

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA"), is made this 13th day of September 2022, by and between the Waco Symphony Association, Inc. ("Association") and the Dallas-Fort Worth Professional Musicians Association, Local #72-147 of the American Federation of Musicians ("Union"). Collective bargaining negotiations between the Association and the Union have resulted in the following modifications to the parties' collective bargaining agreement ("CBA"):

1. Extension. The term of the CBA is extended through August 31, 2023.
2. Frozen Terms. During the 2022-23 season, all terms and conditions of employment shall be identical to the terms and conditions of employment in effect during the 2021-22 season, except as modified by this MOA.
3. Modification. The below modification to the CBA shall be effective beginning with the 2022-23 season.

Wage Increase: Wages in effect during the 2021-22 season shall be increased by 5%. Wages as shown on Appendix E shall be modified as follows:

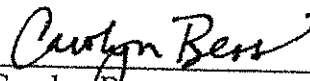
<u>Wages (per service):</u>	<u>2022/23</u>
Section:	\$104.19
Principal:	\$125.02
Personnel Manager:	\$512.66
per service block	

This letter of agreement is subject to ratification of the musicians, and by a majority vote of the Board of Directors of the Employer.

AGREED:



Stewart Williams
President, Local 72-147
American Federation of Musicians



Carolyn Bess
Executive Director
Waco Symphony Association, Inc.

MASTER AGREEMENT
between the
WACO SYMPHONY ASSOCIATION, INC.
and the
DALLAS-FORT WORTH PROFESSIONAL MUSICIANS
ASSOCIATION LOCAL 72-147
AMERICAN FEDERATION OF MUSICIANS
SEPTEMBER 1, 2014 - AUGUST 31, 2017

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AGREEMENT

THIS MASTER AGREEMENT is executed this 19th day of November, 2015 by and between the Waco Symphony Association, Inc., hereinafter designated the "Employer," and the Dallas-Fort Worth Professional Musicians Association, Local #72-147, American Federation of Musicians, hereinafter designated the "Union," who agree as follows:

1. RECOGNITION CLAUSE

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to minimum wages and other conditions of employment for all musicians.

2. MANAGEMENT RIGHTS

2.1 General Provisions. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of the inherent and customary rights to manage all business and artistic affairs of the orchestra.

2.2 Artistic Rights.

2.2A. The Music Director or Conductor shall have full artistic control of all performances and rehearsals; and shall regulate all phases of the musical effort, as well as musicians' professional conduct, deportment, and order.

2.2B. The Music Director or Conductor shall have the unqualified right to establish the seating of the musicians.

2.2C. The Music Director shall have sole authority to choose, select, and offer employment to a candidate for the Concertmaster position.

3. REPRESENTATIVES TO THE BOARD

3.1 Election. The Player's Committee shall appoint (2) members of the orchestra to serve one (1) year terms on the Board of Directors of the Employer for each season. Said members shall have no voting rights or responsibilities and they will not be expected to contribute financially. They shall have access to all public access Board documents and materials, and proper notice of Board meetings. The Board may hold executive sessions that exclude the members in order to discuss issues relating to personnel matters.

3.2 Musicians Advisory Committee. The players' representatives to the Board will both serve as the Musicians= Advisory Committee to the Music Director. The Committee and the Music Director shall meet at least two times per season to discuss and consider any and all matters concerning orchestral performance of concern to the musicians, except matters concerning individual members of the orchestra that in any way might be injurious to a musician within the orchestra, within the profession, or among colleagues.

4. COMMITTEES

4.1 Non-Jeopardy. No musician on any committee constituted by provisions of this Agreement shall have his position in the orchestra placed in jeopardy because of his activities on that committee, nor shall membership on any committee ensure or protect said musician's position in the orchestra.

4.2 Players Committee.

4.2A. The Players Committee shall be comprised of five (5) members elected by the orchestra, as follows: one (1) string representative, one (1) wind/percussion representative, one (1) representative of the orchestra receiving travel pay (Article 17.5A), and two (2) at-large representatives.

4.2B. It is hereby understood and agreed that the Players= Committee shall be the official representative of the Union at the job site. Further, it is understood and agreed by the Union and the Employer that the Players= Committee shall be the official representative body of the Waco Symphony Orchestra musicians.

4.3. Audition Committees. Audition committees will be formed as provided herein. Each audition committee shall be comprised of the Music Director and the musicians from the appropriate family of instruments, as described below.

4.3A. String Audition Committee. For the Strings, Harp, and Keyboard, the committee shall consist of the Music Director, and four (4) String Principals (including the principal of the section for which the position is being auditioned), making a five (5) member voting committee.

4.3B. Woodwind Audition Committee. For the Woodwinds, the committee shall consist of the Music Director, and the four (4) Woodwind Principals (flute, oboe, clarinet, and bassoon), making a five (5) member voting committee.

4.3C. Brass Audition Committee. For the Brass, the committee shall consist of the Music Director, and the four (4) Brass Principals (horn, trumpet, trombone, tuba), making a five (5) member voting committee.

4.3D. Percussion Audition Committee. For Percussion, the committee shall consist of the Music Director, the Principal Percussionist, the Timpanist, and two other at-large players selected by the named committee members, making a five (5) member voting committee.

4.3E. Alternative Audition Committee. In the event that auditions occur in more than one instrument family simultaneously, with the approval of the Music Director and the principals of the affected instrument families, then the audition committee shall consist of the Music Director, the principals of the sections for which the positions are being auditioned, and other principals as necessary to make a five (5) member audition committee. The "other" principals, if necessary, shall be chosen by the existing members of the committee.

4.3F. Principal Chair Audition Committee. The committee shall consist of the Music Director, the remaining principals of like family instruments and other principals, making a five (5) member voting committee. The Aother@ principals, if necessary, shall be chosen by the existing members of the committee.

4.3G. Alternate Committee Members. In the event that a regular member of an audition committee is unavailable or has a conflict of interest (Article 10.4D), or the position is vacant, the Chairman of that committee shall appoint an alternate member of the committee to serve in his place.

4.3H. The Music Director shall have multiple votes equal to the total combined votes of the other members of each audition committee.

4.4 Peer Review Board.

4.4A. The Peer Review Board shall consist of seven (7) musicians chosen as follows:

- (1) Five (5) of this Board shall be chosen from the orchestra at large, and two (2) principal players shall be chosen from the section of like instruments from which the reviewed musician comes. For the purposes of this Board, those sections shall be Strings (including Harp and Keyboard), Woodwinds, and Brass/Percussion.
- (2) All balloting shall be held at the beginning of the season in which at least seven (7) Contract musicians must be nominated. Two (2) principal musicians from each section shall also be nominated and voted upon at this time. The uncounted ballots shall be held in a sealed envelope by the President of the Union and will remain unopened until needed. Election to the Board shall be by plurality. In the event of a tie, that individual with the longest period of continuous employment by the Employer shall be chosen.
- (3) Upon the receipt of written notice of appeal as set forth in Article 16.2, the President of the Union shall immediately contact the Executive Director, who with the President of the Union, shall jointly open the sealed envelope and count the ballots which determine the Board. Both the Executive Director and the President of the Union may, at their option, each choose to strike the names of up to two (2) nominated musicians each from the nine (9) candidates with the highest votes, at which time the candidate(s) with the next highest vote tally shall be added to the nine. The President of the Union and the Executive Director shall not divulge any element of this procedure. The President of the Union shall thereupon call a meeting of the Peer Review Board at which a chairman shall be elected by majority vote of the Board.
- (4) The Peer Review Board shall elect a chairman from its members, and shall inform the President of the Union and the Executive Director of

the results of the election. All correspondence to the Peer Review Board shall thereafter be directed to the chairman, with copies simultaneously mailed to both the Executive Director and the President of the Union.

(5) Should a member of the Peer Review Board have a conflict of interest, he shall resign from the Peer Review Board for that particular case. The member in question shall not be present during nor take part in any proceedings of the case. In addition, the Peer Review Board may not include the following individuals:

(a) A musician in their first, second or third consecutive season with the orchestra;

(b) Any family member of the affected musician;

(c) Any individual who has offered resignation.

