

**PALM BEACH OPERA, INC.**

**--and--**

**THE SOUTH FLORIDA MUSICIANS ASSOCIATION, LOCAL 655,  
AMERICAN FEDERATION OF MUSICIANS**

**COLLECTIVE BARGAINING AGREEMENT**

**JUNE 1, 2023 -- MAY 31, 2026**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement, made this \_\_\_\_ day of October 2023, by and between the Palm Beach Opera, Inc. (hereinafter “the Opera”) and the South Florida Musicians Association, Local 655 (hereinafter “the Union”) of the American Federation of Musicians (hereinafter “AFM”).

### **WITNESSETH:**

WHEREAS, the Opera has agreed to recognize the Union as the exclusive bargaining agent; and,

WHEREAS, it is the intent of the parties to cooperate in maintaining amicable labor relations; and,

WHEREAS, it is the intent of the parties to promote fair practices in the employment of musicians; and,

WHEREAS, it is the intent of the parties to establish wages and terms and conditions of employment of said musicians.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the parties agree as follows:

### **ARTICLE I --- RECOGNITION**

The Opera recognizes the Union as the sole and exclusive bargaining agent for all musicians, including Contract Musicians performing librarian duties if assigned by the Opera, employed by the Opera for the purpose of establishing and maintaining wages and terms and conditions of employment.

### **ARTICLE II – TERM**

This agreement shall be in full force and effect from the date of execution of this agreement, effective commencing June 1, 2023 to May 31, 2026, and from year to year thereafter unless, no later than sixty (60) days prior to May 31, 2026 (or from May 31 of any subsequent year if renewed), either party notifies the other, in writing, of its intent to modify or amend this agreement.

### **ARTICLE III --- UNION ADMINISTRATION AND AUTHORITY**

1. The Opera agrees to notify the Union of all newly hired musicians in order that the Union can meet and advise such musicians of the benefit(s) of membership in the Union.
2. Pursuant to a Voluntary Dues Check-Off Authorization, the Opera agrees to deduct from the wages of each musician who submits a signed Voluntary Dues Check-off Authorization Form, work dues, in such amounts as are uniformly required by the Union and/or the AFM of its members. The Voluntary Dues Check-Off Authorization shall be irrevocable for a period of one (1) year or until the expiration of the then current Agreement, whichever occurs sooner. This authorization shall be renewable automatically for successive periods of one (1) year or for the period of each succeeding applicable Agreement, whichever is shorter. If any employee resigns as a member of the Union, he/she must do so in a writing sent to the Opera and the Union. At least thirty (30) days prior to the commencement of the first service of the season, the Union shall notify the Opera, in writing, of any change in the amounts to be deducted pursuant to this Article. The Opera or its designee shall remit to the Union all monies deducted along with an itemization, by name, social security number and amount, of those musicians for whom deductions have been made at each pay period.
3. A representative of the Union shall have access to rehearsal and performance venues for the purpose of conferring with the musicians at reasonable times and places where musicians are present, so long as the work of the musicians is not impeded, or rehearsals or performances interrupted.
4. The Opera recognizes that a committee of musicians (hereinafter "Orchestra Committee") will assist the Union in the negotiation, enforcement and administration of this Agreement, which Orchestra Committee shall be identified by correspondence and shall designate a liaison person for purposes of communication.

### **ARTICLE IV --- MANAGEMENT RIGHTS AND RESPONSIBILITIES**

1. It is understood and agreed that the Opera shall be regarded as the employer of any and all musicians for all services which are produced by the Opera and/or under the auspices of this Agreement and shall assume responsibility for the withholding and processing of FICA, Local, State and Federal taxes, and any and all other deductions required by law or agreed to herein.
2. Except to the extent expressly abridged by a specific provision of this Agreement, the Opera reserves and retains unto itself all of the usual rights of management to manage all of the business, programming, and artistic affairs and direction of the organization, which is the essence of this agreement. The judgment of the Designated Musical Representative (hereinafter "DMR") regarding programming, orchestration and cuts, size of the orchestra

for a given production, and other artistic issues including a musician's abilities relative to performing music shall be afforded the greatest weight.

3. The Opera shall designate a liaison person or persons to meet and confer with the Union and the Orchestra Committee from time to time and at either party's request to discuss issues of concern to either party.
4. If a musician is offered employment as either a regular Orchestra member or as an extra Orchestra member and does not have proper work documentation, then he/she individually will be required to pay any legal fees for obtaining legal work status and will not be able to work until such time as the proper documentation has been obtained and provided to the Opera. The Opera will cooperate fully with the musician by providing any appropriate written assurances of the proposed engagement for services, but may withdraw an offer of employment if the individual cannot be employed under U.S. Immigration Law.

## **ARTICLE V --- ENGAGEMENT OF MUSICIANS**

1. Roster and Right of First Refusal. A roster of Contract Musicians identifying such musicians by name, position and instrument, is attached to this Agreement as Exhibit 2. This Roster includes both probationary and regular musicians employed by the Opera. The Opera shall engage musicians, in roster order, to cover the instrumentation as required by the score chosen by the Opera. Each Contract Musician shall have the right of first refusal to accept any offer of employment made by the Opera pursuant to the terms of this Agreement. Contract Musicians shall have right of first refusal for all services produced by, presented by or with monies administered by the Opera. Vacancies and additions to the Roster of Contract Musicians shall be filled in accordance with the audition process set forth in this Agreement. As vacancies occur, and are filled, this Exhibit 2 shall be updated by the Opera, and a copy of the revised Exhibit 2 shall be provided to the Union.
2. No musician shall be asked nor required to perform a part scored for another instrument.
3. Musicians shall be engaged by a Subsidiary Musician's Agreement (hereinafter "SMA"). Each SMA shall contain the musician's position with the orchestra, the instrument(s) on which the musician shall perform, compensation to be paid and a list of the venue, dates and time of services for which the musician's instrument(s) shall be required for the season's services. This shall be an offer of employment by the Opera.
4. The SMA, once countersigned by the musician and the Opera as provided herein, shall constitute a contract between the Opera and that individual. SMAs shall not contain less favorable wages, terms and conditions than this Agreement.
5. SMAs shall be issued to all musicians emailed no later than May 1 prior to the commencement of each season. Each musician shall sign and return one copy of the SMA emailed no later than June 1, indicating he/she is available for the season's services. Copies of the executed SMAs shall be sent to the Union within thirty (30) days.

The Opera will send an email to all musicians who have not responded already no later than seven (7) days before the June 1 deadline and copy the Union on that email. Any musician who fails to provide written notification of acceptance of an SMA by June 1 will be considered to have declined the SMA.

