

# **Billings Symphony Orchestra and Chorale**

## **Orchestra Master Agreement**

**July 1, 2019 through June 30, 2021**

**Revised: May 9, 2019**

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## **I. MISSION STATEMENT AND INTRODUCTION**

- A. This Agreement is made and entered into by and between The Billings Symphony Society, hereinafter referred to as “Billings Symphony Orchestra and Chorale (BSOC)” or “Billings Symphony,” and the contracted players of the Billings Symphony Orchestra, hereinafter referred to as “Musicians,” represented by the Orchestra Committee (see Section X). The mission of the Billings Symphony Orchestra and Chorale is to enrich lives through music by providing music education and performances for enjoyment, creative expression, and personal growth. Billings Symphony programs nurture a passion for artistic vibrancy.
- B. This document contains the policies and procedures governing operations of the Billings Symphony Orchestra. Its intent is to set standards and directives that promote reasonable and equitable working conditions, assure a smoothly-functioning organization, and optimize artistic excellence. By agreeing to perform with the Billings Symphony Orchestra, Musicians commit to all policies and procedures in the following pages.

## **II. BILLINGS SYMPHONY ORCHESTRA AND CHORALE RIGHTS**

- A. Except as expressly limited in this document, it is agreed that the BSOC retains all its inherent and customary rights, including the enforcement of professional standards of discipline and the use of the Billings Symphony name. The name “Billings Symphony” is the exclusive and sole property of the BSOC. Only an orchestra or ensemble contracted through the BSOC may be called “The Billings Symphony.” Tenured musicians (see Section IV, A) may identify themselves as Billings Symphony Orchestra members for professional vitae purposes.

## **III. DESCRIPTIONS AND DEFINITIONS**

- A. The Billings Symphony Society, hereinafter referred to as the BSOC, is a 501 (c)(3) non-profit corporation designated as such by the Internal Revenue Service of the United States and duly authorized and operating under the laws of the State of Montana, the principal purposes of which corporation are to maintain and operate an Orchestra and associated entities for the production of concerts and other musical events in Billings, Montana and elsewhere.
- B. The term "Orchestra" refers to the Billings Symphony Orchestra as maintained and operated by the BSOC.
- C. The term "Orchestra member" or "Musician" refers to those individuals who are retained for pay by the BSOC to play a musical instrument in the Billings Symphony Orchestra.

#### D. Services

1. The term "service" refers to either a rehearsal or a performance.
2. A performance shall be not more than three hours duration, including 20 minutes for intermission plus five minutes grace period from the published starting time for the performance to commence.
3. Rehearsals shall be 2.5 hours in length. No break shall be required for rehearsals of 75 minutes. Breaks at rehearsals shall be 15 minutes in duration for any rehearsal between 75 minutes and 2.5 hours in length. Normally the playing time before the break at rehearsals shall not exceed 75 minutes. There shall be no infringements on the Musicians' time during breaks. A maximum of five minutes may be used at rehearsals for the purpose of announcements or other business matters.
4. No more than two services of 2.5 hours each shall be scheduled during a twenty-four hour calendar day (12:00 am through 11:59 pm).
5. A single Family Concert service may consist of up to 3 services (2 concerts and one rehearsal) in a 3-hour time period. The time length of breaks between each of these 3 services will be at least 30 minutes.
6. A "concert set" is all of the services (rehearsals and performances) for a given program.
7. A "runout" is a concert set outside of Billings that does not require overnight accommodations.
8. A "tour" is a concert set outside of Billings that requires at least one night of accommodations.
9. All retained Musicians are subject to the provisions of this Agreement and will be contracted as "per service" personnel. Each "per service" Musician shall be compensated for his or her position in the Orchestra at the rate specified in Attachment A.

#### E. Orchestra Members

1. The term "Concertmaster" means the first chair of the first violin section. The Concertmaster, in consultation with the Music Director, is responsible for the leadership of the string section and for participating in all relevant auditions.
2. The term "Assistant Concertmaster" means the player who sits beside the Concertmaster and who serves as Concertmaster in the absence of the Concertmaster for any rehearsal and/or concert the Concertmaster is unable to attend. The Assistant Concertmaster will assist the Concertmaster whenever

needed. The Assistant Concertmaster is responsible for being prepared to play all Concertmaster solos.

3. The term "Principal" means the first chair of any string section; the first chair in the winds, brass and percussion sections; and players of single solo part instruments such as tuba, harp, keyboard and timpani. Principals, in consultation with the Music Director, are responsible for the leadership of their respective sections and for participating in all relevant auditions. Principal string players are required to provide appropriate bowings for their respective sections. Failure to participate in relevant auditions (see section V) will be considered an absence (see section VIII).
  4. The term "Assistant Principal" means the second chair of a string section. Assistant Principal players are responsible for being prepared to play all Principal Solos.
  5. The term "Section Player" means any of the Orchestra members not designated as Concertmaster, Principal, or Assistant Principal. Section Players shall be rotated at need in consultation with the Music Director and the Principal of that section.
  6. The term "Intern" means any musician still in high school or the equivalent who has played a successful audition for an internship in the Orchestra.
- F. The Personnel Manager assumes many duties, as referenced in this Agreement, including notifications, providing and processing forms, taking attendance, and addressing various concerns of Orchestra Musicians to name a few. Should the Personnel Manager be unavailable for any reason, he or she shall designate an Orchestra Musician or BSOC staff member to carry out those duties, depending upon the nature of the tasks.
- G. The term Symphony Season refers to the period commencing July 1 of a given year and ending June 30 of the following year.
- H. Call times (arrival times) for rehearsals and concerts are listed on the call sheet for every concert set. Orchestra announcements will be forwarded to the orchestra Personnel Manager and will be made, when necessary, five minutes prior to the service start time. Tardiness for a Musician is defined as not being in their assigned seat ready to play at the posted service start time. Tardiness is also defined as not being in the assigned seat ready to play at the end of the 15-minute rehearsal break. The penalty for tardiness is a reduction in compensation as stated in Section VIII, A, 8.
- I. The official pitch of the BSOC is A=440hz.

#### IV. STATUS OF BILLINGS SYMPHONY ORCHESTRA MUSICIANS

- A. A “tenured member” of the Orchestra is a musician who has satisfactorily completed a provisional period as a provisional or acting member, as detailed below. A tenured member shall be offered a contract for the subsequent season and is assured continued membership with the Orchestra and right of first refusal of any service pursuant to a signed contract. Tenured members will be afforded voting privileges with regard to issues of the Orchestra and are eligible to sit on committees.
- B. A “provisional member” of the Orchestra is a musician who has won an open audition and is contracted for a vacant position. Any provisional member of the orchestra shall receive tenured status for the following season if he or she performs satisfactorily during his/her evaluation period as follows. The Music Director and the members of the Audition Committee for that provisional member will evaluate each provisional member after he or she has performed three concert sets from any of the following: season concerts, Nutcracker, or any additional BSOC concert which requires a similar level of ability, as determined by the Music Director and the Audition Committee. If additional performances are necessary to determine performance ability, the number of provisional concerts may be expanded up to an additional season. If tenure is granted, the Music Director will so inform the Personnel Manager, who will then inform the provisional member of their change in status.
- C. An “acting” member of the Orchestra is a musician who, in the absence of a successful audition, has been appointed to a vacant position by the Music Director in consultation with the relevant Audition Committee. The term of service for an acting musician shall be limited to one season. If at the end of that season a majority of the applicable Audition Committee votes to waive an audition for the vacant position, the acting member may be offered a tenured contract with the approval of the Music Director.
- D. A “substitute” is a musician on the official substitute list who is contracted as needed. The section Principal, in consultation with the Music Director, shall prepare the official substitute list, as well as the call order of that list. Consideration shall be given to those musicians who have been voted qualified for membership at an open audition but did not win a position due to lack of open seats and who continue to perform satisfactorily with the Orchestra as a substitute. In the absence of such musicians, substitutes may be hired on the recommendation of the Principal in consultation with the Music Director. An “emergency substitute” is a musician not on the official substitute list who is hired by the Music Director, in consultation with the section Principal if possible.
- E. An “intern” shall not have voting privileges and must re-audition for available internships annually. Internships may be made available to qualified individuals still in high school or the equivalent during the current season.

