COLLECTIVE BARGAINING AGREEMENT

between

The Florida Orchestra, Inc.

and

American Federation of Musicians
Florida Gulf Coast Local 427-721

For Seasons
2025-2026
2026-2027
2027-2028
2028-2029

TABLE OF CONTENTS

ARTICLE I - DEFINITIONS **3**
ARTICLE II - PURPOSE **3**
ARTICLE III - TERM OF AGREEMENT **3**
ARTICLE IV - RECOGNITION OF UNION **4**
ARTICLE V - ORCHESTRA **4**
ARTICLE VI - ENGAGEMENT OF MUSICIANS **6**
ARTICLE VII - EMPLOYMENT **15**
ARTICLE VIII - MUSICIANS' CODE OF CONDUCT **21**
Workplace Harassment and Violence Prevention 24
ARTICLE IX - SERVICES **25**
ARTICLE X - GENERAL WORKING CONDITIONS **33**
ARTICLE XI – RUNOUTS, TOURS & RESIDENCIES **39**
ARTICLE XII - ELECTRONIC MEDIA **44**
ARTICLE XIII - HOLIDAYS **45**
ARTICLE XIV - ABSENCES FROM WORK **46**
ARTICLE XV - WAGES **49**
ARTICLE XVI - INSURANCE AND PENSION **50**
ARTICLE XVII - SPECIAL COMMITTEES **52**
ARTICLE XVIII - GRIEVANCE PROCEDURE **53**
ARTICLE XIX - ARBITRATION **55**
ARTICLE XX - NO STRIKE - NO LOCKOUT **57**
ARTICLE XXI - SEPARABILITY, WAIVER AND AMENDMENT **58**
APPENDIX A **60**
APPENDIX B **63**
APPENDIX B **64**
APPENDIX C **65**
SIDE LETTER #1 ..... **66**
SIDE LETTER #2 ..... **67**
SIDE LETTER #3 ..... **68**
SIDE LETTER #4 ..... **69**
SIDE LETTER #5 ..... **70**
SIDE LETTER #6 ..... **71**
SIDE LETTER #7 ..... **72**
INDEX **73**

THE FLORIDA ORCHESTRA
COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by and between The Florida Orchestra, Inc., a Florida non-profit corporation, and American Federation of Musicians, Florida Gulf Coast Local 427-721, AFL-CIO, representing the performing Musicians of The Florida Orchestra.

ARTICLE I - DEFINITIONS

The parties to this Agreement and others mentioned herein who have helped in the making, and will help in the administration, of this Agreement will, for the purpose of brevity, be referred to hereinafter as follows:

1. The Florida Orchestra, Inc. as "Management."
2. American Federation of Musicians, Florida Gulf Coast Local 427-721 as "the Union."
3. The collective performing membership of The Florida Orchestra as "the Orchestra."
4. The Orchestra Committee of The Florida Orchestra Musicians' Association as "the Committee" or "the Orchestra Committee."
5. The individual members of The Florida Orchestra as "the Musicians."

ARTICLE II - PURPOSE

Management and the Union each agree and represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to formulate and fix provisions governing the relationship between Management and the Union, and to establish and set the minimum wage scales and working conditions for all Musicians who are currently engaged or will be engaged by Management to render services as The Florida Orchestra, Inc.

ARTICLE III - TERM OF AGREEMENT

A. This Agreement shall be effective at 12:01 a.m. on August 31, 2025 and will expire at 12:00 midnight August 31, 2029 (four years); provided, however, that certain issues identified in context as such are agreed for specified longer durations.

1. Either party desiring to negotiate any changes in this Agreement shall give written notice to the other party, postmarked no later than January 1, 2029, and furnish such proposed changes or modifications to the other party.

2. Where timely notice has been furnished as provided in this Article, the party not furnishing such notice will have the full opportunity to make both original and counter proposals in connection with those matters open for negotiation at the time.

B. This Agreement must be ratified by the Board of Directors and the Musicians and approved by the Union before it becomes effective.

ARTICLE IV - RECOGNITION OF UNION

A. In order to facilitate communication between the parties and to make more efficient the resolution of problems or questions that may arise, the parties agree to the following guidelines: All official communications between the parties relating to specific requests for information, meetings, and any other issues of mutual concern, which relate to the interpretation, enforcement, or operation of the Agreement, shall be between a designated Management representative and the Union Steward or Orchestra Committee.

B. Management will notify the Union of all vacancies in the Orchestra whenever they occur.

C. Management will notify applicants for employment of the existence of this Agreement and of the Union's status as sole collective bargaining representative of the Musicians covered by this Agreement.

D. Management recognizes the Committee as representatives of the Union, who will act under the auspices of the Union in representing the Musicians.

E. Management and the Union agree that the provisions of this Agreement shall be applied without regard to sex, race, color, creed or religion, age, disability, Union activity, affectation or sexual preference, gender identity, or national origin. No provision of this Agreement is intended to violate or circumvent any state or federal law or constitution.

F. Management will send a copy of each Musician's Personal Contract to the Union to be kept on file.

ARTICLE V - ORCHESTRA

A. The Orchestra will consist of a minimum of seventy-six (76) and a maximum of eighty (80) Musicians who meet Management's performance standards. The Orchestra shall comprise a minimum of seventy-six (76) and maximum of eighty (80) Musicians, with a minimum of forty-seven (47) string players. During the term of this Agreement, the foregoing is modified by Side Letter #2.

If an audition committee elects not to fill a position due to lack of a suitable candidate, TFO will not be penalized for a reduced orchestral complement in these circumstances, but shall continue to hold auditions in accordance with Article VI until a suitable candidate is selected.

With respect to the string sections of the orchestra in the cases of resignation, death, illness, retirement, or leave of absence: Management, in consultation with the Music Director, shall have the right to rebalance the string complement.

B. The Orchestra shall comprise the following positions, including Principals, Associate Principals, and Assistant Principals:

Principal Flute
Associate Principal/Second Flute
Flute/Piccolo

Principal Oboe
Associate Principal/Second Oboe
Oboe/English Horn

Principal Clarinet
Associate Principal/Second/E-flat Clarinet
Clarinet/Bass Clarinet

Principal Bassoon
Associate Principal /Second Bassoon
Bassoon/Contrabassoon

Principal Horn
Associate Principal/Third Horn
Assistant Principal/Utility Horn
Second Horn*
Fourth Horn*

Principal Trumpet
Second Trumpet
Associate Principal/Third/Utility Trumpet

Principal Trombone
Associate Principal/Second Trombone
Bass Trombone/Trombone

Principal Tuba

Principal Timpani

Principal Percussion
Two (2) Section Percussion**

Principal Harp

Concertmaster
Associate Concertmaster
First Assistant Concertmaster
Second Assistant Concertmaster

Principal Second Violin
Associate Principal Second Violin
Assistant Principal Second Violin
Section Violin

Principal Viola
Associate Principal Viola
Assistant Principal Viola
Section Viola

Principal Cello
Associate Principal Cello
Assistant Principal Cello
Section Cello

Principal Bass
Associate Principal Bass
Section Bass

** may be asked to play other low horn parts*
*** see Side Letter #2*

1. Management will establish, in its sole discretion, assistant principal or associate principal positions in other sections of the Orchestra as needs may dictate.

2. The associate principal, or the assistant principal (if there is no associate or the associate is absent) will assume the principal's duties during the absence of the principal. A Musician who plays in a titled position for all of a service shall be compensated at the CBA overscale rate applicable to that titled position (a 25% premium over minimum scale for principal, a 20% premium for associate principal, and a 15% premium over minimum scale for assistant principal). This applies when an assistant or associate plays principal for a service as well as when a non-titled musician plays in a titled position. Such move-up pay is available for Orchestra Musicians only, although substitute and extra musicians will receive the applicable CBA overscale rate if they have been contracted for a titled position.

C. All vacancies shall be filled pursuant to the audition procedures set forth in Article VI below; provided, however, that a titled Musician may, upon a vacancy in an equivalent or lower position in the section, approval of the Music Director, and consultation with the titled members of the section, agree to move down to that position. Such Musician will continue to receive their same weekly salary until such time as the contractual salary for the new position rises to an equivalent level.

D. Auxiliary woodwind Musicians (Flute/Piccolo, Oboe/English Horn, Associate Principal Clarinet/E-Flat Clarinet, Clarinet/Bass Clarinet, Bassoon/Contrabassoon) will be paid a ten percent (10%) premium over minimum scale, exclusive of personal overscale (if any).

E. The Librarians, and any Assistant Librarians, will be Musicians or have extensive musical training and knowledge, but are not necessarily playing members of the Orchestra, assuming that Management concludes, in its sole discretion, that they are otherwise qualified for the positions. This will in no way limit the discretion of Management to define the responsibilities of this position.

ARTICLE VI - ENGAGEMENT OF MUSICIANS

A. Vacancies

1. If at any time, for any reason, a vacancy shall occur in the Orchestra, Management shall give immediate written notification to the Orchestra, the Orchestra Committee and to the Union.

2. Notices of auditions will be given only for genuine vacancies, including newly created positions, which Management intends to fill as a result of auditions. For all such vacancies, there shall be no predeterminations as to who will be hired.

3. Notices of auditions shall be clear and complete, specifying the position intended to be filled by the audition, the term of position, the person to contact in response to the notice, the dates that applications and/or recordings are due, and that auditions will be held.

4. Permanent vacancies shall be filled by the regular audition procedure, outlined in this Article, to be conducted during the regular playing season or within two weeks prior to or following the season. Musicians filling such vacancies shall be entitled to full contractual rights and benefits (see Article VI.F.8). Short-term or emergency vacancies shall be filled in accordance with Article VI.G.

5. Management will take steps to ensure an adequate audition pool, including advertising in the *International Musician*, as well as other forms of recruitment. All permanent vacancies will be advertised in the *International Musician*. Vacancies unfilled at the end of the audition process will be re-advertised in the *International Musician*.

6. All applicants will be sent written responses to their applications. Names of applicants will be redacted from resumes. The goal of any audition is to allow all applicants a live audition. If there are more candidates than can be feasibly heard in a live audition, the Audition Committee may utilize resume screening of all applicants through a means of its own choosing. All auditionees not passing the resume round shall be invited to submit a continuous-take video recording; only audio will be presented to the Audition Committee.

7. Invited applicants will be sent clear instructions setting forth the date, time, and place of the audition, the complete audition repertoire excluding sight reading material, and parts for announced excerpts not generally available. All parts supplied by the Orchestra shall be legible and identical for all candidates. Applicants will be given notice that if they choose not to attend the audition they should promptly notify the Personnel Manager.

8. For titled chair auditions, the Audition Committee may invite titled Musicians from League of American Orchestras (LAO) Group I orchestras directly to the final auditions. For Concertmaster only, the Audition Committee may invite titled Musicians from LAO Group I or Group II orchestras directly to the final auditions. All normal audition voting/veto procedures apply to this process.

B. Code of Ethical Audition Practices. Audition practices shall conform to the American Federation of Musicians Code of Ethical Audition Practices as follows:

1. The current American Federation of Musicians policy as to recordings shall be deemed a part of this Agreement, including that no applicant shall be denied a live audition. Neither shall applicants be disqualified from auditioning on the basis of information about them obtained from current or previous employers or from other institutions to which they have applied.

2. Auditionees shall be given sufficient time and adequate private facilities in which to warm up and practice.

3. Parts supplied by Management for auditions shall be in good condition, legible, and clearly marked as intended to be played at the audition.

4. There shall be no discrimination on the basis of race, sex, color, age, creed or religion, national origin, union activity, affectation, sexual preference, or gender identity in any aspect of employment at The Florida Orchestra, including all phases of the audition process.

5. There shall be reasonable accommodation for persons with disabilities.

6. Auditionees shall be given opportunity and encouragement to comment, anonymously if desired, to the Audition Committee and Management about the audition process. This policy shall be communicated by posted notice and verbally by the Personnel Manager or Union Steward at the time of the audition.

7. Auditionees shall be notified of their status in the audition process immediately upon such determination. Candidates under active consideration after auditions are completed should be so notified and given an estimated time of final decision.

8. Auditionees shall be informed prior to auditions of the Orchestra's policy regarding reimbursement of auditionees' expenses for additional stay or travel incurred at the request of Management.

C. Audition Policy

1. Auditions will be held only for genuine vacancies (See Article VI.A.2.), or in connection with resolution of artistic grievances in accordance with the provisions of Articles XVIII and XIX of this Agreement.

2. Auditions for vacancies in the Orchestra for the following year's season shall be held not less than sixty (60) days after announcement of the vacancy as provided in Section A of this Article, unless otherwise agreed upon between Management and the Artistic Advisory Committee. It is understood that the announcement date will be the first day of the month of issue of the International Musician. Management shall work in close consultation with the Union and the Travel and Schedule Subcommittee to set all audition dates, and no fewer than four (4) full audition days shall be scheduled and reserved each season. All auditions shall be heard by an Audition Committee as outlined in Section D below.

3. Any Musician may audition for any vacancy without jeopardizing their present position.

4. There shall be a standard audition repertoire list for each instrument consisting of orchestral literature, which shall be available at the office of The Florida Orchestra. Each list shall be prepared by the principal player of the affected section and the Music Director, and shall be approved by the Audition Committee.

5. Additional pieces may be added to the audition list if there is a majority committee vote and the candidates are given written notification of the additions at least four (4) weeks prior to the audition date. Under no conditions will additional repertoire or unusual procedures be requested of candidates without prior written notification.

D. Audition Committee

1. Audition committees will be elected and posted within fourteen (14) days of the official notice of a vacancy provided by Management to the Orchestra Committee. The Audition Committee for any given vacancy will consist of from seven (7) to eleven (11) contracted Musicians as outlined below. Only Tenured Musicians are eligible to serve.

2. No Audition Committee business (including, but not limited to, preliminary discussions of audition needs and procedures and Audition Committee duties as described in this Agreement) shall be transacted prior to election of the appropriate committee and appointment of the committee chairperson, and without consultation with that committee.

3. The Personnel Manager will, in cooperation with the Orchestra Committee, arrange for an appropriate Audition Committee as follows:

a. The Personnel Manager will notify the Orchestra Committee of all vacancies as soon as such vacancies are confirmed;

b. The Orchestra Committee will hold any necessary elections within fourteen (14) days of the above notice or before the final day of the season, whichever occurs earlier, and will subsequently advise the Personnel Manager of Audition Committee membership. If a position becomes open during the summer weeks, the first working day of the following season shall be considered the date of the official notice for purposes of this election;

c. The Personnel Manager will notify Audition Committee members of the audition dates and times as soon as such dates and times are confirmed;

d. The chairperson of the Audition Committee shall be the principal of the affected section. If a principal player is not available for the audition then the associate principal player (or assistant principal player if there is no associate or the associate is not available) of that section shall assume the principal player's duties. Should all those persons be unavailable, the Audition Committee will vote upon a chairperson from among its members.

4. It is expected that each Audition Committee will meet with the Union Steward and Personnel Manager at least once prior to the audition to discuss the preliminary round repertoire and procedures. The committee will identify at this point if chamber music and/or section playing may be part of the audition process in later rounds, and will discuss the parameters and repertoire for such possibilities. Any unusual procedures must be approved by the Orchestra Committee.

5. Prior to the beginning of the audition, the committee and the Music Director may consult to discuss the qualifications of the vacancy and goals for the outcome of the audition, essentially a discussion of "for what are we looking?" However, once the preliminary round begins, there will be no discussion of any candidate without the entire committee being present.

6. The following Musicians will be ineligible for Audition Committee membership:

a. Musicians hired on a non-permanent basis;

b. Musicians who are leaving the Orchestra permanently, or who have given notice of resignation;

c. Musicians auditioning for the vacancy in question; and

d. Musicians who are related to any applicant.

7. Standard Audition Committees will be as specified below. Concertmaster committees shall consist of eleven (11) members. All other committees shall consist of nine (9) members. "At-large" members are to be selected by secret ballot administered by the Union. Assistant Principals shall be considered section players for purposes of Auditions committees. Each Audition Committee shall also include at least one alternate, elected by ballot from the affected section, in addition to the following specified personnel. The alternate will only serve in case of an emergency absence on the Audition Committee.

a. Concertmaster - Eleven (11) members including:
   Four remaining string principals (4)
   One principal woodwind at-large (1)
   One principal brass at-large (1)
   Principal percussion, timpani or harp at-large (1)
   Three remaining titled members of first violin section, i.e. Associate and Assistant Concertmasters (3)
   One titled string at-large (1)

b. Principal string or Associate or Assistant Concertmaster - Nine (9) members including:
   Concertmaster and remaining three or four string principals (4 or 5)
   Remaining titled member(s) of affected section (1 or 2)

One principal woodwind at-large (1)
One principal brass, percussion, timpani or harp at-large (1)
Members of the affected section as needed to complete the committee

c. Section/Assistant principal/Associate principal string - Nine (9) members including:
Concertmaster or Associate Concertmaster* (1)
Principal of affected section (1)
Three remaining string principals (3)
Two members of affected section at-large (2)
One woodwind at-large (1)
One brass, percussion, timpani or harp at-large (1)

d. Principal woodwind - Nine (9) members including:
Three remaining woodwind principals (3)
Principal horn (1)
Remaining member(s) of affected section (1 or 2)
Concertmaster or Associate Concertmaster* (1)
One brass, percussion, or timpani at-large (1)
Woodwind(s) at-large as needed to complete the committee

e. Section/Assistant principal/Associate principal woodwind - Nine (9) members including:
Principal of affected section (1)
Remaining member of affected section (none or 1)
Three remaining woodwind principals (3)
Principal horn (1)
One titled string at-large (1)
Woodwinds at-large as needed to complete the committee

f. Principal horn - Nine (9) members including:
Three remaining brass principals (3)
Concertmaster or Associate Concertmaster* (1)
One principal woodwind at-large (1)
Remaining horn section members
Brass, percussion, or timpani at-large as needed to complete the committee

g. Principal trumpet or trombone - Nine (9) members including:
Three remaining brass principals (3)
Remaining members of affected section
One principal woodwind at-large (1)
Concertmaster or Associate Concertmaster* (1)
Principal percussion or timpani at-large (1)
Brass at-large as needed to complete the committee

h. Principal tuba - Nine (9) members including:
Three remaining brass principals (3)
Two remaining trombones (2)
One principal woodwind at-large (1)
Principal timpani (1)
One titled string at-large (1)

Concertmaster or Associate Concertmaster* (1)

i. Section/Associate Principal/Assistant principal brass - Nine (9) members including:
   Principal of affected section (1)
   Three remaining brass principals (3)
   One woodwind at-large (1)
   Remaining member(s) of affected section
   One titled string at-large (1)
   Brass, percussion or timpani at-large as needed to fill committee

j. Principal percussion or timpani - Nine (9) members including:
   The other principal (percussion or timpani) (1)
   Two remaining section percussion (2)
   Two principal brass at-large (2)
   One principal woodwind at-large (1)
   Principal harp (1)
   Concertmaster or Associate Concertmaster* (1)
   Principal bass (1)

k. Section/Assistant percussion - Nine (9) members including:
   Principal percussion (1)
   Principal timpani (1)
   Remaining percussion player (1)
   Principal harp (1)
   Two brass at-large (2)
   Two woodwind at-large (2)
   One titled string at-large (1)

l. Principal harp - Nine (9) members including:
   Concertmaster or Associate Concertmaster* (1)
   Two principal woodwinds at-large (2)
   Two principal brass at-large (2)
   Principal percussion (1)
   Principal timpani (1)
   Two titled strings at-large (2)

* The Concertmaster shall have the option to be a member of any principal woodwind, brass, percussion, timpani, harp or section string Audition Committee and management will seek the Concertmaster's decision in a timely manner. Should the Concertmaster recuse themselves from said Committee, the Associate Concertmaster shall serve instead.

