

**FLAGSTAFF SYMPHONY ASSOCIATION  
MUSICIANS' CONDITIONS OF EMPLOYMENT**

**Approved May 26, 2020**

**Reviewed by the Executive Director, Music Director, Orchestra Musicians (through the Orchestra Committee),  
and Governance Committee**

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The Flagstaff Symphony Association ("the Association") offers exemplary musical programs that expand and respond to the cultural interests of Northern Arizona. To this end, the Flagstaff Symphony Association employs the Flagstaff Symphony Orchestra Musicians ("Musicians") on a part-time basis. Musicians shall abide by this policy; the Association Executive Director, in conjunction with the Music Director, shall administer it.

To accomplish the musical goals of the organization, all parties shall maintain a spirit of collegiality and collaboration in their interactions.

This document intends to stipulate the roles, responsibilities, practices, and procedures presented by the Board of Directors ("Board") of the Association to the contract and temporary Orchestra Musicians at the time of their employment.

## 1.0. ORCHESTRA

The Orchestra of the Flagstaff Symphony Association shall maintain the highest standards of professionalism.

### 1.1. Preparedness

1.1.1. Musicians shall arrive at the first rehearsal with knowledge of the pieces to be performed through the prior practice of notes, rhythms, and styles, augmented if needed by the study of recordings and background material. Music should be picked up no later than two weeks prior to the first rehearsal.

### 1.2. Protocol.

1.2.1. Promptness. Musicians shall be seated with instruments ready to play five minutes before the scheduled start time of each service. Any business or announcements may happen within the timeframe of the service.

1.2.2. Lines of Communication. The Music Director has the final say in all artistic matters. Professional protocol asks that Musicians support their immediate leaders (section players their Principals, Principals the Concertmaster, Concertmaster, the Music Director) and communicate questions and comments through them.

**The official form of communication is email. It is the responsibility of the individual musician to remain current and responsive to email communications.**

1.2.3. Conduct. All musicians should maintain high standards for artistic excellence at the level expected of a member of a professional Orchestra, treat all colleagues in a civil and respectful manner, and maintain a professional and collegial demeanor during all services.

1.2.4. Recording Devices and Cell phones. No recordings can be made on stage during rehearsals or performances unless authorized by the Association. During rehearsals, musicians can bring cellphones on stage and use them for non- recording purposes during movements in which they are not involved, but they must always be used in silent mode. Cell phones are not allowed on stage during performances.

1.2.5. Appearance. Musicians represent the Association during all services. At all concert performances, Musicians shall wear appropriate attire as outlined in Section 10. At rehearsals and additional services scheduled by the Association, Musicians shall maintain a reasonable standard of attire and stage presence.

1.2.6. Musicians who do not adhere to the above protocol are subject to the procedures outlined in Section 13.

## 2.0. ROLES AND RESPONSIBILITIES

2.1. **Music Director.** The Association assigns ultimate responsibility and authority for the artistic quality of the Orchestra to the Music Director.

2.2. **Executive Director.** The Executive Director is the administrative head of the organization and working with the Music Director shall ensure the conditions of this policy are met, particularly logistical and contractual matters.

### 2.3. Orchestra Committee

2.3.1. The Orchestra Committee is the elected representative body of the Orchestra that maintains communication with the Music Director, Executive Director, and Board of Directors ("Board"). It can present ideas for the artistic improvement of the Orchestra or the procedures and practices established for its operation. It can also present concerns and issues that arise.

2.3.2. The Orchestra Committee shall direct any ideas or concerns about Orchestra operations to the Music Director. Ideas for improvement of or concerns about the operations of the Association shall be directed to the Executive Director. Concerns about the Music Director or Executive Director shall be brought to the Board President.

