

ERIE PHILHARMONIC, INC
And the
 MUSICIANS' PROTECTIVE ASSOCIATION
 LOCAL NO. 17 OF THE AMERICAN FEDERATION OF MUSICIANS
 Draft Dated: November 11, 2013

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AGREEMENT

THIS AGREEMENT made and entered into this day of November, 2013, by and between the ERIE PHILHARMONIC, INC. (hereinafter referred to as “Philharmonic”) and the MUSICIANS’ PROTECTIVE ASSOCIATION, LOCAL NO. 17 OF THE AMERICAN FEDERATION OF MUSICIANS (hereinafter referred to as “Union”), shall be effective as of and from September 1, 2013 according to the terms and conditions hereinafter set forth.

W I T N E S S E T H:

In consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

ARTICLE I
TERM OF AGREEMENT

a. This contract shall cover the 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 concert seasons. A concert season shall be defined as running from September 1 through August 31.

ARTICLE II
UNION RECOGNITION AND SECURITY

a. The Philharmonic recognizes the Union, Local 17, American Federation of Musicians as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all musicians employed by the Philharmonic.

b. It shall be a condition of employment hereunder that all musicians covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members in good standing and those who were not members on the execution date, shall, by the 31st day following the date of execution of this Agreement, become and remain members in good standing. It shall also be a condition of employment that all musicians who shall be employed on or after the date of the execution of this Agreement shall, by the 31st day following the beginning of such employment, become and remain members in good standing of the Union.

c. When hiring substitute and extra musicians, the Philharmonic shall endeavor to hire Union musicians whenever possible and, assuming musical ability to be equal, substitute and extra musicians shall be hired in the following order of priority:

- 1. Members of Local 17
- 2. Members of any other A.F. of M. Local
- 3. Non-union musicians, subject to the restrictions of Article II(b)

ARTICLE III
MEMBERSHIP OF ORCHESTRA AND SERVICE GUARANTEES

a. Musicians shall be employed on the basis of individual season contracts, which shall reference this Agreement. No individual season contract may contain wages or terms less favorable than those contained within this Agreement. Each musician so employed shall be guaranteed a minimum of forty (40) services for each concert season. Services offered to a musician but which the musician fails to

perform shall count toward the minimum guaranteed number. Each musician must perform at least 20 (50%) of the minimum number of guaranteed services per concert season in order to maintain his/her contract with the Philharmonic, except for those musicians who may be engaged for less than 40 services as listed below. The Philharmonic shall notify in writing any musician who fails to meet the minimum requirements of either of the two preceding sentences. The following number of individual contracts shall be awarded in each section (this shall not preclude the awarding of a greater number):

1		Concertmaster
1		Associate Principal 1 st Violin
10	1st	Violins
1		Principal 2 nd Violin
1		Associate Principal 2 nd Violin
8	2nd	Violins
1		Principal Viola
1		Associate Principal Viola
4		Violas
1		Principal Cello
1		Associate Principal Cello
4		Cellos
1		Principal Bass
1		Associate Principal Bass
2		Basses
1		Principal Flute
1		Flute
1	3rd	Flute – Piccolo
1		Principal Oboe
1		Oboe
1	3rd	Oboe/English Horn
1		Principal Clarinet
1		Clarinet
1		E Flat Clarinet
1		Utility Clarinet/Bass Clarinet
1		Principal Bassoon
1		Bassoon
1		Principal French Horn
3		French Horns
1		Assistant 1st French Horn
1		Principal Trumpet

2	Trumpets
1	Principal Trombone
2	Trombones
1	Principal Tuba
1	Principal Tympani
1	Principal Percussion
3	Percussion
1	Principal Harp

The following instruments may be engaged for less than forty (40) minimum services, depending upon the repertoire to be played:

3rd Flute/Piccolo
 3rd Oboe/English Horn
 E Flat Clarinet
 Utility Clarinet/Bass Clarinet
 Assistant 1st French Horn
 3rd Trumpet
 Tuba
 Percussionists other than Tympanist and Principal Percussionist
 Harp

b. The Union shall receive a copy of each contract between the Philharmonic and individual musicians. The information in these contracts shall be kept confidential by the Union.

c. Except as permitted under Article VII, musicians shall be offered services in the following order of priority:

1. Principal players
2. Associate Principal players
3. Tenured contract players
4. Non-tenured contract players
5. Substitutes and extras

d. In the event of a substitution for a principal or associate principal musician, the Music Director shall have the final authority to engage a substitute for the principal or associate principal position; however consideration will be given to moving up musicians from within the section. "Tenured contract players" or "tenured musicians" are defined in Article XIc.

