

**Bangor Symphony Orchestra
Orchestra Policy
June 2014**

The following policies are hereby promulgated by the Board of Directors of the Bangor Symphony Orchestra for the use of the Board of Directors, the Music Director, the Executive Director, the Personnel Manager, and the Members of the Orchestra in the conduct and governance of the affairs of the Bangor Symphony Orchestra. All matters that can not be resolved under these guidelines or by the Music Director or the Executive Director shall be considered and decided by the Board of Directors, which Board may delegate its responsibility to its Personnel Committee.

Article I. SCOPE

This document (Policy) is intended to govern the relationship between the Bangor Symphony Orchestra (BSO or Symphony) and its contract musicians (Musicians); and as such, the Board of Directors, the Music Director, the Executive Director, the Personnel Manager, and the Members of the Orchestra will be guided by the provisions of this Policy. This Policy supersedes the previous *Orchestra Policy* (adopted May 2003). The BSO recognizes the Orchestra Committee as a major liaison between the Musicians and the BSO and the group elected to represent the Musicians in Orchestra Policy discussions. All changes in the Policy and Musicians' contracts must be reviewed by the Orchestra Committee, the Personnel Committee, and the Music Director before final approval by the Board of Directors of the BSO; and the recommendations emanating from these reviews should be carefully considered by the Board of Directors prior to their final approval of the changes. This Policy will remain in effect until amended.

Article II. MUSICIAN'S CONTRACT

Section 1. Content. The BSO will issue an individual contract to each Musician. Each individual contract will contain certain terms of the musician's engagement for the upcoming year and will extend from July 1 to June 30. Each contract will contain the following, and no contract will contain terms inconsistent with this Policy:

- A. The Musician's rate of pay.
- B. The Musician's contracted position (principal, assistant principal, or member of the section) with the exact seat specified for winds, brass and percussion.
- C. The instrument or instruments the musician is expected to play.
- D. A complete list of the concerts covered by the contract, dates of these services, and a complete rehearsal schedule.

E. A statement that the Board of Directors, the Music Director, the Executive Director, the Personnel Manager, and the Members of the Orchestra agree to abide by the terms of the Orchestra Policy.

F. A statement indicating whether the Musician is being hired as a probationary, conditional, or regular member.

Section 2. Issuing Procedure. Each Musician will receive an individual contract under the following procedures

A. Any Musician contracted for his or her first season with the BSO will receive an individual contract as soon after the Musician's audition as possible and at least two weeks prior to the Musician's first regular series service with the Orchestra. The BSO agrees to furnish each Musician with a copy of this Policy along with the Musician's first contract and whenever revisions to this Policy have been approved by the Board of Directors.

B. All previous-year contract musicians not in a probationary or conditional status will be offered renewal contracts. Any Musician being contracted for renewal will be sent an individual contract no later than June 30 of the current contract year, with signed contracts to be returned by July 15.

C. Probationary players will be offered renewal contracts in accordance with Article III, Section 5, and players in conditional status will be offered renewal contracts in accordance with Article IV, Section 1.D.

D. Each Musician who indicates on his/her contract the need to be absent from selected services will receive written acknowledgement confirming those absences which are allowable according to Article VI, Section 1. Such acknowledgement will be sent to those musicians, as appropriate, no later than 2 weeks after the contract due date.

Article III. VACANCIES AND AUDITIONS

Section 1. Audition Committee and Audition Panels.

A. There shall be an Audition Committee consisting of all contracted musicians. Auditions shall be heard by the sub-committees of the Audition Committee, called Audition Panels. Each Audition Panel shall consist of the Music Director, an Orchestra Committee member, and four members of the Audition Committee chosen from the appropriate instrumental sections or families as outlined in Section 1.C., below.

B. Which applicants, if any, who shall be considered qualified for engagement shall normally be determined by a majority vote of the appropriate Audition Panel. Normally, a majority vote shall also determine any outcome whenever this Policy

stipulates that the Music Director must work in consultation with any Audition Panel. However, in special cases in which the Music Director believes strongly that his minority position is in the Orchestra's best interest, the Music Director's decision shall be final. In the event that more than one candidate is deemed acceptable, the Panel shall determine a preferential ranking of those candidates. The Panel shall also determine, by majority vote, the applicant's acceptability as a substitute musician. The purpose of the Bangor Symphony Orchestra is best served by retaining and enhancing the regional and State of Maine identity of the Orchestra. In cases of substantially equal musical ability as determined by audition, the Orchestra shall choose musicians first from the Orchestra's principal service area, secondly from the State of Maine, and lastly from other areas, taking into consideration the expense of fees for service and the costs of travel and lodging. Information about musicians' service areas must be available during blind auditions, although the Audition Panel should not have it until decisions regarding the musical caliber and appropriateness of the player's performances for the Bangor Symphony Orchestra.