While the Orchestra Committee is an essential forum for bringing forth ideas to improve artistic performance or Orchestra operations, its role in disciplinary and grievance processes is more circumscribed. Accordingly, concerns about the expected standards of professionalism of Musicians shall be handled according to the procedures outlined in Section 13 (Procedures for Addressing Professional Expectations). Musician grievances (beyond musical competency and professional behavior) that involve fellow musicians, or any other individuals need to follow the procedures outlined in Section 14 (Procedures for Addressing Grievances and Whistleblower Concerns).

2.3.3. At the beginning of each new season, the Orchestra shall elect five contracted Musicians to this committee. Four members of the committee shall serve three-year, staggered terms. One member shall be a student representative who shall serve a one-year term. Terms shall begin on September 1 and continue through August 31. Monthly meetings with the Music Director, Executive Director, and other applicable administration may occur as needed.

2.3.4. The Orchestra Committee shall elect a chairperson who has held a contract position with the Orchestra for at least two consecutive years. The chairperson shall arrange committee meetings as needed and lead the agenda during meetings. The chairperson, or his/her designee, is also a voting member of the Association's Board of Directors and is responsible for attending monthly Board meetings and reporting to the Orchestra at large.

#### **2.4. Personnel Manager**

2.4.1. The Personnel Manager is an administrative staff member and performs the tasks delineated. He/she reports to the Executive Director.

2.4.2. In consultation with the Music Director, the Personnel Manager recommends for hire by the Executive Director 1) contract Musicians, and 2) extra players after following the established list created per Section 8.4.

2.4.3. The Personnel Manager must be present at all services and shall oversee stage setup and site conditions, assist guest conductors when needed, confirm Orchestra schedules, announce schedule changes, and maintain attendance records. He/she will also track sick leave taken to report the same to the Association's Operations and Office Manager so that it can be included in paychecks per requirements of the Fair Wages and Healthy Families Act.

2.4.4. The Personnel Manager shall announce to Musicians a five-minute call time before return from a break at rehearsals and, once venue staff has indicated their readiness to proceed, before performance starting times. 2.4.5. The Personnel Manager shall keep time during rehearsals to include breaks and end times and is responsible for enforcing these times per Section 4.2 of this policy.

2.4.6. The Personnel Manager shall be responsible for reminding Musicians of their need to comply with these conditions of employment, including dress code infractions. Repeated infractions shall be handled in accordance with Section 13.

#### **2.5. Librarian**

2.5.1. The Librarian is an administrative staff member and performs the tasks delineated. He/she reports to the Executive Director. See Section 9 for further explanation of the Librarian's roles and responsibilities.

### **3.0 TERMS OF CONTRACT**

3.1. Contracts shall be issued for all musical performances during the entire fiscal year. Any additional services will be contracted separately. Contract players will be given priority for additional services added by the Association but are not obligated to accept these additional services. Contracts shall specify player status and any conditional terms of membership. A Musician without a service contract shall not be engaged when a Musician under a service contract is available and qualified for a position or vacancy.

3.2. Following a successful audition, new Section members shall be evaluated after completion of both their first and second full seasons by the Section Principal in conjunction with the Music Director. If approved after their second full season, such members shall have priority in contracts each consecutive year.

Student Musicians need to audition both before their first and second years. After completion of both their first and second full seasons, they shall be evaluated by the Section Principal in conjunction with the Music Director. If approved after their second full season, such members shall have priority in contracts each consecutive year.

3.3. Continuing Musicians shall be offered a contract no later than June 1. New Musicians shall be offered a contract no later than September 10.

3.4. All continuing Musicians shall return signed contracts no later than July 15. New Musicians shall return contracts no later than five days after a contract is offered. Vacancies shall be declared for any position for which the Association has not received a contract by the required date.

3.5. Musicians under contract shall be listed on the Association's website.

3.6. If the Board deems that financial exigency, an act of God, or other circumstances beyond the control of the Association requires cancellation of services (either rehearsal or performance), the Association's contractual obligations shall be null and void for the affected services only.