- F. An “alternate” is a musician who has qualified at an audition for an open position but did not win the audition. If the first-place musician does not fulfill their contractual obligations during the period of one calendar year after the beginning of the new symphony season, the alternate will be offered the position.

## **V. AUDITIONS FOR MEMBERSHIP**

- A. An audition is a prerequisite to membership in the Billings Symphony Orchestra. It is the policy of the BSOC to conduct locally and nationally announced auditions to fill all vacancies that may occur within the Orchestra.
- B. Auditions for all tenure track vacancies and internship positions will be held in two or more rounds prior to the end of the regular Symphony Season.
  - 1. At least 45 days prior to the Preliminary Round deadline, written notice of the dates, place, and specific vacant positions shall be announced via memorandum to the Orchestra and through press release and online marketing. Audition music shall be available starting the preceding September 1 and up until 10 days prior to the live audition.
  - 2. Applicants are required to submit an application and recordings of the required audition excerpts for the Preliminary Round. Recordings will be submitted by mp3 or any other audio format acceptable to the Auditions Committee or Auditions Coordinator. The Auditions Coordinator will process each application by coding the recordings and ensuring all personal information is removed.
  - 3. Preliminary Round recordings will be sent to the appropriate Audition Committee members (see below) seven to eight weeks prior to the Final Round date. Audition Committee members will have a minimum of one non-concert week to review the applications. The Audition Committee will submit votes electronically to the Auditions Coordinator. The results of the vote determine which applicants are qualified to be invited for a live audition.
  - 4. Successful candidates will be invited to the Final Round approximately 5 weeks before the Final Round date.
  - 5. Depending on the number of open positions and expected candidates, the live audition may require more than one round and may be scheduled on one or more days.
  - 6. Auditions for all candidates shall be held in a suitable hall in Billings, Montana. No piano will be furnished, except when the audition is for keyboard.
  - 7. All auditions will be performed behind a screen in order to avoid conflict of interest. The Personnel Manager or their designee proctors all auditions,

ensuring anonymity of candidates. The Personnel Manager may not serve on the Audition Committee unless an alternate proctor has been appointed in advance of the auditions.

8. Candidates should remain at the audition site for the Audition Committee's decision or an additional audition round. For a Principal audition, the candidate may also be required to perform with the Orchestra.
9. There may be two parts to each audition:
  - a) A solo performed without accompaniment; and
  - b) The announced audition repertoire, consisting of orchestral excerpts chosen by the Music Director in consultation with the section Principal prior to the announcement of vacancies.
10. Auditions will be held on a day when no orchestral services are scheduled unless they last under two hours. A meal break for the Audition Committee will be provided for auditions lasting longer than four hours.
11. If a candidate passes the audition to the satisfaction of a majority of the Audition Committee including the Music Director, and if a vacancy exists in the respective section, the candidate will be admitted to the Orchestra as a provisional member. If there is no vacancy, the successful candidate will be put on the official substitute list or may be assigned as an alternate (see Section IV, F).
12. For auditions other than Principal positions, the Music Director shall be given two votes. For a Principal position audition, the Music Director will be given three votes. The remainder of the Audition Committee in either case will have one vote each.
13. If there are two or more candidates who successfully complete an audition, and one is chosen to fill the vacancy but the majority of the Audition Committee including the Music Director feels that the other non-selected candidate(s) are capable of filling that vacancy, the additional candidate(s) may be listed as alternate to the vacancy. In the event that the primary selected candidate cannot assume the open position or vacates the open position, the Audition Committee including the Music Director shall, within one year, have the ability to admit the alternate candidate(s) to the open position for which they had auditioned and been named alternate.

#### C. Audition Committee

1. The Preliminary Round Audition Committee may or may not include the Music Director and shall be composed of tenured Musicians as follows:
  - a. For string auditions: the five string Principals.



- b. For woodwind auditions: each section Principal.
  - c. For brass auditions: each section Principal.
  - d. For percussion and timpani auditions: Principal timpani and Principal percussion plus up to two members of the percussion section.
2. In addition to the Music Director, the Final Round Audition Committee shall be composed of tenured members as follows:
- a. For string auditions: the five string principals plus the Assistant Principal of the section involved. Violin auditions only require both section Principals.
  - b. For woodwind auditions: each section Principal plus one tenured member of the instrument section involved.
  - c. For brass auditions: each section Principal plus one tenured member of the instrument section involved.
  - d. For percussion auditions: the section Principal plus one tenured member of the percussion section.
  - e. For Concertmaster, Assistant Concertmaster or Principal string vacancies: all other Orchestra Principals, plus the Assistant Principal of the instrument section involved. Two tenured members of the instrument section involved, chosen by lottery from volunteers, shall be invited to participate.
  - f. For all other Principal vacancies: all other Orchestra Principals, plus at least one member of the instrument section involved. All tenured members of the instrument section shall be invited to participate.
3. Any Musician creating a vacancy shall not serve on the Audition Committee.
4. If one of the Musicians on the Audition Committee is unable to serve because of illness or other emergency or because they may not serve pursuant to Section V. C, 3, the Personnel Manager, in consultation with the Music Director, may appoint another tenured Musician in his or her place.

#### D. Substitute Auditions

Online substitute-only auditions to populate the substitute list occur throughout the year. Applicants submit a resume and video recordings of the position's audition packet excerpts. The Auditions Coordinator forwards each substitute-only application to the Music Director and/or appropriate section Principal, who will have a minimum of two non-concert weeks to review the application and determine whether the applicant is to be added to the substitute list. At the time an

applicant is added to the substitute list, their ranking is determined by the section Principal in consultation with the Music Director (see Section IV, D).

E. Vacancies

1. A permanent vacancy occurs when a tenured Musician permanently leaves his or her position, voluntarily or involuntarily, or when a new position is created.
2. A temporary vacancy is created when a regular Musician vacates his or her position for a period not to exceed one year, due to a leave-of-absence, illness, family matters, occupational conflict, or the like, and the Musician intends to rejoin the Orchestra as soon as the leave expires.
3. If a vacancy occurs at such time as to prevent the BSOC from conducting a locally advertised audition for that position, the Music Director may, with input from the Audition Committee, choose to fill the vacancy with a substitute musician (Section IV, D.).

