

Agreement

between

*Austin Symphony Orchestra
Society, Inc.*

and

*Austin Federation of
Musicians*

September 1, 2019 – August 31, 2022

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This Master Agreement (or CBA), effective September 1, 2019, is entered into by and between the Austin Symphony Orchestra Society, Inc., a Texas Non-Profit Corporation, hereinafter referred to as "employer" or "the Society" and the Austin Federation of Musicians, Local 433, American Federation of Musicians, herein-after referred to as "AFM" or "Union." Orchestra members are hereinafter referred to as "musicians." All deadlines measured in terms of days shall be interpreted as calendar days unless otherwise indicated. At the end of six months, all parties to this CBA may meet to resolve matters other than the decrease of wages. An increase in wages above what is set out in this agreement is specifically contemplated by the parties. Additional guidelines for non-Symphonic services may also be worked out by the parties during the term of this CBA. This three-year contract shall apply to all services to be performed by the Austin Symphony Orchestra. In the event that there is no acting Music Director or Executive Director, the Society shall meet with the Orchestra Committee and the Union to mutually agree on how to ensure that all responsibilities under this agreement are covered until the position is filled again.

Section 1. RECOGNITION OF THE AFM

The employer recognizes the AFM as the sole collective bargaining agency for all musician employees.

Section 2. NAME

The name of the Austin Symphony Orchestra or Austin Symphony Chamber Orchestra or references to "musicians from" or "members of" shall not be used without written permission from the Society. Musicians may use Symphony name in resumes, vitas, etc.

Section 3. EMPLOYMENT OF AFM MEMBERS

Pursuant to a Voluntary Dues Check-off Authorization Form, the employer agrees to deduct from the wages of each musician work dues, in such amounts as are uniformly required by the Union and/or the AFM of its members. The Voluntary Dues Check-Off Authorization Form shall be irrevocable for a period of one (1) year or until the expiration of the then current agreement, whichever occurs sooner. This authorization shall automatically renew itself and be irrevocable for successive annual periods unless the employee gives written notice to the union and the employer within fifteen (15) days of the expiration of the annual period or the termination date of this agreement. {The Society shall forward a roster of all musicians employed during the payment period including the number of services paid to each musician at each wage scale position in the orchestra, and dates of all services, broken down by concert series. (Such information will be conveyed to the musician by the Union if a bill for work dues results.) In addition, for each musician for whom work dues is being paid: the musician's name and social security number, and the amount of work dues included.

Section 4. PRINCIPAL AND ASSISTANT PRINCIPAL PERFORMERS

Principal performer, as used herein, is defined as a musician who has won an audition for one of the following titled positions, and who has the corresponding duties and responsibilities of a leader of a section of the orchestra. Principals include:

- | | | | |
|----|-------------------------|----|-----------------------|
| A. | Concertmaster | K. | Principal Bassoon |
| B. | Associate Concertmaster | L. | Principal Trumpet |
| C. | Assistant Concertmaster | M. | Principal Trombone |
| D. | Principal Second Violin | N. | Principal French Horn |
| E. | Principal Viola | O. | Principal Percussion |
| F. | Principal Cello | P. | Principal Timpani |
| G. | Principal Double Bass | Q. | Principal Harp |
| H. | Principal Flute | R. | Principal Keyboard |
| I. | Principal Oboe | S. | Principal Tuba |
| J. | Principal Clarinet | | |

Associate Concertmaster shares a stand with the Concertmaster, and is 1st call to fill in as Concertmaster. Assistant Concertmaster sits 3rd chair and is 2nd call to fill in as Concertmaster.

Assistant Principal performer, as used herein, is defined as a musician who has won an audition for one of the following titled positions, is a non-rotating second chair, and who will assume the musical and leadership responsibilities of a Principal in the Principal's absence. Assistant Principals include:

- A. Assistant Principal Second Violin
- B. Assistant Principal Viola
- C. Assistant Principal Cello
- D. Assistant Principal Double Bass

The current vacancies for Assistant Principal Second Violin and Assistant Principal Double Bass will be filled by announced audition when the 1st A-1 position in the section comes open for audition.

Section 5. SECTION COMPOSITION AND SERVICES

5.1 Service. A service is defined as either one concert or one rehearsal, with the maximum allowable duration before overtime being 2-1/2 hours. A service may be split into a rehearsal and a concert, or two concerts, but shall be compensated at one and one-half (1-1/2) times the individual musician's contracted wage. This clause does not pertain to Educational Symphonic Concerts as outlined in Section 6.2 or to Building Blocks and Children's Day Art Park as described in Section 6.7.

5.2. Minimum Symphonic services. Symphonic services are defined in section 7.1.2(a), below.

Rank A-1 (52 musicians) shall be offered a contract specifying a minimum of 115 Symphonic services and shall include the following positions:

Strings (33 - beginning with the concertmaster) 10-8-6-6-3	
Principal Flute & Flute II/Piccolo I	Principal French Horn & Horn II, III, & IV
Principal Oboe	Principal Trombone & Trombone II
Oboe II/English Horn	Bass Trombone
Principal Clarinet & Clarinet II	Timpani
Principal Bassoon & Bassoon II	Principal Percussion
Principal Trumpet & Trumpet II	

Rank A-2 (13 musicians) shall be offered a contract specifying a minimum of 87 Symphonic services and shall include the following positions:

Strings (13 - the middle group) 3-3-3-2-2

Rank A-3 (21 musicians) shall be offered a contract specifying a minimum of 77 Symphonic services and shall include the following positions:

Strings (11 - the balance of each section) 2-2-2-3-2	
Flute III/Piccolo II	Tuba
Oboe III	Harp
Bass Clarinet/Clarinet III	Piano/Celesta
Contra Bassoon/Bassoon III	Percussion II
Trumpet III	Percussion III

5.3. Seating. The Music Director, after consulting with the section Principal(s), may change the seating of musicians within the string sections (not including the titled positions listed in Section 4), in order to achieve the strongest musical balance. First and Second Violins are considered distinct sections. In the event of a change in seating, the musician shall receive no less than the amount called for in his personal contract. Any musician called upon to perform as Principal or Assistant Principal shall receive Principal or Assistant Principal pay as the case may be, as specified in Section 6. Barring emergency changes, the seating will be set when the music is ready for pickup.

Section 6. COMPENSATION

6.1. Per-Service Pay Schedules.

Pay scale begins Sept. 1 of the first year listed and continues through Aug. 31 of the second year listed. Assistant Principal Scale is 110% of Section Scale. Principal Scale is 120% of Section Scale.

	Section Scale	Assistant Principal Scale	Principal Scale
2019-2020	\$152.25	\$167.48	\$182.70
2020-2021	\$155.30	\$170.83	\$186.36
2021-2022	\$158.41	\$174.25	\$190.09

6.2. Educational Symphonic Concerts. Educational Symphonic concerts (ESC) utilize a full orchestra and include Kinder, High School, and Young People’s Concerts. ESC shall not exceed one hour in length and if given in pairs, they shall be counted as one service and shall be paid at the per-service rate specified in Section 6.1. Concerts played singly shall be paid at the full per-service rate specified in Section 6.1. Rehearsals shall be paid at the per-service rate given in Section 6.1. For ESC only, the Society may schedule a maximum of two days in a week with more than one service, but only one of these days may have a maximum of three services scheduled. In all other cases, overtime must be paid for services exceeding the scheduling restrictions as outlined in Section 6.4.

6.3. Doubling. Season doubling shall be included in the personal contract of each musician involved. In any doubling situation not covered by the above-mentioned personal season contract, musicians who may be required to play more than one instrument shall be entitled to one doubling premium per doubled instrument of 11% over the current per service scale wage for each rehearsal and performance in which doubling occurred.

Doubling combinations do not include:

- Clarinet A/Bb/C
- Horn in various keys
- Saxophones
- Trumpet/Cornet in Bb/C
- Tuba Bb/C/Eb/F

Percussion: Percussion instruments shall be considered in categories, and the playing of instruments within a single category shall not be regarded as a double. The categories shall be:

- Timpani
- Drum set
- All other Percussion

6.4. Overtime. Overtime as herein defined shall include any and all time beyond the contracted hours.

6.4.1.(a) Management may schedule up to, but no more than, eight services in a week, a week being defined as beginning Sunday at 12:01 AM and ending Saturday at 12:00 midnight.

6.4.1(b) There shall be one day of inactivity per week.

6.4.1(c) The employer will avoid scheduling services on holidays whenever possible. If services are scheduled on the following holidays, overtime shall be paid: New Year’s Day, Good Friday, Easter, Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New Year’s Eve.

6.4.2.(a) Within any week, only two of these days may have more than one service, and then the maximum is two services.

6.4.2.(b) In the event that there are two services in the same day, the services must be separated by a minimum of three hours, with the exception of Educational Symphonic Concerts and Building Blocks, which shall require a minimum of two hours between two educational services in one day.

6.4.3. In the event that services beyond the guidelines outlined in Sections 6.4.1 and 6.4.2 must be scheduled, musicians shall be compensated for the additional services at a rate of one and one-half (1-1/2) times the individual musician's contracted wage.

6.4.4. Overtime shall be announced as far in advance as possible and no later than just prior to the last break of the rehearsal before such overtime. At that time the conductor shall specify whether ten or twenty-five minutes additional rehearsal is needed. If overtime is not announced at least twenty-four hours in advance, however, the decision to participate in said overtime shall be optional for each musician. No fine or penalty shall be incurred by any musician who cannot participate due to an unavoidable conflict.