3.7. Leave of Absence. Contract Musicians may request a one season leave of absence. This request must be submitted to the Music Director, copied to the Personnel Manager, and forwarded to the Executive Director. If granted, the Executive Director will prepare documents reflecting the length and dates of the leave and the securement of the musician's position in the Orchestra. Beyond a one season leave, however, a Musician will be required to re-audition for the organization, assuming a vacancy exists.

3.8. A Musician may terminate his/her contract any time during the season with a thirty-day written notice submitted to the Executive Director.

#### 4.0. SERVICES

4.1. A "service" is participation by a Musician at any engagement (rehearsal, -- performance, or special event) on behalf of the Association.

4.2. A rehearsal service shall not exceed 2 1/2 hours and shall include a break of at least 15 minutes to occur no later than 90 minutes into rehearsal. Musicians are required to be present in their seats 5 minutes before the start of rehearsal time, as a matter of professional expectation.

4.3. A concert service begins at curtain. However, Musicians are required to be present in the hall 15 minutes to curtain as a matter of professional expectations. Concert services may exceed 2 ½ hours only with the approval of the Orchestra Committee obtained no less than one week (7 days) before the beginning of the concert cycle. In the event of an emergency, an act of God, or other circumstances beyond the control of the Association, the performance may be delayed for up to one hour without additional compensation to the Musicians.

4.4. Overtime service shall be compensated as far in advance as possible, preferably no later than the rehearsal preceding the rehearsal in which the overtime is to occur. The standard overtime is 30 minutes, starting with a 5-minute break followed by 25 minutes of rehearsal. Overtime is compensated at 1.5 times the normal rate. The Music Director may, with approval of the Executive Director, call an emergency rehearsal to meet required artistic standards. Attendance at preannounced overtime rehearsals is mandatory.

#### 4.5. Service Schedule

4.5.1. The Personnel Manager shall make every effort to secure needed Musicians before the start of the season.

4.5.2. Services listed as tentative on the season schedule or added during the season shall be confirmed or canceled by the Executive Director or appointee, and all Musicians affected shall be notified at least 30 days prior to the first service of performance sequences.

4.5.3. Rehearsal and performance schedules shall be coordinated with performance venues, community arts calendars, public school holidays, and legal holidays. The Association will make every effort to avoid scheduling rehearsals and concerts on major religious holidays.

#### 5.0. VENUES

5.1. The stage shall be completely set with chairs, stands, and risers at least 30 minutes before each service. Individual requests for specific time and performance or warm-up needs on stage may be arranged on an as-needed basis directly with Association management and Ardrey Memorial Auditorium stage personnel.

5.2. At least 60% stage lighting shall be provided at least 60 minutes before each service. Full performance lighting shall be provided at least 30 minutes before each service.

5.3. Every attempt shall be made to provide adequate backstage safety lighting before, during, and after each service.

5.4. Adequate shelter and lighting (if needed) shall be provided for Musicians and their instruments at outdoor venues, without exposure to precipitation or direct sunlight. The Association shall request that temperatures for indoor venues be between 65° and 75°F during services. For outdoor venues, temperatures shall not be less than 65°F. If a musician feels it would be detrimental to his/her instrument to play in an extreme temperature situation he/she should discuss their concern with the Personnel Manager. There will be adequate physical space, spatial distance, and sightlines for Musicians to perform properly.

5.5. Ear-plug hearing protection devices shall be provided to those Musicians who desire them.

5.6. There shall be a solid safety strip attached to the rear of all platform performance areas of any height. Stage safety railings shall be placed behind platform performance areas 24 inches or more in height.

5.7. There shall be adequate security for the backstage area and dressing rooms during all rehearsals and concerts. Musicians' private property will be secured in designated areas.

5.8. The backstage area and dressing rooms shall be off-limits to all non-performers other than personnel performing official Association duties during rehearsals and performances. Exceptions can only be made by the Executive Director.

5.9. At least six tables or equivalent for instrument storage shall be provided in the backstage area at all services. Extension cords, stand lights, clothespins, and related equipment shall be provided when needed. Water, offstage chairs, and bathrooms shall be available for all performers.