ARTICLE IV REMUNERATION

a. Except as permitted under Articles V and VII, during the term of this contract, the Philharmonic agrees to pay the musicians of the Erie Philharmonic Orchestra for all services as may be

scheduled by or through the Philharmonic, it being understood that the term “service” refers to any concert or rehearsal called in preparation of any concert, according to the rates set forth hereunder. Musicians shall be paid only for those services which they actually perform, except as hereinafter provided under Articles VII and VIII of this Agreement.

b. Musicians employed under this Agreement shall be paid at least the following minimum amounts on a per service basis for the applicable concert season:

<u>2013-14 Concert Season</u>	
Section Players	\$96.00
Associate Principals	5% Above Section Rates
Principals	20% Above Section Rates
<u>2014-15 Concert Season</u>	
Section Players	\$98.00
Associate Principals	5% Above Section Rates
Principals	20% Above Section Rates
<u>2015-16 Concert Season</u>	
Section Players	\$100.00
Associate Principals	5% Above Section Rates
Principals	20% Above Section Rates
<u>2016-17 Concert Season</u>	
Section Players	\$102.00
Associate Principals	5% Above Section Rates
Principals	20% Above Section Rates
<u>2017-18 Concert Season</u>	
Section Players	\$104.00
Associate Principals	5% Above Section Rates
Principals	20% Above Section Rates

c. Services performed under this Agreement shall not exceed two and one-half (2-1/2) hours, including a fifteen (15) minute intermission. The intermission during rehearsals shall begin no sooner than 1 hour and 5 minutes and no later than 1 hour and 30 minutes after the service begins. The presentation of the same concert to two different audiences within the space of two and one-half (2-1/2) hours shall constitute one service.

d. For any service which extends longer than five (5) minutes beyond two and one-half (2-1/2) hours the musicians will be paid overtime for each quarter hour or fraction thereof at the rate of \$14.00 per quarter hour for the length of this agreement.

e. Musicians shall be paid within ten (10) business days following a concert for all services performed in connection with said concert. No late payment shall be due on payments made within two business days thereafter. For any payments made thereafter, the Philharmonic shall pay interest at the rate of six percent (6%) per annum on the overdue amount. Musicians’ checks shall be postmarked (if mailed) or distributed to musicians at a service within such time. In the event payment is not made within such time, the Philharmonic shall explain the reasons therefore to the Executive Board of the Union.

f. For any services rendered over the specified minimum number of services, the rates and conditions of this contract shall apply.

g. The Philharmonic shall also deduct from the pay of each contracted musician who so authorizes the Philharmonic on an annual basis, the annual membership dues of the Regional Orchestra Players Association (ROPA), so long as the union continues membership in ROPA, from each contract musician's first pay of the concert season.

h. Upon acceptance of a dues check-off authorization form, the Philharmonic agrees to deduct from the wages of each musician, work dues, in such amounts as are uniformly required by the Union and/or the A.F. of M. of its members. The Philharmonic shall forward such dues to the Union concurrent with musicians' payroll.

i. Whenever a musician is required to play an instrument other than his/her contracted instrument(s), such musician shall be paid a doubling fee of 20% of, and in addition to, his/her regular compensation for each service in which he /she plays such other instrument.

j. Erie Junior Philharmonic Orchestra (Youth Orchestra) musicians may be permitted to rehearse with the Philharmonic Orchestra for educational purposes only. The entire Erie Junior Philharmonic Orchestra or ensembles thereof may appear on Philharmonic programs as a group without any compensation to the Junior Philharmonic musicians.

k. The Philharmonic shall not commit the musicians to any unpaid services without the prior approval of the Union.

l. For all purposes of this Agreement, including remuneration all principal and associate principal positions are listed in Article III(a) above.

m. For services performed on the following holidays the amount payable to a musician shall be calculated based on one and one-half times the rates specified in this Agreement: Christmas, Christmas Eve, Easter, , Labor Day, and Thanksgiving. For any service performed on the Fourth of July, New Year's Day or New Year's Eve, the above-referenced holiday rate shall not be applicable. The musician minimum service guarantees and attendance requirements set forth otherwise in this Agreement shall not be applicable to any performances on, and services related to, any of the holidays listed in this subparagraph m.

n. Traveling musicians shall be reimbursed for miles traveled at the IRS approved rate for medical mileage deduction effective at the beginning of each concert season for the remainder of that concert season, but not less than 25 cents per mile for the first two concert seasons, and not less than 26 cents per mile in concert seasons 3, 4 and 5, up to a maximum of 120 miles each way per travel service, less twenty (20) miles each way. Mileage is calculated from that traveling musicians' residence to the location where the service is performed in each case, except that mileage between different run-out locations shall be calculated at the distance between them. Standardized mileage figures shall be obtained from Mapquest.com Internet database "fastest time" route option. Musicians shall not be required to submit mileage vouchers as a pre-requisite of reimbursement. When musicians perform two or more services on the same day, musicians who are eligible for mileage reimbursement shall be paid per diem in the amount of \$10.00 per day. All musicians who perform two or more services on the same day at a run-out location or at Edinboro shall receive per diem of \$10.00 per day.

o. Musicians transporting the following instruments shall be paid cartage in the amount of \$12.00 per travel service for the length of this Agreement: harp, bass, tuba, tympani, set percussion, and mallet percussion.

p. The Philharmonic agrees to facilitate hotel accommodations to traveling musicians, subject to the following conditions. Musicians who are eligible for travel pay (defined to include mileage reimbursement and cartage) may request to stay in a hotel of the Philharmonic's choosing in lieu of travel pay, but would still receive per diem if eligible. For each night spent in the hotel at the Philharmonic's expense, the musician shall forfeit one travel pay. Musicians shall be responsible for payment for any nights in excess of the total number of travel pays for a given concert cycle. The Philharmonic shall pay the cost of the room only, and the musician shall pay for all other incidentals including, but not limited to, room service, meals, and telephone calls. The Philharmonic will make a reasonable effort to secure a place for musicians to rest and relax between checkout time and rehearsal time, provided there is no direct cost to the Philharmonic.