6. If the Opera chooses to issue an SMA to a musician that offers work for four (4) opera productions in the next season, the musician must accept work for three (3) of the four (4) operas or all four (4) operas within the time frame noted in paragraph 5 above to be engaged by the Opera under the SMA. If such musician offers to accept work for two (2) or fewer of the four (4) operas, then the SMA may be entered into or withdrawn by the Opera in its sole discretion. Similarly, if the Opera issues an SMA to a musician for work on three (3) operas in the coming season, that musician must accept work for two (2) of the three (3) operas or all three (3) operas to be engaged by the Opera under the SMA, or again, it may be withdrawn by the Opera in its sole discretion. If a musician does not accept sufficient work as outlined above, and if the Opera chooses not to offer an SMA to that musician for that year, the musician must accept an SMA in the following season to retain his/her status as a regular member of the orchestra. Failure to enter into an SMA in two (2) successive seasons, without otherwise receiving appropriate leave or permission in writing from the Opera, shall result in the musician either being offered an SMA on probationary status in the third year, or the Opera declining to issue any further SMAs to that musician, in the discretion of the Opera. Finally, if the Opera issues an SMA to a musician only offering work in two (2) operas or fewer in the coming season, the employee may decline work for one (1) or both of those operas without affecting his/her status as a regular member of the orchestra for succeeding years.
7. For productions previously scheduled including those in the SMA, notification of a change in the time or date of service(s), or additional service(s), shall be made by email to the affected musicians as soon as the modification is confirmed. Musicians shall be expected to attend such service(s) unless a) the musician has a prior commitment and notifies the Opera of the details of this conflicting commitment, in writing by email, within five (5) days of the date of the receipt of the email notifying of the change, or b) if less than five (5) days' notice is given, the musician similarly provides such details within a reasonable time. In case of proper notice of such conflict, the musician(s) shall be excused without penalty.
8. Requesting releases from single services within a production.
  - (a) Musicians may request that the Opera release them from attending single services at any time according to the guidelines outlined below in this section.
  - (b) Concurrent with the return of the SMA by musician and until six (6) weeks prior to the first service of a production, musicians may request to be excused from a service other than dress rehearsals or performances. Such request shall be accompanied with a written explanation detailing the nature of the reason for the requested excuse. The Opera will consider such requests on a case by case basis which may be granted based on the artistic requirements of the Opera in the discretion of the DMR

and inform each musician of approval or denial of the release request in writing, usually by email. Requests for releases which accompany the SMAs will be accepted or denied by the Opera by June 15. All subsequent requests for releases will be accepted or denied within ten (10) days of receipt by the Opera. Such requests shall not be unreasonably denied. Any musician whose request was denied, has ten (10) days to inform the Opera whether that musician wants to accept the production without the release, or decline work on the entire production. If by declining the entire production the musician no longer fulfills the minimum acceptance requirement as outlined in the Article, the Opera may withdraw the SMA as outlined above. Musicians are encouraged to make requests for releases as early as possible for scheduling purposes.

- (c) With the exception of illness or death in the family, no musician may cancel an accepted service with less than six (6) weeks' notice without the written approval of the Opera. Such requests for release (not involving death or illness) will be granted in the sole discretion of the Opera. Musicians may be required to provide medical certifications from a physician supporting the absence if due to an extended illness, and/or obituary or notice of death as necessary.
- (d) All correspondence and information to and from musicians regarding this Article V Section 8 will be held confidential by the Opera, Local 655 and the Orchestra Committee.

- 9. For new productions not previously scheduled in the SMA or otherwise, written notification of the venue, dates, and times shall be provided to each musician as soon as possible but not later than six (6) weeks in advance of the first service. Musicians shall notify the Opera of their availability at least six (6) weeks in advance of the first service. If the possibility of additional services arises with less than six (6) weeks' notice, the Opera shall discuss same with the Orchestra Committee as expeditiously as possible, and the inability of any musicians to perform such services shall not affect such musicians' status in any manner.
- 10. Any musician(s) cancelled from a service less than six (6) weeks prior to such service shall be compensated for that service.
- 11. Sabbaticals. After three (3) consecutive seasons of regular employment, a sabbatical for one (1) season, if requested by June 1 (prior to the affected season), shall be considered on a first come-first served basis, and approval of such sabbatical shall not be withheld unreasonably. All written requests must specify commencement and return dates. Consideration shall be given to whether sabbatical has been requested or granted for one or more other musicians in the same section and whether, in the opinion of the DMR, the musical quality of the section will be affected adversely. A request for sabbatical made after June 1 shall be subject to approval by the Opera on a case-by-case basis. A musician taking a sabbatical shall notify the Opera in writing of his/her desire to return no later than April 1 during the season in which the sabbatical occurs. The Opera shall send an email reminding those musicians on sabbatical of the April 1 intent to return deadline via email

by March 1 during the season in which the sabbatical occurs. If a musician on a sabbatical does not notify the Opera by April 1 (of their decision to return) the musician shall be deemed to have resigned from the orchestra.

12. Move-Up. During absences of titled chair musicians, musicians shall move up as noted herein:

Titled Assistant positions will move up into the Principal Chair. Section musicians automatically move into the titled Assistant position except not into the Principal Chair.

13. Substitute and Extra musicians shall be engaged by the Opera for performances as follows:

a. A substitute musician shall be defined as a musician who is hired temporarily in the absence of a roster musician. An Extra Musician is a musician who is hired to expand the size of the orchestra based upon the needs of the production. Substitute and Extra Musicians shall be engaged as required upon return of the SMAs and thereafter, which engagements are to be initiated within forty-eight (48) hours of the time that the need for such musician arises. The Opera shall send all Substitutes and Extra SMAs to the Union within ten (10) days of execution. Updated ranked substitute lists shall be sent by the Opera to the Union after consulting with the Principal of each respective section as soon as possible and updated whenever modifications are made.

b. Substitute section musicians, Substitute Assistant Principals and Extra section musicians shall be engaged from the ranked and updated list established as follows: The Principal of each respective section initially will create a list and may subsequently propose modifications to this list. The DMR will review this proposed list and, after communicating with the appropriate Principal, will finalize that list. Once the list is established, the DMR will approve any suggested list modifications from a Principal, and may add or remove players from the list, and/or reorder the list, according to his/her musical judgment. Substitute work shall be offered to musicians in the order in which they appear on the agreed list. Substitute section musicians may be seated in the vacant chair they are filling, and not necessarily at the back of the section.

c. If a Principal Chair cannot be filled by Move-Up as noted in Number 12 above, then Substitute Principal Musicians shall be engaged from the ranked and updated list established by the DMR after consulting with the Principal of each respective section.