4.4B. Obligation of the Peer Review Board. The Peer Review Board shall hear every appeal which is submitted in writing in accordance with the prescribed procedure (Article 16.2).

4.5. Joint Committee. The Players Committee, two members of the orchestra to be invited by the Players Committee, seven persons from the Association's Board of Directors, the Executive Director, and the Music Director shall meet periodically for the purpose of enhancing communication. The Players= Committee or the Association=s Board may call meetings of the joint committee.

5. SCHEDULING

5.1 Season. Each Concert Season shall consist of no less than four (4) subscription concerts and associated rehearsals (hereinafter ARegular Season Services@).

5.2 Services: Definition and Scope.

5.2A. The term "service," when used in this Agreement, shall be understood to refer to any engagement of the musicians called by the Employer that requires the playing of their instrument. There will be no pay for meetings.

5.2B. The term "Service Call," when used in this Agreement, shall be understood to refer to the required report time for each scheduled service, defined as follows:

(1) Each musician shall be in his assigned seat at least five (5) minutes prior to the scheduled start of any service.

(2) Each musician shall be in the location of performance at least fifteen (15) minutes prior to the scheduled start of any performance service.

5.2C. The term concert block, when used in this Agreement, shall be understood to

mean a concert and the rehearsals associated therewith. Whenever possible, consideration should be given to scheduling services that constitute a service block in as concise a manner as possible, preferably within the same calendar week.

5.2D. Employer may schedule one string sectional and one woodwind/brass/percussion sectional in a concert block provided, however, Employer shall not schedule sectional rehearsals in more than four concert blocks during any Concert Season.

5.3 Service Starting Time and Duration.

5.3A. The earliest starting time for any service shall be ten (10:00) a.m. except for educational concerts which may start as early as nine (9:00) a.m.

5.3B. Announcements by representatives of the Employer or the Players=Committee may be made to the orchestra during the five (5) minutes between the service call for a rehearsal and the scheduled starting time for that rehearsal; all orchestra members are required to be in their assigned seats at that time (Article 5.2B(1)).

5.3C. A service shall begin at the scheduled starting time for that service except as follows:

- (1) When the starting time of a service is delayed because of a musician's or musicians' unexcused late arrival at a service, the starting time of that service may be delayed up to five (5) minutes without additional compensation to the musicians.
- (2) At educational concerts, when the starting time of an educational service or concert is delayed for reasons including but not limited to the late arrival of students, the starting time of the service or concert may be delayed up to five (5) minutes without additional compensation to the musicians.

5.3D. The duration of a service shall begin at the scheduled starting time for that service as provided in Article 5.3C.

5.3E. All services shall have a maximum duration of two and one half (2-1/2) hours for all rehearsals and performances. The maximum duration of a service shall apply to all musicians.

5.3F. Ballet or Opera services, including orchestral rehearsals thereof, shall have a maximum duration of three (3) hours for all musicians.

5.3G. On a double-service day the total time of two (2) rehearsals, or of a rehearsal and a concert, shall not exceed six (6) hours.

5.4 Intermissions.

5.4A. Rehearsals.

- (1) No intermission shall be required for rehearsals of one (1) hour or less. Intermissions at rehearsals shall be a minimum of fifteen (15) minutes in duration for any rehearsal between one (1) hour and two and three-quarters (2-3/4) hours in length.
- (2) The maximum playing time before intermission at rehearsals shall be seventy-five (75) minutes, except during dress rehearsals, three (3) or-more-hour services, and rehearsal/concert combination services, when the maximum playing time before intermission may be extended to ninety (90) minutes. This provision shall not apply to opera or ballet dress rehearsals.

5.4B. Performances. Intermissions at performances shall be a minimum of fifteen (15) minutes in duration. The maximum playing time before intermission shall be ninety (90) minutes, except during single-movement or single-act works or where an intermission would disrupt the continuity of the performance.

5.4C. Opera. Intermissions at three and one-half (3-1/2) hour opera services shall be a minimum of ten (10) minutes each, and not less than a total of twenty-five (25) minutes for the service. Intermissions at opera dress rehearsals shall be called as scheduled in the performance.

5.4D. Ballet Dress Rehearsals. Intermissions at ballet dress rehearsals shall be called as scheduled for the performance.

5.4E. It shall be the duty of the Personnel Manager to notify the Conductor when intermission is due. If, at dress rehearsals, production problems make it impractical or impossible to take an intermission at a specified time, it shall be left to the Conductor's discretion when the intermission shall be called. However, in no case shall the playing time be continued past ninety (90) minutes.

5.4F. There shall be no infringements by anyone on the musicians' or the Music Director's time during intermission.

5.5 Intervals Between Services.

5.5A. Between rehearsal services on the same day, there shall be scheduled a minimum interval of one and one-half (1-1/2) hours and a maximum interval of two (2) hours.

5.5B. Between back-to-back concert performance services on the same day, there shall be scheduled a minimum interval of fifteen (15) minutes.

5.5C. Between a rehearsal/concert combination service, there shall be scheduled a minimum interval of fifteen (15) minutes.

5.5D. Between the conclusion of any service and the beginning of a subscription series concert service, there shall be scheduled a minimum interval of at least 15 minutes, except in the event of circumstances beyond the Employer=s control.

5.6 Overtime.

5.6A. Overtime shall be understood to be that time worked beyond that allotted for a service, or that time worked beyond the intra-service limits set within back-to-back and combination services. Each musician working overtime shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay. Overtime shall be paid in minimum units of fifteen (15) minutes each. All such standard overtime shall be considered to be outside the musician's contracted services and shall be paid in the next applicable pay period which shall be within ten days. Standard overtime shall not be credited to a musician's seasonal service obligation.

5.6B. One (1) fifteen (15) minute segment of emergency overtime per service may be used without prior warning.

5.6C. In the event that overtime beyond one (1) fifteen (15) minute segment is likely, the Personnel Manager shall warn the musicians no later than the beginning of the last regular intermission of the service. This warning shall not constitute a guarantee that overtime will be used. Musicians who are unable to remain for the second or greater segment of overtime so announced shall be allowed to leave without penalty, but will not be compensated for overtime not worked.

5.6D. The Employer may extend the length of any service by announcing overtime at least twelve (12) hours in advance of a service. Musicians shall be required to remain for the entire extended service and shall be compensated as required for all overtime so announced whether or not it is used. The extended period may be limited to those musicians needed for the extra time.

5.6E. There shall be a five (5) minute intermission during the first (1st) half hour and during the second (2nd) half hour of overtime. When deemed necessary by the Conductor or as may be required to avoid disruption of the musical program, these intermissions may fall at the end of those segments in which the intermissions are required.

5.7 Scheduling Notification.

→ 5.7A. The Employer shall mail a copy of the tentative schedule of services for the season by May 15 of each year to each contracted musician. A final schedule is due by July 15, at the time individual season contracts (see Article 7.2A) are issued.

5.7B. Notice of additions, deletions, confirmations of tentative dates and/or other changes to the schedule shall be made at least twenty-one (21) days in advance. Notice shall be made in one or more of the following ways: by mail postmarked a minimum of three (3) days before the twenty-one (21) day deadline, notice handed to musicians, by e-mail, or by telephone.

5.8 Cancellation of Services.

5.8A. No payment or service credit shall be required if cancellation of an indoor or outdoor service is due to inclement weather or the threat thereof. However, if the Employer has not made a reasonable good faith effort to notify the musicians and they arrive at the concert location, full payment or service credit shall be given.

5.8B. Should, at the commencement or during the course of any season, the Employer deem it necessary to suspend operations for financial or any other reason, except under emergency conditions (see Article 19.12), there shall be no return to work until each musician is fully compensated for all services actually rendered but not paid.

5.8C. Should a non-Principal musician cancel a service, or services, with less than 30 days notice to the Personnel Manager before the first rehearsal for a concert, for any reason other than those provided for pursuant to Article 9 hereof, then such musician shall forfeit any tenure or seniority previously conferred upon such musician.