Musicians who desire hotel accommodations must inform the Philharmonic no later than the date of the first service in a given concert cycle. The Philharmonic reserves the exclusive right to select hotels, and hotel rooms may be subject to availability. In no event shall the Philharmonic be required to provide a hotel room to a musician if the cost of the room exceeds the travel pay to which the musician is entitled.

q. The Philharmonic will make a reasonable effort to provide musicians with free parking within a reasonable walking distance of the performance site for all services, provided there is no direct cost to the Philharmonic.

r. Musicians shall be entitled to two (2) complimentary tickets for any subscription concert series in which they perform., with the exception that if a guest artist contract forbids free tickets or "comps", the musicians performing in that concert shall be entitled to purchase two (2) tickets at a cost of \$1.00 each, subject to availability. To receive tickets, musicians must inform the Philharmonic no later than the first rehearsal of the applicable concert series. A sign up sheet will be placed on the bulletin board the night of the first rehearsal for any concert series. Musicians may phone, mail, fax or email their ticket request no earlier than two weeks prior to the concert time. Tickets are subject to availability on the day prior to the concert and will be held in the musician's name at the door.

s. The Philharmonic shall make group instrument insurance available to musicians having a contract for any season under Article III (a) above, under the following conditions:

1. The Philharmonic shall be responsible for group insurance premiums up to an annual maximum payment of \$1500.00.
2. The amount of insurance coverage for instruments per each contracted musician shall be capped at \$10,000.
3. The Philharmonic shall provide each contracted musician basic information about the instrument insurance and the application procedure specified herein. Such information shall be sent to contracted musicians concurrent with the mailing of individual contracts.
4. Annually, between September 1st and September 15th, contracted musicians shall apply at their option for instrument insurance, and shall provide all necessary

appraisals and all other information and papers required by the insurance carrier. Paid coverage shall be offered on a "first come, first served" basis. That is, paid instrument insurance coverage will be offered to applying contracted musicians in order of receipt of applications, until the aforementioned maximum annual premium of \$1500.00, which is payable by the Philharmonic, is reached.

5. Once the aforementioned maximum annual premium payment has been reached, additional group instrument insurance coverage shall be made available to contracted musicians at the musician's option and expense, to the extent such additional insurance is commercially available.
6. The Orchestra Committee shall work with the Philharmonic in selecting a group instrument insurance policy and carrier.
7. During the first season under this Agreement, the aforesaid September 1-15 period for applying for instrument insurance coverage shall be the 15-day period that follows the signing of this Agreement by both parties.

ARTICLE V SOLOISTS

a. A member of the orchestra who is requested, and agrees, to perform a solo work that is beyond such musician's duties, and not provided for in the musician's individual contract, shall receive a minimum salary of five hundred dollars (\$500.00) for each performance. If the musician also performs regular works in addition to the solo work, he/she shall be paid in addition to the soloist fee his/her regular per service rate for any applicable services.

A soloist qualifies for a soloist fee only if the solo is longer than five minutes. A musician who has a prominent solo line in a particular composition may be given acknowledgment and credit, but this shall not of itself be construed to qualify him/her for a soloist's fee.

b. The Philharmonic shall endeavor to feature qualified members of the orchestra as soloists during each season.

c. This Article shall not apply to in-school concerts or chamber performances, performed as separate engagements outside the normal concert series.

ARTICLE VI RUN-OUT SERVICES

a. A run-out service is defined as any rehearsal or concert performed at a location greater than 30 miles from the Warner Theater, 811 State Street, Erie, PA. All mileage pay and travel time shall be calculated by Mapquest "fastest time" route. 811 State Street in Erie, PA is the point from which all trips between Erie and a run-out location shall be measured. All mileage rates shall be paid in accordance with Article IV.n.

b. For run-out services:

1. If there is only one service in the day, and it is a run-out service:

a. Those musicians who would be entitled to mileage pay from their home to Erie for a rehearsal or concert performed in Erie and whose home is closer to the run-out location than to Erie shall receive mileage pay from their home to the run-out location and back, less 20 miles each way.

b. Those musicians who would be entitled to mileage pay from their home to Erie for a rehearsal or concert performed in Erie and whose home is farther from the run-out location than from Erie shall receive mileage pay from their home to Erie and back, less 20 miles each way.

c. All musicians not covered by b.1.a above who travel more than 20 miles to a run-out location shall receive mileage pay from the City of Erie to the run-out site and back, unless the Philharmonic elects to provide bus or other transportation from Erie to the run-out site and back, in which case the Philharmonic shall not owe any mileage pay.

d. All musicians not covered by b.1.a above who travel more than 20 miles to a run-out location shall receive pay for travel time from the City of Erie to the run-out location and back at the rate of \$12.50 per hour.

2. If there are two services in one day, with one in Erie and one a run-out service:

a. All musicians who would be entitled to mileage pay from their home to Erie for a rehearsal or concert performed in Erie will be paid mileage from their home to Erie, from Erie to the run-out site and from the run-out site back to their home, less 20 miles for each leg from and to home.

b. All musicians travelling over 20 miles from their home to a run-out site shall receive pay for travel time from Erie to the run-out site and back at the rate of \$12.50 per hour, except where the musician's home is closer to the run-out site than to Erie, in which case the musician will be paid for travel time from Erie to the run-out site, but not back to Erie, unless the musician takes EPO-provided transportation back to Erie, in which case s/he will receive pay for travel time back to Erie.

c. The Philharmonic at its option shall either:

i. provide bus or other transportation from Erie to the run-out site, and back, in which case no mileage pay shall be owed; or

ii. pay mileage from Erie to the run-out site and back, except for those musicians covered under b.2.a above.