8. There shall be no substitutions for Audition Committee membership, except for illness or ineligibility (See Article VI.D.6). If emergency absences occur, the Audition Committee may, in its sole discretion, make emergency substitutions. Emergency absences on the Audition Committee may remain unfilled up to a maximum of two (2). A Musician's Personal Contract is an extension of this Collective Bargaining Agreement. Audition participation applies as stated in this Agreement.

9. Compensation for Audition Committee service

a. Each Audition Committee member shall be compensated at the rate of $20.00 per hour of Audition Committee service, with a minimum call time of four (4) hours, except that substitute auditions have a minimum call time of one (1) hour. Audition Committee members who perform orchestra services on the same day as they are scheduled to serve shall not be exempted from Audition Committee duties.

b. Audition Committee members shall receive mileage to and from audition locations, unless auditions take place on days during which other orchestral services for which they are being compensated have been scheduled. Audition Committee members shall also receive meal per diem where auditions intrude on recognized meal periods. Mileage and meal per diem will be determined in accordance with Appendix A of this Agreement. (See Article XI.D.1. for applicable meal time periods).

c. Audition Overtime. If auditions extend beyond twelve (12) hours on a day with no services, Audition Committee members shall be compensated at the Audition overtime rate set forth in Appendix A, Article IV.

E. Audition Scheduling

1. The Personnel Manager will work in close consultation with the Union Steward in setting all audition dates.

2. There shall be at least eleven (11) hours between the scheduled conclusion of an evening service and the scheduled beginning of an audition, but in no case shall auditions begin prior to 9:00 a.m.

3. On a day without services, no more than twelve (12) hours of auditions (including meal breaks) will be scheduled.

4. No auditions will be scheduled on a two (2) service day. No auditions will be scheduled during a dark week without the approval of the Orchestra Committee.

5. Audition Committee members are expected to arrive at the audition site no later than fifteen (15) minutes prior to the start of auditions. Lunch and/or dinner breaks are one (1) hour long.

6. Management will make best efforts to schedule auditions on non-concert days, depending on hall availability and the Music Director's schedule. If auditions are necessary on Masterworks performance days, Management shall make best efforts to limit auditions to no more than five (5) hours.

F. Audition Procedures

1. The Personnel Manager and/or their designee will conduct all auditions and shall act as the designated proctor.

2. The Union Steward and/or their designee will attend all auditions in their entirety to ensure that the terms of this Agreement and the rules of the American Federation of Musicians are observed. The Steward or their designee will be considered the authorized representative of the Union at all auditions.

3. Live auditions will be held on stage at the Straz Center Morsani or Ferguson Hall, Ruth Eckerd Hall, or Mahaffey Theater, with the appropriate acoustical shell, or acoustical proscenium walls at the Straz Center, in place. If these venues are unavailable, an alternate venue may be used with the approval of the Orchestra Committee, which shall not be unreasonably withheld.

4. Attendance at all audition deliberations will be limited to those officially involved. Members of Management may observe auditions, but may not be present during any discussion or voting, with the exception of the Personnel Manager. Orchestra personnel may observe at the discretion of the Audition Committee. All observers must be seated behind the screen, and may not participate in deliberations or voting. The Personnel Manager will have no active role in deliberations or voting and will be present only to ensure compliance with Article VI.B.4. Management shall require that the Personnel Manager execute a non-disclosure agreement requiring strict confidentiality with respect to all deliberations or voting, except as required to carry out the duties specified by this Agreement or to comply with legal process.

5. Preliminary and Semi-Final Rounds

a. The music for the preliminary round will be posted in the green (on-deck) room for the audition candidates prior to the beginning of the audition. Applicants shall be informed prior to the audition date if sight reading is to be required.

b. Preliminary and semi-final auditions will be heard from behind a screen by the Audition Committee, who shall not be advised of the identity of the candidates. Preliminary auditions shall be waived for auditioning Orchestra members, if they so desire. The Music Director shall be present only at final auditions.

c. Candidates must be permitted to play all designated excerpts and solo (if applicable) before dismissal. For preliminary rounds only, the combination of designated excerpts and the solo should not exceed eight (8) minutes of playing time per candidate.

d. In the preliminaries and semi-finals, each committee member must vote following *each* candidate, a vote of "yes" or "no", with no abstentions, prior to any discussion. A candidate must receive a majority of "yes" votes in order to advance to the next round (i.e., 5 of 9 for section or principal auditions, and 6 of 11 for concertmaster auditions).

e. Each Audition Committee member will have one (1) vote. Voting will be by secret ballot and will precede any discussion. The Union Steward will tabulate the votes. In order to advance to the next round, a candidate must receive a majority vote. After discussion of candidates, the Audition Committee may decide to vote again. Voting and discussion at the preliminary audition will be held by the Audition Committee alone.

f. Screened semi-final auditions may be added if deemed necessary by the Audition Committee. Only the Audition Committee may enter into deliberations and voting during semi-final auditions.

6. Final Round

a. The screen shall remain for any solo final round. The Music Director shall retain the option of sitting behind the screen or not.

b. In the final solo round, each committee member must vote following each finalist, a vote of "yes" or "no", with no abstentions. A committee member may vote "yes" for multiple candidates. A majority vote of the committee would indicate that the candidate is "qualified" for employment.

c. There will be no discussion of candidates until all voting has been conducted. In the event that no candidate or candidates receive a majority of votes, discussion and re-voting may occur. Once all qualified candidates are selected, vote totals for those qualified candidates shall be disclosed to the Audition Committee and Music Director.

d. After the committee has "qualified" one or more candidates, upon request of the Music Director, there may be an unscreened chamber music or ensemble-playing round.

e. The Music Director will consult with the committee before selecting a candidate for employment. Until a candidate is selected for employment, all candidates will be referred to in discussion only by candidate number, and with gender-neutral language.

f. There shall be no distribution or discussion of resumes until a candidate is selected for employment.

g. Runners-up may be designated by the Music Director from the group of "qualified" candidates.

7. At the conclusion of each audition, the Personnel Manager shall provide each audition winner a copy of the Collective Bargaining Agreement, blank personal contract forms (if not contained in the Collective Bargaining Agreement), necessary forms for benefits, the most current available schedule of services, and a Musician Handbook. (See Article VII.A.1.)

8. The Union Steward and Personnel Manager shall complete an audition reporting form, which shall include acknowledgement of the Union's presence at the audition, the candidates' printed name and confirming personal signature, Audition Committee members present, winner(s) by rank, runner(s)-up by rank, and an explanation of unusual procedures or circumstances of the audition, if any. Management and the Union Steward shall each retain a copy of this report.

G. Emergency Vacancies

1. If, due to the resignation, incapacity, leave of absence longer than four (4) continuous work weeks, or death of a contracted Musician, it becomes necessary to fill a vacancy, the Music Director, in agreement with the Concertmaster and principal player of the affected section, may appoint a musician to the vacant position for not more than one (1) complete season, or for the remainder of the season in progress, whichever is less. In the absence of a principal player, the Music Director will consult with the Concertmaster and principal players of the same family. Outside emergency auditions will be held for single member sections.

a. Principal Absence: Absence(s) of a principal player may be filled by the Associate Principal, Assistant Principal, or by appointment of the Music Director.

b. Associate Principal, Assistant Principal, or Section Player Absence: Absence(s) of a non-principal player may be filled on a temporary basis by consulting both the Principal of the section and the substitute ranking list, with final selection made with approval of the Music Director.

H. Substitutes and Extra Players

1. Management shall call for video submissions to assist in identifying substitutes, to be maintained on the TFO website. The Personnel Manager will review video submissions to ensure honesty, and then will provide the relevant Principal with audio only. It is understood that the foregoing does not represent the exclusive method of identifying substitutes.

2. Each section of the Orchestra shall devise a ranked substitute list of musicians it approves as extras and substitutes to be presented by the Personnel Manager to the Music Director for their approval. The Music Director may subtract from or re-order this list in consultation with the principal player of the section. Upon approval by the Music Director, these lists shall be updated and used in order of ranking for hiring extras and substitutes.

ARTICLE VII - EMPLOYMENT

A. Personal Contracts

1. Each season, at least the number of Musicians as listed in Appendix A will be employed by Management on the basis of written Personal Contracts, which may contain terms and conditions that are additional to the terms and conditions contained herein, but shall not contain any provisions which are less than thereto. Said Personal Contract shall contain at least the following:

a. term of the contract;

b. tenure status;

c. salary; and,

d. instrument(s).

The text and form of the Personal Contract will be set forth in Appendix B. Management will present each Musician with a copy of the current Collective Bargaining Agreement along with their Personal Contract upon hire or upon renewal of the Collective Bargaining Agreement. (See Article VI. F.8.)

Costs of reproduction of the Collective Bargaining Agreement will be borne by the Union.

2. No fewer than the number of qualified performing Musicians listed in Article V.A. will be hired each season on salaried Personal Contracts.

3. A Musician's Personal Contract may be cancelled by resignation if the Musician gives written notice to Management. This resignation will be effective ninety (90) days after it is received by Management. A Musician may resign with fewer than ninety (90) days' notice by mutual consent of the Musician and Management.

B. Musicians shall be considered probationary for the first two (2) seasons of employment.

C. Tenure

1. A Musician hired as a tenure-track musician by audition to fill a permanent vacancy will be considered tenured upon receipt of a Personal Contract for a third consecutive season, after having completed two (2) consecutive seasons as a contracted member of the Orchestra. Commencement of employment on or before January 15 shall be considered a full season. A probationary musician may be considered for an early tenure decision, upon request of either the probationary musician, Audition Committee that heard the probationary musician's audition, or Music Director, provided the musician has been employed a minimum of six (6) months. Early tenure will be granted upon the unanimous decision of the Music Director and Audition Committee including a secret-ballot vote by the Audition Committee. If early tenure is not granted, then the probationary musician will continue on the usual tenure track without prejudice.

2. Feedback shall be developed and provided to the probationary musician as follows:

a. Approximately three (3) months after the probationary musician's start of employment (or after the member has performed at least three (3) Masterworks programs with the Music Director, whichever is later) the Personnel Manager shall solicit written feedback from the probationary musician's audition committee. Such feedback may be provided electronically and shall not be anonymous when provided to the Personnel Manager.

b. The Music Director, Audition Committee, Union Steward or Orchestra Committee representative, and Personnel Manager shall then meet to discuss the feedback and determine by consensus what to share with the probationary member

c. The Music Director, Personnel Manager, and Union Steward or Orchestra Committee Representative shall then meet with the probationary member to share the consensus feedback and discuss the musician's performance and progress towards tenure. The consensus feedback shall be provided in writing and shall not identify the source of the feedback; provided, however, that the Music Director may provide additional oral feedback. This meeting should occur no later than four (4) months after the probationary member's start of employment. The Personnel Manager shall take notes of the meeting

d. No earlier than three (3) months after the first meeting with the probationary musician but before the end of the musician's first season of employment, the process set forth in subparagraphs (a) through (c) shall be repeated. If the probationary musician's start date does not allow this process to be completed before the end of their first season, the process shall occur by November 1 of the following season.

e. All written feedback provided to a probationary musician shall be copied to the Union.

f. All meetings in the feedback process will be in person.

g. All discussions and feedback in the tenure meetings will be held in confidence by all parties.

3. Tenure shall be determined by Music Director. In the absence of a Music Director, Management shall determine an Interim Artistic Leader who shall be authorized to make tenure decisions in consultation with the Audition Committee that heard the probationary musician's audition. If the decision is to deny tenure, then such decision must be supported by a majority of that Audition Committee in a secret ballot vote. The same requirement applies when a newly-hired Music Director was not present at the probationary musician's audition.

4. In lieu of a final tenure decision, a probationary musician's probationary period may be extended for three (3) months, upon request of either the probationary musician, Audition Committee that heard the probationary musician's audition, or Music Director and the unanimous decision of the Music Director and Audition Committee including a secret-ballot vote by the Audition Committee.

5. Non-Renewal of Probationary Musicians.

a. Probationary Musicians shall not be disciplined or discharged for non-artistic reasons, except for just cause.

b. Probationary Musicians shall have no access to the grievance and arbitration procedures whatsoever for artistic decisions, but will have access to the grievance and arbitration procedures for all other purposes.

c. No probationary Musician can receive notice of non-renewal for artistic reasons in their first season without having received written notice of non-renewal by February 1.

d. No probationary Musician can receive notice of non-renewal for artistic reasons in their second season without having received written notice of potential non-renewal by December 1, and a review meeting by December 15 attended by the Music Director, the President/CEO or their designee, the Personnel Manager, the Union Steward and the Musician in question. Within five (5) business days of the December 15 meeting, the Music Director or their designate shall issue a written notice informing the affected Musician of the final disposition of the dismissal procedure. Copies of such notice shall be provided to the Union. No Musician may be dismissed until such notice has been timely issued.

6. The rights of tenured Musicians for access to grievance and arbitration procedures are outlined in Articles XVIII and XIX, below.

7. Except as noted herein, a tenured Musician will be automatically re-engaged by Management for the succeeding season.

8. Seniority. A service year of seniority shall be credited to each Musician, provided they have been engaged by The Florida Orchestra in continuous contracted service as a result of the prescribed audition process. A Musician shall receive seniority pay when they receive tenure, but shall also receive credit for service during any probationary period. Seniority pay shall consist of payments in addition to minimum weekly scale for each service year completed by the end of the previous season. Seniority pay will be compensated as a percentage of minimum weekly scale. The percentage for each year of service is listed in Exhibit A. Seniority will be paid as a lump sum at the beginning of each season, in a separate payroll, and will be unaffected by subsequent leave.

D. Renewal

1. Management shall provide Personal Contracts or letters of intent as follows:

a. In years of this Agreement in which no negotiations are taking place, on or before April 1, Management will give to each Musician an executed Personal Contract or a letter of intent not to rehire. Those Musicians desiring to perform with the Florida Orchestra during the following season must furnish fully executed Personal Contracts to Management not later than May 1. Any Musician failing to meet this deadline will be considered to have indicated their desire not to perform with the Orchestra for the following season, and to have resigned employment effective at the end of the current season for which they arecontracted.

b. In years of this Agreement in which negotiations are taking place for successor agreements, or under reopener provisions, Management shall issue letters of intent to rehire or not to rehire by April 1. However, Management shall give Personal Contracts to Musicians within a reasonable time after either a new Collective Bargaining Agreement or interim Agreement on reopener provisions has been executed by all parties. Musicians must deliver fully executed Personal Contracts to Management within thirty (30) days of provision by Management of such Agreements, failing which, such Musicians will be considered to have resigned their positions with the Orchestra effective the end of the season in which they have most recently performed.

2. The date of issuance of all notices, contracts or other documents provided in Sections A, D, E, and F of this Article will be the date on which such document was furnished by hand, if that method of delivery is used, or the date on which such document is postmarked, if delivered via certified mail. In the event that a required date of issuance within this Article falls on a non-business day, notices, contracts or other documents may be delivered on the nearest business day thereafter. Where these sections require that a document is received, returned, or furnished to another party by a certain date, that date will be the date on which it is personally received if delivered by hand, or the date of its postmark if delivered via certified mail.

3. Any date or deadline in this section may be extended by mutual agreement of the President/CEO, the Union, and the affected Musician.

E. Artistic Non-Renewal of Tenured Musicians

1. In the event a tenured Musician fails to meet the artistic standards of the Orchestra, the Music Director shall first attempt to communicate their concerns to the musician by use of verbal comments and/or warnings prior to commencement of the conciliation process below. No artistic dismissal procedure against a tenured Musician may be initiated in either the first or final season of a Music Director's tenure, nor shall any such procedures infringe upon a musician's rights to leave, salary and benefits under this Agreement. Any of the deadlines defined below may be extended by mutual agreement.

2. Notice of Conciliation. When, in the judgment of the Music Director, there is a very serious question concerning the performance of a tenured member of The Florida Orchestra that might lead to the Musician's non-renewal with the orchestra, an earnest effort will be made to resolve the problems that appear to be causing performance difficulties through the following conciliation process:

a. The Music Director will simultaneously advise the Executive Director, the Chair of the Orchestra Committee and the Union Steward, in writing, about the alleged performance problems causing the concern.

b. After this notification, at the discretion of the Music Director, a Notice of Conciliation shall be sent to the Musician by January 15, and a joint meeting will be scheduled as soon as possible, but no later than February 15, among the Music Director, the Musician, the Chair of the Orchestra Committee, the Union Steward (who shall keep a record of the meeting) and the Operations Director ("the Conciliation Group"). The Music Director will explain their concerns to the Musician and make suggestions that would lead to a resolution of the problems discussed. The Musician will then have an opportunity to respond to the Music Director's concerns and suggestions.

c. Every effort will be made by the Music Director and the Musician to develop a plan of action to be followed to resolve the problems. The Conciliation Group will actively assist in the development of, and agree to, a plan that will be reduced to writing as a Memorandum of Understanding and signed by the Musician, the Music Director and the members of the Conciliation Group.

d. The adopted plan of action will become effective as soon as it is signed by the Conciliation Group, but not later than March 15, and will continue in effect until the following February 15. No non-renewal notice shall be issued until the completion of this period

e. Not less than three times during the conciliation process, at approximately three month intervals (or more often, if desired by any member of the Conciliation Group), the Conciliation Group will meet to review the process to determine if it is operating effectively. If it is determined that some alteration of the plan would be more effective, it may be changed by mutual agreement.

3. Notice of Non-Renewal. If, after the conciliation process has been completed, the Music Director considers the Musician not qualified for renewal, a notice of non-renewal shall be issued to the Musician no later than February 15. If such non-renewal notice is issued, the Musician shall have until March 1 to choose among the following options and to notify the Conciliation Group and management in writing of their choice of options

a. The Musician may choose to appeal or grieve the Music Director's decision as set forth in Section 4 below.

b. The Musician may resign:

(1) effective at the end of the current season, until which time they shall receive full salary and benefits (pension, health insurance, instrument insurance, and any other benefit in effect at the time of resignation), or
(2) immediately, in which case they shall receive any salary and benefits they would have received had they worked until the end of the season.

c. The Musician may choose to leave TFO for the remainder of the season for the purpose of studying to improve their performance, or to remain in the Orchestra while taking lessons on their own time. A Musician who chooses to leave the Orchestra

temporarily will receive reimbursement for the costs of such lessons up to a maximum of $1,000, and will receive full benefits during this time. Following this period of study, the Musician shall return to work in their position in the TFO at the beginning of the following season. By February 15 of that season, the Music Director shall inform the Musician of their final decision in writing, with copies to the members of the Conciliation Group. If the decision is non-renewal, the Musician may once again opt for a. or b. above.

4. Appeal. If a musician disputes the non-renewal decision of the Music Director as set forth in Section 3. above, the musician shall have the right either to:

a. Appeal such decision to the Appeals Committee; appeals must be made to the Union and the Orchestra Committee Chair no later than fourteen (14) days from the date the notice to non-renew was sent; or

b. File a grievance under the Grievance and Arbitration Procedure outlined in Articles XVIII and XIX.

