery and black dress shoes. Black hosiery is optional for pit performances only.

CATEGORY C (Non-Resident Ensemble Chamber music as defined by CBA 2.10)

- Black dress pants or skirt (below knee when seated), solid colored dress shirt or blouse, jackets and ties optional, black hosiery or socks and black dress shoes.

CATEGORY D (Outdoor performances)

- Black pants or skirt (below knee when seated), Sarasota Orchestra polo shirt (if polo shirt is required, Sarasota Orchestra will provide a shirt to each musician for the concert). Closed toed shoes and black socks.

CATEGORY E (Gala and Special Events)

- **Option 1:** Black dress tails/tux*, black tuxedo pants, white long-sleeved dress shirt, white vest or white cummerbund (for tails only), white/black bow tie, long black socks, black dress shoes.
*Selection of either tails or tux will be determined in a timely fashion.
- **Option 2:** Formal all-black ankle-length (when seated) evening dress (with 3/4-length or full-length sleeves), or all-black ankle-length (when seated) skirt/loose-fitting pants with matching with 3/4-length or full-length sleeved black blouse. All choices must include black hosiery and black dress shoes.

D. There shall be no:

1. Excessively low necklines or backlines or off-the-shoulder dresses.
2. Sparkling or flashy jewelry, belts, hair accessories or reflective ornaments.
3. Jeans, bare legs/feet, cropped shirts, athletic wear or exercise-style clothing.

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4. Conspicuous hair decorations to include ribbons or flowers.
 5. Perfumes, colognes, hairsprays, and/or heavily scented deodorants or lotions.
 6. Odors emanating from clothing including but not limited to detergents, fabric softeners/sheets and cigarette smoke.
- E. Accessories on stage shall consist of inconspicuous and essential equipment only. If a Musician desires, a small black handbag may be taken on stage and will be placed upstage of Musician's chair.
- F. Musicians are responsible for providing the performance attire listed in the Dress Code Section.
- G. Musicians may be required to wear concert dress for photo/video shoots as described in Sections 3.1 and 3.20.

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7.0 ABSENCES & LEAVES

7.0 All intended leaves that fall within a specific category as set forth in this agreement will be governed by said clause and/or section of this agreement. Musicians are required to properly identify leave type. Requests for audition and personal leave should be made as soon as possible or when known. Requests for audition leave and personal leave should not be made later than twenty-eight (28) days prior to the first service of a concert series (when the first service is within the same week as the requested leave date) or twenty-eight (28) days prior to the requested leave date for multi-week series. It shall be the responsibility of the Sarasota Orchestra Personnel Manager to secure substitutes when required.

Sarasota Orchestra shall retain control over all personnel issues when working with third party presenters.

7.1 SICKNESS, ACCIDENT, OR EMERGENCY

A. During the term of this Agreement, each REM Core Musician and non-REM Core Musician shall be entitled to paid sick leave, for reasons of sickness, accident or emergency, both personal and in their immediate family, without loss of pay for services missed. It shall be the responsibility of the Sarasota Orchestra Personnel Manager to secure substitutes when required.

1. In each year of this Agreement, REM Core Musicians shall be entitled to seven (7) days of sick leave cumulative up to fourteen (14) days.
2. In each year of this Agreement, NON-REM Core Musicians shall be entitled to six (6) days of sick leave cumulative up to twelve (12) days.
3. If a Musician claims sick leave of three (3) or more consecutive days, Sarasota Orchestra may request a physician's note verifying such illness.

B. Each REM Core and NON-REM Core Musician shall be entitled to add unused sick leave day(s) from the prior season to an existing season's sick leave allotment, per the terms of this Agreement.

1. For the term of this Agreement, there shall be a sick leave cap of fourteen (14) days for each REM Core Musician and twelve (12) days for each non-REM Core Musician.
2. Musicians on Leave of Absence may not accrue sick, accident, or emergency services during their absence and shall begin the year in which they return as if it were contiguous with the year prior to the year of approved Leave.

C. Sick leave bank: A sick leave "bank" shall be established for REM Core, NON-REM Core, and Full Orchestra Musicians for each season during the term of this Agreement.

1. For the term of this agreement, the sick bank shall consist of eighty (80) days per season.
2. Operation of the bank: If an individual Core or Full Orchestra Musician requires more than their allotted number of sick days during any particular season, they may add to their annual sick day allotment by adding days taken from the bank. An individual may take no more than 10% of the bank's established total for such purposes in any given season. Use of sick day bank shall be on a first come-first served basis.

D. If a Musician exceeds the allotted number of sick days in a given season, salary adjustments for days missed may be distributed over a number of pay periods, mutually agreeable to the affected Musician and Sarasota Orchestra.

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- E. A Full Orchestra Musician shall be excused by Sarasota Orchestra for reasons of sickness, accident, or emergency, both personal or in their immediate family, and shall not be paid for services missed except as provided for in this clause. Full Orchestra Musicians shall be eligible for one (1) paid sick day for every twenty-five (25) services performed in the previous season with no carry over. If a Full Orchestra Musician claims sick leave of three (3) or more consecutive days, Sarasota Orchestra may request a physician's note verifying such illness. Absences for reasons of illness, accident or emergency shall be applied toward the minimum requirement of 60% of services performed. (reference Section 13.5).
- F. A Musician who has been excused from a Sarasota Orchestra service because of sickness, accident or emergency, but intends to play a previously scheduled outside engagement on the same day, shall first notify the Personnel Manager of this fact in advance of such outside engagement.
- G. Following the commencement of a service, if a Musician, due to sickness, requests to leave a rehearsal or concert, that service shall be considered one (1) sick day unless Musician has performed for sixty (60) minutes or more, in which case Musician shall receive credit for a full service.
- H. Musicians who are absent for two or more rehearsal services during Masterworks concert week will perform in the concert(s) at the discretion of the Music Director or in their absence, Conductor of the series. Musicians who are absent for any rehearsal services during concert weeks, other than Masterworks, will perform in the concert(s) at the discretion of the Music Director or in their absence, the Conductor of the series. A Musician's position, assignment, or status within the orchestra will not change as a result of the Conductor's decision.
- I. Musicians who are absent for one or more performances during a concert series, will perform the remaining concerts at the discretion of the Music Director or in their absence, the Conductor of the series. A Musician's position, assignment, or status within the orchestra will not change as a result of the Conductor's decision.

7.2 BEREAVEMENT

- A. A Core Musician shall be granted up to three (3) days without loss of pay for a death in the Musician's immediate family, reference Section 2.18.
- B. Bereavement leave, without loss of pay, may be extended under exceptional circumstances, for compassionate reasons, at the discretion of the President & CEO.

7.3 PERSONAL LEAVE

- A. Each CORE Musician is entitled to six (6) paid Personal Leave Services per season. Up to three (3) paid Personal Leave Services may be rolled over into the following season, providing a maximum number of nine (9) paid Personal Leave Services. Sarasota Orchestra reserves the right to limit the number of Personal Leave Requests to one (1) Resident Ensemble Musician for chamber ensemble concerts and two (2) CORE Musicians for Masterworks and other classical orchestral concerts. For all other orchestral series, four (4) core musicians will be permitted to take leave. Sarasota Orchestra reserves the right to limit Personal Leave Requests to one of the titled Concertmasters during Masterworks series. In consultation with the Conductor of the series, Sarasota Orchestra reserves the right, based on artistic considerations, to limit the number of musicians per section taking Personal Leave. Additional Leave Requests will be considered on a case-by-case basis.

Additionally, each Core Musician may request up to five (5) unpaid Personal Leave Services. Unpaid Personal Leave Services shall be granted only if a substitute Musician from the current substitute list is available. Paid Personal Leave Services may be combined with Unpaid Personal Leave Services as

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needed; however, a Musician may not utilize Personal Leave Services to be absent for more than two complete series per contract period without approval of the President & CEO.

- B. Musician must give written notice to Personnel Manager of Personal Leave not less than twenty-eight (28) days prior to date of the first service of a concert series (when the first service is within the same week as the requested leave date), reference Section 7.0.
- C. Personnel Manager shall confirm receipt of written notice no later than two (2) working days after receipt of notice. For unpaid personal day requests the Personnel Manager shall contact the substitutes on the approved substitute list and attempt to secure a substitute.
- D. Musicians who are absent for two or more rehearsal services during a Masterworks concert week will perform at the discretion of the Music Director or in their absence the Conductor of the series. Musicians who are absent for any rehearsal services during concert weeks other than Masterworks will perform at the discretion of the Music Director or in their absence the Conductor of the series. A Musician's position, assignment, or status within the orchestra will not change as a result of the Conductor's decision.
- E. Musicians who are absent for any concert services will perform services in that series at the discretion of the Music Director or in their absence the Conductor of the series. A Musician's position, assignment, or status within the orchestra will not change as a result of the Conductor's decision.
- F. Musicians who are released from a series due to absences for personal leave during either rehearsal or concert services shall utilize either paid or unpaid personal leave services.

7.4 AUDITION LEAVE

Core and Full Orchestra Musicians may be granted an absence for reason of audition for another orchestra, as long as the following criteria are met:

- A. The Musician shall be granted a maximum of two (2) audition requests during any one season at a standard service deduction. Musician may apply paid personal leave to help offset deductions.
- B. The Musician may be granted additional requests at the discretion of the President & CEO, after consultation with the Music Director and/or Conductor.
- C. Sarasota Orchestra reserves the right to limit the number of Audition Leave requests to three (3) Core or Full Orchestra Musicians for orchestral services and one (1) REM for chamber ensemble services. Sarasota Orchestra reserves the right to limit audition leave requests to one (1) of the titled Concertmasters during Masterworks. In consultation with the Conductor of the series, Sarasota Orchestra reserves the right, based on artistic considerations, to limit the number of musicians per section taking audition leave.
- D. Substitutes will be selected from the approved substitute list. In the event that the current substitute list is exhausted, the Principal of the affected section, Music Director, and Vice President of Artistic Operations and Planning shall agree on a qualified substitute.

Musician must give written notice to Personnel Manager of Audition Leave not less than twenty-eight (28) days prior to the first service of the concert series for which leave is requested (when the first service is within the same week as the requested leave date), reference Section 7.0.

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- E. Musicians who are absent for two or more rehearsal services during a Masterworks concert week will perform at the discretion of the Music Director or in their absence the Conductor of the series. Musicians who are absent for any rehearsal services during concert weeks other than Masterworks will perform at the discretion of the Music Director or in their absence the Conductor of the series. A Musician's position, assignment, or status within the orchestra will not change as a result of the Conductor's decision.
- F. Musicians who are absent for any concert services will perform services in that series at the discretion of the Music Director or in their absence the Conductor of the series. A Musician's position, assignment, or status within the orchestra will not change as a result of the Conductor's decision.
- G. Musicians who are released from a series due to absences for audition leave during either rehearsal or concert services shall utilize either paid or unpaid personal leave services.

7.5 PROFESSIONAL LEAVE OF ABSENCE

- A. A one (1) year Unpaid Professional Leave of Absence may be granted to a Musician by Sarasota Orchestra for specific artistic reasons. Such reasons may include, but are not limited to a Musician who has been offered a higher paying performance related position with another organization. Eligible Musicians who apply for Leave of Absence by the end of the current contract period shall automatically be granted Leave, subject to the following limitations: limited to two (2) Core Musicians and two (2) Full Orchestra Musicians. If a Sarasota Orchestra Musician currently on Leave of Absence is granted a second year of Leave, their absence shall not count against the maximum number of Leaves allowed in a contract period. Additional Leave of Absence requests or requests submitted after the end of the current contract period shall be considered on a case by case basis and must have the approval of the Music Director and the President & CEO. Additional requests shall not be unreasonably denied.
- B. A leave of absence will not adversely affect the Musician's position in the Orchestra.
- C. In order to be eligible to request a leave of absence, a Musician must be non-probationary, but in most cases Sarasota Orchestra shall require that a Musician must have completed four (4) consecutive seasons as a contracted Musician prior to the date the proposed leave is to commence. Leaves of absence for contiguous seasons will be considered on a case by case basis.
- D. Sarasota Orchestra shall be notified in writing of Musician's intent to resume employment no later than February 1st of the season preceding their return. If no such notification is received, all contractual obligations shall be considered null and void.
- E. A Musician who has completed a Professional Leave of Absence must complete three (3) contiguous seasons of employment before becoming eligible for another Professional Leave of Absence.

