

Agreement

between

*Austin Symphony Orchestra
Society, Inc.*

and

*Austin Federation of
Musicians*

September 1, 2025 – August 31, 2028

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This Master Agreement (or CBA), effective September 1, 2025, 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 vacancy for 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.

5.1.1. Split Services. 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.

5.1.2. Extended Services. Twice each season, the Society can schedule a concert run with a 3 hour dress rehearsal and/or 3-hour concert(s) without paying overtime under section 6.4. Instead such extended services shall be compensated at a straight time rate which is equal to one-point-two times (1.2x) the individual musician's contracted per service wage. Extended services must be announced before or with the service offer for the series. There will be a minimum 20 minute break for these extended services.

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	Keyboard
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 their 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.

1. In the absence of the contracted Concertmaster, Associate Concertmaster, and Assistant Concertmaster in any single set of services, the Music Director may appoint an acting Concertmaster from among the members of the first violin section, or may, after consultation with the Orchestra Committee, request to appoint the Principal Second Violin or Assistant Principal Second Violin to serve as the acting Concertmaster.
2. In the absence of enough contracted Second Violinists to fill both titled second violin positions, the Music Director may, after consultation with the Concertmaster, request to appoint a Principal and/or Assistant Principal Second Violin from among the members of the first violin section. Per standard hiring order, titled positions shall be offered to members of the second violin section before first violin members, and to first violin members before imports.

Section 6. COMPENSATION

6.1. Per-Service Pay Schedules.

Symphonic Service: Pay scale begins Sept. 1 of the first year listed and continues through Aug. 31 of the second year listed, paid retroactive to Sept. 1 if this CBA is ratified after Sept. 1 of the first year listed. Assistant Principal Scale is 110% of Section Scale. Principal Scale is 120% of Section Scale.

	Section Scale	Assistant Principal Scale	Principal Scale
2025-2026	\$188.87	\$207.76	\$226.64
2026-2027	\$194.54	\$213.99	\$233.45
2027-2028	\$206.21	\$226.83	\$247.45

Non-Symphonic Service: Pay for each Non-Symphonic Service is Principal Scale plus \$10.

6.2. Educational Symphonic Concerts. Educational Symphonic concerts (ESC) utilize a full orchestra and most recently include High School (Beyond the Notes), and Young People’s Concerts (YPC). 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 without triggering overtime under Section 5.1. Rehearsals and 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 0001 AM and ending Saturday at 2359 military time.

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) When there are two services in the same day, the services must be separated by a minimum of three hours, with the following exceptions.

1. Educational Symphonic Concerts, Building Blocks, and Tuneful Tales require a minimum of two hours between two educational services (performances only) in one day.
2. **Survey.** Twice each season the Society can survey the full roster of musicians to ask if the musicians would allow the break to be shortened to a minimum of 2 hours without triggering overtime under Section 6.4. The survey must:
 - a. Be held after the music is available for musicians.
 - b. Be announced with the service offer for the series (i.e. that a shorter break will be requested via a later survey).
 - c. Remain open for a minimum of 48 hours.
 - d. Keep responses anonymous, and
 - e. Include all musicians on the roster as of the date of the survey.

If 100% of the rostered musicians agree to shorten the break without an overtime payment then the schedule can be changed without penalty and the break shortened to a minimum of 2 hours without an overtime payment.

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). Direct deposit shall be the method of payment used for all services to be paid within five business days of the final service in a concert cycle. During the transition to direct deposit (and at other times as determined by the employer) payment may be made by check at the final concert of the series. Payment will not be made available until all appropriate paperwork is submitted to the employer (ex. W4, I-9, etc.). Pay stubs must be easily accessible by all musicians. The employer shall pay a penalty of one percent for each day payment is delayed.

6.7. Non-Symphonic Services.

6.7.1. Definition and Interest. Non-Symphonic services generally involve smaller ensembles (up to 12 musicians), generally do not have a conductor, and may utilize special skills (such as speaking and demonstration) beyond symphonic playing. These services do not fall within the definition of Symphonic Services under section 7.1.2(a). Current Non-Symphonic services include Building Blocks (BB), Tuneful Tales, and small ensemble community engagement services. Musicians shall have input on the program specifics in order to prevent injury and to help ensure a better quality performance. At the beginning of each season, the employer shall send a brief survey to all musicians to submit their name to be included on the hiring roster for Non-Symphonic services if they are interested in these services. The list of interested musicians shall be updated as soon as possible each season after the survey is complete, during which time the list from the previous season shall continue to be in effect. At any point during the season, musicians can request to be added to the list of interested musicians, and shall then be added as soon as possible to the list without affecting rosters that have already been set.

