

Orchestral Musician Involvement in Orchestra Management Functions

I. Introduction

Albert K Webster, the former Managing Director of the New York Philharmonic once opined that “the musicians of our orchestras are an undervalued, underutilized, and underappreciated resource of extraordinary potential with respect to non-artistic— administrative or managerial- matters.”¹ Mr. Webster’s sentiment aside, the degree to which an orchestral musician should become involved in orchestra management and related functions can be a rather controversial topic.² Two schools of thought appear to exist with regard to this issue. The first didactic is that orchestra members should have no involvement in the management and operation of an orchestra. Proponents of the view assert that a musician’s involvement in an orchestra is to exclusively perform and management’s function is exclusively to manage. Any musician’s involvement in management related activities would blur the lines between labor and management and could possibly lead to bargaining unit disunity and the possible dissolution of existing union agreements. On the other hand, some contend that orchestra members must to some greater or lesser extent become involved in orchestra management functions since only they have the expertise to do so. Since musicians are the very life blood of an orchestra and have a vested stake in its survival, some posit that musicians are in the only position to know the best means by which that orchestra can operate and ultimately thrive. These two paradigms appear mutually exclusive. Reality suggests that they are not.

A cursory review of both ICSOM and ROPA orchestra collective bargaining agreements reveal that a vast majority contain provisions that relate to management functions to some degree.³ For instance, almost every agreement reviewed contains some form of committee process for auditions for acceptance into the orchestra and peer review for determining whether loss of tenure for artistic deficiency is warranted. Almost every agreement contains an artistic advisory committee and an executive director/music director search committee. Many agreements establish labor-management committees that are devoted to specific topics such as travel and tours, pension, education and donor outreach, health insurance and performance scheduling- issues that are typically the province of management. Several agreements contain provisions that permit orchestra musicians to serve on the orchestra’s board of directors, either as voting or non-voting members. Finally some orchestra contracts have extensive provisions that require musician involvement in management roles.

A review of these agreements reveals that the issue is not whether orchestras should negotiate provisions that involve musicians in management functions- clearly, almost every-one

¹ See, The Orchestra Violinist's Companion, Martin Wulforst, p. 450.

² Orchestra management functions may be defined as non-performance related actions/operations without which the orchestra would not be able to continue to exist. Such functions include, but are not limited to fund raising, repertoire selection, membership and operation of the board of directors and selection of orchestra members, artistic directors and administrative personnel.

³ These contractual provisions are attached in Appendix A to this article.

has. Rather, the issue is whether these provisions are worth the benefit of the bargain. Do they add value to the agreement or do they create risk of bargaining unit disruption/dissolution? The answer to this question will provide guidance on whether these provisions should be expanded, limited or eliminated.

Before delving into that inquiry a basic understanding of the legal ramifications of bargaining unit member involvement in management functions would be useful. Clearly, the greater the level of involvement bargaining unit members may have in management roles, the greater the risk that the bargaining relationship may be compromised. The next section reviews basic legal precedent concerning this issue.

II. The Legal Framework

Section 7 of the National Labor Relations Act (NLRA) confers the ability to organize and negotiate collectively only upon employees. Other categories of workers, such as supervisors, managers, confidential employees and independent contractors do not possess this right. The NLRA specifically excludes supervisors from coverage. NLRA Section 2 defines supervisors as “any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.” See 29 U.S.C. §152.

The National Labor Relations Board (NLRB), the federal agency charged with the obligation of enforcing the NLRA has interpreted the NLRA to also exclude managerial and confidential workers from coverage. It is these two categories that may become problematic for orchestral musicians who are actively involved in management functions. The greater the level of their involvement, the greater the risk that they will be deemed excluded from coverage under the NLRA and be removed from the bargaining unit.

According to NLRB precedent a managerial employee is one “who formulates and effectuates management policies by expressing and making operative the decisions of the employer and those who have discretion in the performance of their jobs independent of their employer’s established policy... managerial status is not conferred upon rank and file workers or upon those who perform routinely, but rather it is reserved for those in executive type positions, those who are closely aligned with management as true representatives of management.” *Bell Aerospace v. International Union, Automobile, Aerospace and Implement Workers of America*, 219 NLRB No. 42 (1975). Thus, managerial employees are those whose interests are aligned with the employer and are considered independent functionaries of management. Under this standard if an employee is given the discretionary ability to develop and implement policy without management oversight she or he may be deemed managerial and be excluded from the bargaining unit.

Musicians who have significant roles in the operation of an orchestra run the risk of being considered managers. As noted in the next section of this article, several orchestra agreements that I have examined contain provisions that if implemented to their fullest potential may cross the line and trigger the exclusion of orchestra members from the unit.⁴ While NLRB mandated exclusions have not yet occurred in my experience in the orchestral arena, the potential legal risk exists and those working under these agreements must be mindful of the potential consequences if unit inclusion is challenged⁵.

Those musicians who bear the greatest risk are those who are employed under collective bargaining agreements that contain joint committee or participatory board structures. In labor relations parlance these are referred to as employer participation committees (EPC). EPC's are programs through which labor and management jointly formulate workplace policies and goals. The NLRB has held that while in most circumstances EPC's are not vested with true managerial authority since most simply make recommendations for management's consideration, there are situations where full authority to develop and implement policy on management's behalf is conferred upon an EPC. In those circumstances EPC participants may be deemed managers.

For instance the NLRB has found that where an EPC has the ability to issue and implement policy determinations that do not require final approval, those who participate in the process are managers. *Washington County Mental Health Services and AFSCME, Council 93*, 2000 WL 33664213 (2000). In *Washington County Mental Health Services* the NLRB found that a "Board Staff Management Committee" (BSMC) was created for the express purpose of exercising managerial decision making authority that was delegated from the employer's Board of Directors. The BSMC effectively exercised independent decision making authority over a wide range of issues including salary levels, bonuses, benefits, holidays, employment policies, working conditions and job responsibilities of management personnel. As a result of this broad grant of independent authority, the NLRB held that the BSMC was effectively a management representative rather than a functionary of labor. Participants were excluded from the bargaining unit.

Likewise, those employees who assist and act in a confidential capacity to persons who formulate, determine and effectuate managerial policies in labor relations can be considered confidential employees who are excluded from the bargaining unit. *Bakersfield Newspaper Guild, Local 202 vs. The Bakersfield Californian*, 316 NLRB 1211 (1995). This standard is

⁴ It should be noted that an employee will not be excluded from the bargaining unit if they infrequently exercise managerial authority. *Connecticut Light & Power Company and IBEW, Locals 420 and 457*, 2013 WL 6328062 (2013). Furthermore, an employee in a significant managerial role would only be excluded if management sought an exclusion or unit clarification from the NLRB. Management may choose not to do so. However, as a practical matter, having a bargaining unit member in a managerial role, even an insignificant one could cause great friction amongst employees who could question the loyalty and allegiance of the employee who undertook managerial functions.

⁵ Bargaining unit exclusion would mean that the excluded musician would no longer be covered by the parties' collective bargaining.

known as the labor-nexus test. Once again, in my experience I am unaware of any orchestral bargaining unit member who has been excluded from the unit because she or he was found to be a confidential employee. However, the distinct possibility does exist, particularly where a musician serves on an orchestra's board of directors and is privy to data and strategy with regard to orchestral labor relations and negotiation strategy.

With these legal standards in mind, there are several contractual articles I have reviewed that warrant a closer examination.

III. Contractual Provisions

In this section I review isolated provisions related to musician management functions from various orchestra collective bargaining agreements pointing out those that may be problematic and those that may be beneficial. While this is not be an extensive review, my own examination of the articles contained in the attached appendix revealed that many more contracts contain terms that benefit the bargaining relationship than contain provisions that possibly jeopardize it. I first examine those contractual terms that contain language that may present some difficulty.

A. Problematic Contractual Terms

Several orchestral collective bargaining agreements have provisions that permit (some that even require) musicians to serve on the orchestra's Board of Directors (board) with full voting privileges. This can result in a host of problems for the entire bargaining unit, since for most orchestras the board functions as its governing body.

For example the Nashville Symphony agreement includes an Article captioned: Article 26 "Musician Participation in Governance." See Appendix A, p. 38. This section provides that "[i]n order to maintain a more trusting and closer relationship between Musicians Management, and the Board of Directors of the Association ten (10) percent of the members of the Board of Directors of the Association shall be Orchestra Directors (Musicians elected by the Orchestra)." In essence this provision mandates that a portion of the orchestra's musicians serve as functioning members of the board. The agreement further provides that orchestra musicians will serve on all eleven standing committees, which concern issues that run the gamut from finance to human resources. Finally, the agreement affirmatively states that: (1) orchestra representatives cannot be excluded from any discussions including discussions pertaining to employee grievances, but may at the option of management be excluded from any discussions of collective bargaining negotiations and that (2) Orchestra Directors have voting rights and full powers as Directors.

These terms as written can result in a host of legal issues for the bargaining unit. For example if the voting orchestra members of any of the standing committees can cast the deciding votes on any issue that would normally involve management prerogative, that musician(s) may

be deemed managerial. Thus, a musician who serves on the human resources committee may, if they possess the deciding vote, be able to formulate and implement a policy impacting upon hiring and termination practices that typically would be promulgated by a management representative.

Further, unlimited service as a full voting member of the orchestra's board may result in the musician being considered confidential as they would be privy to matters relating to labor relations. Thus, if the board required (which it has the ability to do) the Orchestra Directors to become involved in the formulation of management's bargaining proposals, they might be subject to bargaining exclusion. While this may present a rather nefarious result, there is a possibility that this could actually happen. If it did, the result for the bargaining unit would be devastating.

The Nashville Symphony agreement presents an example of an agreement that requires musicians to be involved in every facet of the operation of the orchestra. This historical antecedents of this provision, which are explored in the following section, are important to understand,

The Alabama Symphony's collective bargaining agreement contains language that is problematic for much the same reason. This agreement contains a section (Section 15.7) entitled "Board Committees" (Appendix A, p. 2) that states:

Success of the enterprise depends upon shared responsibilities and open communication among governance volunteers, professional musicians and professional staff. Recognizing this full-time Musicians are expected to serve on the Association's Board of Directors as well as its Standing and Ad Hoc Committees, with all privileges, rights and responsibilities associated with such service *to the extent their service does not conflict in interest with their membership in the AFM and the Local.* **Orchestra members serving on the Association's Board of Directors and Committees of the Board are expected to do so as individuals responsible for the best interests of the organization** and its mission to provide quality music to the people of Birmingham and the State of Alabama. Continued governance service is contingent upon, as it is for all members of the Board, compliance with the Association's Article of Association of Incorporation, Bylaws, policies and procedures including but not necessarily limited to, maintenance of confidentiality. [Emphasis supplied].

This language is a little more troublesome than the joint governance section found in the Nashville agreement that I previously reviewed. Unlike Nashville, this agreement contains an affirmative mandate that orchestra members who serve on the board place the best interests of the organization institution above that of the bargaining unit. It is not hard to fathom where the interests of the organization may diverge from that of the bargaining unit. For example, as a cost

saving measure it might be in the institutional interest of a symphony to decrease the size of the orchestra. However, this is hardly in the best interest of the bargaining unit, or the artistic integrity of the orchestra. Nevertheless, musicians who serve on the board could be obligated by virtue of this provision to pursue reduction in the size of the orchestra. Managerial authority such as this is more than enough to remove these musicians from the bargaining unit.

Additionally, since musicians may be given access to confidential material with certain limitations, they risk becoming exempt confidential employees. Section 15.7 grants musician board members full access to confidential information, including bargaining proposals and negotiation strategy. This is more than enough to satisfy the labor-nexus test and such musicians would be by definition confidential employees. This contract contains a provision that would give musicians who serve on the board access to confidential information provided the following three conditions are satisfied:

- A. The serving musician deems it appropriate to receive the confidential information.
- B. The serving musician notifies the board of his or her intent to convey the confidential information to the orchestra committee.
- C. The Chairperson of the board approves the conveyance of the confidential information.

It is interesting to note that two of the threshold criteria, whether the musician board member intends to disclose the confidential material to the orchestra committee and whether she or he deem receipt of the information appropriate, are solely within the control of the musician seeking access to the material. One could assume that the board chairperson would be very hesitant to disclose confidential information (especially information pertaining to labor management relations) if she or he was aware that that it would be provided to the committee for use during negotiations. This fact would serve to further isolate the board member musician from the orchestra. However, as a practical matter I would venture to guess that it would be very rare for musician board members to acquire confidential material under these conditions.

Finally, the Jacksonville Symphony has a contractual provision that may be more problematic than the language found in either the Nashville or Alabama agreements. Article 248/, "Representation on Board of Directors" of the Jacksonville Symphony collective bargaining agreement provides:

Representation on the Board of Directors- There shall be two (2) positions for two members of the Orchestra on the Association's Board of Directors. They shall be subject to the same attendance requirements (not counting meetings held during orchestra services), voting rights, access to information, fiduciary duties and protections as all Board members, under the Association Bylaws, but due to the compensation levels of this Agreement shall not be subject to the contribution /fundraising requirement. At the direction of the Chair or his/her designee, they

may be dismissed from certain discussions regarding labor relations that would otherwise create a conflict of interest, and shall bear no responsibility for decisions based on such discussions or actions. They shall also serve as liaison between the Board of Directors and the orchestra.

What is more troublesome about this article than the others is that it specifically grants musician board members and non-musician board members equal access to information, regardless of whether the information pertains to grievance adjustment, labor relations or collective bargaining. While the musicians may be excluded from “discussions concerning labor relations that may create a conflict of interest,” that is inconsequential with respect to the labor nexus test if the musician has full access to documentation and materials concerning those discussions.

Further, holding musician board members to the same fiduciary standards that apply to other board members means that they are legally obligated to place the interests of the board and the orchestra above their interests to the union and fellow bargaining unit members. This obligation potentially creates an irreconcilable tension with their continued membership in the bargaining unit.

The actual practices of the musicians serving on the boards of these three orchestras are significantly different than the contracts’ written terms. This will be discussed in Section IV, *infra*. However, though the actual practices and the specific terms of these agreements may vary, so long as contractual language persists that may create a rupture in the bargaining unit composition, musicians and orchestra committees must remain vigilant to ensure that language is not applied (or modify it so that it cannot) perniciously.

As noted previously, there are many more orchestra contracts that contain language that benefits and nourishes the bargaining relationship between labor and management in a way that does not compromise it. The next section reviews some of these provisions.

B. Preferred Contractual Terms

A uniform element found in preferred contractual terms that involve orchestra musicians in management related functions is that they do not grant (or potentially grant) musicians sole decision making authority or directly involve bargaining unit members in labor relations functions. Their common thread is that though musicians are a given significant voice in management functions and mutual cooperation is expected, the line between labor and management is unyielding. Final decision making authority resides with management.

For example, the Atlanta Symphony’s collective bargaining agreement contains a section that creates a Joint Cooperative Council (Art. XIII.1), Appendix A, p.3:

Joint Cooperative Council: The parties agree that regular meetings of the JCC have been useful as a tool of communication among the ASO Board, Management, Orchestra and Music Director to further understanding of the critical planning issues facing the Atlanta Symphony in the short and long term.

Convening a labor-management committee that involves the orchestra board and Music Director provides the orchestra's musicians with a forum to address difficult issues they encounter before they ripen into disruptive grievances or arbitrations. It also allows musicians to become involved and have input into "critical planning issues" affecting the orchestra while leaving the ultimate decision making authority for those issues in the hands of orchestra management.⁶

Though a committee such as this one is only as useful as its members desire it to be, having such language creates a vehicle through which musicians can have meaningful involvement in orchestral operations and strategic planning while not compromising their position as bargaining unit members. Provided management takes the musician's role in the committee seriously, it allows musicians to utilize their musical expertise to advance orchestral goals while not placing them in legal jeopardy.

The Atlanta agreement also provides that musicians will be involved in the process of reviewing and hiring artistic leadership. In this regard Article XIII.1 states: "It is recognized that the Musicians are a valuable resource of counsel when evaluating artistic leadership. Consistent with past practice, the Employer will involve Musicians in any process of artistic leadership review and hiring." Permitting orchestra members to participate in the selection and evaluation of the orchestra's artistic leadership allows them to have some control over the artistic quality of their product. Furthermore, it renders artistic leadership, who often has unbridled authority, accountable to the orchestra that they lead. As the musicians are not granted ultimate decision making authority, there is no conflict between their participation in this process and their membership in the orchestra.

Similarly, the Cincinnati Symphony Orchestra's collective bargaining agreement includes an Advisory Committee "consisting of 10 members of the Orchestra to study and recommend policies which will continue the artistic and professional well-being of the Orchestra. This committee shall consist of the five (5) members of the Players Committee and the remaining five (5) members shall be elected by the Orchestra. This Advisory Committee together with the President of the Union shall meet with the Company, including representatives of Management, the Board of Trustees, and the conducting staff, no fewer than three (3) times during each contract year. This Committee shall be a liaison between the Musicians and the Company on all

⁶ This language merely creates a committee for discussion and advisory purposes. It is unlikely that the concerns raised in Section II about EPC's that confer independent decision making authority upon participants would apply to it.

non-contractual matters, and will serve in an advisory and consulting role on musical matters including programming, rotation, recording and conductor evaluations.” See Appendix A, p.9.

This language is preferred because it places orchestra musicians in a collaborative role with orchestra management, rather than placing them in a managerial role where they are primary decision makers. So long as musicians’ ideas and opinions are fully considered in good faith by management, creation of a contractually mandated advisory committee that meets regularly with management can only benefit the operation of the orchestra and the bargaining unit. In a true sense it bridges the gap between musicians serving as management functionaries and passive performers with no role in orchestra operations.

Many of the contracts I have examined (which are included in Appendix A) had comparable provisions to these. However, whether these terms have an actual beneficial impact and conversely whether the problematic terms discussed previously have had a detrimental impact are a subject for actual empirical analysis. The next section addresses this issue based upon discussions I have had with orchestra musicians who have participated in orchestra operations both at the committee and board levels.

IV. Application of Contractual Terms

Not surprisingly, the actual application of the “problematic” contractual provisions I have highlighted in this article varies considerably from the potential reach of their written terms. In order to get a true sense of how these articles are applied in practice, I interviewed key orchestra members who are involved in the negotiation and application of their orchestra’s collective bargaining agreements. Much is owed to the musicians who administer the terms of these agreements. Based upon our discussions it was evident that they have ensured that despite the potential pitfalls of these contractual terms, they have been applied in the most beneficial and productive way to bargaining unit members.

David Handler has served as both a committee member and chairperson of the Alabama Symphony Orchestra Committee. He presently serves on the orchestra committee as well as the ASO Board of Directors and Finance Committee. He is cognizant of the fact that the orchestra world is riddled with blurred lines of managerial authority among musicians and orchestra management. Despite this, he noted that orchestra members who serve on the Alabama Symphony board manage to stay clear of any pitfalls. Part of the reason for this is the interpretation given to the term “such service to the extent their service does not conflict in interest with their membership in the AFM and the Local” in Section 15.7. Application of that provision has led to a clear separation of function and responsibility between musician and non-musician board members. Any task that would compromise board member musician’s role in the bargaining unit is eliminated from their responsibilities.

For instance, musician board members are always sequestered whenever the board is developing labor relations policy and labor negotiation strategy. Furthermore, when financial

information is provided there is no prohibition on musicians' sharing that information with the orchestra committee.

Mr. Handler noted that musician involvement in orchestral programming has led to a substantive change in repertoire choice and hopefully in the near future enhanced ticket sales. In recent years, musicians have expressed dissatisfaction with programming choices. This has led to an expanded role for musicians who serve on the ASO's Advisory Committee. As a result this newly comprised committee has had significant influence on programming and this current season's programming choices have been made in line with musician input. While this change has not been a direct result of musician involvement on the board, relationships that were forged from board membership were an important factor leading to this result.

Mr. Handler expressed that musicians within the orchestra have viewed musician participation on the board of the Alabama Symphony to be a very positive experience. As a final thought he stated that having orchestra musicians on the symphony board is very important when an orchestra operates within a smaller market such as ASO does because in such an environment it is difficult to find board members with experience in orchestra management and oversight.

Laura Ross of the Nashville Symphony has served as the orchestra's ROPA delegate, as orchestra committee chair, has served on the negotiating committee since 1990, and is the current union steward. She explained that the genesis of Article 26 ("Musician Participation in Governance") in the Nashville Symphony's collective bargaining agreement occurred in 1988 when the symphony board shut down the orchestra and filed for bankruptcy a few months later. Two of the three board votes against shutting down the orchestra came from the two orchestra members serving on the general board. This decision was made during a two-week period of time with little input by the orchestra musicians.

Once the orchestra was laid off, negotiations with the orchestra committee (which became the *de facto* negotiating committee) proceeded in a sporadic manner with little results. True bi-lateral negotiation did not occur until the board finally filed for Chapter 11 bankruptcy, at which time it was forced to negotiate in earnest. During those negotiations, which ultimately returned the musicians back to work eight months after they had been locked out, the orchestra musicians demanded the right to have a more meaningful voice in the orchestra's operations. To accomplish this, a contractual provision was inserted into the orchestra's collective bargaining agreement requiring that orchestra's board of directors would have 10% of its membership comprised of orchestra musicians.

Ms. Ross did remark that coordination had to be maintained between the orchestra committee and the orchestra members who serve on the board, least they act in a contrary fashion. To accomplish this, she stated that orientation sessions have been held and materials have been distributed to all new members of the orchestra. These materials include a review of the bargaining history of the orchestra and information about the AFM, the various committees

in the orchestra, ICSOM, and other essential information to better acclimate them to the orchestra's culture. Over time the orchestra has begun scheduling full orchestra meetings so board members can report directly to their colleagues.

Ms. Ross noted that the union and negotiating team have never had any problems when they make information requests from management and two members of the orchestra serve on the finance committee. These musicians have freely shared the information from finance committee meetings with the orchestra committee and negotiating committee. However, musician-board members do not attend board meetings devoted to developing negotiation strategy or bargaining proposals.

Ms. Ross concluded that there have been one or two issues that have cropped up over the years, especially in regard to the representational roles of the orchestra's musicians and the board since the effectuation of Article 26 thirty years ago. However, the effect of musician participation has helped build stronger relationships between orchestra members and donors. While the effect of musician participation has been positive, she noted that vigilance must always be maintained along with continual open lines of communication between the orchestra and negotiating committees and board-musicians—especially during negotiating years—to ensure that committee goals were paramount and not coopted by contrary board policy.

Susan Pardue has served on the Jacksonville Symphony orchestra committee since 2000 and has participated in crucial bargaining with orchestra management that resulted in a significant change in the direction of the orchestra and management's relationship with its musicians. Ms. Pardue was part of the negotiating team that retained Henry Fogel to assist the orchestra with strategic planning, which ultimately led to a significant improvement in the orchestra's finances. She remarked that recently, as a result of the implementation of the strategic plan, the JSO's CEO has sought more participation from orchestra members in orchestra operations. Though musician involvement, it is believed that the JSO will continue to grow and thrive.

During its most recent bargaining cycle, JSO revised Article 24 of its collective bargaining agreement to achieve this goal and enhance musician's relationship with the orchestra's Board of Directors. This section now prominently states that the two musician board members "shall be the primary liaisons between the Board of Directors and Musicians." Further, the new language also cures some of the deficiencies that I had previously noted. The article now specifically states that musician board representatives will abstain from voting on items that are deemed a conflict of interest and may be dismissed from the Board meetings by the chairperson or her/his designee when the Board goes into Executive session.⁷

⁷ This should be contrasted with the prior more obtuse language that stated that the musician board members "may be dismissed from certain discussions regarding labor relations that would otherwise create a conflict of interest."

Kate Caliendo is one of the two musician board members currently serving on the JSO Board of Directors. She was recently elected to serve in this role. As a new member she has been provided with training as to her responsibilities as a member of a non-profit board.

Ms. Caliendo highlighted the fact that the most significant decisions made by the Board are entertained in Executive Session and that musician Board members have been sequestered from these meetings. However, she noted with the upcoming season the executive committee (the members of which attend Executive Session meetings) has now been opened up to the full board, including the musician board members. This may result in potential conflicts of interest, but it is too early to tell how this new process will play out. Finance committee members are given access to JSO's budget, tax audit and listing of donors and donations, which can then be shared with the orchestra committee.

Ms. Caliendo also remarked that musician board members are taken seriously by the remainder of the board and that musician service on the Board has been a very positive force in the continued growth of the orchestra.