7.6 UNEXCUSED ABSENCES

- A. If a Core Musician is absent from any service without excuse, an amount equal to one service deduction (reference Section 15.2) payment will be deducted from the Musician's salary. A second unexcused absence in one season will result in a seven (7) service unpaid suspension. For Core Musicians who are paid a salary, the seven (7) suspended services shall be deducted from payroll via service deductions. A third unexcused absence in one season will result in termination.
- B. Full Orchestra Musicians shall give Sarasota Orchestra at least twenty-eight (28) days' notice for a specific service absence. Acknowledgement of receipt shall be sent by the Personnel Manager within forty-eight (48) hours. At Sarasota Orchestra's discretion, less notice may be considered excused.

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Sarasota Orchestra reserves the right to cancel any further contractual obligations to a Full Orchestra Musician who has two unexcused absences in any one season.

- C. The Personnel Manager will notify any Musician in writing when they are charged with an unexcused absence.

7.7 REQUEST FOR NON-SERVICE TIME

After publication of the Orchestra Calendar for that season, a Core Musician may request up to six (6) non-service days or portions thereof for days on which the services of a Musician are not required per that schedule, reference Section 4.3.B. Sarasota Orchestra will note the request and attempt to avoid scheduling Musician on day(s) requested. If Sarasota Orchestra schedules a service on a requested non-service day, not less than twenty-eight (28) days prior to the service, Sarasota Orchestra may opt to give the Musician a choice of performing the service or taking a personal leave service (paid or unpaid).

7.8 FAMILY AND MEDICAL LEAVE POLICY (FML)

Sarasota Orchestra recognizes certain conditions under which an employee may request time off without pay for a limited period with job protection and no loss of accumulated service, provided the employee returns to work. This policy does not confer legal rights nor impose legal obligations pursuant to the Family and Medical Leave Act of 1993 (FMLA). Sarasota Orchestra agrees to provide Family and Medical Leave (FML) in accordance with the following provisions:

- A. **Eligibility:** An employee is eligible for FML leave if they have worked for Sarasota Orchestra a minimum of twelve (12) months as a Core Orchestra Musician and have provided Sarasota Orchestra with at least four hundred (400) hours of service during the twelve (12) month period preceding the commencement of a FML leave.
- B. **Amount of Leave:** An eligible employee is entitled to up to twenty-six (26) weeks of FML during each twelve (12) month period for covered purposes.
- C. **Measuring Twelve Month Period:** The twelve (12) month period within which twenty-six (26) weeks of unpaid leave may be taken is a “rolling” twelve (12) month period, which is measured backwards from the date an employee’s FML leave would begin. The total FML leave used by an employee during the prior twelve (12) months is deducted from his or her twenty-six (26) week allotment. The employee may then use the remaining FML leave.
- D. **Purposes for Which Leave Can Be Taken:** Eligible employees may take FML leave for the following reasons:
 - 1. The birth of a child, and to care for the newborn;
 - 2. The placement of a child with the employee for adoption or foster care; to provide care, if medically necessary, for the employee’s child, spouse, or parent who has a “serious health condition;”
 - 3. An employee’s own “serious health condition” which renders them unable to perform one or more of the essential functions of their job. (Job-related workers’ compensation injuries and illnesses that render an employee unable to perform an essential function of their job will normally constitute a “serious health condition”);
 - 4. Any qualifying exigency arising out of the fact that a covered service member (i.e., the employee’s spouse, child, or parent who is a member of the National Guard or Reserves) is on active duty, or has been notified of an impending call to active duty status; or

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5. To care for a covered service member (i.e., the employee's child, spouse, parent or next of kin who is a current member of the Armed Forces, including the National Guard or Reserves) with a serious illness or injury incurred in the line of duty on active duty. (This type of leave is known as Military Caregiver Leave.)

Examples of a "qualifying exigency" include: (1) short term deployment, (2) military events, (3) childcare-school related activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities, and (8) other activities as are agreed upon by Sarasota Orchestra and the employee.

- E. **Serious Health Condition:** A "serious health condition" is an illness, injury, impairment, or physical or mental condition which (i) demands inpatient care at a health care facility; (ii) involves a period of incapacity of more than three (3) consecutive calendar days and includes the need for continuous treatment by a health care provider; (iii) involves incapacity due to pregnancy; (iv) involves a chronic condition requiring treatment; (v) involves a permanent/long term condition requiring supervision of a health care provider; or, (vi) involves a non-chronic condition requiring multiple treatments by a health care provider.
- F. **Spouses Employed by Sarasota Orchestra:** Spouses who are both employed by Sarasota Orchestra are entitled to a combined total of twenty-six (26) weeks of leave (rather than twenty-six [26] weeks each). This duplicate exception does not apply to leave for the employee's own "serious health condition" or the "serious health condition" of a spouse or child. In such cases, each spouse is entitled to twenty-six (26) weeks.
- G. **Placement/Birth of Child:** An employee must conclude leave for the birth of a child or the placement of a child with the employee for adoption or foster care within twelve (12) months after the event. Leave may begin prior to birth or placement, as circumstances dictate.
- H. **Intermittent Leave/Reduced Services:** If medically necessary, in the case of an employee's own "serious health condition" or that of an employee's spouse, child, or parent, the employee may take FML leave intermittently (e.g., one [1] week per month) or on a reduced service schedule (e.g., four [4] hours a day).

Additionally, if necessary, leave taken due to a qualifying exigency may be taken on an intermittent or reduced service schedule. When an employee's leave is taken for other non-medical reasons (e.g., placement of a child with the employee for adoption or for foster care), the employee may take leave intermittently or on a reduced service schedule only if Sarasota Orchestra agrees to such arrangement. If the employee requests intermittent leave or reduced service status, Sarasota Orchestra may temporarily transfer them to another position of equivalent pay and benefits in order to better accommodate their recurring periods of absence. The aforementioned references to reduce services leave shall not alter or increase the musician's 26-week entitlement.

- I. **Use of Paid Time Off Benefits:** If an employee is entitled to accumulated paid leave (i.e., sick leave or other paid personal leave) under another Sarasota Orchestra benefit plan or policy, then they must use their accumulated paid leave benefits under such plan or policy as part of the employee's FML leave, except during workers' compensation leave or if the employee is collecting short-term disability benefits. Using paid leave benefits does not add to the total length of the FML leave. Sarasota Orchestra may designate the paid leave as FML leave and count the paid leave against the employee's FML entitlement. Upon exhausting all available and applicable paid leave, the remainder of an employee's FML leave time will be unpaid.

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- J. Compensation Intermittent Leave: If an employee's FML leave is unpaid, Sarasota Orchestra will adjust their compensation based on the services they take as intermittent or reduced services leave within a work week.
- K. Job Restoration: Except as noted below, employees granted FML leave will be returned to the same job position they held prior to the leave or to one which is equivalent in pay, benefits, and other terms and conditions of employment. In addition, an employee's use of FML leave cannot result in the loss of any employment benefit the employee has earned or were entitled to before using such leave.
- L. Employee Benefits: During approved FML leave, group health insurance benefits will continue to the same extent they existed prior to the leave. The employee will continue to pay the customary portions of the monthly premiums for their coverage and for any coverage of dependents. If paid leave is substituted for unpaid leave, Sarasota Orchestra will deduct the employee's portion of the premiums as a regular payroll deduction. If, on the other hand, the FML leave is unpaid, the employee must pay their portion of the premiums by making arrangements with the Sarasota Orchestra Director of Human Resources, who will advise the employee of the payment due dates.
- M. Insurance Premiums: Any failure by the employee during FML leave to timely pay their portion of the insurance premiums or to timely pay for dependent coverage may result in the termination of such coverage. If Sarasota Orchestra decides to pay the employee's portion of the insurance premium for the duration of their FML leave, such payments may be recovered by Sarasota Orchestra from the employee through payroll deductions upon their return to work. In the event the employee elects not to return to work upon completion of approved FML leave, under most circumstances, Sarasota Orchestra may recover from the employee the cost of any payments made to maintain their benefit coverage, unless the failure to return to work is due to (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; (2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle the employee to FMLA leave; or (3) other circumstances beyond the employee's control. If the employee decides not to return to work, benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.
- N. Nonpayment of Insurance Premiums: If any insurance coverage lapses due to nonpayment by the employee, such coverage will be fully and completely reinstated when the employee returns to work, provided the employee resumes paying the required premiums. If the employee's payment is more than thirty (30) days late, Sarasota Orchestra will send them a notification letter of such fact. If Sarasota Orchestra does not receive the employee's payment within fifteen (15) days thereafter, the employee's coverage may cease.
- O. Notification of Need for Leave: The employee must provide Sarasota Orchestra with thirty (30) days' advance written notice of their need for FML leave when the need for such leave is foreseeable.

If emergency conditions prevent such notice, the employee must notify Sarasota Orchestra as soon as is practicable (i.e., within one [1] or two [2] business days of learning of the need for leave, if feasible). Notwithstanding the foregoing, the employee is still expected to comply with Sarasota Orchestra's normal procedures for reporting absences. For leave taken on the basis of planned medical treatment, the employee should seek to schedule the treatment so as to avoid unduly disrupting the operations of Sarasota Orchestra.

- P. Method of Notification: Notification of the need for leave should be made to Sarasota Orchestra through FML forms which are available from the Sarasota Orchestra Human Resource Office. The relevant

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forms should be completed in detail, signed by the employee, and then submitted to the Human Resource Office for proper approval and forwarding to the appropriate management personnel.

- Q. Periodic Reports: The employee may, if requested by Sarasota Orchestra, need to report periodically on their status and intent to return to work during the leave period. If an employee takes leave because of their own “serious health condition” or to care for a covered family member with a “serious health condition,” they should contact the Sarasota Orchestra Human Resource Office on a prescheduled basis regarding the status of the medical condition and intention to return to work. In addition, the employee must give notice as soon as practicable (within two [2] business days, if feasible) if the dates of the leave change, are extended, or initially are unknown.
- R. Return to Work after Serious Health Condition: If the employee takes leave because of their own “serious health condition” (except if the employee is taking intermittent leave), the employee must provide medical certification that they are able to resume work before returning to work. Obtain return to work medical certification forms from the Sarasota Orchestra Human Resource Office. Employees failing to complete the return to work medical certification form will not be permitted to resume work until it is provided.
- S. Health Care Provider Certification of “Serious Health Condition”: Health care provider certification of the need for leave to care for an employee’s own “serious health condition” or that of a covered family member is required. If requested by Sarasota Orchestra in writing, the employee must obtain the following information from a responsible health care provider and make it available to Sarasota Orchestra within fifteen (15) days:
1. Date on which the "serious health condition" began;
 2. Expected duration of condition;
 3. Appropriate medical facts within the knowledge of the health care provider regarding the condition;
 4. For purposes of leave for an employee’s own “serious health condition,” the certification must state they are unable to perform the functions of their position;
 5. For purposes of leave for a family member’s “serious health condition,” the certification must state the employee’s need to care for the ill person and must give the estimated length of such leave; and
 6. When intermittent leave or reduced service has been requested, the certification must state the medical reasons verifying the need for intermittent leave or a reduced service schedule and must give scheduled dates for treatment(s) and the expected duration of said treatments.

Health care provider certification forms are available at Sarasota Orchestra from the Human Resource Office and will be provided for employees’ use. Sarasota Orchestra may require an employee to provide subsequent medical recertification during their leave. Failure to provide requested certification within fifteen (15) days, if practicable, may result in delay of further leave until it is provided.

- T. Disputes Regarding Physician Certification: If there is a dispute about the medical opinion provided by the employee’s health care provider, Sarasota Orchestra may require a second opinion by a health care provider of its choice, at its expense. If a third opinion is necessary, a third health care provider may be selected, also at Sarasota Orchestra expense. This third health care provider must be agreed upon by both the employee and Sarasota Orchestra and may not be employed on a regular basis by Sarasota Orchestra.