**VI. MUTUAL RESPONSIBILITIES OF MUSICIANS AND BSOC**

- A. Musicians must keep the Personnel Manager and BSOC office informed of their respective current addresses, telephone numbers, and email addresses. The BSOC will not be liable for failure of notices to reach any Musician who fails to comply with this request.
- B. To ensure proper and efficient coordination, each Musician is expected to respond in a timely fashion, defined here as within 48 hours, to communications from the Personnel Manager, Music Director, or BSOC office. This timeframe can be extended at the discretion of either the Personnel Manager, Music Director, or BSOC office.
- C. Musicians shall be notified via email of any changes to the Master Schedule (see Section K, below), instrumentation, or personnel not less than 30 days in advance of the original date, or proposed change, whichever is earlier. Any change in the Master Schedule instrumentation or personnel, in the absence of such notice, shall not be binding to Musicians with prior commitments. Added concerts that are not part of the season ticket program will be individually contracted. Scheduling conflicts will be resolved as delineated in Section VIII, A.
- D. No runout or tour dates will be scheduled with less than 90 days' notice to Musicians, unless mutually agreed by the Orchestra and Orchestra Committee. The Musicians will be informed of all runout or tour conditions and plans, including times, travel, housing and meal arrangements when they are complete, no later than 30 days prior to the beginning of a proposed runout or tour.
- E. Every effort will be made to avoid scheduling concerts or rehearsals during school/university vacations or on the day preceding or following such vacation. In

the event that a special performance opportunity necessitates scheduling any services between December 24th and January 1st, 30 days advance written notice will be given. Compensation for any holiday service will be paid according to Attachment A, Section E, "Auxiliary Services."

- F. The Orchestra will not perform any service if the stage temperature is less than 65 degrees Fahrenheit, more than 95 degrees Fahrenheit, in direct sunlight, or in direct precipitation. In the case of an outdoor concert, the Orchestra will be consulted if any of these conditions become an issue. The Orchestra may elect to continue a performance. A one-hour delay will be permitted to allow for inclement weather and temperature conditions. Should the concert be canceled due to inclement weather, Musicians will be compensated for all scheduled services. If the concert is rescheduled, Musicians will be compensated for all services performed.
- G. Musicians shall not alter or change BSOC or music venue property, including chair, music stand, stand light, or other physical set on stage without prior approval of the Billings Symphony Stage Manager.

#### H. Bowings

The Concertmaster determines the bowings for the first violin part in consultation with the Music Director. Principal Second Violin, Principal Viola, Principal Cello, and Principal Bass bow their parts in accordance with the parts bowed by the Concertmaster. The schedule for bowings is set by the Librarian, giving the Concertmaster a minimum of two weeks and each Principal a minimum of one week except in the case of rental music. String Principals communicate any bowing changes to the section. There will be no bowing changes at the dress rehearsal.

- I. Musicians must have all music prepared by the first rehearsal of any concert set. The exception to this is last minute substitute Musicians, or if the music is not made available within two weeks before the first rehearsal. Examples of being prepared are:
  - 1. Having thoroughly prepared the music including counting rests and making entrances;
  - 2. Being aware of the style of the repertoire by listening to recordings;
  - 3. Being prepared with bowings and fingerings; and
  - 4. Reviewing and marking in the parts, where appropriate, the Conductor's notes.

#### J. Cell Phone Policy

The BSO&C recognizes that cell phones and smartphones have become an integral part of everyday life. However the BSOC does not allow Musicians to:

1. Use their phones and/or text messages during rehearsals or performances, or
2. Use their cell phone's camera or microphone to record, download, or upload inappropriate, illegal or obscene material while at work for the BSOC.

#### K. Contracting Procedures

1. An availability sheet with the Master Schedule of the season will be emailed to each Orchestra Musician no later than April 1<sup>st</sup> of each season. Each Musician must return the availability sheet within four weeks of receipt. If the availability sheet has not been returned by April 30th, the offer will automatically be withdrawn, unless extended by mutual written agreement. BSOC, through the Personnel Manager, will attempt in good faith to secure an availability sheet from each Musician before April 30th and shall issue at least one reminder email to all Musicians who have not returned an availability sheet by April 15th. If no availability sheet is returned, BSOC will assume that the Musician does not intend to return the following season and the position may be considered open.
2. Each Musician will receive by June 1st of each year a contract indicating all concert sets the Musician is requested to perform for the following season. A copy of the Master Agreement will be sent with contracts. The Musician must indicate any concert sets or rehearsals to be missed on the contract. If the contract has not been accepted in writing by July 1st, the offer will automatically be withdrawn, unless extended by mutual written agreement. BSOC, through the Personnel Manager, will attempt in good faith to secure a contract from each Musician before July 1st and shall issue at least one reminder email to all Musicians who have not returned a contract by June 15th. If there is no receipt of contract by July 1st, then BSOC will assume that the Musician does not intend to return the following season and the position may be considered open.

## VII. COMPENSATION

Compensation will be paid on the regular pay cycle of the BSOC. For maximum efficiency, the preference of the BSOC is that all Musicians are paid via direct deposit. If a Musician does not wish direct deposit, the BSOC will issue payment via check to be collected by the Musician, at the Billings Symphony office, during office hours, which are Monday to Friday from 9 am to 5 pm. The BSOC is not liable for checks cashed by someone other than the Musician for whom the check was issued. In addition to per-service pay, Musicians shall receive the following kinds of compensation:

- A. For run-out concerts, Musicians will receive, in addition to per-service pay, and where authorized pursuant to Section IX, mileage reimbursement as detailed in Attachment A.

- B. Any extension which causes a service to exceed 2.5 hours must be announced prior to its commencement and will be paid at scale on a prorated basis with one-quarter hour equal to one-tenth of a service. Any part of a quarter hour will be counted as a full quarter hour, except that a five-minute grace period will be allowed at the end of any service before any service extension commences. No Musician who is unable to stay for a service extension will be penalized.
- C. Any Musician serving as Concertmaster, Principal, or Assistant Principal for a complete service shall be compensated accordingly.
- D. The BSOC may provide meals if conditions warrant.
- E. Musicians will be paid an honorarium per Attachment A for solo performances they are invited to perform with the Orchestra that necessitates them being positioned in front of the Orchestra on stage. Repertoire will be chosen by the Music Director in consultation with the soloist. Soloist fee is intended for major concert works on a subscription concert. Other solo services may be negotiated in advance of the concert with the individual or by request through the Orchestra Committee as needed.
- F. Compensation for educational outreach will be paid per Attachment A.

## **VIII. ATTENDANCE REQUIREMENTS AND LEAVE OF ABSENCE**

### **A. ATTENDANCE**

1. Musicians will be present at all services for which they are contracted and will be in their chairs at the scheduled time. A Musician unable to attend because of illness, transportation breakdown, weather, religious or family commitments or employment conflict shall notify the Personnel Manager prior to the starting time of the impending service, stating the reason for and duration of the absence. It is the responsibility of all players to notify the Personnel Manager no less than 30 days prior to the service from which the Musician will be absent for non-emergency reasons. Notification of less than 30 days for a non-emergency reason shall be considered an unexcused absence and shall be noted in the Musician's personnel record. The Personnel Manager is responsible for notifying the Music Director of these absences, when appropriate, and for filling the vacancy with a substitute.
2. Excessive Absences

All tenured Musicians are expected to play all services in a subscription Symphony Season that they are requested to perform. The BSOC understands that conflicts both emergency and nonemergency may arise necessitating an excused absence from these services.