3. If there are two services in one day, both of which are run-outs:

a. For those musicians who would be entitled to mileage pay to Erie:

i. All will receive mileage pay from their home to the first run-out location, from the first run-out location to the second run-out location, and from the second run-out location back to home, less 20 miles for the legs from and to home.

b. For all other musicians:

i. Those who would be entitled to mileage from their home to Erie will still be entitled to mileage from their home to Erie and back, less 20 miles each way.

ii. The Philharmonic at its option shall either:

1. provide transportation from Erie to the first run-out site, from the first run-out site to the second, and from the second back to Erie in which case no mileage shall be owed; or

2. pay mileage from Erie to the first run-out site, from the first run-out site to the second, and from the second back to Erie.

c. All musicians performing two run-out services in one day shall receive pay for travel time from Erie to the first run-out location, from the first run-out location to the second run-out location, and from the second run-out location back to Erie.

ARTICLE VII
CHAMBER MUSIC AND IN-SCHOOL EDUCATIONAL CONCERTS

a. The Philharmonic shall be permitted to sponsor ensembles and soloists to perform chamber music concerts and in-school educational concerts outside of and in addition to the concerts scheduled for the subscription series of each regular concert season. Such performance projects may be initiated by Philharmonic staff, and also in response to a request from a member of the orchestra or the community.

b. The ensembles or soloists performing these concerts need not include principal players but shall be comprised entirely of Philharmonic contract players or a combination of contract players and regular substitute players. Exceptions to this provision may be made with the approval of the Music Director in the event of unavailability of an appropriate Philharmonic musician, use of an established ensemble that includes non-contracted musicians, or need for an instrument not covered by a contract or other substantial reason. In no case shall the number of non-contracted players exceed the number of contract players.

c. An agreement between the ensemble/soloist and the Philharmonic shall be executed for each such concert performance. Financial compensation shall be determined by mutual agreement

between the Philharmonic and the ensemble/soloist based on the nature of the performance, travel and any required rehearsal and/or preparation time. In the event of any inconsistency between this Agreement and a concert performance agreement entered into with an ensemble/soloist pursuant to this Article VII, the ensemble/soloist performance agreement shall prevail, but shall have no effect on, and not be subject to, the remaining articles of this Agreement as it applies to the subscription series concerts of the regular concert season.

ARTICLE VIII
SCHEDULING

a. Not later than two (2) weeks after the last service date of the preceding season or by May 31, whichever is earlier, the Philharmonic shall distribute to the musicians entitled to a renewal contract a contract for the subsequent season, together with a schedule of the anticipated program, rehearsal dates, times and locations of all subscription series concerts and related services to be performed during the season. The schedule shall also include the departure times, estimated times of return, location and all other pertinent information relative to run-out and special concerts which have been scheduled at that time. For any concerts scheduled after the beginning of the season, such notice will be given as soon as possible, but not later than thirty (30) days prior to such concert, except upon agreement between the Philharmonic and the Orchestra Committee. Any musician desiring to renew his/her contract shall sign and return it to the Philharmonic by June 30 to allow for scheduling of auditions in accordance with this Agreement.

b. Additions or changes to the schedule of services may be made after the distribution of the schedule, but shall be subject to the availability of the musicians who shall not be obligated to perform said services.

c. When two or more services are to be held on any one day, the time interval between said services shall be agreed upon by the Philharmonic and the Orchestra Committee. No more than two services shall be scheduled for any one day without prior approval of the Orchestra Committee.

d. A written notice of any cancellation or change of a service date shall be given at least thirty (30) days prior to the date of the affected service, except in cases of cancellation or change because of circumstances beyond the control of the Philharmonic, including, but not limited to, weather, cancellation of the guest artist for which a satisfactory substitute cannot be found, illness of the Music Director without adequate time to get a satisfactory replacement, damage to the performance hall, or other Acts of God of a similar nature. If such notice is not given, the musicians will be paid for said service(s), whether or not the same are performed, according to the following rates:

<u>Notice</u>	<u>Compensation</u>
30 days	None
29 - 21 days	1 service
20 - 14 days	2 services
13 - 0 days	All services

e. Any musician who is contracted for a particular concert, but whose attendance is not required for one or more rehearsals within that concert series, shall be so notified by the Philharmonic not less than sixty (60) days in advance of the first rehearsal for such concert. A musician who has not been so notified will be paid for all services in that series, even if the musician's services are not required, unless the musician's services are not required because of circumstances beyond the control of the

Philharmonic, including, but not limited to, unavailability of the repertoire, cancellation or change of the guest artist which results in a change of the repertoire, change of repertoire by the guest artist, or other similar circumstances which prevent the Philharmonic from giving the required notice. Any musician who contracts for any concert series shall also perform any related run-out concerts in that series.

f. Contracted musicians are **required** to give the Erie Philharmonic at least **thirty (30) days notice** in advance of the first rehearsal of any concert series of his/her unavailability for that series, except in the event of illness or other cause beyond the musician's reasonable control. A musician's failure to give at least thirty (30) days notice of an unexcused absence will result in a warning letter from the management to the musician. Upon the second failure, in any one concert season, of a contract musician to provide the required advance notice of unavailability for any concert series during that concert season, disciplinary action up to and including termination may be initiated. Failure to give the minimum notice will be excused where the musician is hired as a substitute player by a musical organization, generally considered to be of a higher performance level than the Erie Philharmonic (e.g. the Cleveland Orchestra, the Buffalo Philharmonic, the Pittsburgh Symphony, the Rochester Philharmonic Orchestra), for a concert conflicting with a performance of the Philharmonic, provided that the Philharmonic is able to secure a replacement of comparable ability.