With respect to the Cincinnati Symphony's collective bargaining agreement, Paul Frankenfeld, President of the Cincinnati Musician's Association revealed that the Advisory Committee Article had been a part of that agreement since 1962. He ventured to guess that this was one of the first orchestras in the nation to have incorporated such provision into its labor agreement. The concept of forming a joint labor management committee had been the brainchild of Eugene V. Frey, a visionary who had been President of the CMA from 1958-2010. It was the result of President Frey's belief that an Advisory Committee would assist and support the committee's role in the orchestra by navigating issues not contained in the Master Contract, such as artistic evaluations of repertoire, guest conductors, and concert projects.

Mr. Frankenfeld, however, pointed out that the Advisory Committee's efficacy depended largely upon collaboration and agreement of the Music Director. If the Music Director at the time did not believe that the Advisory Committee had utility, it would remain a vestigial entity with a reduced role in orchestra operations. However, if the Music Director recognized the usefulness of the Advisory Committee, she or he could provide it with a significant role, including assisting with the selection and evaluation of conducting staff and repertoire. The degree to which the Advisory Committee was influential was a cyclical phenomenon, depending on the varying personalities of past Music Directors. However, the fact that the collective bargaining agreement provided for an Advisory Committee that requires a minimum of three meetings per year has nurtured collaboration between labor and management for decades.

Finally, Mr. Frankenfeld noted that the Cincinnati Symphony labor agreement was one of the first to provide for musician participation as voting members of the Orchestra's Board of Directors. This was the result of a negotiation in 1992 when the contract was re-opened to deal with a cash-flow crisis, and musician Board representation was sought by renowned negotiator I.

Phillip Sipser as a means to include players in the governance of the institution. Mr. Frankenfeld observed that musician participation on the Board has had a beneficial impact in that it fostered Board member involvement with orchestra musicians and created a “joint stakeholder” environment.

V. Orchestra Musician’s Observations

Several prominent orchestral musicians have shared their thoughts on this topic in response to a query I had placed on Orchestra-L, a well-known on-line forum for symphony orchestra musicians. On the whole, the impressions conveyed were positive, but several concerns were raised as well. Below are a portion of some of the responses I had received.

Andrew Balio, Principal Trumpet of the Baltimore Symphony Orchestra indicated that he had been a member of the BSO Board since 2001 and through his involvement as a Board member has had some success “changing minds regarding what is possible through relationship building.” As a result of his experience with the BSO he formed a non-profit-Future Symphony Institute, which is meant to grow to a full-fledged research body for the benefit of classical and orchestra viability.

Bradley Mansell, a Cellist with the Nashville Symphony (who also serves as an ICSOM delegate) wrote that “there have been many positive accomplishments having musicians and board members working together. I served on the finance committee for a couple of years in the 90s and I learned so much information that I wouldn’t have been able to obtain had I not been on the board. Furthermore, our musicians give reports at board meetings and hearing from us directly can make a huge impact on our relationship with our board and management. As a result of this mutual cooperation we now have a somewhat new board committee known as “Governing Members”. This committee includes donors and volunteers who focus on interacting with musicians. They provide refreshments at rehearsals, and provide help to musicians who are new to the orchestra and the city, one even gave driving lessons to a musician who came here without a drivers’ license! They also host a musician appreciation dinner every year where they honor new players, milestone anniversaries, and retirees. We have a somewhat unique situation here when it comes to our relationship with our board and management. As long as we don’t allow the boundaries to get blurred it remains successful.”

AFM Symphonic Services Negotiator Nathan Kahn wrote that in 2008 the Columbus Symphony Collective Bargaining Agreement was modified to establish a buffer between the local union, symphony and orchestra musicians serving on the board. Apparently, at that time the “musician board reps were out of control.” The provision states that “[t]he Symphony and Musicians shall recognize that these individuals represent themselves only and that they are not to be viewed as representatives of the Orchestra, the Local or

the CSOC.” The import of this language is that the musicians who serve on the board have no legal authority to bind the local.

Robert Levine of the Milwaukee Symphony stated that the degree to which musicians are actually involved in orchestra management functions in that orchestra may be somewhat overstated but that the MSO has musicians on most of the board committees and that this has proven useful, especially in knowing what is going on off-stage. The relationships formed through committee membership have proven to be beneficial when “times have gotten rough.” It bears mentioning that the musicians serving on MSO committees only have advisory roles.

VI. Conclusion

From the following analysis, it is not difficult to conclude that orchestral musician involvement in management related functions provides a benefit (in some cases a significant benefit) to the bargaining relationship that outweighs any potential problems that such involvement may engender. From the anecdotes supplied by bargaining unit members, the potential for harm that these contractual provisions could create is held in check by training and communication. Often, these terms have been the product of a financial crisis within the orchestra. It is clear that these terms endure because they provide utility. Nonetheless, any negotiator who is looking to implement or enhance existing provisions should follow the joint cooperative model set forth in Section III B. Following that model will create much less of a potential risk that disunity and bargaining unit exclusion may occur.

Alabama Symphony Orchestra

15.01 Committees

The Association recognizes that the interests of the Orchestra will be served by the following committees: **The Alabama Symphony Orchestra Committee**, the Electronic Media Committee, the Liaison Committee, the Players' Committee on Appeals (also referred to herein as "Appeals Committee"), and the Artistic Advisory Committee.

15.03 Liaison Committee

The Liaison Committee shall serve for the purpose of communication between the Association's Board of Directors and the Orchestra Musicians. Members shall include five (5) persons from each group, excluding the Music Director or Resident Conductor and the President. Meetings shall take place at the request of either party.

15.04 Electronic Media Committee

The Electronic Media Committee will review all sound and video recordings, and shall include the following members Music Director or Resident Conductor or Conductor, Recording Production Coordinator, and four (4) members representing the Orchestra. The Music Director shall have three (3) votes; all other members shall each have one (1) vote. A majority vote of this Committee shall be required to release any sound or video recording. In the event of a tie vote, the Music Director, Resident Conductor, or Conductor will have fourth (4th), tie-breaking vote. The committee will meet for the purpose of reviewing recordings as soon as possible, but no later than thirty (30) days, after each Masterworks Concert.

15.06 Artistic Advisory Committee

There shall be an Artistic Advisory Committee of eleven (11) members, consisting of seven (7) members of the Orchestra, the Music Director or Resident Conductor, the President, and two members of the Association's Board of Directors. The meetings will be chaired by the President. The seven (7) members of the Orchestra shall serve two (2) year, overlapping terms. Four (4) positions will be appointed by the ASOC, and will include one (1) representative from the string section, one (1) representative from the woodwind section, one (1) representative from the Brass/Percussion/Harp section, and one (1) member of the ASOC. The three (3) remaining positions shall be at-large positions elected by the orchestra. The four (4) appointed positions will begin two (2) year terms in the 2017-2018 season. In the 2017-2018 season the three (3) elected at-large positions will be elected to a one (1) year term. Beginning in the 2018-2019 season the three (3) at-large positions will be elected to two year terms. It is agreed that the composition of the Committee may be varied from time to time, upon mutual agreement between the parties, depending upon the agenda's topics. The Artistic Advisory Committee shall be charged with discussion of management procedure and artistic development. The duties will include, but not be limited to: review of guest artists, guest conductors, and their programs; repertoire; instrumentation and personnel for all proposed repertoire as to artistic suitability; and education and ASYO repertoire and programming. The role of the committee will be advisory, but Management and the Music Director shall work with the committee in a serious and conscientious effort to enable proper consideration of the merits and implications of member's artistic suggestions on day-to-day as well as long-term matters.

Changes in artists, repertoire, or conductors within a previously discussed and/or announced series or performance will require prompt notification to the Artistic Advisory Committee. Any

consideration of a musical work not written for symphony orchestra, or requiring fewer than twenty (20) musicians, or requiring the performance of individual string parts, or written for a non-standard number of string sections, or no conductor must be brought to the attention of the Artistic Advisory Committee during the planning stage, before it is programmed.

Effective with the 2017-2018 season, Management and the Musicians agree to adhere in good faith to the letter and spirit of the Section 15.06, concerning the functioning of the Artistic Advisory Committee.

15.07 Board Committees

Success of the enterprise depends upon shared responsibilities and open communication among governance volunteers, professional musicians and professional staff. Recognizing this full-time Musicians are expected to serve on the Association's Board of Directors as well as its Standing and Ad Hoc Committees, with all privileges, rights and responsibilities associated with such service to the extent their service does not conflict, in interest, with their membership in the AF of M and the Local.

Orchestra members serving on the Association's Board of Directors and Committees of the Board are expected to do so as individuals responsible for the best interests of the organization and its mission to provide quality music to the people of Birmingham and the State of Alabama. Continued governance service is contingent upon, as it is for all members of the Board, compliance with the Association's Article of Association of Incorporation, By-laws, policies and procedures including, but not necessarily limited to, maintenance of confidentiality. With appropriate notice to the Board or Committee chair, confidential information may be conveyed to the ASOC under the following conditions:

- A. The serving musician deems it appropriate,
- B. The serving musician notifies the Board or Committee chair of his/her intent to convey the information to the ASOC, and
- C. The Board or Committee chair approves the conveyance of the information to the ASOC. Confidential information conveyed to the ASOC will be held in confidence by the ASOC.

Consistent with the above expectations, four (4) members from a slate of six (6) provided by the ASOC, shall be nominated for election to the Association's Board of Directors.

These four (4) shall be full, voting members. Additionally, the Chairman of the Board, in consultation with the ASOC, shall appoint two (2) members of the Orchestra to each appropriate Standing and Ad Hoc Committee of the Board.

Atlanta Symphony

II.15 9-SERVICE WEEKS

H. Schedule Committee: The ASOPA may elect a committee of up to four (4) musicians who will advise and consult with the Employer on all scheduling matters.

1. The Appeals Committee shall consist of five (5) Orchestra musicians who shall be selected and appointed by the ASOPA Committee from the Orchestra at large and who may also be members of the ASOPA Committee. The name of the Chair of the Appeals Committee shall remain posted on the bulletin board. The Appeals Committee shall meet to review appeals at least once each month in which any appeal has been filed. The Appeals Committee shall have the final authority to veto or to uphold, by a simple majority vote, the musician's salary being docked; however, the Appeals Committee is not empowered to overrule the decision of the Employer as to whether an absence is excused or unexcused.

X.e.2 - REVOLVING STRINGS

2. Revolving Strings: A system of revolving strings may be used by mutual agreement between the ASOPA and the Employer. Such agreement shall be made on an annual basis, and must be renewed no later than February 1 each year for the following contract year. **A Revolving String Committee (RSC)** will work with the string sections, the ASOPA Committee, the General Manager, the Music Director, and the Personnel Manager, ex officio, on all issues related to revolving strings, including the frequency and method of revolving, taking into consideration the differing needs and desires of each section. The RSC shall consist of five (5) string players, (one representative from, and elected by, each string section) and shall be formed no later than May 31 of each year for a one-year term to coincide with the following contract year.

XIII.1- REGULAR MEETINGS

a. **Joint Cooperative Council:** The parties agree that regular meetings of the JCC have been useful as a tool of communication among the ASO Board, Management, Orchestra and Music Director to further understanding of the critical planning issues facing the Atlanta Symphony Orchestra in the short and long term.

c. **Artistic Assessment:** Representatives of the Board of Directors and Management will meet on an annual basis with ASOPA to review issues of artistic direction and leadership. This process will involve the Musicians of the Orchestra annually completing ASOPA Conductor Evaluation surveys for the Music Director and all guest conductors. The Personnel Manager and the ICSOM Delegate will work together to assure the participation of all contracted Musicians.

It is recognized that the Musicians are a valuable resource of counsel when evaluating artistic leadership. Consistent with past practice, the Employer will involve Musicians in any process of artistic leadership review and/or hiring.

Baltimore Symphony Orchestra

12.2.C Assistant Librarian

1. The Association at its option may choose to engage an **Assistant Librarian who shall be a Musician in the Orchestra** and whose compensation shall be no less than the minimum weekly scale plus thirty (30%) percent.

5.6.C Pension Plan Review Committee

1. The Pension Plan Review Committee shall consist of six (6) members, three (3) representing the Association and three (3) representing the Players' Committee. This Committee shall not be involved in the day-to-day management of the Plan, but shall instead be responsible for selecting a trustee as well as any other professionals needed to maintain the Plan. The Pension Plan Review Committee will review the work of such professionals on a quarterly basis.

13.1 Orchestra Committee

A. The Association recognizes the fact that the members of the Orchestra are represented by a Committee which is composed of five (5) members of the Orchestra, known as the Baltimore Symphony Orchestra Players' Committee (Players' Committee). It shall be the duty of the Players' Committee to determine feeling and temperament of the Orchestra members collectively, and to voice the opinion of the Orchestra members to the Association and Board of Directors of the Union, as well as to carry out any directions which the Board of Directors of the Union may pass on to it. The Chairman of the Players' Committee shall be permitted to make announcements on behalf of the Players' Committee to the members of the Orchestra at any time agreeable to the Personnel Manager.

B. The Players' Committee shall, from time to time, create various committees to carry out various responsibilities in accordance with the requirements of this Agreement. Examples of such committees are the Artistic Advisory Committee and the Tour Committee. The Association agrees to meet with such committees as necessary in order to fulfill the requirements of this Agreement.

20.11 Music Director Search Committee

Members of the orchestra elected by the orchestra are invited to attend and participate in the search committee formed by the Symphony or the Chairman of the Board when a Music Director vacancy occurs. Musicians shall comprise at least one-third of the search committee. All persons serving on the Search Committee shall be responsible for attending all meetings and maintaining the strict confidentiality of all search committee proceedings. Musicians serving on the search committee shall be responsible for conveying the sentiments of the orchestra as a group to the search committee, including the results of anonymous surveys. All parties commit to endeavoring to arrive at a decision through consensus of Board, Musicians and Staff. If two-thirds or more of the Musicians on the Search Committee are opposed to the Search Committee's recommendation, the Musicians will be offered the opportunity to present their viewpoint at a meeting of the full Board before a final selection has been made. No negotiations with any candidate shall take place prior to said meeting or without informing all members of the Search Committee. The Board of Directors is responsible for the final selection.

20.12 President / Executive Director Search Committee

Members of the orchestra, as selected by the Players' Committee, are invited to attend and participate in the search committee formed by the Symphony or the Chairman of the Board when a President / Executive Director vacancy occurs. The Board of Directors is responsible for the final selection decision following a recommendation from the search committee.

20.13 Artistic Advisory Committee

A. An Artistic Advisory Committee elected by the members of the Orchestra shall be established to act in a liaison capacity between the musicians and the Management on artistic matters.

B. The Committee shall serve in an advisory and consulting role on musical matters including the present and future conducting staff. The role of the Committee will be advisory and Management will work with the Committee in a serious and conscientious effort to enable both parties to judge proper use and application of members' artistic suggestions on day-to-day and long-term matters.

C. Through periodic meetings with the Artistic Advisory Committee, the Association will endeavor to work collaboratively with musicians on matters of programming, artists and repertoire, incorporating musician input, evaluations and feedback. The viewpoint of the musicians will be taken seriously into consideration in the artistic decision-making. Musicians' evaluations and opinions will be a key guide to the engagement of guest conductors.

D. It is the intention of the musicians and staff of the Baltimore Symphony Orchestra to develop policies, procedures, methods of collaboration and communication relative to artistic matters, such that it would put the Association in a position to qualify for grants such as the Mellon Foundation. Any proposals for such grants shall first be fully vetted and approved by the musicians of the BSO.

E. Meetings involving the Artistic Advisory Committee and the Vice-President of Artistic Planning shall take place monthly or more often during peak intervals and information shall be shared as it becomes available so that the musicians may have a meaningful role in decision-making regarding guest conductors and repertoire.

20.14 Education Planning Committee

A. An Education Planning Committee shall be established to resolve issues and details related to performing education services in conjunction with coinciding programs and service requirements. This Committee has been formed with the intention of giving the Musicians real authority in the process.

B. Musicians shall be involved in the earliest stages of planning to develop the most efficient use of the orchestra's resources in fulfilling the requirements of all programming demands, while protecting the health and well-being of Musicians.

C. The Committee shall endeavor to make working and other conditions as positive as possible within the bounds of reasonable artistic, economic and practical considerations.

D. Structure of Committee: The Committee shall be composed of an equal number of representatives from the orchestra Musicians and the Association. Musician representatives shall be chosen in a manner determined by the Players' Committee.

Boston Symphony

PARAGRAPH 41. PLAYERS' COMMITTEE

A. The Players shall choose a Players' Committee consisting of not more than five (5) Players.

B. The Players' Committee shall have authority on behalf of the Players, with the approval of the Union (or in consultation with the Union) to represent the Players as to the interpretation of this

Agreement and their decisions shall bind the Players on all matters of the interpretation of this Agreement which may arise. They shall also represent the Players for purposes of negotiating renewals of this Agreement.

Side Letter #1

A. Advisories

1. A **Conductor Search Committee** is established to advise the Corporation's Board in the search for a new Music Director, Pops Conductor, or Principal Guest Conductor. The Conductor Search Committee will consist of the Concertmaster and four (4) other Players, four (4) Trustees and two representatives of Management, including the Managing Director.
2. A five member **Artistic Advisory Committee** shall be elected for overlapping terms of two years by the Players to meet with Corporation representatives and act in an advisory and consultative role, providing meaningful input into artistic matters of concern to both Players and Corporation.

Side Letter #2 - Committees

Chamber Music (non-BSCP). A Committee consisting of Players and representatives of the Corporation will be formed to review the chamber music programs presented by the Corporation in order to improve audience development and community outreach.

Side Letter #3

1. Task Force. The Health Care Task Force created in a previous Master Agreement shall continue in force for the term of this Agreement. The task force shall have four (4) members from the Corporation and four (4) members from the Players (one member of the Players' Committee and three (3) members elected by the Players). The primary purpose of this Task Force shall be to continue as a communications vehicle for the Corporation and the Players to work collaboratively on health-care related matters.

Buffalo Symphony Orchestra

ARTICLE XXIV. COMMITTEES

- A. Appointment of Musicians to Committees. The parties will establish a number of musician committees to meet regularly with each management departments, e.g. marketing, development, etc. to share information and to pursue mutually agreed upon strategies for presentation of the orchestra and increased earned and contributed income. The Society and the Orchestra membership shall have the right to change their respective representatives at anytime on either a permanent or temporary basis.
- B. **Artistic Committee.** There shall be established an Artistic Committee according to the bylaws of the Buffalo Philharmonic Orchestra Society, Inc. The Committee shall be composed of at least three (3) members of the Orchestra; the chair shall be elected by the orchestra members and the remaining musicians shall be selected by the musicians' Orchestra Committee.

ARTICLE XXV. SOCIETY GOVERNANCE

- A. **The Trustees of the Society** shall consist of no less than eighteen (18) but not more than twenty four (24) voting Members elected by the general membership of the Society ("Elected Trustees"). IN addition to the Elected Trustees, not less than two (2) Trustees, but not more than six (6), shall be full-time tenured musicians of the Buffalo Philharmonic Orchestra ("Musician Trustees").
- C. The **Governance Committee** shall receive from the Musician Nominating Panel no less than two (2) but not more than six (6) musicians elected to the Board of Trustees by the Orchestra.

Charlotte Symphony Orchestra

ARTICLE XXVIII

ORCHESTRA COMMITTEE

There shall be an Orchestra Committee consisting of five Musicians which shall act as a liaison between the Musicians and CSO and Local No. 342 and which shall represent the interests of the Musicians and Local No. 342 to CSO.

Letter of Agreement #2

Up to two (2) Musician members on the CSO Board, but only one may vote. Any Musician may serve on any Board committee, with the exception of the Executive Committee.

Letter of Agreement #7

Strategic Plan Oversight Task Force shall include three (3) Musicians elected by the Musicians.

Chicago Lyric Opera

Section 2.5. Orchestral Representatives and Committees.

The Orchestra may elect the following representatives from the Orchestra by vote taken among the regular Orchestra Members, under the supervision of and subject to the approval of the Board of Directors of the Union:

(a) A Union Representative.

(b) **An Orchestra Members Committee**, the chairman of which shall be the Joint Committee representative referred to in paragraph (c) below.

(c) A representative to the Joint Committee. In addition to this representative the Joint Committee shall be made up of another Member appointed by the Union and two (2) Members appointed by the Opera who may meet periodically to review and discuss matters of mutual concern arising from day-to-day problems in order to eliminate and prevent possible future grievances. Meetings of the Joint Committee may be requested by any of the parties involved and shall be held at a mutually convenient time.

(d) **An Orchestra Advisory Committee for Auditions**. The Orchestra Advisory Committee for Auditions shall include a total of seven (7) Members selected in the following manner:

(e) **An Orchestra Review Committee** consisting of not less than nine (9) Members.

Chicago Symphony Orchestra

ARTICLE VI EMPLOYMENT OF PERSONNEL

Section 6.1 Minimum Personnel. The Association shall employ a minimum of 111 Members, including three librarians. The instrumentation shall not be reduced in any section of the Orchestra below the 1964-65 complement by action of the management in dismissing any Member.

ARTICLE VII COMMITTEES

Section 7.1 Joint Committee. A Joint Committee composed of two Union representatives elected by the Members Committee and two Association representatives will meet periodically to review and discuss matters of mutual concern. The Joint Committee shall meet at the request of either the Association or the Union, but no less frequently than once a month.

Section 7.2 CSO Members Committee. An annually elected CSO Members Committee ("Members Committee") shall perform such functions as are assigned to the Committee by the terms of this Agreement.

Section 7.3 Members Review Committee. The Members shall elect each Contract Year from among their number a Members Review Committee of nine members to perform such functions as are assigned to the Committee under Articles XXIII and XXIV of this Agreement. In the event of a vacancy on the Members Review Committee, or if any member thereof is unable to act, or if the procedures which require action by the Members Review Committee involve a member of the Members Review Committee, then the Members shall elect a replacement or substitute member to the Members Review Committee.

Section 7.4 Audition Committees.

(a) The Association shall notify the Members Committee when it is known that a vacancy occurs, or has been given notice that a vacancy shall occur, and an Audition Committee composed of nine nonprobationary Members will be designated to serve for that vacancy until the position is filled. Seven of the Members will be elected by all Members of the Orchestra. Two additional Members shall serve: the principal of the section in which the vacancy exists and one Member appointed by the Members Committee. If the principal does not serve for any reason, an alternate Committee member will be designated by that Audition Committee. The elected members of the Audition Committee shall appoint Members to fill vacancies, and to serve as temporary substitutes, on that Audition Committee.

(b) The audition process must be fair, and must appear to be fair to all concerned. Accordingly, whenever circumstances exist that raise legitimate doubts as to the impartiality of a Member of an Audition Committee, that Member should voluntarily recuse himself or herself from the Committee.

(c) If a Member of an Audition Committee raises a concern at least 72 hours prior to an audition that another Member may be perceived not to be impartial because of a personal, professional, or other relationship, that Audition Committee shall present that concern to the Members Committee. The Members Committee shall investigate the matter and may (but shall not be required to) hold a formal hearing and receive evidence. Following the completion of its investigation, the Members Committee shall hold a secret ballot vote on whether the Member shall be excused from the Audition Committee for that audition. The Member shall be removed from the Audition Committee for that audition upon a majority vote of the Members Committee, for as long as the conflict exists. That Audition Committee shall designate a substitute to replace a disqualified Member. Subject to the provisions of paragraph (d), a challenged Audition Committee Member shall not participate in the applicable preliminary, semi-final, pre final, or final auditions pending action by the Members Committee, provided, however, that if the challenged Audition Committee Member requests in writing that the Members Committee do so, he or she shall be entitled to participate as an Audition Committee Member until the Members Committee acts on the challenge. A vote to disqualify an Audition Committee Member from participating in an audition shall be deemed to be a determination that the appearance of partiality exists, and shall not be considered to be a determination of actual partiality.

(d) If the principal of the section in which the vacancy occurs is excluded from an Audition Committee under this section, he or she may nevertheless attend the final audition. The Music Director shall have the right to consult with the principal, but the principal will not discuss the audition or confer with any other Members of the Audition Committee prior to the vote.

Section 7.5 Tour Committee. Three Members shall be designated as a Tour Committee each Contract Year by the CSO Members Committee to perform such functions as are assigned to the Tour Committee in Articles XVIII, XIX, and XX of this Agreement.

Section 7.6 Scheduling Committee. Two Members and two Association representatives shall be designated as the Scheduling Committee and shall meet periodically to carry out the responsibilities of the Scheduling Committee under this Agreement.