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- U. Qualifying Exigency/Servicemember Care Leave Documentation: Additionally, if an employee is taking leave because of a qualifying exigency or to care for a covered servicemember, the employee may also be required to submit certification. Sarasota Orchestra will advise the employee at the time of their FML request of any required documentation.
- V. Separation from Employment: Except as provided below, an employee who has exhausted their FML leave entitlement (including any paid time off entitlement, if applicable) and cannot return to work, will be separated from Sarasota Orchestra's employment and provided a COBRA notice (if applicable) to afford the employee the opportunity to elect continuation of health insurance coverage. In the event an employee has exhausted their FML leave, but expects, based on medical determination, to be able to return to the orchestra within a reasonable period of time, they may request a leave of absence. Approval of such request will be made based on the needs of Sarasota Orchestra and when the employee would be able to return to the orchestra, and will be consistent with Sarasota Orchestra's ADA policy. Sarasota Orchestra's policy on separation upon exhaustion of FML leave (including any paid time off entitlement, if applicable) applies to all types of FML leaves, including but not limited to an employee's own medical leave, whether or not it is a workers' compensation qualifying leave.
- W. For purposes of this FML Policy, "Spouse" is defined to also include "Domestic Partner."

7.9 MILITARY LEAVE

Sarasota Orchestra recognizes the need for military service, and, in accordance with applicable law, leaves of absence will be granted for military service and reserve duty. Sarasota Orchestra requests employees to provide advance notification, whenever possible, of when they will leave work to pursue military service or reserve duty.

7.10 JURY DUTY/SUBPOENAED WITNESS

All employees summoned for duty as a juror and all employees who must testify in a judicial proceeding in response to a subpoena will be granted leave.

- A. Employees will be paid their normal compensation for a period of up to two (2) weeks and thereafter during any workweek in which they appear as a juror or witness and also are scheduled to perform services for Sarasota Orchestra.
- B. Employee must submit a copy of the summons and/or subpoena to Sarasota Orchestra management as soon as it is received. In addition, proof of the employee's service as a juror must be submitted to Sarasota Orchestra management when employee's period of jury duty is completed. Employees are expected to return to their job if they are excused from jury duty or as a witness during their regular working hours.

7.11 OTHER LEAVE

Requests for other unpaid leave shall be in writing and may be extended under exceptional circumstances, for compassionate reasons, at the discretion of the President & CEO.

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8.0 PROBATION / TENURE REVIEW

8.1 PROBATION

- A. The first two (2) full contiguous seasons of employment as a Musician shall be considered probationary. Musician must be under contract by November 1 to be considered employed for a full season. Upon receipt of a 3rd-year contiguous full-season contract, a Musician is considered non-probationary unless Section 8.1.C or 8.3.B is invoked.
- B. Full Orchestra Musicians who have been offered an attendance probation contract invoked by Section 13.5.B shall not be subject to probationary musician review as outlined in Section 8.2.
- C. The probationary period may be extended by Sarasota Orchestra for one additional season one time upon the recommendation of the Music Director.
- D. If a probationary Musician changes orchestral position the probation period will continue per Section 8.1.
- E. If a non-probationary Musician changes orchestral position the Musician shall be considered probationary in the new position for one (1) year, except as provided in Section 8.1.F. Sarasota Orchestra shall have the option of extending this probationary period for one (1) year one (1) time upon the recommendation of the Music Director. During the probationary period in the new position, the Musician shall retain contract rights and tenure in the Musician's prior position.

Non-probationary REM Musicians may request to change resident ensembles and retain their non-probationary status. Upon approval of the Music Director, requests shall be granted.

- F. Should a current Sarasota Orchestra Musician request to move to a lower contract level or position (REM Core to NON-REM Core or Full Orchestra, or NON-REM Core to Full Orchestra), the Musician may be offered the appropriate contract or agreement only if there is a vacancy at the requested level. Prior to any request by the Musician, a dialogue between the Music Director and Musician is encouraged. Upon approval, Musician shall retain their current Probationary or Non-Probationary status.

8.2 PROBATION / TENURE REVIEW

Every effort shall be made to hold all meetings mandated in the CBA in person.

- A. During the Musician's Probationary period, the Musician and the Music Director or Acting Music Director shall maintain a dialogue regarding the Musician's performance standards and the expectations of the Music Director or Acting Music Director.
- B. Tenure Review Committee. The Tenure Review Committee shall consist of the individuals who served on the Audition Committee which made the initial hiring decision for the particular Musician under review, and who are currently under contract with Sarasota Orchestra. If any member of the original Audition Committee is unavailable or ineligible to serve, Sarasota Orchestra and the Orchestra Committee may mutually agree to appoint additional members. The Music Director or Acting Music Director may opt to solicit input from relevant musicians that did not serve on the Audition Committee. The Tenure Review Committee shall also include the Personnel Manager or Agent, and the Union Steward or designee, all of whom shall serve in an administrative capacity. If the Chair of the Orchestra Committee or Union Steward is also on a specific Tenure Review Committee, appropriate alternate(s) must be appointed.

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- C. During the Musician's Probationary period, the Tenure Review Committee shall meet at least once prior to the meeting of Section 8.2.D in order to assess the probationary Musician's performance standards and quality, and the degree to which the Musician has met the expectations of the Music Director or Acting Music Director. The role of the Tenure Review Committee is to provide input to the Music Director or Acting Music Director.
- D. Between January 1 and January 15, the Music Director or Acting Music Director shall meet with the Musician under review and provide feedback and inform them of any artistic deficiencies which the Musician needs to address. If there are no artistic deficiencies, the formal review process will be considered complete for that season for that Musician. The Personnel Manager and the Union Steward or appropriate designees shall also be required at all meetings.
- E. Prior to March 15th a Musician who has been informed of their artistic deficiencies shall meet with the Music Director or Acting Music Director in order to receive an evaluation of whether satisfactory progress towards correcting the deficiencies, as set forth in the meeting (per Section 8.2.D), has been made. Also required at this meeting shall be the Personnel Manager and the Union Steward.
- F. All musicians, conductors and staff involved in the tenure review process and those attending tenure review meetings are required to keep the content of these discussions strictly confidential.
- G. The Music Director or Acting Music Director, after consultation with the Tenure Review committee, shall render the final decision on the granting of tenure to any musician.
- H. The Personnel Manager or Agent and/or the Union Steward or designee shall keep written records of all Tenure Review Committee meetings and both shall sign off on a final transcript that will become the official record of these meetings. Such records may be reviewed by Sarasota Orchestra or the Orchestra Committee at any time upon request.
- I. With the mutual approval of Sarasota Orchestra and the members of the Tenure Review Committee, dates referenced in Sections 8.2.D & E may be adjusted by up to seven (7) days, in order to accommodate schedule conflicts of committee members or Musician.

8.3 DISMISSAL OF A PROBATIONARY MUSICIAN (ARTISTIC REASONS)

- A. When all of the conditions of Section 8.2 have been met, Sarasota Orchestra may terminate the employment of a probationary Musician for artistic reasons at the end of the current season by serving notice to that effect by March 31st of that season. Concurrent with such notice, Sarasota Orchestra shall provide the Chair of the Orchestra Committee and/or the Union Steward a list of said Musicians.
- B. Notwithstanding the foregoing, if the final decision on the granting of tenure to a probationary Musician is to be made by an Acting Music Director who was not present at such probationary Musician's audition and if the decision is NOT to grant tenure to the probationary Musician, then in lieu of termination of employment, the probation period shall be extended one additional season. At the discretion of the Acting Music Director, with agreement of eighty-one percent (81%) of the Tenure Review Committee, the probationary Musician's probation period may be extended for a second, additional season.
- C. The decision of Sarasota Orchestra is final and there shall be no appeal in such cases.

8.4 DISMISSAL OF A PROBATIONARY MUSICIAN FOR JUST CAUSE (NON-ARTISTIC REASONS)

- A. Musician shall be notified in writing by Sarasota Orchestra of its decision to dismiss said Musician for Just Cause.

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- B. A probationary Musician who has received a notice of dismissal for Just Cause shall have a right to grieve the dismissal in accordance with the terms of Section 11.0.

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9.0 DISMISSAL OF A NON-PROBATIONARY MUSICIAN

9.1 DISMISSAL FOR ARTISTIC REASONS

- A. Between April 1 and May 1 of the current season, Sarasota Orchestra shall notify the Chair of the Orchestra Committee and/or the Union Steward of its intent to dismiss a non-probationary Musician by the end of the following season.
- B. By May 15 of the current season, a non-probationary Musician will be notified in writing by Sarasota Orchestra of its intent to dismiss said Musician by the end of the following season.
 - 1. This notice will give specific reasons for possible dismissal.
 - 2. From May 15 of the current season to January 15 of the following season, the Music Director and the Musician shall meet at least two (2) times in order to maintain a dialogue regarding the Musician's performance. All such meetings shall be attended by the Music Director, the Musician, the Personnel Manager or Agent, and the Union Steward.
 - 3. The Musician will have until January 15 of the following season to satisfy the complaints of the Music Director regarding their performance in the area(s) specified.
 - 4. Between January 16 and January 19, the Music Director shall decide whether reasons for dismissal of which the Musician was apprised persist, and if so the Music Director shall inform the President & CEO, the Chair of the Orchestra Committee and the Union Steward of their decision. Notice of Dismissal by Sarasota Orchestra will be issued by January 20.
 - 5. Any non-probationary Musician who has received a Notice of Dismissal shall have the right to appeal under the Appeal Procedures outlined in Section 9.3.
 - 6. A Music Director, during their first or final year of employment, may not initiate dismissal proceedings against a non-probationary Musician for artistic reasons.
 - 7. A non-probationary Musician shall have the option of resigning at a mutually agreeable time.

9.2 DISMISSAL FOR JUST CAUSE (NON ARTISTIC REASONS)

- A. Musician shall be notified in writing by Sarasota Orchestra of its intent to dismiss or discipline said Musician for Just Cause.
- B. A non-probationary Musician who has received a Notice of Dismissal or Discipline for Just Cause shall have the right to grieve the dismissal or discipline in accordance with the terms of Section 11.0.
- C. Disciplinary actions may include, but are not limited to, a written reprimand, written warning, or a suspension without pay.
- D. In the event Sarasota Orchestra determines that a musician's conduct should be addressed, but does not deem the matter to rise to the level of a formal discipline, it may issue a written "Coach and Counsel", which shall be placed in the musician's personnel file; provided however, the "Coach and Counsel" shall not be deemed formal discipline and may not be used by Sarasota Orchestra for progressive discipline.

9.3 APPEAL PROCEDURE FOR ARTISTIC DISMISSAL OF NON-PROBATIONARY MUSICIAN

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- A. Dismissal Appeal Committee. Prior to November 15 of any season in which an artistic dismissal is pending, the contracted members of the Orchestra shall elect nine (9) tenured Musicians to serve as the Dismissal Appeal Committee, one of whom shall be elected Chair by the other members. This Committee will serve for the season in which it is elected. The election of the Dismissal Appeal Committee shall be held as follows:
1. The Union Steward shall prepare secret ballots. The vote count will not be tabulated at this time but ballots will be kept under seal at the Union. In the event a Musician appeals a Notice of Dismissal, the votes will be counted by the Union Steward and two witnesses, with the results being given simultaneously to Sarasota Orchestra, the Union, and the Orchestra Committee. All tabulations shall be kept in the event that someone is unable to serve and an alternate must be chosen from the runners-up.
 2. The entire orchestra shall vote for four (4) Musicians who are Principal Players. Of these Principals, two (2) must be from the string sections, one (1) from the woodwinds, and one (1) from brass or percussion. For the purposes of the procedure outlined herein, the harp shall be considered a string instrument and the piano a percussion instrument.
 3. Five (5) other members shall be chosen as follows:
 - a. String players, including harp, shall elect five (5) string players.
 - b. All woodwinds, brass and percussion players, including piano, shall elect five (5) players from the above-mentioned group.
 4. When the dismissal occurs in the string sections or harp, the four (4) Principal Players plus the five (5) members from the string section shall comprise the Dismissal Appeal Committee.
 5. When the dismissal occurs in the woodwind, brass or percussion sections, the four (4) Principal Players, plus the five (5) members from the respective group, shall comprise the Dismissal Appeal Committee.
 6. Musicians who may have a potential conflict of interest shall be ineligible to serve on a Dismissal Appeal Committee. These Musicians are defined as follows: Musicians not returning the following season by reason of resignation or dismissal, the appealing Musician, all other Musicians under the dismissal process, any member of the immediate family of another committee member or immediate family of any Musician under notice of dismissal (reference 2.18), and the immediate family of the Music Director or conducting staff.
 7. If the Union Steward is elected to serve on the Dismissal Appeal Committee, an alternative Steward (to be chosen by the Union) will be designated for the purposes of the Dismissal Appeal process.
 8. No member of the Dismissal Appeal Committee shall have their position in the orchestra jeopardized because of their activities as a member of the committee, nor shall there be any form of recrimination or harassment brought against any member of the committee. Sarasota Orchestra and The Union shall make legal counsel available to the committee after the review process is completed, if necessary. The choice of counsel will be mutually agreeable to Sarasota Orchestra, the Union and the committee, and all costs will be shared equally by the Sarasota Orchestra and the Union.

