

**Laredo Phil  
 Musician General Contract 2012-2013  
 “Celebrations Season”**

Contract:

1. Musician is contracted for the Concert and the rehearsals as stated in individual emails sent by the Personnel Manager. Only those musicians receiving such email and agreeing to performance as stated in said email is contracted for each specific concert.
2. Minimum guarantee of services: all concerts come with a minimum requirement of two rehearsals. Depending on the program and the instrumentation for particular pieces in the program more rehearsals will be scheduled. For the purposes of this contract all musicians performing in a concert are guaranteed two rehearsals.
3. Program requirements: Not every program requires full instrumentation and thus the Laredo Phil reserves the right to change program and consequently instrumental requirements. Musicians affected by any change of programming will receive 7 days written notification, and will thereafter have no claim to compensation for services not performed.

Payment Schedule:

Musicians are paid a standard amount (see below) for each rehearsal attended and for performing in the concert. Musicians are paid as follows:

	Rehearsal (2.5hrs)	Rehearsal (3hrs)	Rehearsal (1.5hrs)	Concert
Principal Player:	\$62.50	\$75	\$37.5	\$95
Section Player:	\$55	\$65	\$32	\$85
College Student:	\$41.50	\$50	\$25	\$65

Extra Expenses

Cartage: Bass / Harp / Tuba / Contrabassoon	\$20 per travel day*
Cello / amplified instrument	\$15 per travel day*
Per diem for people traveling 50+ miles	\$20 per 2 service day
Travel for people traveling 15+ miles (one way)	\$0.40 per mile **
Doubling	\$20 per concert

\* Cartage applies only once per concert

\*\* Distances will be worked out according to the State of Texas Comptrollers office website

<http://ecpa.cpa.state.tx.us/mileage/Mileage.jsp>

Payment withholdings:

1. The Laredo Philharmonic Orchestra issues direct deposits through Texas A&M International University and is subject to the restrictions imposed by the State of Texas. Musicians who for any reason have a “State Hold” (such as a hold for non-payment of student loans etc) cannot have a check issued to them until either the hold is lifted by the State, or, arrangements are made by the musician with the institute placing the hold have been made and proof thereof is provided to the Comptroller at TAMIU.
2. Musicians requesting a single room in the hotel will have half of the cost of the room per night withheld from their paycheck (\$30). Musicians are required to request a single room no later than 7 days prior to the concert.
3. Musicians who have missed all or part of a rehearsal will have their pay withheld until a revised total pay can be issued by the university. Musicians arriving late for a rehearsal will have \$20 deducted for the first 15 minutes (or part thereof) of tardiness, and \$15 per 15 minute increment thereafter. This rule applies equally to musicians who are scheduled to begin at times other than the beginning of the rehearsal.

Rehearsals:

1. Rehearsals are scheduled by the conductor with a minimum of seven days written notification to musicians. Notification of rehearsal schedule and / or changes thereto may be made via posting to an internet site or email notification
2. All rehearsals will start promptly at the time stated.
3. All rehearsals will end promptly at the time stated. An exception may be requested by the conductor, who may ask for a rehearsal to be extended by no more than 30 minutes, but must compensate the entire orchestra by beginning the following rehearsal later. The conductor **may not** extend or request to extend the final dress rehearsal under any circumstances. In the event the conductor requests to extend a rehearsal, acceptance of this request is only granted by a majority vote of the orchestra.
4. No rehearsal may last longer than 3 hours (including any extension of rehearsal requested by the conductor).
5. Every rehearsal will have a break at or near the halfway point of the scheduled rehearsal. A rehearsal scheduled to last 2 ½ hours will contain a break of 10 minutes no later than 90 minutes after the beginning of the rehearsal as scheduled. A rehearsal scheduled to last 3 hours will contain a break of 15 minutes no later than 90 minutes after the beginning of the rehearsal as scheduled.
6. The Laredo Phil will provide limited refreshments to musicians during scheduled breaks.