Section 7.7 Orchestra Diversity Committee. An Orchestra Diversity Committee, composed of appointees of the Orchestra, Union, Association Trustees, and Association management, shall continue to study the development and financing of a music training program for minorities, with the objective of increasing the available pool of qualified minority applicants for membership in symphony and operatic orchestras, and shall issue a progress report by December 31 of each year. Committee action shall be by unanimous vote of all four constituencies, each of which shall have only one vote. The Committee

Cincinnati Symphony Orchestra

VI. Advisory Committee

A. An Advisory Committee consisting of 10 members of the Orchestra shall be established to study and recommend policies which will continue the artistic and professional well-being of the Orchestra. This committee shall consist of the five (5) members of the Players Committee and the remaining five (5) members shall be elected by the Orchestra. This Advisory Committee, together with the President of the Union, shall meet with the Company, including representatives of Management, the Board of Trustees, and the conducting staff, no fewer than

three (3) times during each contract year. This Committee shall be a liaison between the Musicians and the Company on all non-contractual matters, and will serve in an advisory and consulting role on musical matters including programming, rotation, recording and conductor evaluations.

B. The responsibilities of this Committee shall include the selection of a member of the Orchestra to serve on a search committee should one be formed for the purpose of engaging a new Music Director.

In addition, responsibilities of the Advisory Committee shall include consultation with such a search committee for the purpose of reviewing candidates submitted by the search committee and recommending candidates to the search committee.

VII. Communications Committee

In light of the financial circumstances surrounding the settlement of the 2009- 2010 CBA, the parties have agreed to an increased level of communication regarding the financial situation of the Orchestra as it affects the Musicians. To that end the parties have agreed that the Players Committee, President of the Union and Musician members of the Board of Trustees will meet on a monthly basis with Company management. The general purpose of these meetings will be to discuss matters such as the monthly operating financial statement projections, new projects, marketing, development and other items of mutual concern.

VIII. Music Director Search Committee

A search committee formed for the purpose of engaging a Music Director shall consist of members appointed by the Board of Trustees, one Musician to be selected by the Advisory Committee, and the Concertmaster. All members of a Music Director search committee shall participate equally in the selection process.

Cleveland Symphony Orchestra

6 **Pension:** The Pension Plan changes are summarized in Appendix A.

- 4.6.a The Association shall continue the irrevocable trust into which are placed all current and future funds accrued for or payable into the Past Service Fund, which trust shall be used for the payment of past service benefits for services prior to November 1, 1956, and additional amounts under the Minimum Pension provisions, where applicable, to employees retiring or already retired under the Pension Plan, provided that the Trust Agreements may be amended by the parties to accommodate the other amendments to the Plan, if necessary, but such amendments shall not adversely affect the benefits of retired employees.
- 4.6.b It is understood and agreed that the Association, the Union and the Pension Committee shall be provided with copies of all studies, reports and documents concerning the status, funding and operating of the Pension Plan.
- 4.6.c The Association agrees to continue the supplementary tax-sheltered variable annuity program, as it is presently being administered by the Trustee, or as the Orchestra members may determine to alter its administration.
- 4.6.d The Pension Committee shall be empowered to review the functioning of the Pension Plan and make recommendations as to its further improvement, operation and administration but the Association shall have no obligation to further improve benefits during the term of this Agreement.

11.2 **Travel Committee:** No later than eighteen (18) months prior to the commencement of a planned tour, or as soon as possible in the event a tour is planned within eighteen (18) months of its commencement, the Association shall notify the Travel Committee of the tentative arrangements including concert locations, dates, repertoire, and other confidential information available. For the purposes of open and collaborative discussions, the Association will provide monthly tour planning updates to the Travel Committee. Beginning one (1) year prior to the tour, the Association shall confer with the Travel Committee regarding transportation and accommodations and will give full consideration to their views. The members of the Travel Committee agree to respond promptly. As information becomes available, the Association will confer with the Travel Committee about hall and instrument access. If alterations in the travel arrangements published by the Association become necessary, except under emergency conditions, such alterations will be advised to the Travel Committee and its comments given full consideration. The Travel Committee which has been consulted regarding a given tour shall be the official Travel Committee during that tour.

12.6.c The Sound Archives shall be administered by The Archives Committee, consisting of representatives of the Association and the Orchestra.

The responsibilities of The Archives Committee shall include access, preservation and security. It is understood and agreed that the Archives Committee may make, from time to time, rules and regulations necessary for the administration of The Sound Archives. However, the implementation of any such rule or regulation requires the agreement of the Orchestra Committee and the Association. It is recognized that The Cleveland Orchestra Archivist as well as a member of the conducting staff may have a role in the administration of The Sound Archives, such role to be determined at a later date.

Meetings will take place as necessary to discuss issues and concerns arising from the application of the provisions of Article 12 relating to the Sound Archives, as well as possible revisions and/or updating of same.

ARTICLE 16

COMMITTEES

- 16.1 The Orchestra Committee: The Association will recognize an Orchestra Committee elected from among the employed Musicians of The Cleveland Orchestra, one of whom will be designated the chairman, provided that the Union advises the Executive

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Director of the orchestra in writing as to the names of the members, for the following purposes:

- 16.1.a The Association acknowledges that the Orchestra Committee may participate fully with the Union in negotiations for the next Trade Agreement, but such Trade Agreement when agreed upon will be between the Association and the Union, and neither participation nor non-participation in the negotiating meetings of the Committee shall in any way affect the Union's responsibility as the sole and exclusive Bargaining Agent and its legal status as a party to the Trade Agreement.
- 16.1.b The Executive Director and/or his associates agrees to confer with the Orchestra Committee and/or its chairman, if requested, about the working conditions of the Orchestra and about the working relationship between the Management and the Musicians. Such discussions shall be held at times mutually convenient to the participants.

16.2 The Players' Review Committee shall be selected by the members of the Orchestra, and shall be composed of four (4) principal players and five (5) other members of the Orchestra, each of whose term of service has not been less than five (5) years. A Musician who has received notice of non-renewal of contract shall be ineligible to serve on such Committee. In the event of a vacancy on the Players' Review Committee, or if any member is unable to act, or is disqualified because of his involvement in the matter to be acted upon, the Orchestra members shall select a replacement or substitute.

16.3 Selection of Music Director: Before appointing a new Music Director, the Association agrees it will include three (3) Musicians from the Orchestra as members of the standing committee established to recommend to the Board of Trustees of the Association a conductor (or conductors) for engagement as Music Director, such Musician members to be selected as determined by the Orchestra.

- 16.4 Travel Committee: See Article 11.2.
- 16.5 Pension Committee: See Article 4.6.
- 16.6 Sound Archives Committee: See Article 12.6-c.

Colorado Symphony Orchestra

ARTICLE XIII – COMMITTEES

Explanatory Note: To understand this Article one must understand the difference between the Colorado Symphony Association Bylaws and the CSO Musician Bylaws. The CSA Bylaws are adopted by the Board of Trustees and govern the operations of the Board, Officers, and Members of the CSA, a non-profit organization. The musicians of the Orchestra have their own bylaws which govern their internal operations. Some committees are established under the CSA Bylaws while other committees are established in this Agreement, with additional rules and procedures set forth in the CSO Musician Bylaws.

13.1 CSA Committees

- A. *Artistic Committee:*** The Artistic Committee is a CSA committee, established under the bylaws of the CSA (CSA Bylaws Article III, Section 10). The Artistic Committee functions as described in the CSA bylaws and deals with artistic issues (e.g. programming, soloists and guest conductors). The Artistic Committee has no authority to make personnel decisions regarding individual musicians covered by this Agreement. Nothing in this section shall be construed to prohibit discussion or conversation between musicians, staff, conductors, Board members and/or others.
- B. *Other CSA Committees:*** Musician members of other committees established under the Bylaws of the CSA (e.g. Finance Committee, Executive Committee) shall be appointed in accordance with the provisions of those CSA Bylaws.

13.2 CSO Musician Committees

A. *Orchestra Committee*

- 1) An Orchestra Committee consisting of five (5) tenured Contract Musicians shall be elected by the members of the Orchestra.
- 2) The following shall not serve on the Orchestra Committee:
 - a) non-tenured musicians.
 - b) Trustees of the CSA.
 - c) members of the Artistic Committee.
 - d) musicians who serve in titled or salaried positions with the CSA administration.
- 3) The Orchestra Committee shall serve as an agent for the Local in the administration of this Agreement.
- 4) The Orchestra Committee shall serve as a liaison between the musicians of the Orchestra and the Local.
- 5) All elections and referendums within the Orchestra shall be conducted by the Orchestra Committee.
- 6) Whenever the CSA wants to request a one-time waiver (see Section 21.7) or make a proposal on a matter not governed by this Agreement, the CSA shall first present such matters to the Orchestra Committee. The Orchestra Committee shall then either:
- 7) The Orchestra Committee shall follow the rules and procedures as set forth in the CSO Musician By-laws, and periodically review and update those by-laws.
 - a) present the matter to the Orchestra for a vote, with their endorsement,
 - b) present the matter to the Orchestra for a vote, without their endorsement, or
 - c) deny the request.
- 8) It is the responsibility of the Orchestra Committee to distribute copies of the CSO Musician By-laws to the members of the Orchestra and the CSA.

B. *Audition Committees* – see Section 15.4

C. Review Committee

- 1) A Review Committee consisting of fifteen (15) tenured Contract Musicians and three (3) alternates shall be elected by the members of the Orchestra.
 - a) The committee members shall serve in groups of five (5) plus one (1) alternate for staggered three-year (3-year) terms.
 - b) At the beginning of each Winter Season, an election shall be held to replace those members and/or alternates whose terms expire at the end of that Season or who have become ineligible.
 - c) The term of newly elected members shall start with the beginning of the following Winter Season.
- 2) The following shall not serve on the Review Committee:
 - a) non-tenured musicians,
 - b) Trustees of the CSA,
 - c) members of the Artistic Committee.
 - d) musicians who serve in titled or salaried positions with the CSA administration. e) any musician who has received a probationary notice from the CSA, or
 - f) any musician with a member of his immediate family (parent, child, sister, brother, domestic partner, spouse, or spouse's parent) under review by this committee.
- 3) The Review Committee shall function as described in Section 17.6H.
- 4) When activated under Section 17.6H, the Review Committee shall elect a Chairperson. The Chairperson shall perform the following tasks:
 - a) Chair all Review Committee meetings and review this Agreement to ensure Review Committee compliance.
 - b) Create and distribute the written report(s) of the results of all Review Committee votes as specified in Section 17.6H8.
- 5) A quorum for this committee shall be twelve (12).

D. Employee Benefits Committee

- 1) The members of the Orchestra shall elect four (4) Contract Musicians to the Employee Benefits Committee.
 - a) The committee members shall serve in groups of two (2), for staggered 2-year terms.
 - b) Musicians who are not participants in the CSA health insurance plans shall not serve on the Employee Benefits Committee.
 - 2) The Employee Benefits Committee shall consist of:
 - a) Four (4) Contract Musicians
 - b) Two (2) health-plan participant, non-musician CSA employees, and
 - c) Three (3) non-musician CSA Trustees.
 - 3) The Employee Benefits Committee shall function as described in Section 5.9.
- E. Additional CSO Musician Committees:** Additional committees may be established and elected by the musicians or appointed by the Orchestra Committee, including, but not limited to: 1) A Negotiating Committee to negotiate the details of any extension, renewal, or modification of this collective bargaining agreement.
- 2) A Tour Committee to consult with CSA representatives prior to and during Run-outs, Tours, and Residencies.
- F. Oversight Panel:** see Section 6.10.D.

Columbus Symphony Orchestra

1.06 Musicians shall not serve as voting members of the Symphony Board of Trustees.

CSOC members shall be sent an agenda for each Board meeting in advance and may send at their discretion, up to two (2) CSOC members to any Board meeting where they shall receive any written materials, except those intended for the Executive Committee or Executive Session, and participate in discussion if they wish, but shall not vote. They shall also be excluded from any discussion which relates directly or indirectly to collective bargaining issues.

1.07 Musicians selected by the Orchestra, using its own procedure, shall serve on Board committees (Advocacy, Annual Fund, Education, Finance, Marketing, and Strategic Planning) as mutually agreed between the Orchestra and the Symphony with the following conditions:

A. Such Musicians shall be excluded from all committee activities and votes related to collective bargaining issues with the Local and the Musicians, and

B. The Symphony and Musicians shall recognize that these individuals represent themselves only and that they are not to be viewed as representatives of the Orchestra, the Local or the CSOC.

1.08 At the request of the Symphony and by mutual agreement between the Orchestra and the Symphony, **Musicians may serve on Symphony search committees for Music Director, other Symphony Conductors, and Executive Director.** All Musicians who serve as members of such committees shall be selected by the Orchestra, using its own procedure. Appointments of Musicians to any such committee by the Symphony shall not be permitted.

1.09 **An Artistic Advisory Committee** shall be established for the purpose of discussing repertoire, guest artists and guest conductors, and other matters of artistic concern. There shall be no discussion concerning dismissals, reseatings or the granting of non-probationary status to Musicians. There shall also be no discussion concerning the personality or artistic level of any Musician. The Committee shall consist of the following people: The Music Director, a Symphony representative, one CSOC representative and four (4) Musicians selected by their own procedure. Meetings shall be initiated by either the Music Director or the CSOC representative. Times, locations, and guests, if any, shall be mutually agreed upon.

ORCHESTRA COMMITTEE

18.01 The Columbus Symphony Orchestra Committee (CSOC) shall function as a liaison between the Musicians and the Symphony and between the Musicians and the Local. Questions and/or suggestions from the Musicians pertaining to general orchestra matters, contract interpretations or situations not covered in the Master Agreement may be referred to the CSOC for its consideration. All proposals referred to the Musicians by the Symphony pertaining to the aforementioned areas will be considered first by the CSOC, which may then make recommendations to the Musicians.

18.02 The CSOC shall function in accordance with the Columbus Symphony Orchestra Membership Bylaws, a current copy of which shall be on file with the Symphony. Symphony Bylaws shall be supplied to the CSOC.

18.03 No member of the CSOC shall have their position of employment jeopardized because of their membership in, or activities on behalf of, the CSOC, nor shall there be any form of recrimination or harassment brought against any member because of said membership and/or activities.

18.04 If the CSOC is asked by any Conductor or by the Symphony to render an immediate decision during any service in regard to Master Agreement violations or possible violations, the CSOC shall have the right to caucus for ten (10) minutes.

18.05 At the request of the CSOC, a meeting with at least three (3) members of the CSO Board of Trustees Executive Committee, without management personnel, must be granted within thirty (30) days of said request.

Dallas Symphony Orchestra

19. COMMITTEES

19.1. Non-Jeopardy. No Musician on any committee constituted by the provisions of this Agreement shall have his or her position in the Orchestra placed in jeopardy because of the Musician's activities on that committee, nor shall membership on any committee in any way ensure or protect the Musician's position in the Orchestra.

19.2. Players' Committee.

19.2.A. The Musicians shall elect a Players' Committee to represent the Musicians in their relations with the Employer.

19.2.B. Requests to the Employer by the Players' Committee, or by the Employer to the Players' Committee, shall be made in writing.

19.2.C. The Employer and the Players' Committee will endeavor to keep each other advised, by written communication or otherwise, of important developments affecting the Orchestra.

19.2.D. All polls of the Orchestra shall be conducted by the Players' Committee.

19.3. Liaison Committee.

19.3.A. The Liaison Committee shall consist of three (3) elected members of the Orchestra, representatives of Management, the Music Director, and the members of the Board of Governors of the Employer.

19.3.B. The purpose of the Liaison Committee is to study, discuss and analyze any problems, and to offer guidance and recommendations of mutual benefit to the Employer and the Musicians.

19.3.C. The Liaison Committee shall meet at least three (3) times per year, at the call of its chairman.

19.5. Outdoor Committee.

The Outdoor Committee shall consist of three (3) Musicians and two (2) Employer representatives. The purpose of this Committee shall be to establish binding guidelines for all outdoor activities scheduled for each particular Season.

19.6. Additional Musician Participation.

19.6.A. Two (2) Musicians elected by the Orchestra shall serve on the Employer's Board of Governors.

19.6.B. Three (3) Musicians elected by the Orchestra shall be invited to serve on the selection committee for a Music Director, in the event of a search for a new Director. The Association may appoint one additional Musician to serve on the selection committee. The Association agrees to solicit opinions from the Musicians through the Liaison Committee regarding any search for a New Pops Conductor.

19.6.C. Musicians shall be consulted through the Liaison Committee with respect to identification of candidates for any other conductor positions (Resident Conductor or Associate Conductor).

19.6.D. Two (2) Musicians elected by the Orchestra shall be invited to serve on the Board of Governors' Artistic Committee.

19.6.E. Prior to hiring a new librarian or orchestra personnel manager, the Employer will obtain the views and input of the Orchestra, which shall elect two Musicians to serve as a liaison with the Employer for this purpose. All decisions as to the hiring of new librarians or orchestra personnel managers shall be made solely by the Employer, and shall not be subject to any provision of this Agreement, including Article 23.

19.7. Tour Negotiating Committee.

The Negotiating Committee will represent the Musicians in deliberations with management about touring conditions not addressed elsewhere in this Agreement. Members of the Negotiating Committee representing the Musicians will be elected by the Musicians.

Detroit Symphony Orchestra

Section 4.19—The Orchestra members shall elect a **Travel Committee** consisting of three musicians who will work with the Corporation in a constructive and consultative fashion to insure that the terms and conditions stipulated herein are met, and that any form of travel (be it tour or run-out) is undertaken with an optimum of efficiency and comfort. **Section 4.20**—No travel shall be allowed by chartered carriers when public

Section 9.10—Committees

A. An Artistic Advisory Committee consisting of six (6) members of the Orchestra, elected by the members of the Orchestra, shall be established to act in a liaison capacity between the musicians and the Management on artistic matters. The Committee will serve in an advisory and consulting role on musical matters including the present and future conducting staff; the role of the Committee will be advisory and Management will work with the Committee in a serious and conscientious effort to enable both parties to judge proper use and application of members' artistic suggestions on day-to-day and long-term matters. This Committee shall be a liaison between the musicians and Management on non-contractual matters and will express to Management the opinions of the Orchestra. The Orchestra members, either individually or collectively, may use this Committee as a vehicle to communicate opinions to Management, and the Committee shall report to the Orchestra from time to time whenever such reporting is of mutual benefit to all. The Artistic Advisory Committee shall meet with the Music Director at least two times each contract year to advise the Music Director as to the Orchestra's preferences regarding the engaging of guest conductors and associate/assistant conductors. It is understood that the role of the Artistic Advisory Committee shall be to fully represent the collective opinion of the orchestra in discussions and decisions regarding conductors. Accordingly, the Artistic Advisory Committee shall be responsible for gathering opinion through surveys, and other reliable procedures. It is agreed that a guest conductor shall not be re-engaged unless the documented collective opinion of the orchestra indicates a score of between "1" (outstanding) and "5" (average) on the ICSOM Conductor Evaluation Forms, unless the Artistic Advisory Committee agrees to an exception. Further, the Artistic Advisory Committee shall meet with the orchestra at least twice per season for the purpose of reporting on committee activities and gathering orchestral opinion, one such meeting to be held before and one after the Christmas Holiday Season. It is understood that references herein to ICSOM conductor surveys apply equally to any internal conductor survey conducted by the Artistic Advisory Committee. Notwithstanding the provisions above, twice each contract year, a guest conductor may be engaged at the Company's discretion irrespective of ICSOM scores and/or the direction of the Artistic Advisory Committee. Upon request, the Artistic Advisory Committee and/or the ICSOM Representative shall advise the Company of the percentage of Orchestra members who participated in the ICSOM survey for a guest conductor. Further, the Corporation shall consult

with the Artistic Advisory Committee during the planning stage for each season regarding the string complement for Pops services.

B. A Conductor Search Committee will be established as an instrument in the search for a new music director. This Committee is being formed to insure the continuance of an ongoing, meaningful involvement of the orchestra membership in an honest and prudent discussion in helping to formulate a selection process of those people who not only are precise candidates for music director, but those people who should visit our podium for guest appearances. The Conductor Search Committee shall consist of three (3) orchestra members and three (3) members of the Board of Directors/Management. Should the Corporation be searching to fill the position of music director, the Committee shall work diligently at developing a list of qualified candidates to submit to the Corporation. All candidates submitted will be reviewed by the Conductor Search Committee for qualifications and availability. In developing the list of qualified candidates for the position of music director, each member of the Conductor Search Committee shall have the right to cast one (1) ballot and only those persons receiving a simple majority of the ballots cast will be placed on the list. Any two (2) members of the Conductor Search Committee may call for a vote for the consideration of any candidate. In the event of a tie vote, the Chairman of the Board of Directors shall refer the matter to the full Board. Such a meeting shall be held expeditiously. The quorum for such meeting shall be as defined in the by-laws of the Corporation. There shall be no proxies. One member of the orchestra and one representative of the Board/Management will appear before the Board to present their reasons for their vote after which the members of the Board present at the meeting will vote by secret ballot, to uphold one side or the other. A simple majority vote of the Board shall be final and binding on the parties. The orchestra representative will be present at the meeting from the call to order to the vote. No more than three (3) names will be submitted for consideration at a meeting, with a separate vote being taken for each conductor under consideration. The Corporation may choose as a music director only a conductor whose name has appeared on this continuing list.

C. A substitute committee, consisting of three (3) representatives each from the Corporation and the Union, is established. The committee will review all aspects of the substitute situation, including but not limited to, the substitute pool.

Section 9.22—Two (2) musicians chosen by musicians of the Orchestra shall be members of each of the following committees: Executive, Finance, Education and Outreach, Nominating, Marketing and Public Relations. Such musicians shall be invited to attend all meetings and shall also be members of any subcommittees or ad hoc collocations of the above including ad hoc committees appointed for the search and appointment of senior managers. Musicians chosen by musicians of the Orchestra shall be included on all search committees for Senior Management positions, except for Music Director, which shall be governed by applicable provision of this Agreement, and Executive Director, who shall be selected by a Board Search Committee, including two (2) musicians selected by the Orchestra. The Board Search Committee for Executive Director shall choose from a list of approved candidates submitted by the Long Range Planning Committee, or another committee jointly selected by the Board and the Orchestra Musicians' will designate someone else who shall

submit such a list. Only a unanimous vote of this committee allows a candidate not on this list to be selected.

It is agreed that musician members may not participate in any deliberations involving labor negotiations or musician personnel matters.

Two (2) musicians chosen by the musicians of the Orchestra may attend monthly meetings of the product and senior staff committees. Although musicians may be selected by the musicians of the Orchestra, the Executive Director may remove a musician from the committee in the event (s)he concludes that the participation of such musician is not constructive. In the event of such an occurrence, the musicians of the Orchestra would choose a replacement. Alternatively, the Orchestra may reinstate the musician with two thirds (2/3) majority vote of the orchestra. Furthermore, the Executive Director will continue to be available to discuss with the Orchestra matters pertaining to the staff.

Florida Orchestra

ARTICLE XVII - SPECIAL COMMITTEES

A. Musicians' Artistic Advisory Subcommittee

1. The Orchestra Committee shall designate one of its members to chair the Artistic Advisory Subcommittee, which shall otherwise consist of four (4) elected members of the Orchestra.
2. This Subcommittee shall serve in an advisory and consulting role to The Florida Orchestra Board, Management, and Artistic Staff. It will review, discuss, and make recommendations regarding artistic development, programming, guest artists, conducting staff and any other related matters of mutual artistic concern to the Orchestra Board, Management, and the Musicians. It shall meet with the artistic staff, the President/CEO, and the Chairman of the Orchestra Board Artistic Advisory Committee no fewer than two (2) times during each contract year.
3. This Subcommittee will monitor and review all electronic media broadcasts and recordings, and will prepare reports and recommendations of all such broadcasts and recordings. This Subcommittee shall have the right of initial approval, in consultation with the Music Director, who shall retain final approval, of the use of any recording for artistic/technical reasons. (See Article XII.E.3.)

B. Schedule and Travel Subcommittee.

This Subcommittee will monitor all travel arrangements and will work closely with the Director of Operations and the Personnel Manager to ensure that all such arrangements are satisfactory. The Subcommittee shall be chaired by a member of the Orchestra Committee designated by it, and shall otherwise consist of two (2) additional members of the Orchestra and the Union Steward. The Subcommittee shall receive all schedule and travel information within six (6) weeks of the dates in question. (See Article XI.C.10.)