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. If only a single violinist is required, violinists shall be offered the services in the following order (among those who have expressed interest): Concertmaster, Associate Concertmaster, Principal 2nd, Assistant Concertmaster, and Assistant Principal 2nd. This shall be followed by a randomly generated hiring order that includes both first and

second violins. If the end of the Non-Symphonic hiring list is reached, the same order shall be followed among those violinists who did not express interest on the annual survey for these services.

6.7.4. Tuneful Tales. Tuneful Tales are currently small ensemble, Non-Symphonic concerts. Hiring for these shall follow the non-symphonic hiring order as described above. Tuneful Tales programs 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 Non-Symphonic per-service rate specified in Section 6.1 without triggering overtime under Section 5.1

6.7.5. Teaching Artists. The Society may ask musicians about their interest in being a Teaching Artist. This position involves more teaching than playing and because of the non-symphonic skill set involved, does not have to follow the same hiring order as other Non-Symphonic services. This work shall be compensated at a minimum of \$60/hour for training, professional development, and a minimum of one hour of preparation time per program, and shall be compensated at a minimum of \$80/hour for in-class teaching work.

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 Capitol 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, for run-outs and tours, at its expense, transportation for venues 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 deemed to be 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. For run-outs and tours, 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 their 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. Their 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 their guaranteed minimum services for the following season. The Initial Service Offer shall include the number of Symphonic services the musician must play in order to meet their required minimum for the season. Probationary Musicians' Initial Service Offer must include the number of Symphonic services required in order to be considered for tenure.

If the Master Agreement has expired or will expire before the following season and a new Agreement has not been ratified by the May 1 deadline, the Employer shall send a Letter of Intent rather than a personal contract. The Letter of Intent shall state that the Employer intends to hire the musician, at the terms specified above (1-5) that would be included in each personal contract. Each musician shall sign and date the Letter of Intent, indicating their intent to return for the following season. Once a new Master Agreement has been ratified, the Society shall promptly issue the personal contracts to each musician. 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. 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 Masterworks 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 Masterworks, 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).

7.3.3 Concurrent Services. In case of concurrent services, the Society shall consult with the Orchestra Committee and the Music Director for hiring order.

7.4. Refusal Deadline. If a musician decides not to accept a specific service (or services) offered at the beginning of the season, they 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. Ensemble Manager. No less than forty-five days before the first service in any concert series, all information relative to those services shall be displayed on Ensemble Manager, and a confirmation reminder shall be sent to each musician on the roster for that series. The musician will confirm their acceptance of the series through Ensemble Manager. (The term "Ensemble Manager" 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 for all services, both Symphonic and Non-Symphonic:

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 Ensemble Manager 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 16 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 16. 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.

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. Any and all students participating in a side by side will not be considered imports.

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.
6. Service offers may have a shortened timeline for acceptance for imports as follows:
 - a. Imports shall have at least 48 hours to accept or decline offered services.
 - b. Within 7 days of the first rehearsal, this can be shortened to 24 hours if accompanied by a text or a phone call with the acceptance deadline.

- c. Within 3 days of the first rehearsal, 2-3 simultaneous email offers can be sent to imports with a "first response will get the work" condition. Once someone accepts, all others must be notified that the spot has been filled as soon as possible, but no later than within 24 hours.
- 9.3. An import shall be seated behind the regularly contracted musicians, unless otherwise agreed to by the musicians and Music Director.
- 9.4 Under no circumstances shall a substitute musician be engaged in place of a regularly contracted musician who is willing and available to perform and has not previously declined the engagement. If a regularly contracted musician initially declines the engagement but later requests to play, they shall be added if there is a vacancy, but they may not replace an import who has already been hired.
- 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 a 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 Music 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.

10.3.1. Season Scheduling. 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.

10.3.2. Masterworks Rehearsals. Masterworks series may include one daytime rehearsal in up to two of the Masterworks series per season, but no more.