6. TITLED POSITIONS

6.1 General Provisions.

6.1A. Titled positions are limited to Principal.

6.1B. Duties other than those described herein for all Principal positions shall be written into each Principal's Individual Contract (see Appendix A).

6.2 Principal.

6.2A. The following sections shall require a Principal: First Violin (Concertmaster), Second Violin, Viola, Cello, Double Bass, Flute, Oboe, Clarinet, Bassoon, French Horn, Trumpet, Trombone, Tuba, Timpani, Percussion, Keyboard, and Harp.

6.2B. When only one (1) musician is required in any of the sections listed above, that musician shall be considered a Principal.

6.2C. The String Principals shall be responsible for all bowings of their section, including the synchronicity of said bowings with other string sections, without additional compensation. The Employer will provide rental parts to the String Principals five (5) weeks prior to the first scheduled rehearsal and master parts with correct bowings must be returned by each String Principal to the Librarian three (3) weeks prior to the first rehearsal. If the Employer owns the music, the Employer will provide the parts eight (8) weeks prior to the first rehearsal and the master parts with marked bowings must be returned by each String Principal to the Librarian five (5) weeks prior to the first rehearsal.

6.2D. If the String Principals decide to meet on their own for a bowing rehearsal

among themselves, the Employer will not be accountable for a service compensation.

6.2E. Principal chairs must accept and perform all services offered by the Employer provided, however, a principal player may elect to opt out of any one concert block on a first-come, first-served basis provided, further, that the Music Director may limit the number of opt outs to a maximum of three principal players in any one concert block unless the Music Director determines, in his sole discretion, that additional principal players opting out will not have a negative artistic impact on the concert in question.

In addition, a principal player may be granted an excused absence in the event a conflict arises with a requirement imposed by a principal player=s full-time employer, if any. AFull-time employer@ shall mean continuing employment with an employer providing more than 30 hours of work per week.

6.2F. Principal chairs shall provide the Personnel Manager with written notice of each service during which doubling occurs within their respective section, to include the date(s), number of doubles, name(s) of the musician(s) and instrument(s) doubled.

6.3 Acting Principal.

6.3A. When the Principal is unavailable, the Music Director may assign a section player to perform as Acting Principal. However, no musician shall be required to serve as Acting Principal.

6.3B. The compensation for an Acting Principal shall be as described in Article 17, "Compensation."

6.4 Change or Removal of a Tenured Musician's Title. Should the Music Director decide to change or remove the title of a tenured musician, the musician may appeal this decision according to the appeals procedures of Article 16. following the discussion meeting with the Music Director (Article 15.2), the musician shall have three options:

6.4A. To accept the proposed change or removal of his title;

6.4B. To retire voluntarily at a mutually agreed time, but not later than the end of the current season;

6.4C. To continue the Appeals procedure (Article 16.2), with the issue being the change or removal of his title rather than dismissal from the orchestra for artistic reasons.

7. INDIVIDUAL CONTRACTS

7.1 General Provisions.

7.1A. In the event of a conflict between an Individual Contract and this Agreement, this Agreement will prevail.

7.1B. All Individual Contracts shall bear a date and be mailed in duplicate by the Employer within one (1) business day of that date.

7.1C. Any amendment to the printed Individual Contract must be agreed to and initialed by the Employer and by the musician.

7.1D. In the event a musician does not return a mutually agreed to Individual Contract as per the provisions of this Article 7, said Individual Contract shall be deemed null and void and the musician's status with the Employer shall be terminated without appeal.

7.1E. The Employer shall not be required to supply a copy of each Individual Contract to the Union, but the President of the Union and/or the Union's legal counsel may review the Individual Contracts in the Employer's office.

7.2 Dates for Individual Contract.

7.2A. Individual Contracts for the upcoming subscription season will be sent to the contracted musicians by July 15 and must be returned by August 1.

7.2B. Individual Contracts for services outside the subscription season, unless included with the season Individual Contract, will be sent early enough to allow the musicians a fourteen (14) day return time.

7.3. Substitute/Extra Musicians. Each season a list of acceptable substitute/extra musicians shall be provided to the Personnel Manager by each Principal in the orchestra on or before August 15; the list being subject to the approval of the Music Director. Should the need for a substitute or extra musician arise, the Music Director shall choose a musician from the substitute list to fill the vacancy and the Personnel Manager shall offer a contract to that musician for the required services. Musicians may not hire their own substitute. If no person on the substitute list is available, or if the Personnel Manager is unable to establish contact with anyone on the substitute list, then the Music Director may select a substitute musician(s) to be engaged.

7.4 Alien Musicians.

7.4A. It shall be a violation of this Agreement for the Employer to engage or employ an alien musician who does not possess a valid U.S. Social Security Number.

7.4B. No alien musician shall be permitted to audition for employment with the Employer without first showing proof of a valid U.S. Social Security Number.

8. SPECIAL EVENTS AND SERVICES

8.1 Electronic Media.

8.1A. Electronic Media shall be defined as radio, television, phonograph records, audio and/or video tapes, cassettes, compact discs, film, cable television, and any other services, whether live or recorded, involving the distribution of performances and/or rehearsals to the public via any electronic means, except as provided in Article 8.1D below.

8.1B. Payment of the musicians for Electronic Media services, except for programs provided for in Articles 8.1C through 8.1G, shall be subject to special negotiations between the Employer and the Union. All applicable terms and conditions of the American Federation of Musicians agreements covering Electronic Media Services shall apply to such services.

8.1C. The Employer shall have the right to request that the Union approve donated local broadcasts.

8.1D. Recording and/or video taping for radio and/or television news media may be allowed on any service without additional compensation to the musicians, provided that such taping shall not interfere with the normal execution of the service, and provided that not more than three (3) minutes of the recorded segment or live broadcast is actually used. This provision shall also apply to public service announcements and for promotional purposes. Although the musicians shall not receive compensation for such Electronic Media service, the Employer shall inform the Players= Committee and the Union before any such recording or video taping shall occur.

8.1E. Media interviews with individual musicians, for the purpose of promoting the orchestra and improving public relations, may be taped without compensation to the musicians. No musician shall be required to grant an interview.

8.1F. Musicians may be photographed or filmed and their likenesses used for promotional purposes by the Employer without payment to the musicians.

8.1G. The Employer may broadcast, either live or by tape delay, concerts via Waco public access cable channel(s), without additional compensation to musicians.

8.1H. No recordings or broadcasts of any kind shall be made of orchestra services except as provided for in this Article 8.

8.2 Archival and Study Taping.

8.2A. The Employer may record all concerts, special series concerts and rehearsals for archival purposes. Archival recordings may be made without additional compensation to the musicians. Archival recordings shall be used solely by the Music Director, Conductor, the musicians, and/or the Employer for study; and/or sale of the services of the musicians; and/or application for funding and/or sponsorship. Such use shall not constitute an Electronic Media service. These provisions may be waived by the Players Committee.

8.2B. In the event that any archival or study tapes (audio or video) are ever

released by the Employer for any reason not otherwise provided for in this Agreement, then the Employer will obligate itself to pay the musicians who performed the services in the making of such tapes the applicable wage scales and allied financial benefits provided for in the applicable AFM recording agreement. The Employer shall not be required to pay the musicians for any recording released by any person other than the Employer.

8.2C. Should a solo performance referenced in Article 8.5 be recorded, the soloist shall have veto rights regarding the use of such an archival recording by the Employer.

8.2D. No archival or study recordings shall be used as evidence in any dismissal proceeding.

8.3 Chamber Music Services. The following provisions shall apply to chamber concert services by small ensembles of members of the orchestra, not to include the Waco Symphony Orchestra as a unit:

8.3A. All artistic matters, including programming selections and performing artists shall be under the absolute control of the Music Director or his delegate, herein referred to as AProgram Chairman@.

8.3B. Chamber ensembles comprised of seven (7) musicians or less shall be compensated at the Principal rate set forth in Exhibit I of this Agreement. Chamber ensembles of eight (8) musicians or more shall be compensated at the rate set forth in each individual=s Individual Contract, provided, however, the Concertmaster shall be compensated at the Principal rate.