C. Board of Directors Committees

1. **Up to two (2) musician representatives selected by the Orchestra Committee may attend Board and Board sub-committee meetings as non-voting participants.** The Orchestra Committee will be informed of the time and place of all Board and Board subcommittee meetings, together with an agenda, if any, at the same time Board and committee members are notified. Musicians may attend any or all of these meetings, provide input, and

receive any information and/or materials, with the exception of executive sessions or meetings (or portions thereof) devoted to the Collective Bargaining Agreement.

2. Search Committees shall be formed to fill all titled conducting positions (exclusive of emeritus, laureate, and guest conductors) and President/CEO vacancies, and shall be comprised of no less than 50% musician representation. For conducting positions, representatives shall be elected by the orchestra musicians; for the President/CEO position, representatives shall be appointed by the Orchestra Committee. In the event of a tie vote on a search committee, the Chairman of the Board or his/her designee shall cast the deciding vote.

Fort Worth Symphony Orchestra

4. REPRESENTATIVES TO THE BOARD. The Players Assembly shall elect two (2) members of the Assembly to serve a one (1) year term on the Board of Directors of the Fort Worth Symphony Orchestra Association for the following season. Both representatives shall have access to all Board documents and materials, and proper notice of Board meetings. **Only one representative shall have full voting rights.** Both representatives may be excused with pay from any concurrent Orchestra services in order to attend Board meetings. Additionally, the Players Assembly shall elect two (2) members of the Assembly to serve a one (1) year term on the Strategic Planning Committee of the Association's Board of Directors.

5. COMMITTEES.

5.1 Non-Jeopardy. No musician on any committee constituted by provisions of this Master 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.

5.2 Artistic Advisory Committee. The Artistic Advisory Committee shall be considered a communication vehicle between the Music Director (and/or the Conductor) and the orchestra for the purpose of discussing artistic matters.

5.2A The Artistic Advisory Committee shall consist of the Music Director, the President, and seven (7) members elected from the orchestra.

5.2B The Artistic Advisory Committee shall meet on a regular basis, but not less than three (3) times per season, to discuss and consider any and all matters of artistic implication, considered in the broadest sense, except matters concerning individual members of the Orchestra that in any way might be injurious to her/his position within the Orchestra, within the profession, or among her/his colleagues.

5.2C The Artistic Advisory Committee shall have the right to review any Archival tape [Article 9.2], and to offer a recommendation to the Music Director for its use.

5.2D Individual members of the orchestra may also request a meeting with the Association and/or the Music Director to discuss artistic matters.

5.2E On at least one (1) occasion each season, an Officer of the Association Board of Directors shall be invited to attend a meeting of the Artistic Advisory Committee.

5.2F The Artistic Advisory Committee shall gather and keep the opinions of the Orchestra membership regarding artistic matters of mutual interest, including conductors, programming and radio broadcasts, and shall make such information available to the Association.

5.2G The Artistic Advisory Committee shall not discuss the quality of the performance or wages of any individual musician.

5.5 Joint Committee. The Players Committee [see Article 2], two members of the orchestra to be invited by the Players Committee, seven persons to be invited from the Association's Board of Directors, the President and the Vice President of Artistic Operations shall meet quarterly to focus on improving the relationship between the musicians and the Board, align institutional marketing and fundraising efforts and provide input on FWSO's long-term artistic planning, community engagement, and educational activities.

5.6 Broadcast Tape Committee. The Broadcast Tape Committee shall consist of three members elected from the orchestra and the Music Director or conductor. The Committee will review in a timely manner all FWSO concert tapes proposed for broadcast and offer a recommendation on their use. If the majority of the Committee votes to withhold the performance from broadcast, it will be withheld from broadcast.

Grand Rapids Symphony

ARTICLE IV. MUSICIANS IN A NON-MUSICIAN ROLE

Any employee of the Employer working in a non-musician role (e.g., Orchestra Personnel Manager, Librarian, Director of Operations), who will be a member of the Local if he/she is also a member of the Orchestra, will be appointed by the Employer, and will serve in that capacity at the Employer's sole discretion. In the event this employee is also a Contract Musician and is dismissed by the Employer, he/she will have access to the grievance procedures as provided herein, for the sole purpose of preserving membership in the Orchestra in the event he/she establishes that the dismissal as a Musician was not for reasonable cause.

ARTICLE V. COMMITTEES

Contract Musicians will choose their own representatives except when following audition procedures specified in this Agreement.

A. Orchestra Committee

An Orchestra Committee will serve as the liaison between the Employer, the Musicians and the Local concerning contractual matters, and will perform such other duties as are assigned to it by the provisions of this Agreement. The Chairperson of the Orchestra Committee will notify the President as soon as possible of any Orchestra Committee membership changes.

B. Board of Directors

There shall be two (2) positions for two musicians of the Orchestra on the Grand Rapids Symphony Society Board of Directors to serve as representatives of the musicians as voting members. The Musicians will have a minimum of two representatives on all standing Board committees with the exception of Executive and Governance.

C. Artistic Advisory Committee

An Artistic Advisory Committee of up to six elected musicians elected by the Musicians' Association will meet with appropriate Employer representatives and act in an advisory and consultative role, providing meaningful input into artistic matters of concern to both Musicians and the Employer. Members of this Committee are to be free to discuss and consider any and

all matters of artistic implication, considered in the broadest sense, except matters concerning individual members of the Orchestra. The role of this Committee will be advisory, and its advice will not necessarily be accepted, but the Employer will work with this Committee seriously in a conscientious effort to enable both parties to judge proper use and function of members' artistic suggestions on day-to-day as well as long term matters. It is recognized by the parties that for the Committee to provide meaningful input to the Employer it is necessary that matters for discussion be raised at the earliest possible time, and at a time when such input can be of real value to the development of plans. It is further recognized that the Committee is expected to discuss these matters freely without restraint and without referral to the Musicians for instruction. It is understood that at certain times, the Committee discussions may need to remain confidential. The Music Director and Associate Conductor will meet several times each year with the Artistic Advisory Committee for these discussions.

D. Conductor Searches

Musicians will constitute more than thirty-three (33) percent of the voting membership of any Search Committee for a Music Director, Assistant or Associate Conductor, Pops Conductor or Chorus Director, or other staff orchestra conductor. A/B/C/D Contract Musicians of the orchestra will choose these representatives. The representatives of the Search Committee will attend all meetings pertaining to and regarding artistic matters and decisions in the selection of a new Music Director, Assistant or Associate Conductor, Pops Conductor or Chorus Director. It is agreed that a two-thirds (2/3's) majority of the Search Committee's membership will be needed for the appointment of a Music Director, Assistant or Associate Conductor, Pops Conductor or Chorus Director. The hiring of Music Director, Assistant or Associate Conductor, Pops Conductor, or Chorus Director will be by mutual agreement of A/B/C/D Contract Musicians and the Employer.

E. Conductor Contract Renewal

The Employer will, prior to renewing the contract of the Music Director, Associate Conductor or Pops Conductor take into account formal input from the Musicians. This input from the musicians will be in the form of collated data from a standardized conductor evaluation form. The Musicians evaluation will include general musicianship, artistic leadership and programming. In the instance of the Music Director, this information will be presented to the Executive Committee of the Board of Directors by the Musician representatives on the Board of Directors, the ICSOM delegate and one representative from the Artistic Advisory committee. The information presented to the Executive committee by the Musicians will be considered confidential and will remain exclusively with the Executive Committee. In the instance of the Associate Conductor or Pops Conductor, this information will be presented to the President at least biennially.

F. President Search

Musicians will constitute more than twenty (20) percent of the voting membership of any Search Committee for a President. It is agreed that a two-thirds (2/3's) majority of the Search Committee's membership will be needed for the appointment of a President. These representatives will include the two (2) musicians serving on the Board of Directors. The Orchestra Committee will appoint additional Musician member(s).

G. Tour Committee

This committee will serve in an advisory role throughout the planning process for all tours. The Tour Committee will consist of three (3) Musicians, one of whom is an Orchestra Committee member, and at least one staff member. The Orchestra Committee will appoint two additional representatives.

H. Review Committee

This Committee addresses artistic dismissal appeals under rules specified in Article XVI.G.

I. Retirement Plan Committee

A committee consisting of two Musicians and two representatives of the Employer will oversee the management of the 401K plan(s).

J. Health Insurance Committee

A committee, consisting of equal numbers of Board, Staff and Musicians will convene when called by the employer to search for a new health insurance and/or dental plan to replace the current plan(s). The details governing the action of this committee may be found in Article VI. M.1. The committee may also be used to research long term disability insurance plans as described in Article VI. N.

K. Audition Committee

The Committee whose constitution and responsibilities are specified in Article XV.

Grant Park Orchestra

Section 8.3 Orchestra Members Committee. The Orchestra Members Committee shall be elected from among the tenured Musicians of the Orchestra. The Union will notify the Employer of the results in writing within 30 days after the end of every season.

Section 8.4 Artistic Advisory Committee.

(A) The Artistic Advisory Committee ("AAC") members shall consist of five (5) tenured Musicians of the Orchestra. The Union will notify the Employer of such members in writing each season. The Employer will schedule meetings with the AAC upon request. Prior to any scheduled meeting, the AAC will provide the Employer with an agenda detailing the items to be discussed during the scheduled meeting. The Employer agrees that, during AAC meetings, its representatives will not discuss the musical ability of any individual Musician.

(B) The Employer recognizes that the AAC is not a bargaining representative of the Musicians and has no authority to make any change to this Agreement.

Hawaii Symphony

22.1 The Musicians' Artistic Advisory Committee shall serve in an advisory capacity to the Music Director and Employer in artistic matters. The Committee will perform its functions as required by this Agreement.

22.2 The Orchestra shall choose two representatives, who are tenured HSO Musicians, to assist the Music Director and Employer in formulating programs and choosing guest artists and guest conductors.

In the event the position of Music Director, President (Executive Director), Pops Conductor, or Assistant or Associate Conductor becomes vacant, three tenured Musicians will be selected by the Musicians to serve as representatives and voting members of the selection committee of the

Employer. The representatives to the selection committee will be invited to attend all meetings pertaining to and regarding the selection process.

Houston Symphony

VI.1 Orchestra Committee

- a. In conformity with the Orchestra Committee By-Laws, the musicians of the Houston Symphony shall elect by secret ballot an Orchestra Committee of five (5) members. To be eligible for nomination and election to the Orchestra Committee, a musician shall have performed with the Houston Symphony two (2) full Winter sessions, must be a member in good standing of the Union, not concurrently to be an officer of the Union. After election, the Committee may vote by secret ballot to select one (1) of their members as chairman.
- b. Liaison function: The Orchestra Committee shall function as a liaison between the Orchestra and the Union and between the Orchestra and the Society.
- c. Orchestra Committee powers
 - 1. The Orchestra Committee shall actively consider questions pertaining to schedule changes, tardiness or general deportment of the musicians, Tours, travel conditions, contract interpretations, grievances, dismissal or situations covered in this Agreement.
 - 2. No musician's present position in the Orchestra shall be jeopardized because of his/her activities as a member of the Orchestra Committee.
 - 3. A representative of the Orchestra Committee shall be invited to attend discussions between Society and the Houston Grand Opera (HGO) with respect to renewing the agreement between the Society and HGO, provided however that the orchestra representative shall be excused during the discussion of certain confidential items, e.g. sensitive financial or personnel issues.

VI.2 Artistic Advisory Committee

- a. There shall be an Artistic Advisory Committee of five (5) members, elected annually by the members of the Orchestra by separate ballot after the election of the Orchestra Committee.
- b. The Artistic Advisory Committee shall meet with representatives of the Society and Conductor and/or the Music Director on a regular basis, provided however that meetings including the Music Director shall take place at least twice in a Season. Meetings shall be to discuss and consider any and all matters of artistic implication, considered in the broadest sense, except matters concerning individual members of the Orchestra that in any way might be injurious to their position within the Orchestra, within the profession or amongst their colleagues.
- c. The Artistic Advisory Committee will discuss in an advisory and consultive role such areas as present and future staff conductors, past and future guest conductors, guest artists, repertoire, programming, educational programming and artistic scheduling. One additional focus will be to consider programming and casting for summer concerts.
- d. It is recognized that the Artistic Advisory Committee is expected to discuss these matters freely without restraint and without referral to the Orchestra members for instruction. Nevertheless, the Committee may make periodic topical reports to the Orchestra concerning matters under discussion.
- e. The Artistic Advisory Committee shall be consulted regarding contract renewal of all conducting staff.

VI.5 Pension Committee

A three (3) member Committee including one (1) member of the Orchestra Committee shall meet periodically with trustees of the Pension Plan.

VI.6 Education Committee

A four (4) member Committee shall meet periodically with the Society's Education Coordinator and the Conductor(s) of the education concerts.

VI.7 Travel Committee

A three (3) member Committee including one (1) member of the Orchestra Committee shall meet periodically with Society representatives to discuss detailed Tour and travel conditions.

VI.8 Players Committee

The Players Committee shall be composed of nine (9) musicians chosen by a majority of the Orchestra.

VI.9 String Demotion Committee

The String Demotion Committee shall be elected by the respective sections (Article VIII.7.g).

VI.10 Community Outreach Committee

A six (6) member Committee including three (3) appropriate staff members and three (3) musicians who are participating in the Community Connections Program shall monitor, advise, and handle appeals and make decisions and recommendations regarding the Community Connections activities throughout the Season.

Indianapolis Symphony

ARTICLE XXII

REPRESENTATION

- A. The Musicians of the Orchestra shall be represented by a Committee consisting of five (5) tenured members of the Orchestra who are members of Local No. 3 to be elected by secret ballot by all members of the Orchestra

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annually. The Orchestra Committee shall select one of its members as Chairman. Said Chairman shall be consulted about all directives and orders of the Orchestra Personnel Manager. The Chairman of the Orchestra Committee shall have the right to appoint one (1) of the Musicians on the Committee to act as Chairman while the Orchestra is outside of Marion County, Indiana.

- B. Each of the five (5) members of the Orchestra Committee shall be furnished a copy of this Agreement, and it shall be the duty of said Committee to advise all members of the Orchestra as to their rights and duties hereunder.
- C. If the Orchestra Committee is asked by the Conductor or the Society to render a decision during any service in regard to contract violations or possible violations, the Orchestra Committee shall have the right to caucus for five (5) minutes before rendering any decision.
- D. An Artistic Advisory Committee consisting of five (5) tenured members of the Orchestra shall represent the Musicians. One (1) member shall be a duly elected member of the Orchestra Committee and shall act as chairperson. The other four (4) members shall be selected by all members of the bargaining unit.

The purpose of the Artistic Advisory Committee is to periodically consult with representatives of the Society, including the Music Director, and provide input and feedback concerning artistic matters, including, but not limited to, season planning, programming, and selection of guest soloists and conductors.

The Artistic Advisory Committee shall not represent the bargaining unit with respect to any other issues within the scope of Article XXII and is proscribed from discussing contractual matters, including discipline or review of individual members of the bargaining unit.

Jacksonville Symphony

ARTICLE 25. REPRESENTATION ON BOARD OF DIRECTORS

A. Representation on Board of Directors. There shall be two (2) positions for two members of the Orchestra on the Association's Board of Directors. They shall be subject to the same attendance requirements (not counting meetings held during Orchestra services), voting rights, access to information, fiduciary duties and protections as all Board members, under the Association Bylaws, but due to the compensation levels of this Agreement shall not be subject to the contribution/fundraising requirement. At the direction of the Chair or his/her designee, they may be dismissed from certain discussions regarding labor relations that would otherwise create a conflict of interest, and shall bear no responsibility for decisions based on such discussions or actions. They shall also serve as liaison between the Board of Directors and the orchestra.

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APPENDIX A - DUTIES OF THE PERSONNEL MANAGER APPENDIX B - DUTIES OF THE LIBRARIAN

B. Terms of Musicians' Representatives. The Musicians' representatives shall be elected by the members of the Orchestra. Their term of office shall be one (1) year, with no limitations as to consecutiveness. The Chair of the Board will assign the orchestra representatives to committees in the same manner as all Board members receive their committee assignments. The Orchestra members on the Board will not be required to contribute to the Annual Fund, the Endowment Fund, or to purchase season tickets. All musicians serving on JSA Board Committees will be elected by the orchestra or appointed by the orchestra committee.

C. Search Committee for Music Director. The Musicians will have elected, voting representation on any search committee to fill the position of Music Director. Half of the members of any Music Director Search Committee, but no fewer than three (3), shall be Musicians elected by the Orchestra. Musicians will participate in the search process for any staff conducting position. The form of the search process and all final decisions shall be made by the Association.

D. Artistic Policy. The Association agrees, through the Strategic Planning process, to articulate goals as part of an ongoing artistic policy statement. Musicians will be represented in that process pursuant to this Article.

APPENDIX E - ORCHESTRA COMMITTEE

A. It is agreed by the parties hereto that there shall be an Orchestra Committee elected by the orchestra members, which shall be recognized by the Association as the initial body, to function as representatives of the orchestra members to the Union and Management. Orchestra Committee formation and internal procedures shall be governed by Jacksonville Symphony Players Association By-laws.

B. The Orchestra Committee shall meet with the Chief paid JSA Executive or his/her designee at least once a month, and the Secretary shall keep minutes of each meeting.

C. The Orchestra Committee shall have the right to discuss with Management, the Music Director, and/or their representatives, all matters concerning the Orchestra, whether or not covered by this Agreement. No member of the Orchestra Committee shall have his/her position in the Orchestra jeopardized because of these activities as a member of the Committee, nor shall there be any form of recrimination or harassment brought against any member of the Committee.

D. The duties of the Orchestra Committee not described within this Article are described throughout this Agreement.

APPENDIX F - ARTISTIC LIAISON COMMITTEE

A. The purpose of this Committee is to meet and discuss artistic issues with the Music Director. This Committee shall, in addition, meet with the Music Director annually to review JSO conducting staff (including consultation regarding vacancies and guest conductors) in order to collaborate about future engagements..

B. If the Committee deems it advisable, the Executive Committee of the Board of Trustees will make itself available to meet with the Artistic Liaison Committee on reasonable request on up to one occasion each year. It is understood and agreed that meetings and discussions among the Artistic Liaison Committee, representatives of the Board of Directors and JSA Management will be kept confidential

APPENDIX G. GRIEVANCE PROCEDURE FORM

C. The Committee shall be composed of the following elected orchestra members:

1. 1 string player
2. 1 woodwind player
3. 1 brass/percussion player
4. 2 at-large members

D. The Artistic Liaison Committee shall be elected by October 15 of the current season.

IV. SHARED GOVERNANCE AND COMMITTEES

- A. **Standing Committees**
1. There shall be at least one (1) tenured musician seated on each of the following appointed standing committees of the Board of Trustees: Finance, Planning, Education, and Marketing. The musicians shall be elected by the members of the orchestra. Musicians shall not be prohibited from serving on more than one (1) committee. Musicians elected shall serve for a term of two (2) years.
- B. **Musician Board Members**
1. The chairs of the Musicians' and Artistic Leadership Committees, respectively, will each serve as one of four (4) musician Board Members. The remaining two (2) members shall be elected by the Board Nominating Committee from a group of at least two (2) but not more than four (4), tenured musician nominees who have been elected by a secret ballot of the musicians. These two Board Members will serve three-year terms except that in the 1998-99 season only, one of the Board representatives will serve a two-year (2-year) term to establish a pattern of staggered terms.
 2. The subject of the participation of a musician Board Member serving on the Executive Committee of the Board shall be considered by the Board at the time of the election of the Executive Committee. Musician appointment would reflect exemplary service.
 3. The musician Board Members shall have all the rights and responsibilities of other Board Members except that they may be excused from discussions pertaining to Music Director and Executive Director compensation and labor relations.
- C. **Musicians' Advisory Panel**

2

In the event of a vacancy in the Executive Director position, not less than three (3) musicians, elected by the orchestra, will serve on the Search Committee. During the hiring of a General Manager and/or Personnel Manager, the Musicians' Committee will have the opportunity to serve in an advisory capacity to the Executive Director.

- D. **Executive Director/Management Review**
- The Musicians' Committee and the Musician Board Members shall meet with the Executive Director no later than thirty (30) days prior to the end of each season to discuss non contractual matters, express to management the opinions of the orchestra, and offer a private review of the Executive Director's performance. The purpose of these discussions is to offer a vehicle to encourage communication, share concerns, commend successes, and offer suggestions to enhance the potential success of the organization. Other areas and members of management may be addressed during this discussion. An oral report of the review shall be presented to the President of the Board of Directors by May 30th.
- E. **Musician-Only Committees**
- It shall be the goal of all committees to work together to promote the best interests of the musicians. In order to work as effectively and efficiently as possible, Committee Chairs shall be in regular communication regarding the agendas of their respective committees and to determine which items require working in tandem. Joint meetings of the Musicians' Committee and the Artistic Leadership Committee (with and without management) shall be held periodically throughout each season.
1. **Musicians' Committee**
 - a. **Selection**

The musicians of the Symphony may select a Musicians' Committee consisting of five (5) Tenured Members of the orchestra to be elected by secret ballot by members of the orchestra. Terms of members of the Musicians' Committee shall be two (2) years, and shall be staggered in such a way that no more than three (3) members are standing for election or re-election at any one time. Vacancies which occur prior to the expiration of a member's term of office shall be filled by a special election to be held as soon as possible.
 - b. **Duties**

In order to promote better relations within the organization, it shall be the duty of the Musicians' Committee to determine the feeling and temperament of the orchestra members in regard to general welfare and any other matters affecting the orchestra as a whole, directly or indirectly, and to hold discussions periodically with Symphony Management concerning the language in this Agreement. A representative of the Artistic Leadership Committee may attend such meeting. The Musicians' Committee shall be the official line of communication between the musicians and Symphony Management with regard to the interpretation of the terms of this Agreement. The Musicians' Committee acting together shall be the official media spokespersons to represent publicly the majority views of the musicians when necessary. The Musicians' Committee shall not address issues of any individual musician's musical performance, except as requested by the musician involved.
 - c. **Caucus During Service**

If the Conductor and/or Symphony Management asks that an opinion be rendered during any service in regard to interpretation or possible interpretation of this Agreement, such request shall be directed towards the members of the Musicians' Committee present and said members shall have the right to caucus for five (5) minutes before an opinion is rendered.
 - d. **Artistic Leadership Committee Input**

2. Artistic Leadership Committee

a. Member Election

The musicians shall elect an Artistic Leadership Committee which shall represent the concerns of the orchestra members as a whole so as to promote the highest artistic standards for the Symphony.

b. Committee Composition

Such committee shall be composed of four (4) Tenured Members of the orchestra (two (2) string musicians and two (2) non-string musicians) whose elections for two-year terms shall be administered by the Musicians' Committee so that one (1) string musician and one (1) non-string musician will be elected each year. The members of the Artistic Leadership Committee shall elect one of their members as chairman within two weeks of their election.

c. Meetings

The Artistic Leadership Committee shall meet periodically with the Music Director, the Executive Director, the General Manager and a representative of the Musicians' Committee to discuss, in a constructive and collaborative capacity, all artistic matters of concern to the musicians. Such concerns shall be determined through one or more surveys of the musicians each season. Any of the parties may request meetings to be held at mutually agreeable times provided that such meetings will be held at least twice each season.

d. As Resource to Management

In recognition of the unique creative and artistic assets the musicians provide, management will seek to solicit input from the Artistic Leadership Committee in areas such as the following: season planning with regard to repertoire, guest artists and guest conductors; the creation and development of CCI projects that directly relate programmatically and conceptually to the main series concerts; festival planning; long-range artistic planning. Additionally, the Artistic Leadership Committee may serve as a creative resource to the marketing and public relations departments.

e. Musician Job Performance Issues

The Artistic Leadership Committee shall not address issues of job performance of any individual musician.

f. Musician Guest Conductor Evaluation

The Artistic Leadership Committee will poll the musicians using an evaluation form cast by secret ballot within one week of each guest conductor's appearance and at the end of each season for various conductors for the purpose of soliciting musicians' input on the qualifications of the conductors. The Committee shall be responsible for communicating the survey results to the President of the Board of Trustees and/or the Executive Director, as appropriate.

g. Music Director and Conducting Staff

The Artistic Leadership Committee (ALC) will have the primary role of representing the musicians during the selection, evaluation, promotion, and renewal of the Music Director and conducting staff. The ALC will receive notice of the selection, evaluation, promotion, or renewal of any Music Director or any member of the conducting staff at least forty-five days prior to a final decision. The ALC's input into such decisions is advisory only, and will be provided in writing by the Chair of the ALC to the Executive Director. Said written

4

comments shall remain confidential and shall not be provided to the Music Director or conducting staff member under consideration.