## **ARTICLE VI --- SERVICES**

1. A service shall be defined as a unit of work upon which wages are based. Each rehearsal and each performance shall be considered one (1) service.



2. Duration of Services shall be as follows:

OPERA SERVICES

Rehearsals: Three (3) hours in length.

Dress rehearsals: Three and one half (3½) hours in length.

Performances: Three and one half (3½) hours in length.

SYMPHONIC/CONCERT

(Galas, Films, Vocal Competition, Similar Concert Events):

Rehearsal or Performance: Two and one half (2½) OR Three (3) hours in length, as notified in advance.

Any encroachment of time beyond the service times noted above shall be considered overtime.

3. Breaks

- a. Breaks during Opera Services shall occur, during the course of the service at a time deemed appropriate by the conductor, as follows:

Three (3) hour services: twenty (20) minutes

Three and one half (3½) hour services: twenty-five (25) minutes

- b. Breaks during dress rehearsals (including those with audience) typically shall occur during intermission breaks between some (though not necessarily all) acts of an opera. Breaks during dress rehearsals may be twenty (20) minutes in length with five (5) minutes taken at the end of the dress rehearsal in the form of an early dismissal provided that the intention to do so is announced at the beginning of the dress rehearsal. Breaks during performances shall occur at intermissions and, if an opera has two (2) or more intermissions, it is possible that each intermission may be shorter than twenty-five (25) minutes, but no less than fifteen (15) minutes. The orchestra shall not rehearse or perform beyond one hundred and five (105) minutes without a break, except when an act in an opera or a full opera performed without intermission runs longer than that time. Regarding operas of three (3) hours or less, a single break during performance shall be no less than twenty (20) minutes. If the rehearsal or performance exceeds the time limits in this section, overtime shall be paid in fifteen (15) minute increments.

- c. Breaks during symphonic/concert services shall occur, during the course of the service at a time deemed appropriate by the conductor, so that the orchestra does not rehearse or perform beyond ninety (90) minutes without a break, with the following exception: in the case of a performance having a total duration of up to one hundred and five (105) minutes, the performances may be arranged without a break. Prior notification of this circumstance shall be given to the Orchestra Committee. Regarding symphonic/concert services, the break shall be no less than fifteen (15) minutes in a two and one half (2½) hour service and no less than twenty (20) minutes in a three (3) hour service. If a rehearsal or performance exceeds the time limits in this section, overtime shall be paid in fifteen (15) minute increments.

4. Scheduling of services:

- a. There shall be at least twelve (12) hours between the conclusion of an evening service and the commencement of a service the following day, with the exception of educational performances.
- b. No service shall commence before 10:00 A.M.
- c. No more than two (2) services shall be scheduled in any one (1) day.
- d. There shall be a break of at least one and one half (1½) hours, but not more than two and one half (2½) hours between services on days in which two (2) services occur.
- e. On days with two (2) performances (other than educational services) the total service time of the day shall not exceed six (6) hours. A per-diem of \$25.00 cash shall be paid to all musicians. There shall be a limit of two productions that this Article VI Section 4.e shall be permitted during the Term of this Agreement.
- f. For the purposes of determining the duration of a service, the scheduled call time shall be the commencement of a service. Rehearsals may be extended without prior notice. A musician unable to perform an extended service will not be penalized or compensated for the period of extension.
- g. No more than eight (8) services shall be scheduled during any one (1) week, except for the week of the Gala or Family Performance.
- h. A week shall be defined as Monday-Sunday.
- i. Musicians may be expected to be in their seats five (5) minutes before the commencement of a service so that the service may begin in a timely manner. Each musician is expected to be in the pit or onstage, as appropriate, at least five (5) minutes prior to the scheduled commencement of each service. Any musician failing to adhere to the above without a valid excuse may be issued a written warning, with copies being provided to Local 655 and the Orchestra Committee. After four (4) such warning letters in a twelve (12) month period, a musician may be subject to discipline under this agreement. If a musician is late for any service or part of a service, without being excused for such tardiness by the Opera, a deduction or fine may be made from their compensation for that portion of tardiness after the scheduled commencement time of the service. Deductions under this provision shall be in fifteen (15) minute increments based upon the affected musician's individual service rate.
- j. In the event of minor delay in a service due to circumstances beyond the control of the Opera, such as Acts of God, severe weather, transportation and/or construction problems, technical failures, etc., subject to the approval of the Orchestra Committee, up to fifteen (15) minutes may be added to the service without incurring an overtime penalty.
- k. Force Majeure.  
Should the Opera cancel a service(s) due to an Act of God, riot, any act of any public authority or any other Cause beyond the control of the Opera

(collectively, "Force Majeure"), musicians shall not be compensated for the cancelled services. If one or more services of a series is cancelled due to Force Majeure, the musicians shall be compensated for all services actually worked.

5. Educational performances. Each orchestra member that performs at educational performances will receive a per diem of \$25.00, which per diem will be paid in cash. As to educational performances scheduled for the Broward Center For The Performing Arts, all orchestra members who reside outside of Broward County shall be paid a flat fee for mileage of \$15.00 for their round trip expenses. If an educational performance is ninety (90) minutes or less in length, then the performance shall be considered to be a 2½ hour service. If an educational performance is over ninety (90) minutes but less than one hundred and five (105) minutes in length, then the performance shall be considered to be a 3 hour service. If an educational performance is over one hundred and five (105) minutes, but less than one hundred and twenty (120) minutes in length, then the performance shall be considered to be a 3½ hour service. Educational performances shall not be more than one hundred and twenty (120) minutes in length.
6. Family Opera or Family Performance. Each orchestra member that performs a Family Opera or a Family Performance shall receive a per diem of \$25.00, which per diem shall be paid in cash. All Family Operas or Family Performances shall occur in the following manner:

The Family service will be three (3) hours in length. There will be a cut marking session, followed by a rehearsal, followed by a break of thirty (30) minutes, followed by the Family Opera or Family Performance.

While musicians shall have access to the performance area no later than thirty (30) minutes prior to commencement of the service on the day of the Family Opera or Family Performance, musicians shall make every effort to remain quiet so as not to disturb the piano rehearsal until that concludes.

Family Operas or Family Performances shall be exempt from the provisions contained within Article VI Section 4.e of this Agreement when performed during the same day as an Opera performance.