8.3C. Not fewer than two (2) rehearsals shall be scheduled for any chamber music work, unless the chamber music work is to be performed for another organization in addition to the performance for the Employer. In such event one-half (2) of the rehearsals, but not more than one (1) rehearsal service, shall be paid for by the Employer. If it becomes apparent that the full number of rehearsals will not be necessary, a rehearsal may be canceled by a unanimous vote of the musicians involved. Should a rehearsal be canceled in this manner, it shall be the obligation of the musicians involved to inform the Executive Director immediately of said cancellation. Notwithstanding any other provision herein, the musicians shall not receive compensation for such a canceled rehearsal.

8.3D. Repeat performances, if scheduled more than ten (10) days after the previous performance may be preceded by an additional scheduled rehearsal service. The rehearsal service shall be at the discretion of the musicians by a majority vote of the musicians involved.

8.3E. Any scheduled rehearsal time for a chamber music performance may be changed by a majority vote of the musicians involved, or the Music Director or Program Chairman.

8.4 Services Outside the Concert Season.

8.4A. All concert services outside the contracted concert season shall be subject to the provisions, obligations, and restrictions of this Agreement. The Employer shall not act as a booking agent for services not related to the orchestra, except for chamber music services sponsored by the Employer.

8.4B. No non-Principal musician shall be required to perform any service outside the subscription concert season; all such services shall remain optional. Those non-Principal musicians choosing not to participate in such services outside the subscription concert season shall not be penalized in any way.

8.5 Solo Performances.

8.5A. Any musician may be invited by the Employer to perform a concerto or concerto-like work as soloist with the orchestra provided such invitation is made ninety (90) days before the first rehearsal thereof. Compensation for such performances, as well as any stipulations requested by the musician, shall be privately negotiated between the musician and the Employer at the time the invitation is made.

9. LEAVES

9.1 Sick Leave.

9.1A. Each contracted musician shall be entitled to one (1) day of Sick Leave without pay per season.

9.1B. The following general provisions shall apply to all Sick Leave:

- (1) A musician shall notify the Personnel Manager as soon as possible after becoming aware of the need for Sick Leave.
- (2) A health care provider's note may be required as proof of illness or injury for which Sick Leave is taken.

9.1C. Sick Leave shall not accrue from one season to the next.

9.2 Personal Leave. Personal Leave shall be understood to mean excused absence requested by a contracted musician and granted by the Employer in accordance with the applicable provisions of this Article 9.2. Personal Leave may involve such matters as religious observances, or urgent personal business which can be disposed of only during service hours.

9.2A. Personal Leave Without Pay. A contracted musician may request more than twenty-one (21) days in advance, to be excused from a service (except for concerts and dress rehearsals) without pay and without being replaced for the entire rehearsal/concert set of services.

9.2B. Notification of Benefit Status. The Employer shall determine and inform each

musician of the availability/unavailability of the requested leave within five (5) days following the date of a musician's request for personal leave. If the request is not responded to within five (5) days, the musician may take the leave as originally requested.

9.3 Catastrophic Leave. Catastrophic Leave shall be understood to mean excused absence requested by a contracted musician and granted by the Employer in accordance with the applicable provisions of this Article 9.3. Catastrophic Leave may be requested on occasion of critical illness or death in a musician=s immediate family (e.g. spouse, child, parent, sibling, or grandparent). The musician shall notify the Personnel Manager as soon as possible after becoming aware of the need for such leave. A physician's affidavit may be required as proof of critical illness for which Catastrophic Leave is taken.

9.3A. Catastrophic Leave Without Pay. In the event of critical illness or death in a musician=s immediate family (as defined above) a contracted musician may request to be excused from a service without pay.

9.3B. Notification of Benefit Status. The Employer shall determine and inform each musician of the availability/unavailability of the requested leave within five (5) days following the date of a musician's request for Catastrophic Leave. If the request is not responded to within five (5) days, the musician may take the leave as originally requested.

9.4 Parental Leave.

9.4A. In the event of pregnancy/childbirth or adoption of a child, a contracted musician (male or female) shall be granted up to two months unpaid parental leave without loss of position or accrued benefits.

9.5 Leave of Absence.

9.5A. Immediately following four (4) consecutive seasons of employment by the Employer, a contracted musician shall be entitled to take a leave of absence without pay from the orchestra for one (1) season without penalty, loss of position or accrued benefits. The musician taking a leave of absence shall so notify the Employer in writing on or before May 31 prior to the leave of absence season, and he shall notify the Employer by certified mail, postmarked not later than May 31 of the next year, of his intention to resume employment, or forfeit all rights under this Agreement.

9.5B. Upon returning from leave, the musician shall be fully reinstated in his former position and shall be guaranteed compensation at the rate then in effect for his position.

9.6 General Provisions - Leave.

9.6A. Any musician who takes any leave pursuant to the terms of this Article 9 may not accept any paid musical employment during their period of leave, provided, however, this provision shall not apply to a musician on a Leave in accordance with

the terms of provisions 9.2 or 9.5 above.

9.6B. Notwithstanding any other contrary provision in this Article 9, if a musician misses two rehearsals or a dress rehearsal for a particular concert, then the musician shall forfeit the right of engagement for any other service associated with that concert.

9.6C. Taking any leave allowed pursuant to the terms of this Article 9 under false pretenses, or any violation of the provisions of this Article 9, shall be cause for dismissal.

9.6D. All requests for leave shall be submitted to the Personnel Manager in writing.

10. AUDITIONS

10.1 General Provisions.

10.1A. All voting shall be by secret ballot.

10.1B. Auditions shall be open to observation to all orchestra members including a representative of the Union and a representative of the Employer. Observers shall have no input in the audition process.

10.1C. The Employer will determine and publish all audition repertoire lists.

10.2 Method of Filling Vacancies.

10.2A. Audition for membership in the Waco Symphony Orchestra must be held if a vacancy occurs in one of the positions identified in Appendix D under one of the following conditions:

- (1) the musician dies, retires, or resigns;
- (2) the musician's dismissal has been finalized in accordance with the provisions of this Agreement; or
- (3) a position is added to Appendix D.

10.2B. If a vacancy occurs in the orchestra, the Employer may announce the specific vacancy to the orchestra and in the Local 72-147 and Local 433 newsletters. It shall be the sole right of the Music Director to determine the seating assignments, and therefore the specific vacancy, in all sections.

10.2C. Positions can be temporarily filled with substitute musicians (see Article 7.3) without audition in the case of any member being temporarily unavailable to perform for any reason or until auditions can be held to fill a position that has opened.

10.3 Procedure for Auditions. The following procedure shall be utilized in all auditions unless the audition committee and the Employer agree otherwise in writing:

10.3A. Audition repertoire shall be selected by the Music Director in consultation with the principal of the affected section.

10.3B. Auditions shall be played before the audition committee.

10.3C. As a part of the audition, finalists may be requested to play with members of the same section of the Waco Symphony Orchestra.

10.3D. For a Principal position, the final candidate(s) under consideration may be temporarily engaged by the Employer to perform with the orchestra as the principal in up to ten (10) service(s).

10.3E. The winner shall be decided by a majority vote of the audition committee.

10.3F. The audition committee may not require a screen for the final round of auditions. Except for the final round of auditions, a screen shall be required.

10.4 Audition Committee Regulations.

10.4A. No musician who is subject to proceedings for discipline or dismissal shall serve on any audition committee.

10.4B. A resigned or dismissed musician shall not serve on the committee auditioning his replacement.

10.4C. A musician serving on the audition committee for a particular vacancy shall be eligible to audition for that position if replaced by an alternate on the committee.

10.4D. Any teacher, former teacher, family member, or any audition committee member discussing or coaching the audition repertoire lists with any auditionee, shall be considered to have a conflict of interest. In addition, should a majority of the members of an audition committee determine by means of discussion and secret ballot vote that a member of said committee has a conflict of interest in a particular audition, the member in question shall not take part in the audition proceedings.