3. Negotiating Committee

a. Member Election

For purposes of collective bargaining, the musicians shall elect a Negotiating Committee to serve as the primary representative of the union.

b. Member Composition

Such committee shall be comprised of five tenured musicians, with up to three musicians to be elected by secret ballot of the full orchestra and the remaining members to be selected from and by those musicians already serving on the Musicians' Committee.

c. Committee Formation

Such committee shall be formed at the beginning of the season in which the negotiating of the re-opener occurs.

F. Music Director Search Committee

During a search for a Music Director, the Symphony agrees to include musicians, elected by the orchestra, on the Music Director Search Committee. Musicians will comprise at least one-third (1/3rd) of the Music Director Search Committee. Musicians serving on the Search Committee will:

1. determine the tenor of the orchestra by conducting anonymous surveys which include probing questions to determine the qualifications of each candidate;
2. be responsible for conveying the results of these surveys to the remaining members of the Music Director Search Committee;
3. attend all meetings of this Committee, including those which offer an opportunity to interview the candidates;
4. be responsible for arranging opportunities for the orchestra to meet candidates outside of the managerial context. The Symphony agrees to facilitate such meetings.

G. Retirement Committee

The Parties agree that the following ten (10) individuals shall constitute the "Retirement Committee": five (5) Musicians elected by the Kansas City Symphony Musicians' Association, three (3) Staff Employees appointed by the Symphony's Executive Director, and two (2) members of the Symphony's Board of Directors appointed by the Chairman of the Board of Directors. The five (5) Musicians shall serve two (2) year terms with no term limit. Any member of the Retirement Committee may be removed by the same group or individual by whom he or she was either elected or appointed. The Retirement Committee shall be the "Administrator" of the Plan (as defined in Section 3(16)(A) of ERISA) and shall be responsible for the performance of all reporting and disclosure obligations under ERISA and all other obligations required or permitted to be performed by a plan administrator under ERISA.

1. Indemnification

proposal being denied.

5. CCI Committee

The CCI Committee shall be composed of two (2) administrative staff members as determined by the Executive Director, one (1) member of the Artistic Leadership Committee, and one (1) member of the Musicians' Committee. The musicians shall receive two (2) CCI service credits per season for their work on this committee. These two (2) credits are included in their allotment as a musician. The Chair of the CCI Committee, appointed by the Executive Director, must be a member of the administrative staff. It will be the responsibility of the Committee Chair to discuss and review with the entire CCI Committee all submitted proposals and grant approval for all projects that meet the CCI policy guidelines. Approval of such projects shall not be unreasonably withheld. The CCI Committee shall meet as required and shall seek to reach decision by consensus and to resolve any disputes arising over the terms of this section of the program. The decisions of the Committee shall be final.

6. Procedure

a. Activity Proposal Submission

All proposed activities shall be submitted to the Chair of the CCI committee at least two (2) weeks in advance of activity per the guidelines for this program as formulated by the CCI Committee.

b. CCI Committee Review

All proposed activities, whether planned by individual musicians or by the Symphony, shall be reviewed by the CCI Committee.

B. Insurance Committee

1. Joint Insurance Committee

There shall be an Insurance Committee consisting of at least three members of the Musicians' Committee and an equal number of management representatives, which shall convene to review coverage options at any time either party so requests, or automatically if Symphony Management solicits bids for new health, life, long-term disability, or dental insurance coverage. The Committee shall be fully informed of any and all bids solicited from potential providers, and the Musician representatives on the Committee may submit the names of additional carriers from which Symphony Management shall solicit bids. After bids are received, the Committee may, by mutual agreement, change carriers and/or plans. If a carrier initiates minor modifications in a plan – for example, by adding or removing physicians, adding, removing, or changing drug formularies or lists of covered drugs, or making minor adjustments in available benefits – those changes will not require the parties to negotiate over the changes.

For purposes of the preceding sentence, changes in deductibles, co-pay amounts, out-of-pocket maximums, loss of major hospital provider, or other significant changes shall not be considered minor.

Los Angeles Philharmonic

Article 5

Committees

5-B Orchestra Committee: The Orchestra Committee shall consist of five Tenured Staff Musicians who shall act with the consent of the Local and be subject to its direction.

5-D Artistic Liaison Committee: The Artistic Liaison Committee shall consist of the following: three members elected by the Orchestra; one member appointed by and from the Orchestra Committee; and one member appointed by and from the Auditions and Renewals Committee. The Artistic Liaison Committee shall act in an advisory and consultative role, providing meaningful input into artistic matters, and shall be free to discuss and consider any and all matters of artistic implication. In addition:

(1) The Artistic Liaison Committee shall gather and keep the opinions of the Orchestra membership regarding artistic matters of mutual interest, including conductors, programming and radio broadcasts, and shall make such information available to the Association at least quarterly.

(2) The Artistic Liaison Committee shall gather and keep the opinions of the Orchestra membership regarding the legibility of all rental or conductor's material. The Association shall instruct the Librarian to notify the Artistic Liaison Committee when rental or conductor's

materials arrive, and to comply with any reasonable request made by the Committee for information regarding procedures and expenses connected with such material. The Association shall work with the Committee to establish reasonable standards of legibility for manuscript material. The Association shall determine and bear all reasonable costs of correspondence with publishers and with management personnel of other orchestras incurred in this effort. Should the Committee discover problems with rental or conductor's material, it shall immediately inform the Association which, in turn, shall do everything possible to effect an improvement.

(3) The Artistic Liaison Committee shall participate with the Music Director and/or the Association in discussions regarding plans for all programs, including repertoire and conductors.

(4) Meetings between the Artistic Liaison Committee and the Association shall be held at times mutually agreeable to the Committee and to the Association, provided that such meetings shall be held at least quarterly.

(5) It is recognized that in communications with the Association, the Artistic Liaison Committee shall express only the opinions of substantial segments of the Orchestra membership. Under no circumstances shall individual complaints and/or grievances be advanced or processed by the Artistic Liaison Committee with the Association or otherwise be proper subjects of discussion between the Artistic Liaison Committee and the Association.

5-E Negotiating Committee: The Negotiating Committee shall consist of five Tenured Staff Musicians selected in accordance with the Orchestra's Bylaws. At least two members shall be serving currently on the Orchestra Committee and at least one other member shall be a concurrent or former member of the Orchestra Committee or a former member of the Negotiating Committee. The Negotiating Committee shall represent the members of the Orchestra in collective bargaining between the Local and the Association. The Association's Negotiating Committee shall include the Association's President, who shall be present at negotiations as often as necessary and practicable.

5-F Internal Pension Plan Committee: The Internal Pension Plan Committee shall consist of three Tenured Staff Musicians, each of whom shall be a participant in the Internal Pension Plan. Committee members shall be appointed by and serve at the pleasure of the Orchestra Committee. The Pension Committee shall be responsible for communicating with the administrator of the Internal Pension Plan, facilitating communication between Staff Musicians and the administrator of the Plan, and periodically reporting to the Orchestra concerning matters of significance relating to the Plan.

5-G Joint Medical Plan Task Force: The Joint Medical Plan Task Force shall be composed of five Staff Musicians and at least three representatives of the Association. Of the Musician members of the Task Force, three shall be Musicians who served on the Negotiating Committee for this Agreement and are chosen by such Committee, and two shall be Tenured Staff Musicians who are elected by and from the Orchestra at large. The purpose of the Joint Medical Plan Task Force shall be to address issues relating to the Medical Plans as called for in §6-B(1).

5-H Local's Obligation: The Local shall notify the Association in writing of the names of the members of the Orchestra Committee, the Auditions and Renewals Committee, the Artistic Liaison Committee, the Negotiating Committee, and the Joint Medical Plan Task Force, and of any changes in their membership.

5-I Maximum Size: The Association shall have the right to decline to meet with more than seven members of any Committee except as otherwise specifically provided in this Agreement.

Louisville Symphony Orchestra

ARTICLE VI COMMITTEES

Section 6.2 Standing Committees

The **LOUISVILLE ORCHESTRA MUSICIANS COMMITTEE (L.O.M.C.)** shall consist of five (5) Musicians elected by the Orchestra, the I.C.S.O.M. representative and the Union Steward. Its purpose is to perform such functions as assigned in the Master Agreement and act as the representative of the Musicians employed by the Society and the Union. Scheduled meetings occur at the request of the Chairperson.

Section 6.3 Joint Committees

a. **ADVISORY SEARCH COMMITTEES (INTERIM ARTISTIC ADVISOR SEARCH COMMITTEE, MUSIC DIRECTOR SEARCH COMMITTEE, EXECUTIVE DIRECTOR SEARCH COMMITTEE, STAFF CONDUCTOR SEARCH COMMITTEE)** When an opening occurs, there shall be established an advisory search committee for Executive Director, Music Director and/or Staff Conductor. All search committees shall consist of an odd number no smaller than seven (7) persons.

When the Orchestra is without a MUSIC DIRECTOR, the L.O.M.C. and the Society shall form an INTERIM ARTISTIC ADVISOR SEARCH COMMITTEE to make an advisory recommendation to the Board and/or Executive Director on the selection of an Interim Artistic Advisor. The administrative powers given to the Artistic Advisor shall be mutually agreed upon in writing by the Management and L.O.M.C. The search committee established for the purpose of selecting a MUSIC DIRECTOR shall be comprised of individuals selected by the Society and the same number of individuals plus one (1), appointed by the L.O.M.C.

The search committee established for the purpose of selecting an EXECUTIVE DIRECTOR shall be comprised of individuals selected by the Society and the same number of individuals minus one (1), appointed by the L.O.M.C.

The search committee established for the purpose of selecting an ASSISTANT AND/OR ASSOCIATE CONDUCTOR, and/or any other staff conducting position, shall be comprised of individuals selected by the Society and the same number of individuals plus one (1), appointed by the L.O.M.C.

b. EDUCATION COMMITTEE

Musicians, appointed by the L.O.M.C., may serve on the Joint Education Committee.

c. ELECTRONIC MEDIA EVALUATION COMMITTEE (see Section 14.4.b.)

d. REVIEW COMMITTEE (see Section 13.3)

Section 6.4 Subcommittees

a. The **ARTISTIC ADVISORY SUBCOMMITTEE** shall consist of five (5) Musicians appointed by the L.O.M.C. and one (1) member of the L.O.M.C. Its purpose is to review and discuss artistic concerns, concepts and repertoire with the Music Director. Scheduled meetings are at the request of the Chairperson or the Music Director.

b. The **SCHEDULING SUBCOMMITTEE** shall consist of two (2) Musicians appointed by the L.O.M.C. Its purpose is to verify schedules submitted to the L.O.M.C. by the Society for all calls. Final approval for all arrangements shall be by the L.O.M.C.

c. The **TOUR SUBCOMMITTEE** shall consist of two (2) Musicians appointed by the L.O.M.C. Its purpose is to formulate with the Society all arrangements prior to, and changes during, non-local calls; however, all arrangements must be approved by the L.O.M.C. Scheduled meetings are at the request of the Chairperson. If no Musician from the Tour Subcommittee is traveling on provided conveyance, the L.O.M.C. Chairperson will appoint a Musician so traveling to act for the Tour Subcommittee Chairperson.

d. The **SICK DAYS SUBCOMMITTEE** shall consist of two (2) Musicians appointed by the L.O.M.C. Its purpose is to recognize and respond to notable events in the lives of the Musicians and to allocate sick pool days. Scheduled meetings are at the request of the Chairperson.

Section 6.5 Board Committees

The below committees shall be referred to as "Board Committees." Musicians shall participate on these committees. Meetings shall be scheduled in coordination with the official Louisville Orchestra schedule.

a. FINANCE COMMITTEE

Two (2) Musicians, appointed by the L.O.M.C., may serve on the Finance Committee. All financial information regarding the Louisville Orchestra, Inc. shall be provided to the Musician representatives serving on the Finance Committee.

b. DEVELOPMENT COMMITTEE

Two (2) Musicians, appointed by the L.O.M.C., may serve on the Development Committee.

Section 6.6 Musician Representation on the Louisville Orchestra Board of Directors Four (4) musicians shall be appointed by L.O.M.C. to serve as voting members of the Board of Directors, two of whom shall be members of the Executive Committee and two others as members-at-large of the Board of Directors.

14.4b An ELECTRONIC MEDIA EVALUATION COMMITTEE consisting of up to two (2) representatives of the Artistic Advisory Subcommittee, one (1) representative of the Society and the Music Director shall meet on a timely and regular basis to review the quality of performances recorded for broadcast use. If a majority of the Evaluation Committee agrees that it is impossible to assemble an edited performance of acceptable quality, the performance under consideration shall be withheld from broadcast.

Metropolitan Opera

2. At least two weeks of a musician's vacation in each year shall be continuous.

EIGHTH: ORCHESTRA STEWARD AND ORCHESTRA COMMITTEE

A. The Orchestra shall have a Steward who will have the duties and functions assigned to him/her by the Union in accordance with its practices.

B. The Orchestra Committee shall be given input with respect to selection of any new Music Director or Orchestra Manager, but the selection shall remain within the sole discretion of the Met.

NINTH: FOREIGN TOURS

Milwaukee Symphony

114

115 XVI. COMMITTEES

116

117 16.1. Artistic Liaison Committee.

118 The players of the Orchestra will elect a separate Artistic
119 Liaison Committee ("ALC") of five (5) players as follows: two
120 (2) shall be elected to a term of two (2) years; three (3) shall be
121 elected for one (1) year terms, during each contract year of this
122 Agreement.

123

124 This committee will serve in an advisory role with
125 Management and the Music Director on musical matters or
126 the musical aspects of the Orchestra's functions. This
127 committee is to be free to discuss and consider any and
128 all matters of artistic implication, considered in the broadest
129 sense, except matters concerning individual members of the
130 Orchestra in any way that might be injurious to their position
131 within the Orchestra, within the profession or amongst their
132 colleagues. The role of this committee will be advisory, and its
133 advice will not necessarily be accepted, but Management and
134 the Music Director will work with this committee seriously in a
135 conscientious effort to enable both sides to judge proper use
136 and function of members' artistic suggestions on day-to-day as
137 well as long-term matters.

138

139 This committee shall meet with the Music Director at least two
140 (2) times per contract year at such times and places as shall

1 be mutually agreed upon by the parties. The committee shall
2 provide the Music Director and Management with an agenda
3 for each meeting at least forty-eight (48) hours in advance of
4 the meeting. The Personnel Manager (or in his/her absence
5 the Acting Personnel Manager) may attend these meetings on
6 behalf of Management. The Music Director shall have the
7 right, however, to have other management personnel, besides
8 the Personnel Manager, attend any meeting if he/she
9 determines, in his/her sole discretion, that their presence
10 is appropriate. Since the committee serves in an advisory
11 role, nothing said in the meetings with the Music
12 Director shall have any effect on the provisions of the
13 Agreement or the rules, regulations and practices under
14 which it is administered.

15
16 The ALC shall meet with the Music Director and management
17 representatives no less than twice each season to discuss
18 subscription concert repertoire for upcoming seasons. One
19 of these two meetings shall occur in the first two months
20 of each season. Management shall make its best efforts to
21 consult with, and inform, the ALC about the development of
22 the concert series. The ALC shall meet with other staff
23 conductors and management representatives at least once
24 each season to discuss tour and runoff repertoire for
25 upcoming seasons.

26
27 A meeting to review the repertoire and associated workload
28 specifically related to the Non-holiday double "major"
29 performance days will be scheduled prior to the final
30 determination of those programs. This meeting shall include
31 the Players' Council, the ALC, the assigned staff conductor(s),
32 the General Manager, the Personnel Manager and other
33 appropriate management representatives.

34
35 The ALC will be consulted before renewing the contract of
36 the Music Director or any staff conductor.

37 16.2. BUMM Committee.

38 During each contract year, a Committee composed of
39 representatives of the Orchestra's Board of Directors (the
40 "Board"), the Union, the musicians and Management (the
41 "BUMM Committee") shall meet on the second Monday of
42 October, January, April and July (except that these dates shall
43 be subject to change by the Committee). The BUMM
44 Committee shall be composed of the following members: the
45 Chairman of the Board, three members of the Board's
46 Executive Committee (as designated by the
47 Executive Committee); the Orchestra's Executive Director,
48 General Manager and Personnel Manager; the President
49 or Secretary Treasurer of the Union (as designated by
50 the Union); the Chairperson of the Players' Council;
51 the Chairperson of the Artistic Liaison Committee; the union
52 Representative; and one (1) member of the Orchestra who
53 shall be elected annually by all members of the Orchestra.

54 16.3. MSO Board.

55 Musicians will be permitted to attend and address meetings
56 of the Board of Directors upon reasonable request by the
57 Players' Council. Two members of the Orchestra shall serve
58 as non-voting members of the Board of Directors each season
59 for a term of one (1) year, one of whom shall also serve as a
60 non-voting member of the Executive Committee. In addition,
61 up to two (2) members of the Orchestra shall serve as non-
62 voting members of all standing committees of the Board of
63 Directors except Labor Relations for a term of one (1) year.
64
65 These representatives shall be selected in accordance with
66 the Constitution of the Players' Council, and shall not
67 participate in deliberations involving their own wages, hours, or
68 terms and conditions of employment.

69 16.4. Media/Local Internet Oversight Committee.

70 A committee comprised of three (3) musicians and three
71 (3) Management/Board members will meet twice each
72 season to discuss media opportunities and to discuss media
73 plans for the MSO.

74 16.5. Insurance Committee.

75 In the event that premium rates for medical insurance are
76 projected to increase more than 7.5% over the prior year of this
77 Agreement, Management and the Union will convene the
78 committee to explore alternatives. This group will consist of an
79 equal number of representatives from Management and
80 Musicians (selected by the Players' Council). This committee,
81 in addition, will be convened whenever changes are
82 contemplated or desired by either Management or the Union in
83 healthcare, dental, long term disability, life or instrument
84 insurance. No changes in insurance policies or coverage will
85 be made absent agreement between both parties.

86 16.6. Players' Council.

87 The Players' Council shall be comprised of, and represent, the
88 Musicians of the Milwaukee Symphony Orchestra in
89 accordance with the MSO Players' Council Constitution.
90 The Players' Council will meet periodically to review and
91 discuss matters arising from day-to-day problems in order
92 to eliminate and prevent possible future grievances. Upon
93 the request of either party, the Players' Council and
94 Management will meet at reasonable times to discuss
95 matters of mutual interest or concern.

96 16.7. Rotation Committee.

97 A committee elected by the Players' Council will oversee a
98 system of rotation so that the available time off for each
99 section shall be equally distributed among the members of
100 that section during each contract year. Rotation may not be
101 used as sick leave and sick leave may not be counted
102 as rotation.

103 16.8. Scheduling Committee.

104 A committee consisting of musicians, staff conductors,
105 the Artistic Administrator, and the General Manager shall be
106 formed to study the schedule and make recommendations on
107 how to limit possible workload problems which may
108 occur during the season.

109 16.9. Search Committees.

110 a. Music Director - The Search Committee for a Music
111 Director shall consist of an equal number of members named
112 by the Board Chair and of members elected by the Orchestra,
113 the Concertmaster shall serve, ex-officio without vote
114 (unless also elected by the Orchestra as a musician
115 representative); and the Board Chair shall serve, ex-officio
116 with a vote only in the event of a tie.

117 b. Staff Conductors - Four (4) musicians elected by the
118 Orchestra's members shall serve as voting members of any
119 committee or other similar group of people selected by
120 the Chairman whose function is to determine approximately
121 five (5) to ten (10) finalists among the various applicants
122 for the aforementioned positions.

123 c. Executive Director - In the event of a pending selection
124 of a new Executive Director or Managing Director,
125 the Chairman of the Symphony Board shall convene
126 an advisory search committee of which not less than one
127 third of its membership shall be comprised of members
128 of the Orchestra as selected by the members of the Orchestra.

129 16.10. Summer Season Committee.

130 The parties agree to make their best good faith efforts to
131 provide summer performance opportunities for the Milwaukee
132 Symphony Orchestra. Any approach by outside parties with
133 respect to summer performance opportunities will be
134 immediately shared with the Players' Council and the Artistic
135 Liaison Committee. In connection therewith, the MSO Board of
136 Directors and the Players' Council agree to welcome and work
137 with individuals and groups to provide additional summer
138 concerts or series in the Milwaukee area. The Players'
139 Council agrees to consider such opportunities even though
140 less than full weeks and complement might be involved.

141 A task force shall be formed to examine possibilities for
142 future summer seasons. This task force shall include three
143 members of the Orchestra selected by the Orchestra, one
144 Board member, three representatives of Management,
145 and the MSO's Resident Conductor or Associate Conductor.

146 16.11. Travel Committee.

147 The Players' Council will appoint a Travel Committee of up to
148 three (3) members of the Orchestra to consult with
149 Management from time to time with regard to travel
150 arrangements for Orchestra tours. Management agrees to
151 notify the Committee of all planned tours at least six (6)
152 months prior to scheduled departure. It is understood that
153 tours may be arranged within six (6) months, in which
154 case Management will notify the Committee as soon as
155 reasonably possible that a tour is planned. Management
156 shall retain the right to make any and all decisions regarding
157 travel arrangements.

158 16.12. Vacation Committee.

159 There will be a Vacation Committee of five (5) members
160 consisting of the Personnel Manager and his/her designee
161 and three (3) musicians elected by the orchestra. This
162 committee will have the authority to establish guidelines (see
163 Exhibit C) and make final determinations regarding rotated
164 vacation weeks.

165 canceled service and provided Management gives at least
166 forty-eight (48) hours advance notice of the rescheduling.
167 This rescheduling notice may be given at the same time as the
168 cancellation notice through the weather cancellation hotline.
169 If a canceled service is rescheduled for a time at which another
170 service was previously scheduled, the supplanted service may
171 be rescheduled only if the five (5) day advance notice
172 requirement of the preceding paragraph has been met. The
173 cancellation and rescheduling provisions of this paragraph
174 shall not affect in any way the limitations on the maximum
175 number of services per week prescribed by Section 9.2 of this
176 Agreement.

177 17.3. Reduced Orchestra; Rotation.

178 a. It is recognized that the services of a musician are not
179 required for every service. Reduced instrumentation for a
180 full service occurs when the score or conductor requires
181 less than the full complement of a section. In addition, the
182 number of string stands for first violin, second violin, viola, cello
183 and bass, respectively, shall be reduced according to the
184 following guidelines:

185 All Young Peoples, Junior High and Family: 7 - 8 - 4 1/2 - 4 1/2
186 - 3 1/2

187

188 All Operas, except one opera per contract year when five
189 additional string players may be added 8 - 6 - 4 - 4 - 3

190

191 Four out of five "Pops" programs per contract year (80%) 7 - 6
192 - 4 1/2 - 4 1/2 - 3 1/2

193

194 The Personnel Manager shall be responsible for the
195 administration of the rotation system as approved by the
196 Rotation Committee. In conformity with and in recognition
197 of the practice established under prior Agreements, a musician
198 shall perform any other position in his or her section regardless
199 of his or her position, title or individual title in order to maintain
200 equal rotation except as set forth in Section 7.7

201

202 A list of personnel required for every performance will be
203 posted in some accessible place posted from the appropriate

Minnesota Orchestra

ARTICLE XXIII - COMMITTEES

Section 23.1 Orchestra Members Committee. The Orchestra Members Committee (MOMC) shall have such authority as is defined in this Agreement and authority as delegated to it by the local union. At least once per calendar quarter, the MOMC (together with such individual bargaining unit staff musicians as the MOMC may invite) and the Board Chair of the Association (together with such individuals the Chair may invite) will meet to discuss matters with mutual interest relating to the Association and the Musicians. It is agreed that the total number of individuals at any such meeting shall not exceed 10 per side.

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Section 23.2 Artistic Advisory Committee. From a slate of Musicians nominated by the entire Musician membership, the Orchestra will elect by plurality vote for overlapping terms of two (2) years, seven (7) Musicians to constitute the "Artistic Advisory Committee" which will serve in an advisory and consultative role with the Orchestral Association on musical matters or the artistic aspects of the Orchestra's functions. No Artistic Advisory Committee member may serve consecutive terms. This Committee is to be free to discuss and consider any and all matters of artistic implication considered in the broadest sense, except matters concerning individual members of the Orchestra that in any way might be injurious to them. The Artistic Advisory Committee will be given reasonable advance notice and the opportunity to consult with the Association regarding the proposed schedule of rehearsals and concerts for a particular season, guest artists, and proposed programs. The role of this Committee will be advisory and its advice will not necessarily be accepted but the Orchestral Association will work with this Committee seriously in a conscientious effort to evaluate and implement suggestions for enhancing the artistic quality and service of the Orchestra. Either representatives of the Association or the Artistic Advisory Committee may submit agenda items to be considered at meetings. The Artistic Advisory Committee may request additional meetings with all levels of the Orchestral Association's staff, artistic and Board membership. The Artistic Advisory Committee shall perform its functions in accordance with rules adopted by the Orchestra which shall not be inconsistent with this Agreement.