Reasonable working conditions:

1. All rehearsals and concerts scheduled will take place in the venue at which the performance will take place. Exceptions will be made for limited rehearsals where the full orchestra is not involved i.e. string sectionals. In such exceptional cases the rehearsal will be scheduled in a suitably designated “Large Ensemble Room” at either the university or the community college.
2. Rehearsals and concerts will be held in venues where the temperature is guaranteed to be regulated between 70 and 80 degrees Fahrenheit at the beginning of each rehearsal. Due to the nature of large spaces and the effects of intense lights the LPO, TAMIU, and LCC are not liable for the specific temperature on the stage. Every effort is made to ensure comfort for all musicians.
3. The LPO is not responsible for the lighting conditions on the stage although every effort – including where necessary the implementation of stand lights – is made to ensure that musicians have enough light on stage to reasonably read their music.
4. Musicians are not required to move music stands or chairs, although assistance to the limited stage crew is greatly appreciated.
5. Musicians are provided sex-specific dressing rooms at all venues. Instrument cases, clothing etc may be stored in these rooms during rehearsals and concerts. However, the Laredo Phil, Texas A&M International University and Laredo Community College accept no responsibility for any items left unattended in these spaces.

Individual Concert Contract: Each musician is responsible for providing the Laredo Philharmonic Orchestra with a signed contract for each concert prior to receiving payment. The LPO may issue the contract electronically and that any electronic acceptance of a contract offer shall carry the full weight of a musician's signature. This individual contract is required by the comptroller to verify the accuracy of payment to musician, and is the musician's opportunity to correct, update, delete information such as address and phone numbers etc.

Independent Contractor: Each musician is an independent contractor and, as such, is responsible for reporting and paying all applicable taxes, including, but not limited to Federal Income Taxes and Social Security and State and Federal Unemployment taxes. Furthermore, this contract is not subject to any agreement with the American Federation of Musicians. Texas A&M International University will issue an IRS 1099 to each contractor earning \$600 or more in a calendar year.

Conduct:

1. Musicians acknowledge that the performance of orchestral music requires the *full cooperation and creative spirit of all musicians*. Musicians therefore agree to participate in all rehearsals and concerts with an open mind, a desire to perform at their best, a willingness to work together with all other musicians, a pleasant and amiable disposition, and a desire to make the rehearsals and concert an enjoyable, productive and artistically satisfying experience for all concerned.

2. Should artistic questions arise during the course of rehearsals these questions should be addressed first to the section leader and / or the concertmaster who may thereafter refer questions to the conductor. Musicians shall not question the authority of the concertmaster or the conductor.
3. Musicians disrupting the process of a rehearsal through such activities as excessive talking, not paying attention to directions, any use of a cell phone or other electronic device, or any other distracting action, will be cautioned by the conductor / Music Director accompanied by the appropriate section leader, or concertmaster, during the next scheduled break in the rehearsal. A musician who wishes to protest this caution may do so in writing within 24 hours.
4. Musicians who have previously been cautioned about their actions who continue to pursue disruptive behaviors will receive a written warning from the Music Director following the rehearsal and within 24 hours of the secondary infraction. Any further continuance of disruptive behavior thereafter will result in notification that the musician is in violation of this contract, and the musician will be invited to meet in arbitration with the Music Director, section leader, concertmaster, and one player's representative chosen by the musician. Should no equitable solution be resolved this contract will be made null and void immediately.
5. The Music Director will exercise all due caution to ensure that no musician is singled out for ridicule or slander of any kind. Furthermore the Music Director will refrain from any action that may cause offense or be deemed discriminatory in any way. Musicians who believe that they have been unfairly treated by the Music Director through word or action should first bring their concern to their section leader and the concertmaster who will arbitrate on the musician's behalf to the Music Director. Any further infraction by the Music Director to that same musician will be deemed an actionable offense and the musician will be justified in filing a written grievance with the Board of Directors of the Laredo Philharmonic Orchestra. Following the filing of a written grievance with the Board of Directors, a panel of five people will be assembled by the Board to investigate the complaint, and formal arbitration discussions will be held between the board of directors, the musician, the concertmaster and two independent musicians chosen by the grievance filer. The Board of Directors will recommend the final settlement between the musician and Music Director.