10.4E. In case of any conflict of interest between an audition committee member and any of the auditionees, that member shall be replaced on the committee by an alternate committee member in accordance with the provisions of Article 4.3E. At any point in the process, if all auditionees with whom the conflict of interest existed are eliminated, the formerly conflicted committee member may rejoin the committee with full voting privileges.

10.4F. Those members serving on the audition committee shall be paid Twenty-five Dollars (\$25.00) per hour, prorated in fifteen (15) minute increments, with members who qualify for travel pay in accordance with Article 17.5A receiving a two (2) hour minimum, and with members who do not qualify for travel pay receiving a one (1) hour minimum.

10.4G. The audition committee shall not hear more than eight (8) hours of auditions in a single day, unless the committee elects to extend the audition time.

10.4H. Each audition committee shall elect a chairman each season whose duties shall include preparing and tabulating the secret ballots.

10.4I. The appropriate audition committee shall be notified at least fifteen (15) days in advance of each audition.

10.4J. If the Personnel Manager is a member of the audition committee, the Employer shall designate a person to administer the audition.

10.4K. Audition committee members may discuss the performance of an auditionee only with that auditionee and the other members of the audition committee. Otherwise the audition committee members shall not discuss the the performance of an auditionee after the audition results have been posted.

10.5 Obligations to the Applicant.

10.5A. When auditions have been completed, all musicians who have been eliminated from further consideration shall be notified personally or by mail within three (3) business days by the Personnel Manager. Notification to finalists of a final decision shall be made within two (2) weeks of the audition.

10.5B. Should the Employer request that an applicant from outside the Waco or the Dallas/Fort Worth metropolitan areas remain at the audition location for more than one (1) day, the Employer shall provide lodging and per diem for said applicant for the duration of the requested stay.

10.6 Conditions of Audition.

10.6A. All candidates shall perform the same orchestral material chosen from the published audition repertoire list, subject to deletion but not addition.

10.6B. Auditions shall begin no earlier than nine (9:00) a.m. and shall end no later than ten (10:00) p.m., unless this requirement is waived by the audition committee.

10.6C. The vacant position need not be filled until a fully qualified candidate applies. If no one is selected to fill the vacant position a member of the orchestra or the audition winner may temporarily fill the vacancy at the discretion of the Music Director.

10.7 Concertmaster. The Music Director shall have sole authority to offer a candidate the Concertmaster position.

10.8 Re-audition. Tenured musicians shall not be required to audition for continued employment in their position unless dismissal has been invoked.

11. PROBATION, TENURE, AND COMPLEMENT OF THE ORCHESTRA

11.1 Definition. As used in this Agreement, "Probation" shall be defined as that status held by a contracted musician before "Tenure" is granted (Article 11.2A). "Tenure" shall be defined as a status whereby a contracted musician shall be offered an Individual Contract from each season to the next in accordance with the terms of this Agreement unless dismissal proceedings have been invoked.

11.2 General Provisions.

11.2A. Each contracted musician engaged for his first three (3) seasons shall be on Probation. Tenure shall be conferred when a musician is offered and signs an Individual Contract for a fourth (4th) consecutive season of employment.

11.2B. Tenured status shall guarantee the offer of employment in the orchestra in accordance with the terms of this Agreement.

11.2C. When a probationary contracted musician is dismissed for artistic reasons, he may not appeal the decision. When a Probationary contracted musician is dismissed for just cause during the term of his Individual Contract, he may submit a grievance according to the provisions of Article 14.

11.2D. A tenured musician, having been dismissed according to the provisions of Articles 12, 15, and 16 shall forfeit his or her tenured status.

11.3 Complement of the orchestra.

→ 11.3A. A minimum of forty-six (46) musicians who are not subject to the Employer's Intern Scholarship Program shall be employed for each Regular Season Service.

11.3B. Each tenured musician identified in Appendix D shall be offered at least twenty (20) services per year. All other musicians identified in Appendix D shall have the right of first refusal for any Regular Season Service offered by the Employer where the orchestral work being performed is scored for the instrument which the musician is regularly contracted to perform taking into account the seating established by the Music Director.

11.3C. All services contracted outside of the Concert Season, such as the Holiday Concert and the Nutcracker Concert, must be offered on a right of first refusal basis to musicians set forth on Appendix D where the orchestral work being performed is scored for the instrument which the musician is regularly contracted to perform taking into account the seating established by the Music Director.

12. DISCIPLINE AND DISMISSAL FOR CAUSE

12.1 Discipline. The Employer shall have the right to make and enforce reasonable rules for the maintenance of discipline, provided that such rules are not in conflict with this Agreement; and to suspend, discharge, or otherwise discipline musicians for just cause.

12.2 Dismissal for Cause.

12.2A. If a musician is being considered for dismissal for just cause, the Employer shall notify the musician of the specific cause by certified letter within thirty (30) days of the date of the incident, except as provided in Article 12.2C below. Following the receipt of such a letter, the musician will have a reasonable opportunity to correct the problem.

12.2B. A musician who has received two (2) written warnings in one (1) season may be dismissed automatically without further warning.

12.2C. In cases of gross misconduct which disrupts the functioning of the orchestra and/or has a demonstrable adverse effect upon the goodwill of the Employer, no written warning shall be required prior to dismissal.

12.2D. The Union shall be notified as soon as possible of the dismissal.

12.2E. It is agreed that if the Employer dismisses a musician in conformity with the provisions of this Article 12, then the musician shall not be entitled to any further compensation except the payment of salary as provided in his Individual Contract up to and including the date of dismissal; and the musician shall have the right to file a grievance in accordance with the grievance and arbitration provisions detailed in Article 14.

13. TERMINATION OF A MUSICIAN'S INDIVIDUAL CONTRACT BY INCAPACITY

13.1 Health Care Certification. In the event that a licensed health care practitioner certifies that a musician is prevented from continuing the performance of services for reasons of serious illness, physical or mental disability, incapacity or other reason, the Employer may cancel that musician's contract as provided for in Article 13.2 below.

13.2 Personal Leave. Upon expiration of a musician's Sick Leave benefit, the musician may request Personal Leave for the remainder of his illness with a statement from the musician's physician. Failure to make such a request and to supply a physician's statement may be cause for dismissal.

13.3 Written Statement to Return to Work. Prior to returning to work, the musician must provide a written statement by the musician's health care practitioner indicating the health care practitioner's belief that the condition which previously prevented the musician from working is resolved.

14. GRIEVANCE AND ARBITRATION

14.1 Grievance Procedure. A musician, represented by the Union; the Union itself; or the Employer may present a grievance as to the interpretation and/or application of any provision of this Agreement, provided, however, this Article 14 shall not be construed to include any matter in which the Peer Review Board decision is final, or any decision within the exclusive right or sole discretion of the Music Director.

14.1A. Written Grievance. Within ten (10) days of the event from which the grievance arose, the aggrieved party shall present a letter initiating the grievance procedure and stating the facts concerning the grievance to the appropriate parties involved, including the musician, the Union, and the Employer.

14.1B. Meeting. Within fourteen (14) working days of the receipt of the letter initiating the grievance, the appropriate parties involved, including the affected musician, a representative of the Union, and a representative of the Employer, shall meet in Waco, Texas, to attempt to resolve said grievance.

14.1C. Decision. If the aggrieved party is dissatisfied with the decision, or if no decision is reached, the aggrieved party may submit the grievance to Arbitration within ten (10) days following the meeting set forth in Article 14.1B above.

14.1D. Failure to comply with the time periods set forth in Article 14.1 above shall constitute a forfeiture of the failing party's position in the grievance.

14.2 Arbitration.

14.2A. General Provisions.

- (1) Only a single grievance may be heard by the arbitrator at one time.
- (2) The cost of arbitration shall be borne by the losing party of such arbitration.
- (3) Expenses of witnesses for either party, if any, shall be borne by the party presenting the witnesses.
- (4) The minutes of any arbitration case may be tape recorded by either party.
- (5) It shall be understood that the arbitrator shall be empowered only to interpret the provisions of this Agreement as they apply to the particular case at issue. The arbitrator shall not have the authority to add to, subtract from, alter, amend, or change any term and/or provision of this Agreement in any way.
- (6) Interpretation of this Agreement shall not include the power or authority to grant any economic benefit of any kind to any party or person.