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 a non-Society organization or venue (e.g. the Moody Center, the Long Center, Bass Performing Arts Center, etc.), 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, they met or exceeded their minimum service requirement. This requirement shall not apply to a musician in the first year of their 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. Paid Personal Leave and paid Sick Leave may be utilized for maternity, paternity, and adoption purposes within a period of three (3) months from the date of birth or adoption. Paid Personal Leave and paid Sick Leave shall count towards the musician's minimum service requirement described in 7.1.2.

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 Masterworks 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. Each musician is entitled to two paid services for sick/emergency leave each season. 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 up to two services plus the number of services they have accumulated under Section 10.6.2(b) from previous seasons. 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 they 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. These parts shall not be used outside of ASO events without written permission. 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 65-82 degrees Fahrenheit.

10.9.2 Outdoor Venue. Acceptable temperature range is 65-95 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. The Society shall exercise their best efforts to provide adequate, close parking for all services at no cost to the musicians.

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 their 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. Harassment Policy. The employer may require musicians to complete online workplace harassment training (uncompensated) not to exceed 45 minutes every two years. Appendix A, Harassment Policy is incorporated as a part of this Master Agreement.

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 Masterworks 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. Live news coverage using short excerpts of performances will be exempt from review when a review is not feasible.
- 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 their 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. Musicians may self-identify with respect to gender. Musicians who do not identify with a gender may choose between any of the available options for a particular type of program.

12.1. Formal-Evening Concerts (As Determined).

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 Concerts (Masterworks 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 black, long-sleeved collared dress shirt with long black tie or bolo. 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: Attire described in 12.1 or 12.2.

12.4. Semi-Formal (ESC—including HS, YPC, Pit, and Pops Movie 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, Hartman CITP, 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. Any such option shall not require any cost to the musicians.

12.8. Dress Code Policies. Dress shall be listed in Ensemble Manager at least 2 weeks before the first service of each concert. If changed within 2 weeks, the change must not cause any additional cost to any musician. 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, CONDUCTORS, AND STAFF

13.1. Evaluation of Music Director, Assistant Conductor, and Staff. As often as annually, the Orchestra Committee shall survey the musicians regarding the Music Director and the Assistant Conductor by means of a written evaluation form. 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 also periodically conduct such a survey regarding staff who work directly with the musicians.

13.2. Evaluation of Guest Conductors. The Orchestra Committee 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. The Society will receive a report with the results of any and all surveys of guest conductors.

Section 14. AUDITIONS

Auditions for vacancies shall be held at least once each season.

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 they are 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 they 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 or 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, the Music Director shall concede the 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 round 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 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 simple majority of 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 the MD 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 \$50 per hour.

Section 15. TENURE PROCESS

15.1. Probationary Period. Beginning with the 2026-2027 Season, the first full calendar year from a new Musician's official Start Date will be probationary ("First Probationary Year"). In some circumstances this Probationary Year may be extended for a partial or full additional year ("Second Probationary Year"). The "Probationary Period" is the entire probationary time including the first and all or any portion of a second year. The "Start Date" will be the Musician's choice of September 1 or January 1 following the audition, and may be delayed to the following September 1. The Probationary Musician's personal contract shall include their official Start Date and will last one full year from that Start Date notwithstanding the ending date of the season. It shall also include a copy of the tenure process as outlined below, including the Evaluation Criteria, and a personalized estimated timeline and requirements for tenure. Except for Just Cause or Extreme Artistic Issues, a Probationary Musician may only be terminated after a Final PAC Review as outlined in Section 15.5 below.

The parties agree that this period is intended to provide the Probationary Musician with the opportunity to establish themselves as a member of the orchestra and for the orchestra to grow together with the Probationary Musician. The Probationary Period is also intended to allow the Music Director (MD), with input from the Probation Advisory Committee (PAC), to evaluate the Probationary Musician's ability to perform the job for which they have been hired, at the standard of the orchestra.