g. The Philharmonic shall make a reasonable effort to make music for Symphonic concerts available to all musicians, including all bowings and required markings, at least thirty (30) days prior to the first rehearsal of each Symphonic concert, but in no event shall music be made available less than fourteen (14) days prior to the first rehearsal of each Symphonic concert. In the case of Pops concerts, it is recognized that the guest artist's music is frequently unavailable within the time frames specified above. The Philharmonic will make every reasonable effort to make the music for Pops concerts available at least twenty-one (21) days prior to the first rehearsal of each Pops concert.

h. The rehearsal schedule for each Symphonic concert, showing the repertoire and sequence of each rehearsal, shall be posted on the bulletin board or otherwise made available to each musician, by the start of the first rehearsal for each Symphonic concert. The Philharmonic will also make a reasonable effort to post or otherwise make available a complete rehearsal schedule for each Pops concert, showing the repertoire and sequence for each rehearsal, by the start of the first rehearsal for each Pops concert.

ARTICLE IX AUDITIONS

a. All vacancies or new positions with the orchestra shall be filled by means of an annual audition. Auditions shall be conducted by an Audition Committee comprised of the Music Director, principal player (or his or her delegate) of the section in which the vacancy or new position occurs, and one member of the orchestra designated by the Orchestra Committee. Where the vacancy is for the principal position, two orchestra members may be designated by the Orchestra Committee.

b. Notice of all vacancies or new positions shall be mailed to the Philharmonic's list of regular substitutes and shall be advertised in the Erie Times News and the Union Newsletter at least four (4) weeks prior to the audition date. Vacancies will also be advertised in International Musician unless the time required to place, publish and respond to such advertisement would unduly delay the scheduled auditions. The auditions shall, to the extent practical, be scheduled for all applicants at the same time. If auditions are scheduled to meet the unusual needs of an individual player, all members of the Committee will be notified as soon as the date of the audition is known. Any applicant who would otherwise be

precluded from auditioning because of geographical considerations may submit a preliminary tape prior to the audition date. If an applicant is hired on the basis of a taped audition, final decision for employment shall be contingent on a personal audition with the Audition Committee prior to the first rehearsal of the season.

c. Auditions shall be held behind a screen to hide the identity of the applicants, except that an applicant auditioning alone, without competitors, may agree otherwise. At no time shall the Audition Committee have any oral or visual contact with those auditioning except through the mediation of a neutral third party. The Music Director shall have the option to conduct a final audition, without screen, in the case of a principal position, upon mutual agreement of the Audition Committee and the Music Director.

d. The function of the Audition Committee is advisory only, and the Music Director shall have the final authority to engage musicians to fill vacancies or new positions.

e. Union musicians shall be given preference in hiring over imports of equal ability. Union musicians applying for a position with the orchestra must be given an audition by the Audition Committee before the Music Director may employ an imported musician for that position.

f. The Music Director, after consultation with the principal of the applicable section and the Orchestra Committee, shall have the final authority to determine the positioning of orchestra personnel, except in the case of any musician whose position is part of his or her contract with the Philharmonic.

g. Members of the Audition Committee (other than the Music Director) shall for each day of audition meetings (at which one or more auditions may occur) be paid the per service fee described in Article IV Remuneration, paragraph b. above. Any musician on the Audition Committee who attends an audition meeting on a day other than a day of a required service for a Philharmonic concert and who qualifies for travel pay under Article IV n. shall receive mileage compensation in accordance with Article IV n. No other form of remuneration described in this Agreement including, but not limited to, overtime, doubling, holiday, per diem, hotel and cartage fees shall be paid to such members of the Audition Committee for audition meetings.

ARTICLE X ORCHESTRA COMMITTEE

a. The Philharmonic recognizes a committee of musicians (hereinafter "Orchestra Committee") to assist the Union in the negotiation, enforcement, and administration of this Agreement. The Philharmonic also recognizes a Union Steward to assist the Union in negotiation, enforcement, and administration of this Agreement.

b. The Philharmonic agrees that the members of the Orchestra Committee shall not at any time suffer any unusual or oppressive discriminatory conditions, including discharge, by reason of their membership on the Committee.

c. The Orchestra Committee shall designate two musicians of the Orchestra to serve as alternate non-voting non-member liaisons to the Board of Directors. Either one (but not both) of these liaisons may attend regular meetings of the Board of Directors, as they decide between them

ARTICLE XI
DISMISSAL, DISCIPLINE AND DEMOTION

a. The Philharmonic may dismiss, discipline or demote a musician for just cause including, but not limited to, repeated unexcused absence from or tardiness at concerts or rehearsals; insubordination; intoxication affecting behavior or performance at a concert or rehearsal; persistent inattention to or neglect of duties or failure to maintain competency; failure to give the required advanced notice of unavailability for two concerts in any one concert season per paragraph VIII f. Demotion of a musician is defined as a reduction from a principal position to a lesser principal position, from a principal position to a section position, or a demotion from Violin I to Violin II. The Philharmonic agrees that musicians shall receive reasonable notice of deficiencies in conduct and a fair opportunity to correct those deficiencies. Actions taken by the Philharmonic pursuant to Article IIIa. shall not be subject to this Article XI.