5.10. Ardrey policy is that no food or beverage other than water is allowed backstage, on stage, or in the auditorium.

5.11. A "run out" is any service located more than a 20-mile radius from Flagstaff City Hall.

5.12. Transportation shall be provided for percussion instruments and equipment (such as music stands and electric keyboards), to locations outside Ardrey. Cartage compensation may be provided in the absence of transportation options.

5.13. For all contracted outside services, the Association shall make reasonable effort to ensure all the above conditions are met.

## 6.0. COMPENSATION

6.1. A Musician's contract may be as Concertmaster, Assistant Concertmaster, Principal, or Section.

6.2. Pay per service shall be determined annually by the Association. The current rates are \$110.52 (Concertmaster), \$55.25 (Assistant Concertmaster and Principal) and \$42.98 (Section).

6.2.1. Compensation for bowings shall be paid to string Principals once per season in the amount of three services at the principals' rate.

6.2.2. Musicians required to double --- as determined on a case-by-case basis -- shall be compensated one extra service per concert cycle.

6.3. Run-out services shall be compensated at the regular service rate plus one additional service.

6.4. Compensation for recordings sold for public distribution shall be handled by a separate agreement.

6.5. The Association shall pay Musicians at the final service of a cycle of bowings, rehearsals, and performance(s) a check for the full amount owed.

6.6. The Association will report earnings to appropriate state and federal agencies and withhold applicable taxes.

6.7. The Association will provide two complimentary vouchers per concert, except for the Nutcracker, redeemable for a concert tickets, pending availability, to each musician who is on an annual contract. Musicians will receive a 50% discount on tickets to the evening performances of the Nutcracker, by request. Except for the Nutcracker, Musicians not on annual contract may request one complimentary voucher for each concert they perform.

## 7.0. AUDITIONS

7.1. Live auditions shall be announced and scheduled by the Personnel Manager in consultation with the Music Director. Open auditions for Musicians shall be held prior to each season.

7.2. Audition requirements shall be determined by the Music Director and appropriate principals. They shall be announced and publicized no less than one month prior to the scheduled date of the audition. All rounds of live auditions shall be held behind a screen.

7.3. An Audition Committee, drawn from the principal players or their designees in the instrumental family (strings, woodwinds, brass, percussion, keyboard) that is auditioning, shall assist the Music Director. All principals/designees of the instrumental family must be invited to the auditions. A minimum of one and a maximum of five from the instrumental family and the Music Director must be present for the auditions. Principal players/designees who attend auditions will be paid the principal rate for one service for the first four hours and \$15 per hour for auditions exceeding four hours in length. The role of the Audition Committee shall be to evaluate, rank, and recommend the audition candidates to the Music Director, who shall have full authority in the hiring decision. In the case of divergent opinions, the Music Director shall meet with the Audition Committee to explain his or her rationale.



7.4. Auditioning musicians shall not speak during auditions and shall wear soft-soled shoes. They will be assigned a number by which they will be known to the Audition Committee through all rounds of the audition. Communication will be through the audition proctor, who will remain in the audition room at all times. Sheet music will be available. Results usually will immediately follow the auditions, but in some cases, further consideration may be necessary. No exceptions to the audition procedures may be made without the approval of the Executive Director.

7.5. Ad hoc auditions may be held whenever there are vacancies during the concert season. A musician selected through the ad hoc audition process will receive a contract only for the remainder of that season.

#### 8.0. SEATING ASSIGNMENTS

8.1. Seating shall be determined by the Music Director in consultation with the Section Principal.

8.2. Seating shall be determined three weeks before the first rehearsal of a concert cycle.

8.3. When a substitute musician is required for Concertmaster, Assistant Concertmaster, or Principal, incumbent members of the Section shall be considered first substitutes.

8.4. A list of extra Musicians shall be established through consultation with the Music Director and Section Principal. The final decision of inclusion on the substitute or extra list is at the sole discretion of the Music Director in consultation with the appropriate Principals.