5. Appeals Committee

a. The Appeals Committee shall consist of seven (7) tenured musicians (and two alternates) elected by the tenured musicians of the Orchestra at the beginning of each season. The ballots will be held by the Local Union in confidence until such time as the committee must be convened, at which time the Local Union will identify the elected members. The committee elected at the beginning of a given season will review any cases of artistic non-renewal initiated during that season, including the season in which the first written communication outlined in VII.E.2.a. was provided, regardless of whether a subsequent appeal committee has been elected.

b. The following Musicians will be ineligible for Appeals Committee service:

(1) Musicians hired on a non-permanent basis;
(2) Musicians who have given notice of resignation;
(3) Musicians who have received a Notice of Conciliation and whose non-renewal process is as yet unresolved; and
(4) Musicians who are related to a musician who has received a Notice of Conciliation and whose non-renewal process is as yet unresolved.

c. Within fourteen (14) days of receipt of a request for appeal, the Appeals Committee shall convene a meeting, choose a chairperson by secret ballot from among its members, and plan its proceedings. The Music Director shall submit a letter to the Appeals Committee (similar to the letter referenced in Section VII E. 2. a.). The Appeals Committee shall proceed as expeditiously as possible to conduct any necessary hearings and to obtain relevant facts as it deems fit. Proceedings shall be completed within sixty (60) days of the convening of the Committee. After discussion, the Appeals Committee shall vote by secret ballot to decide, by a simple majority, whether to uphold or deny the action of the Music Director. The decision of the Appeals Committee shall be final and binding on all parties. No performance or audition shall be required of the appellant musician, and no adverse inference shall be drawn from their decision not to audition or perform, nor shall any recordings be used against them. However, the musician may play for the committee if they so desire.

d. If the decision of the Music Director is upheld, the musician's employment shall be terminated as of the conclusion of the then-current season.

e. If the decision of the Music Director is overturned, two (2) full seasons must pass before the process of non-renewal may be reinitiated against the subject musician, with the exception that, if the reinstatement occurs due to procedural error, this restriction shall not be given effect.

F. Dismissal of a tenured Musician for reasons other than failing to meet the artistic standards of the Orchestra shall be only for just cause.

G. Extras and Substitutes

1. Musicians hired as extras or substitutes are non-contracted Musicians as defined in this Agreement and shall not be subject to any of the terms of this Agreement except the pay scale.

2. Non-contracted Musicians will be employed only for those rehearsals of the works which they are expected to perform.

3. Non-contracted Musicians shall be engaged at least six (6) weeks in advance or as soon as the need is known and are to be provided with schedules according to this contract's requirements and with written confirmation of employment for the applicable period.

4. Non-contracted Musicians are to be paid on the next regular payroll after the conclusion of their services.

ARTICLE VIII - MUSICIANS' CODE OF CONDUCT

A. When each Musician employed under this Agreement is engaged in Orchestra activities, such Musician shall maintain a state of decorum and presentability consistent with professional status and with the artistic image of the Orchestra.

B. Each Musician employed under this Agreement shall recognize the primacy in artistic matters of the Conductor, and shall maintain to the limit of their ability a standard of performance consistent with the demands of the Conductor.

C. It shall be each Musician's responsibility to practice and prepare the music to be performed by The Florida Orchestra on their own time and in a space provided and maintained by the individual Musician.

D. Dress Code

1. Management may at its discretion designate one of the following dress codes for any performance, except that Concert Black may be designated only for evening performances. In the case of a Gala, Management may assign Concert Black dress code for men. Additionally, in a given season, Management may designate one of the following dress codes for two rehearsals if scheduled on the same day; or for two rehearsals scheduled on separate days if there is only one rehearsal scheduled each day. All dress code options are subject to change if required by riders in guest artist contracts.

MEN

a. CONCERT BLACK: Tails, white tuxedo shirt, white bow tie, white cummerbund or white vest, executive length black socks, black dress shoes. Upon the conclusion of the tenure of the current Music Director, Michael Francis, the foregoing will be replaced with the following: black suit, black dress shirt, black necktie, executive length black socks, black dress shoes.

b. ALL BLACK: black suit, black dress shirt, black necktie, executive length black socks, black dress shoes.

c. OUTDOOR: black pants, white shirt (short or long sleeve), black shoes/sandals/sneakers. If black jeans are worn, such jeans must not be faded or distressed, and cannot have holes or tears. When weather is cool, a neutral sweater or jacket may be worn (black, white, or navy blue).

d. ROCK BLACK: black pants, black shirt or t-shirt, black shoes or sneakers. If black jeans are worn, such jeans must not be faded or distressed, and cannot have holes or tears.

e. PIT BLACK: black pants, black shirt, black shoes (no sneakers). If black jeans are worn, such jeans must not be faded or distressed, and cannot have holes or tears.

f. COSTUMES: certain themed concerts (i.e. Christmas, Halloween, Star Wars, etc.) may allow for musicians an opportunity to wear an appropriate costume provided that the costume does not interfere with the artistic performance and does not cross the boundaries of decency. Management reserves the right to determine which such concerts are appropriate

WOMEN

g. CONCERT BLACK, ALL BLACK:
   (1) Black dress/ black jumpsuit (knees are covered when seated); or
   (2) Black skirt (knees are covered when seated) with black dress top; or
   (3) ¾ to full length dress pants and black dress top; or
   (4) Black business suit or loose-fitting pants suit (if jacket and blouse are worn together then the blouse must be white or matching).
   (5) Attire must also comply with the following:

   All tops or dresses must cover shoulders at a minimum. Strapless tops or dresses must be worn with a jacket or shrug. All necklines must be modest. No slits higher than calf-length.

   No jeans, leather, athletic wear or apparel with logos or patterns.

   Black dress shoes (may be open or closed toed).

   Optional black or neutral hosiery.

   Small black handbag is optional.

Sequins, Jewelry, etc. are acceptable provided they are not overly flashy or attention grabbing.

i. OUTDOOR: black pants, white blouse (no tank tops; all tops must cover shoulders at a minimum), black shoes/sandals/sneakers. If black jeans are worn, such jeans must not be faded or distressed, and cannot have holes or tears. When weather is cool, a neutral sweater may be worn (black, white, or navy blue).

j. PIT BLACK: black pants, skirt, or dress (knees covered when seated), black tops, black shoes (no sneakers). All tops or dresses must cover shoulders at a minimum. If black jeans are worn, such jeans must not be faded or distressed, and cannot have holes or tears.

k. ROCK BLACK: black pants, skirt, or dress (knees covered when seated), black top or t-shirt , black shoes or sneakers. All tops or dresses must cover shoulders at a minimum. If black jeans are worn, such jeans must not be faded or distressed, and cannot have holes or tears. Dress shoes may be strappy heels/flashy. Flashy jewelry or clothing are acceptable provided the outfit does not cross the boundaries of vulgarity.

l. GALA: Concert Black dress code; or, solid color, patterned, or multicolored gown/dress, with dress shoes. Gowns/dresses/skirts must cover knees when seated and there must be no risk of "wardrobe malfunction."

m. COSTUMES: certain themed concerts (i.e. Christmas, Halloween, Star Wars, etc.) may allow for musicians an opportunity to wear an appropriate costume provided that the costume does not interfere with the artistic performance and does not cross the boundaries of decency. Management reserves the right to determine which such concerts are appropriate.

2. Musicians are expected to wear clean, neatly pressed clothing, and shined shoes. Faded black is not permissible. After an initial written warning, Musicians arriving at a performance with attire that does not meet these standards shall be subject to a deduction of one-eightieth (1/80) of their weekly salary.

3. From time to time, the Union and Management may agree to form a Dress Code Subcommittee to discuss possible changes to the dress code. Material (i.e., non-minor) changes to the dress code written above are subject to ratification by the bargaining unit, at the discretion of the Union.

4. Musicians may self-identify with respect to gender. Musicians who do not identify with a gender may choose between any of the available options for a particular type of program.

E. If a Musician is late for any scheduled service (except for illness or for other serious emergency beyond the Musician's control), the Musician shall be subject to a deduction of one-eightieth (1/80) of their weekly salary for each fifteen (15) minutes or a portion thereof for the service missed. Habitual tardiness and absence without legitimate excuse shall subject a Musician to such disciplinary measures as may be determined by Management. Further tardiness or further absence without legitimate excuse may constitute grounds for dismissal.

F. In the event of allegations of breach of any of the foregoing paragraphs of this Article, Management shall determine and impose discipline and/or discharge where appropriate in its exercise of Management discretion. Whether or not any paragraphs of this Article have been breached, and if so, the appropriateness of the discipline imposed by Management is subject to the grievance and arbitration provisions of this Agreement as limited by Articles XVIII and XIX.

G. In compliance with the National Endowment for the Arts (NEA) requirements under the Drug Free Workplace Act of 1988, the following policy statement is in effect: It is unlawful to manufacture, distribute, dispense, possess or use any controlled substance, except when prescribed by a physician for specific medical purposes, in this workplace. This policy requires that all employees abide by these regulations, and that employees must notify the employer of any drug violation conviction occurring in the workplace no more than five days after such conviction. The employer will then notify NEA authorities of such conviction within ten days. Any employees in violation of this requirement will be subject to disciplinary action, up to and including termination.

H. Workplace Harassment and Violence Prevention

TFO is committed to preventing workplace violence and to maintaining a safe work environment free of unlawful harassment. TFO has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur in the work place.

1. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting and other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of TFO. In addition, employees are expected to refrain from physical and verbal conduct that may be perceived by others as bullying.

2. Conduct that threatens, intimidates, or coerces another employee, patron, or volunteer at any time, including off-duty periods, will not be tolerated. This prohibition includes but is not limited to all acts of harassment, including harassment that is based on an individual's gender, race, color, age, religion, national origin, disability, marital status, sexual orientation, or any characteristic protected by federal, state, or local law.

3. All threats of (or actual) violence, both direct and indirect, or harassment should be reported as soon as possible to Management. Musicians are encouraged to report to one of the following persons: director of Human Resources (or equivalent); President & CEO; chairman of the Board of Directors. This includes threats or harassment by employees, as well as threats by patrons, vendors, solicitors, or other members of the public. Reports of a threat of violence or harassment should be as specific and detailed as possible. TFO will notify the Union in advance of any investigative interview conducted in response to a report.

4. All suspicious individuals or activities should also be reported as soon as possible to Management. Do not place yourself in peril.

5. TFO will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual

making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, TFO may suspend employees, either with or without pay, pending investigation.

6. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines may be subject to prompt disciplinary action up to and including termination of employment consistent with the just-cause standard as stated in Article VII.F.

ARTICLE IX - SERVICES

A. Definition of Services

It is understood that the primary purpose of The Florida Orchestra is to present concerts of a symphonic nature, including opera, ballet, choral and pops works. The parties agree that it is contrary to these principles to permit the services of the orchestra to be sold for pageants, variety or trade shows, dinner music, background, dance music, or in any other way which might tend to lessen the artistic dignity of The Florida Orchestra. In the event the foregoing issues arise, the activities under question shall not be undertaken by Management without a timely agreement with the Orchestra Committee.

1. A rehearsal or concert shall constitute one (1) service.

2. The scheduled call time shall be the beginning of a service. Musicians are expected to be in their seats and prepared to play at least five (5) minutes before the scheduled call time. It is understood that call times for Opera or Ballet services may be at :05 or :35, and that Musicians are expected to be silent during the five (5) minutes before such call times.

3. The service shall end when the Concertmaster rises to leave the stage, or when the Musicians are dismissed by the Conductor or Personnel Manager. The Musicians are expected to remain on stage until the end of the service.

4. An intermission shall begin when it is announced by the Conductor or Personnel Manager and will end when re-tuning begins. The time at which intermissions are taken will be at the discretion of the Conductor, within the limitations stated herein.

5. Minimum intermissions for services shall be as follows:

2 hours or less……15 minutes;
2 hours, 1 minute to 2 hours, 30 minutes……..…..20 minutes;
2 hours, 31 minutes to 3 hours……...25 minutes.

6. In the case of dress rehearsals or performances of an opera, ballet or oratorio, intermission times may be split according to acts or movements.

7. There shall be only one (1) dress rehearsal for any given performance, except for opera, ballet and oratorio, which may have two (2) as follows: one (1) preliminary dress rehearsal and one (1) final dress rehearsal, which shall be defined as essentially a run-through of the program.

8. Services shall be a maximum of two and one-half (2-1/2) hours' duration, including intermission, with the exception of the final dress rehearsal or performance of an opera, film, ballet or oratorio.

9. Rehearsals

a. On two service days, one service shall be limited to two (2) hours' duration. When one of those services is a dress rehearsal, that rehearsal may be of two and one-half (2-1/2) hours' duration.

b. In Masterworks series for which four (4) rehearsals are scheduled, and Morning Matinee series, for which two (2) rehearsals are scheduled, each rehearsal may be of two and one-half (2-1/2) hours' duration.

c. Rehearsals following a Morning Matinee performance may be up to two and one-half (2-1/2) hours' duration.

d. The final choral rehearsal with orchestra for a performance, regardless of the day on which it falls, is a Dress Rehearsal. Any service adjoining an evening choral dress rehearsal is restricted to two (2) hours, unless there are only four (4) rehearsals for the relevant Masterworks program, in which case all rehearsals may be two and one-half (2-1/2) hours.

e. Rehearsals for Opera may be up to three (3) hours' duration for *wandelprobe* and dress rehearsals only. If two Opera rehearsals are scheduled in one day, one rehearsal shall be limited to two and one-half (2-1/2) hours' duration. Any week with a 3-hour Opera rehearsal shall contain no more than seven (7) services.

10. Concerts

a. Masterworks concerts may be up to two and one-half (2-1/2) hours' duration. Video-game concerts may be up to two and one-quarter (2-1/4) hours' duration. Except as provided in IX.A.10.b [Opera, Ballet, Film, Oratorio], all other concerts, including but not limited to Morning Matinee, Pops, Rock, Parks, Specials, and Inside the Music shall be limited to two (2) hours' duration. Notwithstanding the foregoing, two (2) times per season, a concert that features a packaged program from a guest artist may be up to two and one-quarter (2-1/4) hours' duration; such concert length will be designated on the weekly calendar.

(1) Youth concerts shall consist either of one (1) 75-minute performance or two (2) back-to-back performances within two and one-half (2-1/2) hours. This shall constitute one (1) service.

(2) Youth concerts shall be held only in the three regular performance halls, Wesley Chapel, River Ridge, and International Plaza. In the event of a scheduling conflict, the performance location shall only be changed with the approval of the Orchestra Committee, which approval shall not be unreasonably withheld. All back-to-back concerts must be held at the same location.

(3) Management and the Orchestra Committee will work in cooperation to develop a Side-by-Side program with local youth orchestras, or, with Orchestra

Committee approval, other groups or musicians, which may vary from the work rules outlined in this Agreement. In such event, variations will be ratified by the Orchestra.

(4) During a Residency only, Side-by-Side programs may start at 9:30 a.m., or go beyond 7:00 p.m., and may lead to up to four (4) distinct programs in a given week; in addition, once per season in a non-Residency week, a request for a 9:30 a.m. start time shall not be unreasonably denied by the Orchestra Committee.

(5) For a concert of two (2) hours' duration, Management shall have available a ten (10) minute "grace period" that may be used to hold a concert up to ten (10) minutes after the scheduled start time or to lengthen the intermission, or a combination of both totaling no more than ten (10) minutes, without incurring overtime.

b. Opera, Ballet, Film, and Oratorio. Opera, ballet, film and oratorio final dress rehearsals and performances, and preliminary Opera dress rehearsals (if any), shall be a maximum of three (3) hours' duration, including intermission, subject to the following:

(1) If any such final dress rehearsal is handled other than essentially as a run-through, all time after two and one-half (2-1/2) hours shall be paid at overtime rates. (See Article IX.A.7; Appendix A.II.)

(2) In the event that opera, ballet film or oratorio non-dress rehearsals extend beyond two and one-half (2-1/2) hours' duration, overtime rates shall be paid to the Musicians. (See Appendix A, II.)

(3) There shall be no service between the dress rehearsal and first performance of an opera.

(4) Management and the Orchestra Committee will work in cooperation with Opera Tampa/Straz Center, in an effort to develop an ongoing collaboration, which may vary from the work rules outlined in this Agreement. In such event, variations will be ratified by the Orchestra.

(5) If one (1) film performance in a week is scheduled for a duration of more than two and three quarter (2-3/4) hours, then there may be no more than eight (8) services that week. If two (2) or more film performances in a week are scheduled for a duration of more than two and one half (2-1/2) hours, then there may be no more than seven (7) services that week, except that once per season, there may be eight (8) services that week. The 25-minute intermission for three (3) hour film services may be split, and taken as a twenty (20) minute intermission and five (5) minutes at the end of the service.

11. No half of a service shall be longer than ninety (90) minutes of on-stage time without intermission, except:

a. during dress rehearsals or performances of an opera, ballet or oratorio, during which an act which runs longer may be completed;

b. symphonic works longer than ninety (90) minutes duration may be played without interruption in dress rehearsals and performances; and

c. in case of a performance with no intermission, the ninety (90) minutes of on-stage time may begin with the tuning note or five (5) minutes after the call time, whichever comes first.

12. It is understood and agreed that Management may, in its discretion, permit visitors to attend rehearsals of the Orchestra, provided that the Orchestra Committee has been given prior notice. Management will accompany all visitors when practical and necessary, take all reasonable steps to ensure that a proper and dignified rehearsal atmosphere is maintained, and will require that the conduct of the visitors or guests does not detract from the level of concentration required to properly prepare the concert being rehearsed. The presence of guests shall be announced to the Orchestra via advance email and backstage signage or announced from the podium before rehearsal if there is insufficient time for Management to provide notice by email. It is understood that individual students of Orchestra Musicians need not be accompanied by Management. It shall be the responsibility of the sponsoring Musician to ensure that proper decorum is maintained by their students.

13. Management shall use its best efforts to schedule all dress rehearsals on a stage. Management shall use its best efforts to limit the use of the Straz Center rehearsal hall.

14. A rehearsal for Opera must be conducted by the conductor who will conduct the performances.

B. Overtime

1. Services extending beyond the limits stated in Section A above shall be paid for all time beyond such given limits at the applicable time rate.

2. Overtime shall accrue in fifteen (15) minute increments. No intermission will be required for overtime of fifteen (15) or fewer minutes. If more than fifteen (15) minutes of overtime is to be played, a five (5) minute intermission shall be provided. For rehearsals, this intermission will be scheduled at the discretion of the Conductor, either in the last five (5) minutes of the regular rehearsal, or sometime during the first fifteen (15) minutes of overtime. If more than thirty (30) minutes of overtime are to be played, a second five (5) minute intermission shall be provided sometime within the first forty (40) minutes of overtime. For concerts, the foregoing intermission(s) shall be taken at the end of the concert. A fifteen (15) minute overtime increment shall be calculated as one and one-half (1-1/2) times of one-eightieth (1/80) of a Musicians' personal weekly scale.

3. Overtime shall not exceed one (1) hour per service.

4. Overtime scale as stipulated in Appendix A.II shall apply, except when actual service time exceeds six (6) hours in one (1) day, in which case double the overtime rates shall be paid.

5. Management will give notice for all rehearsal overtime no later than the previous day, with the exception of dress rehearsals, for which notice of overtime will be given prior to the first intermission. Notice for performance overtime need not be given unless it is known that such overtime will occur, in which case notice will be given as much in advance as possible.