Evaluation Criteria. The criteria on which each Probationary Musician will be evaluated will be job-related and are:

- a. Professionalism: punctuality, treating colleagues with respect, complying with established standards and policies of the institution.
- b. Technical proficiency on the instrument consistent with the level of the orchestra: sound quality, intonation, articulation, rhythm and pulse, dynamic range, bow technique (for string players).
- c. Ensemble playing: ability to match colleagues and section mates with regard to sound quality, intonation, articulation, rhythm and pulse, dynamic range, bowing (string players).
- d. Artistry: responsiveness to direction from the podium. Ability to deliver expressive and nuanced performances at a level of artistry consistent with the level of the orchestra.
- e. Leadership: for musicians acting in a principal or solo capacity, ability to lead effectively and appropriately. Fulfilment of any agreed-upon and clearly enumerated administrative functions.
- f. Growth: ability to respond to constructive criticism of musical, professional and leadership expectations. Evident striving for and dedication to attaining ever greater musical performances.

Musicians who have begun their probation prior to the 2026-2027 Season shall continue the previous tenure process to its conclusion.

15.2. Probation Advisory Committee (PAC). The PAC for each Probationary Musician shall consist of the tenured musician members of the audition committee who judged the auditions that led to the engagement of the Probationary Musician plus additional tenured musicians from the section (or closely related sections) to bring the number of musicians up to eight. The PAC is charged with providing advisory feedback on the Probationary Musician's performance to the Music Director. To facilitate this, the PAC members should make an effort before each meeting to hold informal discussions with non-PAC musicians who may have relevant knowledge of the Probationary Musician's performance under the evaluation criteria. The discussion of concerns and evaluation criteria is central to the decision-making process of the PAC, so all participants, including the Music Director, must attend the meetings themselves, and proxy voting is not allowed.

15.2.1 Vacancies: If there is no Music Director, the Society, with input and agreement from the Orchestra Committee, shall name an acting MD with commensurate experience and knowledge of the Probationary Musician's playing. If audition committee musician members are unavailable or unable to serve, or additional musicians are needed to bring the initial total PAC members up to eight, tenured musicians with appropriate knowledge of the instrument and the Probationary Musician's performance shall be chosen to serve by the musicians on the PAC in coordination with the Music Director.

Once the PAC is formed, those same musicians will serve until the end of the process with no substitutions or additions. However, if the number of musicians drops below five at any point in the process after the first meeting, the Personnel Manager shall consult with the Orchestra Committee, the Music Director, and the remaining members of the PAC to decide whether it would be fair to the process to add one or more musicians at that stage, to bring the number up to five. If so, one or more mutually agreed addition(s) may be made for that purpose.

15.2.2 Conflicts of Interest: No musician may serve on a PAC where that musician's participation would compromise the integrity and impartiality of the process or would create an appearance of partiality. Such conflicts of interest include but are not limited to (a) musicians who competed for the position held by the Probationary Musician, (b) any musician with a relationship (dating, familial, teaching, or other) with the Probationary Musician, (c) any musician with similar relationships with a musician who competed for the position won by the Probationary Musician, or (d) any musician who has recently stepped down from the position, causing the vacancy that was filled by the Probationary Musician. The parties will be jointly responsible for identifying and resolving any potential conflicts of interest prior to the start of the probationary process. The Probationary Musician is encouraged to raise conflict of interest concerns at any point during the process through the Orchestra Committee, Union Steward, or directly with the Personnel Manager.

15.3. Required Minimum. In order to be granted tenure by the Music Director in any Probationary Year, a Probationary Musician must play a minimum of one half of the guaranteed minimum symphonic services for their position (A-1=58 services, A-2=44, and A-3=39). That number of services should include at least 4 Masterworks concert series unless said musician was only offered 4 or fewer Masterworks series during the Probationary Period, in which case the Final PAC Review under this tenure process can be delayed until after the 4th Masterworks has been successfully completed by such musician.

15.4. String Section Requirement. During the First Probationary Year (and again during the Second Probationary Year if requested by the Music Director or the section Principal), probationary string musicians shall play one Masterworks concert series on the first stand with the Principal of the section and with the MD conducting. (If the Principal or MD position is vacant or they are on a longer leave and unavailable, the acting MD or Principal can be an acceptable substitute, with the PAC's agreement.) This shall happen within the first eight months of the Probationary Year if at all possible, but must occur before the Final PAC Review. The Probationary Musician will not be serving as Assistant Principal, and shall receive their personal contract pay for this series. The (acting) Assistant Principal will sit 3rd chair and will be compensated at Assistant Principal scale or their personal contracted wage, whichever is higher. The (acting) Assistant Principal shall serve as Principal if needed.