Excessive absences are considered more than one subscription concert per season for Principal players, two subscription concerts per season for other tenured players, and one rehearsal per season outside of a missed concert set. In highly unusual circumstances an additional concert or rehearsal may be excused. Absences are counted with regards to the number of concerts and rehearsals offered a Musician in a given season.

Should the Music Director determine that a player's absences are excessive, he or she, in consultation with the Orchestra Committee, may replace the player for that particular concert and/or may subsequently initiate demotion, probation, suspension or termination as outlined in Section XIII.

### 3. Emergency Absences

Emergency absences are defined as absences less than 30 days before the first rehearsal such as but not limited to, and by way of example only:

- a. Any cause beyond the reasonable control of the Musician (e.g. fire, accident, flood, strike, war, riot, bankruptcy, insurrection or national emergency);
- b. Illness or Death in the family;
- c. Family reasons such as the birth of a son or daughter and to care for such son or daughter with a serious health condition; or
- d. Other emergencies acknowledged by BSOC.

In the event of an emergency, the Personnel Manager must be notified and the Musician shall be granted emergency leave not to exceed seven (7) days. Musicians will be excused for no more than one additional concert per year due to emergencies. Further absences would require a request for leave of absence.

### 4. Medical, Family, and Emergency Leave Notification

If the need for medical leave or family leave is foreseeable, the Musician must give the Personnel Manager for the BSOC thirty (30) calendar days' prior notice. In cases where a Musician becomes aware of the need for leave less than thirty (30) days in advance, the Musician must provide notice to the Personnel Manager as soon as practicable—generally, either the same or next business day. When the need for leave is unforeseeable, the Musician must provide notice to the Personnel Manager as soon as practicable under the facts and circumstances of the particular case.

The Musician must notify the Personnel Manager in advance if illness or accidental injury will cause him or her to miss a service. Under appropriate circumstances, the Personnel Manager may require medical certification with

respect to the condition where objective considerations concerning the nature, length or basis for the absence give rise to question(s) regarding eligibility for sick leave privileges. Exceptions will be made only in the case of an emergency.

5. If a Musician does not play a concert set but has been reimbursed for airfare for those services, the amount reimbursed must be returned to BSOC within one week of notification. Failure to promptly return the travel reimbursement will result in legal action.
6. Players absent from the final rehearsal before a concert may be allowed to play the concert at the discretion of the Music Director in consultation with the section Principal.
7. Orchestra members shall not be compensated for excused or unexcused absences.
8. Tardiness or early departure from a rehearsal, or from a rehearsal break, will result in a deduction of one fifth service per any part of a 30-minute absence. In the event the instrumentation calls for certain players for only a portion of a rehearsal or concert, those players will not incur a reduction in pay, provided they render the service required of them.
9. In the event a Musician has checked out music for a particular concert but finds he or she will be unable to play the concert, the music must be returned to the Billings Symphony office or the Orchestra Librarian immediately. At the completion of each concert, Musicians should leave all music on their stand. Failure to return all music to the Orchestra Librarian will result in a fine of \$15.00 or the incurred cost to the BSOC, whichever is larger.

## B. LEAVE OF ABSENCE

After completing four full seasons, a tenured Musician may apply for up to one season's leave of absence without forfeiting his or her position in the Orchestra. Except in cases of emergency or unforeseeable circumstances, leaves must be applied for by February 1st of the season preceding the leave. Applications should be in writing, addressed to the Personnel Manager. The Music Director will approve or deny leave requests in consultation with the applicable Audition Committee, and written notification will be provided to the Musician by March 1<sup>st</sup> of the season preceding the leave. The Musician's intent to return must be received in writing on or before February 1<sup>st</sup> of the leave season. After the first leave of absence, a Musician may request a leave of absence every seven years.

If a member wishes to cancel or modify a leave of absence, he or she may do so with the approval of the Music Director.

## **IX. TRANSPORTATION**

- A. Transportation will be provided by the BSOC to and from destinations for all Musicians engaged to perform full orchestra services farther than 30 miles from Billings. In general, Musicians wishing to provide their own transportation may do so at their own expense. Under special circumstances, a Musician providing his or her own transportation may apply for reimbursement, but the Musician must submit a written request for reimbursement 14 days in advance of the run out or tour date in order to be considered for reimbursement.
- B. When the BSOC provides transportation for the Musicians, it will also provide liability insurance covering the Musicians and their instruments.
- C. When transportation is not provided by the BSOC, only the driver driving a private vehicle will be reimbursed, per Attachment A, for travel in excess of 30 miles each way.
- D. Drivers of private vehicles must complete and submit mileage reimbursement forms to the Personnel Manager to receive reimbursement.

## **X. ORCHESTRA COMMITTEE AND ANNUAL MEETING**

- A. The Orchestra Committee shall consist of five tenured Musicians of the Orchestra. They shall be elected by the Orchestra to serve two-year terms, commencing July 1st. Nominations must be submitted to the Orchestra membership for review at the annual Orchestra Meeting, held in February following the dress rehearsal for the February concert. Elections will be held in April of each year. During even numbered years, three members shall be elected, and during odd numbered years two shall be elected, thus maintaining staggered terms. At each annual election, one of the newly elected Orchestra Committee members shall be selected by the Orchestra Committee to service on the BSOC Board of Directors. This results in two (2) Orchestra Committee representatives to the Board.
- B. The Orchestra Committee shall act as the representative body of the Orchestra Musicians with regard to the Music Director, the Executive Director, and the BSOC. It shall hear all concerns and grievances of the Musicians of the Orchestra and will aid the Music Director, Personnel Manager, and/or Executive Director in resolving any problems which might arise involving the Musicians. In addition, it shall be the function of the Orchestra Committee to initiate policies on behalf of the Orchestra Musicians and to negotiate these matters with the Music Director, the Executive Director, and/or the BSOC. In the event that a complaint or grievance involves an Orchestra Committee member, the member shall recuse him/herself from any vote pertaining to that issue.
- C. The Orchestra Committee shall annually elect one of its members to serve as Chairperson.



- D. All Orchestra Committee members are eligible and may be invited to serve on other committees with the exception of the Executive Committee of the Board of Directors.
- E. The Personnel Manager, as a member of management, may not serve on the Orchestra Committee.
- F. The Orchestra Committee shall act as a unit, and no Committee member may act alone.

## **XI. DRESS STANDARDS AND STAGE CONDUCT**

- A. Orchestra Musicians must provide their own formal dress for all concerts. For all concerts, jewelry shall be minimal and no perfume, cologne or scented after-shave will be allowed. Bare midriffs, jeans, chinos, leggings, and low necklines are prohibited. In the interest of uniformity, such formal dress shall consist of the following minimum requirements, with two options:
  - 1. Evening concert dress:
    - a) Clean, pressed black tuxedo, black bow tie, clean, pressed white shirt (no turtlenecks), polished black dress shoes and black socks.
    - b) Dress or skirt such that the bottom of the garment rests no higher than a mid-calf level when sitting down or full-length black slacks, black top with a minimum elbow length sleeve, and black dress shoes. Black hose or socks must be worn.
  - 2. Matinee dress:
    - a) Dark suits (black or navy), long ties, no tuxedos.
    - b) Dress or skirt such that the bottom of the garment rests no higher than a mid-calf level when sitting down or full-length black slacks, black top with a minimum elbow length sleeve, and black dress shoes. Black hose or socks must be worn.
  - 3. Pit Orchestra dress:
    - a) Black, long sleeved closed-collar shirt or turtleneck, black dress slacks, black shoes and socks, no tuxedos.
    - b) Dress or skirt such that the bottom of the garment rests no higher than a mid-calf level when sitting down or full-length black slacks, black top with a minimum elbow length sleeve, and black dress shoes. Black hose or socks must be worn.