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- B. A Musician may appeal termination of contract for artistic reasons by notifying Sarasota Orchestra in writing.
1. The Appeal Process, from date of the written Notice of Dismissal to date of written confirmation of the outcome shall not take more than sixty (60) calendar days inclusive. Any Appeal not concluded within sixty (60) days shall render the dismissal null and void. The sixty (60) days may be extended for extraordinary circumstances by mutual consent of Sarasota Orchestra and the Dismissal Appeal Committee.
 2. The Musician may begin the appeal process any time within fourteen (14) days of receipt of written Notice of Dismissal.
 3. Within twenty-one (21) days after receiving the Musician's written Notice of Appeal, the President & CEO or designee shall meet with the Music Director and the Dismissal Appeal Committee to review the case.
 4. Within twenty-one (21) days of the President & CEO's receipt of the Notice of Appeal, the Dismissal Appeal Committee shall meet with the Musician to review the case.
 - a. Sarasota Orchestra will provide all relevant documentation to the Committee pertaining to the specific reasons for the action. The documents shall be rendered within seven (7) days of Sarasota Orchestra's receipt of request, and the appealing Musician shall receive a copy of all documentation.
 - b. The Committee will meet with the Music Director to discuss the Musician's case. The President & CEO or Agent and the Union Steward or designee may be present at this meeting for procedural oversight purposes.
 - c. The appealing Musician will provide the Committee a written response to Sarasota Orchestra's documentation within one week of Musician's receipt of the documentation from Sarasota Orchestra.
 - d. The Committee will meet with the appealing Musician to discuss the Musician's response. An additional meeting, if requested by the Musician, must be granted.
 - e. The Committee may request individuals relevant to the dismissal to appear for confidential consultation.
 - f. The Committee proceedings will be closed and confidential, but minutes of the meeting, with names stricken and name references removed, will be kept by the Union Steward or designee and made available to the Musician under review.
 - g. All nine (9) members must attend all meetings.
 - h. The Committee will vote by secret ballot either in favor of or against the Musician. If six (6) or more members vote in favor of the Musician, they will retain their position.
 - i. The Union Steward or their designee and Sarasota Orchestra Agent shall prepare secret ballots and shall tabulate the outcome for the Committee. The outcome of the ballot will be announced by the Union Steward upon completion of the tabulation. Vote count will not be revealed. Ballots, minutes of committee meetings, and related documents shall be sealed and held in trust by Sarasota Orchestra's attorney until and unless there is cause to unseal said records.

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- j. Written confirmation, from the Union Steward, of the outcome shall be sent to the Appealing Musician, Sarasota Orchestra, the Union and the Chair of the Orchestra Committee at the conclusion of the proceedings.

9.4 RESTITUTION of RIGHTS

If a decision is made not to proceed with contract termination, the Musician will receive full rights, benefits and back wages, as if the termination proceedings had not been initiated.

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10.0 RESIGNATION

- A. A Musician may resign by giving written notice to Sarasota Orchestra on or before March 31st of that season. The resignation will be effective at the close of that contract year. It is understood that Musicians will make every effort to inform Sarasota Orchestra in a timely manner of plans to resign.
- B. If a Musician resigns during a season or gives notice of resignation after signing a contract for the upcoming season the Musician shall receive remuneration for actual services performed. All benefits provided by Sarasota Orchestra shall cease immediately upon termination of employment.

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11.0 RESOLUTION OF PROBLEMS

In order to fulfill the requirements as set forth in the grievance process, all applicable deadlines shall be considered only within the context of the established Contract Period (36 weeks). Should a deadline occur outside (after the conclusion of) a current Contract Period, the time allowed shall accrue to, and commence with, the next Contract Period.

- A. Musicians, Orchestra Committee, and Sarasota Orchestra Artistic and Administrative Staff are encouraged to discuss and resolve problems as they arise.
- B. Prior to the filing of a formal Grievance, the aggrieved party shall submit a letter of complaint, within twenty-one (21) days of the event giving rise to the complaint, to the President & CEO of Sarasota Orchestra or the Chair of the Orchestra Committee, as may be appropriate. Sarasota Orchestra or the Orchestra Committee shall respond to said complaint within five (5) working days and schedule a meeting with all parties involved within twenty-one (21) days. If mutually agreed upon, a mediator may be called upon to facilitate discussion at this meeting.
- C. In the event a problem cannot be resolved in this manner, the following procedure may be undertaken.

11.1 GRIEVANCE & ARBITRATION

A grievance for purposes of this grievance procedure is defined as a claim that there has been a violation, misinterpretation, or misapplication of a provision in this Collective Bargaining Agreement (and/or Employment Contract), or a violation of an alleged past practice.

- A. A grievance shall be submitted in writing to the Employer, the Union, and the Orchestra Committee within twenty-one (21) days of the date of the meeting referenced in Section 11.0.B. The grievance shall state the nature of the complaint and, the section(s) of this Agreement or past practices which is/are alleged to be in violation and describing the manner in which the violation occurred.
 - 1. Within fourteen (14) days from receipt of the written grievance, the President & CEO or designee, Chair of the Orchestra Committee and the Union Steward will meet with the aggrieved party to seek a mutually acceptable resolution.
 - a. The aggrieved party may, if they wish, have a representative of their choice present at this meeting.
 - b. In the case of an artistic grievance, the Music Director shall be present.
 - c. All parties will present detail of their claim and/or defense with supporting evidence at this meeting.
 - 2.
 - a. If a resolution is reached, it will be so noted in writing, by Sarasota Orchestra and the Union. This will serve as notice that the grievance has been satisfactorily settled.
 - b. If a resolution cannot be reached, the aggrieved party may file for arbitration in accordance with Section 11.1.B.
- B. In the event either party is not satisfied with the outcome of the meeting referenced in Section 11.1A.1, they may submit the grievance to arbitration in accordance with the rules of the American Arbitration Association (AAA). It is understood that matters for arbitration can only be filed by the Union and Sarasota Orchestra. Submission of a grievance to arbitration shall be initiated by the aggrieved party

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by filing a written request with the AAA within twenty-one (21) calendar days of the meeting referenced in Section 11.1A.1. The disposition of the grievance made by the arbitrator shall be final and binding, providing that the arbitrator shall have no power to add or subtract from, modify, or otherwise alter the provisions of the Collective Bargaining Agreement/Employment Contract. The fees and expenses of the arbitrator shall be shared equally by the aggrieved party and the party against whom/which the grievance has been filed. All claims, disputes, or issues relating to or arising out of the Just Cause dismissal of a Musician shall be submitted for resolution exclusively by arbitration in accordance with the rules of the AAA and only after all internal resolution efforts, as provided herein, have been exhausted.

C. NON-CONSIDERATION OF GRIEVANCE

Sarasota Orchestra and the Union shall not be required to consider any grievance that has not been properly processed in accordance with this Agreement.

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12.0 LENGTH OF CONTRACT, HOLIDAYS, VACATIONS & RENEWAL

12.1 This Collective Bargaining Agreement covers three (3) seasons of the Sarasota Orchestra commencing with the 2023/2024 season and ending with the 2025/2026 season. The Contract Period shall be 36 weeks per season for the term of this agreement. Inclusive dates defining the season shall be decided by Management.

12.2 HOLIDAYS

No services, unless by choice of a Resident Ensemble or affected Musicians (as represented by the Orchestra Committee), shall be scheduled on New Year's Day, Palm Sunday morning (until 1:00 pm), Easter, Thanksgiving Day, Christmas Eve Day, Christmas Day or New Year's Eve (after 9:45 pm). Musicians who wish to observe from the sundown which begins Rosh Hashanah, Passover and Yom Kippur to the sundown which ends those holidays will be allowed this time off without pay but without penalty. Other religious holidays will be considered by Sarasota Orchestra on an individual basis. If a Musician is asked to play on any holiday, the Musician may decline without pay but without penalty. In the case of requested absence for other religious holiday(s), Musician shall notify Sarasota Orchestra, Inc. at least twenty-eight (28) days prior to the date of requested absence.

12.3 VACATIONS

A. During each thirty-six (36) week contract period, all Core musicians shall receive two (2) paid vacation weeks. One week will occur around the Christmas Holiday and one week will occur during the spring subject to the official calendar.

B. Full Orchestra Musicians shall have no designated vacation week.

12.4 EMPLOYMENT CONTRACT RENEWAL DATE

A. Musicians currently under contract shall be offered a contract renewal for the following season no later than March 31 of the current season, except when dismissal notice has been given under the terms of this Agreement.

B. These contracts shall be signed and returned by the Musician to Sarasota Orchestra by April 15 of the current season.

1. Contracts may be hand delivered to, and signed and dated by, the President & CEO or Agent, thereby verifying receipt; or contracts may be mailed and postmarked on or before April 15th of the current season.

2. Contracts not received per Section 12.4.B.1 will be considered null and void.

3. Prior to April 15th of the current season, a Musician may submit a written request for a short-term extension of the deadline to the Artistic Administrator. Sarasota Orchestra may grant, in writing, the requested extension, clearly indicating the date by which contracts must be received, per Section 12.4.B.1. Contracts not received by the date of this extension shall be considered null and void.

4. In the event that emergency and/or extraordinary circumstances result in Sarasota Orchestra not receiving a Musician's contract by April 15, Sarasota Orchestra shall extend the contract offer to said Musician.

C. This Agreement shall be a part of each individual Employment Contract executed between Sarasota Orchestra and a Musician.

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D. Musician reserves the right to negotiate better terms or conditions than those set by this Collective Bargaining Agreement. Such terms and conditions shall, in all circumstances, apply only to that individual Musician and shall not accrue to the “chair” or any substitute Musician.

12.5 Should a standard performance and/or rehearsal venue, which is used on a regular basis by Sarasota Orchestra, become unavailable for an extended period (four weeks, or more), which impacts significantly rehearsals and/or performances by Sarasota Orchestra, Sarasota Orchestra may request to negotiate with the Orchestra Committee an adjustment to the affected contract period.

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13.0 NUMBER OF SERVICES

The thirty-six (36) week contract period for each season of the three (3) year contract term shall consist of the following services:

13.1 RESIDENT ENSEMBLE MUSICIAN (REM)

Services governed by Section 4.4.

Each Resident Ensemble shall establish a rehearsal schedule sufficient to meet the artistic performance standards of the Resident Ensemble and Sarasota Orchestra.

All Resident Ensemble rehearsals shall be scheduled at the discretion of and by the Resident Ensemble, and shall be at Orchestra Center unless a change of venue is approved by the Vice President of Artistic Operations or designee. When a Substitute Musician is in the ensemble, a member of the Resident Ensemble must submit a record of all services performed by the Substitute Musician at the conclusion of the final performance.

13.2 NON-RESIDENT ENSEMBLE MUSICIAN (NON-REM)

Services covered by Section 4.4

13.3 FULL ORCHESTRA MUSICIAN (FOM):

A. Full Orchestra Musician: The minimum number of services offered in each of the four (4) contract seasons shall be as follows:

- Tier 1 130 services: 3rd trumpet, 3rd flute/piccolo, 3rd/bass clarinet**
- Tier 2 65 services: section strings and Assistant horn**
- Tier 3 55 services: English horn and contrabassoon**

13.4 SERVICES ARE DEFINED IN SECTION 3.0.

13.5 FULL ORCHESTRA MUSICIAN FULFILLMENT of AGREEMENT

Full Orchestra Musicians shall receive priority contracting by Sarasota Orchestra for performance of services.

- A. Sarasota Orchestra shall make available to Full Orchestra Musicians those services for which their instrument is required by repertoire, as outlined in the Orchestra Calendar, reference Section 4.3.B.
- B. Except in cases of family emergencies or verified medical emergencies, any Non-Probationary Full Orchestra Musician performing less than 60% of the offered services as determined by the Orchestra Calendar for the current contract period may be placed on Attendance Probation for the following season. Should the musician fail to perform at least 60% of the offered services during the Attendance Probation season, their contract may be terminated. Should the Musician perform at least 60% of the offered services during the Attendance Probation season, their Non-Probationary status shall be restored.