6.4.5. Overtime for rehearsals shall be double the rate specified in Section 6.1, prorated per fifteen minute segment or any portion thereof. Overtime on the concerts shall be paid at a rate of fifteen percent of the per-service scale (as specified in Section 6.1) per fifteen minutes of overtime or any portion thereof.

6.4.6. An intermission of five minutes shall be taken prior to the remaining ten or twenty-five minutes of the overtime rehearsal.

6.5. Tardiness. The employer reserves the right to penalize a musician for tardiness. Such penalty shall be based on the per-service wages specified in the musician's personal contract (including over-scale) prorated in fifteen-minute segments. Musicians shall be in their places and accountable for their instruments and music no less than five minutes before a service; musicians arriving after that time may be declared tardy.

6.6. Payment. The employer agrees to provide prompt payment for all services. Payment shall include all services in the series including rehearsals and concerts (but excluding any services for which payment has been previously rendered). If direct deposit is available and a musician elects to receive payment in that manner, payment shall be initiated the first business day following the final concert of the series, and shall be received within 3 business days of such final concert. If payment is made by check, payment shall be made available no later than the intermission of the final concert of the series. The employer shall pay a penalty of one percent for each day payment is delayed.

6.7. Non-Symphonic Services.

6.7.1. Survey. The employer shall survey the musicians once near the beginning of each season to determine interest for participation in non-symphonic services such as Building Blocks (BB), Children's Day Art Park (CDAP), and Community Engagement. These non-Symphonic services do not fall within the definition of Symphonic services under section 7.1.2(a), are generally for smaller ensembles, and often utilize special skills (such as speaking and demonstration) beyond the orchestral playing for which all contracted musicians are hired. The list of interested musicians shall be updated as soon as possible each season after the survey is complete. Until that time, the list from the previous season shall continue to be in effect.

6.7.2. Building Blocks. Ensembles and individual musicians currently performing Building Blocks concerts are grandfathered for future seasons but additional groups may be formed if there is additional demand. Up to 3 performances may occur during one 2.5 hour BB service without triggering overtime under section 5.1, but must include a break as specified in section 10.2. In addition, as long as the current practice continues of having the BB musicians schedule the BB services and control the repertoire, these services will not operate to trigger overtime penalties under sections 6.4.1 and 6.4.2. Payment for BB services in each month shall be remitted in person or postmarked no later than the first business day of the following month. Additional guidelines, (including certain BB hiring requirements) are currently set out in a document entitled "Austin

Symphony Orchestra Building Blocks Guidelines” dated November 2018, which is incorporated by reference herein. Such guidelines may only be altered outside of this Master Agreement (MA) with the agreement of all parties to this MA.

6.7.3. Non-Symphonic Hiring. Non-symphonic services shall be offered to Section 4 Titled musicians who express interest on the annual survey before offering them to non-Titled musicians who express interest on the annual survey. If the list of interested musicians is exhausted, they shall be offered to all remaining musicians before any import is hired. In an effort to share the work equally, non-symphonic service offers (other than Building Blocks) shall rotate among non-Titled string musicians and horns rather than following contract or seating order.

6.8. Run-outs and Tours. A **run-out** is herein defined as any service beyond 40 miles from the State Capitol. A run-out does not require an overnight stay, and should be planned to end no later than 12:00 midnight. However a run-out shall be deemed to have ended at the actual time of the orchestra's return to the original point of departure (if transportation is provided), or by the time musicians would return to the State Capital according to an accurate travel map (if musicians transport themselves). Mileage and travel time shall be predetermined, using a reliable real-time map, such as Google maps, that accurately figures mileage and travel time based on the best route without tolls.

A **tour** is herein defined as a service involving an overnight stay. Terms and conditions of each tour shall be agreed to by the employer and the musicians on a case by case basis. If an agreement cannot be reached, the tour shall not occur.

6.8.1. Travel Expenses. The Society shall provide, at its expense, transportation for venues outside the city limits of Austin and run-outs as defined above, or shall pay mileage at the current standard mileage rate as published by the IRS, or can provide a combination of the two. If transportation is the only option provided, musicians may choose to use their own vehicle(s) or car-pool, but do so at their own expense.

6.8.2. Compensation. All musicians shall be compensated for time spent traveling to and from the place of engagement. Computation of mileage and travel compensation is based on point and time of departure as well as safe, legal speed limits. One ten-minute rest stop per two hours of travel shall be included in the travel time payment. Compensation for time spent traveling to and from the place of engagement shall be calculated at \$16.00 per hour after the first 3 1/2 hours. 3 1/2 hours is the normal time spent for an engagement in Austin. (2 1/2 hr service plus 1 hour travel time to and from the hall). No travel time is paid for travel to venues 40 miles or less from the State Capitol.

In the event a run-out ends after 12:00 midnight, run-out compensation for time after midnight shall be doubled and paid to all musicians.

6.8.3. Per Diem. A meal per diem shall be paid to each musician for tours and run-outs. The amount paid will depend on the time frame of the service and travel and will be paid as follows:
Breakfast (5:30 a.m.- 11:00 a.m.): \$17.00;
Lunch (11:00 a.m.- 3:30 p.m.): \$18.00;
Dinner (3:30 p.m. -9:30 p.m.): \$34.00.
Incidental Expenses (Paid on all run-outs and tours, once per day): \$5.00. In lieu of a meal per diem, provision of meals by sponsors is acceptable.

6.8.4. Transportation of Large Instruments. Large instruments shall not be transported in a bus baggage compartment without authorization from the owner of the instrument. Seats in vehicles shall be provided for double basses, cellos, contrabassoon, and tuba unless the Society provides a suitable travel trunk that meets the approval of the instrument owner. In the event the Society does not provide sufficient transportation to accommodate large instruments, the Society shall pay mileage at the prevailing IRS rate to the Musician for transporting his/her own instrument. It is understood that the harp shall be transported at the Musician's discretion and mileage shall be paid.

6.9. Retirement.

6.9.1. Pension. On behalf of each musician covered by this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) 6 percent of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. Such 6% is inclusive of all amounts required by the Fund's Rehabilitation Plan to date and reflects a 9% increase on the original 5% contribution under the 2010 Rehabilitation Plan ($5\% \times 1.09 = 5.45\%$) and the 10% increase required by the June 2018 Rehabilitation Plan update ($5.45\% \times 1.10\% = 5.995\%$, rounded to 6%). This percentage shall be changed in accordance with any further adjustments made in the Fund's Rehabilitation Plan which may occur during the course of this Agreement. The Society shall forward a roster of all musicians employed during the payment period including the number of services paid to each musician at each wage scale position in the orchestra, and dates of all services, broken down by concert series. In addition, for each musician for whom pension is being paid: the musician's name and social security number, and the amount of the pension payment included. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. The Austin Symphony Orchestra Society, Inc., as a contributor, recognizes the American Federation of Musicians and Employer's Pension fund as the recipient of current contributions.

6.9.2. Individual Plan. The Society also has a 403(b) option available to musicians. Individuals can designate contributions to this 403(b) from their paycheck. Contributions are not matched by the Society.

Section 7. MUSICIANS' PERSONAL CONTRACTS

7.1 Personal Contract and Minimum Service Requirements.

7.1.1. Personal Contracts. Musicians' personal contracts shall specify their ranking (A-1, A-2, or A-3), position in the section (except string section seating), instrument(s) to be played, and compensation. No later than May 1, the following information shall be provided to each musician for the following season:

1. His/her personal contract, including a warning of impending jeopardy status if the musician has not yet played the required number of services during the current season,
2. A tentative schedule of rehearsals and concerts planned for the season,
3. A tentative rehearsal order,
4. A tentative list of programs (as known) with publisher's and composer's instrumentation for each piece, and
5. A specific schedule (Initial Service Offer) of at least 75% of his/her contracted services for the following season.

However the employer may not offer personal contracts to musicians until the Master Agreement with the AFM has been ratified. Upon receipt of a personal contract, the musician shall return said contract, signed, to the employer by June 1 or within two weeks, whichever is later. After this time any unaccepted position may be declared open for audition. The employer shall make all reasonable effort to ensure that the individual contracts are actually delivered to the named individuals in person or shall obtain verbal or written confirmation of receipt. The date of such delivery or confirmation of receipt shall determine the acceptance period. The employer shall acknowledge the receipt of the signed contract from each musician, keep one copy and file another copy with the AFM within two weeks after receiving the signed contract. The Society shall issue a final rehearsal and concert schedule for the coming season no later than July 1. Notification by the Society to the musicians and by the musicians to the Society should be in writing.

7.1.2. Minimum Service Requirements. Beginning with the 2019-2020 season, each A-1 musician is expected to play a minimum of 35 Symphonic services each season. Each A-2 and A-3 musician is expected to play a minimum number of Symphonic services equal to 40% of the Classical

Subscription and Pops services offered on their Initial Service Offer (“40% Minimum”). If the musician is unable to play such required Minimum during a season, then their contract will be in jeopardy for the following season (Year 2). Notwithstanding the section 7.1.3. provisions governing jeopardy (including the automatic jeopardy Sabbatical), each musician must meet their required minimum at least four seasons out of every six consecutive seasons or they may not be offered a contract for the following season.

7.1.2(a) Symphonic Services Definition. Symphonic services include all of the Society’s traditional orchestral concert series services, including but not limited to Subscription (Master Works), Pops, Educational Symphonic, Messiah, Ballet, July 4, Young Composer, and other full and chamber orchestra events with at least one paid rehearsal service, and which are compensated at scale wage rates or each musician’s personal contract rate, whichever is higher. Symphonic services do not include Building Blocks or other services that do not have a separate rehearsal or which may require musicians to speak, demonstrate, or use other outreach skills.