The Opera shall distribute the cut list for the Family Opera or Family Performance no later than the first rehearsal of the production in which the Family Opera or Family Performance occurs.

## ARTICLE VII --- SCALE WAGES

1. From June 1, 2023 through May 31, 2026:

### 2023 – 2024 Season

#### Job Classification

#### **Wages--Concert 2.5 hours**

Section Musicians	\$150.23
Assistant Principals	\$165.25
Principals	\$187.79
Concert Master	\$300.46

#### **Wages--Rehearsal 3 Hours**

Section Musicians	\$180.26
Assistant Principals	\$198.29
Principals	\$225.33
Concert Master	\$360.52

#### **Wages--Full Dress Rehearsal and Performances (including Family) 3.5 Hours**

Section Musicians	\$210.32
Assistant Principals	\$231.35
Principals	\$262.90
Concert Master	\$420.64

### 2024 – 2025 Season

#### Job Classification

#### **Wages--Concert 2.5 hours**

Section Musicians	\$160.75
Assistant Principals	\$176.83
Principals	\$200.94
Concert Master	\$321.50

#### **Wages--Rehearsal 3 Hours**

Section Musicians	\$192.88
Assistant Principals	\$212.17
Principals	\$241.10
Concert Master	\$385.76

**Wages--Full Dress Rehearsal and Performances (including Family) 3.5 Hours**

Section Musicians	\$225.04
Assistant Principals	\$247.54
Principals	\$281.30
Concert Master	\$450.08

**2025 – 2026 Season**

Job Classification

**Wages--Concert 2.5 hours**

Section Musicians	\$168.79
Assistant Principals	\$185.67
Principals	\$210.99
Concert Master	\$337.58

**Wages--Rehearsal 3 Hours**

Section Musicians	\$202.52
Assistant Principals	\$222.77
Principals	\$253.15
Concert Master	\$405.04

**Wages--Full Dress Rehearsal and Performances (including Family) 3.5 Hours**

Section Musicians	\$236.29
Assistant Principals	\$259.92
Principals	\$295.36
Concert Master	\$472.58

The scale wages for Assistant Principals is 10% over section scale wages, for Principals 25% over section scale wages and for the Concertmaster 100% over section scale wages.

2. Doubling --- performing more than one instrument in a service or an instrument in a service which is not the musician's primary instrument, as directed by the conductor, will be compensated at 15% of individual scale for the first additional instrument and 10% for each subsequent instrument. In the percussion section, doubling shall be performing an instrument in more than one of the five percussion families --- general percussion; drum kit (trap set); timpani; mallet instruments (marimba, glockenspiel, etc.); and Latin drums.
3. Overtime --- one and one half (1½) times individual scale, paid in fifteen (15) minute increments. Rehearsals (dress or regular) may have a one (1) minute grace period at the conclusion of the service if necessary to complete a movement or act.

4. Cartage --- as reflected by Exhibit "1" attached to this Agreement with a cartage fee to be paid for one load---in and one load---out for each different venue or location of a service during an opera production, except for the following instruments which will be paid on a daily basis: tuba, cimbasso, string bass, contrabassoon and contraclarinet.
5. Mileage --- No mileage shall be paid for services in Palm Beach County. Mileage will be discussed on a case-by-case basis for out of county services.
6. Pension --- On behalf of each musician covered under this agreement (whether union members or not), the Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM---EPF) an additional amount equal to 10% of all scale wages earned under this Agreement, including all librarian supplements paid to musicians, excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. This accounting shall be copied to the Union. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred. As a contributing employer to the AFM-EPF, the Association agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund. Effective June 1, 2019 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and amended on June 27, 2016, and updated in June 2018 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

The Employer will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.
7. Banda --- Musicians who perform on stage level, either behind the scenes or in view of the audience, and also are engaged in the pit for that particular opera will receive an additional 15% above their scale wages, for each service that they perform Banda parts in that particular opera. Musicians who are hired solely for Banda will be compensated at scale wages set forth above.
8. Payment Schedule --- Unless given to musicians by the final performance of each series, compensation, by check, shall be mailed to all musicians by the next regular biweekly company payroll cycle following the final service of each series. Requests for variances will not be unreasonably denied by the Union.
9. Maximum Use Of Personnel --- The Opera, the Union and the Orchestra Committee shall endeavor to increase the exposure of the Opera by new productions, types of

performances, and development of other creative opportunities for use of musicians which result in additional services.

10. New Year's Eve --- Any service taking place after six o'clock P.M. on December 31st shall be paid at one and one half (1½) times each musician's individual scale.
11. Librarian Supplement --- In addition to their other compensation as a musician set forth above, those Contract Musicians who are assigned duties as a librarian by the Opera shall be paid for staged or concert opera productions and other full orchestral productions including but not limited to gala concerts, opera aria concerts, vocal competition concerts, and symphony concerts: \$2,309.69 per production. For productions involving fewer musicians than the full orchestra, such as but not limited to string quartets, chamber ensembles, gala concerts, accompanying educational programs in schools and similar productions, etc.: an amount to be agreed upon between the Librarian and the Opera per production. The librarian supplement shall constitute scale wages subject to pension contributions as set forth in Article VII Section 6 above and changes in the supplement in each year will mirror the change in scale wages, if any.

## **ARTICLE VIII – AUDITIONS**

1. All vacancies shall be filled by audition. All auditions shall be held subject to the availability of the DMR.
2. The Audition Committee shall consist of the following members of the orchestra.  
  
Principal vacancy --- All related Principals plus related section musicians to total five (5) musicians.  
  
Section vacancy --- Principal of section, one (1) Principal from a related section, three (3) section musicians. Except for the Principal of the section being auditioned, the members of the orchestra if available or the Orchestra Committee shall select the remaining members if the orchestra is not in session, in collaboration with the DMR. The Orchestra Committee shall select alternates. Each audition committee-member shall be compensated at the rate of seventy-five dollars (\$75.00) per day for auditions. In addition, each audition committee member shall also receive a per diem of \$25.00 for auditions lasting longer than six (6) hours, which per diem will be paid in cash. Membership on multiple audition committees on the same day shall not require additional payment if the audition is for an instrument in the same instrument family. Both parties will make every effort to have the preliminary round and the final round occur on the same day and in the same location.
3. Principals of all sections shall create an audition list(s) for their section. Prior to the advertisement of an audition, the Principal of the section to be auditioned or section musician(s) not auditioning shall update the repertoire list for the instrument in consultation with the DMR. All repertoire lists shall be finalized by the time of announcement.