In cases where Sarasota Orchestra cancels a service or releases a Musician from a service which the Musician has accepted, the Musician shall receive credit for having performed that service when calculating the minimum 60% attendance requirement. Additionally, if a Musician performs services not originally offered in the Orchestra Calendar or originally declined in their Letter of Commitment

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response, these services shall also be considered when calculating the minimum 60% attendance requirement.

In cases of family emergencies or verified medical emergencies, Full Orchestra Musicians shall receive credit for having performed services for which they may have had to cancel due to said emergencies.

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14.0 MUSICIANS' LEVELS

There shall be three (3) levels of Musicians, defined as follows:

14.1 RESIDENT ENSEMBLE MUSICIAN (REM CORE)

- A. These Musicians, referred to as REM Core, shall perform services as defined in Section 3.0.
- B. REM Core shall regularly perform chamber music.
- C. REM Core may be “titled” Musicians.
- D. Resident Ensembles, of which REM Core are members, may include, but are not limited to:
 - 1. SARASOTA STRING QUARTET (SS4)
 - 2. SARASOTA WIND QUINTET (SW5)
 - 3. SARASOTA BRASS QUINTET (SB5)
 - 4. SARASOTA PIANO QUARTET (SP4)
- E. There shall be a minimum of eighteen (18) REM Core.

14.2 NON-RESIDENT ENSEMBLE MUSICIAN (NON-REM CORE)

- A. These Musicians, referred to as NON-REM Core, shall perform services as defined in Section 3.0.
- B. NON-REM Core may regularly perform chamber music.
- C. NON-REM Core may be “titled” Musicians.
- D. Minimum number of NON-REM Core shall be thirty (30).
 - 1. Should the Audition Committee determine and vote to not award a contract for a NON-REM Core vacancy, then the minimum number of NON-REM Core Musicians shall be reduced by the number of un-filled vacancies until such time as the position is filled by audition or appointment.
 - 2. NON-REM Core positions may remain vacant for not longer than one season or until such time as a qualified candidate is awarded the position by the Audition Committee. Auditions to fill the position must be held before the last contract day of the current season.

14.3 FULL ORCHESTRA MUSICIAN (FOM)

- A. Full Orchestra Musicians shall perform services as defined in Section 3.0.
- B. There shall be a minimum of twenty-eight (28) Full Orchestra contracts.
- C. Full Orchestra Musicians will be engaged as required by repertoire except for situations in Holley Hall wherein there is insufficient space on stage for the full complement of instruments required by the score. In such situations, the identity of the instruments to be omitted, because of lack of space, shall be determined by the Music Director or Conductor after consultation with the Artistic Advisory Committee. It is understood that run-outs of these programs, wherein additional rehearsals cannot be accommodated, will use the Holley Hall instrumentation.

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5. Conductor shall have discretion for Pops Concerts.

B. Titled Musicians shall include: CONCERTMASTER, ASSOCIATE CONCERTMASTER, ASSISTANT CONCERTMASTER, PRINCIPAL SECOND VIOLIN, ASSISTANT PRINCIPAL SECOND VIOLIN, PRINCIPAL VIOLA, ASSISTANT PRINCIPAL VIOLA, PRINCIPAL CELLO, ASSISTANT PRINCIPAL CELLO, PRINCIPAL BASS, ASSISTANT PRINCIPAL BASS, PRINCIPAL FLUTE, PRINCIPAL OBOE, PRINCIPAL CLARINET, PRINCIPAL BASSOON, PRINCIPAL and/or CO-PRINCIPAL HORN (2 Positions), PRINCIPAL and/or CO-PRINCIPAL TRUMPET (2 positions), PRINCIPAL TROMBONE, PRINCIPAL TUBA, PRINCIPAL PIANO, PRINCIPAL TIMPANI, PRINCIPAL HARP, PRINCIPAL PERCUSSION, PRINCIPAL LIBRARIAN, AND ASSISTANT PRINCIPAL LIBRARIAN.

Upon vacancy of current Second Flute, Oboe, Clarinet and Bassoon positions, those positions will be auditioned as "ASSISTANT PRINCIPAL/SECOND FLUTE, ASSISTANT PRINCIPAL/SECOND OBOE, ASSISTANT PRINCIPAL/EB/SECOND CLARINET, AND ASSISTANT PRINCIPAL/SECOND BASSOON.

C. LIBRARIAN STAFFING.

No less than one (1) Librarian shall be assigned for every Sarasota Orchestra service (rehearsal, sound check, performance), for which a conductor has been engaged. One (1) or more Librarians may be assigned to any chamber ensemble performance.

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15.0 PAY SCHEDULE

All Principals, Co-Principals, Associate Principals, and Assistant Principals (Titled Musicians) shall receive a Chamber Music supplement calculated as a percentage over Principal scale based on the following schedule and included in the Salary Table in Section 15.1.

CATEGORY	2023/2024	2024/2025	2025/2026
REM Titled Musicians	10%	10%	10%
Non REM Titled Musicians	5%	5%	5%

15.1 CORE MUSICIAN SALARY AND FULL ORCHESTRA PER SERVICE RATES

ANNUAL SALARY	2023/2024	2024/2025	2025/2026
REM Principal (Base + 25% + Chamber supplement per Section 15.0)*	\$ 59,207.44	\$ 62,167.81	\$ 65,276.20
REM Assistant Principal (Base + 10% + Chamber supplement per Section 15.0)	\$ 52,748.44	\$ 55,385.87	\$ 58,155.16
Non REM Principal (Base + 25% + Chamber supplement per Section 15.0)	\$ 56,516.19	\$ 59,342.00	\$ 62,309.10
Assistant Principal (Base + 10% + Chamber supplement per Section 15.0)	\$ 50,057.20	\$ 52,560.06	\$ 55,188.06
Section Winds, Section Brass, Section Percussion (Base + 5%)	\$ 45,212.95	\$ 47,473.60	\$ 49,847.28
String Section (Base Salary)	\$ 43,059.95	\$ 45,212.95	\$ 47,473.60
<i>*Concertmaster & Associate Concertmaster over-scale not included</i>			
Full Orchestra Musicians			
Section Winds, Section Brass, Section Percussion (Base + 5%)	\$ 170.06	\$ 178.56	\$ 187.49
FULL ORCHESTRA Base Rate	\$ 161.96	\$ 170.06	\$ 178.56

15.2 SALARY ADMINISTRATION

A. Core Musicians shall be paid on a 52-week schedule. The remuneration for each semi-monthly pay period shall be computed by dividing the Musician's salary by twenty-four (24).

SERVICE DEDUCTION RATES	2023/2024	2024/2025	2025/2026
Principal (Base + 25%)	\$ 202.45	\$ 212.58	\$ 223.20
Assistant Principal (Base + 10%)	\$ 178.16	\$ 187.07	\$ 196.42
Section Winds, Section Brass, Section Percussion (Base + 5%).	\$ 170.06	\$ 178.56	\$ 187.49
String Section (Base Salary)	\$ 161.96	\$ 170.06	\$ 178.56

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Any service deduction from Musician's remuneration shall be deducted within the pay period in which it occurs (or in the pay period immediately following) with the exception of Section 7.1.D, and shall be as follows:

1. One Service at the Service Deduction rate (reference Section 15.2.A).
 2. Chamber Ensembles shall, with a unanimous vote, have the option of re-scheduling rehearsal(s) that were originally scheduled and which would impact a Musician's deduction.
- B. It is the policy of Sarasota Orchestra to pay employees by check or direct deposit. Salaries are payable semi-monthly on the 10th and 25th of each month. Should the 10th or 25th of the month fall on a weekend or holiday in which Sarasota Orchestra offices are closed, checks will be drawn on the last working day before the weekend or holiday.
- C. Should the final concert of a series occur on or after a regular payroll cutoff day, full orchestra and non-contract service compensation for that series shall be paid in the pay period immediately following.
- D. Should the final concert of a series occur on or after a regular payroll cutoff day, all miscellaneous compensation, such as but not limited to doubling, travel, and overtime, for Core Musicians shall be paid in the pay period immediately following.
- E. Employees on each payday will receive, in addition to their check and/or direct deposit notification, a statement showing gross pay, deductions and net pay. Local, state, federal and Social Security taxes, and applicable Union work dues will be deducted automatically. No other deductions will be made unless required or allowed by law, contract, or employee obligation.
- F. Employees may elect to have voluntary deductions taken from their pay only if they authorize the deductions in writing. Any changes, including but not limited to individual deductions (such as flexible spending, 403(b), and AFLAC premiums), health insurance, and Union work dues that would affect a Musician's salary and/or deductions must be made in writing, signed, and dated. Requests that affect Core Musicians' payroll must be received by the Director of Human Resources no later than fourteen (14) days before the pay period for which they are requested.
- G. In order to remain in compliance with federal, state and/or local regulations, Sarasota Orchestra requires the full cooperation of all Musicians. Any such forms or information requested by the Administrative Offices must be returned in a timely manner. Requests from the Administrative Offices will include the date of the request and a "return no later than" return date. It is the responsibility of the Musician to respond by the return date. Any negative consequences for failure to do so shall accrue to the Musician.
- H. Two (2) semi-monthly salary advances are permitted for each Core Musician during each fiscal year (August 1 through July 31) no sooner than the first day of the pay period for which it is requested. Any such request shall be in writing and submitted to the Director of Human Resources no less than three (3) working days before the date for which the advance is requested. Additional requests may be granted at the discretion of the Chief Financial Officer.
- I. Any salary advance will be deducted from the regularly scheduled payroll check from which it is advanced.
- J. The Director of Human Resources shall inform the Employee of option(s) for distribution of semi-monthly remuneration before disbursement of first paycheck.

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15.3 SOLOIST COMPENSATION

- A. A Soloist shall be defined as a Musician performing a work of expressly concertante character and, accordingly, may perform such work from a position at or near the front of the orchestra rather than from their normal seat.
- B. Musicians who perform solos which are incorporated into the specific structure of a composition shall not receive soloist compensation.
- C. Unless otherwise agreed to by Musician and Sarasota Orchestra, a Musician invited to perform as a soloist with Sarasota Orchestra shall be paid not less than the fees listed below. Musician shall have the right to refuse such offer without penalty.
- D. Soloist compensation shall be in addition to regular compensation. Except for Masterworks, it is expected that a soloist from the orchestra will perform a portion of that concert/series as a member of the orchestra section. Soloist and Conductor will determine specific orchestra repertoire in which soloist will, or will not, perform as a member of the orchestra.
- E. Masterworks: Fee shall be negotiated between Soloist and Sarasota Orchestra.
- F. For all other solo performances, there shall be a minimum base fee of \$750 for the series. Additional compensation may be negotiated between Soloist and Sarasota Orchestra.
- G. A Musician may perform non-concertante style “feature” repertoire (either solo or section feature) on Great Escapes or Pops program without requiring soloist pay as outlined in Section 15.3.F. However, such “feature” repertoire may be eligible for solo pay at a lesser rate than listed in Section 15.3.F. Repertoire and fee are to be negotiated and mutually agreed upon in advance between soloist(s) and Artistic Administrator.