6. No scheduled rehearsal overtime will be permitted on double service days, except in the case of opera rehearsals.

7. No overtime will be permitted during an evening rehearsal (commencing at 6:00 p.m. or later) when the Orchestra has a morning service or travel call the following day.

C. Number of Services and Weeks (See Appendix A)

1. Management will guarantee the number of weeks listed in Appendix A for each salaried Musician.

2. A vacation week is defined as seven (7) consecutive days off during a season. Management shall schedule three (3) vacation weeks as follows: (a) the week including Thanksgiving; (b) the week including Christmas Day; and (c) best efforts for the midpoint between January 1 and May 1, but in any event no earlier than February 15 and no later than April 1. Beginning with the 2027-28 season, Management shall schedule a fourth paid vacation week, the placement of which shall be at Management's discretion. All vacation weeks shall be paid.

D. Force Majeure

In case of fire, war, revolution, siege, epidemic, closing of the auditorium by civil authorities, or unforeseen accident, whenever such cause shall arise, this contract may be suspended for the time such cause is existent. No individual Musician will be prejudiced as the result of being denied entry to a venue.

E. Donated Services

Each season the Musicians agree to donate their services for two (2) special benefit concert services. Such concerts must be specifically for purposes of fundraising, and will be in addition to regularly scheduled services during a given work week. No donated service(s) shall be an additional service in a scheduled nine (9) service week, nor shall a donated service be added to a scheduled eight (8) service week if that week is contiguous with a nine (9) service week. For the purposes of this clause, "donate" shall be defined as performing additional services without additional compensation, including compensation that would otherwise be paid to a Musician moving into a titled position (see V.C.2).

The following shall also apply to the foregoing:

1. A Musician who does not participate in the benefit concert will be charged two (2) personal services, provided the instrumentation for the program required that Musician's services.

2. TFO will encourage guest artists, stagehands, and all other participants to donate their services or work for a significantly reduced fee; when deemed appropriate by Management; however, if substitute musicians need to be hired, they will be paid their usual rate.

3. Both donated services will be used in a single day (rehearsal + performance).

4. TFO will use best efforts to schedule donated services in a 7-service week. For the purpose of scheduling donated services, the limitations outlined in IX.F.2 shall not apply, though service count will never exceed 10 services.

5. Within Thirty (30) days after the event, TFO will provide the Orchestra Committee with a statement of revenue and expenses associated with the benefit concert, including the artist's fee (when appropriate), ticket sales, and donations (including pledges) received at the concert.

6. The Musicians' donation of services shall be prominently acknowledged in the program.

7. It is expressly understood that these services are to be used for special, non-routine events such as gala fund-raisers with high-profile, A-list guest artists.

8. These services must be scheduled during the Season, and not during a Dark Week.

F. Scheduling

1. The work week ("week") shall be defined as the period Monday through Sunday. Salaried Musicians shall not average more than eight (8) services per work week.

2. Services shall not exceed nine (9) in number, and shall be scheduled on no more than six (6) days in a week, provided that if there are nine (9) services in any week, Management will schedule no more than seven (7) services either in the week preceding or following the nine (9) service week, and will, whenever possible, schedule two (2) days off in either the preceding or succeeding week. There shall be no back-to-back nine (9) service weeks, except that once in any given season, back-to-back nine (9) service weeks are permitted, in which case the two-week block shall be immediately both preceded and followed by seven (7) service weeks. Management will make best efforts to schedule no back-to-back nine (9) service weeks. (See Article XI, Section E for residency service limitations.)

3. There will be no more than two (2) services per day, and there will be at least a one and one-half (1-1/2) hour interval between two (2) services in one (1) day, except when the first service exceeds three (3) hours, in which case there will be a two (2) hour interval. A one (1) hour interval shall suffice if both services are rehearsals of two and one-half (2-1/2) hours or less in length and if the interval is to commence between 2:30 p.m. and 3:30 p.m., inclusive. All intervals between services shall be exclusive of travel time. Except for two (2) occasions per contract year, there shall be no more than one (1) performance per day of an opera, Masterworks, or Masterworks-type program.

4. No full or reduced Orchestra service shall be scheduled to begin before 10:00 a.m.; however, this does not preclude travel, setup, packing, unpacking or any other activity incidental or preparatory to performing a service before 10:00 a.m. Youth concerts will be scheduled no earlier than 10:00 a.m., if possible, and in no event earlier than 9:00 a.m.

5. Management will not schedule more than three (3) consecutive double service days.

6. Management shall not schedule more than seven (7) consecutive days of work or travel.

7. There shall be no more than seven (7) hours of actual service time in one (1) day.

8. Management will not schedule any Sunday rehearsals to begin before 12:30 p.m.

9. No rehearsal or part thereof shall extend beyond 7:00 p.m., except for opera, ballet, film, and oratorio dress rehearsals, film rehearsals, and rehearsals involving an amateur choral group. No evening rehearsals shall be scheduled for special fundraising purposes or due to lack of hall availability without the approval of the Orchestra Committee.

10. There shall be at least twelve (12) hours between the scheduled conclusion of an evening local service, or thirteen (13) hours between the scheduled arrival from a runout or other service for which travel is scheduled, and the first call of the following day. (See Article XI.C.7, 9.)

11. The Personnel Manager, or their designee, and the Stage Manager, or their designee, will attend all services in their entirety to assist in their efficient operation.

12. The Union Steward or, in their absence, the ranking designee, shall be considered the primary authorized representative of the Union at all services attended by such representative. Standard designees are as follows, ranked from highest to lowest: Assistant Union Stewards - First, Second; Orchestra Committee officers - Chairperson, Vice-Chairperson, President, Recording Secretary, Treasurer, Corresponding Secretary, Historian, Warden. Special designees may be appointed by the Union Steward as necessary.

13. No piece shall be performed without having been rehearsed or performed within thirty (30) days of said performance, except "The Star Spangled Banner", "Stars and Stripes" or equivalent works. Due to the inherent problems associated with scheduling outdoor concerts, Parks programs shall be allowed to be repeated even if there is more than a 30 day span between concerts and/or rehearsals.

14. There will be no non-Masterwork services during a Masterworks week; except that up to six (6) services per season may be scheduled prior to the run of that week's Masterworks set, consisting of Opera rehearsals and Outreach/Education concerts (including side-by-side services). Except for side-by-side services, Outreach/Education repertoire rehearsed and or performed within a Masterworks week, and which is not part of that week's Masterworks program, must be drawn from repertoire rehearsed for a Masterworks, Morning Matinee or Outreach concert within the previous six months, and provided that such Outreach/Education concerts are conducted by a TFO staff conductor or Opera conductor (for Opera Services). Requests for guest conductors to conduct such concerts will not be unreasonably denied.

15. There will be a minimum of sixteen (16) weeks with two (2) consecutive days off.

16. Management and the Union agree that the following conditions are mutually acknowledged scheduling goals of The Florida Orchestra, and that Management shall make its best efforts to achieve these conditions:

a. There shall be twenty-two (22) weeks with two (2) consecutive days off.

b. There shall be a five (5) day work week.

c. Services on one-service Tuesdays shall commence no earlier than 11:00 a.m. There shall be eight exceptions permitted per season.

d. There shall be no more than two essentially new programs per week.

e. There shall be no more than six (6) Saturday concerts other than an evening concert. The Orchestra Committee's approval of the continuation of the provision, or any individual such service, shall not be unreasonably withheld.

17. Notwithstanding the provisions of subparagraph 16 above, there shall be a minimum of sixteen (16) instances each season of at least two (2) consecutive days off, exclusive of non-working weeks, that are scheduled on the calendar provided to the Musicians on August 1 (see Article IX.A.3). Changes to that schedule may be made in consultation with the Scheduling Committee. For purposes of the foregoing, consecutive days off may span weeks (e.g., Sunday/Monday).

18. Management may split the orchestra into two (2) separate groups of no fewer than thirteen (13) musicians in a given workweek. No more than three (3) such split-orchestra weeks may be scheduled per season, except that one (1) additional split-orchestra week may be scheduled during a week with performances of Handel's *Messiah*.

19. Notwithstanding the provisions of subparagraph 16 above, each season, there shall be no more than three (3) weeks containing more than two (2) different programs. No week may contain more than three (3) different programs. Side-by-side services, and Youth concerts repeated within 60 days, will not be considered different programs.

20. Notwithstanding the provisions of subparagraph 16 above, there shall be no more than four (4) Saturday rehearsals per season.

G. Miscellaneous Services

1. Services utilizing "Members of The Florida Orchestra" and advertised or otherwise designated as such shall have more than fifty percent (50%) of the orchestral performers on stage as members of The Florida Orchestra. Such services shall be governed by the terms and conditions of this Agreement relating to compensation, pension contributions, and general working conditions. The Florida Orchestra shall not permit the use of its name by outside producers unless payments to Musicians are made through The Florida Orchestra or the outside producer(s) file appropriate contracts with the Union. Such services shall be additional to regularly scheduled Florida Orchestra services and may not be utilized for the purposes of satisfying the requirements of this Agreement with regard to service counts and scheduling. Such services shall be optional to all Musicians. It is understood that this clause does not apply to performances by pre-existing chamber music ensembles comprised of Orchestra members (e.g., The Florida Orchestra Brass Quintet).

H. Additional Services

Any services offered by Management in excess of the above contractually mandated minimum number of weeks shall be subject to all other terms and conditions of this Agreement.

ARTICLE X - GENERAL WORKING CONDITIONS

A. Schedules

All calendar updates, notices, and agreements will be emailed as .pdf files, unless a different mode of dissemination is agreed upon between Management and the Orchestra Committee.

1. All services in a season will be scheduled during the period from September 1 through the first weekend in June.

a. Services occurring after the first weekend in June and before September 1 are "Optional Work". All TFO Musicians have the right of first refusal for all Optional Work (within seven (7) days of the offer), but are not required to accept the engagement. Optional Work will be billed as "Members Of" in accordance with existing IX.G.1.

2. By May 1 of each contract year, the tentative monthly schedule of the coming season will be provided to all Musicians. Regarding this schedule, Management will provide specific dates, times, programs, and instrumentation for all Masterworks, Morning Matinee and Pops concerts, as well as information of the same type concerning other services to the extent it is available at that time.

3. By August 1, Management will supply to the Musicians a revised monthly schedule for the coming season, which will include dates, times, locations, programs, and instrumentation for opera services and youth concerts, as well as any other services which have been scheduled. This will be the official working schedule for the season. Changes in the foregoing types of information from the May 1 schedule regarding Masterworks, Morning Matinee and Pops concerts will be provided on this revised schedule.

4. Beginning on a date four (4) weeks in advance of the first scheduled service of that week, Management will provide a weekly schedule reflecting the date, place, and time for each service to be performed. The weekly schedule will supersede the monthly schedule.

a. This weekly schedule will also include the nature of services, instrumentation, order of the first rehearsal for each program, and ending time of each service.

b. All affected Musicians shall be notified of changes of rehearsal order, including specific movements of multi-movement works, by 7:30 p.m. of the preceding day or by the end of that preceding day's final service, whichever is earlier.

5. Management will guarantee these dates and times to all Musicians as per contract stipulations. Musicians will attend all services on the official working schedule unless properly excused by Management.

6. The Personnel Manager will notify each Musician of any schedule change in writing. Musicians will be notified of any modifications of the schedule as soon as they are confirmed.

a. If a service is changed to a date and/or time other than that shown on the schedule with less than six (6) weeks' notice, a Musician with prior commitments shall be excused by Management from attendance without penalty (loss of pay or discipline).

b. If a service is changed to a venue other than that shown on the schedule with less than four (4) weeks' notice, and the change in venue necessitates a Musician's tardiness to or early departure from the changed service due to a Musician's prior commitment, Management shall excuse the Musician from the portion of the service to be missed, without penalty. Up to two (2) times per year, Management may change rehearsal locations with less than four (4) weeks' notice, but in no case any less than two (2) weeks' notice.

c. The Musician shall notify Management in writing of their inability to meet the altered schedule within five (5) working days of notification or forfeit an excused absence and pay for the service(s).

7. Management will guarantee a specified day off in each work week on the official working schedule. A day off is defined as a day without work or travel.

8. Monday shall be a guaranteed day off, with three (3) exceptions in each season for purposes of scheduling Opera rehearsals only. Services on each Monday exception shall pay a twenty-five percent (25%) premium on Base Scale if either the following day (Tuesday) or the preceding day (Sunday) is a guaranteed day off, or a fifty percent (50%) premium on Base Scale if neither Sunday or Tuesday is off.

B. Rehearsal and Practice Folios

1. Music folios and practice parts for Masterworks and Morning Matinee concerts shall be distributed to all Musicians no later than two (2) weeks prior to the first rehearsal of a program. No sign-up shall be required. For all other programs, Musicians shall receive practice parts no fewer than two (2) weeks prior to the first rehearsal of a program, provided the Musician has requested the parts at least three weeks in advance. It is understood that certain parts may not be available according to these time frames due to publisher or artist complications. In such case the librarian shall make best efforts to comply with these guidelines.

2. Folios will include all music to be performed on a given program, including bowings, string section divisi, and other information which may be necessary for the performance of that literature.

3. Bowings and other markings shall be made by the Conductor or the Concertmaster in cooperation with the other principal string players. Principal string players will provide completed bowed parts to the librarian as determined by the schedule issued by the Operations department, to allow for transfer of markings to individual parts. Any substantive bowing or marking changes will be distributed in writing to Musicians prior to rehearsal.

4. All music performed by The Florida Orchestra shall be properly arranged for symphony orchestra and shall conform to the accepted standard musical notation practice endorsed by the Music Publishers' Association.

5. Parts for any Inside the Music (ITM) demo shall be provided at least 48 hours before the ITM performance.

C. Temperature

1. Management shall maintain the on-stage temperature at seventy-two (72) degrees Fahrenheit for all Orchestra services whenever possible.

2. The Orchestra will never be required to play when the temperature on stage is above ninety (90) degrees Fahrenheit or below sixty-four (64) degrees Fahrenheit for outdoor services, and above eighty-one (81) degrees Fahrenheit or below sixty-seven (67) degrees Fahrenheit for indoor services. Whenever the temperature falls below 70 degrees at an indoor service, management shall take immediate action to increase the temperature to at least 70 degrees. In addition, Musicians will not be required to play in rain or direct sunlight, or when wind presents a hazard to Musicians or their instruments.

3. Musicians will not be required to perform for more than ninety (90) minutes, including a ten (10) minute intermission, when the on-stage temperature exceeds eighty-five (85) degrees Fahrenheit at the commencement of an outdoor performance; provided, however, that this limitation shall not apply to concerts beginning after 6:00 p.m., the duration of which shall be limited to two (2) hours. Concerts delayed for more than thirty (30) minutes due to inclement weather will be cancelled for that day.

4. For outdoor concerts, three (3) thermometers shall be placed onstage, one (1) each at downstage left and right, and one (1) at upstage center. The reading of any thermometer located in the stage's working space, where the thermometers used have been previously agreed upon between management and the Union Steward, shall apply to the temperature limitations as stated above.

D. Official Pitch. The official orchestra pitch will be A-440.

E. Official Clock. Management shall maintain an official clock backstage for all concerts and on stage for all rehearsals. This clock shall be set by mutual agreement between the Personnel Manager and the Union Steward prior to each service.

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

G. On Stage and Back Stage Facilities

1. Stage setting: At all services performed at Ruth Eckerd Hall, Straz Center, and Mahaffey Theater, each player shall be provided a suitable chair, stand, and music folder with legible music parts; all instruments transported by Management shall be in place no fewer than thirty (30) minutes prior to the beginning of a service. The stage and seating arrangement for the dress rehearsal and the following concert or electronic media session shall be predetermined by the conducting staff in consultation with the Orchestra Committee and shall be substantially identical, except on tour when alternative arrangements cannot be anticipated. All performing Musicians shall have a full view of the Conductor at all times during a service. Management shall take all reasonable steps to provide an adequate performance space for the Musicians, and to assure that the sound reflector is in use at all Straz Center services.

2. Accessory areas: At all services performed at Ruth Eckerd Hall, Straz Center, and Mahaffey Theater, and all other locations, stage and warm-up facilities shall be made available to Musicians at least thirty (30) minutes prior to any service. On a double service rehearsal day at

the same site when the second service includes a chorus, Musicians' access to the stage may be limited to fifteen (15) minutes prior to the beginning of the second rehearsal. Notification of such access shall be made in the relevant weekly schedule. Adequate and sanitary areas for dressing, including restrooms, shall be provided to Musicians at least one (1) hour prior to any service except on runout or tour when forty-five (45) minutes in advance will be sufficient. Accessory areas shall have adequate tables for instrument cases and shall include coat racks and at least twenty-five (25) chairs. There shall be a secure location at services for purses and other valuables. Mailboxes for communication with the Orchestra shall be available at all services.

3. At all services performed at locations other than Ruth Eckerd Hall, Straz Center, and Mahaffey Theater, Management shall make every effort to duplicate the conditions outlined in paragraphs 1 and 2 above.

4. Appropriate access to their places on stage at Straz Center shall be assured for cello and bass players.

H. Smoke-Free Work Environment. There will be no smoking in the performance, rehearsal or backstage areas. The Stage Manager or Personnel Manager will enforce this rule.

I. Noise Reduction. Based upon the number of requests, up to twenty (20) units of "Wenger" or "Wenger-type" sound shields shall be provided as soon as possible.

J. Adherence to Conditions. A rider shall be added to all contracts with halls and presenters that requires adherence to all relevant contractual provisions of this Collective Bargaining Agreement, and shall include the use of activated backstage monitors at all services in locations where monitors exist.

K. String Seating

1. String seatings shall be made available no fewer than four (4) weeks in advance of the first rehearsal of a program and shall coincide with the request for practice parts. (See Article X, Section B.1.)

2. Revolving strings shall be in effect for all services. With the exception of titled players, string players shall be listed alphabetically in the program.

3. There will be a master string seating chart established prior to the beginning of each season.

4. Titled positions will not be required to revolve.

5. Revolving shall occur within individual string sections.

6. Revolving will occur by individual with the understanding that each Musician must share a stand with each revolving member of their respective section before a revolving sequence is complete.

7. String substitutes may be seated at the discretion of the Music Director or conductor in consultation with the principal of the affected section.

L. Wind, Brass and Percussion Seating

1. Wind, Brass and Percussion principal players, in sections that traditionally rotate, will provide a provisional rotation schedule to Management by September 1, or four (4) weeks in advance of the first scheduled service of a season, whichever comes first. All rotation schedules are subject to approval by Management. Principals will finalize Assistant/Associate Principal needs at least two (2) weeks in advance, and make best efforts to make assignments four (4) weeks in advance whenever possible. All Assistant/Associate Principal assignment deadlines are with the understanding that Principals have received music from the Library in advance. Assistant/Associate Principal coverage is subject to approval by Management.

2. Wind, Brass and Percussion rotations must be confirmed and approved at least four (4) weeks prior to the first rehearsal of a given program.

3. If rotations for a program are not provided, personnel assignments will be made at Management's discretion.

4. String Principals also shall make part assignments when needed, in accordance with the forgoing guidelines for non-String Principals.