#### 9.0. MUSIC

9.1. Except for music that must be rented, or has been delayed by the publisher, composer, or presenting agent, all other music shall be distributed to the Concertmaster and String Principals six weeks prior to the first rehearsal of a concert cycle. The Concertmaster and all String Principals shall have all music bowed and returned to the Librarian at least four weeks before the first rehearsal. The Librarian shall be responsible for the duplication of bowings.

9.2. The Librarian will make every effort to make music available to all orchestra members two weeks before the first rehearsal of a scheduled performance.

9.3. The Librarian will also be responsible for collecting the music after use.

9.4. The cost of lost music shall be deducted from the responsible musician's next paycheck at a rate of \$25 per part.

## 10.0. PERFORMANCE DRESS

### 10.1. Subscription series concerts

Women: Solid black skirts/dresses/full dress pants — ankle to floor length. Leggings may not be substituted for full dress pants. Solid black blouses/tops or white blouses/tops for some Pops programs, which are over the elbow or long-sleeved. No low-cut blouses, sneakers, or jeans.

Black dress shoes with black hose or black socks.

Men: Black tuxedo, white shirt, black bow tie, black dress shoes, and solid black socks. No sneakers or jeans.

### 10.2. Nutcracker ("Pit" concerts)

Women: Solid black skirts/dresses/full dress pants — ankle to floor length. Solid black blouses/tops which are over the elbow or long-sleeved. No low-cut blouses, sneakers, or jeans. Black dress shoes with black hose or black socks.

Men: Black dress pants, black shirt, black dress shoes, and solid black socks. No tie necessary. No jeans or sneakers.

### 10.3. Summer dress

Women: Solid black skirts/dress/full dress pants; black dress shoes or dress sandals; white top full length, over the elbow, short, or cap sleeves. No sleeveless or low-cut blouses. Hose not required. Men: Black dress pants, white shirt, black dress shoes, and solid black socks. No tie necessary.

### 10.4. Specialty Concerts (such as Fourth of July, Halloween)

Thematic dress to be determined by Music Director and Executive Director

10.5. Musicians should refrain from wearing cologne, perfume, fragrant hair products, lotions, or other items that emit a strong odor during any contracted service.

10.6. For run outs and other Association engagements, the dress code shall be determined by the Music Director, or Executive Director no later than the first rehearsal.

10.7. Any exceptions to dress policies must be approved in advance by the Music Director and Personnel Manager.

## 11. ABSENCES, ILLNESSES, AND EMERGENCIES

11.1. Excused absences, other than illness or emergency, must be requested in writing or email to the Personnel Manager no later than two weeks before the scheduled service. Substitutes will be hired in order as designated on the appropriate substitute musician list created per Section 8.4 of this policy. Any Musician who wishes to use earned paid sick time should refer to the Arizona Fair Wages and Healthy Families Act and Section 11.8.

11.2. An absence shall be considered not excused if the musician fails to notify the Association before the start of service or if the request is denied.

11.3. In the event of an absence due to illness, emergency, or other contingency beyond the musician's control, the musician shall make every effort to notify his or her Principal and the Personnel Manager prior to the commencement of the service.

11.4. Any absence shall result in non-payment for that service.

11.5. Musicians shall ensure their printed music is present at any rehearsal or performance they cannot attend.

11.6. Dress rehearsals are mandatory rehearsals.

11.7. Musicians who are chronically absent or tardy are subject to disciplinary procedures as outlined in Section 13. Chronic absence is defined as missing more than three scheduled rehearsals in a season. Chronic tardiness is defined as not being seated at the scheduled start time for more than three services in a season. The Personnel Manager will document such instances.

11.8. At the commencement of their employment, the Association will notify Musicians of their rights to earned paid sick leave per the Fair Wages and Healthy Families Act (A.R.S. 5 23-373(B)).