4. Outdoor Pops dress:
  - a) White button-up shirt, black dress pants, black shoes.
  - b) White top with a minimum of a cap sleeve, black below knee skirt such that the bottom of the garment rests no higher than a mid-calf level when sitting down, or black dress slacks and black shoes.
5. Education & Outreach dress:
  - a) Business Casual: suit coat, pants, and dress shoes.
  - b) Dress or skirt such that the bottom of the garment rests no higher than a mid-calf level when sitting down or full-length black slacks, black top with a minimum elbow length sleeve, and black dress shoes. Black hose or socks must be worn.

B. A general announcement by the Personnel Manager regarding dress standards will be made at the beginning of the season:

1. First violation will result in a verbal and written warning.
2. Second violation will result in a \$10.00 fine deducted from paycheck.

C. Stage Presence

Musician conduct on stage should be professional at all times. Musicians should not engage in any conduct that may reflect badly upon the BSOC. A relaxed, upright posture and an absence of gum chewing is expected of all Musicians.

## **XII. SEATING**

A. Seating

1. Seating for Section string players shall be rotating. Rotation will be determined by the Principal of each section in consultation with the Music Director. Seating for Section woodwinds, brass and percussion players is based on programming needs and will be determined by the Principal of each section in consultation with the Music Director. Tenured players will get first consideration.
2. Violin, viola, and cello players will be seated two people to one music stand. Where this requirement impacts a Musician's ability to perform at their optimum, the Musician must submit a written request for exemption from this policy to the Music Director and the Principal of the section.

B. Reseating

Orchestra Musicians may be resealed by mutual consent from the affected players, the section Principal and the Music Director.

- C. At any time, the Music Director, in consultation with the Principal, or the Principal in consultation with the Music Director, may choose to alter the seat or part assigned based on the musical needs of the piece(s) being performed.

### **XIII. DEMOTION, PROBATION, SUSPENSION, AND TERMINATION**

A. Demotion

A tenured Musician shall retain his or her section placement within the Orchestra provided that musical proficiency is maintained and Orchestra standards are met. Only the Music Director may initiate demotion. A tenured Musician shall not be required to re-audition for his or her contracted position unless probation has been invoked

B. Probation

1. Only the Music Director may place a tenured Musician on probation. Except for good and just cause, the only reason for such probation shall be an unacceptable level of musical performance.
2. Notice of probationary status for a tenured Musician being considered for non-renewal in the next season shall be given to the Musician in writing no later than 14 days after the first concert in which the deficiencies were noted. The notice shall be hand-delivered or sent by certified mail, return receipt requested. A copy of such notice shall be given to the Orchestra Committee Chairperson no later than three working days after the affected Musician's copy has been delivered.
3. If the Musician fails to correct the deficiencies by his or her next concert set, he or she will be so notified by the Music Director in a letter that restates the deficiencies and appropriate remedial measures and extends the probationary period for the corrective measures to last through the next two concert sets for which the Musician's services are required.
4. If, in the opinion of the Music Director, the deficiencies are remedied, the Musician will be so notified in writing, and no further action will be taken. If, in the opinion of the Music Director, the deficiency persists through the two probationary concert sets, the BSOC may serve written notice of termination to the Musician, no later than 14 days after the close of the current season. A copy of such notice shall be given to the Orchestra Committee Chairperson no later than three working days after the affected Musician's copy has been delivered.

5. Upon receiving the written notice of termination from the BSOC, the Musician on probation will have the right to play an audition before the Music Director and the applicable Audition Committee. This audition will take place, if possible, during the next regularly scheduled Orchestra audition. If that is not possible, another time will be chosen by all parties involved in the Musician's probation audition.
6. The audition list for the probation audition shall consist of orchestral excerpts, half to be chosen by the Music Director and half to be chosen by the Musician on probation. The excerpts shall be taken from repertoire performed by the orchestra during the two most recent seasons.
7. If the Musician on probation passes the audition to the satisfaction of the majority of the Audition Committee, then the Musician will be offered a tenured contract for the next season.
8. Interns may be put on probation or suspended at the discretion of the Music Director.

#### C. Suspension and Termination

1. The BSOC may suspend or terminate a contract for intentional misconduct that is detrimental to the proper functioning of the Orchestra, including but not limited to insubordination, violation of BSOC policies under this Agreement, and illegal activities. If the BSOC wishes to suspend or terminate the contract of a Musician under this clause, it will serve written notice, hand-delivered or sent by certified mail, return receipt requested, of the suspension or termination with a specified effective date and the duration for a suspension. Excessive absenteeism is cause for review of tenure status.
2. In the occasion that, during concert rehearsals, a Musician is deemed unfit to perform, as determined by the Music Director and Section Principal (or other Section Principals if the Musician in question is a Section Principal), the Music Director will have the authority to replace the Musician for that concert. The Musician will only be eligible for compensation related to the number of services or portion of a service completed up to the point that they were replaced.

- D. All notices of demotion, probation, suspension and termination shall be subject to the appeal and grievance procedures set forth in Attachment C.

#### **XIV. TICKET POLICY FOR BILLINGS SYMPHONY ORCHESTRA MUSICIANS**

- A. Subscription Tickets: If Musicians wish to purchase season tickets at full price, they will be given priority placement for seat preference on the early season ticket

sales list. After August 15, Musicians may purchase up to two available season tickets, in any seating location other than the loge, at half price.

- B. Single tickets may be purchased by Musicians at a 50% discount for all Symphony subscription concerts as available.

## **XV. ADDITIONAL ENGAGEMENTS**

- A. In the event that an entity outside of the Billings Symphony wishes to engage Billings Symphony Musicians, each Musician will be paid twice their service rate per Attachment A. If there is a doubt regarding type of service, the Musicians will be consulted.
- B. In the event that the Orchestra and Music Director are contracted by an outside person or organization to perform a concert (the engagement could be initiated by the Music Director, the BSOC, or by the outside person or organization) the Musicians and the Music Director will be paid through the BSOC. In this situation, the Music Director retains authority to maintain the established seating order of the Orchestra or to select the required number of Musicians needed for the engagement.
- C. When the BSOC is contracted by an outside organization to provide Musicians but not the Music Director, the Musicians will be paid by the BSOC. The contracting entity will not be involved in the selection of the Musicians but will inform the BSOC of the instrumentation needed for the engagement. In this situation, the Personnel Manager will contact the respective section Principals to determine which Musicians will be hired, in consultation with the Music Director.

## **XVI. RECORDINGS, RADIO AND TELEVISION BROADCASTS**

- A. Recordings and video will be allowed without extra payment for archival or educational uses, or for advertising and promotion of the Orchestra. This includes online media such as, but not limited to, online streaming. Such uses may include broadcast for noncommercial purposes.
- B. Recordings for fundraising purposes will be allowed without extra payment. Such uses may include funding applications as well as donor cultivation and stewardship.
- C. Proceeds from recordings sold to the public will go back into the BSOC budget towards funding the BSOC Musician compensation.