Nashville Symphony

19.3 Travel Committee

- A. Three (3) Musicians shall be elected as a Travel Committee each year to assist in planning and problem solving concerning runouts and tours. The Travel Committee must be notified of any pending travel arrangements at least forty-five (45) days in advance of the runout and shall meet with the Association to discuss upcoming travel and review runout itineraries that include the name, address, telephone number and directions to where the service will be performed. The Association can proceed with travel arrangements even if all details have not been agreed upon with the Travel Committee.

Article 26. MUSICIAN PARTICIPATION IN GOVERNANCE

- 26.1 In order to maintain a more trusting and closer relationship between Musicians, Management, and the Board of Directors of the Association, ten percent (10%) of the members of the Board of Directors of the Association shall be Orchestra Directors (Musicians elected by the Orchestra).
- 26.2 Musicians shall serve on all Standing Committees of the Board:
- A. Executive Committee – one (1) Orchestra Director
 - B. Finance Committee – one (1) Orchestra Director and one (1) Musician
 - C. Governance Committee – one (1) Orchestra Director
 - D. Strategic Planning Committee - one (1) Orchestra Director and at least two (2) Musicians
 - E. Marketing Committee – one (1) Musician
 - F. Education Committee – two (2) Musicians
 - G. Artistic Planning Committee - two (2) non-Orchestra Committee Musicians with at least five (5) years seniority and the Chair of the Orchestra Committee
 - H. Development Committee – one (1) Musician
 - I. Human Resources Committee – one (1) Musician
 - J. Schermerhorn Symphony Center Committee – two (2) Musicians
 - K. Subcommittees of the Executive Committee – as needed
 - 1. Music Director Sub-committee and President and CEO Sub-committee –
Should a Music Director or President and CEO search or evaluation occur, a subcommittee of the Executive Committee will be appointed. At least one-third (1/3) of each committees' members will be Musicians.
 - 2. Other Sub-committees the Executive Committee may establish – at least one (1) Musician.
- 26.3 At any meeting of the Board or a Board Committee, Orchestra representatives may not be excluded from discussions, including discussions of employee grievances, but may be excluded from any discussions of collective bargaining negotiations and any other matters involving individual employees at the option of the Association.
- 26.4 Orchestra Directors have all voting rights and full powers as Directors of The Nashville Symphony except in regard to this Agreement. It is understood that Orchestra Directors will exercise discretion in reporting confidential information to the appropriate sources.
- 26.5 Any consultant reports obtained by the Association shall be made freely available to the Musicians, who will cooperate in providing information to the consultants, and will also assist in the development of long-range plans for The Nashville Symphony.

National Symphony Orchestra

6.5 Players' Committee

Notwithstanding any other provision in this Agreement that may be deemed inconsistent herewith, there shall be a Players' Committee to which either party may refer any questions on non-renewal, dismissal, retirement or demotion involving tenured musicians, within ninety (90) days after any such action has been initiated by the Association. The Committee shall be elected to serve for the contract term, i.e., until the end of the 2015/2016 contract year. It shall be composed of eight (8) non-first-chair musicians, and seven (7) first-chair musicians, to be elected by secret ballot by the tenured musicians in the Orchestra.

9.5 Orchestra Committee

As soon as possible after the beginning of each season, the musicians and librarians may meet and elect an Orchestra Committee consisting of five (5) musicians and/or librarians and determine the duties and functions of said Committee. It is understood that the duties, functions and decisions of the Orchestra Committee shall at no time be in conflict with the terms of this Agreement, nor shall the Committee act in any way that abridges the basic obligations and

responsibilities of the Committee as members of the Union and of the American Federation of Musicians or that abridges the authority of the Executive Board of the Union. The Union may request at reasonable times meetings between members of the Orchestra Committee and members of the Board of Directors of the Association for the purpose of discussing any matter pertaining to the general and artistic welfare of the Orchestra. No Committee member's position in the Orchestra shall be jeopardized by such member's lawful activities as a member of the Orchestra Committee.

9.6 Rotation and Relief Committee

The Rotation and Relief Committee shall consist of one (1) tenured musician from each of the five (5) string sections, to be elected by the sections, one (1) representative each from the woodwind, brass and percussion sections, and the Personnel Manager.

9.7 Orchestra Representation on Association Committees

a) The Association shall furnish the Chair of the Orchestra Committee with financial reports, as furnished to the Association's Finance Committee, for the confidential use of the Orchestra Committee.

b) **There shall be Orchestra representation on the Association's Long- Range Planning Committee, Search Committee for an Executive Director or a Music Director, and on the Kennedy Center Association Joint Operating Committee as follows:**

- 1) Two (2) musicians and/or librarians, appointed by the Orchestra Committee, shall be ex officio members of the Long-Range Planning Committee;
- 2) Two (2) musicians and/or librarians, appointed by the Orchestra Committee, shall be members of any Search Committee for an Executive Director, one (1) of whom shall be a voting member of the Search Committee;
- 3) Orchestra representation shall constitute more than thirty-three (33) percent of the voting membership of any Search Committee for a Music Director, with Orchestra representatives appointed by the Orchestra Committee. It is agreed that a two-thirds (2/3) majority of the Search Committee's membership will be needed for the appointment of a Music Director; and
- 4) The Chair of the Orchestra Committee shall be an ex officio member of the Kennedy Center-Association Joint Operating Committee.

New Jersey Symphony Orchestra

ARTICLE 2. INSTITUTIONAL RELATIONSHIP

2.1 Intent: The intent of this Agreement is to approach issues in a collaborative spirit, and to resolve concerns by mutual agreement in an ongoing process.

2.2 Attendance at Board Meetings: Members of the Orchestra Committee, or other representatives from the orchestra that they may designate, are invited to attend all full, Executive Committee, and other committee meetings of the Board of Trustees, with the sole exception of the Liaison Committee. At all such meetings, the representative(s) of the Orchestra Committee shall have the opportunity to speak.

A. Board and Executive Committee Membership: Six (6) members of the Orchestra shall be voting members of the NJSO's Board of Trustees. The six (6) shall comprise one (1) Orchestra Committee member, one (1) Artistic Advisory Committee member and four (4) Musicians At-Large selected by the Orchestra. The four (4) Musicians At-Large shall each serve a two-(2)-

year term with overlapping terms in order to assure maximum continuity (two (2) elected in even years, two (2) elected in odd years). The representatives from the Orchestra Committee and the Artistic Advisory Committee shall each serve a one-(1)-year term, or until the next representative is elected. Two (2) of the At-Large Board members shall serve as voting members of the Executive Committee as well during their term of service. The six (6) Musician Board members shall select the two (2) Executive Committee members. Musicians who serve as board members agree to recuse themselves whenever there is a topic that is a conflict of interest for them or their constituents. Election of the At-Large Musician Board members shall occur before August 1 of each season and the results communicated in writing to the NJSO's Chief of Staff for inclusion on the Annual Meeting ballot.

2.3 Artistic Leadership Search: When an Artistic Leadership vacancy occurs, tenured contracted Musicians, elected by the orchestra, are entitled to participate on the search committee formed by the Symphony or the Chairman of the Board and shall comprise at least one-third (1/3) of the search committee. Musicians serving on the search committee shall: a) be responsible for attending all meetings of this committee; b) be responsible for conveying the sentiments of the orchestra as a group to the search committee, including the results of anonymous surveys; and c) be able to meet privately with prospective Artistic Leadership candidates. The Board of Trustees is responsible for the final selection decision following a recommendation from the search committee.

When a vacancy occurs, the Symphony shall notify the Orchestra Committee of the number of Musicians required for the search committee. Election of Musicians plus two (2) alternates shall occur as soon as possible after being informed by the Symphony. The Musicians elected shall serve until the search is completed.

2.4 Chief Executive Officer Search: When a chief executive officer vacancy occurs, tenured, contracted Musicians, elected by the orchestra, shall be invited to attend and participate on the search committee formed by the Symphony or the Chairman of the Board and shall comprise at least one-third (1/3) of the search committee. The Board of Trustees is responsible for the final selection decision following a recommendation from the search committee.

When a vacancy occurs, the Symphony shall notify the Orchestra Committee of the number of Musicians required for the search committee. Election of Musicians plus two (2) alternates shall occur as soon as possible after being informed by the Symphony. The Musicians elected shall serve until the search is completed.

2.5 Board Leadership Search: Musician Trustees who volunteer to serve on the Governance Committee shall be included in the selection process when vacancies occur for the position of Chairman of the Board. The Board of Trustees is responsible for the final selection decision following a recommendation from the Governance Committee.

2.6 Administrative Staff Search: Tenured, contracted Musicians, elected by the orchestra, shall be invited to attend and participate in searches to fill positions on the administrative staff at the department head or supervisory level and shall comprise at least one-third (1/3) of the search committee. For the filling of REACH administrative positions, Musicians shall comprise at least one-half (1/2) of the search committee. The Chief Executive Officer is responsible for final Department Head selection and the Department Head is responsible for their department staff selections following a recommendation from the search committee.

Election of three (3) Musicians plus two (2) alternates shall occur as soon as possible after the beginning of each winter season. The Musicians elected shall serve a one-(1)-year term or until the next committee is elected, whichever is later.

2.7 Artistic Planning: The Concertmaster plus two (2) tenured, contracted Musicians selected annually by the Artistic Advisory Committee, shall serve to work together with the Music Director and the Symphony staff on planning programs, selecting guest conductors and soloists. The Music Director is responsible for final programming and soloist selection. The Chief Executive Officer is responsible for final guest conductor selection.

ARTICLE 15. COMMITTEES OF THE ORCHESTRA

15.1 Orchestra Committee: There shall be an Orchestra Committee elected pursuant to rules established by the orchestra Musicians and librarians consistent with the Constitution and By-laws of Local 16-248 and the AFM. The Symphony will be informed of changes in the makeup of the Orchestra Committee as they occur.

15.2 Artistic Advisory Committee: There shall be an Artistic Advisory Committee established which shall concern itself with artistic matters. The Artistic Advisory Committee shall consist of five (5) players. The term of office for elected Artistic Advisory Committee members shall be two (2) years with overlapping terms in order to assure maximum continuity. In alternating years, two (2) and three (3) Musicians on the Artistic Advisory Committee shall be elected, plus two (2) alternates, as soon as possible after the beginning of each winter season. This Committee shall meet periodically with the Music Director, his/her representative, or the Symphony to discuss and advise with respect to matters of general artistic concern, including, without limitations, auditions, scheduling, programming, rotations, and repertoire. Such meetings must be preceded by a written agenda presented by the Music Director or Symphony to the Committee Chair, or by the Chair of the Committee to the Music Director or Symphony.

15.3 Review Committee: The Committee shall be chosen by Musicians of the Orchestra and shall be made up of eleven (11) tenured members of the orchestra and three (3) alternates selected in the order of votes received. Prior to December 1, the Orchestra shall elect the Committee by secret ballot which shall be held at the Union uncounted until such time as it is necessary to announce a meeting of the Review Committee in accordance with Article 10 hereof. In the event an elected Musician does not desire to serve on the Committee, or in the event the proceedings affect a member of the committee or his/her family member or domestic partner, an alternate shall serve as a replacement.

15.4 String Reseating Review Committee: The Committee shall consist of the Music Director, Concertmaster, two (2) tenured Musicians elected by the Orchestra, and one other Orchestra member agreeable to the Symphony and Orchestra. The mutually agreeable member shall be chosen by a system of each side submitting five (5) names and then alternately striking names until a person is agreed upon or one (1) name remains, which shall be the fifth (5th) member of this Committee.

15.5 Tour Committee: As soon as possible after the commencement of each season, the Musicians of the Orchestra shall elect a Tour Committee consisting of two (2) Musicians acceptable to both the Union and the Symphony. This Committee shall act in an advisory capacity to the Symphony with respect to travel and tour arrangements.

15.6 Strategic Advisory Committee:

The Committee will consist of twelve (12) to fifteen (15) participating members plus facilitator(s) – a minimum of two (2) and a maximum of five (5) Trustees, five (5) Musicians, four (4) Staff representatives and the President & CEO. The method of electing members from each constituency will be determined as follows: Trustee representatives will be selected by the Board Co-chairs Musician representatives will be elected by the Orchestra Staff representatives and facilitator(s) will be selected by the President & CEO Committee members are appointed to serve for a term of three (3) years, with two (2) representatives from each constituency appointed to a two-(2)-year term. In the event that there are only two (2) Board representatives on the Committee, one (1) will be appointed to a two-(2)-year term. It is expected that Committee members should make every effort to attend meetings regularly. Vacancies on the Committee for any reason will be filled in the same manner that the position was originally filled.

15.7 Education Task Force: An Education Task Force shall be established which shall have the authority to make policies and determinations regarding all non-REACH education matters. The Education Task Force shall provide input to that program's Artistic Director as s/he determines and communicates clearly defined standards of excellence for teaching/coaching/leading education programs. Any Musician participating in any non-REACH education program shall first address any concerns regarding non-REACH education matters with the Education Task Force before initiating the Grievance Procedure (Article 11). The Education Task Force shall consist of three (3) Musicians selected by the Orchestra and three (3) staff members selected by the Symphony. The Musicians, plus two (2) alternates shall be elected as soon as possible after the beginning of each winter season. The Education Task Force shall elect two (2) of its six (6) members (one Musician and one staff) as co-chairs. The Education Task Force shall monitor the program during the term of this contract and shall establish guidelines for its future operation. The Education Task Force shall conduct a formal annual review of non-REACH education programs and shall make formal recommendations to the Symphony and the Orchestra Committee as to whether the programs should continue unchanged or whether they should be altered.

North Carolina Symphony

ARTICLE XXI COMMITTEES

- 1. Orchestra Committee.** It is agreed by the parties hereto that there shall be an Orchestra Committee, elected by a majority of the full-time musicians who are members in good standing of the American Federation of Musicians to function as representatives of the Association orchestra members to the Musicians' Association, Local 500, American Federation of Musicians, and as representatives of all orchestra members to the Society.
 - a. This Committee, or a group of musicians suggested by the Orchestra Committee, may meet at least once a season with a committee of trustees of the Society to discuss matters of general interest to the musicians and trustees.
- 2. Appeal Committee.** The Appeal Committee shall be established from the membership of the orchestra within 30 days of the commencement of each season. It will act as the decision

making body governing the non-renewal of individual tenured musicians who choose option "a" under Article XIII (4), after receiving notice of non-renewal. The Appeal Committee shall consist of nine tenured musicians. The Appeal Committee shall be chosen by the following process:

a. **Appeal Committee Pool.** The entire orchestra will vote on each of these two following sets of nominees: Eight Principal players will be elected; all Principals are automatically nominated. Seven non-Principal players will be elected; the Orchestra Committee shall nominate seven non-principals, and the Society shall provide a list of seven nominees. The resulting list of 14 nominees shall be presented to the orchestra in such a way as to not reveal whether any given nominee was nominated by the Society or by the Orchestra Committee. The orchestra shall cast secret ballots. The top seven vote-getters from the non-principals, along with the top eight vote-getters from the Principals, will comprise the Appeal Committee Pool from which an Appeal Committee will be convened if necessary to review cases of non-renewal or reseating.

3. Audition Committee. There shall be established by the musicians an Audition Committee which may be composed of different musicians depending upon the position for which an audition is being held. The Audition Committee shall be established and governed according to the terms set forth in Article XVI.

4. Artistic Advisory Committee. There shall be established an Artistic Advisory Committee from the membership of the orchestra to meet on a regular basis with the Music Director and/or the Artistic staff to discuss freely and consider appropriate artistic matters, including the selection of guest artists and conductors and programming. However, matters detrimental to the professional standing of individual members of the orchestra or harmful to their relationship with their colleagues shall not be discussed. The Music Director will meet with the Artistic Advisory Committee upon the call of either party.

5. Travel Committee. There shall be established by the musicians a Travel Committee, which will work together with the VP and General Manager and the Personnel Manager to facilitate travel issues.

6. Two members of the orchestra shall serve on the Society's Development Committee. One shall be a member of the Orchestra Committee, one to be designated by the Orchestra Committee.

New York Philharmonic

2. General Touring Conditions

a. Tour Committee Consultation

The Tour Committee will be consulted from the earliest stages of tour planning regarding all tour plans including all specific tour conditions, selection of hotels and travel arrangements. The recommendations of the Tour Committee will be given substantial weight in the Society's determination. The Society and the Tour Committee will in this manner together plan and administer all tours, the latter consulting with the Orchestra whenever it deems advisable.

ARTICLE XI: ORCHESTRA COMMITTEE

The parties recognize that the Orchestra Committee, consisting of five Players elected from time to time by members of the Orchestra, represents, together with the Union, the Players in matters of collective bargaining (including but not limited to, grievances, requests for variances from any terms hereof, and as to any issues brought to the attention of the Committee by one or more members of the Orchestra, except for individual overscale discussions). It is understood that the duties, functions, and decisions of the Orchestra Committee shall at no time be in conflict with the terms of this Agreement, nor shall the Committee act in any way that abridges the basic obligations and responsibilities of the Committee as members of the Union and of the A. F. of M. or that abridges the authority of the Executive Board of the Union. The Society shall address itself to the Orchestra Committee regarding any matter pertaining to the general welfare of the Orchestra.

No Committee member's position in the Orchestra shall be jeopardized in any way by his activity as a member of the Orchestra Committee.

D. ARTISTIC ADVISORY COMMITTEE

Not less than four (4) times a year, a committee from the Orchestra consisting of not more than six (6) members elected by the Orchestra shall meet with a committee designated by the Society to express views on artistic policy. This Artistic Advisory Committee shall not represent the Orchestra with respect to any matters within the purview of the Union or the Orchestra Committee as set forth in Article XI above.

Oregon Symphony

2. In no case shall said probationary period be less than nine (9) or more than ten (10) months of service.

3) Personnel Manager

The Association shall engage as Personnel Manager of the Orchestra a playing member thereof, who shall be a member of Local 99, American Federation of Musicians. The Association will review the duties of the Personnel Manager with, and provide a written copy of same to, the Orchestra Committee at the beginning of each season.

10) Committees

(a) Orchestra Committee

1. As specified in the Oregon Symphony Players Association By-laws, the musicians of the Orchestra shall meet and elect five (5) members from among their number to serve on a committee called the Orchestra Committee; such committee shall serve for the term specified in the Oregon Symphony Players By-laws. The duties of the Committee shall be as prescribed in the Oregon Symphony Players Association By-laws.
2. In addition, the Committee may meet bi-monthly with the conductor(s), President, and Union representative for the purpose of discussing matters of mutual concern to the musicians and the Association. The Chairperson of the Orchestra Committee shall call such meetings.

(b) Artistic Advisory Committee

1. An Artistic Advisory Committee consisting of five (5) musicians shall be formed, which committee shall meet with Association representatives of the Association's choosing and/or the Music Director.
2. The purpose of these meetings shall be to discuss and consider any and all matters of artistic implication and concern including proposals by the musicians for guest artists and/or repertoire which will be subject to the normal group review process for the programming of productions. The views expressed by the Artistic Advisory Committee shall not be implied or inferred necessarily to represent the views of the Orchestra Players as a whole.
3. The Artistic Advisory Committee shall consist of two titled and two section players elected by the Orchestra, and one Orchestra Committee member appointed by the Orchestra Committee. Elected Artistic Advisory Committee members shall serve two (2) year overlapping terms. Terms shall be non-consecutive.
4. The Artistic Advisory Committee shall not speak or act in the stead of the Union, the Orchestra Committee, or the Orchestra Players in matters involving contract administration. No discussion or consideration shall deal with individual members of the Orchestra that may, in any way, be injurious to their positions within the Orchestra, within the profession, or amongst their colleagues.
5. The role of the Committee will be advisory and consultative to the Association to the end that the Association may profit from and utilize the Committee's suggestions for day-to-day as well as long-term issues. The Committee shall solicit suggestions from the musicians, and shall make timely reports, answer questions, and receive feedback at regularly scheduled

orchestra meetings. At no time will the Committee issue any public statements nor will it pass any resolutions.

6. The Artistic Advisory Committee may participate fully in regularly scheduled artistic planning group meetings. Impromptu meetings of staff (e.g., to discuss emergent ideas or artist responses to contract offers, etc.) do not constitute a "regular" meeting of the planning group.

7. For all programs, the Association shall consult with the Artistic Advisory Committee prior to setting a program's string complement.

8. Concert pro forma budgets will be shared with the artistic planning group and the artistic planning group will have an opportunity to talk about the proposed classical season programming with the Music Director prior to brochure production. It is understood that such budgets will not be fully detailed and will include best estimates, especially of Pops-type production costs.

(c) Safety Committee

There shall be a Safety Committee comprised of two (2) members of the Orchestra, two (2) management representatives, and a representative of the Union who shall have no vote. The Safety Committee shall be responsible for the study of and recommendation of safety standards and procedures for the activities of the Orchestra. The committee shall conduct a general review of all activities of the Orchestra, including noise levels, lighting, stage seating, theater rigging, and any other aspects of the work environment which may affect the health or safety of musicians. The Association shall investigate the feasibility of obtaining the services of a lighting consultant to assist the Safety Committee.

(d) Scheduling Advisory Committee

1. There shall be a Scheduling Advisory Committee comprised of three to five musicians selected from the orchestra by a method of the orchestra's choosing. Best efforts will be made for representation on the committee of the following: One (1) string; one (1) woodwind; one (1) brass/percussion; one (1) married; one (1) with child(ren); one (1) single. The above criteria notwithstanding, it is understood that one musician may be representative of more than one criterion. The purpose of the Scheduling Advisory Committee shall be to consult with the Association on matters pertaining to the scheduling of services, especially in instances when multiple options may exist for which the orchestra may have preferences.
2. The Scheduling Advisory Committee shall be empowered to approve on behalf of the orchestra scheduling requests of the Association in connection with Paragraphs (37)(c)2, (43)(a), (43)(b), (43)(e)2.B., (43)(e)4, (43)(e)5, (43)(e)6.B (43)(f)3, and (43)(h).
3. If a scheduling-related contractual variance is requested, or should Scheduling Advisory Committee approval not be given in connection with 2. above, the Scheduling Advisory Committee will give its recommendation to the Orchestra, which will then vote on the matter.
4. The Scheduling Advisory Committee shall be consulted at the following times:

- A. Prior to the distribution of the tentative schedule, in

accordance with Paragraph (39)(a)1.

- B. Prior to the distribution of the finalized schedule, in accordance with Paragraph (39)(a)2.
- C. Whenever feasible, prior to any changes in the schedule, including but not limited to those incurred by the addition of services in conjunction with Paragraphs (39)(a)5.

The members of the Scheduling Advisory Committee will understand the need to act in a swift and expeditious manner with regard to scheduling possibilities.

(11) Liaison with Orchestra Committee and Symphony Board

Representatives of the Board of Directors of the Oregon Symphony Association shall have the right to meet with representatives of the Orchestra; and representatives of the Orchestra shall have the right to meet with representatives of the Board of Directors from time to time during the season to discuss problems of mutual concern.

The Chairman of the Board of Directors of the Association shall appoint persons who shall be representatives of the Board of Directors to attend each meeting; and the Orchestra Committee shall appoint the representatives of the Orchestra who are to attend each meeting. Either the Board of Directors or the Orchestra Committee may request special meetings at any time upon five (5) days notice in writing to the other.

Such liaison meetings will occur no fewer than three (3) times per season.

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Phoenix Symphony

Section 1. Orchestra Committee.

There shall be an Orchestra Committee selected by and from the Orchestra which shall be recognized by the Association and Musicians as the agents of the Musicians for the purposes set forth in this Agreement and the general purpose of maintaining communication with the Association, meeting on matters of interest to the Association or to the Musicians, including participation in the planning process for the five-year-plan established by the Association, and conducting negotiations between the Association and the Musicians. The Committee may, at its discretion, delegate individual members or subcommittees to represent it from time to time, provided that the Committee furnishes the names of its representatives assigned to permanent or ad hoc subcommittees.

Section 3. Contract Review Committee.