11.8.1. Sick leave is accrued at the rate of 1 hour for every 30 hours worked.

11.8.2. Sick leave may be used for the employee or his/her family members for medical care or physical illness, injury, or health conditions, a public health emergency, or absence due to domestic violence, sexual violence, abuse, or stalking.

11.8.3. A request to use earned paid sick time may be made orally, in writing, by electronic means, or by any other means acceptable to the Association. When possible, the request to use earned paid sick time must include the expected duration of the absence.

11.8.4. No retaliation will be taken against Musicians who request, or use earned paid sick time, assist another person in doing so, or inform another person of their rights under the Act.

11.8.5. Each musician has the right to file a complaint with the Arizona Industrial Commission if earned paid sick time is denied by the Association or the Musician is subjected to retaliation for requesting or taking earned paid sick time. (Arizona Industrial Commission: [www.azica.gov](http://www.azica.gov); 602- 5424411; 800 West Washington, Phoenix 85007).

11.8.6. The Association will provide Musicians either in or on an attachment to his/her regular paycheck: (1) the amount of earned paid sick time available to the musician; (2) The amount of earned paid sick time taken by the musician to date in the year; and (3) the amount of pay the musician has received as earned paid sick time.

## 12.0. RECORDINGS

12.1. The Association is the copyright holder of all audio or video recordings of a rehearsal or performance.

12.2. The Association shall have the right to record all Orchestra performances and/or rehearsals for archival purposes. A Musician may request a copy of the performance recording, which may be purchased from the Association for private use only.

12.3. Broadcasts will observe all applicable copyright rights, licensing laws, and rights to royalty payments held by orchestral Musicians, soloists, composers, or choreographers.

12.4. The Association shall have the right to issue commercial recordings of the Orchestra, sold for public distribution, under a separate agreement with the outside entity(ies).

12.5. Any video recordings of Nutcracker performances authorized by the Association shall be available for purchase by performers and their families for private use only.

12.6. It is the right of the Association, in consultation with the Music Director, to use live video and still images on social media for promotional purposes.

12.7. No other recordings or uses may be authorized without the advance agreement of the Orchestra Committee.

### 13.0. PROCEDURES FOR ADDRESSING PROFESSIONAL EXPECTATIONS

13.1. The Association observes the following procedures when Musicians fail to meet expected standards of professionalism, whether musical competence or behavior. Concerns that are raised by individuals other than the Personnel Manager or Music Director may be submitted in writing either to the Personnel Manager (who will refer the matter to the Executive Director and Music Director) or directly to the Music Director and/or Executive Director. Concerns may be anonymous. A person filing a non-anonymous concern shall only be notified that the concern has been received and will be addressed.

Although personnel matters are confidential, written documentation regarding any followed procedures is prepared by the Music Director and submitted to the Executive Director for filing in the musician's personnel file that is maintained by the Association. This is to ensure proper documentation is recorded regarding all concerns.

Resolution of the matter at any point in the process obviates the need to proceed any further.

13.1.1. Initial Attempt at Resolution. The Music Director, when appropriate, may approach the Section Principal about a concern within the Section, which the Principal shall make a first attempt to resolve privately. If the situation is not resolved, the Music Director shall give the musician a verbal warning that addresses the specific issue. If the concern involves the Principal, the Music Director may approach the Principal directly and discuss the concern. Such discussions are to occur offstage and outside the timeframe of a service. The Music Director shall provide documentation of these interactions within one week.

13.1.2. Written Documentation. If the initial attempt at resolution is unsuccessful, the Music Director shall provide the musician written documentation that addresses the specific action, including expected corrective actions and timeline for improvement.

13.1.3. Meeting with Music Director. The musician having received written documentation may request, within five days, a meeting in person or by phone conference with the Music Director, which shall be granted. The musician shall have the opportunity to have a representative of his/her choice at this meeting. The Music Director's report of such meeting along with any materials provided by the musician

within a week following the meeting shall be filed within two weeks.