4. Vacancies shall be advertised in the Local 655 newsletter, *The South Florida Musician*, or by mail using Local 655 addresses, at least two (2) months in advance of the audition date.
5. Just prior to each audition, the Audition Committee and DMR shall meet to discuss the repertoire to be heard in each round.
6. All auditions shall be held behind a screen. Regular members of the orchestra shall automatically advance to the finals.
7. The DMR or a majority vote of the Audition Committee may advance a candidate to the finals.
8. A majority vote of the Audition Committee shall constitute a recommendation to the DMR with regard to the winning candidate. In the event of a disagreement between the DMR and the Audition Committee as to the winning candidate, the DMR may override the Committee's recommendation and new auditions will be scheduled. When positions are filled through the audition process by a musician who is already a regular member of the orchestra and such person either is elevated to a Principal position or to higher seating within his/her section, this musician will be in a probationary status in that position for the first season, but his/her status as a regular member of the orchestra shall not be affected. If this individual does not successfully perform in that position during this first full probationary season in the opinion of the DMR, the musician would not be in jeopardy of losing his/her status as a regular member of the orchestra, but would be returned at the end of this season to the position and/or title that he/she previously held. All decisions regarding this Article VIII Section 8 are not subject to the grievance procedure.
9. Replacement musicians may be hired on an appointment basis by the Opera for no more than one season as follows:
  - a. When emergency or unforeseen circumstances occur;
  - b. When temporary vacancies are created by leaves of absence; or
  - c. To delay holding an audition for a period of time not to exceed one season.
10. A substitute or extra musician, who has shown himself or herself to be an asset to the orchestra, may, at the request of the DMR or the relevant Audition Committee, and with the written approval of the DMR and four (4) out of five (5) musicians on the Audition Committee, be appointed as a regular member of the orchestra without the necessity of an audition. A musician appointed in this manner shall be required to serve the standard probationary period as described in Article X.
11. A designee of the Union and/or the Opera shall not communicate with any candidate during the auditions. A designee of the Union may attend the auditions to observe the process, but shall not participate in any deliberation.



## **ARTICLE IX --- ELECTRONIC MEDIA**

1. Except as provided below, no service or any part thereof, shall be captured, reproduced or transmitted in any manner or by any means by the Opera or by any other person(s) under the control or direction of the Opera in the absence of a specific written agreement with the AFM relating to and permitting such capture, reproduction or transmission. In the event any service is captured, reproduced or transmitted by the Opera, the Opera agrees to enter into and fulfill all conditions required by the appropriate AFM agreement, including but not limited to the payment of prevailing wages and allied fringe benefits. This Article IX may, at the option of the AFM, be enforced under the Grievance and Arbitration procedure or in any court of competent jurisdiction.
2. With prior notification to the musicians and the Union, the Opera may capture or cause to be captured up to fifteen (15) minutes of any rehearsal or performance of which up to three (3) minutes may be used for the purpose of promoting the organization on television or radio news, an internet website, or similar programs.
3. The Opera without additional compensation may make an archival audio and video capture of performances, which shall remain in the control of the Company. Archival captures may (without further permission of the AFM or Union) only be used as follows:
  - a. For submission as part of a grant application when the grantee requires the submission of such a tape upon application.
  - b. Radio and television commercial announcements promoting the season or an individual opera or performance.
  - c. One broadcast of a performance over a local public broadcast network. The costs of one or more additional broadcasts shall be negotiated with the Business Representative of AFM, Local 655.
  - d. If a performer who performed previously for the Opera is returning, and the Opera wishes to use archival captures to promote this upcoming performance, AFM Local 655 agrees to afford the Opera more flexibility in use of such captures.
  - e. Use of archival captures for educational programs will be coordinated with AFM, Local 655, and requests for such use of these captures will not be denied unreasonably.
4. In the event any of the aforementioned captures are used beyond the scope set forth above the employer shall be responsible as set forth in Number 1 above.
5. The Union shall be notified in writing in advance of any of the aforementioned uses of archival captures.
6. A roster of personnel performing on any service that is captured shall be placed with each capture and filed with the Union as soon as possible after the conclusion of the service that has been captured.

7. No captures shall be used as evidence against any musician in any discharge or demotion proceeding. No captures shall be used to replace the use of live musicians, except where electronic effects or music are required by the score to achieve a desired effect.

## **ARTICLE X --- PROBATION / NON-PROBATION/ RESEATING / TERMINATION**

1. The Union shall be copied on all disciplinary correspondence between the Opera and musicians.
2. Probation. The first full season of a musician's contractual employment shall be considered probationary. The DMR, or designee, will consult with the relevant audition committee prior to granting or denying regular member status to a probationary musician. A probationary musician not given written notice of non-re-engagement by May 1 (which notice need not state a reason for the decision) shall be considered a regular member of the orchestra and issued a non-probationary SMA for the next season. The merits of such decision shall not be appealable under the Grievance Procedure in Article XII, or otherwise. It is understood that any probationary musician who is not re-engaged shall be free, if he/she desires, to audition for future openings in the Palm Beach Opera Orchestra.
3. A regular musician cannot have his/her position with the orchestra changed (reseated) or be terminated except for demonstrated, consistent and un-remedied failure of musical performance or for just cause regarding non-musical behavioral or non-musical work issues, both as outlined below.
4. Dismissal or Reseating for Musical Performance.
  - a. A regular musician whose musical performance is considered by the DMR to be deficient enough to warrant termination or reseating shall be sent a written notice to terminate or reseat, by a delivery method that requires a signature, by no later than May 1 of the current season.
  - b. If a musician disputes the action of the DMR as set forth in Number 4.a above, the musician shall have the right to elect either to appeal such decision under Article XI to the Appeals Committee or under Article XII to the Grievance and Arbitration Procedure. Appeals to the Appeals Committee must be made in writing to the Union, which shall notify the Opera, no later than fourteen (14) days from the date of the postmark of the notice to terminate or reseat, or, no later than fourteen (14) days in writing to the Opera pursuant to the grievance procedure.
  - c. There shall not be more than one (1) person acting as DMR to enact and administer the entire process outlined in this Article X Section 4.
5. Dismissal or Discipline for Non-Musical Cause.
  - a. The Opera may discipline or dismiss a regular or probationary musician for just cause.
  - b. In the event that the Opera wishes to discipline or dismiss a regular musician for

non-musical just cause, the Opera shall give him/her written notice to that effect, stating the reasons therefore, and shall simultaneously mail a copy of the notice to the Union and the Orchestra Committee. A musician's discipline or dismissal may be effective immediately. If grieved, and if the grievance is sustained, the musician may be reinstated with or without back pay, as directed by the Arbitrator pursuant to Article XII.