15.5. Review Process. During each Probationary Year, the Music Director shall meet with the Probationary Musician at least once, to assess the musician's job performance and to offer such insights and observations as may be helpful to the musician in fulfilling their position in the orchestra. Additional meetings may be requested by the Probationary Musician or the Society. At any such meeting, a representative of the Society and an additional representative from the PAC shall be invited to attend. The Probationary Musician shall be informed that they may have a union representative attend any formal or informal meeting. Open and constructive dialog between the musician and the Music Director is encouraged.

15.5.1 Time Periods. The time periods set out below are intended to provide a proper framework for evaluation, discussion, feedback, and growth for the Probationary Musician. Months in which the symphony is performing less do not provide as much opportunity for these goals to be met. Because the symphony's performances are spread unequally throughout the year, the timelines may be adjusted slightly to be shorter or longer as long as the spirit of the overall process has been met. Such adjustments outside the time periods set out below may be made with the mutual agreement of the Music Director, the Orchestra Committee, and the Union.

15.5.2 Comments. In January and in May the Society shall provide orchestra members with the opportunity to complete an optional, anonymous survey to provide feedback on Probationary Musicians. Comments shall be based on the criteria enumerated in Section 15.1 above, and with the purpose of providing constructive comments to support each Probationary Musician's attainment of tenure. The Evaluation Criteria shall be included in the survey for reference. 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 PAC in written form.

15.5.3 First PAC Review. The PAC shall meet with the Music Director after comments have been collected. The purpose of this First PAC Review is to discuss the Probationary Musician's performance and identify any concerns that could preclude the Probationary Musician from attaining tenure. The Personnel Manager will attend this meeting to document the discussion.

15.5.4 Musician Review Meeting: A Musician Review Meeting shall be held approximately 5-6 months after the Probationary Musician's Start Date, after comments have been collected and after the First PAC Review. The Music Director, the Probationary Musician, at least one member of the PAC, a union representative, and the Personnel Manager shall attend. At this meeting, the Music Director will answer questions and provide further guidance aimed at assisting the Probationary Musician in successfully attaining tenure. The Music Director will communicate to the Probationary Musician whether or not their attainment of tenure is in jeopardy and what concerns must be addressed prior to the Final PAC Review. A written summary of this guidance along with any helpful notes from the First PAC Review will be provided to the Probationary Musician by the Personnel Manager within two weeks after the meeting.

15.5.5 Final PAC Review. The Music Director and the PAC shall meet for a Final PAC Review approximately one month before a full season would have elapsed since the Probationary Musician's Start Date. This Final PAC Review shall be scheduled at least two months after the Musician Review Meeting has been held and after the Probationary Musician has had some opportunities with the Music Director conducting to correct any concerns conveyed in the Musician Review Meeting. It should also occur after the musician has performed at least 4 Masterworks series with the Music Director on the podium and some variety of styles of music (Pops, Masterworks, Youth, etc.). The purpose of this meeting is to discuss the Probationary Musician's performance and the decision to grant or deny tenure. Following the discussion at this meeting, the musicians of the PAC will take a secret ballot vote, administered by the Personnel Manager. In the first year of probation, the vote will have three choices; (a) grant tenure, (b) grant a Second Probationary Year, or (c) dismissal. In a Second Probationary Year, the vote will have only two choices; (a) grant tenure, or (b) dismissal. The results of that vote will immediately be provided to the MD, who will make a final decision before the meeting is adjourned. The Personnel Manager will attend, document the discussion, and provide a written list of concerns and any constructive guidance discussed at this Final PAC to the Probationary Musician within 3 weeks of this Final PAC Review.

Although a meeting with the musician is not required in connection with the Final PAC Review, it is highly recommended, so that additional constructive feedback can be given in person to help the musician improve, especially if the decision is to dismiss or to extend a Second Probationary Year.

15.5.6 Extension of Time. The full process outlined in this 15.5 should occur within each Probationary Year if possible. If the period must be extended to allow the musician to perform a 4th Masterworks series with the Music Director on the podium, the musician shall be informed of that and the probationary contract extended until the Final PAC Review can be held.

15.5.7 Meeting Guidelines. Although in-person meetings are preferred, video meetings are permissible when necessary. All meetings outlined in this process shall be closed, and the discussion kept confidential by attendees.