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16.0 SUPPLEMENTAL INCOME

16.1 TRAVEL

- A. ORCHESTRA: Travel Allowance is applicable for Musicians (except Core) living farther than thirty-five (35) miles from Orchestra Center. Full Orchestra Musicians and Non-Contracted Musicians (Substitutes and Extras) residing in the state of Florida shall receive a travel allowance based on sixty-five percent (65%) of the per-mile Internal Revenue Service rate that is in effect when contracts are issued in March (for the following season). Non-Contracted Musicians (Substitutes and Extras) residing further than one hundred fifty (150) miles from Orchestra Center will be eligible for individually negotiated travel allowance. The per-mile rate will be applied to each round trip from the Musician's home to Orchestra Center. Travel distances shall be determined by the use of acceptable computer-based programs that compute the shortest mutually acceptable distance between the Musician's address of record and Orchestra Center's address of record.
1. Travel shall not be paid for any Musician with a Sarasota, Bradenton, Palmetto, Venice or Myakka address.
 2. A Travel Addendum, listing the complete details and terms of compensation for travel, shall be part of a Full Orchestra Musician's Contract when such Musician resides outside the state of Florida. If a Full Orchestra Musician who resides within the state of Florida moves outside of the state, they will be required to meet with the Artistic Administrator to discuss travel compensation.
 3. If Orchestra performs a service farther than thirty-five (35) miles from Orchestra Center, Sarasota Orchestra has the option of providing bus transportation, in lieu of Travel Allowance, for all Musicians. If location of any service is less than thirty-five (35) miles from the home of a Musician to whom travel allowance is currently paid, allowance shall not be applicable for that specific service.
 4. When two services occur in one day, a single travel allowance shall be paid, except when scheduled time between commencement of services in one day is seven (7) hours or longer.
- B. CORE: A Core Musician shall not receive a travel allowance per Section 16.1.A except when Sarasota Orchestra requires a Core Musician to travel more than thirty-five (35) miles from Orchestra Center for a specific service. The driver of their personal vehicle will be reimbursed for its use. This amount will conform to IRS regulations and will be adjusted in subsequent contract years. At the request of a Resident Ensemble, Sarasota Orchestra will provide a rental vehicle for the ensemble in lieu of the above travel allowance.
- C. One-way travel distances shall be determined by the use of acceptable computer-based programs that compute shortest distances between the origination (Sarasota Orchestra Center at address of record, unless determined otherwise) and the destination address of record. Travel will be paid for the round-trip (one-way distance times 2). Such allowances shall not exceed the amounts as referenced in Sections 16.1.A.1-4.

16.2 CARTAGE

For each roundtrip service at which Musician is required to transport a "Drum Set", "Harp", or "Acoustic and Electric Bass", said Musician shall be paid a sum of \$20.00. Other cartage may be addressed on an "as needed" basis and shall be agreed upon before implementation.

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16.3 DOUBLING

- A. A Musician who is required by repertoire or Conductor to play more than one instrument at any single orchestra service shall receive, in addition to their regular wage, 15% of their per service rate for each doubled instrument.
- B. Even if required by contract, the premium set forth in this section shall be paid when both instruments listed below are played at the same service:
 - 1. Flute and Piccolo or Alto Flute
 - 2. Oboe and English Horn
 - 3. Clarinet and Bass Clarinet, Contrabass Clarinet, Eb Clarinet, C Clarinet, or Bass Horn
 - 4. Bassoon and Contrabassoon
 - 5. Percussion and Drum Set
 - 6. Percussion and Timpani
 - 7. Trumpet and Piccolo Trumpet or Rotary Trumpet
 - 8. Trombone and Alto Trombone
 - 9. Horn and Wagner Tuba
 - 10. Trombone and Euphonium
 - 11. Tuba and Cimballo
- C. For the purpose of this section, the following combinations shall not be considered doubling:
 - 1. Piano, Celeste, Synthesizer, Harpsichord, Organ, or other keyboard double
 - 2. All standard percussion instrument(s)
 - 3. Bb and A Clarinet
 - 4. Bb Trumpet and Trumpets in any other key
 - 5. Tuba in Bb, C, Eb, and F
- D. Additional doubling situations not specifically listed in this section will be determined by the Music Director or Conductor, the affected Musician(s), and approved by the Artistic Administrator prior to the first rehearsal of the series.
- E. Doubling shall be applicable to chamber music, with the exception of repertoire programmed and performed by members of an established Resident Ensemble.
- F. Doubling Forms must be submitted to the Personnel Manager no later than the final performance of a concert series.

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16.4 OVERTIME

Any orchestra service which exceeds the time limits as noted in Section 3.0 shall be subject to overtime payment. Overtime shall be in fifteen (15) minute segments not to exceed two segments.

- A. Overtime shall be paid to the affected Musicians at the rate of 25% of their established per service rate for every fifteen (15) minutes of total overtime.
- B. Double Overtime (two [2] fifteen [15] minute segments) shall incorporate a five (5) minute break.
 - 1. If double overtime is called at the end of a scheduled rehearsal, the second overtime segment shall be preceded by a five (5) minute break. By mutual majority agreement, and in consideration of allowable rehearsal time without a break, the five (5) minute break may be placed at the end of the second overtime segment (extend rehearsal by twenty-five [25] minutes). Under no circumstance will a Musician be required to rehearse longer than ninety (90) consecutive minutes.
- C. The conductor will be allowed three (3) minutes, without stopping for rehearsal, to finish a movement already in progress without incurring overtime, not to exceed three (3) times in any one season.
- D. SOUND CHECK – A thirty (30) minute sound check shall be remunerated at double overtime (two [2] fifteen [15] minute segments) rate. A five (5) minute break shall not be required (reference Section 4.4.F).

16.5 PER DIEM FOR RESIDENT ENSEMBLES & SARASOTA ORCHESTRA SPONSORED RUN-OUTS

- A. Allowance shall be pre-paid.
- B. Meal allowance will be paid when Musicians have been scheduled by Sarasota Orchestra for a run-out during the following times:
 - 1. Breakfast - if departure is prior to 7:30am and if return is after 9:00am.
 - 2. Lunch - if departure is prior to 11:00am and if return is after 1:30pm.
 - 3. Dinner - if departure is prior to 5:00pm and if return is after 7:30pm.
- C. In the following amounts:

Breakfast	\$ 10.00
Lunch	\$ 20.00
Dinner	\$ 30.00
- D. Sarasota Orchestra has the option of providing a meal in lieu of Per Diem. In this case, appropriate alternative entrees will be provided for those Musicians who, for religious or health reasons require special menus, provided the Musicians give Sarasota Orchestra adequate notification.
- E. Per Diem shall apply only to services of more than thirty-five (35) miles from Orchestra Center.

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17.0 BENEFITS

17.1 HEALTH INSURANCE

- A. Sarasota Orchestra will maintain a group health insurance policy for all Core Musicians who elect to participate. Eligibility for participation will begin the first of the month following sixty (60) days of employment. The policy may have a deductible, not to exceed \$500 per policy year, and Sarasota Orchestra will contribute a percentage of the individual Musician's premium per the schedule below. Any Core Musician, who elects spousal and/or dependent coverage, shall pay eighty-five percent (85%) of the cost of that coverage.

	<u>2023/2024</u>
Sarasota Orchestra contribution:	80%
Musician's contribution:	20%
Spouse, Domestic Partner, and/or dependent	
Sarasota Orchestra contribution*:	15%
Musician's contribution:	85%

**To begin with the renewal policy beginning November 1, 2023*

It is agreed that the health insurance plan will be re-opened in each of the three (3) contracted years. As part of re-opening, the parties agree to discuss plan construction including deductible. Sarasota Orchestra agrees that its contribution will not be less than 75% of the individual base plan premium in years 2, and 3.

- B. Should local, state or national law, and/or other factors outside the control of Sarasota Orchestra impact Sarasota Orchestra's ability to provide the benefits enumerated in Section 17.1.A, Sarasota Orchestra, the Union, and the Orchestra Committee will work together to seek possible solutions.
- C. The parties agree to the formation of a Joint Health Insurance Committee which shall be comprised of members of Management and up to five (5) Musicians selected by the Orchestra Committee to meet the requirements set forth in Section 17.1.A.

17.2 FLEXIBLE SPENDING ACCOUNT

Sarasota Orchestra will make available to the Core Musicians on the first of the month following sixty (60) days of employment or more, a Flexible Spending Account Program as allowed by Federal law.

17.3 INSTRUMENT INSURANCE

- A. Sarasota Orchestra will make Instrument Insurance available to all Core and Full Orchestra Musicians, with a \$15,000 cap on the annual cost of the policy to Sarasota Orchestra.
- B. Sarasota Orchestra will pay 100% of the premium of the insured value, per the terms of Section 17.3.A.

17.4 RETIREMENT BENEFITS

Sarasota Orchestra contributions: Sarasota Orchestra will make contributions to the following retirement plan on behalf of all contracted musicians for the three-year term of this agreement:

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2023/2024	2024/2025	2025/2026
403(b) Plan • Graduated Scale SO contribution* • Employee contribution allowed PLUS • 50% Employer match up to 2.0% of annual wages	403 (b) Plan • Graduated Scale SO contribution* • Employee contribution allowed PLUS • 50% Employer match up to 2.0% of annual wages	403(b) Plan • Graduated Scale SO contribution* • Employee contribution allowed PLUS • 50% Employer match up to 2.0% of annual wages

*403(b) Plan Graduated Scale SO contribution based on Musician’s attained age on September 1st of each year.

Under Age 50	4%
Age 50+	5%

17.5 DISABILITY INSURANCE

- A. Sarasota Orchestra shall provide long term disability insurance for all Core Musicians. Sarasota Orchestra shall contribute 100% of the premium.

- B. Sarasota Orchestra shall provide short term disability insurance for all Core Musicians. Sarasota Orchestra shall contribute 100% of the premium.

17.6 OTHER BENEFITS

Sarasota Orchestra will continue, throughout the term of this Agreement, to explore other benefit options for its employees. Sarasota Orchestra will meet with the Orchestra Committee when circumstances warrant, to discuss benefits. Benefits in addition to those currently offered (Section 17.0) may be implemented at any time during the term of the Agreement.

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18.0 MISCELLANEOUS

18.1 CONTRACTS

- A. All REM, NON-REM, and FOM Musicians shall receive an Employment Contract.
- B. The Contract shall contain standard information plus the following:
 - 1. Musician's INSTRUMENT
 - 2. Musician's POSITION
 - 3. Musician's LEVEL
 - 4. TERM of the Contract
 - 5. Probationary or non-probationary STATUS
 - 6. WAGE scale
 - 7. TRAVEL compensation, if applicable.
- C. New musicians receiving season contracts will be provided a copy of the Collective Bargaining Agreement. Other Musicians will be provided a copy of the Collective Bargaining Agreement upon request.

18.2 USE OF SARASOTA ORCHESTRA FACILITIES

Orchestra Center is wholly owned and operated by Sarasota Orchestra. It is hereby recognized that operation of such a facility incurs cost for daily maintenance and upkeep as well as security responsibilities. Use of the facility by contracted Sarasota Orchestra Musicians for individual teaching and practice is based on availability and is subject to all rules and regulations of Sarasota Orchestra. Facility use guidelines shall be posted by all available means.

- A. Designates from each of the four Resident Ensembles shall have key access to the building and receive training on building security and emergency procedures (such training shall not constitute a workshop as defined in Section 3.11). All building use is subject to availability and must be reserved in advance.
- B. Principal Harp, Principal Piano, Principal Timpani, Principal Percussion and Section Percussion (Core Orchestra) shall have key access to the building for the purposes of practicing on Orchestra owned instruments during the Contract Period (Section. 2.12). A condition of being provided key access is receiving training on building security and emergency procedures (such training shall not constitute a workshop as defined in Section 3.11). All building use by aforementioned Core Orchestra Musicians must be reserved in advance.
- C. Within seven days of the close of the Contract Period, keys issued to Musicians shall be returned to Sarasota Orchestra unless otherwise mutually agreed.
- D. Unless otherwise agreed, key access to the building shall be limited to those identified in Section 18.2.A and B.

Sarasota Orchestra does not guarantee individual practice studio space.

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Failure to adhere to the facility's policies may result in the revocation of key entry privilege.

18.3 BULLETIN BOARD AND CORE MUSICIAN MAILBOXES

- A. To maintain an effective avenue for communicating with Sarasota Orchestra employees, Sarasota Orchestra maintains a bulletin board for posting of special notices and official government information regarding issues such as equal employment opportunity, wages and hours, and health and safety. Only designated administrative employees may post or remove information from the Orchestra bulletin board.

- B. A Bulletin Board and Core musician mailboxes, so designated in the area of Artistic Operations, shall be available for the Orchestra Committee and the Union to use for official business, notices, and general Musician information. Sarasota Orchestra shall maintain a designated area where messages, relevant concert information, and correspondence for all musicians will be distributed on a regular, as needed basis. It is the responsibility of all musicians to check the message area regularly during contract period except during established vacation weeks.

18.4 CONDUCTOR EVALUATION FORMS

The Artistic Advisory Committee, as defined elsewhere in this agreement, may circulate and distribute to the members of the orchestra, conductor evaluation forms which are created in consultation with Sarasota Orchestra. Prior to distribution of the forms, notification must be provided to the Artistic Administrator. Completed survey results shall be provided to Sarasota Orchestra within seven (7) days.