14.2B. Arbitration Procedure.

- (1) Written Request. The aggrieved party shall submit a request for arbitration to the appropriate parties involved, including the affected musician, the Union, and the Employer within ten (10) days following the meeting set forth in Article 14.1B above.
- (2) Selection of Arbitrator. The arbitrator shall be selected by mutual

agreement of the parties involved. In the event the parties are unable to agree upon an arbitrator within seven (7) days after arbitration is invoked, they then shall jointly petition the United States Federal Mediation and Conciliation Services to submit a panel of five (5) suggested arbitrators from which the selection shall be made by the Union striking two (2) names from the list submitted and the Employer striking two (2) names therefrom. The individual whose name remains on the list will be the impartial arbitrator in the dispute.

- (3) Hearing. Within ten (10) days after the selection of the arbitrator, a hearing shall be held in Waco, Texas, at which time all parties involved may present evidence.
- (4) Decision. Within seven (7) days after the hearing, the arbitrator shall render a decision based on the evidence presented at the hearing. The decision of such arbitrator shall be final and binding upon both parties.

15. DISMISSAL FOR ARTISTIC REASONS

15.1 General Provisions.

15.1A. Any musician may be dismissed for artistic reasons if he fails to continue to meet the artistic standards of the orchestra as determined solely by the Music Director.

15.1B. A contracted musician who is dismissed for artistic reasons shall have the right to continue his employment up to the end of the season during which he is dismissed.

15.1C. A contracted musician who is dismissed for artistic reasons shall not be entitled to any further compensation except for the payment of salary and benefits provided for in his Individual Contract.

15.1D. During the first year of a newly appointed Music Director's term or during the last year of an outgoing Music Director's term a tenured contracted musician may not be dismissed for artistic reasons.

15.2 Procedure.

15.2A. Warning. When a tenured musician is being considered for dismissal for artistic reasons, the Employer shall so notify the musician of the specific performance problems by certified letter. The musician shall be given a minimum period of no less than ninety (90) days from the receipt of such a letter in which to remedy said performance problems before the Employer may take any further dismissal action.

15.2B. Preliminary Notice. When a musician is being dismissed for artistic reasons, the Employer shall so advise the musician by certified letter, a copy of which shall

be sent simultaneously to the President of the Union.

15.2C.Meeting. Within ten (10) days following receipt of such letter, the tenured musician has the right to meet with the Music Director, if the musician so requests. The tenured musician shall be entitled to have a representative of the Players= Committee and/or the Union present at this meeting. The Music Director may be accompanied by a representative of the Employer at this meeting. The purpose of the meeting shall be to discuss the reasons for dismissal. At this time, the musician shall have the option of resigning at a mutually-agreeable time, but no later than at the end of the term of engagement provided in his Individual Contract.

15.2D.Final Notice. If such a meeting is held, and if the Music Director still feels dismissal is in order, final notice of dismissal shall be made by certified mail within seven (7) days following the meeting. If no such meeting is requested, the preliminary notice set forth in 15.2B above shall be considered to be final and binding.

16. APPEALS

16.1 General Provisions.

16.1A.A tenured contracted musician who has been dismissed for artistic reasons has the right to appeal the Music Director's decision.

16.1B.The procedures for dismissal for artistic reasons (Article 15) and appeal (Article 16) may also be used to initiate and appeal a decision by the Music Director to change or remove the title of a tenured musician (Article 6.4).

16.2 Appeals Procedure.

16.2A.A musician, qualified by Article 16.1(A and B) above, may appeal the Music Director's decision by sending a written notice of appeal by certified mail, return receipt requested, to the President of the Union within ten (10) days, not to include scheduled holiday periods, after the musician receives the final notice described in Article 15.2D. The musician shall simultaneously send a copy of the notice of appeal to the Executive Director.

16.2B.Upon receipt of the appeal, the President of the Union shall meet with the Executive Director as described in Article 4.4A(3), convene the Peer Review Board for the purpose of electing a chairman, and schedule an appeals hearing for a mutually agreeable date and time as soon as possible but not more than twenty-one (21) days from the date the appeal was received by the President of the Union. The affected musician, the Music Director, the Executive Director and the Peer Review Board shall be informed in writing of the date, time and location of the appeals hearing.

16.2C.At the appeals hearing, the Music Director may review the basis for the dismissal. The affected musician shall present any information which the musician believes refutes the basis for the decision.

16.2D. The musician may be required, at the request of the Music Director or the Peer Review Board, or may voluntarily wish, to perform a playing demonstration at the hearing. The party requiring or requesting the playing demonstration shall inform the President of the Union, who shall then inform the remaining parties involved in writing. In any case, the musician shall be given fourteen (14) days written notice in advance of the date of the playing demonstration by the President of the Union. Such written notice shall include a list of repertoire selected by the Music Director which shall be limited to five (5) excerpts of orchestral material previously performed by the musician during the current or immediately preceding season. The musician may, if he so chooses, strike two (2) excerpts from the Music Director's list, and may also perform one (1) additional solo work and/or additional orchestral excerpt of his choosing.

16.2E. The Peer Review Board, the Music Director, and the musician may invite any person to appear before the Committee to present testimony relevant to the proceeding. Such invited person(s), however, may be excused by the Board from subsequent deliberation and must depart the hearing.

16.2F. The Appellant and the Music Director shall have the right to request a private meeting with the Peer Review Board and may be accompanied by one other individual of his choice.

16.2G. Voting.

- (1) All voting within the Peer Review Board shall be by secret ballot. Members of the Peer Review Board may not refrain from voting.
- (2) Immediately following the vote, the results on each dismissal shall be submitted in writing to the Executive Director and the President of the Union. The results of the vote on each dismissal shall be signed by each member of the Peer Review Board and shall indicate the numbers voting for and against the dismissal.
- (3) If there are seven (7) or more votes to uphold the dismissal from members of the Peer Review Board, the dismissal shall be final. If three (3) to six (6) members of the Peer Review Board vote to uphold the dismissal, there shall be a subsequent mandatory three (3) month waiting period, following which, after due consideration of all proceedings, the Music Director shall have the exclusive right to proceed with the final dismissal of the musician. If there are only one (1) or two (2) votes to uphold the dismissal by the Peer Review Board, the dismissal shall be overturned, and the musician shall be reinstated in the orchestra.
- (4) The Employer shall issue an official notice affirming or canceling the 15.2D final notice, consistent with the secret ballot vote. Said notice shall be sent to the musician by certified mail, return receipt requested, with a copy to the Union, the Chairman of the Players=

Committee, and the Chairman of the Peer Review Board. The actual vote count shall not be disclosed.

- (5) Strict confidentiality as to discussions, opinions and conclusions regarding this procedure shall be maintained by all concerned.

17. COMPENSATION

17.1 General Provisions.

17.1A. Paychecks shall be issued at the dress rehearsal of each concert or within five (5) working days after each performance.

17.1B. Nothing herein shall preclude the Employer paying above scale.

17.1C. Work Dues. The Employer shall withhold from each authorizing musician's paycheck an amount equal to one and one-half (1-1/2) percent of wages for all work performed hereunder. Monies withheld shall be paid to the Union no later than the tenth (10th) working day after the first of the month following the month during which such compensation was paid to the musicians. A full accounting of all monies with respect to amounts withheld from each individual musician shall be made by the Employer to the Union at the time payment is made.

17.2 Amounts Paid. For services rendered hereunder, the Employer shall pay at least the amounts provided for in Appendix E annexed hereto.

17.2A. Acting Principal. For each service during any portion of which a section musician agrees to serve as Acting Principal (Article 6.3), he shall receive principal wage.