- c. In the event that the Union wishes to appeal this discipline, or dismissal for non-musical concerns, it may do so by notifying the Opera's General Director, or designee, in writing of the grievance on a grievance form pursuant to the procedures and time periods set forth in Article XII. Disciplinary actions under this subsection shall not be appealable to the Appeals Committee under Article XI.
- d. In the event that the Opera wishes to discipline or dismiss a probationary musician for non-musical just cause, the Opera shall give him/her written notice to that effect, stating the reasons therefore if the Opera so decides in its discretion, and shall simultaneously mail a copy of the notice to the Union and the Orchestra Committee. A probationary musician's discipline or dismissal may be effective immediately, and shall not be grievable under Article XII, Grievance and Arbitration.

## **ARTICLE XI --- APPEALS COMMITTEE --- MUSICAL PERFORMANCE**

1. There shall be an Appeals Committee of nine (9) regular members of the Orchestra to be established as follows:
  - a. Three (3) members shall be appointed by the Opera.
  - b. Three (3) members shall be appointed by the Orchestra Committee.
  - c. The six (6) members thus appoint two (2) additional members.
  - d. In the event the Appeals Committee is called upon to function, the eight members of the Appeals Committee will appoint a temporary ninth (9th) member whose duties will be limited to participating in the particular case to which he/she is appointed.
  - e. The temporary ninth (9th) member will be the Principal player from the section from which the musician has requested appeal, except that when the appellant is a Principal, then the person appointed will be the Principal of the section that is instrumentally most closely related to the appellant's section.
  - f. No musician who is subject to proceedings for dismissal for artistic reasons or who has given notice of resignation will serve on any Appeals Committee and the member shall be replaced by his/her respective original appointers.
  - g. All appointments to the Appeals Committee for the ensuing Season will be completed no later than the final service of each Season's first production.
2. Within thirty (30) days of receipt of a request for appeal, the Appeals Committee shall convene a meeting. At this meeting, the Appeals Committee shall hear all testimony. After discussion, the Appeals Committee shall vote, by secret ballot, to uphold or oppose

the decision of the DMR to terminate based on this musical performance related issue. The decision of the Appeals Committee shall be final and binding on all parties. No performance shall be required by the appellant, nor shall any tapes be used against the musician.

## **ARTICLE XII --- GRIEVANCE AND ARBITRATION**

1. Disputes that arise during the term of this Agreement shall be resolved as follows:
2. The grievance process begins upon presentation to the other Party of a written description of the dispute, which must be presented no later than twenty-one (21) days from the action/event being grieved (or reasonable knowledge thereof) or prior to the next performance, whichever is longer. The grievance may be filed on a grievance form. The written grievance must identify the specific provisions of this Agreement the party believes were violated, must contain a general statement of the facts at issue, and propose a possible remedy of the dispute. Then, the parties (or their designee) shall convene (within twenty-one (21) days of receipt, or if mailed, of the postmarked grievance form) to adjust the grievance. If no written resolution is achieved within twenty-one (21) days after this grievance adjustment meeting, the Union or the Opera may submit the grievance to arbitration as set forth herein. The parties will then within twenty-one (21) days attempt to select a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator, then the following procedures shall be utilized.
3. In the event that the Union or the Opera are unable to agree upon an arbitrator, then they shall immediately request the Federal Mediation and Conciliation Service to submit to them a panel of seven (7) arbitrators. The impartial arbitrator will be chosen from said panel by the Opera and the Union alternately striking names from the list of proposed arbitrators with the first strike to be determined by a coin toss. The arbitrator(s) shall conduct a hearing within thirty (30) days of appointment and shall render a written opinion no later than fifteen (15) days from the date of the hearing. The hearing may be transcribed by a court reporter and the arbitrator(s) may, if he/she/they so choose, issue an opinion and award on the record at the close of the hearing. The prevailing party shall be decided by a majority of the arbitrators if a panel is utilized.
4. The Arbitrators' decision shall be final and binding.
5. The administrative costs (re: arbitrator's fees and expenses and the cost of any transcript) of the arbitration shall be borne by the non-prevailing party.

## ARTICLE XIII --- WORKING CONDITIONS

### 1. Dress Code

#### Pit Evening:

Black tie / tux [or]

Long-sleeved, long (to ankle) black dress or flowing pants

#### Pit Matinee and Onstage Matinee:

Long- or short-sleeved (no sleeveless) black top, long (to ankle) black dress or pants

#### On Stage Evening:

White tie / tails [or]

Long-sleeved, long (to ankle) black dress or flowing pants and black stockings

#### Other engagements:

Dress code shall be indicated in logistics email or musicians will be notified.

For Pit or On Stage services, attire may not include t-shirts, jeans or sneakers.

2. Musicians shall have access to the performance area at least thirty (30) minutes prior to the beginning of each service.
3. The Opera agrees to endeavor to provide a safe and comfortable work environment, which includes: adequate space, proper lighting, functionally operable stands and chairs and suitable temperature control devices to make best efforts to maintain an indoor temperature between sixty-eight (68) and eighty (80) degrees. The Opera shall ensure that the workplace is safe and will regularly consider, during staging, any hazardous condition that might carry over into the pit or other musician's performance area(s) and so advise musicians in advance of the use of special effects and sound effects (e.g., gunshots, fog, smoke, etc.).
4. All service venues shall allow ample space and tables for unpacking and packing of instruments and personal belongings.
5. A performance shall be officially concluded as follows. If a pit performance concludes within the service time, musicians shall remain until the conductor leaves the stage after his or her curtain call. If staying after the last note of the music is played as noted immediately above would exceed the service time, requiring overtime compensation, and if overtime has not been authorized in advance, the musicians are free to leave in a discreet and professional manner. A service shall be officially concluded in a rehearsal when the conductor indicates to the orchestra that he/she is done.
6. Musical Score -- Music shall be available to all musicians at least two (2) weeks prior to the first service of each production, except for the vocal competition. The Principals shall be responsible for the placement of the appropriate bowings prior to the distribution of the music.
7. The Opera agrees to work with the Union regarding the use of stand lights at all services (subject to safety concerns related to the venue), and to assist with the loading of

percussion instruments. The Opera will use its best efforts to discuss reserved parking with the venue, but cannot unilaterally commit to providing same.