7.1.2(b) Exemption. The minimum service requirements shall not affect or be calculated for musicians on leave as set forth in Section 10.5 or for those musicians who are unable to play due to individual or family medical circumstances or other personal circumstances accepted by the employer.

7.1.2(c) Notification. Musicians may request their current minimum service count at any time, and the employer shall respond within one week. However the employer shall notify any musician who may be in jeopardy under this Section of their possible jeopardy status no later than February 1.

7.1.3. Jeopardy. Once a musician’s contract is in jeopardy under the minimum service requirements above, the Musician must meet their minimum requirement in Year 2 or they may not be offered a contract for the following season (Year 3). However, a musician in jeopardy in Year 2 may request a Sabbatical season under section 10.5, and such leave shall operate to suspend their jeopardy status for one year, until Year 3. Only one such Sabbatical season shall automatically be granted under this clause in any 5-year period beginning with the season which originally causes the musician to be in Jeopardy (Year 1), regardless of whether a Sabbatical had been requested and granted for non-jeopardy reasons during the 5 years preceding Year 1. Additional requests for a Sabbatical season during such 5-year period under this section shall be within the discretion of the Society. The musician must meet the minimum service requirements in Year 3 following the Sabbatical, or they may not be offered a contract for the following season. At any time, once the Musician complies with the 40% Minimum requirement, their contract is no longer considered to be in jeopardy.

7.2. Minimum Guaranteed Services. All Symphonic services offered as part of each musician’s Initial Service Offer, whether the musician accepts them or not, shall count toward the musician’s guaranteed service total as set forth in Section 5.2. A minimum of thirty days notice shall be given if an additional service is offered to fulfill a musician’s guaranteed Symphonic services. If a musician is given less than thirty days notice, no service penalty shall be incurred for refusal. However, any service offered with less than thirty days notice and accepted shall count toward the musician’s guaranteed service total.

7.3. Additional Symphonic Service Offers. Symphonic services not offered as part of each musician’s Initial Service Offer shall be offered to musicians by the employer in symphonic hiring order as outlined in 7.3.2 below.

7.3.1. Instrumentation Changes. When instrumentation changes due to circumstances beyond the employer’s control, services may be withdrawn from a musician’s Initial Service Offer with a minimum of 60 days notice. Such withdrawn services will no longer count toward the musician’s guaranteed service count but may still be counted by the musician to meet their minimum required service count under 7.1.2.

7.3.2 Symphonic Hiring Order. Symphonic services not offered as part of each musician's Initial Service Offer shall be offered to musicians in the following order:

1. As required by the instrumentation of the piece.
2. Section 4 Titled Positions and as required by musicians' personal contracts.
3. As needed to fulfill 5.2 minimum service guarantees for remaining musicians.
4. Contract Order by level; that is, A-1, then A-2, then A-3. All members of each contract level shall be offered these services before any musician from the next contract level is offered them. For string sections, services shall be offered on a rotating basis within each contract level, with the best efforts made to offer work as equally as possible within those contract levels. For non-string sections, services shall be offered in seating order, with the exception that hiring order for Principal Horn is Horn I, III, II, IV.
5. 1st and 2nd violins are considered distinct sections except as specified in section 9 (Imports).

7.4. Refusal Deadline. If a musician decides not to accept a specific service (or services) offered at the beginning of the season, he must inform the personnel manager not less than thirty-five days before such service or services so that another musician may be hired as needed.

7.5. Symphony Organizer. No less than forty-five days before the first service in any concert series, all information relative to those services shall be displayed on Symphony Organizer, and a confirmation reminder shall be sent to each musician on the roster for that series. The musician will confirm his acceptance of the series through Symphony Organizer. (The term "Symphony Organizer" shall refer to the electronic platform or program then in use by the Society for confirming personnel and for providing details about each concert series to the musicians). The information displayed shall include the following:

1. times for each service;
2. location for each service;
3. tentative program with composer's and publisher's instrumentation;
4. rehearsal order;
5. Music Director's instructions for preparation (if available) including metronome tempi markings (if not printed in the music); beat patterns, especially mixed meter; and any portions of the music that will not be performed;
6. conductor (if different from current Music Director);
7. position offered (if different from the musician's normal position in the section);
8. pay scale to be used (if different from current standard ASO wage scale);
9. number and length of breaks (if different from typical services; this shall also be announced at the beginning of the affected rehearsal);
10. dress code for the service (if different from standard ASO Master Agreement dress code).

7.6. Service Acceptance

7.6.1. Services offered to the musician as part of a personal contract for the entire season will be deemed accepted by the musician unless specifically declined in writing in accordance with Section 7.4. The electronic reminder will simply serve as a confirmation by both the musician and the Association.

7.6.2. For services offered after the beginning of the season, a musician shall respond through Symphony Organizer within seven days after the receipt of the offer. A second notice shall be sent after the initial seven day acceptance period giving the musician an additional three days to respond from the receipt of the second notice before the services are offered to another musician. Upon acceptance by the musician, the electronic offer will serve as a contract for those services.

7.7. Ballet Austin. Currently Ballet Austin contracts with the Society for at least 3 different ballets each season, constituting at least 28 services. If Ballet Austin reduces the number of services contracted

to less than 21 in a season and replacement services are not added from other outside contracts, then the number of guaranteed services owed to some musicians may need to be lowered for that season. Any reduction shall affect only those musicians who were scheduled to participate in those performances, and shall be fewer than the full number of services that were reduced below 21. The actual number of reduced services is to be agreed upon at the time between the Orchestra Committee and the parties to this Master Agreement. For Ballet Austin services only, the Society may require musicians to commit to play all scheduled rehearsals in order to play the full run, if there are three or fewer rehearsals scheduled. Beginning in the 2021-2022 season, this clause shall apply only if the number of services contracted by Ballet Austin is reduced to less than 16.

Section 8. ORCHESTRA COMMITTEE

The musicians shall elect an Orchestra Committee, which shall be governed by its own bylaws. The Orchestra Committee shall serve as an advisory committee and shall meet with the Music Director and Executive Director on a regular basis, and a minimum of two times per season to discuss in an advisory and consultative role any and all matters with artistic implications, including, but not limited to: scheduling, programming, tenure, choice of personnel manager, soloists, guest and permanent conductors, Music Director, and Executive Director. The Society President (or designated Board representative) shall be invited to at least one of these meetings each season.

Section 9. IMPORTS

9.1. An import (i.e. extra or sub) is defined as anyone who is not a regularly contracted musician of the Austin Symphony Orchestra Society, Inc.

9.2. Imports shall be hired in the following manner:

1. A representative of the Society shall notify the Music Director, principal, or acting principal of the section involved as to the number of imports needed for a particular service or series.
2. The principal or acting principal should be informed of the publisher's/composer's instrumentation in the event that doubling or auxiliary instruments are needed.
3. No later than August 1 of each season, every Principal player, with the approval of the Music Director, will submit a list of names of substitute or import musicians to the Society ranked in the order in which they are to be called for services. The list will remain in force throughout the season unless the Principal player introduces amendments, additions or deletions. These changes may be made immediately following regularly scheduled auditions of permanently vacated positions. The Society will make its best efforts to effect these changes with expedience. All other changes during the season must be submitted forty-five days before they can be effectively implemented.
4. Although 1st and 2nd violins are considered distinct sections, violin imports shall not be hired until all violinists holding a contract with the Society have been offered the series. Following regular hiring order, 1st violin spots shall be offered to all 1st violinists, then to all 2nd violinists, excluding those who have already accepted the series. The opposite procedure shall take place for 2nd violin spots.
5. The Society shall inform acting principals of their rank change promptly, and if the promotion is for an entire concert series, questions regarding imports for that series shall be discussed with the acting principal from that point forward.

9.3. An import shall be seated behind the regularly contracted musicians, unless otherwise agreed to by the musicians and Music Director.

9.4. In no case shall an imported musician be hired in lieu of a regularly contracted musician who wishes to play.

9.5 For events requiring non-standard symphonic instrumentation (i.e. reed doubling, etc.), it may be necessary, for musical reasons, to hire an import if the part in question cannot be covered by a regularly contracted musician. The decision shall be agreed upon by the regularly contracted musician and the Music Director.

Section 10. WORKING CONDITIONS

10.1. Rehearsal order.

10.1.1. A rehearsal order for each rehearsal in the series shall be provided with the music no later than two weeks prior to the first rehearsal. In the event that it is necessary to change the order and/or works to be rehearsed, the musicians shall be given at least twenty-four hours notice whenever possible.

10.1.2. Should additional personnel be needed as result of a change in the printed rehearsal order, a five-minute break shall occur to allow the musicians to be called in, seated, and tuned. If a musician was not contracted to be at a particular rehearsal, and a rehearsal order change causes a need for the musician at the rehearsal, the musician's attendance shall be optional. No fine or penalty shall be incurred by a musician who was not contracted for a specific rehearsal and cannot participate due to an unavoidable conflict.

10.2. Intermissions.

10.2.1. Rehearsal Intermissions. There shall be one fifteen-minute intermission at each 2-1/2 hour rehearsal to take place at approximately mid-point; however, no single segment of the rehearsal shall be longer than ninety minutes.

10.2.2. Concert Intermissions. No single segment of a performance may last more than two hours from the time the musicians are initially required on stage or from the time the musicians return from a break.