There shall be a separate Musicians' Contract Review Committee elected from amongst the Musicians. This committee shall be recognized by the Association for the purpose of conducting negotiations for the Master Orchestra Agreement. To ensure the fostering and continued growth

of a collaborative work environment and productive forum of mutual respect and professional communication between musicians, board, and staff and thereby ensuring the highest level of artistic achievement, the Contract Review Committee will continue to be a standing committee. The Contract Review Committee will have musicians as the majority of the committee and shall be comprised of at least (4) four musicians with one musician designated as the lead negotiator, (1) one board member who is designated as board liaison, (1) one staff member, in addition to the chairman of the board, music director and President & CEO as ad hoc members. There can also be (1) one facilitator as requested by any member of the Contract Review Committee.

Section 4. Contract Review Process.

The process for changing the contract will be the collaborative process used to update this Agreement as previously sanctioned in March, 2004 by the Board, the Musicians and the Union. The Agreement change process is as follows. The Contract Review Committee will meet with a pre-specified agenda proposing revised language and/or financial terms. Once the Contract Review Committee agrees to recommend contract revisions, the Committee can mutually appoint a lawyer to review the revisions as to form. Periodically the Contract Review Committee will forward revisions in the Agreement to the Musicians, the Board and the Union for approval. In addition to the lawyer hired by the Contract Review Committee, the Musicians, the Board and the Union can also review the recommended revisions with other consultants or lawyers hired at their own expense. From time to time, the Contract Review Committee may open formal negotiations as defined in federal law and invite other representatives of the Board, staff and the Union to participate and discuss decisions made by the Contract Review Committee. Any revisions must be approved by June 1st to be effective for the next season.

Section 5. Audition Committee.

There shall be an Audition Committee as described in Article XXV of this Agreement.

Section 6. - Tour Committee.

The Orchestra shall elect five musician representatives to serve on the TPS tour committee. The TPS Orchestra Committee shall be responsible for facilitating the election process. The election shall be held at the beginning of the season in which a Tour Committee position becomes available. Every effort shall be made to establish representation accurately reflecting the demographics of the Orchestra. Initially those elected shall serve in segments of two and three seasons according to the following formula: Three (3) Orchestra members shall be elected for two years, and two (2) Orchestra members shall be elected for three years. Beginning with the next election, all terms shall be three year terms. In the event that a Musician cannot fulfill the remainder of his/her term, the Orchestra Committee shall appoint a replacement to serve in his/her absence for the duration of that term.

Section 9. Representatives: Association's Board of Directors.

There shall be one (1) tenured Musician elected by the Orchestra who shall serve as a voting member of the Phoenix Symphony Association's Board of Directors. In addition, the President of the Union and the Chair(s) of the Orchestra Committee shall serve in the same capacity as voting members of said Board and, furthermore, as voting members of the Executive Committee of said Board. In the case of Co-Chairs of the Orchestra Committee, the Co-Chairs will represent only one vote on the Executive Committee. These three (3) or four (4) individuals may

be excluded from portions of meetings involving labor/management relations, personnel matters or other issues for which their attendance is inappropriate.

Section 11. - Music Director Search Committee.

There shall be established a Music Director Search Committee for the purpose of seeking, investigating, interviewing, and recommending a Music Director Candidate to the Association's Board of Directors. This Committee shall be activated once it is known that the position of Music Director will become available. This Section shall not limit the Association's right, in its sole discretion, to appoint an Acting Music Director to serve while the search process is ongoing and/or until the term of a new Music Director commences.

(a) The Music Director Search Committee shall consist of five (5) full-time, contracted Musicians chosen by the Musicians. The Chair of the Association's Board of Directors shall appoint the Chair of the Music Director Search Committee, who could be a member of the Board, a member of the community, or a Musician. In addition, there shall be three (3) Board members of the Association on the Committee and one (1) senior staff member.

Section 12. President/CEO Search Committee

On those occasions when the President/CEO position on the staff becomes open, there shall be a Committee comprised of the following: five (5) board members, three (3) musicians and one (1) senior staff member. The purpose of this committee shall be to advise the Association on the hiring of a new President/CEO. Their views shall be seriously considered by the Association. It is understood that the administrative staff position of highest authority may not always be entitled "President/CEO".

Section 13. - Marketing Artistic Advisory Committee

There shall be an Artistic Advisory Committee comprised of the following: four (4) musicians, the Music Director, the Assistant/Associate Conductor, the Marketing Director, the Artistic Administrator, the General Manager and the President and CEO. This committee shall serve in an advisory and consulting role to the Association. It will meet a minimum of four times during the season year to discuss artistic development and related matters of mutual artistic concern to the Association and the Musicians. This Committee is to be free to discuss and consider any and all matters of artistic implication. This Committee will have no authority whatsoever to add to, delete from, modify, amend or otherwise change any terms or conditions of this Agreement.

In addition, there shall be two (2) musicians elected from the above musician Artistic Advisory Committee representatives to serve as representatives to the Board of Directors Artistic Advisory Committee.

Section 14. Benefits Committee.

A Benefits committee shall be established, composed of three (3) musicians, one (1) board member to serve as chair, and one (1) staff member. The purpose of this committee shall be to research and recommend changes to the health, dental, life, and disability insurance programs as specified in Article VIII.

Section 15. Other Committees.

There shall be two (2) Musicians elected by the Orchestra as representatives on every board committee including, but not limited to:

(a) **Board Composition Committee**

(b) **Development Committee**

(c) Finance Committee. The function of the Finance Committee includes overseeing the financial health of the organization, the development of annual budgets, and the monitoring of income and expenses.

Board Composition Committee

(d) Education Committee

(e) Marketing Committee

Each Musician shall be a voting member of the respective committee on which that Musician serves.

Section 16. Artistic Visioning

The Parties shall engage in an artistic visioning process, no less frequently than every five years, with the first such process to commence during the 2016-17 season.

Pittsburgh Symphony Orchestra

Recruitment and Retention Committee

14.2(c)(1) There shall be established a Recruitment and Retention Committee which shall be comprised of four members; two Musicians representing the Orchestra and two persons representing the PSI. The basic purpose of the Recruitment and Retention Committee will be to maintain the artistic excellence of the Orchestra at least to the current level.

14.2(c)(2) Prior to committing orally or in writing to other full time employment, any Musician who is offered a position must meet with the Recruitment and Retention Committee to discuss his/her decision. Such meeting must be held within fourteen calendar days (excluding vacation periods) of the date the PSI actually receives notice from the affected Musician in writing of the offer. Any Musician who commits orally or in writing without first meeting with the Recruitment and Retention Committee shall be deemed to have requested the last vacation week in the then current Season as an unpaid leave of absence. If the PSI grants the request, the net amount not received as compensation by the Musician shall be paid by the PSI into the Instrument Loan Fund. If appropriate notice is given by the affected Musician and a meeting does not occur because the Recruitment and Retention Committee does not meet within such fourteen-day period (excluding vacation periods), the Musician is free to commit.

15. COMMITTEES OF THE ORCHESTRA

Committees

15.1(a) The Committees comprised of Musicians shall be the Orchestra Committee, the Core Committee, the Players Committee, the Tour Committee, the Rotation Committee, the Hall Committee and the Artistic Advisory Committee and such other committees as shall be established by the Musicians from time to time. Except as otherwise provided in this Agreement, the Orchestra Committee shall advise the PSI of the duties of these Committees. Nothing contained in this Article 15 shall pertain to the Audition Teams as established in Article 13.

15.1(b) Any joint Musician/PSI committee or advisory committee shall include one (1) member of the Orchestra Committee selected by the Orchestra Committee.

15.1(c) The PSI shall meet with the Artistic Advisory Committee on a monthly basis to present and discuss the current state of artistic planning, focusing on Mellon Grand Classics concerts, for the forthcoming two (2) seasons.

15.1(d) Musicians shall serve with a minimum of two (2) representatives of the PSOC and a minimum of one (1) orchestra member at large as *ex officio* members of the PSI Board of Trustees, and the Board Executive Committee. Musicians shall not be excluded from any of their meetings, except when personnel issues or collective bargaining negotiation matters are discussed.

Players Committee

15.2(a) The Players Committee shall consist of four Principal Musicians and five other Musicians, each of whom shall have been a member of the Orchestra for not less than three full years.

15.2(b) All questions pertaining to lateness and general deportment of Musicians may be referred to the Players Committee for its consideration, subject, however, to any other provision of this Agreement. In addition, the Players Committee shall consider all matters concerning non-renewal of personal contracts as provided in Article 14 of this Agreement as well as any other matters provided for the Players Committee in this Agreement. In the event that the Personnel Manager finds it necessary to severely reprimand and warn a Musician regarding matters that could result in termination for cause under Section 14.5, such reprimand shall be given in the presence of the Chairman and one member of the Players Committee.

Except as otherwise provided in this Agreement, any decision that cannot be resolved by the Players Committee shall be referred to the Orchestra Committee to be handled pursuant to Section 15.3.

Orchestra Committee

15.3 All questions pertaining to scheduling or schedule changes, interpretation of this Agreement or situations not specifically covered in this Agreement must be referred to the Orchestra Committee for its consideration, subject, however, to any other provision of this Agreement. In addition, the Orchestra Committee shall act as liaison between the Orchestra and the Local. Any decision of the Orchestra Committee shall be subject to the approval of the Executive Board of the Local. Any questions that cannot be resolved by the Orchestra Committee shall be referred to the Executive Board of the Local for adjudication. Any Musician involved in a disagreement with the Music Director or any conductor or associate conductor may refer such disagreement to the Orchestra Committee which shall call such disagreement to the attention of the Managing Director or his/her designee and to the Local Representative. If the dispute cannot be resolved by the Managing Director or his/her designee and the Local Representative, it shall be referred to the Executive Board of the Local. The Orchestra

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Committee will meet with the Managing Director or his/her designee not less than twice per Season, and more often upon the request of either party, to discuss mutual problems.

Tour Committee

15.4 The Tour Committee shall be composed of three Musicians, one of whom must be a member of the Orchestra Committee. The members of the Tour Committee shall serve overlapping terms. The Tour Committee shall jointly plan all tours with representatives of the PSI.

The PSI will, on an ongoing basis, review with the Tour Committee long range tour plans including touring time and destination.

The Musicians will be represented by the Tour Committee which will commit itself to meet as frequently as necessary in order for the process to move forward in a normal manner.

Once the initial long range schedule has been discussed with the Tour Committee, contact will be made with the presenters in the relevant countries.

The presenters' response will be shared with the Tour Committee. The PSI will prepare a preliminary tour budget including sponsorship needs, approximately twenty-four months before departure.

The initial itinerary of the tour will be presented to the Orchestra for a vote recommended jointly by the Tour Committee and the PSI.

If the vote is positive, the process will continue as described herein; if the proposed tour is turned down by the Orchestra, the PSI will have the option to continue with the tour plan based on the contractual provisions in the Trade Agreement.

The PSI will then work on a detailed itinerary, budget, travel arrangements, etc., with continuous input from the Tour Committee. It is understood that the parties will view the process as a collaboration while trying to meet the objectives of the Orchestra and the PSI; the parties should meet approximately once a month up to fifteen months before departure and every two weeks between the period of fifteen to nine months before departure and every week, at least, thereafter.

Puerto Rico Symphony

ARTICULO SEXTO

COMITE ARTISTICO

A) El Comité Artístico estará integrado por:

- a. Director Titular
- b. Director Asociado
- c. Concertino
- d. Un representante de la Sección de Cuerdas
- e. Un representante de la Sección de Vientos Maderas
- f. Un representante de la Sección de Vientos Metales
- g. Un representante de la Sección de Percusión y/o Timpani

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B) Los integrantes del Comité Artístico serán escogidos mediante votación secreta por cada una de sus respectivas secciones por un término de dos (2) años, en el caso de los cuatro (4) representantes. Este Comité se reunirá por lo menos cada tres (3) meses con el Director Titular y se le pagará una dieta de cincuenta dólares (\$50.00) por reunión. El Comité será seleccionado por votación secreta cada nuevo Convenio Colectivo.

C) El Comité Artístico será de calidad consultiva y asesora. Su propósito será el de colaborar conjuntamente con el Director Titular para desarrollar planes artísticos de la Orquesta, tales como:

- a. Sugerir conceptos y temas para la programación.
- b. Recopilar opiniones e ideas de los músicos sobre obras que se deseen tocar, o proyectos que se puedan realizar.
- c. Sugerir nuevos compositores cuyas obras la Orquesta debiera tocar.

Artistic Committee:

- A) Makeup: Head director, Associate director, concertmaster, representative from string section, woodwind section, brass section, and percussion and/or timpani
- B) Chosen by secret ballot from respective section and serve a term of two years. Meet every 3 months and are paid \$50 for every meeting.
- C) Role is to consult. Perform duties including: Relaying musicians' opinion on what projects should be performed; suggesting "concepts and themes" for programs; suggesting new composers and works the orchestra should perform.

Rochester Philharmonic

C. Pension Committee This plan (RPO/RPO Inc.) shall be monitored by a Pension Committee consisting of two (2) persons elected by the Orchestra and two (2) persons specified by the Board of Directors of the RPO, Inc. The persons so elected/specified shall serve for a 3-year term. In the event of a vacancy either side shall elect/specify a replacement delegate to serve the remainder of the 3-year term. The Committee shall elect a fifth (5th) person who will attend all meetings and vote in case of a tie. The Chairperson of the Committee shall be named by the Board of Directors of the RPO, Inc., and he/she shall be responsible for calling meetings of the Committee. The Pension Committee shall meet at least two (2) times each year in the months of November and May.

The Pension Committee shall rule on:

1. Eligibility for benefits;
2. Instruction to the Trustee with respect to payments to plan participants and beneficiaries;
3. Recommendation of amendments as required;
4. The Committee shall be kept advised of the performance of the funds in control of the Trustee and should advise the RPO Inc. if the Committee is in any way dissatisfied with said performance;
5. The performance of the pension fund and carrier must be re-evaluated at least once each three (3) years and a recommendation must be made in writing to the RPO, Inc. whether or not to change carriers.

Amendments to the pension plan which shall have been recommended in writing by the Pension Committee shall become effective after approval in writing by a majority of the full-time members of the Core Orchestra and by a majority of the Board of Directors of the RPO, Inc. In no case shall any amendment deprive a person of a vested interest in the plan without his or her prior consent, nor adversely affect such interest. In no case shall any amendment have the effect of vesting in the RPO, Inc. or the Pension Committee any right, title, or interest in or to any part of any Trust Fund until all liabilities with respect to participants under the plan are fully satisfied.

The decision of a majority of the four (4) members (five in case of a tie) of the Pension Committee shall govern and control, and such decision may be evidenced by written

document signed by such majority members.

No member of the Pension Committee shall incur any individual responsibility or liability for any act taken or suffered to be taken or from any act omitted to be taken by him/her or by any of the other members. Statements of account and acts in pursuance of instructions given by the Pension Committee should be secured at least annually from the Trustees and immediately made available for inspection by any participant.

XI. ARTISTIC ADVISORY COMMITTEE

It is recognized that the parties to an orchestral contract cannot (and, indeed, may not wish to) control each other's actions completely and exactly; but the Orchestra and the RPO, Inc. share their interests in high artistic achievement and good management; that those shared interests can often be served by discussion of the factors leading to decisions which come contractually under the control of the parties and their agents. In light of this, an Artistic Advisory Committee shall be created.

A. Composition

1. **Individual Members** The Committee shall consist of three (3) members chosen by and from the Orchestra; and the Orchestra Manager, the Music Director or Conductor; and one (1) representative of RPO, Inc.

2. **Variability of Composition** It is agreed that the composition of the Committee may be varied from time to time, upon mutual agreement between the parties, depending upon the agenda's topics.

3. **Chairperson** The Chairperson of the Committee shall be chosen by the Committee.

B. Duties of the Committee

1. **Committee's Charge** The Artistic Advisory Committee shall be charged with discussion of management procedure and artistic development. The duties will include, but not be limited to: review guest conductors, artists, and their programs; review repertoire performed to prevent frequent repetition of a piece/program, etc.; review the instrumentation and proposed personnel for the repertoire of planned concerts as to artistic suitability. The role of the committee will be advisory, but Management and the Music Director shall work with the committee in a serious and conscientious effort to enable proper consideration of the merits and implications of members' artistic suggestions on day-to-day as well as long-term matters.

2. **Subjects Not Within Purview of Committee** The Committee shall not discuss nor shall it handle in any manner contracts of individual orchestra members; the contracts of Music Director, Conductor and Orchestra Manager; selection of officers of the RPO, Inc.; and any topic which can be of a personal or confidential nature.

3. **Changes in Artists and/or Repertoire** Changes in artists or repertoire within a previously announced Philharmonics series will require advance notification to the Artistic Advisory Committee.

4. **Written Report** The Committee shall prepare a written report annually to be provided to the Orchestra Committee and the RPO Board. Such report shall contain an evaluation of the past season's programs, conductors, guest artists and management. It shall also contain recommendations for future policies, procedures and artistic determinations with regard to programs, conductors, guest artists and management. The report shall be presented no later than September 15 by the outgoing Committee.

C. **Meetings** A meeting may be called either by the Chairman or by any two (2) members who desire to do so. Notice, if given orally, in person or by telephone, shall be given not less than forty-eight (48) hours before the time of the meeting. If notice is given by mail, it shall be given not less than four (4) days before the meeting. The Committee shall meet with the Music Director and management representatives no less than twice each season to discuss subscription concert repertoire for the upcoming seasons. One of these two meetings shall occur in the first two

months of each season. Management shall make its best efforts to consult with and inform the committee about the development of the concert series. The Committee shall meet with other staff conductors at least once each season to discuss summer, community, education and runoff repertoire for the upcoming seasons. Effective with the 2012-2013 season, Management and Union agree to adhere more closely the letter and spirit of this Section IX, concerning the functioning of the Artistic Advisory Committee with the intent of enhancing the players' advisory role.

Saint Louis Symphony

ARTICLE V: INSURANCE

D. Health and Dental Insurance Committee. During the term of this agreement, the parties agree to have a jointly administered health and dental insurance committee comprised of three (3) Members and three (3) staff members to discuss health and dental insurance issues. Decisions will be based on a majority vote. If there is a tie vote, all services, conditions and deductibles stay the same.

ARTICLE XVI: COMMITTEES OF THE ORCHESTRA

A. Musicians' Council. The Symphony agrees to a Musicians' Council, the members to be elected by a vote of the Members. The size, composition, and governance of the Musicians' Council shall be established by the Members. The purpose of the Musicians' Council is to function as the executive committee of the Orchestra and to relay the Member's opinions and desires to the Symphony and the Union; to return to the Members the responses and requests of the Symphony and the Union; and, to fulfill the committee duties set forth in this Agreement. The Musicians' Council or its designee will perform the functions previously performed by the Orchestra, Music Medicine Advisory, Artistic Advisory and Travel Committees.

1. With the agreement of both parties, the Symphony shall arrange for the continuation of the committee (hereinafter referred to as the "Forum") representing the three (3) major constituencies (Board, Musicians, Administration) for the purposes of open communication regarding the mission and core values of the Saint Louis Symphony, as well as future direction of the orchestra. The Forum will act as an advisory body, and will have access to the same information that is prepared for the Executive Committee of the Board of Directors. The Forum shall be composed of the entire Musicians' Council, the Chairman of the Board, members of the Executive Committee, the Executive Director and selected members of the Senior Staff. The Music Director, members of the Volunteer Association, other Board members, and members of the community may be invited as the subjects to be considered require.

2. The Symphony and the Musicians' Council agree to establish procedures which will allow the Musicians' Council to provide advice and input in a timely fashion in certain areas of the Symphony's decision making.

3. The Council will be represented on any special committees which consider key employment decisions, such as, but not limited to, Music Director and Executive Director. The Council shall have the opportunity to designate representatives to meet with the Chairman of the Board of Directors on a quarterly basis.

4. **The Musicians' Council shall select annually two (2) members of the Council to serve on the Board of Directors, one (1) of whom will be a member of the Finance Committee and one of whom will be a member of the Executive Committee.**

B. Auditions Committee

1. **Membership.** For each set of auditions, there shall be an Auditions Committee which shall consist of nine (9) members and two (2) alternates.

C. Broadcast Tape Evaluation Committee. The Symphony may tape for broadcast any regularly scheduled concert. Level taping prior to broadcasts may be required at certain

rehearsals in order to help ensure the musical quality of such broadcasts. An Evaluation Committee consisting of two (2) Members and one (1) representative of the Symphony shall meet on a timely and regular basis to review the quality of performances recorded for broadcast use. If a majority of the Committee agrees that it is impossible to assemble an edited performance of acceptable quality, the performance under consideration shall be withheld from broadcast.

D. Other Committees. The following committees are also recognized:

1. Pension Committee, which combines the Operations Committee and the Investment Committee, as defined in the Pension Plan Document.

2. Players' Committee as defined in Article XII.B.2(a). p. 51.

3. Community Partnership Task Force, as defined in Article XXI.F, pp. 68-69.

4. Forum Committee, as defined in Article XVI.A.1, p. 56.

5. Health and Dental Insurance Committee, as defined in Article V.D.

E. The Symphony will not appoint any Member to a Committee without the advance written consent of the Musicians' Council.

ARTICLE XXI: COMMUNITY PARTNERSHIP PROGRAM

F. CP Task Force. In recognition of the need to monitor and develop the Community Partnership Program the CP Task Force has been established, and shall have oversight authority over the program. The CP Task Force shall consist of five (5) Members, and five (5) members of the administrative staff of the Orchestra. The selection of the Members as members of the CP Task Force shall be the joint responsibility of Local 2-197, the American Federation of Musicians, and the Members. The CP Task Force shall elect two (2) of its ten (10) members (one (1) Member, and one (1) member of the Staff) as co-chairmen. The CP Task Force shall establish guidelines for the further operation of the CP, and shall monitor the Program continuously during the term of this Contract.

Orchestra of St. Luke's

B.5 COMMITTEE STRUCTURES AND RESPONSIBILITIES

Musician participation in committees is vital to the success of the Society. Due to the year-round nature of the work of many committees, Musicians who volunteer to participate in committee work are expected to make their best efforts to attend meetings throughout the Contract Year.

B.5.1 Artistic Vision Committee

The purpose of the Artistic Vision Committee (AVC) shall be to set the overall artistic direction and strategies of the organization, working within financial parameters established by the Board of Directors of the Society. The AVC shall consist of three Tenured Musicians and two members of management. One Musician member of the AVC, selected by the AVC, shall be a voting member of the Board of Directors and the Executive Committee, which seat may not be transferred to any other Musician. With the exception

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of the Executive Committee, any Musician is welcome to attend any Board or Committee meeting as a non-voting member. It is the intention of the parties that the AVC make its decisions by consensus. In the absence of consensus, the AVC may make decisions by vote of a super majority of four.

The responsibilities of the AVC shall include:

- Programming the concert season
- Selecting conductors and collaborators
- Selecting principal partners
- Selecting guest soloists
- Determining media activities
- Determining and scheduling tours
- Commissioning artistic works
- Overseeing Orchestra solo, ensemble, and chamber music programming and assignments, in consultation with the Artistic Personnel Committee (APC)
- Programming educational activities
- Determining pre- and post-concert activities (ensemble performances, guest speakers, "Fanfares," events at the SPCO Rehearsal Center, etc.)
- Inviting and organizing feedback and observations on rehearsals and concerts
- Soliciting feedback regarding conductors
- Organizing ongoing discussion of the overall structure of the concert season, including, but not limited to, vacation weeks, number of performance weeks, performance venues, and series structure
- Preparing Orchestra position descriptions in accordance with Section D.7.e hereof.

The AVC will work closely with the APC, Artistic Partners, and/or staff in many of the areas listed above, but is ultimately responsible and accountable for making artistic policy decisions. Particularly in selecting Musicians as Orchestra soloists, and in ensemble and chamber music assignments, the AVC will consult closely with the APC.

The Musicians who serve on the AVC shall be selected in the following manner:

Two members selected by the current AVC serving two rotating two-year terms. One member from the waiting list serving a one-year term; from September 15 through September 30 of each season, Musicians may self-identify for service on the AVC.

B.5.2 Artistic Personnel Committee

The Artistic Personnel Committee (APC) shall be responsible for certain personnel aspects of the artistic activities of the Orchestra, and shall consist of three tenured Musicians and two members of management. One Musician member of the APC, selected by the APC, shall be a voting member of the Board of Directors and the Executive Committee, which seat may not be transferred to any other Musician. With the exception of the Executive Committee, any Musician is welcome to attend any Board or Committee meeting as a non-voting member. It is the intention of the parties that the APC make its decisions by consensus. In the absence of consensus, the APC may make decisions by vote of a super majority of four. It is agreed that the Society will create a training program to provide background in Human Resources management and labor and employment law which will be mandatory for service on the APC and ARC and committee members will be credited with two Service credits for attending the training.