b. A musician with less than one full year of service with the orchestra as a full-time member shall be deemed to be on probation and shall be notified not later than March whether he/she will be rehired for the following concert season.

c. After one full year of service with the orchestra as a full-time member, a musician will be assured of a continuing contract for subsequent seasons unless the musician fails to perform the minimum number of services required of him/her by Article III, a. or is dismissed pursuant to subparagraph (a) of this Article.

d. In cases of failure to maintain competency, the Music Director shall consult with the Orchestra Committee as a group to explain the problem, and to outline the musician's artistic deficiencies. The Music Director shall then send a letter to the musician setting forth the specific problems in detail and what the musician must do to correct the problem. The musician shall have four weeks from receipt of the letter to correct the problem. The musician shall have the right to set up a meeting with the Music Director to discuss the problems raised in his letter. At the option and choice of the musician, the musician may request that the Orchestra Committee Chairman or a representative from the Union attend this meeting.

If the Music Director is still dissatisfied with the artistic performance of the musician four weeks after sending the musician the letter advising of his artistic deficiencies, the musician shall be given a written notification that the musician is being placed on probation for a period of two (2) months. At the end of the two (2) month period, the probation shall be terminated unless the musician has been notified that the problems giving rise to the probation have not been corrected. For purposes of this subparagraph, if the probationary period is not completed by the last symphonic or pops concert of the season, the balance shall continue into the next concert season unless waived by the musician.

If, after the probationary period, the Music Director still desires to demote or dismiss the musician, the musician shall be given written notice of the Music Director's decision by certified mail and the decision shall be final unless, within 7 days of receiving such notice, the musician gives written notice to both the Orchestra Committee and the Philharmonic of his/her desire to appeal that decision. In case of appeal, the matter shall be referred to a Peer Review Committee consisting of seven (7) tenured musicians, three (3) of whom are to be selected by the Union, three (3) of whom are to be selected by the Philharmonic, and the seventh to be selected by consensus of the first six.

The decision of the Peer Review Committee as to retaining, demoting or dismissing a musician shall be final. An audition may be part of the review process at the request of the musician or the Peer Review Committee. Such an audition shall be run by the Peer Review Committee.

The nature and manner of any investigation or hearing to be conducted by the Peer-Review Committee shall be within the sole discretion of the Peer Review Committee.

e. No warning or notification under this Article shall be valid unless in writing and either delivered in person to the musician or mailed to the musician by certified mail, return receipt requested, with copies to the Chairman of the Orchestra Committee and to the Union.

f. A musician may terminate employment before the end of the season by giving the Philharmonic at least thirty (30) days notice of such intent, unless a shorter time period is agreed to between the musician and the Philharmonic.

ARTICLE XII GRIEVANCE PROCEDURE

a. Adjudication of grievances may be made by written request of any member of the orchestra, or on behalf of the orchestra as a whole or members thereof by the Orchestra Committee or by the Union, submitted to the Executive Board of the Union, with a copy to the Philharmonic. Grievances as to any matters arising during a concert season must be submitted no later than thirty (30) days of the date of the incident subject to grievance.

b. The Philharmonic shall make an attempt to resolve all grievances informally. In the event that such a resolution cannot be reached within 15 days of submission of the grievance, either the Union or the Philharmonic may refer the grievance in writing to the Federal Mediation and Conciliation Services ("FMCS") for non-binding mediation. Such referral shall be made within 10 days of the Philharmonic's final written decision.

c. In the event a grievance referred to the FMCS cannot be settled within 45 days after such referral, then only the Union or the Philharmonic shall have the right, within 10 days of the expiration of said 45 day period, to submit and refer the grievance to award and determination of an arbitrator chosen in accordance with and governed by the rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding on both parties. All costs of arbitration shall be shared equally by the parties.

ARTICLE XIII ELECTRONIC MEDIA

a. Except as otherwise explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of the service in any manner or by any means whatsoever, by the Philharmonic, or by any other person(s), in the absence of a specific written agreement with the American Federation of Musicians International Office.

b. The Philharmonic shall be permitted to record concerts of the Symphonic series for the sole purpose of grant applications to the National Endowment for the Arts and the Pennsylvania Council on the Arts.

c. The Union also agrees to permit the recording for a local broadcast on WQLN public radio of any Erie Philharmonic concert, subject to the terms and conditions hereinafter set forth.

1. Broadcasts may be aired on WQLN public radio only.
2. Before any recording of any concert may be broadcast, it must first be reviewed by the Erie Philharmonic Music Director who shall be the sole arbiter of whether it is of acceptable broadcast quality. If the Music Director fails to give his approval, then the recording shall not be broadcast.
3. If the recording of a concert is approved as to quality as provided for herein, the recording may be broadcast by paying a one-time fee of \$7.50 to each musician who performed for said concert. No copies of the recording shall be permitted without the express written approval of the Union, except that (a) the Philharmonic may make one archival copy of each recorded concert for the sole use of the Music Director and the Executive Director in determining appropriate selections for grant applications, (b) the Philharmonic may provide approval copies to guest artists when required by the guest artist's contract, and (c) the Philharmonic may copy and use portions of any recording for the sole purpose of presentation in support of a grant application. Approval copies given to guest artists shall be altered in such a way as to render them unfit for commercial use.
4. Neither the Philharmonic nor WQLN shall be permitted to charge any fee for the broadcast of any performances except that they shall be permitted, with the prior knowledge and written consent of the Union, to solicit or receive sponsorships, grants, or underwriting for such broadcasts.
5. The recordings of the Philharmonic concerts may not be used for any purpose, whether promotional or otherwise, other than as set forth in this Agreement.

d. An audio and/or visual recording not exceeding three (3) minutes shall be permitted to be broadcast or played without further compensation to the Musicians if such clips are for the sole purpose of news broadcasts, advertising, fund-raising, or promotion of concerts.