M. Relief

1. All Musicians shall be entitled to guaranteed relief services as described below. During the first four (4) weeks of any season, any Musician's time off due to reduced orchestra services, instrumentation requirements, or rehearsal schedules, shall not be counted or assigned as relief. Such time off may be used as relief in week 5 and thereafter during the season.

a. String relief will be provided in the following manner:

(1) For all concerts except Masterworks, Morning Matinee, and selected Pops concerts, the string complement may be reduced to 10/8/8/7/6. String complements for Morning Matinee concerts may be 12/10/9/8/7.These reductions will be applied as relief. An exception may be made to this minimum complement for repertoire historically and/or traditionally performed with reduced string complement and for pit services.

(2) String rotations related to pit services or reduced instrumentation shall be equitably distributed from year to year over the life of this Agreement.

(3) String musicians shall be provided four (4) "String Relief Services", to be used at the Musician's discretion. Musicians may not use String Relief Services for Masterworks rehearsals and performances and may not engage in other performance-related employment when using a String Relief Service. Requests for specific String Relief Services that are made by September 1 for that season will be granted; if requests are not made by September 1, Management may assign String Relief Services, provided that String Relief Services may not be assigned during the first four (4) weeks of the season. String Relief requests or assignments cannot result in a musician playing a performance without rehearsals, or rehearsals without a performance. In addition, string Musicians shall be provided an additional four (4) "Assigned String Relief Services" that shall be assigned at Management's discretion, except that such Assigned String Relief

Services may not be assigned on a day when no orchestra service is scheduled. All string musicians will receive their String Relief Services by the end of each season, whether requested or assigned.

b. Non-string Musicians shall be provided four (4) Non-String Relief Services, to be used at the Musician's discretion in the same way as String Relief Services, except that no more than one (1) Musician shall be granted relief in the same section for any service. Requests will be granted on a first-come, first-serve basis. With respect to requests in excess of the one-Musician-per-section limit, Management and the requesting Musician shall discuss and agree upon an alternative use of the Non-String Relief Service(s)

2. Management will post the string rotation and seating schedule four (4) weeks in advance of the first scheduled service of a season, and continuing thereafter on a weekly basis.

N. Instrument Provision

1. Each Musician shall be responsible for obtaining, transporting, storing, and maintaining professional quality instruments that are part of their position at their own expense except as listed below.

a. Musicians asked to play an instrument not specified in their Personal Contract shall not be required to obtain it. Management shall discuss and determine options with Musicians on a case-by-case basis.

b. Musicians shall not unreasonably deny requests to provide or perform on an instrument in their possession that is a part of their Personal Contract with the exception that musicians do not have to provide: timpani, harp, or large percussion instruments such as marimba, xylophone, vibraphone, drum set, chimes, or bass drum.

c. Management may provide long-term storage space to musicians for personal instruments and equipment on a case-by-case basis by mutual agreement. The storage of any personal instruments by Management after the ratification of this agreement must be reaffirmed.

d. Instruments performed by a keyboard musician (e.g. piano, celesta, harpsichord, organ, synthesizer, etc.) shall be provided by Management. Management shall cover transportation and maintenance for keyboard instruments it provides. In the case that a keyboard musician elects to provide their own instrument, they shall be responsible for its transportation and maintenance unless otherwise arranged.

2. Instruments owned by The Florida Orchestra may be provided to musicians for use during services at no cost to musicians except as listed below.

a. Management shall provide at a minimum the following instruments:

Timpani x 5 (standard sizes)
Harp x 1
Marimba x 1
Xylophone x 1
Vibraphone x 1

Drum Set x 1
Bass Drum x 1
Chimes x 1

If the above instruments are not available or if additional quantities are needed TFO shall either:

- secure the instrument(s) from an outside source; or
- upon agreement of the Musician, either arrange for TFO to transport the Musician's personal instrument or pay the Musician a cartage fee according to the following schedule:

Instrument	**Rate**
Timpani	$100 pair, $50 per additional
Harp	$100
Marimba	$100
Xylophone	$50
Vibraphone	$75
Glockenspiel (on frame)	$50
Drum Set	$75
Bass Drum	$50
Steel Pan	$35 per drum
Chimes	$100 (full set), $35 (stand & up to 5 chimes)

Additional instruments may be provided.

b. If Management provides an instrument, it shall not constitute an agreement that the instrument shall always be provided nor that an unlimited quantity of the instrument shall be provided except as listed in X.N.2.a.

c. In the event an instrument is needed that TFO owns and that is in working condition, Management shall provide the instrument.

d. Musicians shall not be responsible for transporting Florida Orchestra-owned instruments; however, Musicians may transport Florida Orchestra-owned instruments by mutual agreement.

e. Management shall be responsible for the storage of instruments obtained by TFO.

O. Tropical Storms. In the event the "cone of uncertainty" for a tropical cyclone, as determined by the National Hurricane Center (or equivalent), includes any part of the Local Area (i.e., Hillsborough and Pinellas Counties), Management shall immediately consult with the Orchestra Committee to discuss preparations. In the event local authorities issue a mandatory evacuation order for any part of the Local Area, services scheduled after the mandatory evacuation instruction goes into effect shall be cancelled.

ARTICLE XI – RUNOUTS, TOURS & RESIDENCIES

A. Definitions

1. The local area will be defined as Hillsborough and Pinellas Counties. Management will provide transportation to and from all areas outside the local area.

2. A runout will occur when the Orchestra travels beyond the local area, but does not remain overnight.

3. A tour will occur when the Orchestra remains away from the local area overnight.

4. A residency is defined as a period during which the Orchestra travels to and/or remains at the same location outside of the local area for more than two (2) consecutive days. A residency shall be deemed to begin as of the first day of travel by any Orchestra Musician to the residency location and to end as of the last day of travel from such location.

5. The primary bus departure point shall be Westshore Plaza in Tampa, or an alternate location mutually agreed upon by Management and the Travel and Schedule Subcommittee.

6. International tour conditions, requirements, and limitations shall be negotiated as part of the tour planning process, using both Group I and Group II orchestra contracts, as defined by the League of American Orchestras, as a starting point.

B. Transportation

1. All buses shall be equal in comfort, condition, and safety to those used by first class long distance bus companies and shall be equipped with heat, air conditioning, toilet, separate luggage quarters, and reclining seating accommodations for each Musician.

2. Buses shall not be loaded to more than eighty percent (80%) capacity, not counting instruments occupying seats. Proper and secure storage and transportation will be provided for all instruments.

3. All bus transportation will depart from and return to the primary bus departure point and any other locations mutually agreed upon by Management and the Schedule and Travel Subcommittee.

4. When the orchestra is required to travel by air, the aircraft type shall be limited to those pressurized types normally used in scheduled commercial flights by major airlines. After departure from the local area in air travel, transportation shall be provided both to and from the airport.

5. If overnight train travel is necessary, sleeper cars shall be provided for Musicians.

6. Management shall be liable for any damage to instruments while such instruments are being transported by any carrier hired by Management.

7. When a Musician is expected to furnish personal transportation outside the local area, each driver shall be paid mileage for such transportation. (See Appendix A.VI.)

8. Mileage will not be paid for travel outside the local area when Management provides transportation for the Musicians, unless express permission to travel by personal vehicle is received from the President/CEO in advance of such travel. Permission will not be unreasonably refused, and shall be granted to personnel who for medical reasons cannot travel

by the mode of transportation chosen by Management.

9. No travel overtime payments shall be paid to those Musicians who travel by means other than those provided by Management, unless overtime is built into the travel schedule.

10. String bass and Tuba Musicians shall receive a $20.00 cartage payment and mileage (at the IRS rate) for runouts if they choose not to take the bus out of concern for instrument safety.

C. Travel

1. There shall be no travel on a designated day off, which shall be defined as beginning at midnight on said day.

2. The total amount of travel time in a given day shall not exceed:

No service day: seven (7) hours
One service day: four (4) hours
Two service day: one and one half (1½) hours

Notwithstanding the foregoing, once per season, three (3) hours travel may be permitted on a two (2) service day. A second instance of three (3) hours travel on a two (2) service day may occur with the approval of the Orchestra Committee.

Travel time does not include rest and meal stops.

3. Travel overtime in excess of the hours identified in paragraph 2 above shall be paid in accordance with Appendix A, III.

4. Travel overtime shall not be compensated if such overtime is due to acts of God, traffic accident or mechanical failure involving an orchestra bus, flight delays or medical emergency.

5. During bus travel, the travel rest stop shall be fifteen (15) minutes within each three (3) hours of travel.

6. Travel time shall be calculated as follows:

a. If by bus, it shall begin to run at the time of the scheduled departure of the first bus and shall end upon arrival of the last bus at the designated destination; and,

b. If by air, departure from and return to a local area airport.

7. There shall be no morning bus departure scheduled less than twelve (12) hours following the end of the previous evening's local service, or thirteen (13) hours following return from a runout or other service for which travel is scheduled. Bus departure shall be scheduled in order to allow the Musicians a warm-up period of at least forty-five (45) minutes before the beginning of the service, provided, however, that no tour or runout service may begin less than 30 minutes after the actual arrival time. Should Musicians' warm-up period be delayed for any of the reasons outlined in C.4., such that the concert cannot start as scheduled,

no performance overtime will be due for the first 15 minute increment.

8. The Orchestra shall not be scheduled to travel after 12:00 a.m., based upon local time at the place of arrival. If the Musicians are returned to the original point of departure after 12:00 a.m., Travel Overtime shall be paid in accordance with Appendix A, III. Departure from the original point of departure before 9:00 a.m. shall be compensated at the same rates described in the previous sentence. If it is anticipated that the Orchestra will be returned to the original point of departure after 12:00 a.m., Management will provide overnight lodging as described in Section E.2 below. No service or travel departure shall begin less than thirteen (13) hours after the actual time of return from a runout or tour, except with the approval of the Orchestra Committee.

9. All travel information shall be submitted to the Schedule and Travel Subcommittee for approval at least six (6) weeks in advance. (See Article XVII.B)

10. Detailed information regarding any concerts outside of the local area shall be provided to Musicians at least twenty-one (21) days prior to runouts, residencies or tours. This information shall include a travel itinerary, directions, description of any dressing rooms, departure times, concert and sound check schedule, program(s), required concert dress, and addresses and phone numbers of performance halls and places of lodging, if applicable.

11. There shall be no more than two (2) runouts scheduled in any seven (7) day period.

12. Management shall not schedule runouts on consecutive days, except for one (1) instance per season for purposes of accommodating a Pasco County Youth concert; additional instances may be scheduled upon approval of the Orchestra Committee, which will not be unreasonably withheld.

D. Per Diem

1. Per diem shall be included in the payroll prior to departure. Per diem not utilized due to leave (as per Article XI.G.) or musician's non-attendance on tour or runout may be deducted from the Musician's subsequent paychecks at Management's discretion.

2. On tour, runout, or residency days, the meal per diems shall be in effect and shall be payable in advance according to Appendix A as follows:

Breakfast when travel begins before 8:00 a.m. and extends beyond 9:00 a.m.
Lunch when travel begins before 12:00 noon and extends beyond 1:00 p.m.
Dinner when travel begins before 6:00 p.m. and extends beyond 7:30 p.m.

3. Meal stops, one (1) hour each for breakfast and lunch, and one and one-half (1 - 1/2) hours for dinner, shall be taken when traveling during the mealtimes indicated above, unless otherwise arranged with the Schedule and Travel Subcommittee.

4. On run-outs with less than two (2) hours of one way travel, the Orchestra Committee and Management may agree to forfeit the meal stop in order to allow a later bus departure.

E. Residencies

a. Services

a. Services in residencies shall not exceed seven (7) per week in number, and shall be scheduled on no more than six (6) days in a week. Seven (7) service weeks shall only be permitted when there is an off-setting six (6) service week, scheduled either in the week preceding or following the seven (7) service week, and two (2) days off in either the preceding or following week shall be scheduled whenever possible.

b. If a Musician is scheduled for more than four (4) services in the final seven (7) days of a residency, they shall have a day off within two (2) days of return to the local area. All Musicians shall have a day off within two (2) days of the commencement of the residency.

b. Accommodations

a. A mutually agreeable place for the Musicians to be able to stay shall be provided during a residency when there are more than two (2) hours of elapsed time between the end of one service and the commencement of a second service.

b. On tours, Management shall arrange and pay for single rooms for each Musician. All hotels shall have a minimum 3-star rating from AAA.

c. Musicians who choose to share a double room with another Musician at the Management-provided accommodations shall be reimbursed twenty dollars ($20.00) for each night the double room is shared.

c. Working Conditions

a. An Orchestra Stage Manager shall be present at all residency services.

b. In the event of illness, or injury to a Musician, or the occurrence of a personal emergency (death or illness in the immediate family, including significant others), Management shall bear the cost of transporting the Musician from and to the residency location.

c. There will be at least two (2) dressing rooms designated for the exclusive use of the Musicians.

d. Parking shall be provided at no charge.

F. Free Days Surrounding Tours

Tour of 2-4 days ..... 1 free day before or after
Tour of 5-14 days ..... 1 free day each before and after
Tour of 15-21 days ..... 1 free day before and 2 after

Once during the term of this Agreement, the second free day will be deemed to begin twenty eight (28) hours after the return from the original point of departure.

There shall be no domestic tours of longer than twenty-one (21) days without approval of the Orchestra and with additional free time.

G. Leave From Tour

a. All required Musicians of the Orchestra will be expected to go on each tour. In the event any Musician desires to be excused from a tour, they shall so request in writing to Management, and shall state the reasons for the request. The request shall be made no later than three months prior to departure of a tour, runout, or residency, except in the event of an emergency, in which case the request shall be made as soon as possible. Such requests will be granted automatically for any valid personal health reason. If a Musician is excused for any reason other than their own personal health and Management hires a substitute for such Musician, the period of absence shall be considered as unpaid personal leave as defined in Article XIV. If a Musician is excused for any reason other than their own personal health reasons and Management does not hire a substitute, the period of absence shall not be considered as unpaid leave.

Notwithstanding the foregoing, if tour or residency weeks are added to any September, then (a) those weeks are considered "Optional Work" in the first year in which such weeks are added, and (b) the parties shall meet and bargain regarding attendance for such weeks in subsequent years.

b. If a Musician is excused from a tour, residency, or runout for their own personal health reasons, the period of illness shall be treated for all purposes as sick leave and shall be charged against the total sick leave accrued pursuant to Article XIV.A of this agreement.

H. Sound Check and Acoustic Rehearsals

a. Management may schedule a sound check and/or acoustic rehearsal of up to one half (1/2) hour, which shall begin no more than ninety (90) minutes before a concert and end not less than thirty five (35) minutes before a concert, and shall be compensated at 50% of the per-service scale as set forth in each musician's personal contract, from the announced start of the sound check until the musicians are excused by the Conductor, in increments of fifteen (15) minutes. A sound check and/or acoustic rehearsal shall not be considered a service if there is only one (1) or two (2) such sound checks and/or acoustic rehearsals in a given week. There shall be no more than four (4) sound checks and/or acoustic rehearsals in a week. Sound Checks are permitted in the Local Area when off-stage instruments are used.

ARTICLE XII - ELECTRONIC MEDIA

A. Integrated Media Agreement (IMA)

1. Management will commit to use of the Annual Media Commitment Payment option under Article XIX of the Integrated Media Agreement, to be paid as an Electronic Media Guarantee ("EMG"). Annual payments are defined in Appendix A and shall be made in one lump sum at the beginning of each season. Should there not be a current Integrated Media Agreement in the future, the rate of increase will go up at a rate consistent with weekly pay.

B. Radio and Television Broadcasts

With the exception of television and radio broadcasts subject to the terms and rates established in the Integrated Media Agreement (IMA) or subsequent multi-employer/union agreement, no

performance shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction or transmission.

(See **Side Letter #4** for local broadcast terms)

C. Recordings

1. Archival recordings may be made without compensation to the Musicians; however, in the event that such tapes (audio and/or video) are ever exhibited by Management for any purpose whatsoever, Management will obligate itself to pay the Musicians who performed musical services in the making of such tapes at two hundred percent (200%) of the applicable wage scales and fringe benefits provided for in the current applicable A.F.M. agreement. No archival recordings shall be released except for radio broadcasts.

2. Listening facilities on Orchestra premises shall be provided per procedures in accordance with the IMA.

3. Archival or endowment tapes shall not be used in any dismissal proceeding.

4. All other recordings shall be compensated in accordance with the wages and conditions specified by the A.F.M.

D. Promotional and News (To be handled in accordance with the IMA)

E. General

1. The Orchestra shall be given at least twenty-four (24) hours' notice if representatives of the press are to be present. Management agrees to control press representatives' actions and immediately to resolve any problem or disruption that may occur.

2. The Union Steward and the Orchestra Committee shall be advised of all electronic media services and news coverage as soon as Management confirms such services and news coverage.

3. The musicians' Artistic Advisory Subcommittee shall have full opportunity to review all broadcasts and recordings and to give initial approval of their use; the Music Director shall retain final approval. Reports of such reviews will be made to Management and the Union. (See Article XVII.A.)

4. Any electronic media service or coverage not addressed by this Article shall be subject to negotiation between Management and the Union.

ARTICLE XIII - HOLIDAYS

A. No service shall be scheduled on New Year's Day, Easter Sunday, Thanksgiving Day, December 24 (Christmas Eve), and through 10:00 a.m. December 26. On New Year's Eve, a performance may be scheduled, but must be paid at an additional one-eighth (1/8) of the individual Musician's weekly scale wages and must end by 12:15 a.m. Management will not

schedule any services on Good Friday, except for a concert with religious-themed repertoire (e.g., Bach St. Matthew Passion).

B. No member of a religious group shall be penalized for observance of any holidays established by their religion. Three (3) weeks' advance notice of a holiday absence must be given by Musicians, limited to four (4) such paid holidays per contract year.

C. Management will make best efforts to evenly distribute non-work weeks throughout the season and include Thanksgiving, Christmas, and/or Easter weeks.

ARTICLE XIV - ABSENCES FROM WORK

A. Sick Leave and Disability

1. Sick Leave. Sick leave may be used in the event of the incapacity of a Musician to perform a service due to illness or injury. All Musicians shall receive ten (10) paid sick days per season, commencing upon a Musician's hiring and continuing for each season thereafter. Such days shall accumulate to twenty-five (25). Management shall recognize individual Musicians' historical accruals of Sick Leave up to the maximums provided herein. No additional Sick Leave will accrue until the Musician's bank of accumulated days drops below twenty-five (25).

a. No more than twenty-five (25) sick leave days may be used per season, for the purposes of illness or injury.

b. If a Musician leaves a service prior to intermission due to illness, sick leave will be incurred. If a Musician leaves a service following intermission due to illness, sick leave will not be incurred.

c. Sick leave may generally be divided into services such that one (1) service of a two (2) service day equals one-half (1/2) sick day, and one (1) service of a one (1) service day equals one sick day.

d. Management reserves the right to require confirmation of illness or injury from a physician in any case of three (3) or more consecutive absences, or a total of five (5) absences in a six (6) week period. In case of a Musician's ongoing illness or injury, Management may request and obtain, at its sole expense, a second medical opinion.

e. Each Musician shall receive an annual report by Management of the number of sick days that the Musician has accumulated. This report shall be distributed by August 1 preceding each season and shall be included with scheduling information packets distributed by August 1 as per Article X.A.3., above.