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19.0 SAVINGS CLAUSE

Notwithstanding any other provisions herein contained and regardless of how specific any such provision or provisions may be, nothing in this Agreement is intended to violate any federal, State of Florida or local statute, rule or regulation of any kind. Should any provision of this Agreement be found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, with the understanding that Sarasota Orchestra and the Union will meet to discuss an alternative provision for one found to be illegal or unenforceable. This Agreement shall be governed by and construed in accordance with federal, State of Florida, or local law, as applicable.

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20.0 FORCE MAJEURE

In case of Acts of God, fire, epidemic, civil unrest, national disaster, natural disaster, whenever such cause shall arise, this collective bargaining agreement and any contracts issued therewith, may be suspended for the time such cause is existent.

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21.0 NO STRIKE – NO LOCKOUT

Neither the Union nor the Orchestra Committee shall call, authorize, encourage, ratify or condone, and no Musician shall participate in, directly or indirectly, individually or collectively, a work slowdown, sit in, sick-out, walk-out, boycott, any type of strike, sympathy strike, or any other cessation, interference or interruption of work. Any Musician participating in any such activities shall be subject to immediate termination.

If the Union or the Orchestra Committee authorizes a strike (including sympathy strike), slowdown, sit in, or any other type of cessation of work, the Union shall make whole the Sarasota Orchestra for any financial loss it suffers during such cessation of work. If the Union does not authorize the strike, slowdown, sit in, or any cessation of work, the Union has no liability to the Sarasota Orchestra, provided it takes all reasonable steps to immediately attempt to cease the prohibited action.

The Sarasota Orchestra agrees that during the term of this Agreement, it will not use a lockout as an economic weapon against the Union, the Orchestra Committee or the Musicians represented by the Union.

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22.0 ACCEPTANCE

22.1 TERM

THIS COLLECTIVE BARGAINING AGREEMENT shall be effective for a three-year (3) term commencing September 1, 2023 and expiring on August 31, 2026.

22.2 AMENDMENT

The provisions of this Agreement cannot be amended, supplemented, rescinded or otherwise altered unless an agreement is in writing and signed, by Sarasota Orchestra and the Union.

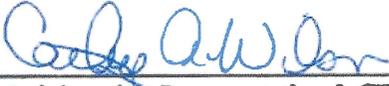
**SARASOTA ORCHESTRA
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IN WITNESS WHEREOF, the parties have ratified this Collective Bargaining Agreement on August 18, 2023.

Florida West Coast Symphony, Inc. d/b/a Sarasota Orchestra

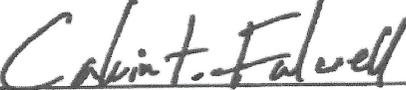


Chair



Administration Representative & CFO

ORCHESTRA COMMITTEE



Chair



Orchestra Committee Representative

AFM, FLORIDA GULF COAST LOCAL 427-721



President

SARASOTA ORCHESTRA
AFM FLORIDA GULFCOAST LOCAL 427-721

COMPILATION OF;
MOA, MOU AND SIDE LETTERS 2023-2026

EXTENSION OF CBA TERMS THROUGH
2026-27 SEASON

Side Letter Agreement –Sarasota Orchestra Auditions for the 2023-2024 season

This Side Letter Agreement, dated May 8, 2023 is between AFM Local 427-721 and Florida West Coast Symphony, Inc., d/b/a Sarasota Orchestra.

This non-precedent setting Side Letter Agreement is in conjunction with open tenure track auditions at the Sarasota Orchestra. The parties acknowledge that three open positions will be auditioned in May 2023 (Principal 2nd violin, Principal Viola, Principal Oboe).

As of this date, the parties also acknowledge there are additional positions that will require auditions or appointments. The schedule below shall serve as the proposed plan and schedule for the remaining positions. By means of this Side Letter Agreement, the parties agree to the following modified terms. Unless otherwise stipulated in this agreement, all terms of the CBA shall remain in full force.

Side Letter Terms

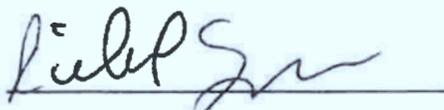
- The following auditions will be held in in September 2023
 - Section Percussion (Sept. 11 &12)
 - Co-principal horn (Sept. 13 &14)
 - Principal Tuba (Sept. 20 &21)
 - Co-principal trumpet (Sept. 22 &23)

- The parties agree to appoint a one-year player for 2023-2024 with the intention of holding tenure track auditions in May 2024
 - Fourth horn
 - 2nd Clarinet
 - Third Flute/piccolo
 - FOM violin

- The parties agree to hiresubstitute musicians for the following openings with the intention of holding auditions in May 2024
 - FOM bass

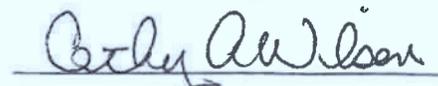
When executed below, this Side Letter Agreement will be in full force.

For AFM Local 427-721:


Date 5-10-2023

For Sarasota Orchestra:


Date May 11, 2023


Date May 11, 2023

MEMORANDUM of UNDERSTANDING

July 27, 2023

Between AFM / Florida Gulf Coast Local 427-721 and Florida West Coast Symphony (dba Sarasota Orchestra)

The parties hereto acknowledge that Phoebe Powell was named the runner-up for the position of Principal Harp in May 2022.

The parties acknowledge that due to a vacancy in Principal Harp there is mutual agreement to offer the position of tenure track, Principal Harp to Pheobe Powell, the runner up of the May 2022 audition.

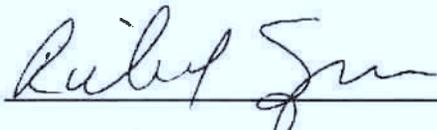
In accordance with this Memorandum of Understanding, the parties mutually agree to waive the one-year limitation set forth in CBA Section 5.0 M (Runners-Up).

This Memorandum of Understanding is limited to Phoebe Powell and is non-precedent setting.

When fully executed by the parties, this Memorandum of Understanding shall be in full effect.

AGREED TO:

FOR AFM/ Local 427-721

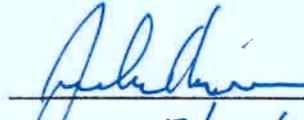


Date 7-28-23

FOR SARASOTA ORCHESTRA



Date 7/28/23



Date 7/28/23

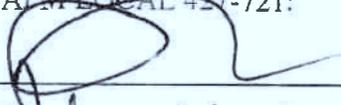
**SIDE LETTER AGREEMENT – Substitute Musician Auditions
Between AFM Local 427-721 and Florida West Coast Symphony, Inc.
d/b/a Sarasota Orchestra
AUGUST 18, 2023**

Relative to Collective Bargaining negotiations which resulted in said Collective Bargaining Agreement, dated August 18, 2023, which outlines the terms and conditions of employment between the musicians of the Sarasota Orchestra as represented by AFM Local 427-721 and the Sarasota Orchestra, the parties acknowledge and agree to the following:

- The parties acknowledge that the side letter dated October 24, 2019 to hold a pilot program to conduct official Substitute Musician auditions once per season was interrupted by the events related to the global pandemic.
- Sarasota Orchestra, in accordance with Section 5.4.B. of the CBA, shall offer Substitute Musician auditions during the three years of the contract, which begins September 1, 2023 and concludes August 31, 2026.
- This Side Letter confirms that Sarasota Orchestra will hold pilot a program to conduct official screened Substitute Musician auditions once per season.
- It is understood that auditions will alternate triennially among three families of instruments (Strings/Winds/Brass and Percussion) with at least one family of instruments auditioned in each year.
- It is understood that Sarasota Orchestra shall advertise locally for these auditions and shall provide building access to conduct the auditions per Section 18.2.
- It is understood that no musician listed as a substitute musician as of the date of this agreement shall be required to audition for their position.
- At the end of the Collective Bargaining Agreement, the Substitute Musician audition process shall be reviewed by management and members of the Negotiating Committee representing the AFM Local 427-721.
- It is understood that this side letter does not set the precedent that the annual official Substitute Musician auditions shall be conducted beyond the term of the CBA executed on August 18, 2023 and subsequent CBA's ratified by the parties.

THIS SIDE LETTER, WHEN EXECUTED BY THE PARTIES, shall remain in force, unless modified in writing and executed by both parties.

FOR AEM LOCAL #27-721:

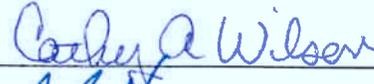


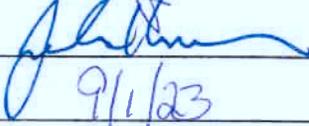
Tindra Vongkoth

8/31/2023

Date

FOR SARASOTA ORCHESTRA:





9/1/23

Date

**SIDE LETTER AGREEMENT – Screened Audition Process
Between AFM Local 427-721 and Florida West Coast Symphony, Inc.
d/b/a Sarasota Orchestra
AUGUST 18, 2023**

Relative to Collective Bargaining negotiations which resulted in said Collective Bargaining Agreement, dated August 18, 2023, which outlines the terms and conditions of employment between the musicians of the Sarasota Orchestra as represented by AFM Local 427-721 and Sarasota Orchestra, the parties acknowledge and agree to the following:

- The parties acknowledge that Sarasota Orchestra, in accordance with Section 5, shall pilot a new audition process during the three years of the contract which begins September 1, 2023 and concludes August 31, 2026 or when the successor collective bargaining agreement is ratified.
- The purpose of the pilot audition process is to conduct auditions for Core and Full Orchestra openings where the screen remains up throughout the duration of the audition process.
- This Side Letter includes language which shall apply to all Core and Full Orchestra Auditions, outlined in the relevant sections below. Affected sections of the CBA shall contain “SEE AUDITION PROCESS SIDE LETTER” to indicate the side letter applies to the section.
- During the negotiating sessions for the successor Collective Bargaining Agreement, the Pilot Audition Process shall be reviewed by management and members of the Negotiating Committee representing the AFM Local 427-721 to discuss modifications and/or inclusion in subsequent Collective Bargaining Agreements.

Modified Sections for the purposes of the Pilot Audition Process:

- 5.0.F AUDITION LIST/REPERTOIRE: An audition list for each instrument shall be made available to all applicants. It shall consist of orchestral and solo repertoire, as applicable and shall be selected by the Music Director/Conductor in consultation with the appropriate Principal(s) prior to the advertisement of the audition. In the absence of a Principal, the Music Director shall consult with the Assistant Principal (if applicable) or other members of the instrument family. The Personnel Manager shall post the audition list and all other pertinent audition information on the Sarasota Orchestra website and mail all pertinent audition information upon request. The advertisement placed in the *International Musician* shall direct applicants to the Sarasota Orchestra website.

- 5.0.G SCREEN: For all rounds the candidate and Audition Committee shall be separated by a screen. The Committee shall not be advised in any way of the identity or order of appearance of any applicant in any round.
- 5.0.I.5. There shall be a minimum of seven (7) voting members on each Core and Full Orchestra Audition Committee. Sarasota Orchestra and the Committee may mutually agree that this number may be fewer for a specific audition if a person is unable to serve due to sickness, accident, or emergency. The Music Director or their designee shall be the official Audition Committee member that relays all verbal comments to the candidates.
- 5.1.B. PROCESS: Resident Ensemble Musician vacancies shall be filled according to the process outlined in Section 5.0.

THIS SIDE LETTER, WHEN EXECUTED BY THE PARTIES, shall remain in force, unless modified in writing and executed by both parties.

FOR AFM LOCAL 427-721:

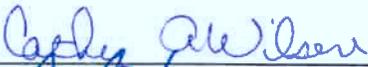


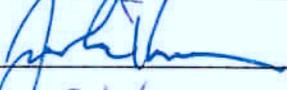
Tinda Vongkoth

8/31/2023

Date

FOR SARASOTA ORCHESTRA:





9/1/23

Date

**SIDE LETTER AGREEMENT – Modification of Holidays
Between AFM Local 427-721 and Florida West Coast Symphony,
Inc. d/b/a Sarasota Orchestra
May 6, 2024**

Relative to the Collective Bargaining Agreement (CBA) dated August 18, 2023 which outlines the terms and conditions of employment between the musicians of the Sarasota Orchestra as represented by AFM Local 427-721 and Sarasota Orchestra, the parties acknowledge and agree to the following amendments to Section 12.2 Holidays:

12.2 HOLIDAYS

No services, unless by choice of a Resident Ensemble or affected Musicians (as represented by the Orchestra Committee), shall be scheduled on New Year's Day, Palm Sunday morning (until 1:00 pm), Easter, Thanksgiving Day, Christmas Eve Day, Christmas Day or New Year's Eve (after 9:45 pm). Musicians who wish to observe from the sundown which begins Rosh Hashanah, and Yom Kippur to the sundown which ends those holidays as well as the first night of the Passover Seder and the first day of Passover, will be allowed this time off with pay and without the use of Personal Leave as specified in Section 7.3. Other religious holidays will be considered by Sarasota Orchestra on an individual basis. In the case of requested absence for other religious holiday(s), Musician shall notify Sarasota Orchestra, Inc. at least twenty-eight (28) days prior to the date of requested absence.