#### **ARTICLE XIV --- TOURS AND RUN-OUTS**

Tours and Run---Outs shall be negotiated on a case-by-case basis. No Tour or Run-Out shall occur if agreement cannot be reached. The parties agree to use their best efforts to secure and agree upon the terms of additional potential services through tours and run-outs.

#### **ARTICLE XV --- NO STRIKE --- NO LOCKOUT**

During the term of this Agreement the Opera shall not lock out any of the employees and there shall not be any strike authorized or engaged in by the Union or the employees. Notwithstanding the above, no employee shall be discharged or otherwise disciplined for refusing to cross an authorized strike picket line of the AFM or Local 655 regarding a primary labor dispute, nor shall any employee be required to provide services for an employer or purchaser with which Local 655 or the AFM is involved in a dispute.

#### **ARTICLE XVI - NON-DISCRIMINATION**

The Opera shall not discriminate against any musician on the basis of race, color, religion, sex, sexual preference, age, national origin, union activity, or any other category protected under local, state or federal law.

#### **ARTICLE XVII - BINDING EFFECT OF AGREEMENT**

This Agreement shall be binding upon the Opera, the Union, and any successor, assignee or transferee.

#### **ARTICLE XVIII - SEPARABILITY**

Notwithstanding any provision(s) herein contained, regardless of how specific such provision(s) may be, nothing in this agreement is intended to violate any State or Federal statute, rule or regulation. Should any provision herein be illegal, such illegality shall not render this agreement void as a whole and all remaining provisions shall remain in full force and effect.

#### **ARTICLE XIX - MISCELLANEOUS**

Home Practice. The parties acknowledge that continued competency as a performer requires practice on one's instrument beyond regularly scheduled rehearsals. Inasmuch as the Opera cannot and does not provide practice facilities at the Kravis Center or elsewhere, it is further

acknowledged and agreed that musicians are expected to maintain a separate professional practice facility elsewhere.

## **ARTICLE XX – HARASSMENT**


1. It is the Opera’s policy to provide a work environment free of harassment that results in unlawful discrimination. The Opera will not tolerate any form of harassment based upon an individual’s color, race, religion, sex, gender identity or expression, sexual orientation, pregnancy, national origin, age, disability, genetic information, military or veteran status or any other category protected under local, state or federal law.
2. For these purposes, the term “harassment” includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual’s color, race, religion, sex, gender identity or expression, sexual orientation, pregnancy, national origin, age, disability, genetic information, military or veteran status or any other category protected under local, state or federal law. The term harassment also includes sexual advances, requests for sexual favors and other conduct of a sexual nature.
3. Harassment on the basis of color, race, religion, sex, gender identity or expression, sexual orientation, pregnancy, national origin, age, disability, genetic information, military or veteran status or any other category protected under local, state or federal law is defined as conduct which has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.
4. Examples of behavior which could be construed as unlawful harassment include, but are not limited to, the following:
  - degrading any group or class of people;
  - assigning less desirable work or working conditions to members of such protected groups based solely on their group membership; or,
  - treating protected individuals in a demeaning fashion.
5. Sexual Harassment is defined as unwelcome or unwanted physical or verbal sexual advances, behavior or conduct where:
  - submission to the conduct is either an explicit or implicit term or condition of employment;
  - submission to or rejection of the conduct is used as a basis for employment decisions affecting the person doing the submitting or rejecting; or,

- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
6. Examples of behavior that could be construed as unlawful sexual harassment include, but are not limited to:
    - explicit or implicit threats to withhold pay increases, benefits or working conditions in exchange for sexual favors or sexual activity;
    - promises to improve pay, benefits or working conditions in exchange for sexual favors or sexual activity;
    - demands for sexual favors or sexual activity;
    - subtle pressure for sexual favors or sexual activity; or,
    - deliberate, repeated or unsolicited verbal comments, gestures or physical actions of a sexual nature (*i.e.*, lewd or lascivious remarks and unnecessary touching, patting or pinching).
  7. An employee who believes he or another Opera employee has been subjected to discriminatory or harassing conduct should immediately contact the Director of Artistic Administration. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. The Opera has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Director of Artistic Administration, the Director of Finance & Administration should be notified and the Opera will investigate. Employees are required to cooperate in all Opera investigations. Complaints will be handled confidentially, to the extent possible.
  8. Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the Director of Finance & Administration who will ensure that the matter is handled in a timely manner.
  9. Employees are encouraged to report any discrimination or harassment they either experience or observe in keeping with the above procedure, regardless of whether the alleged harassment is being perpetrated by an Opera employee or any other third party.
  10. Under no circumstances will a person be retaliated against for making a good faith report of conduct prohibited by this Policy, opposing conduct prohibited by this Policy, or participating in a related investigation.
  11. Any information obtained by the Opera when conducting an investigation under this section shall be provided to the Union prior to any action to resolve or conclude said investigation.

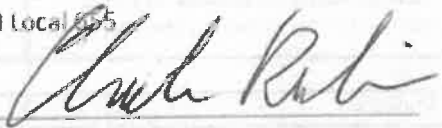


IN WITNESS WHEREOF, the parties have hereunto set their hands this 14<sup>th</sup> day of November 2023.

For Palm Beach Opera, Inc.

By:   
David Walker, General & Artistic Director

For South Florida Musicians Association  
AFM Local 855

By:   
Chas Reskin, President

**Exhibit 1 Cartage**  
**See Article VII Section 4.**

Instrument	Effective 6/1/16	Effective 6/1/23
Accordion, Contra Bassoon, Contra Bass Clarinet, Keyboard, Baritone Sax (If in addition to 2 <sup>nd</sup> instrument), Bass Sax, Tuba	\$15	
Cello	n/a	\$15
Cimbasso	\$15	
Harp		\$80
Organ (Non-portable; ex: Hammond B-3)	\$100	
String Bass		\$25
Amplifier	\$25	
PA System	\$75	
<b><i>Percussion</i></b>	<b><i>Cartage Fee</i></b>	
Bells, Crotales (Set)	\$15	
Bongos (pair with stand)	\$10	
Chimes-Full set		\$75
<i>Chimes-Individual chime note &amp; stand</i>	\$10	
<i>Chimes-Each Additional chime note</i>	\$5	
Congas	\$20 pair	
Concert Bass Drum		\$25
Drums-Club date kit (trap set)	\$40 first 5 pc; \$5 each add'l. drum	
Drums-electronic (mallet keyboard)	\$30	
Gong	\$15	
Gong, Large (over 30 inches)	n/a	\$20
Marimba		\$50
Steel Drums (1 <sup>st</sup> )	\$10	
<i>Steel Drums (Each add'l)</i>	\$10	
Timbales	\$10 pair	
Timpani (1 <sup>st</sup> )	\$30	
<i>Timpani (Each add'l)</i>	\$30	
Vibraphone, Xylophone (Full)		\$40
Xylophone (Pit)	\$20	
Misc individual drums (snare, field, tom tom, etc.)	\$5 each	
Percussion "box" of miscellaneous percussion instruments or hardware (not included above). A "box" should have a volume of approximately 3 cubic feet/5000 cubic inches. (e.g.: a case of similar size to a medium/large suitcase)	First free; each additional \$15	