2. Short-term Disability. Short-term disability is defined as the incapacity of a Musician to perform the essential functions of their job due to limitations imposed by a continuing illness or injury. Once a Musician has accrued twenty-five (25) Sick Leave days, they may continue to accrue additional paid leave in a Short-term Disability Bank (STDB). The STDB may be used in the event of a Musician's chronic or catastrophic illness or injury, to provide paid leave upon exhaustion of Sick Leave. STDB accrual shall be limited to a maximum of sixty-five (65) days. The STDB will serve as a bridge from Sick Leave to Long-term Disability.

a. Management may require a Musician to see a doctor of its choosing, at no expense to the Musician, to verify a claim for this benefit.

b. Payment to Musicians under this paragraph will be at one hundred percent (100%) of the Musician's daily salary.

3. Musicians may at any time donate up to four (4) days of Sick Leave per contract year to colleagues who have not accrued the maximum allowable due to number of years of service, or in the event of a catastrophic illness or injury. Use of donated Sick Leave may not exceed the maximums stated above.

4. Long-term Disability. Management shall, at its sole expense, provide all Musicians with Long-term Disability insurance coverage, which shall include a ninety (90) day waiting period. The parties agree to review the disability policy and coverage at least annually.

5. Family and Medical Leave Act. The FMLA will apply to Musicians during the term of this Agreement, to all bargaining unit and non-bargaining unit employees. Any decision by Management to waive its rights under FMLA will be without prejudice to its right to enforce these provisions at a later time. Such decisions are not subject to grievance procedures.

6. Parental and Extended Medical Leave. Musicians will be allowed not more than six (6) weeks' paid and six (6) weeks' unpaid parental leave in cases of childbirth, adoption or guardianship. Birth mothers shall receive an additional two (2) weeks of paid Birth Medical Leave in lieu of two (2) of the unpaid parental leave weeks. Birth Medical Leave shall be charged against Short-Term Disability to the extent the Musician has accumulated Short-Term Disability leave in their STDB; however, in the event the Musician has not accumulated sufficient Short-Term Disability Leave in their STDB, the Musician will nonetheless receive the two (2) weeks of paid Birth Medical Leave. All foregoing forms of parental leave may be extended at the discretion of Management. Extended unpaid leave due to medical causes will also be allowed in a like manner. Such leaves will not affect the Musician's position in the Orchestra. Other leaves available to the Musician may be used to augment paid parental leave at the Musician's option. The leaves described in this paragraph must be taken in full week segments. In all other respects, the administration of Parental Leave shall be governed by the Family Medical Leave Act.

B. Non-Medical Absences

1. Should the Musician be unable to render services for any reason other than illness or disability which is covered in Section A above, they must notify the Personnel Manager by the most expeditious means possible, as far in advance of each service to be missed as practical.

2. The absence will be classified as "excused" or "unexcused" by the President/CEO or their designee, in consultation with the Personnel Manager and Conductor, in consideration of the reason given for the absence (good cause, circumstances beyond control, etc.) and the promptness of notification to Management. Excused absences will not be unreasonably withheld. Management shall notify each Musician requesting such absence within seven (7) week days of the Musician's request as to whether such request has been granted or denied. In the event a Musician is absent without excuse under this paragraph, their salary will be reduced on a pro rata basis for the service or services missed.

3. Jury duty or subpoena to appear in court during a service shall constitute an excused absence. For the period a Musician is absent on account of jury duty or said subpoena, Management shall pay the Musician their regular salary, less their jury duty pay.

C. Bereavement Leave

In the event of the death of a member of a Musician's immediate family, the Musician shall be granted up to one (1) week of personal leave per contract year without loss of pay. Immediate family shall be defined for purposes of this Agreement to include only mother, father, siblings, spouses, grandparents, children, in-laws, and significant other(s). Personal leave may be extended by mutual agreement between Management and the Musician.

D. Personal Leave

1. Each Musician shall be entitled to a guaranteed minimum of eight (8) days of paid personal leave per season to use at their option without penalty.

2. Request for personal leave must be submitted in writing at least three (3) weeks in advance of the date to be excused. Management shall notify each Musician requesting such absence as to whether such request has been granted or denied as follows: for requests that must be automatically granted, seven (7) days; for requests that are granted at Management's discretion, seven (7) days, unless Management notifies the Musician within seven (7) days that Management needs additional time, in which case the response is due within fourteen (14) days.

3. Requests for personal leave shall be granted automatically if granting the request will not result in the absence of more than one (1) Musician per section, two (2) Musicians per family of instruments, of whom one (1) may be a Principal, and four (4) Musicians in the entire Orchestra; provided, however, that requests will not be automatically granted for Masterworks or Opera rehearsals and concerts, or for final rehearsals and concerts. Management may grant other requests for personal leave at its discretion, and will explain the reason for a denial in writing with a copy to the union steward.

4. In the event a Musician has taken personal leave for all rehearsals of a program, Management retains discretion to either permit the Musician to play the performance(s) of that program or to require the Musician to take other available paid or unpaid leave for such performances.

5. For purposes of engaging substitute strings to cover personal leaves, Management need not replace the first absent Musician in a section.

6. For absences of winds, brass, percussion and harp, any decision to not hire a replacement will be by mutual agreement of the conductor and the principal player of the affected section.

7. A Musician's unused personal leave shall be credited to accumulated sick days, according to the following formula: one (1) personal day shall equal one (1) sick day.

E. Unpaid Leave of Absence

1. Musicians may request a leave of absence from the Orchestra for a continuous period of up to one (1) year by presenting a written request to the President/CEO or their designee

specifying the commencement and expiration dates. Requests for leaves of absence will be considered in their order of receipt and shall be granted automatically if the requesting Musician has completed at least four (4) consecutive seasons as a permanent Musician with the Orchestra prior to the date such leave is to commence, and provided that granting the request will not result in the absence of more than one (1) Musician per section, two (2) Musicians per family of instruments, of whom one (1) may be a Principal, and four (4) Musicians in the entire Orchestra in any single season. Management may at its discretion grant a request for a leave of absence that does not comply with the foregoing requirements. This leave will not affect the Musician's disability leave or position in the Orchestra, and the approved absence will count as continuing service in the Orchestra. A Musician is not eligible for more than one (1) leave of absence per season, except that a Musician is eligible for two (2) leaves of absence in a season if the total amount of weeks of the two leaves is no more than five (5). Leave must be taken in full-week increments.

2. For a leave of absence lasting 26 weeks or more, such leave must be requested no later than June 1 of the previous season. A Musician who takes a leave of absence lasting 26 weeks or more will not be eligible for another automatically-granted leave of absence lasting 26 weeks or more until they have completed another four (4) consecutive seasons as a permanent Musician with the Orchestra, though Management may at its discretion grant a request from a Musician who is not eligible.

3. It is understood that Musicians granted a leave of absence shall be entitled to COBRA self-pay extensions of health plan coverage. For purposes of determining the commencement of COBRA coverage, all Musicians granted a leave of absence shall be deemed to commence that leave on September 1 preceding the affected season. If a Musician's leave commences during the season, COBRA coverage shall begin when such leave commences.

ARTICLE XV - WAGES

A. For the term of this Agreement, the pay for the Musicians will be those indicated in Appendix A attached to this Agreement. Substitute and extra Musicians shall be paid at no less than pro rata of the minimum compensation for contracted Musicians.

B. Appendix A shall include

1. The minimum number of services, weeks of work, and vacation weeks to be guaranteed by Management;

2. The minimum service rates and salaries for Musicians;

3. Per diem allowances;

4. Compensation for service overtime;

5. Compensation for travel overtime;

6. Doubling scales for rehearsals and performances;

7. Mileage rate;

8. Titled Player Minimum Overscale; and

9. Such other information as is relevant and necessary.

C. All payments of wages shall be made bi-weekly, except that IMA/EMG and Seniority payments will be made in Weeks 1 and 2, respectively. Such payment shall be automatically deposited in each musician's personal bank account on or before Friday following the end of the preceding pay period. Contracted TFO musicians shall be paid on a thirty-six (36) week schedule. The weekly remuneration shall be computed by dividing an individual's guaranteed annual salary by thirty-six (36). An explanation of the particulars of such compensation will be included with each paycheck.

D. When a Musician is requested by the conductor or Management to play any instrument not specified in their Personal Contract, or when such instrument is both indicated in the musical score and performed on by a Musician, said performance will be considered Doubling. Personal Contracts may not specify instruments not indicated in Article V.A, without the agreement of the Union; provided, however, that the foregoing restriction does not apply to Personal Contracts in effect as of the execution of this Agreement.

It is understood that the following do not constitute doubling:

- A & B-flat Clarinet
- Single/Double/Triple Horns
- C & B-flat Trumpet
- Rotary Trumpet
- Any two or more Percussion Instruments, except Timpani and Drum Set
- Instruments supplied by Management whose primary purpose is to produce sound effects and that do not require individual practice or preparation
- Vocalizations (e.g. speaking, whispering, shouting, basic singing, etc.)

It is understood that the following does constitute doubling:

- Percussion instruments not part of the standard orchestral tradition. Doubling payment requests in these cases must be submitted to Management in advance of services in which the instruments are used for mutual agreement.

ARTICLE XVI - INSURANCE AND PENSION

A. Health Insurance

1. Health Insurance (medical, dental, and vision) coverage shall be provided by Management as follows:

a. TFO shall contribute to the cafeteria plan for each contracted musician $792.48 per month (an annualized value of $9,509.76) in the 2025-26 season. This amount may be used toward the monthly premium for the musician's health insurance (currently provided by United Health Care), dental, and vision plans. The monthly contribution will change according to the percentage change in the total cost of the plans upon renewal, within the limits set forth below. If the cost of a Musician's specific plan and coverage choices exceeds TFO's contribution, the balance of any premium cost shall be borne by the Musician.

b. Each year, on or about the time TFO is provided with renewal rates, a committee of Musicians selected by the Orchestra Committee will meet with Management to study ways to provide insurance options which provide optimum value and a range of coverage options, and potentially select new plan options. Should a modification be decided upon, this joint committee will make a recommendation to the Orchestra Committee, and seek ratification from the Orchestra. If the total cost of Musician Individual medical coverage increases by more than 15% over the previous year's total cost, then the Musicians shall cover 100% of the increase beyond 15%. Management shall cover 100% of the increase up to 15%.

c. Management shall provide separate dental and vision insurance policies if such coverage is not part of the major Health Insurance package.

2. The parties agree to mutually study alternative health insurance plans for a possible change during the term of this Agreement; however, no change will be made unilaterally. It is further understood that coverage or co-pay provisions, or other health insurance issues, shall remain in full force and effect. Item 1.b. above and XVI.A.2. are intended to be read together and shall be construed to be complementary rather than in conflict.

3. Management shall contribute the sum of $20,000.00 in the 2025-26 season, $25,000 in the 2026-27 season, and $30,000 beginning with the 2027-28 season, in order to establish a Family Insurance Pool. The funds in the Family Insurance Pool shall be equitably distributed to Musicians applying for family coverage under the existing health insurance policy to assist them in offsetting the costs of such coverage. A joint committee of Management and Musicians shall investigate the means to best implement this clause. The committee shall present its recommendations annually, at a time to be determined by the committee. The joint committee may agree that this amount be adjusted annually, though the amount will not be automatically increased (or decreased).

4. Domestic partners shall be treated as spouses for purposes of health insurance coverage, provided it is available from the insurer.

5. Opt-Out Option. A Musician may elect to receive a monthly cash payment ("Opt-Out Payment") in lieu of enrolling in TFO group health insurance, in accordance with the following terms:

a. With respect to each Plan Year beginning on July 1 and continuing through June 30 of the following calendar year, a Musician who selects the Opt-Out Option during open enrollment for that Plan Year shall receive 10 months of Opt-Out Payments at the rate of $300 per month, for a total of $3000 during the Play Year, provided the Musician has worked the requisite number of months to qualify for the full amount.

b. All Opt-Out Payments will be treated as taxable wages, subject to all federal, state, and local withholding requirements, and will be included in the electing Musician's W2 tax form.

c. Eligibility to select the Opt-Out Option is restricted to Musicians who would otherwise be eligible to enroll in TFO group health insurance, and who provide TFO with written proof of the following types of alternative health insurance coverage:

- Medicare (Part A and B), for Musicians aged 65 and older;
- Coverage under a parent's health insurance plan, for Musicians aged 26 and younger;
- Coverage under a spouse's or partner's plan; or
- Coverage from another employer.

d. No other type of alternative health insurance coverage qualifies a Musician for eligibility to elect the Opt-Out Option.

B. Management agrees to provide instrument insurance for up to two (2) instruments and two (2) bows for contracted string players and any instruments used with some regularity in Orchestra performance by the other contracted members of the Orchestra. The limit of liability will be $100,000 per Musician. This benefit will be available to contracted members of the Orchestra who are retiring with at least ten (10) years of service with the Florida Orchestra. Such insurance shall be in effect twenty-four (24) hours per day, year-round, for all scheduled instruments. The orchestra shall increase the existing instrument insurance coverage to an amount not to exceed $200,000 for the first six (6) musicians requesting this extension in writing.

C. State Unemployment Insurance. Management will provide for state unemployment coverage for all contracted Musicians.

D. American Federation of Musicians and Employers' Pension Fund (AFM-EPF)

1. The Employer shall contribute the percentages set forth below for the periods indicated of all Musicians' earnings of whatever nature covered under this Agreement to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as heretofore amended, and shall further submit such reports in such form as the Trustees of the AFM-EPF may reasonably require and make its records available for such reasonable audit by the Trustees as they may require.

2. The above-referenced contributions shall be made and remitted quarterly on each individual Musician's behalf based on their individual gross earnings under this Agreement, in accordance with Appendix A. The Federation and Trustees of the AFM-EPF, or either of them, shall have the right to enforce the provisions of this Section. (See Article I.5. and Article VII.G.1.) Management's contribution rate shall be 7.194%, inclusive of all amounts required by the AFM-EPF's Rehabilitation Plan. The AFM-EPF will not consider 9.09% of these contribution payments when calculating future benefits.

E. Management shall offer all Musicians an IRS Section 125 account. If such account is administered by an outside carrier, Management shall pay all administrative fees connected with such account.

F. If needed, Management may schedule one (1) paid service per season for the purpose of presenting to Musicians information concerning all current insurance policies.

ARTICLE XVII - SPECIAL COMMITTEES

A. Musicians' Artistic Advisory Subcommittee

1. The Orchestra Committee shall designate one of its members to chair the Artistic Advisory Subcommittee, which shall otherwise consist of four (4) elected members of the Orchestra.

2. This Subcommittee shall serve in an advisory and consulting role to The Florida Orchestra Board, Management, and Artistic Staff. It will review, discuss, and make recommendations regarding artistic development, programming, guest artists, conducting staff and any other related matters of mutual artistic concern to the Orchestra Board, Management, and the Musicians. It shall meet with the artistic staff, the CEO, and the Chairman of the Orchestra Board Artistic Advisory Committee no fewer than two (2) times during each contract year. Additionally, this Subcommittee shall meet with the artistic staff and CEO no later than November 1 to discuss artistic matters regarding the following season, to provide input and suggestions regarding programming. The Subcommittee will maintain and share with Management a document containing its recommendations regarding repertoire, guest artists, and guest conductors.

3. This Subcommittee will monitor and review all electronic media broadcasts and recordings, and will prepare reports and recommendations of all such broadcasts and recordings. This Subcommittee shall have the right of initial approval, in consultation with the Music Director, who shall retain final approval, of the use of any recording for artistic/technical reasons. (See Article XII.E.3.)

B. Schedule and Travel Subcommittee.

This Subcommittee will monitor all travel arrangements and will work closely with the Director of Operations and the Personnel Manager to ensure that all such arrangements are satisfactory. The Subcommittee shall be chaired by a member of the Orchestra Committee designated by it, and shall otherwise consist of two (2) additional members of the Orchestra and the Union Steward. The Subcommittee shall receive all schedule and travel information within six (6) weeks of the dates in question. (See Article XI.C.10.)

C. Board of Directors Committees

1. Up to two (2) musician representatives selected by the Orchestra Committee may attend Board and Board sub-committee meetings as non-voting participants. The Orchestra Committee will be informed of the time and place of all Board and Board subcommittee meetings, together with an agenda, if any, at the same time Board and committee members are notified. Musicians may attend any or all of these meetings, provide input, and receive any information and/or materials, with the exception of executive sessions or meetings (or portions thereof) devoted to the Collective Bargaining Agreement.

2. Search Committees shall be formed to fill all titled conducting positions (exclusive of emeritus, laureate, and guest conductors) and President/CEO vacancies, and shall be comprised of no less than 50% musician representation. For conducting positions, representatives shall be elected by the orchestra musicians; for the President/CEO position, representatives shall be appointed by the Orchestra Committee. In the event of a tie vote on a search committee, the Chairman of the Board or their designee shall cast the deciding vote.

ARTICLE XVIII - GRIEVANCE PROCEDURE

A. Musicians are encouraged and expected to discuss with Management problems or questions that may arise from time to time. In addition, a meeting shall be held each month between Management and a Subcommittee of the Orchestra Committee to discuss current issues, if any, which might give rise to grievances so that violations of this Agreement and grievances may be prevented. In the event such problems or complaints cannot be resolved through discussion, they may then be submitted through the grievance procedure. A grievance is a dispute, claim or complaint arising under and during the term of this Agreement, that Management, the Musicians or the Union has violated an express provision thereof. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

B. A grievance may be initiated by a Musician, the Union, or Management, in accordance with the provisions of this Article. All grievances shall be processed in the following manner:

Step 1.

Any Musician covered by this Agreement who believes they have a justifiable complaint shall, within thirty (30) week days of the occurrence, or the reasonable discovery thereof, upon which the complaint is based, discuss such complaint with the Personnel Manager and the Union Steward. The Personnel Manager shall provide the Musician and the Union Steward with an answer no later than five (5) week days after discussion of the complaint. If the complaint has not been satisfactorily adjusted within the five (5) week day time limit, it may become a written grievance as defined in Step 2 of this procedure.

Step 2.

(a) Any grievance not able to be resolved in Step 1 may be resubmitted in writing to the President/CEO no later than ten (10) week days after receipt of the disposition of the grievance by the Personnel Manager.

(b) Within five (5) week days after the filing of a written grievance with the President/CEO, they or their designee will meet with the Union Steward and/or their designee on a mutually agreeable day and time to attempt to satisfactorily adjust all grievances which are pending at this stage of the grievance procedure. This meeting shall include the Music Director if an artistic dismissal is involved.

(c) The President/CEO will issue a specific written answer to the Union regarding all grievances processed at that meeting within ten (10) week days of the date of the meeting.

C. Complaints by Management not able to be resolved informally shall be submitted in writing by the President/CEO or their designee to the Union Steward or their designee within thirty (30) days of the occurrence forming the basis of the complaint, stating therein the Article(s) of this Agreement which Management believes has been violated. Following the filing of such a grievance, Steps 2 (b) and (c) will be followed, with the written decision to be issued by the Union Steward.

D. Any step in this procedure involving an unfilled position in Management will be bypassed.

E. For purposes of computing time periods under this Article, only Saturday, Sundays, and holidays as defined in this Agreement shall be excluded.

F. Grievances to which Management or Union officials have not responded within the time periods allotted for such responses shall be deemed to have been denied as of the expiration of said time periods.

G. Management and the Union shall not be required to consider any grievance that has not been properly processed in accordance with this Article. Only the grievance as defined in Step 1 will be considered at any subsequent step of the grievance procedure, or in arbitration, unless otherwise agreed by the parties.