10.2.3 Unusual Program. In the event that a rehearsal has musical pieces programmed that are of unusually short or long duration, thus making it desirable to make exceptions to the rehearsal break schedule, a break may be allowed up to 15 minutes earlier or later than the standard break schedule if all of the following conditions are met:

- The Musical Director and/or Personnel Director shall inform the Union Steward of a request to alter the break schedule no later than two weeks prior to the first rehearsal for any concert.
- The Union Steward, considering endurance issues of the musicians and efficient use of rehearsal time, may grant permission for an altered break schedule.
- Approved changes in break schedules shall be announced to the musicians in advance of the rehearsal by the Society.
- Changes in break schedules shall be limited to Dress Rehearsals and shall not exceed two per concert year.

10.2.4 Short Rehearsal. In the event that a rehearsal will end at least 45 minutes early, a break may be allowed up to 15 minutes later than the standard break schedule if all of the following conditions are met:

- The Musical Director and/or Personnel Director shall inform the Union Steward as soon in the rehearsal as it becomes apparent that the rehearsal could end at the break time if an exception is accepted by the orchestra.
- The Union Steward, considering endurance issues of the musicians, may ask the orchestra if there are any objections to delaying the break for 15 minutes.
- The Union Steward can agree to the exception.
- Rehearsal can then continue for up to an additional 15 minutes, but will not continue after the break.

10.3. Rehearsal/concert schedules. Each musician shall be provided with a tentative schedule of rehearsals and concerts by May 1st (see Section 7). Notice of changes in the schedule shall be

provided in writing to all musicians and the AFM no less than thirty days prior to the rescheduled service.

10.4. Emergency schedule changes. In the event of an emergency change in schedule, no musician shall suffer any loss in pay due to a change with less than thirty days' notice. In the case of special contracted services arranged through the Society's contract with the Erwin Center, the Long Center, and/or the Performing Arts Center, no musician shall suffer any loss of pay due to an emergency change with less than two days' notice. The Society's contract with such venues shall specify the Master Agreement requirements for rehearsal breaks. If a performance will not include an intermission, the musicians must be notified at least 24 hours prior to the performance or an appropriate penalty shall be charged by the Society under its contract with the venue. No single segment of a performance may last more than two hours from the time the musicians are initially required on stage or from the time the musicians return from a break. If the two hour time frame is exceeded, overtime will be charged to the venue and paid to the musicians at a rate of fifteen percent of the per-service scale (as specified in Section 6.1) per fifteen minutes of overtime or any portion thereof. If the program is canceled with notice that is less than two weeks and more than two days prior to the concert, musicians shall receive compensation equal to that for the concert performance only. No compensation shall be paid for shows rescheduled to a future date, until the time of the actual performance.

10.5. Sabbatical. A musician's request for an extended, unpaid leave of absence shall be in writing to the employer with a copy sent to the Orchestra Committee Chairman and the AFM. The first request within any 5-season period shall automatically be granted. Additional requests will be granted at the discretion of the employer; however up to two additional requests during such 5-season period should be allowed for legitimate medical reasons.

10.6. Paid Leave. A musician shall be entitled to paid Personal Leave and paid Sick Leave under this section if, in the preceding season, he/she accepted at least 40% of the subscription concert and pops concert services offered on his/her Initial Service Offer. This requirement shall not apply to a musician in the first year of his/her contract. Musicians returning from a leave of absence under Section 10.5 shall be entitled to Leave under this section based on their acceptance of services for the season preceding their leave of absence. This provision shall not deny such paid Leave to musicians whose inability to accept the services is due to medical reasons.

10.6.1 Paid Personal Leave. A musician is entitled to two paid services for personal use each season. Leave may not be taken from a dress rehearsal or a concert. Musicians shall request such leave in writing at least ten days in advance of the first rehearsal for a concert series. The Music Director shall respond negatively or positively in writing through the personnel department within seven days of receipt of the request or the request is considered granted.

10.6.1(a) Personal Leave Restriction. Paid personal leave can only be taken during a concert block of services that has three or more scheduled rehearsals. No more than one personal leave service will be allowed for any such block. See Section 7.7 for additional restrictions on Ballet Austin services.

10.6.1(b) Bonus Payment. Musicians eligible for paid personal leave will receive payment for one bonus service as per their personal contract if neither personal leave service was used by the end of the final subscription or Pops concert of the season, whichever is later, and if the musician met the requirements during the current season to be eligible again the following season for paid personal leave. Once such bonus payment is received, the musician will be considered to have used both personal leave services for the remainder of that season.

10.6.2 Sick/Emergency Leave. During each contract year, any musician who is unable to perform because of sickness, accident, or other emergency, will be excused without loss of pay for a maximum of two services. Emergencies involving immediate family members will be considered for paid emergency leave on a case-by-case basis. Following the commencement of a service, if a

musician, due to illness, requests to leave a rehearsal or concert, that service shall be considered one service of sick leave.

10.6.2(a) Documentation. The Personnel Manager may require a physician's certificate or other documentation as proof of illness or emergency.

10.6.2(b) Carryover. Musicians eligible for paid sick/emergency leave may accumulate unused sick leave services and carry them forward to the following season(s), up to a maximum of six services in any single season.

10.7. Absences. In special situations, which may necessitate absence from any services during a concert block of services, the Austin Symphony musician shall be given the option to complete the concert block if he/she would be present for as many or more services as a substitute musician. Emergency absence can be either medically related or personal in nature.

10.8. Music and bowings.

10.8.1. Pursuant to timely delivery from the renter, the employer shall provide library staff sufficient time so that all music with bowings shall be available to the musicians no later than two weeks prior to the first rehearsal for any concert, subject to the timely completion of bowings by the principal string players and the Music Director, if applicable. The Music Director is encouraged to provide metronome tempi markings; information on cuts; any special divisi requests; beat patterns, especially mixed meter; and other program notes to the employer at least two weeks prior to such first rehearsal so the information can be provided to the musicians. The Society will do its best to provide music for pickup at the performance venue at previous services. Electronic files containing practice copies of the music shall be made available to any musician who requests them. At the request of out-of-county musicians, music shall be mailed.

10.8.2. Bowing changes during rehearsals shall be kept to a minimum, and no changes shall be allowed during the final rehearsal before a concert, except when requested by the conductor. The only exception shall be a performance that utilizes only one rehearsal.

10.9. Weather and Temperature. Musicians will not be required to play in conditions which could reasonably be expected to endanger their health or the physical or playing condition of their instrument(s). Such conditions include inclement weather and direct sunlight. Should such conditions exist, the musician may pack up and/or leave the stage without penalty, until such conditions are deemed acceptable. The union steward shall place an official thermometer in a location generally representative of the performing conditions, and shall monitor the temperature. The Society agrees to make all reasonable efforts to ensure the following workplace conditions:

10.9.1 Indoor Venue. Acceptable temperature range is 62-82 degrees Fahrenheit.

10.9.2 Outdoor Venue. Acceptable temperature range is 62-95 degrees Fahrenheit. Adequate shelter from rain and direct sunlight shall be provided by the Society. Accommodations for wind and other adverse conditions shall also be available (i.e. clips or screens for music, weights for stands, drinking water, etc.)

10.9.3 Remedy. Should conditions exceed the temperature or other conditions outlined above, a break, intermission, or delay shall be called immediately if there is imminent danger or, if there is no imminent danger but conditions do not improve, after 5 minutes (for rehearsals) or at the end of the movement or piece (for concerts). At that time, after a conference between the Society's agent who is present at the venue, the Music Director, and the steward and Orchestra Committee members who are present, a decision will be announced regarding the remainder of the service. Every reasonable effort shall be made to rectify the situation before the service is cancelled. If a delay is announced, the service must still conclude within 2.5 hours or overtime provisions will apply.

- 10.10. Benefit concerts.** In order to authorize a benefit concert, approval by a 3/4 majority vote by secret ballot of the musicians involved shall be required. Immediately following the tabulation of said ballots, the Orchestra Committee Chairman shall notify the AFM of the musicians' intent to play a benefit concert. Such benefit concert shall be limited to one rehearsal service and one concert service only. No benefit concert shall be played without consultation with the AFM.
- 10.11. Cartage.** Cartage shall be paid to the following instruments according to the following scale. Harp - \$25; Drum Set - \$25; Instrument Amplifier - \$12; Double Bass - \$14; Contrabassoon - \$8; Tuba - \$10; Congas - \$10; Tympani - \$15 (each kettle); Percussion Instruments - \$5 per bag to a maximum of \$15.
- 10.12. Parking.** A member of the Orchestra Committee and the Executive Director shall exercise their best efforts to obtain adequate parking for all services.
- 10.13. Food and Drink.** There shall be no food or drink on stage other than non-spill containers of water. Exception: small open water containers for woodwinds are specifically allowed. For concerts, containers on stage should be clear or black, and non-distracting.
- 10.14. Non-Standard Instruments/Transposition.** If a piece calls for a musician to play an instrument that is not his/her standard instrument and the musician does not have the instrument required, the employer will be responsible for obtaining the instrument for the musician to play or alternatively, for having the part transposed so that it can be played on one of the musician's standard instruments. Such instrument or transposed part shall be provided no later than two weeks prior to the first rehearsal.
- 10.15. Safe Workplace.** The Society shall take all reasonable steps to provide a healthy and safe work environment for the musicians and their instruments.
- 10.15.1. Lighting.** The employer shall ensure that adequate lighting is maintained at all services, backstage and onstage. Maintaining adequate lighting onstage shall mean having either full stage lighting at all times or individual stand lights for all musicians during all rehearsals and performances. Backstage lighting must be sufficient to walk, and unpack/pack instruments safely. Stage lighting and sound equipment shall be ready and in operation during the dress rehearsal of all concert series.
- 10.15.2. Distractions.** If any non-standard activity may reasonably be expected to be distracting (flash, photography and videography, visitors on stage, etc.) the employer shall inform the musicians at least 24 hours before the service involved, or as soon as possible if less than 24 hours.
- 10.15.3. Sexual Harassment Training.** The employer may require musicians to complete online sexual harassment training (uncompensated) not to exceed 45 minutes every two years.
- 10.16. Requests for Utility Musician.** During each season, the Principal Horn and Principal Trumpet players may request a utility player for certain concert series. Up to two such requests per Principal will be automatically granted for ASO-produced series. Any additional requests, or requests for non-ASO productions, shall be decided on a case-by-case basis between the Principal musician and the Music Director and/or the Society.
- 10.17. Job Sharing.** Certain series may be offered to musicians by the Society with the possibility of sharing the job between two or more musicians. In such cases, the conditions of the job share will be communicated at the time the series is offered to musicians, and musicians must comply with all deadlines and conditions in order to accept the series as a job share. If a musician does not fulfill all job sharing requirements, the Society reserves the right to decline job sharing in the future for that musician.