## **XVII. REVISIONS TO THIS AGREEMENT**

- A. This Agreement governing the policies and procedures of the Billings Symphony Orchestra will be reviewed biannually by all concerned parties and may be revised by mutual consent.
- B. The Orchestra Committee is charged with representing the opinions of the Orchestra Musicians to the BSOC. Any Musician may also present written suggestions for revisions to the Orchestra Committee no less than one week preceding the Annual Orchestra Meeting.
- C. Either the BSOC or the Orchestra Committee may request a meeting or meetings to discuss the revisions. Such meetings will be completed prior to the submission of the annual budget to the Board of Directors.
- D. A revision requires a majority vote by the Orchestra Musicians within 4 weeks from the Annual Orchestra Meeting. Based on feedback from Musicians at the annual meeting, the Orchestra Committee will make agreed upon revisions and submit the revised Agreement electronically to all tenured Musicians. Musicians are given one week to respond. Votes must be submitted electronically. If electronic submission is a hardship, the Musician may submit their vote to an Orchestra Committee member. A non-response by a tenured Musician will be treated as an affirmative vote for the revisions.

## ATTACHMENT A

### ORCHESTRA COMPENSATION

#### A. Per service rates

a. Concertmaster	\$105.00
b. Principals and Assistant Concertmaster	\$ 80.00
c. Assistant Principal Strings, Section Winds, Brass & Percussion	\$ 64.00
d. Section Strings	\$ 56.00
e. Interns	\$ 40.00

#### B. Doubling

The orchestra will pay Doubling fees of 10 percent (10%) above scale for Musicians who are required, within a concert, to perform on an instrument additional to the one for which they are contracted to play. The following instrument groups will not be considered as doubles: Bflat clarinet/A clarinet; Bflat trumpet/C trumpet; keyboard as a group; G,C, Eflat, F tuba; timpani, Traps, drum sets, and all other percussion.

#### C. Mileage

Mileage is reimbursed at \$0.42 per mile, per vehicle, for round trip travel of 60 miles or more, with a maximum of \$400 per person per concert. Musicians who elect to travel by air will be reimbursed for up to \$400 of their airplane ticket cost after they submit their ticket receipt to the Finance Manager. Only one round trip will be reimbursed for services Thursday – Saturday for distances greater than 90 miles round trip. Standardized mileage is listed below and is drawn from Google directions with the Alberta Bair Theater and the respective town centers as the destination points. Additional location mileage will be provided in advance of the first concert service, per the Google stated mileage. The BSOC, at its discretion, may provide additional mileage reimbursement in order to fill vacancies as needed.

Bozeman	288/144	\$120.96
Cody	214/107	\$ 98.88
Hardin	94/47	\$ 39.48
Lavina	91/41.5	\$ 38.22
Powell	194/97	\$ 81.48
Red Lodge	124/62	\$ 52.08
Roberts	100/50	\$ 42.00
Sheridan	264/132	\$110.88

#### D. Housing

Every effort will be made to provide home stays for Musicians, when requested at least four weeks in advance or when hired in the case of last minute substitutes. If home stays are not requested at least four weeks in advance (or upon hiring for last

minute substitutes), no lodging will be provided. In some cases, double-occupancy hotel rooms, shared with another Musician, will be substituted for home stays. If a Musician prefers either a hotel room when a home stay is available or a single occupancy hotel room, the BSOC will make every effort to make hotel arrangements at the BSOC reduced rate. This additional expense will be deducted from the Musician's mileage reimbursement and documented on their vendor stub.

#### E. Auxiliary Services

1. Musicians who perform outreach and educational services will receive \$65 for each service stipulated for the outreach activity. A single outreach activity is defined as a service held in one location for a maximum of 2 hours.
2. Compensation for formal chamber music concerts, with ensembles smaller than 10 musicians, will be \$200 per Musician.
3. Compensation for mini-workshops as part of Arts Day will be paid at \$65.
4. String Principals will be compensated one service for participating in a bowing session for each concert set.
5. Musicians who are required members of an audition committee (see Section V, C) will receive the Montana State minimum wage with a minimum 3-hour call.
6. Solo or Concerto pay will be compensated at a minimum of \$750 for major works on a season concert, as specified in Section VII.E.
7. Compensation for holiday services will be 150% of the above compensation schedule. Holiday services are defined as the following holidays and the evenings preceding them: New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving and Christmas.



## **ATTACHMENT B**

### **PERCUSSION INSTRUMENTAL CARTAGE**

- A. Large instruments that will be provided with transportation by the BSOC include marimba, vibraphone, xylophone, chimes, bass drum, tam-tam, glockenspiel, timpani, and any other large percussion instrument(s).
- B. All other instruments will be provided by the Musician in the percussion section. This includes mallets, beaters, sticks, snare drums, field drums, toms, cymbals, auxiliary percussion (tambourine, triangle, woodblock, etc.), drum set, hand drums, instrumental stands, and other exotic instruments deemed necessary for literature.
- C. Cartage will be paid at a rate of \$15 per trip for the following. This includes set up and tear down.
  - 1. Drum set,
  - 2. An unusually large instrumentation, and
  - 3. Large instrument(s) (see A above). These may be supplied by a Musician when duplicates are required (i.e. two timpani players) or when the BSOC is not able to provide the needed instrument. This excludes drum set.
- D. Cartage will not be given to a Musician if a moving truck is provided by the BSOC to move any large personal instrument(s) (see A above) if and only if arrangements are made for pickup and drop-off times and locations. This excludes drum set.
- E. Damage
  - 1. The BSOC is not responsible for maintenance of personal instruments (See B above).
  - 2. The BSOC will be held responsible for repair or replacement of personal instruments if damage occurs while being transported under the supervision of the BSOC.
  - 3. The BSOC will not be held responsible for repair or replacement of personal instruments if they are damaged during transport if transported solely by an individual other than the BSOC.

## ATTACHMENT C

### **BILLINGS SYMPHONY ORCHESTRA GRIEVANCE PROCEDURE**

- A. The BSOC is committed to fair and transparent procedures to allow Musicians to address their concerns through a confidential process, without fear of retaliation, and with the expectation of a just resolution.
- B. This grievance procedure is the means by which disagreements with and complaints about policies and actions of the Board of Directors, officers, Executive Director, Music Director, staff, Musicians, and other agents of the BSOC may be heard, reviewed and resolved.
- C. Any Musician having a grievance, complaint, or disagreement with the policies or actions of any member or part of the BSOC should communicate those concerns to any member of the Orchestra Committee, the Personnel Manager, the Executive Director, or the Board President. The report shall be acted upon no later than 30 days after notification. All attempts will be made to resolve the matter(s) promptly.
- D. If the grievance cannot be promptly resolved, a hearing before the Executive Committee of the Board of Directors of the BSOC may be requested. This request with the details of the grievance must be submitted in writing.

Chair, Executive Committee  
Billings Symphony Society  
2721 Second Avenue North, Suite 350  
Billings, MT 59101

- E. The written request for a hearing should contain a brief explanation of the nature of the grievance and any additional information or documents which the aggrieved desires the committee to review prior to the hearing. The aggrieved may provide additional information, documents or witnesses at the hearing.
- F. After receipt of the request for a hearing, the Executive Committee will give written notice to the person requesting the hearing via the Orchestra Committee Chair as to when and where the hearing will be held. Such a hearing will be held as soon as possible.
- G. The hearing before the Executive Committee shall be non-adversarial. With at least one Orchestra Committee member present, the person requesting the hearing may give testimony, present documents or other material and request witnesses to testify. Within fourteen (14) days following the hearing, the Executive Committee shall render a written decision regarding the grievance or complaint presented. The decision shall give specific reasons and grounds upon which it is based. The original of such decisions shall be mailed to the person who requested the hearing, with copies to the Board President, the Executive Director and the Orchestra Committee Chair.