H. This Collective Bargaining Agreement is a guarantee that all disputes and grievances arising under the Agreement shall be settled by use of this grievance procedure, except as provided in Article XX, No Strike - No Lockout.

I. It is agreed that all time limits referred to in this Article may be extended by mutual agreement.

J. If no agreement is reached by the Union and the President/CEO pursuant to the conference described in Step 2, the matter of appeal may be referred by either party to a Review Committee for resolution. The Union and the President/CEO shall each name two (2) persons to the Review Committee, which shall meet as soon as possible, but in no event less than seven (7) week days after referral to such a committee. If a majority of the Review Committee arrives at a decision, that decision shall be final and binding on all parties. If the Review Committee is unable to arrive at a decision, then arbitration pursuant to Article XIX may be invoked. Neither party shall be restricted in the selection of members for the Review Committee except that in the event of dismissal for artistic reasons, neither the Music Director nor the grievant may serve on the Review Committee.

ARTICLE XIX - ARBITRATION

A. A grievance within the scope of this Agreement which remains unresolved after having been fully processed in accordance with the Grievance Procedure set forth in Article XVIII may be submitted to arbitration by either party, provided the request for arbitration is made within thirty (30) week days after receipt of the final written answer. If such request for arbitration is not made within the thirty (30) days referred to above, then the decision rendered under Article XVIII shall be final and binding, unless the time limit is extended in writing by agreement of both Management and the Union.

B. Non-artistic Grievances

1. Management and the Union agree that within five (5) week days after a request for arbitration is received, they shall submit a joint request to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators.

2. The arbitrator will be selected from the panel submitted by the Federal Mediation and Conciliation Service by Management and the Union, each alternatively striking a name from the list until only one (1) name remains. The remaining name will be the arbitrator selected to arbitrate the grievance. The Federal Mediation and Conciliation Service will be notified by letter of the arbitrator selected not later than five (5) week days after the selection.

C. Artistic Grievances

1. If the Review Committee referred to in Article XVIII, Section J is unable to arrive at a decision, then the four (4) members of the Review Committee, or any three (3) of such members shall, within five (5) week days after a request for arbitration is received, name a fifth impartial person (neutral) to serve as chairman and a member of the Review Committee, who shall be a qualified player or a prominent teacher of an instrument of the same instrumental choir as the Musician whose case is under review. If no agreement can be reached as to the fifth person, selection shall be made by lot from among four (4) qualified names, two (2) names to be submitted by the Management members of the Review Committee, and two (2) names submitted by the Union members of the Review Committee.

2. The Review Committee shall then review the grievance/appeal, which may, at the discretion of the Review Committee, include giving the grievant the option to perform an audition before the entire Review Committee, and shall make a decision by a majority vote as promptly as possible.

D. Upon notification from the arbitrator/neutral of their willingness to arbitrate the grievance, and their proposed dates of arbitration, the President/CEO, or their designee, and the Union Steward, or their designee, shall agree to an arbitration date.

E. The Arbitrator/Review Committee:

1. Shall have no power to add to, subtract from, or modify any of the terms of this Agreement;

2. Shall be limited to the interpretation and application of the specific provisions of this Agreement or any binding past practice, and to grievances which have been properly and timely processed through the grievance procedure;

3. Shall have no power to consider, nor shall the parties inject, any issues into the arbitration procedure that were not discussed in the grievance procedure.

F. Should more than one (1) grievance be submitted for arbitration at the same time, either party may insist that a separate Arbitrator/Review Committee hear each case. Precedence in the scheduling of grievances for arbitration shall be given to those grievances involving a continuing liability.

G. The decision of the Impartial Arbitrator/Review Committee shall be final and binding upon all parties involved. Every effort shall be made by the Impartial Arbitrator/Review Committee to render this decision to both parties within ten (10) week days after the conclusion of the hearing or, if post-hearing briefs are submitted, within ten (10) week days after the submission of said briefs.

H. The parties shall equally bear the expenses of the Impartial Arbitrator/neutral. Each party shall bear the cost of preparing its own case.

I. An Arbitrator's/Review Committee's award shall not be made retroactive beyond five (5) week days prior to the date the subject grievance was filed.

J. Where an award is made for back wages, it shall be reduced by the amount of other earnings of any type (including Worker's Compensation or unemployment compensation) received by the employee during the period in question, and shall be reduced or eliminated to the extent of

failure by a discharged employee to mitigate damages by exerting every reasonable, good faith effort to seek substantially equivalent employment.

ARTICLE XX - NO STRIKE - NO LOCKOUT

A. Management and the Union agree that the grievance and arbitration procedures set forth in this Agreement shall be the sole and exclusive means of resolving all grievances arising under this Agreement, and neither the Union, its affiliated local Unions, nor the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, reduction in work standard, concerted stoppage of work, or any other intentional interruption of work over any grievance arising under the Agreement. In the event that any employee or group of employees covered by this Agreement shall, during its term, engage in any of the activities herein prohibited, the Union agrees, upon being notified by Management, immediately to take affirmative action and direct such employee or group of employees to cease such activity and resume work immediately. Management agrees not to engage in any lockout during the term of this Agreement.

B. Violation of any provision of this Article by the Union or Management shall be cause for Management or the Union availing itself of remedies which may be available to Management or the Union at law or in equity. Management or the Union may, by injunction, obtain specific enforcement of this clause.

C. Violation of any of the provisions of this Article by any Musician shall be just cause for their immediate discharge. In the event that a Musician is discharged, or otherwise disciplined, for taking part in a strike, slowdown of work, picketing, or any other interference with the operation or conduct of Management's business, only the question of facts as to whether the Musician took part in a strike, walkout, picketing, stoppage of work, slowdown of work, boycott, or any other interference with the operation or conduct of Management's business, shall be subject to review through the grievance and arbitration procedure of this Agreement. The refusal of a Musician covered by this Agreement to cross a picket line of another Union shall not constitute a violation of this Agreement nor be just cause for discipline or discharge.

D. In the event that there is any dispute whatsoever as to any of the no-strike or no-lockout provisions of this Agreement, the parties hereby agree to an expedited arbitration procedure as follows:

1. Either party may submit a dispute relating to a strike or other aforementioned cessation or interference with work or a dispute relating to a lockout to expedited arbitration by notifying the other party that the expedited arbitration procedures of this Agreement are being invoked, and by the moving party simultaneously requesting by telegraph a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.

2. The parties shall then make every effort to mutually agree on a neutral arbitrator within the first twenty-four (24) hours of the beginning of said dispute. If the parties cannot agree on an arbitrator within the twenty-four (24) hour period, they shall, not later than forty-eight (48) hours after the beginning of the dispute, select an arbitrator by means of alternately striking from the panel furnished by the Federal Mediation and Conciliation Service.

3. The parties agree to meet with the arbitrator at a location of the arbitrator's choice, informally submit their position to the arbitrator on the third day of the dispute or such other time

as mutually agreed, following which the arbitrator shall deliver a decision at the end of the hearing after oral argument of the parties or within six (6) hours of the close of the hearing.

4. Any expenses incidental arising out of the expedited arbitration procedure shall be borne equally by Management and the Union.

E. The parties further agree that in the event the arbitrator finds a breach of the no-strike or no-lockout provisions in this Agreement, the arbitrator shall have discretion and authority to assess liquidated damages for the said breach against either Management or the Union. Such damages will not be tolled or stayed pending court review or enforcement proceedings. The Union shall not be liable for any liquidated damages if, upon notification by Management of acts alleged to be in violation of this Article, it takes affirmative action and directs employees or groups of employees engaging in such activities to cease any activity which is a violation of this Article and resume work immediately.

ARTICLE XXI - SEPARABILITY, WAIVER AND AMENDMENT

A. It is mutually agreed that, in the event any of the provisions of this Agreement shall be held invalid or become unenforceable by reason of any federal or state judicial or administrative ruling, or by reason of any federal or state legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining portions of this Agreement, and they shall remain in full force and effect.

B. This instrument constitutes the entire agreement between the parties as to all existing matters subject to collective bargaining during the life of this Agreement, and shall not be altered, amended or changed in any manner; provided, however, by mutual consent, evidenced by a written agreement duly executed by the parties, this Agreement may be modified or changed during its term by adding new provisions or deleting existing provisions. Either party may withhold consent and thus render the Agreement binding as written and not amendable during the term of this Agreement, and there will be no obligation by either party to bargain about such matters arising during the term of this Agreement.

C. Failure of Management or the Union to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision. No term, condition, or provision of this Agreement shall be deemed waived by Management or the Union, unless such waiver is reduced to writing and signed by agents of Management and the Union who have actual authority to give such waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition or provision which is the subject matter of the waiver, or as the establishment of a “past practice” at variance with specific contract language for purposes of interpretation of this Agreement in any arbitration proceeding conducted hereunder.

D. Where any provision of this Agreement requires that any notice or information be given by the Union to Management, or by Management to the Union, within a specified time, such requirement will not be met unless the designated official of each party specified herein, as the case may be, actually receives, either personally or at the office of the person of whom receipt is required, the notice or information within the time limit specified in this Agreement.

E. The Florida Orchestra administration and Board will make available to the Orchestra Committee the proposed budget for each season and shall keep it apprised of all current budget figures. No budget figures inconsistent with the terms of this Agreement shall be presented to the board or any of its committees at any time, unless such inconsistency is clearly described as an inconsistent term that has not been agreed to by the Musicians or the Union, and that such agreement cannot be assumed by the Board entity considering such term.

DONE and EXECUTED AT St. Petersburg, Pinellas County, Florida

For:
THE FLORIDA ORCHESTRA, INC.

Signed by:
By: Linda Cassaly
D5FB8819F09F493...
Title: Board Chair

Date: 12/2/2025

By: _____
Title: President/CEO

Date: 12-2-25

For:
THE AMERICAN FEDERATION OF MUSICIANS,
FLORIDA GULF COAST LOCAL 427-721

By: _____
Title: President

Date: 11/25/25

By: _____
Title: Orchestra Committee Chair

Date: 12-2-25

APPENDIX A

I. Basic Compensation

	2025-26	2026-27	2027-28	2028-29
Orchestra size	68	68	68	68
Guaranteed full work weeks	34	34	35	35
Paid Vacation weeks	3	3	4	4
Dark weeks	2	2	0	0
Total weeks	39	39	39	39
Guaranteed weekly salary	$1364.72	$1419.31	$1476.08	$1549.88
Base annual salary (w/o EMG)	$50,494.64	$52,514.47	$57,567.12	$60,445.32
Guaranteed annual EMG*	$1514.84	$1575.43	$1727.02	$1813.36
Guaranteed annual salary	$52,009.48	$54,089.90	$59,294.14	$62,258.68
Pension contribution	7.194%	7.194%	7.194%	7.194%
Per diem allowances:				
Breakfast	$15	$15	$15	$15
Lunch	$20	$20	$20	$20
Dinner	$35	$35	$35	$35

* EMG is 3% of base annual salary.

An additional $20 will be added to the daily per diem allowance for "High Rate Geographical Areas" as determined by the General Services Administration's Federal Travel Directory.

II. Service Overtime:
Service overtime shall be paid at 1 -1/2 times the Musician's personal scale.

III. Travel Overtime:
Travel overtime shall be paid at $15.00 for each fifteen (15) minute increment for all travel in excess of the hours reflected in Article XI, Section C.9.

IV. Audition Service:
Audition Committee members will be compensated at $20.00 per hour with a minimum call of four hours (one hour for substitute auditions) (see Article VI.D.8). Audition overtime shall begin after twelve (12) hours and be paid at $10.00 for each fifteen (15) minute increment thereafter.

V. Doubling Scale:
Doubling scale shall be paid at 25% above CBA base scale. (See Article XV.D.) For sake of clarity, the doubling for Principals shall be paid at 25% of 125% of Base Scale, for Associate Principals at 20% of 120% of Base Scale, and for Assistant Principals at 25% of 115% of Base Scale (see VII below).

VI. Mileage Rate:
The mileage rate shall be $0.30 per mile, driver only.

VII. Titled Player Minimum Overscale:

Titled player minimums shall be in effect as follows:

Assistant Principal: 15% over minimum scale
Associate Principal: 20% over minimum scale
Principal: 25% over minimum scale

IX. Extras and Substitutes:

Extra and substitute musicians shall be compensated per service. The per-service rate shall be 1/8 of Guaranteed Weekly Salary. Rates during the term of this Agreement are as follows:

a. 2025-2026: $170.59
b. 2026-2027: $177.41
c. 2027-2028: $184.51
d. 2028-2029: $193.74

TFO shall contribute to the AFM-EPF on behalf of each extra and substitute musician in accordance with Article XVI.D.

X. Chamber and Solo Works:

When a work requiring 13 or fewer musicians (15 or fewer in the case of the John Adams Chamber Symphony) is scheduled on a Masterworks concert, Morning Matinee concert, or other concert, each of those musicians shall receive an additional payment equal to 20% of 1/8 of base weekly scale for each service in which such work is rehearsed or performed. Only one (1) such payment per program will be made to a Musician, regardless of the number of works on the program.

No musician shall be required to perform as a soloist. When a musician agrees to perform as a soloist on performances other than Masterworks, Chamber Orchestra (including Soundwaves), or Morning Matinee, additional compensation shall be no less than 1/5 base weekly scale per performance. When a musician agrees to perform as a soloist on a Masterworks, Chamber Orchestra (including Soundwaves), or Morning Matinee program, additional compensation shall be as follows:

a. Morning Matinee/Chamber Orchestra: $1250 per performance
b. Masterworks: $2500 per performance

The foregoing rates are not subject to negotiation on an individual basis except in the case of a work of exceptional difficulty.

Sole exceptions shall be works by Leroy Anderson or works of similar length and difficulty, which shall be compensated no less than 1/12 base weekly scale per performance. All soloist fees may be negotiated above this minimum. These soloist fees shall be applied to works that are typically performed in the solo position, or when Management asks the musician to perform in the solo position, or when the composition provides the Musician's part as a separate solo part.

A string Musician who is not a Principal, Associate Principal, or Assistant Principal shall not be required to perform repertoire that calls for one musician on the part (e.g., Dumbarton Oaks, Appalachian Spring (13-player version), chamber music (quartets, octets, etc.), Schoenberg Kammersymphonie). This does not apply to orchestral solos or where multiple solo parts are written for the same instrument (e.g., Strauss Metamorphosen).

XI. Seniority

Years of Service	Seniority Pay Percentage	Years of Service	Seniority Pay Percentage	Years of Service	Seniority Pay Percentage	Years of Service	Seniority Pay Percentage
1	0.09%	13	1.31%	25	3.17%	37	5.34%
2	0.18%	14	1.45%	26	3.35%	38	5.52%
3	0.27%	15	1.58%	27	3.53%	39	5.70%
4	0.36%	16	1.72%	28	3.71%	40	5.88%
5	0.45%	17	1.86%	29	3.89%	41	6.06%
6	0.54%	18	1.99%	30	4.07%	42	6.24%
7	0.63%	19	2.13%	31	4.25%	43	6.43%
8	0.72%	20	2.26%	32	4.43%	44	6.61%
9	0.81%	21	2.44%	33	4.62%	45	6.79%
10	0.90%	22	2.62%	34	4.80%	46	6.97%
11	1.04%	23	2.81%	35	4.98%	47	7.15%
12	1.18%	24	2.99%	36	5.16%	48	7.33%

APPENDIX B
THE FLORIDA ORCHESTRA, INC.
PERSONAL CONTRACT:
FULL-TIME TENURED MUSICIAN
_____ SEASON

On [DATE], THE FLORIDA ORCHESTRA, INC. (hereinafter Management), and [MUSICIAN'S NAME], (hereinafter Musician), in consideration of their mutual promises do hereby agree as follows:

1. This contract is a personal contract between Management and the Musician, and it is subject to the Collective Bargaining Agreement between Management and American Federation of Musicians, Florida Gulf Coast Local 427-721, (hereinafter AFM), for the contract year _____.

2. The Musician agrees to play [POSITION/INSTRUMENT] for The Florida Orchestra during the contract year in accordance with the Collective Bargaining Agreement, which is incorporated herein by reference and made a part hereof.

3. The Musician is being hired for said contract year on a FULL-TIME TENURED basis.

4. Management will pay the Musician for the term of this Agreement as follows:
   a. Base pay: $ _____ per week
   b. Principal Pay: $ _____ per week
   c. Assistant/Associate Principal pay: $ _____ per week
   d. Miscellaneous Overscale: $ _____ per week
   e. Seniority pay: $ _____ per week
   f. EMG payment: $_____ per year

   TOTAL WEEKLY PAY: $ _____

5. The following benefits are provided to the Musician as specified in the Collective Bargaining Agreement:
   a. Health insurance: $_____ per month (an annualized value of $_____)
   b. Instrument insurance.
   c. Long Term Disability insurance.
   d. Sick Days - ten (10) days per contract year.
   e. Personal leave - eight (8) services per contract year.
   f. String Relief Services
   g. Pension Fund - AFM/EPF _____% of individual gross earnings.

6. This Agreement, when issued, constitutes an offer of employment which must be signed and returned to Management within one (1) month from the date of issuance of the Agreement in order to be considered binding on all parties. The return date of this Agreement shall be the date of receipt by Management in its administrative offices, if delivered by hand, or the date of its postmark, if returned by mail. The Musician agrees to issue an individual statement of intent to be available for the _____ season by February 1, _____.

7. Any language contained in this Agreement which is found to be inconsistent with State or Federal law will be considered of no force and effect; however, all language contained herein which is unaffected by such possible illegality will be severed therefrom, and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

By:_____
Local 427-721, AFM Title Date

By:_____
Director of Operations, The Florida Orchestra Date

By:_____
Musician Social Security # Date

Address:_____
Street City State Zip

APPENDIX B
THE FLORIDA ORCHESTRA, INC.
PERSONAL CONTRACT:
PROBATIONARY MUSICIAN
_____ SEASON

On [DATE], THE FLORIDA ORCHESTRA, INC. (hereinafter Management), and [MUSICIAN'S NAME], (hereinafter Musician), in consideration of their mutual promises do hereby agree as follows:

1. This contract is a personal contract between Management and the Musician, and it is subject to the Collective Bargaining Agreement between Management and American Federation of Musicians, Florida Gulf Coast Local 427-721, (hereinafter AFM), for the contract year _____.

2. The Musician agrees to play [POSITION/INSTRUMENT] for The Florida Orchestra during the contract year in accordance with the Collective Bargaining Agreement, which is incorporated herein by reference and made a part hereof.

3. The Musician is being hired for said contract year on a FULL-TIME TENURED basis.

4. Management will pay the Musician for the term of this Agreement as follows:
   a. Base pay: $ _____ per week
   b. Principal Pay: $ _____ per week
   c. Assistant/Associate Principal pay: $ _____ per week
   d. Miscellaneous Overscale: $ _____ per week
   e. Seniority pay: $ _____ per week
   f. EMG payment: $_____ per year

   TOTAL WEEKLY PAY: $ _____

5. The following benefits are provided to the Musician as specified in the Collective Bargaining Agreement:
   a. Health insurance: $_____ per month (an annualized value of $_____)
   b. Instrument insurance.
   c. Long Term Disability insurance.
   d. Sick Days - ten (10) days per contract year.
   e. Personal leave - eight (8) services per contract year.
   f. String Relief Services
   g. Pension Fund - AFM/EPF _____% of individual gross earnings.