15.6. Tenure Decision. A Final PAC Review will result in one of the following outcomes.

15.6.1. Tenure. If the decision is to grant tenure, the musician shall receive a new personal contract for the season, at their tenured position, and will receive future individual contracts as per Section 7.1. All actions with respect to the current season will count toward any requirements in this CBA (minimum symphonic services, minimum service requirements, etc.) regardless of whether the musician was tenured or probationary at the time.

15.6.2. Probation. If the Music Director's decision is to grant a Second Probationary Year or is not supported by a majority of the PAC, the Probationary Musician shall be offered one additional year of probation. The Second Probationary Year shall begin on the one-year anniversary of the musician's Start Date and shall continue for one more year or until this Tenure process has been fully completed during the 2nd year, whichever comes first. During this second year of probation, the musician must continue to meet the Required Minimum under Section 15.3, string players may be asked to sit on the first stand again under Section 15.4, and the Review Process under Section 15.5 shall be followed. Once this second year of probation has been completed, the Music Director's decision is final.

Although Probationary Musicians are not otherwise eligible to take a Sabbatical year, a deferred second year of probation for health, family, or other compelling reasons can be allowed with the Music Director's approval.

15.6.3. Dismissal. If the decision is to dismiss the musician, then the Probationary Musician shall be informed of the reason(s) for the Music Director's decision, and if the musician so chooses, will be allowed to perform any remaining concert series that the musician has already accepted and confirmed through Ensemble Manager.

15.6.4. Notice to Musician. The Probationary Musician shall be informed in writing of the tenure decision within five business days of the Section 15.5 Final PAC Review. If a musician is not informed in writing by this deadline, then in the First Probationary Year they will enter a Second Probationary Year; and in the Second Probationary Year, they will then be considered a tenured musician.

15.7. Extreme Artistic Issues. In rare cases when the Probationary Musician exhibits extreme artistic issues and is clearly unable to adequately perform their duties to the level of the orchestra, the tenure process may be condensed in time as follows:

- a. After a minimum of two months, a majority of the Probation Advisory Committee or the Music Director can call for a First PAC Review without a comment survey of the orchestra. If at this First PAC Review the Music Director and a majority of the PAC agree that concerns are sufficiently serious and ongoing, then a condensed process may continue.
- b. Written notification of specific issues and that a condensed process is being considered must be given to the Probationary Musician.
- c. A Musician Review Meeting shall be held.

- d. The Probationary Musician must be allowed at least two concert series with the Music Director on the podium to address the issues conveyed in the Musician Review Meeting.

15.8. Moving Between Ranks. A musician is tenured at their Rank (A-1, A-2, or A-3), position in the section (except string section seating), and instrument(s) to be played. Members of the string sections may request to be moved to a lower Rank or a lower position in the section on a temporary (1 year only) or permanent basis and the Society shall consider the request if there is a lower Rank position or lower position in the section that can be filled by the musician. Any resulting higher rank vacancy or section position shall be filled in accordance with Section 14.

15.9. Reinstatement. 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 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 their performance at the artistic level of the Orchestra a warning letter by certified mail and email on or before February 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 their choice present at this conference. 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 Masterworks 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 their 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 they 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 that Committee member 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 a rebuttal immediately or can 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.

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 their 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 a 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 their choice present at this conference. 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.

If the disciplinary measure 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 them as per their personal contract through the end of the current season.

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

16.2.5 Appeal. The Musician has the right to appeal using the Grievance, Appeal and Arbitration process in Section 17.

If after appeal there is a finding that a dismissal or suspension was unwarranted, 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, Musician, or witness, due to their investigatory obligations, or participation in or use of the Peer Review procedures under this Agreement.

Furthermore, neither a member of the Orchestra Committee, the orchestra stewards, nor the ROPA delegate shall have their position in the orchestra jeopardized or shall suffer harassment for carrying out the duties of their 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 instead 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 a 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 they are 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.



Justus Zimmerman, CEO/Executive Director of the Austin Symphony Orchestra Society, Inc.