Attendance:

Musician agrees to be present at and to participate in the concert and all rehearsals for such concert as listed. Musician further agrees that full participation in all specified rehearsals is required for participation in the concert, and further, that they shall not be entitled to payment for any rehearsal or concert (or to travel reimbursements or benefits associated therewith) in which they do not participate. Additionally, failure to perform in any rehearsal or concert as scheduled will nullify any other contracts agreed to.

Cancellation:

The Laredo Philharmonic Orchestra may cancel rehearsals and / or concerts without cause and with seven days prior written notice to me, will not be liable for payment.

Missing concert / Substitutes:

1. Musicians are required to perform all concerts agreed to under the course of this contract. Exceptions will be made for medical reasons, loss of family member, or other such serious, unforeseen circumstances. However, musicians accepting this Season Contract may not miss more than one concert during the course of this contract or the contract will immediately be made null and void.
2. Musicians who accept the terms of the season contract must notify the Personnel Manager with at least 3 weeks written notification prior to a specific concert date, if there is any reason why they cannot participate in a concert. Furthermore the musician should attempt to secure a suitable replacement / substitute who they can recommend to the Personnel Manager.
3. Musicians may not engage a substitute musician without prior written approval from the Music Director via the Personnel Manager. Any attempted assignment of this contract without such prior written consent shall be void and of no force or effect whatsoever.

Recording: Laredo Phil reserves the right to record (both audio and visual) all rehearsals and/or performances for library or non-commercial purposes. Musician agrees to the use of such recordings for non-commercial purposes, including advertising, publicity, re-broadcast and web distribution (in whole or part).

Dress: Required concert dress shall be: (i) for men — black tuxedo, white dress shirt, black bow tie, black shoes, and black socks; (ii) for women — solid black long dress or solid black blouse (long sleeves) and black dress slacks or long black skirt; black shoes and black stockings.

Music:

1. The Laredo Philharmonic Orchestra will provide musicians with all music, or copies thereof, prior to the first rehearsal for each concert. Every attempt is made to ensure that all musicians will have the music two weeks prior to the rehearsals, however, some exceptions may occur.
2. All music and / or copies must be returned to the Laredo Phil immediately after the concert. Any music not returned to the LPO will be charged to the individual musician at the cost of \$25 per missing part. In the case of rented materials the charge will be \$50 per missing part.
3. All music shall be marked with a soft black pencil only.

Insurance indemnification:

Musician agrees to hold harmless and indemnify the Laredo Phil / Laredo Community College / Texas A&M International University against any claim for injuries incurred and/or damage to property, which might occur during travel to and from rehearsals or concerts and during intervals between rehearsals leading up to and during performances.

Sole Agreement:

Musician agrees that this Contract supersedes, replaces and cancels any and all prior statements, negotiations, arrangements, policies, rules and regulations, agreements and understandings, if any, between musician and Laredo Phil.

Housing: The Laredo Philharmonic Orchestra agrees to provide housing to musicians traveling Fifty (50) miles or more on for the period of rehearsal / concert. Musician agrees that housing at the hotel designated by the Laredo Phil management will be for a double room shared with another member of the orchestra. Should musician prefer a single room, musician agrees to inform the Laredo Phil a minimum of seven (7) days in advance and have \$30 per night subtracted from Paycheck for said room.

Amendment of contract: Musician accepts this contract in its entirety and acknowledges that no alteration of the contract is permissible. Specific needs not address in this contract may be addressed to the Personnel Manager in writing. No agreements other than those stated herein will be honored without agreement from both parties in writing.