Section 11. RECORDINGS

- 11.1.** "Recording" means any device by which sound may be preserved for later transmission to listeners, whether now known or unknown and however used, whether embodying sound alone or sound synchronized by visual images. No recording shall be made or used except as provided in this section. No flash or extra lighting shall be used during a service unless approved by the Orchestra Committee and orchestra steward.
- 11.2.** The Austin Symphony Orchestra Subscription Concerts may be recorded and broadcast on a delayed basis without additional payment to musicians subject to the following limitations:
 1. The Society shall receive no compensation for broadcasts.
 2. Any recording made for delayed broadcast shall be broadcast only once locally, subject to editing by the Music Director and the Artistic Committee for artistic quality. Each recording shall be preserved and stored at a mutually agreed location following its broadcast.
 3. In preparation for such recording, the employer may record the audio portion of a rehearsal for the specific concert program to be recorded in order to set sound levels. Such sound-level recordings shall be erased within forty-eight hours of the taping.
 4. An official representative of AFM Local 433 may monitor all aspects of the recording, erasure, broadcast, and storage procedure.
- 11.3.** The employer may compile from the recording mentioned in Section 11.2, an excerpt or compilation recording for the purpose of grant applications without additional payment to musicians.
- 11.4.** For Educational Symphonic Concerts, a video image may be made for simultaneous showing of the concert, but no video or sound recording may be made or used except as provided in this section.
- 11.5.** Archival recording of any performance and/or study recordings of any rehearsal, including services performed with or for other Arts organizations, may be made without additional compensation to the musicians for internal use by the Music Director, conductor, the musicians or director of the sponsoring Arts organization subject to the limitation outlined in 11.11 below.
- 11.6.** Recordings for public service announcements and promotional purposes shall be made in accordance with the current AFM symphonic media agreement. Any such recordings may be made at any service without additional compensation to the musicians, provided that such recording shall not interfere with the normal execution of the service. Any recording or images used must properly reflect the professional quality of the orchestra. Although the musicians shall not receive compensation for such recording service, the employer shall inform the Orchestra Committee and the union twenty-four hours before any such recording shall occur. The stage manager shall be consulted as to the location of the cameras during rehearsals.
- 11.7.** All recording activity not covered by Sections 11.2 through 11.5 shall be governed by the applicable AFM agreement. Every recording service shall be paid by the prescribed scale in the applicable AFM agreement.
- 11.8.** No recording may be used as evidence in any dismissal, demotion, or disciplinary proceeding, nor may the employer consider the quality of a musician's recorded performance in any evaluation.
- 11.9.** The employer shall remain a signatory to the applicable AFM symphonic media agreement.
- 11.10.** An Artistic Committee shall be formed by the Orchestra Committee. It shall be responsible for reviewing and approving any recording that is being considered for public release.

11.11. Should any recording created under the terms of this Agreement ever be utilized for any purpose not explicitly set forth herein, including, but not limited to grant application, displacement of musicians in rehearsal or performance, demonstration or marketing of services or product by any group or individual, local, national or international broadcast, Internet, phonograph records, promos or commercial announcements, or background music for any type of sound or film program, the Employer shall enter into and comply with all conditions required by the appropriate agreement of the American Federation of Musicians, including, but not limited to, the payment of the prevailing wages and allied fringe benefits outlined therein.

Section 12. DRESS

A musician's personal appearance is an integral part of his/her performance and has a substantial impact on the Orchestra's general image and reputation. Members of the Orchestra must therefore be neat, well-groomed, and properly attired at all services in conformity with the customary professional style of regional and major orchestras in the United States. The employer shall determine the acceptability of the attire, and shall document infractions of the dress code. Infringement of dress requirements can result in verbal reprimand, fines, or other appropriate action from the employer (i.e. grievance proceedings). Musicians shall not wear perfume, aftershave, or cologne at any service, and shall make every effort to limit or change other product fragrances (e.g. deodorant, shampoo, etc.) if approached to do so by the employer.

12.1. Formal-Evening Concerts (Subscription and Pops).

WOMEN: Women's attire must be solid black and formal enough to complement Men's tuxedos. No cut-out shoulders or open backs. Closed-toe black dress shoes with black soles. Black hosiery or socks. Options are:

1. Full-length evening gown with $\frac{3}{4}$ or longer sleeves,
2. Full-length skirt or dress pants, dress blouse with $\frac{3}{4}$ or longer sleeves, or
3. Black tuxedo pants and coat, white tuxedo shirt with black bow tie.

MEN: Black ribboned tuxedo pants and coat, white tuxedo shirt, and formal, traditional black bow tie. Black dress shoes with black soles and long, black socks.

12.2. Formal-Afternoon Concerts (Subscription and Pops).

WOMEN: Women's attire must be solid black and formal enough to complement Men's black suits. No cut-out shoulders or open backs. Closed-toe black dress shoes with black soles. Black hosiery or socks. Options are:

1. Full-length dress with $\frac{3}{4}$ or longer sleeves, or
2. Full-length skirt or dress pants, dress blouse with $\frac{3}{4}$ or longer sleeves.

MEN: Black suit with white, long-sleeved dress shirt and long, dark tie. Black dress shoes with black soles and long, black socks.

12.3. Formal-Gala (Opening Weekend)

WOMEN: Women's attire must be solid black and formal enough to complement Men's tuxedos. Options are:

1. Any option from 12.1, or

2. Formal, full-length gown with sleeves of any length including sleeveless and strapless. No hosiery required. Formal black dress shoes including open toe and heel or dress sandals permitted.

MEN: Same as 12.1.

12.4. Semi-Formal (ESC—including HS, YPC, Kinder; Pit Performances). No sweat shirts/pants, jeans, leggings, or tee shirts.

WOMEN: Black pants or full-length skirt and black blouse with $\frac{3}{4}$ or longer sleeves. Closed toe black dress shoes with black soles. Black hosiery or socks.

MEN: Black pants and black, long-sleeved collared shirt or turtleneck. Black dress shoes with black soles and long, black socks.

12.5. Community Engagement (BB, CITC, CDAP, Hartman CIP, etc.).

WOMEN and MEN: Austin Symphony Orchestra black polo shirt (provided by the Society). Shorts/jeans/pants and footwear including socks and hosiery as specified by the employer.

12.6. Sponsored Concerts (Non-ASO productions)

As requested by the sponsor and the employer after approval of the Orchestra Committee.

12.7. Other: As requested by the employer after approval of the Orchestra Committee.

12.8. Dress Code Policies. Applicable to ALL Performances:

1. Black concert attire including shoes shall be solid, jet-black (no faded clothing) and in good condition.
2. No distracting accessories.
3. Black hosiery may be sheer or opaque and must cover all skin to the pant or skirt hemline.
4. No skin-tight pants or skirts (no leggings).
5. No side slits in skirts or dresses. Rear slits must not extend above the knee.

Section 13. MUSIC DIRECTOR AND GUEST CONDUCTORS

13.1. Evaluation of Music Director. During the final year of the Music Director's contract and before the renewal or extension of said contract, the Society shall survey the musicians by means of a written evaluation form. The question content of the evaluation form must be approved by the Orchestra Committee. To be considered a valid representation, evaluations must be completed anonymously by no less than 80% of the contracted musicians and submitted to the Orchestra Committee. The Orchestra Committee shall then organize and tally the results and submit copies of the report to the Executive Director and President of the Board of Directors. The Orchestra Committee, in its discretion, may conduct such a survey annually, regardless of the status of the Music Director's contract.

13.2. Evaluation of Guest Conductors. The Society shall survey the musicians after a guest conductor's series of services is complete and shall include a question as to whether the musicians would prefer or recommend to the Society that such guest conductor not be invited to return. A meeting shall be held, with appropriate parties in attendance, at the request of the Society or the Orchestra Committee, to discuss the results of the survey and to consider whether or not any adjustments should be considered as a result of the survey.

Section 14. AUDITIONS

14.1 Permanent Vacancies. All permanent vacancies shall be filled by open auditions. Any audition for a permanent vacancy shall be announced through the International Musician Journal of the AFM at least six weeks prior to the audition.

14.2. Temporary Vacancies. All temporary vacancies shall be filled at the discretion of the Music Director in one of three ways:

1. appointment of a tenured section member by the Music Director;
2. internal audition of interested section members; or
3. announced audition that includes the clause: "pending internal auditions" if internal auditions will be held.

14.3. Composition of the Audition Committees. Each Audition Committee shall consist of seven voting members of the orchestra. The Music Director shall not be present during the first round but may join the Audition Committee at any time after the first round is complete.