12/12/2025

Date



Russell K. Shores, President of Local 433, American Federation of Musicians

12/12/2025

Date



Jonathan Rouse, Co-Chair, Orchestra Committee

12/12/2025

Date



Anna Park, Co-Chair, Orchestra Committee

12/12/2025

Date

Appendix A

Austin Symphony Orchestra Harassment Policy

Section 1. Policy Statement

The Austin Symphony orchestra Society and AFM Local 433 are committed to providing a workplace in which all individuals are treated with respect and dignity, and that is free from all forms of discrimination and conduct which can be considered harassing, coercive, or abusive. Sexual harassment in the workplace is unlawful, as is harassment based upon race, color, religion, national origin, disability, age, sexual orientation, gender identity, or membership in any other protected group. It is also unlawful to retaliate against an employee for filing a complaint of harassment or for cooperating in an investigation of harassment.

This policy applies to all musicians, management personnel, staff, contractors, and others working with or for the Austin Symphony Orchestra.

Section 2. Prohibited Conduct

2.1 Sexual Harassment

Sexual harassment is prohibited and includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment
- Submission to or rejection of such conduct affects employment decisions
- Such conduct interferes with work performance or creates an intimidating, hostile, or offensive work environment

2.2 Other Harassment

Harassment based on protected characteristics including race, color, religion, national origin, disability, age, sexual orientation, gender identity, or other protected status is prohibited.

2.3 Retaliation

Retaliation against any person for making a harassment complaint, participating in an investigation, or opposing harassment is strictly prohibited.

2.4 Artistic Direction Distinguished

This policy does not restrict legitimate artistic direction, musical criticism, or professional feedback delivered in a respectful manner. However, artistic authority does not permit conduct that would otherwise constitute harassment under this policy.

Section 3. Reporting Procedures

3.1 Reporting Options

Musicians may report harassment to:

- Personnel Manager
- Executive Director
- Any Board Officer
- #NotMe App

3.2 Timeline

Complaints should be reported as soon as possible after the incident. The Society will investigate all complaints regardless of when reported.

Section 4. Investigation Process

4.1 Prompt Investigation

All complaints will be investigated promptly, fairly, and confidentially. Initial response will occur within 48 hours; investigation will be completed within 30 calendar days unless circumstances require extension.

4.2 Investigation Procedures

- Private interviews with complainant, accused, and witnesses
- Represented employees may have union representation during interviews
- Confidentiality maintained to maximum extent possible
- Documentation of all findings

4.3 Interim Measures

During investigation, the Society may implement interim protective measures including schedule modifications or supervision changes without prejudicing the final outcome.

4.4 Union Notification

The Union will be notified when investigations involve represented employees and will receive findings and conclusions upon completion.

Section 5. Disciplinary Action

5.1 Range of Discipline

Disciplinary action for substantiated harassment may range from written warning to immediate termination and may include other appropriate measures.

5.2 Immediate Action Authority

For substantiated harassment, discipline including termination may be imposed immediately upon the completion of the investigation without regard to progressive discipline procedures due to the serious nature of harassment conduct.

5.3 Appeal Rights

A musician may appeal an imposition of discipline under this policy through the Grievance, Appeal and Arbitration procedure outlined in Section 17 of the CBA.

Section 6. False Statements

False statements made in connection with harassment complaints or investigations, whether by complainants, accused parties, or witnesses, will result in appropriate disciplinary action up to and including termination.

Section 7. Training

The Society will provide harassment prevention training to all employees within 90 days of hire and annually thereafter. Training costs will be borne by the Society.

Section 8. Records

Investigation records will be maintained confidentially in accordance with applicable law and Society policy.

Section 9. Legal Rights Preserved

Nothing in this policy prevents individuals from filing complaints with appropriate government agencies or pursuing legal remedies under applicable law.

Section 10. Policy Updates for Legal Compliance

This Harassment Policy may be amended by the Employer during the term of this Master Agreement solely to ensure compliance with changes in federal, state, or local law. Any such amendments shall:

- Be limited to changes necessary to comply with legal requirements;
- Be provided in writing to the Union and Orchestra Committee at least 30 days prior to implementation, along with explanation of the legal basis necessitating the change;
- The Orchestra Committee and the Union will have an opportunity to bargain concerning the impact of the change in the law and of any change in the policy; and
- Not diminish protections or rights provided to musicians under this Master Agreement.

All other modifications to this Harassment Policy require mutual agreement of the parties through the standard contract negotiation process.