17.3 Doubling.

17.3A. Musicians playing more than one instrument during a given service shall receive, in addition to their Individual Contract wage, a minimum of an additional 25% of their wage for each service so rendered for the first double, and 10% for each additional double. For the purpose of this section, the following combinations shall not be considered as doubling:

1. Piano and Celeste
2. A and B-flat Clarinets
3. B-flat and C Trumpets

17.3B. If a musician considers himself to be unqualified to perform a double, he shall not be required to double, provided, however, this does not apply to those positions advertised as doubling positions.

17.3C. The playing of more than one (1) percussion instrument or the playing of more than one (1) keyboard instrument shall not constitute a double. The playing of a combination of timpani, percussion and/or drum set shall constitute a double;

provided, however, the number of percussionists employed for any concert shall not exceed the largest number required by any single composition, as indicated by the score. Any exception to this must be approved by the Music Director in consultation with the Principal percussionist.

17.4 Cartage.

17.4A. When a musician is required to transport (round-trip) one of the instruments listed below, the Employer shall pay the following cartage fee:

Harp	\$30
Electric Piano	15
Marimba	15
Xylophone	15
Vibraphone	15
Chimes	20
Bells (Glockenspiel)	10
Concert Tom Tom	15
Instrument with amplifier	15
Drum set	25
Timpani	15/bowl, 1st two 10/bowl thereafter
Concert Bass Drum	10
Double Bass	
(when parking is not provided)	15
Amplifier	10
Synthesizer	15
Any instrument requiring two or more people to move it.	15

17.4B. Cartage fees shall apply only to those instruments listed above.

17.4C. Whenever possible, the Employer shall provide stage hand(s) to help transport instruments from stage door to the stage and from the stage to the stage door.

17.5 Transportation.

17.5A. Musicians who reside outside McLennan and its contiguous counties shall receive, in addition to their Individual Contract wage rate, \$.28 per mile (2014/15 season) and \$.34 per mile (beginning with 2015/16 season), for a maximum of 100 miles each way, for each service. MapQuest, Google maps, or other reputable Internet street map provider City to City Mileage shall be the basis for computing mileage, the point of departure being Waco, Texas.

17.6 Concert Parking.

17.6A. Reserved parking in close proximity to the concert hall shall be provided to

orchestra musicians for each concert, unless circumstances beyond the control of the Employer preclude this provision.

17.6B. Reserved parking on the west side of the street adjacent to the parking lot next to Waco Hall shall be provided for the harpist for each concert, unless circumstances beyond the control of the Employer preclude this provision.

18. NO STRIKE-NO LOCKOUT

18.1 Restrictions. During the term of this Agreement, the Employer agrees that it will not lock-out the musicians, and the Union agrees that it will not strike. Notwithstanding, no musician shall be required to cross any lawful, primary union picket line.

18.2 Failure to Comply with Arbitration Decision. Should either party fail to comply with an arbitration decision (Article 14.2B(4)), the other party may, at its option, disregard the restrictions against strikes and lockouts (Article 18.1).

19. MISCELLANEOUS PROVISIONS

19.1 Stage Lighting and Temperature.

19.1A. Musicians shall be expected to perform in an atmosphere of comfort of high and low temperature (generally understood to be 68E-85E F. indoors and 65E-95E F. outdoors, as determined by the official thermometer provided by the Players=Committee and in the charge of the Personnel Manager), with proper ventilation and sufficient light.

19.1B. Conditions are required to be as described above at least five (5) minutes before a rehearsal and fifteen (15) minutes before a concert. A service may be delayed up to one (1) hour until acceptable conditions are met as determined by the Executive Director (or his/her representative) and the Personnel Manager (or his/her representative). Payment of overtime, however, shall occur at the end of the service as originally scheduled unless the conditions were outside the control of the Employer. If conditions change during a service, a rehearsal shall be ended immediately and a performance shall be ended at the conclusion of the current work or movement of a work being performed.

19.2 Safety of Musicians and Instruments.

19.2A. When the orchestra performs or rehearses in a pit from which there is no emergency exit, at least two (2) ladders shall be placed in the pit, one (1) at each end, for the musicians' use in the event disaster or mechanical failure should make normal egress from the pit impossible.

19.2B. No musician shall be required to place himself or his instrument in a position of possible or imminent danger at any service.

19.2C. The Employer shall carry insurance covering damage to, loss of, or theft of musicians' instruments while being transported by the Employer.

19.2D. The Employer shall arrange for adequate backstage lighting at all services.

19.2E. At rehearsals and concerts, instruments and/or their cases are to be placed in a location in the hall designated by Employer.

19.3 Rehearsal Order, Seating Assignments, Stage Setting.

19.3A. Rehearsal order shall be conveyed in advance of each rehearsal, subject to deletion but not addition. This order shall not be binding, but any musician who is not present to rehearse a work which is taken out of rehearsal order shall not be held liable for such absence in any way.

19.3B. Any change in seating assignment shall be conveyed at least twenty-four (24) hours in advance of the first rehearsal for each concert, except in emergency situations.

19.3C. Stage Setting.

- (1) All transported instruments shall be in place at least thirty (30) minutes prior to the beginning of any service.
- (2) Each musician shall have adequate playing space and view of the Conductor.
- (3) The dress rehearsal and the performance shall be in the same location, if possible.
- (4) The stage setting shall be identical if possible for the dress rehearsal and the performance, even if the location is different.

19.4 Outdoor Performances.

19.4A. No musician shall be required to expose his instrument(s) to damaging conditions of direct sunlight, heat, dust, precipitation, or wind. Players who contract to play outdoor concerts cannot claim normal outdoor conditions as damaging.

19.5 Obligations of the Musician.

19.5A. Attendance.

- (1) Requests for excused absence such as Personal Leave or Sick Leave shall be made to the Personnel Manager who shall consult immediately about such requests with the Executive Director and Music Director.
- (2) Each musician shall be required to attend all services for which he has been contracted, unless officially excused by the Music Director.

- (3) Attendance for each service shall be required from the time of the Service Call (Article 5.2B). Arrival after the Service Call or early departure without the approval of the Music Director shall be cause for disciplinary action (Article 12).

19.5B. Return of Music. Musicians shall be financially responsible for all copies of music put in their possession by the Employer until such time that they are returned. In the event the Employer incurs additional expense because of a musician's failure to return music within three (3) days after the concert, the amount of that expense may be deducted from the musician's pay. It is each musician's obligation to ensure that the music is returned in accordance with this paragraph.

19.5C. Change of Address. Each musician shall keep the Personnel Manager advised at all times of his current address and telephone number.

19.5D. Backstage Guests. Musicians shall not invite guests backstage until the conclusion of rehearsals and concerts without the permission of the Executive Director.

19.5E. All rehearsals are closed rehearsals, unless approved by the Music Director or the Executive Director.

19.6 Artistic Standards.

19.6A. Music parts shall be legible and available to the musicians at least two (2) weeks in advance of the first service in which they are to be used, when possible.

19.6B. The official pitch of the Waco Symphony Orchestra shall be A = 440.

19.6C. Except for a Holiday or Pops Concert, no work shall be performed without the full instrumentation as noted in the score.

19.6D. Two (2) musicians, to be elected by the musicians, shall hold positions on any search or review committee for Music Director.

19.7 Dress Code. A musician's personal appearance is an integral part of his 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. No musician will, by a musician's appearance or dress, call attention to himself apart from the rest of the orchestra. The Employer shall determine the acceptability of the attire.

19.7A. Dress for Men.

- (1) Evening Concerts - black tuxedo, white shirt, black bow tie, black socks and black dress shoes.

- (2) Morning, Afternoon, and Educational Concerts - black suit, white shirt, dark tie, black socks and black dress shoes.
- (3) Pops Performances - Music Director discretion.
- (4) Opera and Ballet - Music Director discretion.
- (5) Park Concerts - Music Director discretion.

19.7B. Dress for Women.