14.3.1. Section Violin Auditions

Concertmaster
Associate Concertmaster or Assistant Concertmaster
Principal Second Violin
Principal Viola
Principal Cello
Principal Bass
One Principal Woodwind, Brass or Percussion

14.3.2. Section Viola, Cello, and Bass Auditions

Concertmaster
Principal Second Violin
Principal Viola
Principal Cello
Principal Bass
One Principal Woodwind, Brass or Percussion
One member of the section for which the audition is being held. This shall be the Assistant Principal when s/he is available.

14.3.3. Section Woodwind Auditions

Principal Flute
Principal Oboe
Principal Clarinet
Principal Bassoon
Principal Horn
One string principal
A remaining member of the section for which the audition is being held

14.3.4. Section Brass Auditions

Principal Horn
Principal Trumpet
Principal Trombone
Principal Tuba
One Principal Woodwind, Brass or Percussion
Remaining members of the section for which the audition is being held

14.3.5. Section Percussion Auditions

All musicians from percussion, timpani, and keyboard
One each of the following Principals: Brass, Woodwind, and String

14.3.6. Auditions for other instruments

A special panel organized as necessary by the Orchestra Committee.

14.3.7. When a principal vacancy occurs in a string section, the Audition Committee shall consist of the other four string principals (or acting principal) and two members of the section involved, plus one woodwind principal or one brass principal.

14.3.8. When a principal vacancy occurs in a woodwind section, the Audition Committee shall consist of the remaining three woodwind principals, one brass principal and one string principal, plus the remainder of the section involved. If additional members are needed, they shall be selected from the woodwind section.

14.3.9. When a principal vacancy occurs in a brass section, the Audition Committee shall consist of the remaining principals of horn, trumpet, trombone and tuba sections, one woodwind principal, one string principal, plus one remaining member of the section involved. If additional members are needed, they shall be selected from the brass section.

14.3.10. When a vacancy occurs for Principal Harp, the Audition Committee shall consist of two string principals, two woodwind principals, two brass principals and one percussion principal.

14.3.11. When a vacancy occurs for Principal Keyboard, the Audition Committee shall consist of two string principals, two woodwind principals, one brass principal, Principal Percussion or Timpani, and Principal Harp.

14.3.12. When a vacancy occurs for Principal Percussion, the Audition Committee shall consist of Principal Timpani, the two percussion section members, Principal Trumpet, Principal Horn, Principal Trombone or Tuba, and one string principal. If current section members are auditioning, a woodwind principal and/or other string principal(s) shall be added to complete the committee.

14.3.13. When a vacancy occurs for Principal Timpani, the Audition Committee shall consist of the three percussion section members, Principal Trumpet, Principal Horn, Principal Trombone or Tuba, and one string principal. If current percussion section members are auditioning, a woodwind principal and/or other string principal(s) shall be added to complete the committee.

14.3.14. Neither the musician creating the vacancy, nor the person auditioning, shall serve on the Audition Committee nor shall he be present at the audition. The Personnel Manager and Librarian shall not serve on Audition Committees.

14.3.15. Audition Committee Chair. Each audition committee shall have a Chair who will be present at the audition and will be the lead person to:

- a. Decide, with the Music Director, which excerpts will be heard in which round;
- b. In the absence of the MD, check with the committee members during the audition to stop a candidate/move to the next excerpt;
- c. Work with the Society regarding other audition details as needed.

The Chair shall be the highest-ranking member of the section for which the audition is being held. However if that person declines, the position should move to the next-highest ranking member of the section or to the highest-ranking member of the closest-related section.

14.3.16. Audition Committee Substitutes. If substitutes are needed, the Society shall consult the Audition Committee Chair (or other available confirmed members of the audition committee if the Chair is unavailable), and they shall agree on a substitute musician who most closely matches the

specified musician. If a Principal of member from a particular section is specified, this will be the next-highest ranking tenured musician from the section specified when possible. If an instrument family or a list of possible members is specified, this will generally be the highest-ranking tenured member of a closely related section. There must always be at least two members of the section for which the audition is being held unless there are not enough section members to fulfill this requirement. Violin auditions must include at least three violinists with at least one from each violin section. If a committee member is absent on short notice and cannot be replaced before the auditions begin, the auditions shall proceed without that member until a substitute can attend, and the Audition Committee Chair shall have 2 votes for each round in the interim.

14.3.17. In the event the Music Director cannot attend an audition, he/she shall concede his three (3) votes and will agree to the choice of the Audition Committee.

14.4 General Procedures for Auditions.

14.4.1. All auditions shall be administered by the Personnel Manager, or other representative of management, in accordance with the procedures outlined below. The representative shall assure that each Audition Committee member understands the audition procedure. The representative shall make every effort to ensure the anonymity of the applicants. Any electronic device capable of two-way communication in an audition committee members' possession, including smart watches, shall be silenced or turned off and must be surrendered to the union steward upon entering the audition room. Candidate numbers for upcoming rounds shall be assigned only after all such devices have been surrendered.

14.4.2. Neither a family member nor a domestic partner of an applicant may serve on the Audition Committee.

14.4.3. The orchestra steward or other representative of the AFM and/or the Orchestra Committee may be present at auditions as an observer.

14.4.4. All auditions shall be held behind a screen. Musicians already holding contracts with the Society shall advance to the second and all subsequent rounds with or without participating in the first round of preliminary auditions and without jeopardy to their current positions.

14.4.5. Any discussion of the applicants shall take place prior to each vote and shall be in the presence of all Audition Committee members.

14.4.6. At the end of each round, a vote shall be taken by secret ballot, after all discussion is completed. Each of the seven musicians on the committee shall have one vote. In the first round and at all other times when the Music Director is not present, a minimum of four votes is required to advance to the next round of the audition or to fill the vacancy. The Music Director may join the committee at any time after the first preliminary round is complete; however he or she must be present for the entire round in order to be eligible to vote on that round. When eligible, the Music Director shall have three votes, and a minimum of six votes is then required to advance to the next round of the audition or to fill the vacancy. In the event of a tie (5-5), the vote of the Music Director shall prevail. The Music Director must be present to fill any Principal position. The votes shall be tabulated by a representative of management and the orchestra steward or other representative of the AFM. The committee may choose not to accept any of the applicants.

14.4.7. Final auditions shall immediately follow the preliminary auditions if at all possible.

14.4.8. All voting and discussion during and following auditions are confidential and shall not be disclosed outside of the committee.

14.4.9. Compensation. Audition Committee members shall receive \$40 per hour in the 2016-2017 season; \$45 per hour in the 2017-2018 season; and \$50 per hour in the 2018-2019 and following seasons.

Section 15. TENURE PROCESS

15.1. Probationary period. The first two seasons of a musician's contractual employment shall be considered probationary. Except for Just Cause, a probationary musician may only be terminated effective September 1 of the following season. The PRC may vote to extend the probationary period one time only for an additional year if the required minimum services are not met or if other circumstances warrant an extension.

15.2. Probationary Review Committee (PRC). The PRC for each probationary musician shall include the Music Director, the section Principal, the section Assistant Principal (if applicable), a closely related Principal, and at least one other musician from the section. Neither a family member nor a domestic partner of a probationary musician may serve on the PRC.

15.3. Required Minimum. A probationary musician must play at least 50% of the services on his/her Initial Service Offer including a minimum of 4 Subscription concert series, in order to receive a valid vote granting tenure from the PRC in any probationary season.

15.4. String Section Requirement. During the first season of probation (and during subsequent seasons as requested by the MD or the section Principal), probationary string musicians shall play one Subscription concert series on the first stand with the Principal of the section and with the MD conducting. This shall happen on or before the January Subscription concerts if at all possible, but must occur before the PRC votes on tenure status for that season. The probationary musician will not be serving as Assistant Principal, and shall receive his/her personal contract pay for this series. The (acting) Assistant Principal will sit 3rd chair and will be compensated at Assistant Principal scale or his/her personal contracted wage, whichever is higher. The (acting) Assistant Principal shall serve as Principal if needed.

15.5. Meeting with Probationary Musician. During the probationary period, the MD shall meet with the probationary musician from time to time as may be mutually convenient to both, to assess the musician's job performance and to offer such insights and observations as may be helpful to the musician in fulfilling his/her position in the orchestra. At any such meeting, a representative of the Society and an additional representative (other than the MD) from the PRC shall be invited to attend. The probationary musician shall have the opportunity to request that a union representative be present as well. At least one such meeting shall be scheduled before March 15 in each penultimate probationary year, to share feedback from the PRC as outlined in section 15.7 below.

15.6. Comments. Before the January Subscription series each season, the Society shall provide a list of current probationary musicians to all contracted musicians, and shall accept written comments regarding such probationary musicians for a two-week period beginning with the January Sub. The method of collection must allow for comments to be submitted anonymously. Comments may be redacted as mutually agreed by Human Resources and the Union Steward. Such comments, with agreed redactions, shall then be shared with each PRC.

15.7. PRC Meeting. The PRC shall meet at least once each season after comments have been collected but before February 28. At this meeting, a representative of the Society shall be invited to share and discuss the comments received. The PRC shall then discuss and determine whether the probationary musician will:

1. Continue with a second (or third) probationary season;
2. Receive tenure (if all above requirements have been met); or
3. Have employment terminated for the following season (only if there has been at least one meeting with the musician prior to this at which concerns were shared, and the musician then had at least two concert series with the MD conducting to address any such concerns).