H. If the decision of the Executive Committee fails to resolve the grievance to the satisfaction of all parties, the Executive Committee Chair will bring the issue to the next regularly scheduled Board of Directors meeting. The decision of the Board of Directors will be final.

## **ATTACHMENT D**

### **BILLINGS SYMPHONY ORCHESTRA AND CHORALE POLICIES**

#### **A. EQUAL OPPORTUNITY EMPLOYER**

The BSOC is an equal opportunity employer and prohibits discrimination and harassment of any kind. We are committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at the BSOC are based on business needs, job requirements, and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate.

#### **B. THE AMERICANS WITH DISABILITIES ACT (ADA)**

The BSOC is committed to equal employment opportunities and operates in full compliance with The Americans with Disabilities Act. The BSOC provides reasonable accommodations to ensure that no otherwise qualified individual will be excluded from employment or any program, service, or activity provided by the BSOC in accordance with the ADA.

If a Musician requires specialized accommodations for a mental or physical disability or religious belief/practice, etc., either for their current job or for jobs for which they wish to apply, they must contact the Personnel Manager. It is important that Musicians notify the BSOC of their need for an accommodation. Once that is done, the BSOC will work with each Musician through an interactive process to evaluate and, if possible, arrange for a reasonable accommodation. Generally, a reasonable accommodation will be attempted unless it creates an undue hardship for the BSOC. A reasonable accommodation does not mean the elimination of an essential function of the job.

#### **C. PERSONNEL INFORMATION AND PRIVACY**

Personnel files are maintained for each employee. Personnel files are the property of the BSOC and may not leave the company premises. Musicians should make an appointment with the Executive Director if they wish to view their personnel file. Personnel files are to be reviewed in the Executive Director's office.

Personnel files are maintained by the Executive Director, the Personnel Manager, and the Finance Manager and are considered confidential.

For accurate administration of wages and benefits and for compliance with federal and state regulations, it is necessary that current and accurate contact and employment records be maintained for each Musician. This information is also

necessary in the event a Musician must be reached in an emergency or for available work. If there are changes, or if a Musician observes or is aware of any errors in their personnel records, please notify the Personnel Manager immediately. Falsification of any personal information is cause for disciplinary action, up to and including discharge.

Separate files are maintained for employee medical-related information and work-related injuries. Access to these files is limited to the Executive Director, Personnel Manager, and Finance Manager.

#### D. SOLICITATION

Musicians are prohibited from using the BSOC resources or time for solicitations or engaging in any fundraising, commercial, or musical activities other than those expressly permitted and authorized by the Executive Director. Complementary music and arts programs may be promoted within the BSOC upon authorization from the Executive Director or Music Director.

#### E. INTELLECTUAL PROPERTY

At no time may Musicians transfer BSOC business including, but not limited to, students, tickets, proprietary items, services, or ideas, to other organizations at the detriment, or perceived detriment, of the BSOC.

#### F. CONFIDENTIALITY

Confidentiality with respect to all business and administrative affairs of the BSOC is of critical importance. At no time will a Musician use unauthorized access to disclose, alter, remove or release (in any format) information regarding personal, financial, or business strategy, names or information about donors or students, or any other information which is or may be considered proprietary, private, or confidential, to any person or organization without specific written authorization of the Executive Director, BSOC Board of Directors President, or the Board President's designee.

#### G. PAYROLL DEDUCTIONS

The BSOC will deduct certain amounts, such as income taxes, social security taxes, and garnishments, from a Musician's pay as required by law. The BSOC will also deduct amounts that a Musician authorizes, such as accommodation reimbursements, fines, charitable contributions, retirement plan contributions, or for payroll programs the BSOC has approved.

#### H. JOB RELATED INJURIES

A Musician must promptly report any job-related injury to the Personnel Manager. Musicians who are unable to work because of a work-related injury may be eligible for worker's compensation benefits according to Montana law.

## I. I9 REQUIREMENT

An I9 must be on file with the BSOC office for every employed Musician as required by law.

## J. SAFETY POLICY

The BSOC is committed to safety in all areas of the organization and our goal is to comply with the Montana Safety Culture Act and the Occupational Safety & Health Act of 1970. These Acts require employers to provide a safe and healthful working environment employees to comply with occupational safety and health standards and all rules, regulations, and orders contained within the Acts, which are applicable to their own actions and conduct.

We believe that safety must function as an integral part of, and in no manner separate from, the operation of the BSOC. In recognition of this, Musicians are expected to:

1. Consistently adhere to proper operating practices and procedures, which are designed to prevent injury, illness, and loss of assets; and
2. Comply with the requirements of federal, state, and local safety and health codes to insure the well-being and safety of all Musicians and other BSOC employees.

## K. NONDISCRIMINATION AND ANTI-HARRASSMENT POLICY AND COMPLAINT PROCEDURE

The BSOC expects Musicians and other BSOC employees to develop and maintain business-like relationships free of bias, prejudice and harassment. In keeping with this commitment, we will not tolerate unlawful harassment or discrimination of Musicians or other BSOC employees by anyone, including any supervisor, manager, co-worker, vendor, client, contractor, customer, patron or other regular BSOC visitor. Musicians and other BSOC employees have a responsibility to treat others with dignity and respect at all times. Any Musician or BSOC employee found to have willfully exhibited inappropriate conduct or behavior against others may be subject to disciplinary action up to and including termination of employment.

This policy applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, training, disciplinary actions, and all other terms, conditions, and privileges of employment as a Musician. A Musician's questions or concerns should be referred to the Personnel Manager, the Executive Director, a member of the Orchestra Committee, or the President of the Board of Directors. These individuals have responsibility for oversight of this process. The Executive Director has overall responsibility for this policy and maintains reporting and monitoring procedures. If a complaint is brought against the Executive Director, the President of the Board will assume that responsibility.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual. Discrimination is adverse behavior towards a person based upon a person's protected status or any other characteristic protected by law. BSOC will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing, or practical jokes directed at a person based on his or her protected status.

This policy applies to conduct occurring while engaged in work for the BSOC, which includes participation in rehearsals, performances, and any other event or meeting that a Musician may attend or in which a Musician may participate as a representative of the BSOC.

The prohibited conduct also includes:

1. Epithets, slurs, negative stereotyping, threatening, hostile, offensive or intimidating acts; and
2. Written or graphic material circulated or posted by email, phone (including voice messages), text messages, social networking sites, etc. that shows hostility toward a person or group.

Sexual harassment deserves special attention. Sexual harassment may include subtle and not so subtle behaviors, may be directed towards individuals of the same or different gender, and may include explicit sexual propositions, sexual innuendo, commentary about an individual's body, sexual prowess or sexual deficiencies, sexually oriented "kidding" or "teasing," "practical jokes," jokes about obscene printed or visual material, staring, leering or whistling, insulting or obscene comments or gestures, and unwanted physical contact such as patting, pinching, or brushing against another person's body. Sexual harassment includes unwelcome verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is implicitly or explicitly made a term or condition of employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Prohibited Sexual harassment also includes:

1. Harassment directed toward a person because of gender;
2. Propositions or pressure to engage in sexual activity;

3. Sexual assault;
4. Display of magazines, books, or pictures with a sexual connotation; and
5. Any harassing behavior, whether or not sexual in nature, directed toward a person because of the person's gender, including, but not limited to, hazing persons working in nontraditional work environments.