## Exhibit 2 Roster

Name	Position
Steele, Emma	Concertmaster
Hilgeman Miller, Laura	Co-Concertmaster
Elvira, Rafael	Assistant Concertmaster
Rincón, Antonio	Violin I, seat 4
Raimondi, Tina	Violin I, seat 5
Cheveresan, Monica	Violin I, seat 6
Zhuk, Aleksandr	Violin I, seat 7
Popovski, Simon	Violin I, seat 8
Catalano, Chrystelle	Violin I, seat 9
	Violin I, seat 10
Sandvold, Dale D.	Principal Violin II
Berland, Ruby	Assistant Principal Violin II
Brandon, Wade P.	Violin II, seat 3
Guitart, Renata	Violin II, seat 4
Simmons, Carole D.	Violin II, seat 5
Alisade, Asy	Violin II, seat 6
Seto, Kevin	Violin II, seat 7
Platt, Esther	Violin II, seat 8
Rawls, Scott	Principal Viola
Hebermehl, Karen	Assistant Principal Viola
Bonta Moll, Elizabeth	Viola, seat 3
Perrin, Gregory	Viola, seat 4
	Viola, seat 5
	Viola, seat 6
Glansdorp, Christopher	Principal Cello
Brubeck, Cornelia	Assistant Principal Cello
Yanow, Jody	Cello, seat 3
Kelly, Susannah	Cello, seat 4
Merritt, Aaron	Cello, seat 5
Hayslett, Bryan	Cello, seat 6
Groninger, Mik	Principal Bass
Myhr, Brian D.	Co-Principal Bass
Spangler, Martha	Bass, seat 3
Adkins, Jeffrey	Bass, seat 4
Fuller, Karen	Principal Flute
Larsen, Beth	Flute II/Piccolo
Arnone, Francesca	Flute III/Piccolo
Ohlsson, Eric	Principal Oboe
Hawley, Kendra	Oboe II/English Horn

Forte, Michael	Principal Clarinet
Ellington, Scott G.	Clarinet II
Timmerman, Mark	Principal Bassoon
Winters, Laura	Bassoon II
Peel, David	Principal Horn
Maloveczky, Amy	Horn II
Miller, Gregory	Horn III
	Horn IV
Destito-Stutt, Audrey	Utility Horn
Stoelzel, Richard	Principal Trumpet
Stanley, Brian	Trumpet II
Rawlins, Stephen	Principal Trombone
Rodriguez, Katherine	Trombone II
Lehman, James R.	Bass Trombone
Amis, Kenneth	Tuba
Singer, Michael L.	Principal Percussion
Crawford, Scott	Percussion II
Proctor, Andrew	Principal Timpani
Kemper, Kay	Principal Harp

The titles of Co-Concertmaster held by Ms. Miller, as well as the title of Assistant Concertmaster for Rafael Elvira, shall exist only during their personal tenure in those positions. Once these musicians no longer hold those positions, the First Violin section shall have as titled positions only one Concertmaster and one Assistant Concertmaster, and those other titles shall lapse and no longer be used in this orchestra. The same “grandfather” status exists for the Bass 2, which is linked similarly to the personal tenure of Brian Myhr, whose compensation has been agreed upon to be that of a Principal.

# South Florida Musicians Association

american federation of musicians local 655  
A Century of Professionalism in Music



1915 NE 45 St. Suite 105, Fort Lauderdale FL 33308  
Phone: 954/527-4458  
www.afm655.org info@afm655.org

## Sideletter to CBA between Palm Beach Opera, Inc. and

## The South Florida Musicians Association, Local 655, American Federation of Musicians

The parties agree to allow rotation of seating in the string sections commencing June 1, 2023 to May 31, 2026 and from year to year thereafter unless, no later than sixty (60) days prior to May 31, 2026 (or from May 31 of any subsequent year if renewed), either party notifies the other, in writing, of its intent to modify or amend this Side Letter. This Side Letter shall be implemented as follows:

- Musicians with titled chairs (e.g. “principal”, “concertmaster”, “assistant principal”, etc.) shall not rotate and shall remain seated in their normal positions at the front of each section.
- Rotation shall apply to seating location only. When less than the full complement of string musicians is required, musicians shall first be hired in order of seniority. In subsequent productions with less than the full complement of string musicians, those section musicians not hired in the previous production shall be the first to be hired.
- Substitute and extra musicians shall be seated at the back of each section, behind tenured and probationary musicians.
- Rotation shall be applied as follows (numbers refer to seniority order of nontitled section musicians):

### o Violin 1:

	Opera 1	Opera 2	Opera 3
Stand 2	(titled)-4	(titled)-10	(titled)-9
Stand 3	5-6	6-8	7-10
Stand 4	7-8	9-5	4-6
Stand 5	9-10	4-7	8-5

### o Violin 2:

	Opera 1	Opera 2	Opera 3
Stand 2	3-4	7-5	6-8
Stand 3	5-6	8-3	4-7
Stand 4	7-8	6-4	3-5

### o Viola and Cello:

	Opera 1	Opera 2	Opera 3
Stand 2	3-4	6-4	4-5
Stand 3	5-6	5-3	6-3

- During their probationary year probationary musicians shall be seated on stand 2 for at least one opera production when the DMR is conducting. Should, due to scheduling, the above rotation schedule not coincide with the probationary musicians being seated on stand 2 while the DMR is conducting, the “Opera 1”, “Opera 2”, or Opera 3” seating may be interchanged to accommodate this seating (e.g.

"Opera 2" seating may be used for the first production leaving the "Opera 1" seating to be used for the second production, etc.)

- Should absences of tenured or probationary musicians result in any empty chairs, musicians shall move up sequentially to fill any empty chairs.

Agreed on the 14<sup>th</sup> day of November, 2023.

For Palm Beach Opera, Inc

For South Florida Musicians Association  
AFM Local 655

By:   
David Walker, General & Artistic Director

By:   
Chas Reskin, President