At every meeting, the PRC will also decide on feedback that should be shared with the musician. Such feedback shall be shared in person with the probationary musician under Section 15.5, above. Any member of the PRC may call for a formal vote on the above options, which shall take place by secret ballot. If a tie vote occurs, the MD shall make the final decision. If the PRC votes to grant tenure or to terminate employment but the requirements have not been met by April 15, the vote will default to an additional

probationary year. However, if this would result in more than three probationary years, then the PRC shall hold another vote, disqualifying the option(s) for which the requirements have not been met.

15.8. Deadline for Decision. Each season the Society shall inform each probationary musician in writing of his/her tenure status no later than April 30. If a musician is not informed in writing by this deadline, then in the first year of probation s/he will enter a second year of probation; in the second (or third) year of probation s/he will then be considered a tenured musician.

15.9. Moving Between Ranks. (Current 15.2:) "A musician is tenured at his or her Rank (A-1, A-2, or A-3) position in the section (except string section seating), and instrument(s) to be played. A musician may request to be moved to a lower Rank..."

15.10. Reinstatement. (Current 15.3) "A previously tenured musician shall be reinstated with tenure upon successful completion of an audition, provided an opening exists in the musician's section.

Section 16. DISMISSAL PROCESS

16.1 Artistic Non-Renewal of Tenured Musician.

16.1.1 Open Dialog. The Music Director and musicians are encouraged to maintain an open, honest dialogue regarding music performance issues. Performance problems and/or desires should be communicated on an informal basis whenever possible prior to invoking this process. Similarly, a musician should be offered an option to voluntarily retire in good standing or move to a less critical position in the section (if that is an option) prior to receiving the Warning Letter outlined below.

16.1.2 Basis for Non-Renewal. The only basis for issuance of a non-renewal notice by the Music Director shall be demonstrated consistent and unremedied failure of musical performance evidenced by an ongoing and serious inability to maintain his/her performance at the artistic performance level of the Symphony. The artistic performance level expected of musicians in the Symphony shall be equitable and consistent. Any non-renewal shall occur in a manner consistent with due process and progressive discipline, and shall follow the steps outlined in this Section 16.1.

16.1.3 Warning Letter. The Employer will send any tenured musician who is alleged to have failed to maintain his/her performance at the artistic level of the Orchestra a warning letter by certified mail and email on or before April 1 of the current season. The letter shall state that its purpose is to give warning under this Section, and shall state the specific reason(s) for such warning. The letter shall also state the specific requirements, which if fulfilled, will result in withdrawal of the warning letter. All written notices, either those of artistic concern or artistic deficiencies, shall contain clear and specific reasons. A copy of this letter shall be sent to the Orchestra Committee and the Union.

16.1.4 Private Conference. A private conference between the Musician and the Music Director to discuss the issues outlined in the warning letter shall be scheduled within fifteen (15) days of receipt of the warning letter. The Musician may have a representative of the Union or the Orchestra Committee, or another witness of his/her choice present at this conference. If the Musician chooses to have a witness present, then and only then, the Music Director may also have a witness present.

16.1.5 Improvement Period. The Musician shall have the opportunity to perform at least two (2) subsequent subscription concert series conducted by the Music Director with the mutual goal of correcting the stated deficiencies. If the Musician complies with the requirements of the warning letter to the satisfaction of the Music Director, the warning letter shall be withdrawn. The employer shall send a letter to the Musician confirming the withdrawal of the warning letter, with a copy to the Orchestra Committee and the Union.

16.1.6 Non-Renewal Letter. If the Musician does not fulfill the requirements set forth in the warning letter during the Improvement Period, the employer may send the Musician a letter of non-renewal. The non-renewal letter shall be sent by certified mail and email no later than December 1 of the following season, with a copy to the Orchestra Committee and the Union. The letter shall state that

its purpose is to give notice of non-renewal under this Section and state the specific reason(s) for non-renewal.

16.1.7 Musician Response. A Musician receiving such notice shall have the right to request a meeting with the Music Director. If a meeting is requested the meeting shall be granted and scheduled within ten (10) days of the request. The Musician shall have a Union representative and/or a member of the Orchestra Committee present at this meeting. After any such meeting but no later than twenty-one (21) days from the date the non-renewal notice is issued, the Musician shall give written notice of his/her response to the non-renewal letter. The Musician may agree to the non-renewal and may retire immediately or at the end of the then current season or he/she may choose to appeal the Music Director's decision of non-renewal to the Peer Review Committee. To activate the Committee, the Musician must file a written request for appeal to the employer, the Union, and the Orchestra Committee no later than March 1 of the current season. Committee membership will be finalized no later than March 7.

16.1.8 Peer Review Committee. Every member of the Peer Review Committee must be a current member in good standing of the AFM when called to serve. If a member outlined below does not meet this requirement, an alternate with similar qualifications shall be chosen to serve by the three elected Peer Review musicians. The Peer Review Committee shall be made up of:

- Principal of the section involved.
- One principal of a closely related section, chosen by the principal of the section.
- Three musicians and three alternates elected by the musicians at the beginning of each season, by their own procedure. The results of the election shall be confidentially maintained by the AFM until the Committee is activated.

If the Musician appealing is a Principal, then the two Principals outlined above shall not serve but shall be replaced instead by two Principals of closely related sections, mutually agreeable to the three elected Peer Review musicians and the employer.

In the event any musician files an appeal, the Orchestra Committee shall promptly count the ballots and report the results of the balloting to the employer. The Orchestra Committee shall activate a separate Peer Review Committee for each Musician who files an appeal. Each Committee shall elect a Chair from among its members. All Committee members and alternates must attend all meetings in order to vote. If a Committee member is unable to attend any meeting, and reasonable efforts have been made to schedule at a time when all members could attend, then he/she shall be replaced for the remainder of the proceedings with the alternate who received the next highest number of votes from the musicians.

16.1.9 Review Process. The Peer Review Committee shall meet with the Music Director and the Musician no later than March 20 to discuss the reasons for non-renewal, the Music Director's evaluation of improvements made, and the Musician's rebuttal. The Union and the Orchestra Committee shall be informed of the meeting time and place, and each may send a representative. The Music Director has the burden of proof and shall speak first. The Musician can present his/her rebuttal immediately, including a demonstration on his/her instrument if he/she wishes and/or a recording of a concert performance, recorded in the prior three years. The Musician can also request a recess of no more than seven days to prepare a rebuttal, after which everyone shall reconvene. No performance shall be required of any Musician, nor shall any media product be used against the Musician unless the Musician elects to use a recording first, in which case the Music Director can then also present a recording of a concert performance, recorded in the prior three years.

After the Musician has completed any rebuttal, the Musician and the Music Director may be called to answer questions from the Committee.

16.1.10 Decision. The Committee may hold a private discussion prior to taking a vote. Each Committee member shall have one vote, and the decision shall be arrived at by simple majority secret vote. The decision of the Committee is final and binding. Final notice of the Committee's action shall be issued to the employer, the Union, and the Musician no later than March 31 of the contract year.

If the non-renewal stands, the musician may elect to retire immediately or may finish out the season. However, any such Musician may not be excluded from future auditions. If the non-renewal is overturned, the Musician shall be reinstated into the orchestra and shall be paid for any services missed due to the non-renewal procedure.

16.1.11 Limitations. A Music Director who is in the first or final season of his tenure as Music Director may not institute proceedings against any tenured musician under this non-renewal process. If a non-renewal occurs before it is known to be the Music Director's final season, the Musician may request to be reinstated and, so long as the position has not yet been permanently filled by audition, such request shall be granted and the Musician must be offered his/her contract for the following season as though the non-renewal had never occurred. During any one season of this Master Agreement, there may be no more than three non-renewals or position changes by the Music Director.

16.2 Discipline for Cause.

16.2.1 Grounds for Discipline. The employer is allowed to establish and enforce reasonable rules and regulations, and take reasonable actions to maintain discipline and promote efficiency. No musician shall be dismissed, demoted or otherwise disciplined except for just cause, and any such action shall occur in a manner consistent with due process and progressive discipline, and shall follow the steps outlined in this Section 16.2.

16.2.2 Warning Letter. The Employer will send any Musician whose behavior is significantly problematic a warning letter by certified mail and email. The letter shall state that its purpose is to give warning under this Section, and shall state the specific reason(s) for such warning. The letter shall also state the specific requirements which, if fulfilled, will result in withdrawal of the warning letter. All written notices shall contain clear and specific reasons. A copy of this letter shall be sent to the Orchestra Committee Chairperson and the Union.

16.2.3 Private Conference. If requested by the Musician or the employer, a private conference shall be scheduled between the Musician and a representative of the employer for the purpose of discussing the issues outlined in the warning letter. The Musician must request the conference within fifteen (15) days of receipt of the warning letter, and the conference shall occur within ten (10) days of the Musician's request unless the parties mutually agree to postpone. The Musician may have a representative of the Union or the Orchestra Committee, or another witness of his/her choice present at this conference. If the Musician chooses to have a witness present, then and only then, the employer may also have a witness present.

16.2.4 Discipline. Written notification of any disciplinary measures, including dismissal, shall be sent by certified mail and email to the musician by the employer. If no dismissal or demotion is involved, this process will end here, except that the Musician can file a rebuttal letter as outlined in Section 16.3 below. If dismissal or demotion is involved then a copy of this letter shall also be sent to the Orchestra Committee, the Music Director, and the Union, and the process will continue as set out below.

16.2.5 Appeal. The Musician has the right to appeal the disciplinary measures to the Disciplinary Review Committee if they involve dismissal or demotion. To activate the Committee, the Musician must file a written request for appeal to the Employer, the Union, and the Orchestra Committee within one month of receipt of the written notification of the dismissal or demotion. Committee membership will be finalized within one week of the request for appeal.