6. This Agreement, when issued, constitutes an offer of employment which must be signed and returned to Management within one (1) month from the date of issuance of the Agreement in order to be considered binding on all parties. The return date of this Agreement shall be the date of receipt by Management in its administrative offices, if delivered by hand, or the date of its postmark, if returned by mail. The Musician agrees to issue an individual statement of intent to be available for the _____ season by February 1, _____.

7. Any language contained in this Agreement which is found to be inconsistent with State or Federal law will be considered of no force and effect; however, all language contained herein which is unaffected by such possible illegality will be severed therefrom, and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

By:_____
Local 427-721, AFM Title Date

By:_____
Director of Operations, The Florida Orchestra Date

By:_____
Musician Social Security # Date

Address:_____
Street City State Zip

APPENDIX C
MEMORANDUM OF UNDERSTANDING
between
LOCAL 427-721, AFM, AFL-CIO
and
THE FLORIDA ORCHESTRA, INC.

RE: TRANSFER OF ASSETS

It is the intention of the Management (The Corporation) to continue and to increase, in its discretion and as its finances permit, the scope of its activities as a symphony orchestra as contemplated by the terms of this Agreement. However, if the Board of Directors by resolution duly adopted determines that it shall cease to carry out these activities, it shall, pursuant to its Articles of Incorporation (Article X, Section 5) give preferential consideration to the recommendation of the duly elected official representatives of the Musicians of the Florida Orchestra covered by this Agreement, as to which organization established under Section 501(c)(3) of the U. S. Internal Revenue Code (as now enacted or as it may hereafter be amended) shall receive the assets of the Corporation in order to effectuate the preservation or restoration of the Orchestra.

For:
THE FLORIDA ORCHESTRA, INC.

Signed by:
By: Linda Cassaly
D5EB8819F68F493...
Title: Board Chair

Date: 12/2/2025

By: _____
Title: President/CEO

Date: 12-2-25

For:
THE AMERICAN FEDERATION OF MUSICIANS,
FLORIDA GULF COAST LOCAL 427-721

By: _____
Title: President

Date: 11/25/25

By: _____
Title: Orchestra Committee Chair

Date: 12-2-25

SIDE LETTER #1

Music Director Audition Involvement

The Union and Management have agreed to certain processes for auditioning musicians for permanent positions at The Florida Orchestra, as stated in Article VI, Section F., of this Agreement.

Music Director Michael Francis has requested an exception to the above-mentioned restrictions.

The parties agree that Music Director Michael Francis may attend the semi-final round – when there is one – and may participate in the discussion that occurs after the initial vote is taken in the semi-final round. After such discussion, the Audition Committee may, at its discretion and outside the presence of the Music Director, decide to take another vote.

The above agreement expires upon the tenure of Michael Francis as Music Director or the term of this Agreement, whichever is shorter.

SIDE LETTER #2

Orchestra Complement

The following terms have been agreed to by American Federation of Musicians, Florida Gulf Coast Local 427-721, AFL-CIO, and the Florida Orchestra, Inc. as modifications to the existing 2012-2015 Collective Bargaining Agreement. The below outlined will supersede any applicable language in said agreement, including:

Ref. Article V. All parties agree that it is in the long-term artistic interest of The Florida Orchestra to increase the number of full time musicians. For the term of this agreement, the number of musicians under contract may be allowed to be as low as 68 musicians via attrition. The positions to be left unfilled will be determined by management in consultation with the Music Director. Positions vacated through artistic non-renewal do not count towards attrition.

Management shall convert two section Percussion positions (currently equal) to Associate Principal Percussion and Assistant Principal Timpani when each of the current occupants leaves their position. (For clarity: 1x chair = Section Percussion/Assistant Principal Timpani; 1x chair = Associate Principal Percussion; the order will be at the discretion of the Music Director.)

Ref. Article XV.A.

This side letter will expire August 31, 2029.

SIDE LETTER #3

Background Checks

To be able to perform in schools, current law requires that Musicians submit to a Level 2 background check. Management shall pay all costs of the check. The result under current law will be either “clear” or “not clear”. Management shall not see any other results. Only those on a strict need-to-know basis will see the results, and shall not disclose them to any other person. The results will not be used in any disciplinary proceeding or otherwise affect a Musician’s employment. If the Legislature changes the scope of the required background check, the parties will meet and confer to discuss whether modifications to this Side Letter are required. A Musician who is unwilling to submit to the check will take unpaid leave if barred from schools. If a Musician submits to the check but the result is “not clear,” then Management will use best efforts to rotate the affected Musician out of school services.

This Side Letter will automatically renew with successor Agreements unless the parties agree otherwise.

SIDE LETTER #4

LOCAL RADIO BROADCAST AGREEMENT

This Agreement is made and entered into by and between The Florida Orchestra, Inc., a Florida non-profit corporation, and American Federation of Musicians, Florida Gulf Coast Local 427-721, AFL-CIO, representing the performing Musicians of The Florida Orchestra.

PURPOSE

Management and the Union each agree and represent that the sole purpose and intent of this Agreement is for the Local Radio Broadcast of The Florida Orchestra on WSMR, a local radio station.
Whenever there is any use other than for a Local Radio Broadcast of material created for this purpose, the terms of the Integrated Media Agreement (IMA) shall prevail and be utilized by both parties.

LOCAL ARTICLE I

Archival recording material may be created and utilized to be used for up to fourteen (14) WSMR local broadcasts of the Florida Orchestra.
A timeline for recording of Performances to create the archival tapes to be utilized for these Local Broadcasts will be posted and sent to musicians in the Orchestra before the first service of the season.
It is understood by both parties that there may be slight deviation from the schedule(s), but the intent is to outline the dates and times so all parties can be aware of the expected time and place of the recording of services.

LOCAL ARTICLE II

Recordings will be made available to the Artistic Advisory Subcommittee (AAC) for approval no later than two (2) weeks after the week of recording. The AAC will respond no later than two (2) weeks after receiving the recording. The foregoing deadlines may be adjusted by mutual agreement between Management and the AAC. The Music Director shall retain final approval. Reports of such reviews will be made to Management and the Union.

LOCAL ARTICLE III

There is no additional compensation made to the musicians involved other than that provided for under the terms of the Integrated Media Agreement. TFO agrees that WSMR will include a special thank you to the Florida Orchestra Musicians Association and to the American Federation of Musicians Florida Gulf Coast Local 427-721 for making these broadcasts possible as a gift to the West Central Florida Community.

SIDE LETTER #5

Violin Rotation

A committee shall be formed (consisting of the Concertmaster, Principal Second Violin, Music Director, Union Steward, Director of Artistic Operations, and Personnel Manager) to develop a system of equitable rotation between the Violin sections, with the goal of implementing such system by the start of the 2026-27 season (or as otherwise agreed by the parties).

SIDE LETTER #6

Handbook Policies

TFO is in the process of developing new handbook policies for employees. Once TFO has developed such handbook policies, TFO and the Orchestra Committee will discuss and agree upon which policies shall apply to the orchestra, with agreed-upon modifications as needed. Any such polices will then be appended to the CBA.

SIDE LETTER #7

String Complement

The Union and Management have agreed that an alteration to the prescribed string count in Article X M.1.b will be acceptable during the term of this Agreement. The following shall be the acceptable reductions to string complements for the term of this Agreement only:

- For all concerts except Masterworks and selected Pops concerts, the string complement may be reduced to 10/9/8/7/5.

- Masterworks shall utilize a string complement of 14/12/10/8/6 except where the repertoire historically and/or traditionally is performed with reduced string compliment.

This side letter will expire upon expiration of the CBA on August 31, 2029, unless the parties agree to renew it.

INDEX

Absences from work ..... 47–50, *See also* Sick leave; Disability; Personal leave
Bereavement leave **49**
Excused/Unexcused criteria.....**48**
Extended medical leave 48
Jury duty **49**
Non-medical.....**48**
Parental leave 48
Professional leave of absence.....49
Religious leave 47
Additional work weeks . *See* Services:Additional work weeks
Administration
Librarian & Asst. Librarian.....7, 35
Personnel Manager 8, 9, 10, 13, 15, 16, 18, 26, 32, 34, 36, 37, 48, 54, 55
President/CEO18, 19, 48, 49, 54, 55, 56, 57, 60, 66
Stage manager 44
Stage Manager 32, 37
AFM Pension Fund (AFM-EPF) 53
Amdendment of Agreement.....59
Appendix A..... 60-62
Appendix B.....63,64
Appendix C.....65
Arbitration..... 18, 25, 56–58, 56, 57, 58, 59
Artistic grievances.....56
Non-artistic grievances 56
Arbitration review committee .....*See* Committees:Arbitation Review
Arbitration Review Committee.....*See* Committees:Arbitration Review
Artistic Advisory Committee. *See* Committees:Artistic Advisory
Artistic dismissal .....*See* Dismissal:Artistic
Artistic grievances. *See* Arbitration:Artistic grievances
Audition Committee .....*See* Committees:Audition Committee
Audition committee compensation.....*See* Auditions:Committee compensation
Audition Committee elections *See* Auditions:Audition Committee elections
Audition Committee eligibility.....*See* Auditions:Committee eligibility
Audition Committee overtime.....*See* Auditions:Overtime
Audition Committee service compensation .....*See* Compensation:Audition Committee search
Audition music.....8
Audition procedures..... *See* Auditions:Procedures
Audition repertoire list ..*See* Auditions:Repertoire list
Audition scheduling..... *See* Auditions:Scheduling
Audition voting ..... *See* Auditions:Voting
Auditionee feedback.....*See* Auditions:Auditionee feedback
Auditionee reimbursement *See* Auditions:Auditionee reimbursement
Auditions
Advertising of vacancies 7
Audition Committee elections 12
Auditionee feedback.....8
Auditionee reimbursement 8
Code of ethics 8
Committee compensation 13
Committee eligibility.....10
Emergency vacancies 15
Music Director Involvement 67
Overtime 13
Procedures 13–15
Repertoire list 8, 9
Scheduling.....9, 13
Sight reading 8, 14
Substitutes & Extras.....16
Taped resumes.....7, 8
Titled chair invitations 8
Voting.....15
Auxiliary instruments.....7, 51
Background Checks.....69, 70, 71, 72
Backstage areas .....*See* General working conditions:Accessory/backstage areas
Bereavement leave..... *See* Absences from work:Bereavement leave
Best efforts clauses.....13, 29, 32, 35, 47
Board of Directors .. 4, 54, 66, *See* Committees:Board of Directors
Bowing deadlines.....*See* Schedules:Bowing deadlines
Bowings .....35, *See* Schedules:Bowing deadlines
Broadcasts .....*See* Electronic media:Broadcasts
Budget review.....60
Calendar.....34
Calendar deadlines ....*See* Schedules:Annual calendar deadlines
Call time.....*See* Services:Call time
COBRA 50
Committees
Appeals Committee 21
Arbitration Review 57
Artistic Advisory 46, 53, 54, 70
Audition Committee 5, 8, 9, 10, 12, 13, 14, 15

Board of Directors 54
Orchestra Committee 4, 5, 7, 9, 10, 14, 26, 27, 28, 29, 32, 33, 36, 46, 52, 54, 55, 60, 66
Schedule and Travel 41, 54
Search 54
Compensation ....*See* Appendix A
Audition Committee service 12
Principal & Assistant Principal Scale 6
Complement size ..... *See* Orchestra:Complement size
Concertmaster 15, 26, 35
Concerts .13, 26, 27, 29, 31, 32, 33, 34, 35, 36, 38, 49, *See also* Services, *See* Services:Concerts
Conductor 22, 26, 29, 35, 36, 48
Continuous playing limitations ....*See* Services:Continuous playing limitations
Deadlines for changes ....*See* Schedules:Deadlines for changes
Definition of parties 4
Disability
Short & long term 47
Dismissal
Artistic non-renewal 19
Artistic non-renewal of probationary musicians 18
Drug violation 25
Just cause 18, 22, 58
Donated services 30
Doubling 50, 51, 61
Dress code 22–24
Dress rehearsal ....*See* Services:Dress rehearsal
Drug violations ....*See* Dismissal:Drug violation
Drug-free workplace 25
Electronic media 45–46
Artistic Advisory Subcommittee 54
Broadcasts 45
IMA 45
Listening facilities 46
Media alert 46
Promotional use 46
Recordings 46
Review process 46
Emergency Vacancies ....*See* Auditions:Emergency Vacancies
EMTF ....*See* Electronic media:Task force (EMTF)
Excused/Unexcused criteria ....*See* Absences from work:Excused/Unexcused criteria
Extended medical leave ....*See* Absences from work:Extended medical leave
Extra musicians 16, 22, 50, 62
Family and Medical Leave Act (FMLA) 48
Family insurance pool 52
Force Majeure 30
General working conditions
Accessory/backstage areas 37
Hall and Presenter Rider 37
Official clock 36
Official pitch 36
Parking 36
Smoke-Free work environment 37
Sound shields 37
Stage setting 36
Temperature limits 36
Thermometer (outdoor venues) 36
Grievances 8, 18, 25, 48, 54–56, 55, 56, 57, 58
Guaranteed day off ....*See* Schedules:Guaranteed day off
Health insurance 51
Holidays 46
IMA ....*See* Electronic media:IMA
Instrument insurance 53
Intermission ....26, 27, 28, 29, 36, 47, *See* Services:Intermission
Jury duty ....49, *See* Absences from work:Jury duty
Librarian & Asst. Librarian ....*See* Administration:Librarian & Asst. Librarian
Local 427-721 ....4, 7, 9, 13, 16, 18, 19, 32, 33, 46, 51, 55, 56, 58, 59, 64, 65, 70
Recognition of Union 5
Media alert ....*See* Electronic media:Media alert
Members of clause *See* Orchestra:Members of clause
Mileage 13, 50, 61
Monthly schedule ....*See* Schedules:Monthly schedule
Music Director .5, 9, 13, 14, 15, 16, 37, 46, 54, 55, 56, 67, 70
Music distribution ..*See* Schedules:Music distribution, *See* Schedules:Music distribution schedule
No strike - no lockout 58–59
Non-artistic grievances ....*See* Arbitration:Non-artistic grievances
Non-discrimination/EEO 5, 8
Non-medical leave ....*See* Absences from work:Non-medical
Notification
Of absence 48
Of attendance after schedule change 35
Of vacancies 5, 7
Official clock. *See* General working conditions:Official clock
Official pitch. *See* General working conditions:Official pitch
Open rehearsals ....*See* Services:Open rehearsals
Orchestra 5
Complement size 5, 68
Members of clause 33
Step-up to Titled Chair 6
String reductions 38
Titled Chairs 5
Orchestra committee ....*See* Committees:Orchestra Committee
Overtime 13, 29, 61
Rates 50
Parking ....*See* General working conditions:Parking
Pension ....*See* AFM Pension Fund
Per diem 13, 50, 61

Personal Contract. 5, 12, 16, 17, 19, 51, *See* Appendix B, *See* Appendix B
Renewal 19
Personal leave.....49
Sick leave conversion 49
Personnel Manager .....*See* Administration:Personnel Manager
President/CEO ..... *See* Administration:President/CEO
Principal & Assistant Principal Scale .....*See* Compensation:Principal & Assistant Principal scale
Professional leave of absence ..... *See* Absences from work:Professional leave of absence
Promotional use of media ..... *See* Electronic media:Promotional use
Ratification.....4, 28
Recordings ..... *See* Electronic media:Recordings
Rehearsal and practice folios 35
Rehearsals ....22, 26, 27, 29, 30, 31, 32, 34, 35, 36, 37, 38, 49, 50, *See also* Services
Religious leave 47, *See* Absences from work:Religious leave
Resignation 16
Runouts, tours & residences
Accommodations 44
Runouts, tours & residencies.....40–45
Bus capacity 41
Buses.....41
Definitions.....40
Designated day off 42
Instrument damage 41
International tour conditions.....41
Meal periods 43
Mileage 41
Overnight train travel 41
Per diem.....43
Service count 44
Schedule and Travel Committee.....*See* Committees:Schedule and Travel
Schedules
Annual calendar deadlines.....34
Attendance requirement 34
Bowing deadlines.....35
Deadlines for changes.....34
Guaranteed day off.....35
Monthly 34
Music distribution.....35
Scope of season 34
Weekly 34
Work week.....31
Written notification 34
Schedules, tours & residences
Free days.....44
Schedules, tours and residencies
Leave.....45
Sound check and acoustic rehearsals 45
Travel 42
Travel overtime.....42
Schedules, tours, & Residencies
Working Conditions 44
Search Committee .....*See* Committees:Search
Section 125 account 53
See Services
"Members of" clausese.....
Seniority.....18, 64, 65
Separability of Agreement.....59
Services
"Members of" clause 33
Additional work weeks.....33
Call time 26
Concerts 27–28
Consecutive days off.....33
Continuous playing limitations 28
Definitions of 26
Donated 31
Dress rehearsal 26, 27, 28, 29, 30, 32, 36, 49
End of.....26
Evening rehearsals 32
Guaranteed Weeks ..... *See also* Appendix A
In Masterworks weeks 32
Intermission 26, 28
Interval between services.....31
Maximum duration 27
Maximum per day.....31
Maximum per week 31
Monday evenings.....35
Open rehearsals.....29
Overtime 30
Rehearsals.....27
Relief 38
Scheduling goals 32
Scheduling limitations.....31, 33
Start time limitation.....31
Thirty-day limit.....32
Union representation.....32
Vacation weeks 30
Within an unpaid week. *See also* Donated services
Short & long term disability.....*See* Disability:Short & long term
Sick leave 47
Converted personal leave 49
Sick leave conversion....*See* Personal leave:Sick leave conversion
Side letter #1 66
Side letter #2.....67
Side letter #3.....68
Side letter #4.....69
Side letter #5 70
Side letter #6.....71
Side letter #7.....72
Smoke-Free work environment..*See* General working conditions:Smoke-Free work environment
Sound shields.*See* General working conditions:Sound shields

Stage Manager.....*See* Administration:Stage Manager
Stage seating...*See* General working conditions:Stage seating
Stage setting
Tour.....36, 37
Statement of Purpose.....4, 70
Step-up to Titled Chair..... *See* Orchestra:Step-up to Titled Chair
String reductions .....*See* Orchestra:String reductions
String relief ..... *See* Absences:String Relief
String seating.....37
Substitues for personal leave.....49
Substitute musicians.....16, 22, 37, 50, 62
Taped resumes ..... *See* Auditions:Taped resumes
Tardiness.....24
Temperature limits .....*See* General working conditions:Temperature limits
Tenure.....17
Term of Agreement 4
Thermometers.....*See* General working conditions:Thermometer (outdoor venues)
Titled chair invitations .....*See* Auditions:Titled chair invitations
Titled Chairs ..... *See* Orchestra:Titled Chairs
Titled player overscale.....6, 51
Transfer of assets.....*See* Appendix C
Unemployment insurance 53
Union .....*See* Local 427-721
Union Steward .5, 8, 10, 13, 14, 15, 32, 36, 46, 54, 55, 57
Vacancies ..... *See also* Auditions
Notification to Union 5
Parties to notify 7, 9
Rebalance string complement 5
Vacation.....30, 50
Vacation weeks.....*See* Services:Vacation weeks
Wages ..... 50–51, *See also* Appendix A
Waiver of Agreement 59
Weekly schedule.....*See* Schedules:Weekly
Wind, brass and percussion seating.....38
Workplace Violence Prevention 25