- a. The role of this committee is to administer various personnel provisions contained in this Agreement and to take responsibility for the following Orchestra personnel areas:
- Auditions (Section B.5)
 - Tenure (Section B.6)
 - Professional Development (Section B.5.2.b)
 - Leaves of Absence (Section C.6.5)
 - The Dispute/Complaint Resolution Process (not leading to dismissal) (Section B.7.10)

The Musicians who serve on the APC shall be selected in the following manner:

Two members elected by the Orchestra serving rotating two-year terms, one member selected by the current APC.

- b. Professional Development: Subject to availability of funding, the APC will oversee a process of grant requests for Professional Development projects by the Musicians.

B.5.3 Orchestra Committee

A committee shall be elected by the Musicians and shall act in accordance with the Constitution of Orchestra Members, as authorized by the Board of Directors of the Local, but in a manner not to infringe upon the authority of the Board of Directors of the Local. No member of the Orchestra Committee may serve simultaneously as a member of the APC.

One member, chosen by the Orchestra Committee, shall serve as a voting member of the Board of Directors and the Executive Committee, which seat

may not be transferred to any other Musician. With the exception of the Executive Committee, any Musician is welcome to attend any Board or Committee meeting as a non-voting member. The Chair of the Orchestra Committee shall seek a Musician to serve on each standing committee of the Society's Board of Directors as a voting member. Musicians appointed to these positions will make every attempt to attend meetings regularly but the designated Musician may transfer attendance or voting rights to another Musician. The Society shall endeavor to schedule such meetings as to not to conflict with the Orchestra's schedule.

San Antonio Symphony

ARTICLE XXI ORCHESTRA COMMITTEE AND UNION STEWARD

- A. Pursuant to the Constitution and Bylaws of the American Federation of Musicians, an Orchestra Committee may be elected. No member of this Committee shall be dismissed from the Orchestra as a result of the performance of his duties as a member of this Committee.
- B. There will be a Union Steward each season. Election of such Union Steward will take place within two (2) weeks following the first performance of each season, and he will

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take office within two (2) weeks of the election. The Union Steward's duties will be to monitor this Agreement and to ensure that both parties are adhering to the Agreement. No Union Steward may be dismissed as a result of the performance of his duties. If the Union Steward's presence is not required at a service, he will designate an alternate Union Steward for that service.

- C. The Employer shall, for a reasonable charge, make available to the Orchestra Committee its music stands, stand lights and music, if the Orchestra Committee wishes to produce performances which fall outside of the season of the Employer as defined in Article II. If such materials and/or music are provided to the Orchestra Committee, it is understood and agreed that the Union is responsible for damage, loss, theft or repair of any of the materials and/or music so provided and will reimburse the Employer its actual expenses incurred to replace or repair said damaged, lost or stolen item(s) or music. It is further understood and agreed that the Orchestra Committee and/or the Union may not mark on or in any way alter the music (e.g. bowings) so provided by the employer.
- D. Upon written authorization by the individual musicians, Union and Orchestra (including ICSOM and Strike Fund) dues will be deducted from the musician's paychecks and remitted monthly, and not later than ten (10) days following the end of the month.
- E. An Artistic Liaison Committee, consisting of two (2) tenured staff musicians chosen by the Orchestra and two (2) tenured members of the Orchestra Committee designated by it, shall be established to act as liaison between the musicians and the Employer as to artistic matters. Meetings between the Employer and the committee will be held at least quarterly.

The Artistic Liaison Committee will represent the opinions of staff musicians regarding artistic matters of mutual interest, including conductors, programming, and electronic media activity. The committee will express only the opinions of substantial segments of the Orchestra, and will not express individual complaints or grievances.

San Diego Symphony

ARTICLE 14

COMMITTEES AND COMMUNICATIONS

14.1 Orchestra Committee. The contracted members of the Orchestra shall elect an Orchestra Committee by secret ballot. The Employer and the Union recognize that the members of the Orchestra are represented by the Orchestra Committee. The Union shall notify the Employer in writing of the names of the members of the Orchestra Committee and of any changes in its membership. The Employer agrees that the Orchestra Committee shall receive promptly all minutes of meetings and reports of the Board, Executive Committee and Finance Committee. The books of the San Diego Symphony Orchestra Association shall be open for inspection by a

designated financial representative of the Orchestra Committee during reasonable business hours.

14.2 Announcements. The Employer agrees that the Chair of the Orchestra Committee may make announcements to the members of the Orchestra prior to the start of the second half of a rehearsal or at other mutually agreed times.

14.3 Orchestra Committee Present at All Negotiation Meetings. The Employer and the Union agree that at any bargaining sessions or proceedings of any kind to amend this Agreement and/or at any bargaining sessions to replace it at termination, at least three (3) members of the Orchestra Committee must be present for the meeting to proceed.

14.4 Protections for Committee Members. No musician shall have his position in the Orchestra jeopardized because of activities as a member of any committee. No musician shall suffer any discrimination or harassment because of activities as a member of any committee.

14.5 Music Director Search. When filling the position of Music Director, there shall be at least a nationwide search. No appointment of a Music Director shall be made without input from the elected representatives of the Orchestra musicians. The composition of the Music Director Search Committee shall include at least one-third (1/3) representation by Tenured Musicians elected by the Orchestra musicians. All members of the Music Director Search Committee shall have equal voting rights and shall be actively engaged in all search activities.

14.6 Chief Executive Officer Search. No appointment of a Chief Executive Officer (or functional equivalent) shall be made without input from the elected representatives of the Orchestra. Before any appointment of a Chief Executive Officer is made, there shall be a nationwide search for the new Chief Executive Officer.

14.7 Liaison Committee. To facilitate communication with the San Diego Symphony Orchestra Association Board of Directors, the Orchestra will name a Liaison Committee composed of three (3) members: two (2) members from the Orchestra Committee and one (1) elected at large by the Orchestra. The Liaison Committee of the Orchestra and representatives of the Executive Committee shall meet as needed to discuss issues of mutual concern. Either the Executive Committee of the Board of Directors or the Liaison Committee of the Orchestra may request such meetings at any time upon five (5) days' written notice.

14.8 Broadcast Committee. A Broadcast Committee elected by and from the Orchestra shall be consulted in the planning and post-production phases of all media work.

14.9 Scheduling Committee. A Scheduling Committee shall be elected by the Orchestra.

14.10 Tour Committee. A Tour Committee shall be elected by the Orchestra.

14.11 Chamber Music Committee. There shall be a Chamber Music Committee as described in Section 6.21

14.12 Opera Working Conditions Committee. There shall be a joint management/musician Opera Working Conditions Committee, with each party selecting its own representatives.

14.13 Health Insurance Committee. There shall be a joint management/musician Health Insurance Committee, with each party selecting its own representatives.

14.14 Board, Union, Musicians and Management (BUMM) Committee. A committee composed of representatives of the San Diego Symphony Orchestra Association Board of Directors' Executive Committee, the Union, Orchestra musicians (elected by the Orchestra) and the Employer's management (the BUMM Committee) shall meet approximately three (3) times during each contract year to discuss matters of interest and concern.

14.15 Orchestra Personnel Manager. No appointment of an Orchestra Personnel Manager shall be made without input from the elected representatives of the Orchestra, which shall be given great weight.

San Francisco Ballet

40. JOINT COMMITTEES

(A) **Joint Committee:** A Joint Committee shall be established to discuss and resolve specific issues as well as any pertinent issues which arise during the term of this Agreement. This Committee will operate as follows:

- (1) The Joint Committee shall include representatives of the Employer, the Personnel Manager, the Players' Committee, and when requested, an officer or representative of AFM.
- (2) The Joint Committee will meet on a regularly scheduled basis to review issues and concerns relating to terms and conditions of employment or other concerns of the Musicians or the Employer.
- (3) **Work Environment.** The parties shall establish a Joint Committee empowered to address these concerns in a timely, sensitive and considerate manner. Topics can include: Chairs at all venues, sound screens, stand lights, feasibility of custom fitted earplugs provided by HEAR (Hearing Education and Awareness for Rockers).
- (4) The Joint Committee will develop appropriate procedures to prevent problems and address existing issues, and document such resolutions in a binder to serve as future guidance.
- (5) The Joint Committee will meet to discuss ways in which working conditions for supplementary (extra) Musicians can be improved, taking into account the essential nature of their service.

(B) **Committee on Expansion of Employment for Ballet Musicians:** A committee shall be established, composed of members of the Orchestra and/or the Players' Committee, and the Administration, to study the financial and artistic feasibility of expanding employment opportunities for Musicians in the San Francisco Ballet Orchestra, including possible reciprocal employment opportunities with the Opera.

San Francisco Opera

ARTICLE 1

A.2 Orchestra Committee.

The Association further recognizes the Orchestra Committee as the initial body which shall deal with the Association as representative of the Union in all matters concerning the administration of this Agreement, which Committee shall work with the Union in discharging its duties. The Orchestra Committee shall also represent the Orchestra with respect to grievances and the interpretation and administration of this Agreement.

B. ARTISTIC ADVISORY DUTIES OF THE ORCHESTRA COMMITTEE

In addition to the responsibilities outlined in ARTICLE I.A.2, the Orchestra Committee shall have the following duties:

1. Schedule of Meetings.

The Orchestra Committee shall meet at least once during the Fall Season with the Music Director, or, in his absence, the General Director, and at other times throughout the performance year as necessary, for the purpose set forth in paragraph 2. below.

2. Purpose.

The Orchestra Committee shall advise the Music Director and offer criticisms and suggestions on all artistic matters concerning the Orchestra. This will include but not be limited to consultation and planning of future seasons, scheduling of events, repertoire, choice of guest conductors, hiring of in-house conductors, and working conditions. The Orchestra Committee shall meet on a regular basis with the Association to discuss matters pertaining to this Agreement as well as general issues affecting the Orchestra, including but not limited to pit environment, inclusion of Musicians' photos in the program book, inclusion of Musicians' biographical information on the website, provision of pit plots, etc.

3. Music Director.

a. In the event the Company ceases to have a Music Director, the Association and Orchestra Committee shall meet to decide on a member of the artistic staff who shall carry out the responsibilities of the Music Director as set forth in the Agreement.

b. Prior to hiring a new Music Director, the General Director shall share names of conductors under consideration with the Orchestra Committee and shall solicit from the Orchestra Committee names of other possible conductors. The Orchestra Committee shall establish a process for providing feedback from the Orchestra to the General Director in a timely manner, which feedback shall be taken into consideration. When reasonably possible, new Music Director candidates shall have conducted the Orchestra prior to evaluation and final consideration. The final decision for the selection of a new Music Director shall rest solely with the General Director.

San Francisco Symphony

ARTICLE XXIV: ORCHESTRA-MANAGEMENT LIAISON

24.1 Players' Committee There shall be a Players' Committee elected by the Orchestra. The Players' Committee shall confer from time to time with representatives of the Administration upon request of either party for the purpose of discussing mutual problems, simple discipline, maintaining high morale, and in general, maintaining good and sound relations between the Administration and the Musicians. A representative of the Union must be notified and may attend. No action taken as a result of such conference shall be inconsistent with the provisions of this Agreement.

24.2 Auditions Committees As soon as notice of a vacancy occurs, the process of forming the Auditions and Screening Committees shall begin. There shall be an Auditions Committee which shall at all times be composed of ten members for non-Principal auditions and twelve members for Principal auditions selected as follows.

A. Non-Principal Auditions

- 1) Five probationary-year or tenured principals or associate principals or assistant principals designated by the Administration. To a reasonable extent these shall be from the general section where the vacancy occurs.

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B. Principal Auditions

- 1) Five probationary-year or tenured principals or associate principals or assistant principals designated by the Administration. To a reasonable extent these shall be from the general section where the vacancy occurs.
- 2) Five non-titled, tenured Musicians selected by the Players' Committee Chair in consultation with the Players' Committee, who shall be, to a reasonable extent, Musicians of the general section where the vacancy occurs.
- 3) For Principal Wind/Brass/Percussion Auditions: One non-titled, tenured string player selected by the Players' Committee and one titled probationary or tenured string player selected by the Administration.
- 4) For Principal String Auditions: One non-titled, tenured wind/brass/percussion player selected by the Players' Committee and one titled probationary or tenured wind/brass/percussion player selected by the Administration.

The six Musicians designated by the Administration and the six Musicians designated by the Orchestra shall constitute the Auditions Committee for each respective Principal vacancy. Principals of the general section who are in their audition year may attend auditions, but will not be voting members of the Auditions Committee.

The Chairman of the Players' Committee shall notify the Personnel Manager no less than seven days before a scheduled audition of the names of the five tenured Musicians who shall serve as representatives of the Orchestra on the Auditions Committee. Each Musician of the Orchestra shall have the duty to serve on the Auditions Committee if appointed. Attendance at such auditions by such designated Musicians shall be mandatory.

When it is necessary, the Auditions Committee may be increased by alternate members, half of whom shall be principals, associate principals or assistant principals designated by the Administration and the other half of whom shall be non-principal tenured Musicians designated by the Orchestra. The Auditions Committee and alternates shall be divided equally so that Sub-Committees consisting of equal numbers of principals and non-principals may hear preliminary auditions simultaneously. A simple majority of yes votes from an Auditions Sub-committee will be necessary to advance candidates.

In the event of the absence of any members of the Auditions Committee, such positions shall be filled by the Administration from the Orchestra at large. Compensation for service on the Auditions Committee shall be \$170.00 per 4-hour day and \$340.00 per day of over 4 hours in the 2008-09 season; \$178.00 per 4-hour day and \$355.00 per day of over 4 hours in the 2009-10 season; \$187.00 per 4-hour day and \$374.00 per day of over 4 hours in the 2010-11 season and \$196 per 4-hour day and \$393 per day of over 4 hours in the 2011-12 season. For any service over eight hours, compensation will be an additional \$40.00 per hour in the 2008-09 season; \$42.00 per hour in the 2009-10 season; \$44.00 per hour in the 2010-11 season and \$46.00 per hour in the 2011-12 season. Alternates who do not serve will receive compensation in the amount of \$100.00.

24.3 Review Committee The six-person Review Committee shall be drawn from the members of the Auditions Committee, including alternates, whether or not they were present for all or part of said audition. Selection of the Review Committee shall take place once a candidate is hired and shall be comprised of three tenured Musicians elected by the Orchestra and three probationary or tenured Musicians selected by the Administration. Principals of the general section who are in their audition year may attend meetings of the Review Committee, but will not be voting members of the Committee. Each Review Committee will serve for the duration of the tenure process. A Musician may serve on more than one Review Committee simultaneously.

24.4 Re-seating Committee There shall be a Re-seating Committee composed of seven tenured Musicians who shall be duly elected at large by the Orchestra at the commencement of each season. No members of the Players' Committee shall serve as members of the Re-seating Committee. No member of the Re-seating Committee shall act in any case involving his own re-seating. In such case, an alternate shall replace him.

24.5 Non-Renewal Committee There shall be a Non-Renewal Committee composed of ten Musicians and two alternate Musicians as follows: At the beginning of each Regular Season, the Administration will select and the Orchestra will elect twenty names of tenured Orchestra Musicians for a list to be submitted to the other, from which lists the Administration and the Players' Committee Chairman will each select five Musicians plus one alternate. Names appearing on both lists will automatically become members of the Non-Renewal Committee. Service on such Committee by tenured Musicians shall be mandatory.

The list of the Non-Renewal Committee shall be kept in a confidential manner by both the Administration and the Union, and all reasonable effort shall be made by the parties to maintain said list in confidence until the first meeting of the members is convened.

24.6 Musical Advisory Committee There shall be a Musical Advisory Committee of Musicians of the Orchestra to meet from time to time with the Director and other conductors and members of the Administration serving in an advisory capacity to the Administration on musical matters affecting the Orchestra. The purpose of the Committee is to make the best possible use of the Musicians' ideas on day-to-day as well as long-term musical matters. The Committee will gather information and suggestions from the Musicians of the Orchestra but will have an independent function. It will not be required to consult with or report to the Orchestra. Whenever possible, the Administration will give 2 weeks' notice of meetings, solicit agenda items from Committee members and distribute agendas 3 days before meetings.

The Committee shall consist of the Concertmaster, the Chairman of the Players' Committee and eight tenured Musicians selected as follows: The Orchestra shall elect two Musicians of the string section and two Musicians of the wind, brass and percussion sections, including at least one principal Musician and one non-principal Musician. Upon receipt of this list, the Administration shall appoint two Musicians of the string section and two Musicians of the wind, brass and percussion sections, including at least one principal Musician and one non-principal Musician. "Principal" denotes only one first chair Musician in each section. "Non-Principal" denotes any other Musician of the section.

All members other than the Concertmaster and the Chairman of the Players' Committee shall be elected for three-year terms. The Committee will meet at least five times each season. The quorum for such meetings will be six Committee members, including the Players' Committee Chairman or his designate.

24.7 Tour Committee There shall be a Tour Committee of five members, four of said members serving a four-year term. The orchestra will elect one new member each season. One member shall be the chairman of the Players' Committee, and at least three members shall have toured previously with the San Francisco Symphony or another major orchestra. Said Committee will consult on all tours.

Utah Symphony

C. Orchestra Committee. Musicians shall appoint, in accordance with the rules and regulations of the Union, an Orchestra Committee, which shall be the liaison between the Musicians and the Symphony and shall be authorized to advise the Symphony of possible contract violations. The Symphony shall be notified by October 15 of each year of Committee personnel and assignments.

1. **Dues Checkoff.** For each Musician who provides an individual signed authorization, the Symphony will deduct standard dues and uniform assessments from the Musician's pay and remit all such monies as follows:

- a. All work dues directly to the Union;
- b. All other assessments directly to the Orchestra Committee.

An authorization so made by a Musician is valid for the term of this Agreement or until it is revoked in writing by the Musician and presented to the Symphony.

D. Artistic Advisory Committee. The Musicians, in accordance with the Orchestra Committee's Bylaws, shall select an Artistic Advisory Committee. This committee shall meet with the Symphony as necessary to advise the Symphony on matters of artistic concern to the Musicians. The Committee shall meet with the Symphony by February 1 of each year to discuss the artistic impact of the schedule for the upcoming Season.

E. Standing Audition Committee (SAC). The SAC will be comprised of two Tenured Musicians

from the string/harp sections, one Tenured Musician from the woodwind section, one Tenured Musician from the combined brass (including horns), timpani, and percussion sections, and one (or more if the SAC deems necessary) additional Tenured Alternate Musician (from any or each section). Additionally, the Orchestra Committee will appoint a member of the Orchestra Committee to act as SAC Chair.

F. Travel and Schedule Committee. The Travel and Schedule Committee will be responsible for the review of all aspects of travel and scheduling that involve the Musicians. It will be comprised of one member of the Orchestra Committee, and two Tenured Musicians appointed by the Orchestra Committee. It will be responsible for the review of all aspects of travel and scheduling that involve the Musicians in Articles 13 and 14 of this Agreement. It is understood that the Travel and Schedule Committee is an arm of the Orchestra Committee, and as such it is

the Orchestra Committee who will review and finalize all travel plans.

G. Appeals Committee. The Appeals Committee will consist of seven Tenured Musicians and the Music Director, and will perform functions as assigned to it in Article 9 of this Agreement.

H. Board Representation. Two Tenured Musicians shall serve as voting members of the Symphony's Board of Trustees and the Board's Executive Committee. They shall be elected for these positions in accordance with the Orchestra Committee's Bylaws.

1. Conflict of Interest. Under the terms of this Agreement, two Tenured Musicians shall be elected by the Musicians to serve as members of the Symphony Board of Trustees and its Executive Committee. Additionally, individual Musicians also serve as members of other Symphony standing committees. Two non-Musician members of the Symphony's Board of Trustees serve as ex-officio members of the Musicians' Orchestra Committee. Both parties to this Agreement believe that such involvement on various committees is beneficial to the Symphony and is helpful in implementing the goals of this Agreement. However, both parties also recognize that, on occasion, such involvement creates potential conflicts of interest.

Accordingly, the members of the committees shall comply with the following procedures:

a. If the Musicians' Orchestra Committee desires to discuss internal issues or the Union's position regarding a pending or potential grievance, the two ex-officio, non-Musician members of the Orchestra Committee shall be advised that the Musicians desire an executive session and shall excuse the non-Musician members from the meeting.

b. If the Symphony's Board of Trustees, Executive Committee, or any of its standing committees desires to discuss issues involving the wages, hours, and working conditions of the Musicians as covered under this Agreement; or other matters pertaining to this Agreement, collective bargaining or grievance or issue resolution involving Musicians of this Agreement; or confidential personnel matters including individual compensation of executive staff that don't require a board vote, the Musician members of these committees will be advised and excuse themselves from the meeting.

Virginia Symphony

VIRGINIA SYMPHONY ORCHESTRA
MASTER AGREEMENT 2015-2017

ARTICLE 19: COMMITTEES OF THE ORCHESTRA: UNION STEWARD

- 19.1 It is agreed by the parties hereto that there shall be an Orchestra Committee, elected by a majority of the Musicians. The function of the Committee shall be to act as a liaison body between the members of the Orchestra (Musicians), the Symphony, the Union, and the Music Director, and shall have other such functions as may be assigned by the parties elsewhere in this Agreement. The Union will provide the Symphony with a list of orchestra committee members at the beginning of each season.
- 19.2 A Musician or Union representative, who is asked to meet with a representative of the Symphony is entitled to request the presence of a member of the Orchestra Committee or another member of the Orchestra or other third party of his or her own choosing at that meeting. Likewise, a representative of the Symphony is entitled to the presence of a member of the Board of the Symphony or other third party of his or her own choosing when requested to meet with a Musician or the Union representative.
- 19.3 No vote shall be taken of the Musicians of the Symphony without the advance knowledge of the Orchestra Committee. The results of any vote taken in violation of this provision shall not be binding on any Musician or the Symphony. Either the Symphony or the Orchestra Committee or the Union may demand that the method of voting be by secret ballot. All voting will be conducted by the Orchestra Committee and the results determined by a majority of the Musicians shall be binding upon all Musicians and the Symphony, provided, however, that the questions submitted shall not be contrary to the provisions of this Agreement. Any vote taken for the purpose of ratification, or any extension, amendment to, or replacement of this Agreement or any other contract or agreement between the Symphony and the Union must also comply with the provisions of Article 20.
- 19.4 Two (2) members of the Orchestra shall be elected by a majority of the orchestra to serve on the Board of Directors and will have full voting rights.
- 19.5 Musicians shall participate in committees of the Board of Directors, the names of which will change from time to time, but which will include a programming/artistic advisory committee. A list of committees and members will be forwarded to the Orchestra each year through the Orchestra Committee.
- 19.6 The Musicians shall elect or appoint four (4) Musicians, with rights of renewal, to serve on the CEP Task Force (Article 12). The Musicians may elect or appoint an Electronic Media Committee (see Article 14.2). In the absence of a designated EMC, the Orchestra Committee shall serve in that capacity.
- 19.7 No member of any committee shall have his or her position in the Orchestra jeopardized because of his or her activities as a member of any Committee nor shall there be any form of discrimination or harassment.
- 19.8 The Symphony Board of Directors will provide to the Musicians a briefing on the financial status and projections of the Symphony to the extent that such information can be provided without jeopardizing strategic plans of the Symphony. These briefings shall occur at least once between September 1 and December 31 and at least once between January 1 and June 15 of each season.

VIRGINIA SYMPHONY ORCHESTRA
MASTER AGREEMENT 2015-2017

- 19.9 The Orchestra Committee shall be provided with a complete listing of the composition of the Board of Directors and the advisory committees (Musicians, Staff and Board). All information regarding changes or updates that occur during the season will be given to the Orchestra Committee.
- 19.10 There shall be appointed by the President of the Union with the advice and consent of the Orchestra Committee a Union Steward for the Symphony. The Union Steward(s) shall be a member in good standing of the Union and shall be a member of the Orchestra.
- 19.11 The Union Steward(s) shall protect the interests of the members of the Orchestra as set forth in this Agreement. The Union Steward(s) shall be the official timekeeper for the Union and shall aid in conducting auditions and elections within the Orchestra, and any other duties specified in this Agreement.
- 19.12 In recognition of the vital role of Musicians in selecting a new Music Director, at least one half of the members of any committee formed by the Board of Directors for the purposes of selecting a Music Director will be contracted Musicians elected by the Orchestra.