ARTICLE XIV LEAVES OF ABSENCE

a. Any full-time musician shall be given the right to request an extended leave of absence without pay from his/her duties for a period of up to one (1) full year. The determination of such leaves shall be at the discretion of the Music Director after consultation with the Orchestra Committee.

b. Any full-time musician shall be granted a parenting leave from his/her duties without pay for up to four (4) months, if he/she so requests. Extensions for cause may be granted in extenuating circumstances.

c. Any musician who is granted a leave of absence under this Article shall, at the expiration of such leave or extension thereof, be entitled to return as a full-time musician to his/her former seat or position.

ARTICLE XV
DUTIES OF MUSICIANS

a. Each musician must prepare his/her part prior to rehearsals, and furnish his/her own musical instrument at all services, except by prior arrangement with the Director of Operations or Personnel Manager of the Philharmonic

b. Musicians shall accept compensation for scheduled services from other sources, such as the Music Performance Trust Fund. Any difference between such amount received and the per service fee provided under this agreement shall be paid by the Philharmonic. The Philharmonic agrees that any funds obtained by the Philharmonic from the Music Performance Trust Fund shall be used in accordance with the rules of the Fund.

c. Musicians shall appear at all concerts in the following dress or in any other reasonable dress designated by the Philharmonic:

Symphonic Evening Concerts:

Men- Black tail coat, white vest, white bow tie, black shoes, long black socks, and white shirt.

Women - Full-length black evening dress with full-length sleeves or full-length black skirt or full length black full-leg dress pants, long opaque-sleeved black blouse or jacket, black shoes, stockings and black purses (if brought on stage; purses shall not be brought on stage unless there is inadequate security for them off stage).

Pops Evening Concerts:

Men- Black tuxedo, black bow tie, black shoes, long black socks, and white shirt. Men should follow the example of the conductor with regard to wearing their jackets and ties outdoors.

Women - Black full-length skirt or full-legged dress pants, white long-sleeved blouse or jacket, black shoes and stockings.

Morning or Afternoon Concerts:

Men- Dark suit or dark jacket and dark pants, white shirt, long dark tie, and black shoes/socks. Men should follow the example of the conductor with regard to wearing their jackets and ties outdoors.

Women - Same as Pops Evening Concerts.

For all concerts, women may not wear leotards, tapered or fitted pants, stirrup pants, skirts with slits that extend above the knee, or sweats. Women's concert attire should be in good taste and should match in both fabric and style the elegance of the men's concert attire. All musicians should refrain from wearing scented products for rehearsals and concerts.

d. The Philharmonic agrees that the stage will be available to all musicians no later than twenty-five (25) minutes prior to the scheduled starting time for all services, and all musicians shall be seated in place with their instruments tuned five (5) minutes prior to the scheduled starting time. Announcements may be made five (5) minutes prior to the scheduled starting time of any service.

e. Except upon prior arrangement with the Personnel Manager no musician shall engage a substitute or replacement to perform any service which said musician is contracted to play. The Philharmonic shall not be required to pay any substitute or replacement so engaged in violation of this sub-paragraph.

f. All musicians shall be responsible for music provided to them by the Philharmonic for each concert. Music shall be left on the stands at the conclusion of each concert. Any music not left on stands or returned to the Philharmonic office within 10 days of a concert will be considered lost and the cost of replacement will be charged to the musician responsible.

ARTICLE XVI
MISCELLANEOUS CONDITIONS

a. Among the management rights reserved to the Philharmonic are the rights to select the venues for concerts and rehearsals.

b. The Philharmonic agrees that it will make every reasonable effort to insure that the temperature in the playing area is between 65 °F. and 78°F., that the lighting is adequate, and to provide up to 10 sound shields where necessary.

c. The Philharmonic agrees that it shall make every reasonable effort to commence all concerts promptly at the published time.

d. The Philharmonic shall maintain a bulletin board in the Warner Theater for the purpose of posting information pertinent to the musicians, including an up-dated schedule of services. This facility shall be shared by the Orchestra Committee for similar purposes.

e. For all services, the Philharmonic shall attempt to provide adequate and secure coat and storage facilities for the exclusive use of the musicians.

f. Nothing in this agreement shall be construed so as to prevent or interfere with the lawful obligations of the musicians to the American Federation of Musicians, or its Union, as members thereof.

g. This agreement is subject to all applicable rules, regulations, and laws of the Union, State and Federal Governments and of the American Federation of Musicians.

h. If it is impossible for the Philharmonic to continue the services provided for under the terms of this agreement, or if it is necessary for the Philharmonic to reduce the size of the orchestra by reason of any act of nature, or God, such as fire, flood or pestilence, or because of any rules or regulations of a civil or military nature promulgated by City, State or Federal authorities, the Philharmonic shall have the right to cancel this agreement upon thirty (30) days prior written notice to the Union and upon payment of any accrued compensation to the date of such cancellation.