- (1) Formal Afternoon, and Evening Concerts - long black dresses below the calf, or long black skirt (or full pants giving the appearance of a skirt when standing) with a black top. Dresses and tops should cover the shoulders, with sleeves below the elbow, and have appropriate front and back neck lines. Black hosiery and black dress shoes (closed toe, no sandals). Clothing shall not be adorned with jewelry or other decorations. Clothing must not be of a velvet, satin, leather or reflective material.
- (2) Pops Concerts - Music Director discretion.
- (3) Opera, Ballet and Educational Concerts - Music Director discretion.
- (4) Park Concerts - Music Director discretion.

19.8 Use of Orchestra Names.

19.8A. No musician shall use the name of the "Waco Symphony Orchestra", "Members of the Waco Symphony", or any other name which would create the false impression or imply to the public that they are performing under the auspices of the Employer unless by special permission granted in writing by the Employer.

19.9 Amendments. No additions, waivers, deletions, or amendments to this Agreement shall be made except by mutual consent in writing of both parties. Any additions, waivers, or amendments made by such mutual consent in writing shall supersede any such previous agreement, and shall become an integral part of the Agreement.

19.10 Questions Not Covered by this Agreement. In the event a question arises which is not covered by the provisions of this Agreement, the parties involved resolve to undertake earnest negotiation for a reasonable and mutually agreeable settlement.

19.11. Non-Discrimination. The Employer shall continue to refrain from any form of discrimination because of race, color, religion, age, sex, sexual preference, national origin, marital status, reasonably accommodated handicap, or Union activities.

19.12. Force Majeure. In the event it becomes impossible to continue the series of services provided for under the terms of this Agreement by reason of any act of nature such as fire, flood, or pestilence, acts of public enemy, war, rebellion, insurrection, or

nuclear accident, or because of any rules or regulations promulgated by Federal, state or municipal authorities, or of a civil or military nature, then the Employer will have the right to cancel services without remuneration for the duration of the emergency, but with payment of compensation earned to the date of such cancellation.

19.13. Terminology. In this Agreement, any reference to gender shall include any other gender.

19.14. Choice of Law. Any lawsuit brought to enforce this Agreement shall be filed in the Federal Courts of the State of Texas.

19.15. Term of the Agreement. This Agreement shall cover the period from September 1, 2014 through August 31, 2017.

19.16. Ratification. To be in force, this Agreement must be ratified by a majority of the musicians voting (those union musicians who hold individual contracts with the Employer for the 2015/16 concert season shall be eligible to vote), and by a majority vote of the Board of Directors of the Employer.

19.17. In the Event of Merger. In the event of a merger between the Employer and any other organization there will be a replacement contract negotiated for the new organization with at least the same benefits and protection afforded the musicians as in this Agreement.

This Agreement consists of thirty seven (37) pages that include Appendices A, B, C, D, and E. Each page shall be initialed by each of the parties in order for any part of the Agreement to be valid.

It is understood that the parties are signing this Agreement to be in effect as of the 19th day of November, 2015, and do so in the name of the organization they represent, and that each of these organizations, being fully aware of the terms and conditions included herein, will be responsible for the implementation of these terms and conditions for the full term listed herein.

ACCEPTED:

Waco Symphony Association, Inc.:

Dallas-Fort Worth Professional Musicians
Local 72-147, American Federation of Musicians:

By: _____
Susan Taylor, Executive Director

By: _____
Kenneth Krause, President

APPENDIX A - INDIVIDUAL CONTRACT

____ Season

Date: _____

THIS CONTRACT is made between the Waco Symphony Association, Inc. ("WSO") and _____ (AMusician@). The WSO hereby engages the services of Musician who agrees to furnish artistic services as an orchestral musician to the WSO and/or any of its performing ensembles according to the following terms and conditions:

1. Designated instrument of Musician: _____ .
2. Musician is obligated to perform all services as indicated on the attached schedule.
3. Per service rate is \$ _____.
Compensation for round-trip travel shall be \$ _____.
4. All terms and conditions of the Agreement between Waco Symphony Association, Inc., and Local #72-147, American Federation of Musicians (hereinafter referred to as AUnion@), shall apply (hereinafter referred to as the AAgreement@).
5. Musician shall attend all services as outlined in the enclosed schedule unless granted leave in accordance with the Agreement.
6. All services beyond those specified in this Contract will be compensated at the above per-service rate.
7. This Contract must be signed by the Musician and be received at the WSO office no later than _____ or it shall be deemed null and void.

Musician authorizes Employer to deduct one and one-half (1-1/2) percent of scale wages earned under this Agreement and forward same to the Union. Musician has the right to revoke this authorization at any time with prior written notice to Employer.

AGREED:

WACO SYMPHONY ASSOCIATION, INC.:

Musician

By: _____
Susan Taylor, Executive Director

Address

Date

City, State, Zip

Telephone

Social Security Number

Date

APPENDIX B

DUTIES OF THE PERSONNEL MANAGER

1. Duties. It shall be the duty of the Personnel Manager:
 - A. To either engage or assist the Executive Director in engaging the musicians according to the specific instructions of the Music Director to specifically include, without limitation, the following:
 - (1) consult with the Music Director on any artistic decisions involving the musicians;
 - (2) consult with appropriate principals when directed by the Music Director;
 - (3) offer contracts in writing to all substitute musicians, with a schedule of services enclosed;
 - (4) accepted contracts are to be returned to the Personnel Manager who shall promptly fax a copy to the Employer=s office;
 - (5) summary records of all musician=s contracts are to be kept by the Personnel Manager (e.g. schedule of approved absence(s) and tardiness, services contracted, etc.).
 - B. To schedule and administer the operation of all auditions to specifically include, without limitation, the following:
 - (1) consult with the Music Director and appropriate judges in selecting a date for auditions;
 - (2) reserve a venue for auditions;
 - (3) secure audition repertoire excerpts for auditions from the Employer=s office;
 - (4) administer auditions;
 - (5) notify auditionees of the audition results;
 - (6) offer contracts to approved auditionees, indicating which services the musician is contracted for.
 - C. To keep the official time and thermometer at all services.
 - D. To keep the Employer=s office informed of up-to-date and accurate records of the musicians= addresses and telephone numbers.
 - E. To keep up-to-date and accurate records of musicians= attendance at rehearsals and concerts to specifically include, without limitation, the following:
 - (1) Turn in all information concerning tardiness or absences to the Employer=s office the day after each concert;
 - (2) Turn in all doubling information as supplied by the principals to the Employer=s office the day after each concert.
 - F. To contact the Employer=s librarian to confirm what positions are open for substitute musicians for each concert;

G. To inform all parties to this Agreement of any known or imminent violation of any provisions of this Agreement or of any Individual Contract; and

H. All other duties as specified by the Employer.

2. Employer's Responsibilities to the Personnel Manager

The Employer shall inform the Personnel Manager in writing regarding the specific information for the following:

A. Dates, times, instrumentations and locations for the following season's subscription series as early as possible but no later than the dates for publication given in the Agreement.

B. Any additional personnel requirements, according to the provisions of the Agreement.

3. Other

A. The Personnel Manager shall be a member of the orchestra.

B. The Personnel Manager shall report to the Executive Director concerning all Personnel Manager duties.

C. The Personnel Manager is a non-tenured position.

4. Union Approval. It shall be understood that the Union reserves the right of approval of the Personnel Manager and the Association shall be required to receive a written statement of approval of the candidate from the Union prior to the employment of a Personnel Manager.

APPENDIX C

INTERN SCHOLARSHIP PROGRAM

In recognition of the fact that the Employer is a beneficiary of certain services provided by Baylor University, including but not limited to rehearsal space, concert hall and music library services, the Employer has sought and obtained Union approval to implement and administer an intern scholarship program, established effective with the 1999/2000 season, whereby eligible students from any post-secondary educational institution are permitted to perform with the Waco Symphony Orchestra for scholarship credit.

An audition committee shall select no more than twenty (20) students each season who shall perform with the orchestra and whose rights, privileges, duties, responsibilities and obligations shall be determined solely by the Employer's scholarship program administrator. Students who performed with the Waco Symphony Orchestra prior to the establishment of this program are ineligible for the program.

Any student musician may be engaged to perform the Employer's holiday concert if adequate numbers of contracted musicians are not available.