All Musicians and other BSOC employees should help ensure that BSOC avoids all forms of harassment, discrimination or retaliation in the work environment. Whenever possible, any person who is experiencing unwelcome conduct of the type generally described above should inform the person engaging in the conduct that it is unwelcome and request that it stop. Musicians who believe they have been subjected to discrimination or harassment or have witnessed such behavior should immediately report this information to the Personnel Manager, the Executive Director, a member of the Orchestra Committee, or the Board President.

BSOC will attempt to investigate all complaints of harassment, discrimination and retaliation thoroughly, to the fullest extent practicable. BSOC will keep complaints and the terms of their resolution confidential. However, it cannot guarantee complete confidentiality to complete a thorough investigation. If an investigation confirms that a violation of this policy has occurred, BSOC will take appropriate, corrective action including discipline up to and including termination of employment.

#### L. NON-RETALIATION

The BSOC strictly prohibits any retaliation against a Musician or other BSOC employee who in good faith reports, is about to report, or participates in an investigation of a violation or suspected violation of a law, regulation, procedure, or policy of the BSOC. Any Musician who, after investigation, has been found to have retaliated, will be subject to discipline up to and including termination of employment. Musicians who witness or observe an apparent incident should report it as detailed above.

#### M. FORCE MAJEURE

It is the intention of the BSOC that all the services described under the terms of this Agreement be performed. However, in the event one or more scheduled services need to be cancelled due to an act of God, civil unrest, power failure, dangerous weather conditions, labor dispute outside of the normal scope of the signatories of this Agreement, or because of any rules or regulations promulgated by federal, state, or municipal authorities, or because of a civil or military emergency, or other unforeseen circumstances which are beyond the control of the BSOC, then the services shall be subject to cancellation and termination by the BSOC for the duration of the occurrence of emergency. In the event of such termination or cancellation, the BSOC shall be released and discharged from any and all liability of the BSOC to each contracted Musician, except as to payment



then due Musicians under the terms of this Agreement for services previously rendered.

#### N. SUBSTANCE ABUSE POLICY

BSOC has a strong commitment to its Musicians and other employees to provide a safe and secure workplace and to establish programs promoting high standards of employee health. The purpose of this policy is to state the BSOC's standards with respect to drug and alcohol use and abuse.

The unlawful manufacturing, distribution, dispensing, possession, use of, or being under the influence of alcohol, controlled substances, drugs, narcotics, or any intoxicant is prohibited while engaged in work for the BSOC. Work for the BSOC includes rehearsals, performances, and any other event or meeting that a Musician may attend or in which a Musician may participate as a representative of the BSOC. Any Musician violating any part of this policy is subject to disciplinary action, up to and including, termination of employment.

#### O. FIREARMS/WEAPONS

Possession of firearms, handguns, weapons or any related items or materials while on BSOC business is prohibited. BSOC business includes rehearsals, performances, and any other event or meeting that a Musician may attend or in which a Musician may participate as a representative of the BSOC. Any Musician in violation of this policy will be subject to prompt disciplinary action, up to and including termination of employment.

#### P. WORKPLACE THREATS AND VIOLENCE

BSOC has zero tolerance for violence in the workplace, which includes acts of intimidation, threats of violence (whether express or implied), and acts of violence. Any of the aforementioned acts of violence against Musicians, employees, patrons, visitors, guests or other individuals by anyone will not be tolerated and must be reported to the Personnel Manager, the Executive Director, a member of the Orchestra Committee, or the Board President immediately.

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts while at work for BSOC shall be removed from the premises as quickly as safety permits and shall remain off BSOC premises pending the outcome of an investigation. BSOC will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination from any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

No existing BSOC policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

Musicians should notify the above mentioned individuals regarding any threats they have witnessed, received, or been told that another person has witnessed or received. Even without an actual threat, Musicians should also report any behavior they have witnessed which may be regarded as threatening or violent, when that behavior is job related or might be carried out on a BSOC work site or is connected to BSOC employment.

All individuals who apply for or obtain a protective or restraining order, which lists BSOC working locations as being protected areas, must provide to the Personnel Manager a copy of any temporary protective or restraining order which is granted and a copy of any protective or restraining order which is made permanent. BSOC understands the sensitivity of the information requested and will maintain confidentiality accordingly.

#### Q. SOCIAL MEDIA POLICY

Use of social media presents certain risks and carries with it certain responsibilities. To assist Musicians in making responsible decisions about their use of social media, the BSOC has established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to one's own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with BSOC, as well as any other form of electronic communication.

The same principles and guidelines found in BSOC policies and standards apply to a Musician's activities online. Ultimately, Musicians are solely responsible for what they post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects a Musician's job performance, the performance of co-workers, or otherwise adversely affects members, patrons, or people who work on behalf of BSOC or BSOC's legitimate business interests may result in disciplinary action up to and including termination of employment.

##### 1. Know and follow the rules.

Carefully read these guidelines, the BSOC's Nondiscrimination and Anti-Harassment Policy and Complaint Procedure, and ensure any postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject a Musician to disciplinary action up to and including termination of employment.

##### 2. Be respectful.

Always be fair and courteous to fellow Musicians, other BSOC employees, patrons, members, or people who work on behalf of BSOC. Also, keep in mind that work-related complaints are more likely to be resolved by speaking directly with the person(s) involved or with management rather than by posting complaints to a social media outlet. Nevertheless, if a Musician decides to post complaints or criticism, they should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages co-workers, patrons, managers, other associates, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment.

3. Be honest and accurate.

Musicians should make sure they are always honest and accurate when posting information or news, and if they make a mistake, correct it quickly. They should be open about any previous posts they have altered. Remember that the Internet archives almost everything. Therefore, even deleted postings can be searched. Musicians should never post any information or rumors that they know to be false about BSOC, co-workers, other associates, members, patrons, suppliers, people working on behalf of BSOC, or competitors.

4. Post only appropriate and respectful content.

5. Maintain the confidentiality of BSOC trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

6. Musicians should not create a link from their blog, website or other social networking site to a BSOC website without identifying themselves as a BSOC employee.

7. Musicians should express only their personal opinions and never represent themselves as a spokesperson for BSOC.


8. If BSOC is a subject of the content a Musician is creating, they should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of BSOC, co-workers, members, patrons, suppliers, or people working on behalf of BSOC.

9. If a Musician does publish a blog or post online related to the work they do or subjects associated with BSOC, they should make it clear that they are not speaking on behalf of BSOC. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of BSOC."

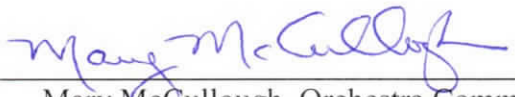
**THIS AGREEMENT IS EXECUTED EFFECTIVE JULY 1, 2019**

By:   
Robert Griffin, Board President

Date: 5/29/2019

By:   
Ignacio Barron Viela, Executive Director

Date: 5/29/2019

By:   
Mary McCullough, Orchestra Committee Chair

Date: 5/29/2019