i. The following procedure shall be followed by the Philharmonic if an adverse financial situation threatening the continuing operation of the Philharmonic (hereinafter referred to as "Financial Emergency") is believed to exist:

- 1) If the Board of Directors of the Philharmonic believes that a Financial Emergency exists such that the Philharmonic cannot continue operations under the Agreement, the

- Philharmonic shall pass a resolution declaring that fact, immediately notify the Union of same, and furnish the Union with a copy of such resolution, together with all relevant financial information supporting same.
- 2) There shall be an aggregate period of fifteen (15) days for the Union to analyze the aforementioned financial information with its consultants and for the Philharmonic and Union to engage in private negotiations to alleviate the Financial Emergency.
 - 3) If the initial period of negotiations does not result in an agreement on how to alleviate the Financial Emergency, the parties shall engage a fact-finding and mediation team consisting of:
 - a. An industry professional selected within five (5) days of the end of the negotiations period, to be compensated by the Philharmonic;
 - b. An industry professional selected within five (5) days of the end of the negotiations period, to be compensated by the Union; and
 - c. An industry professional selected by the other two (2) members of the team within five (5) days of the selection of the first two members, his/her compensation to be shared equally by the Union and the Philharmonic.
 - 4) That team shall then assist the parties for a period not to exceed five (5) days on alleviating the Financial Emergency.
 - 5) If the parties do not achieve an agreement on how to alleviate the Financial Emergency during the aforementioned periods, the team shall provide to both parties its recommendations for a mediated settlement on how to alleviate the Financial Emergency. These recommendations shall be presented to the Union and Philharmonic's Board of Directors for a ratification vote within five (5) business days.
 - 6) If such ratification by both parties is not achieved, then the Philharmonic shall be free to exercise all rights available to it under law, including the right to cease doing business without further obligation to the Union for guaranteed minimum services under this Agreement

j. In the event the Philharmonic shall undertake at anytime to hire or replace the Conductor and/or Music Director, the Philharmonic shall first appoint a Search Committee, the size of which shall be determined by the Philharmonic, comprised of an equal number of individuals appointed by the Philharmonic and by the Orchestra Committee. The purpose of the Search Committee shall be to locate and interview qualified candidates for the position of Conductor and/or Music Director and to submit the names of the qualified candidates to the Board of Directors of the Philharmonic for further action. Only those candidates found to be qualified by a majority of the members of the Search Committee shall be considered for hiring by the Philharmonic. In the event that no candidate is found to be qualified by the Search Committee, and/or it is necessary for the Philharmonic to appoint an interim Conductor and/or Music Director, such appointment shall be made only following discussion with the Search Committee, and approval by a majority of the members thereof, and only for the time period necessary to locate and hire a qualified permanent Conductor and/or Music Director.

k. The Philharmonic shall not discriminate against any musician performing in the orchestra or applying for the right to perform in the orchestra on the basis of race, color, creed, religion, sex, sexual preference, age, national origin, reasonably accommodated disability, or activity on behalf of the Union or American Federation of Musicians. The Philharmonic shall not knowingly perform, or contract with any person or organization to engage the orchestra to perform, before an audience that discriminates on the basis of race, color, creed, religion, sex, sexual preference, age, national origin, or reasonably accommodated disability.

1. The provisions of this agreement have been approved by the Board of Directors of the Erie Philharmonic, Inc. and the Executive Board of the Union, Local 17 of the American Federation of Musicians.

m. This Agreement, and the terms hereof, shall be binding upon, and shall inure to the benefit of, the parties, their heirs, successors and assigns.

ARTICLE XVII
NEGOTIATIONS

a. This agreement shall be in full force and effect as of and from September 1, 2013 through August 31, 2018, and shall remain in effect thereafter from year to year unless a written notice of a desire to change, modify or terminate this agreement is given by either party to the other not more than one hundred eighty (180) days, nor less than sixty (60) days prior to the expiration date hereof, or any subsequent anniversary date hereof. Such written notice shall be by registered or certified mail.

ARTICLE XVIII
NO STRIKE, NO LOCKOUT

a. The Philharmonic 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, nor the employees covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, slowdown, reduction in work, concerted stoppage of work, or any other intentional interruption of work over any grievance arising under this Agreement. Further, neither the Union, nor the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone a sympathy strike which would interrupt the Philharmonic's operations. 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 the Philharmonic, immediately to take affirmative action and direct such employee or group of employees to cease such activity and resume work immediately. The Philharmonic shall have the right to dismiss, suspend, or otherwise discipline any employee who engages in any of the activities prohibited by this Article, and all employees shall be obligated to report to work and perform their services in the customary manner.

b. The Philharmonic agrees not to engage in any lockout during the term of this Agreement.

ARTICLE XIX
COMPLETE AND FINAL AGREEMENT

This Agreement represents complete collective bargaining and full agreement by the parties on all rates of pay and other terms and conditions of employment which shall prevail during the term hereof. Any matters or subjects not expressly covered herein have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

WITNESS

In witness whereof, the Philharmonic and the Union have caused this agreement to be signed by their duly authorized officials and representatives as of the day and year first above written.

ERIE PHILHARMONIC, INC.

MUSICIANS' PROTECTIVE ASSOCIATION,
LOCAL NO. 17 OF THE AMERICAN
FEDERATION OF MUSICIANS

By: _____ By: _____
President President

Attest: _____ By: _____
Secretary Vice-President