13.1.4. Assessing Standards of Professional Expectations. If the concern involves issues of behavior, the musician may be given another chance with an expected deadline to conform to policy or other agreed-upon conditions. If the concern involves the musical competency of a Section player, the Music Director in consultation with the Section Principal shall decide on a performance evaluation before the Music Director and appropriate Principal to demonstrate competence, or an assessment through an additional concert cycle, or a combination of both. If the concern involves the musical competency of a Principal, the Music Director shall decide on a performance evaluation before the Music Director and Principals of related sections to demonstrate competence, or by assessment through a concert cycle, or a combination of both. The Music Director shall submit a written summary of the evaluation(s) to be delivered to the musician within one week. Following receipt of the summary, the musician has one week to submit a response to the report for consideration by the Music Director.

13.1.5. Notification of Decision. The Music Director, after reviewing all evidence, including the musician's response, shall have final authority to proceed with retention or dismissal from the Orchestra, or removal as Principal. The Music Director will inform the Executive Director in writing of his/her decision within one week of receiving any response from the musician. Written notification of the Music Director's decision shall be delivered by the Executive Director to the musician via certified mail to his/her last known address.

13.2. At the point of dismissal or removal as Principal, all existing contracts between the musician and the Association shall be null and void.

#### 14.0. PROCEDURES FOR ADDRESSING GRIEVANCES, HARASSMENT, AND WHISTLEBLOWER CONCERNS

This Section describes procedures for reporting and handling grievances on all matters beyond professional expectations related to musical competency and behavior.

14.1. If a Musician has a grievance involving another Musician, those concerns should be expressed first to the Music Director. At his/her discretion, the Orchestra Committee might be asked to assist in resolving the issue.

14.2. If the grievance involves staff or volunteers, the complaint goes through the Music Director to the Executive Director who, at his/her discretion, may ask the Board's Executive Committee to assist in resolving the issue. If it involves either the Music Director or the Executive Director, the grievance would be filed with the Board President, who shall take it to the Board's Executive Committee for possible resolution. If the grievance involves the Board's President, it would first be filed with the chair of the Board's Audit Subcommittee for resolution by that committee.

14.3. The aggrieved musician must submit a written grievance in writing within 30 days of the incident. The person receiving the grievance shall acknowledge receipt within five business days. Under normal circumstances, resolution of the reported grievance shall take no longer than 30 days from the date the written grievance was filed. A follow-up report will be provided to the complainant for complete closure.

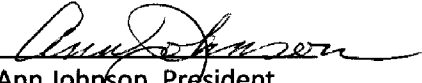
14.4. Complaints involving harassment, including sexual harassment, shall be resolved according to the Association's *General & Sexual Harassment Policy*. If a complaint alleges a) suspected violation of any law or regulation governing Association operations, b) questionable or improper accounting or auditing practices, or c) violations and suspected violations of ethical standards, the complaint once received is subsequently referred to the chair of the Board's Audit Subcommittee for the committee's investigation under the Association's *Whistleblower Protection Policy and Procedures for Handling Whistleblower Complaints*. If a grievance falls under the above categories and is treated as a whistleblower complaint, appropriate corrective actions are recommended to the Association's Board of Directors.

14.5. It is against the values of the Association and against the law to retaliate against anyone who in good faith reports an ethical violation or suspected violation of the law. Likewise, any allegations that prove to have been maliciously or knowingly to be false are a serious disciplinary offense and may result in disciplinary action, including termination of employment.

#### 15.0. REVISIONS AND APPROVAL

15.1. This document shall be reviewed annually by the Executive Director, Music Director, Orchestra Musicians (through the Orchestra Committee), staff, and Board of Directors for accuracy and currency. After gathering input from these individuals, the Governance Committee will address any identified issues. After further consultation with these individuals about any proposed revisions, the document will be approved by the Board of Directors.

Approved the 26<sup>th</sup> Day of May 2020

  
Ann Johnson, President