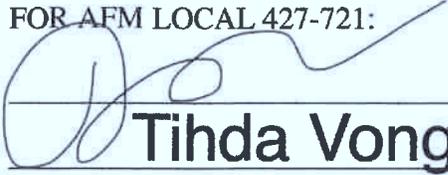
[Add a new 12.2.A-C.]

- A. If a Musician is absent for two or more rehearsal services during a Masterworks concert week, that musician will perform at the discretion of the Music Director or in their absence the Conductor of the series. Musicians who are absent for any rehearsal services during concert weeks other than Masterworks will perform at the discretion of the Music Director or in their absence the Conductor of the series.
- B. Musicians who are absent for any concert services will perform services in that series at the discretion of the Music Director or in their absence the Conductor of the series. A Musician's position, assignment, or status within the orchestra will not change as a result of the Conductor's decision.
- C. In the event that a musician observes the religious holidays identified in Section 12.2 and is subsequently released from remaining services in a series by the Music Director or Conductor of a series, those services will be with pay and without the use of Personal Leave as specified in Section 7.3. This clause applies only to the holidays observed per Section 12.2.

It is understood that this side letter is set for the duration of the current CBA and/or until successor CBA is ratified.

THIS SIDE LETTER, WHEN EXECUTED BY THE PARTIES, shall remain in force, unless modified in writing and executed by both parties.

FOR AFM LOCAL 427-721:



Tihda Vongkoth

5/14/24

Date

FOR SARASOTA ORCHESTRA:





5/16/24

Date

MEMORANDUM OF AGREEMENT OCTOBER 17, 2024

This Memorandum of Agreement (MOA) dated October 17, 2024 is between Florida West Coast Symphony, Inc. d/b/a Sarasota Orchestra (“the Orchestra”) and American Federation of Musicians (AFM) Florida Gulf Coast Local 427-721 (“the Union”).

- The Orchestra in accordance with the Collective Bargaining Agreement, Section 20.0 has invoked force majeure beginning October 7, 2024 through December 31, 2024 (“force majeure period”). Hurricane Milton related cancellation of Young Persons’ Concerts, Family Concerts and damage to the Van Wezel Performing Arts Center resulting in its closure for repairs is the basis for this action.

CBA SECTION 20.0 (provided in its entirety for reference)

“In case of Acts of God, fire, epidemic, civil unrest, national disaster, natural disaster, whenever such cause shall arise, this collective bargaining agreement and any contracts issued therewith, may be suspended for the time such cause is existent.”

- The parties acknowledge that the Orchestra Committee Chair, Union Steward, and other musician leaders were consulted about the force majeure period at a meeting on October 15, 2024.
- The parties acknowledge and agree that the circumstances of this force majeure are unique and extraordinary.
- The parties acknowledge and agree that the musician compensation described in this MOA is non-precedent setting and applies only to the force majeure period described in this MOA.
- During the force majeure period the Orchestra will pay:
 - Core Musicians their usual base salary. Supplemental income such as move-up, doubling, sound checks, overtime, soloist fees, and cartage will be paid only if a musician completes activities related to these income types. For musicians who are released from services or for cancelled services, supplemental income will not be paid.
 - Full Orchestra Musicians who were scheduled to play cancelled concerts will be paid their per service rates for these services. Supplemental income such as move-up, doubling, sound checks, overtime, soloist fees, and cartage will be paid only if a musician completes activities related to these income types. For musicians who are released from services or for cancelled services, supplemental income will not be paid.
 - Substitute and Extra Musicians who were scheduled to play cancelled concerts will be paid their per service rates for these services. Supplemental income such as move-up, doubling, sound checks, overtime, soloist fees, and cartage will be paid only if a musician completes activities related to these income types.

Memorandum of Agreement

October 17, 2024

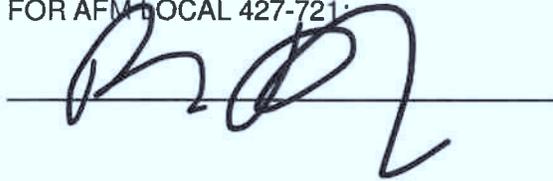
Page | 2

For musicians who are released from services or for cancelled services, supplemental income will not be paid.

- Travel reimbursements for Musicians who have been released from services and for cancelled services will be approved for payment only to the extent the Musician was unable to obtain refunds for such expenses.
 - Musicians who are not able to attend rehearsals and/or performances due to conflicts with the modified schedule may use paid or unpaid leave to cover absences.
-
- During the force majeure period, benefits for eligible Musicians will continue without interruption.
 - In consideration of the payments discussed above, Musicians agree to accept changes to work rules including rehearsal and concert schedules, venues, and programs.
 - Musicians agree to accept other changes regarding the logistics of holding rehearsals and performances at other venues due to the closure of Van Wezel that allow Sarasota Orchestra to continue programs during the Force Majeure Period with the consultation of the Orchestra Committee.

Agreed to this 17th day of October, 2024.

FOR AFM LOCAL 427-721:



FOR SARASOTA ORCHESTRA:



Side Letter Agreement –Sarasota Orchestra Auditions for the 2025-2026 season

This Side Letter Agreement, dated May 28, 2025 is between AFM Local 427-721 and Florida West Coast Symphony, Inc., d/b/a Sarasota Orchestra.

This non-precedent setting Side Letter Agreement is in conjunction with open tenure track auditions at the Sarasota Orchestra. The parties acknowledge that three of the four open positions were auditioned in May 2025 (Principal Trumpet, FOM horn and FOM cello).

The remaining open position (Co-Principal Trumpet) was scheduled for the two audition dates in September.

Per the audition committee, there was no winner of the May Principal Trumpet audition and the schedule below shall serve as the proposed plan and schedule for the remaining open positions.

Additionally, Lena Cambis was granted a Leave of Absence for the 2025-2026 season prior to the end of the 2024-2025 contract period.

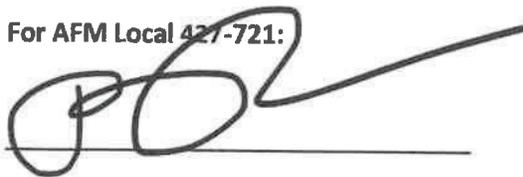
By means of this Side Letter Agreement, the parties agree to the following modified terms. Unless otherwise stipulated in this agreement, all terms of the CBA shall remain in full force.

Side Letter Terms

- Principal Trumpet audition will be held on Sept. 29 & 30
- The parties agree to appoint a one-year Co-Principal trumpet player for 2025-2026 season with the intention of holding tenure track auditions in May 2026 for Co-principal Trumpet
- The parties agree to appoint a one-year Core Violin player for the 2025-2026 season

When executed below, this Side Letter Agreement will be in full force.

For AFM Local 427-721:



Date 5 July 2025

For Sarasota Orchestra:



Date July 8, 2025



Date July 9, 2025

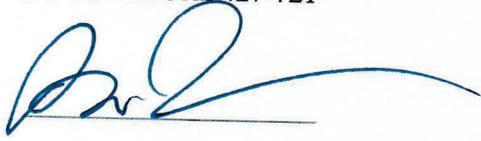
**MEMORANDUM OF UNDERSTANDING – Move Up
Remuneration, Temporarily Occupied Titled Chairs Within a
Service
Between AFM Local 427-721 and Florida West Coast
Symphony, Inc. d/b/a Sarasota Orchestra
October 30, 2024**

Relative to Collective Bargaining negotiations which resulted in said Collective Bargaining Agreement, dated August 18, 2023, which outlines the terms and conditions of employment between the musicians of the Sarasota Orchestra as represented by AFM Local 427-721 and the Sarasota Orchestra, the parties acknowledge and agree to the following:

- The parties acknowledge that, in accordance with Section 14.6.B of the CBA, upon the vacancy of the current Second Flute, Oboe, Clarinet, and Bassoon positions, these positions will be auditioned as "ASSISTANT PRINCIPAL/SECOND FLUTE," "ASSISTANT PRINCIPAL/SECOND OBOE," "ASSISTANT PRINCIPAL/Eb/SECOND CLARINET," and "ASSISTANT PRINCIPAL/SECOND BASSOON." The conversion of one of these positions has prompted this Memorandum of Understanding.
- The inclusion of wind assistant principal positions allows for rotation of assignments within a program for artistic reasons, provided that no additional per-service musicians need to be hired to accommodate the desired rotation. Rotation will be determined by the principal of the section, in consultation with the Music Director, and approved by the Personnel Manager.
- Per Section 14.4.A.2.b of the CBA, paying such "titled" remuneration to musicians temporarily occupying a "titled chair" is at the discretion of the Sarasota Orchestra. A titled musician who performs only a portion of a concert or changes position within the section is considered to occupy the "titled chair" for the entire service.
- For the duration of the Collective Bargaining Agreement, assignment rotations as described above in the winds sections, with an assistant principal, will result in move-up pay being awarded to musicians temporarily occupying a titled chair only if the titled musician who normally occupies the chair is absent from the entire program due to leave.
- If a wind musician is assigned to fill a titled chair mid-service because the titled musician becomes incapacitated, move-up pay will be paid to such musician for that service.
- Prior to the defined conclusion of the current Collective Bargaining Agreement, the procedures outlined in this Memorandum of Understanding shall be evaluated and reviewed by management and members of the Negotiating Committee representing AFM Local 427-721.
- It is understood that this Memorandum of Understanding will be effective for the duration of the current CBA and/or until a successor CBA is ratified, unless modified by mutual agreement in a writing signed by both Parties.

THIS SIDE LETTER, WHEN EXECUTED BY THE PARTIES, shall remain in force, unless modified in writing and executed by both parties.

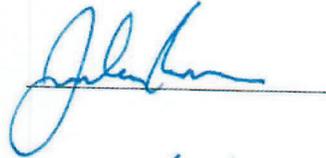
For AFM/Local 427-721



A handwritten signature in blue ink, consisting of a stylized 'P' followed by a long horizontal stroke that curves upwards at the end.

Date: 11/4/24

FOR SARASOTA ORCHESTRA



A handwritten signature in blue ink, appearing to be 'John' with a stylized flourish.

Date: 10/30/24



A handwritten signature in blue ink, appearing to be 'Cody' followed by a long horizontal stroke.

Date: 10/30/24

EXTENSION AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN SARASOTA ORCHESTRA AND AMERICAN FEDERATION OF MUSICIANS, LOCAL 427-721

Florida West Coast Symphony, Inc. d/b/a Sarasota Orchestra ("Sarasota Orchestra") and the American Federation of Musicians (AFM), Florida Gulf Coast Local 427-721, agree to extend the current Collective Bargaining Agreement and associated Side Letters of Agreement, which are scheduled to expire on August 31, 2026, for an additional one (1) year on the following basis:

1. **Duration**

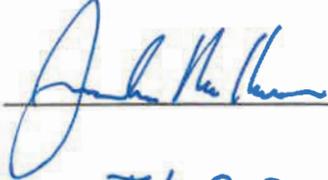
Section 22.1 of the Collective Bargaining Agreement (CBA), reflecting an expiration date of August 31, 2026, is amended to reflect that the CBA will be extended for 12 months, to and until August 31, 2027.

2. **Pay Schedule**

Sections 15.1 and 15.2 of the CBA is amended to provide for a compensation increase of 5% for the 2026/2027 contract year.

3. The remainder of the CBA will remain as is, with no other changes.

**AGREED FOR FLORIDA WEST COAST
SYMPHONY, INC. d/b/a SARASOTA
ORCHESTRA**



Date: July 8, 2025



Date: July 9, 2025

**AGREED FOR AFM, FLORIDA GULF
COAST, LOCAL 427-721**



Date: _____

3 July 2025