16.2.6 Disciplinary Review Committee. Every member of the Disciplinary Review Committee (DRC) must be a current member in good standing of the AFM when called to serve. Current Orchestra Committee members and Union Stewards are not permitted to serve. The DRC shall be made up of five mutually agreed upon musicians between the Orchestra Committee and the Society. If any specific training is requested by the Society for members of the DRC, a Union representative shall be present throughout such training.

16.2.7 Review Process. Within thirty days of the Musician's appeal, the Disciplinary Review Committee shall meet with the Executive Director and the Musician to discuss the disciplinary measures. The Union and the Orchestra Committee shall be informed of the meeting time and place, and each may send a representative to observe. The discussion can include the possibility of a lesser sanction. If the Musician agrees to a lesser sanction there is no need to continue the process. If the Musician does not agree to a lesser sanction but the Executive Director does, the lesser sanction shall be included as an additional option on the ballot.

16.2.8 Decision. Immediately following the meeting, the DRC may hold a private discussion prior to taking a vote. Each Committee member shall have one vote, and the decision shall be reached by simple majority secret ballot. The decision of the DRC is final and binding. Final notice of the Committee's action shall be issued to the Employer, the Union, and the Musician within ten days of the vote.

If the decision is to uphold a dismissal, the employer may, at its sole discretion, allow the Musician to continue employment until the end of the season or may release the Musician and compensate him as per his personal contract through the end of the current season.

If the decision is to uphold demotion or any other lesser sanction, the employer may, at its sole discretion, enforce it immediately or wait until the following season.

If the decision is to oppose the sanction, the musician shall be reinstated into the orchestra and shall be paid for services missed due to the disciplinary procedure. However, if the decision includes suspension without pay, such services missed may be counted toward the suspension time.

16.3 Rebuttal by Musician. The Musician has the right to file a rebuttal letter with the employer contesting or explaining the circumstances surrounding the subject of any warning letter. Such a letter shall be attached to the warning letter and any other documentation arising from this procedure, and placed in the Musician's permanent file.

16.4 Resignation. At any time the Musician may submit a letter of resignation to the employer. The resignation shall become irrevocable if acknowledged in writing by the employer within ten days. The Musician shall have no further right to appeal under this Section 16.

16.5 No Retaliation. No person, including but not limited to the employer, the Union, the Orchestra Committee, or any Musician, shall harass, intimidate, or retaliate against any other person, including but not limited to any Peer Review Committee member or alternate, Disciplinary Review Committee member or alternate, Musician, or witness, due to his or her participation in or use of the Peer/Disciplinary Review procedures under this Agreement.

Furthermore, neither a member of the Orchestra Committee, the orchestra stewards, nor the ROPA delegate shall have his/her position in the orchestra jeopardized or shall suffer harassment for carrying out the duties of his/her office.

16.6 Confidentiality. All matters arising under this Section 16 shall be kept strictly confidential by all parties involved unless the Musician who is the subject of the proceeding gives permission for disclosure. However, the Orchestra Committee Chairperson may disclose any or all information to members of the Orchestra Committee; the employer may disclose information as needed to those employees who need to know for managerial reasons; and the Union may disclose to internal union representatives as needed to properly oversee the proceedings.

16.7 Orchestra Committee. If a 16.1 or 16.2 process is initiated against a member of the Orchestra Committee, the first alternate member of the Orchestra Committee shall serve in his/her place during the remainder of the proceedings.

16.8 Grievance and Counsel. The Musician may not be denied redress through the Grievance procedure in Section 17 for violations of due process in this Section 16. The Musician also has the right to have Counsel present at any and all points during the process.

16.9 Notice to Orchestra Committee. Throughout this Section 16, when notice or a copy of a document must be given to the Orchestra Committee, such notice requirements shall be fulfilled by giving notice to the Orchestra Committee Chairperson.

Section 17. GRIEVANCE, APPEAL AND ARBITRATION

A grievance is defined as any dispute between the parties that cannot be resolved informally prior to invoking this grievance procedure. A good faith attempt shall be made to settle any dispute informally before filing a grievance. A Musician, the AFM, the Orchestra Committee or the Employer may file a grievance by informing all other parties in writing of the dispute and requesting a meeting under STEP 1, below.

Grievances shall be resolved as follows:

STEP 1 INFORMAL MEETING

The parties to the grievance shall meet to discuss and resolve the grievance within ten (10) days of the request for a meeting. If the grievance is not resolved, it may proceed to Step 2. A grievance by a musician(s) to the employer or by the employer to a musician(s) shall require a member(s) of the Orchestra Committee and/or an officer(s) of the AFM to be present at the above meeting(s).

STEP 2 FORMAL MEETING

If no resolution is reached within ten (10) days of the meeting held pursuant to Step 1 above, the AFM or Chairman of the Orchestra Committee shall submit the grievance, in writing, to the Executive Director. The parties shall meet within three days of the written grievance to discuss the grievance in an attempt to resolve it. The Executive Director shall give his decision, in writing, within five days of the Step 2 meeting. If the AFM does not accept the Executive Director's decision, the AFM may submit the grievance to arbitration.

STEP 3 ARBITRATION

Either party may submit an unresolved grievance to arbitration with a request to the Federal Mediation and Conciliation Services (FMCS). Such request shall seek a panel of arbitrators and shall be copied to the other party. The arbitrator shall be selected by the parties alternately striking names with the party filing the grievance striking first. The arbitrator shall:

- a) render a decision that shall be final and binding on the parties;
- b) have no authority to add to, subtract from, or otherwise modify this Agreement.

The fee and expenses of the arbitration shall be borne equally by the parties. If either party refuses to participate in the selection of the arbitrator, the FMCS shall assign an arbitrator.

Section 18. ORCHESTRA REPRESENTATION

- 18.1.** A member of the Orchestra Committee shall be invited to attend all meetings of the Board of Directors and all meetings of the Executive Committee of the Society as a voting member. The above does not apply to executive sessions of the Executive Committee.
- 18.2.** One member of the Orchestra Committee and two members of the orchestra elected at large by the orchestra shall be invited to attend all meetings of the Orchestra Conductor Selection and the Executive Director Selection Committees of the Society as voting members.
- 18.3.** A member or delegate of the Orchestra Committee shall be invited to attend all meetings as a voting member of all Society Committees including, but not limited to: Education Committee, Long Range Planning Committee, Budget and Finance Committee, and Diversity Committee. The Nominating Committee (nominating Board members) and the non-Society-run Endowment Advisory Board are exempt from this provision and are not required to invite an Orchestra Committee member or delegate to attend.

Section 19. ORCHESTRA STEWARD

An orchestra steward and alternate steward shall be designated by the AFM Local 433. The stewards shall undertake to see that all provisions of this agreement are met by both parties to this agreement. The stewards may perform other appropriate duties as requested by musicians or as agreed upon by the employer and the Orchestra Committee. The steward and designated alternate shall be paid by AFM Local 433 in an amount agreed upon by the parties involved. The steward shall designate an acting steward for all services s/he is not in attendance. The steward and the Union shall agree on a list of mutually acceptable musicians who can be designated as needed. Such list may be amended throughout the season. The steward shall inform the Society, the Orchestra Committee, and the Union of the acting steward's identity. The acting steward must be tenured and a current member in good standing of the AFM when called to serve.

Section 20. UNION RIGHT TO BE PRESENT

The Society and/or the Orchestra Committee shall be deemed to have fulfilled any notice requirements to the AFM upon furnishing notice to the AFM, Local 433, at least forty-eight hours in advance of any meeting or hearing wherein the AFM Local 433 has the right to have two representatives present under this contract.

Section 21. NEGOTIATION OF MASTER CONTRACT

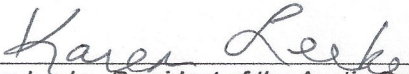
By November 1 the Orchestra Committee and the AFM shall notify the employer of the names of the individuals who shall represent them in contract negotiations. Legal counsel may be included if so desired. At that time, the employer shall indicate its representatives' names so that preliminary negotiations may begin. The target date for a draft of the Master Agreement to be ready is February 15. All parties to the contract shall make a reasonable attempt to conclude negotiations by April 10. Dates and times for negotiating sessions shall be agreeable to all parties. Such agreement shall not be unreasonably withheld. Ratification of the contract by musicians shall be in accordance with the provisions of the Labor Management Reporting & Disclosure Act of 1959 as amended.

Section 22. EQUAL OPPORTUNITY

The Employer shall not discriminate against any musician performing with the orchestra or applying for the right to perform in the orchestra on the basis of race, color, creed, religion, sex, sexual orientation, gender identity and expression, age, national origin, reasonably accommodated handicap or activity on behalf of the union.

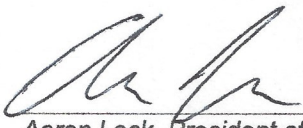
Section 23. VIOLATIONS

Any article, word or phrase in the above which may be construed as in violation of any state or federal statute is hereby declared null and void.



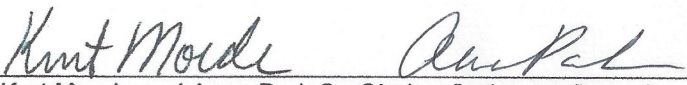
Karen Leeke, President of the Austin Symphony Orchestra Society, Inc.

6-12-19
Date



Aaron Lack, President of Local 433, American Federation of Musicians

6/11/19
Date



Kurt Moede, and Anna Park Co-Chairs, Orchestra Committee

6/11/19
Date