C. Each Audition Panel shall consist of the Music Director, who shall have two votes, a member of the Orchestra Committee, and four members of the Audition Committee chosen by the Personnel Manager from the appropriate instrumental sections or families as outlined below:

Violins	Woodwinds
Violas	Brass
Cellos	Percussion/Harp/Keyboard
Basses	

In the case of audition for a non-principal position, the Audition Panel shall include the principal player of the section with the vacancy, who shall have two votes. If the principal is unavailable, a person designated by the principal shall be a member of the panel with two votes. If the audition is for a principal position, another principal in the appropriate instrument family shall be a member of the panel with two votes. All other Audition Panel members shall have one vote each. The Panel shall also include at least one member of the section/family with the vacancy who is neither a principal nor an assistant principal. For string vacancies, the panel shall include the concertmaster and at least two other string principals. For woodwind or brass vacancies, the panel shall include at least two principal brass players and one woodwind principal. As indicated above, the Panels will be chosen by the Personnel Manager, with the Orchestra Committee representative confirming that the Panels have the appropriate personnel mix.

D. In order to insure that the Audition Panel follows Orchestra Policy, the Personnel Manager, in his/her capacity as administrator of auditions, will be intimately familiar with this Orchestra Policy. In addition, the Audition Panel member from the Orchestra Committee shall also serve as a resource person on Orchestra Policy.

E. Compensation for members of each Audition Panel shall be in accordance with Schedule A attached hereto, as said schedule may be amended. Musicians participating on behalf of a principal, shall be compensated at the principal rate.

F. If the Orchestra Committee, acting on behalf of the Orchestra, believes, in good faith, that a particular outcome of the audition process is not in the best interest of the BSO, they may appeal in accordance with the procedures outlined in Article XIV, Section 7.

Section 2. Creation of Vacancies. A person may audition for membership in the BSO when a bona fide opening exists. Such a vacancy shall be created when:

A. A Musician has retired or resigned voluntarily.

B. A Musician has been dismissed in accordance with the procedures specified in Article IV.

C. A position is being added.

Section 3. Filling of Vacancies. Vacant positions shall be filled through auditions, to be conducted in accordance with the provisions of this section. There shall be no discrimination in employment because of race, creed, color, sex, national origin, disability, age, marital status, or sexual orientation.

A. The Personnel Manager shall notify all contracted players and substitutes in writing of the vacancy at least one month before scheduled auditions and shall announce the vacancy through a news release to Maine newspapers and the BSO website. Nothing in this section shall limit the Personnel Manager's authority to advertise the vacancy in additional venues.

B. Applicants shall audition in person, specifically for the vacant position and ranked chair, if any, regardless of previous auditions or playing experience with the Symphony. At the discretion of the Music Director, candidates may be advanced beyond the preliminary round of auditions under special circumstances, including but not limited to instances where the candidate is a current member of the orchestra or has previously advanced to a secondary round of a Symphony audition.

C. Auditions shall be blind for all rounds prior to the final round to preserve the anonymity of the players. A screen shall be used to enclose the Audition Panel rather than the candidate.

D. Required repertoire lists shall be posted at least one month prior to the audition date including on the BSO website. Copies of the lists identical to those provided to applicants shall also be made available for each member of the Audition Committee.

During the auditions, copies of said excerpts shall also be made available to the attending Orchestra Committee member.

E. Priority for audition slots will be given first to Maine residents and may be expanded regionally if necessary. For the purpose of this document, “regional” refers to New Hampshire, Vermont and Massachusetts. Candidates from outside the regional area must be notified in writing that, if selected for the orchestra, the musician will be responsible for their own travel expenses over the normal “cap” for mileage, etc.

F. The Personnel Manager shall use his/her best efforts to provide a sufficient number of suitable warm-up rooms for candidates.

G. The Personnel Manager shall notify all candidates in writing of their acceptance or rejection no later than seven (7) days after the position has been filled.

Section 4. String Seating. String seating will be determined through the audition process. Seating, due to absences, will be determined by the Concertmaster and/or Music Director.

Section 5. Probationary Period.

A. Once the audition process has been successfully completed, the candidate shall receive a trial appointment to the Orchestra. This trial period is probationary in nature, and is generally one season. Any candidate’s trial appointment may be terminated by the Music Director (in consultations with the appropriate Audition Panel), at any time, upon written notice. Within one year (but no sooner than 8 months) of the trial appointment, the Music Director shall consult with the appropriate Audition Panel about whether to offer a contract to the candidate. The Music Director may elect to extend the trial period, up to one additional year, or may decide, in consultation with the Audition Panel, to terminate the trial appointment without a contract offer. The Music Director is specifically authorized the option of extending the probationary period for an additional season when the selected candidate is unable to participate in the full concert schedule during the initial probationary year and the Music Director determines that an additional probationary year is necessary to evaluate whether the musician meets the musical standards of the Orchestra and/or has demonstrated a commitment to be available for scheduled services in future years. The Music Director shall communicate his/her decision to the candidate in writing.

B. Each returning musician receiving a second year contract will be notified by issuance of the contract that confirms his/her continuing status as a probationary member or new status as a regular member of the Orchestra. In the event probationary status continues for a second contract, this section will apply on the presentation of the third contract.

Section 6. Auditions for Substitute and Extra Players. In order to maintain a current list of substitute players, the BSO shall arrange auditions for new substitutes when appropriate, but at least once per year. These auditions shall be conducted in accordance with the policies specified in Section 1, above. The Personnel Manager shall maintain separate lists for substitute section players and substitute principals. The Music Director and appropriate principal players shall review the substitute and substitute principal lists at least yearly. In cases of substantially equal musical ability as determined by audition, the Orchestra shall engage musicians first from the Orchestra's principal service area, secondly from the State of Maine, and lastly from other areas. Regular section players may audition for the substitute principal list without jeopardizing their regular positions in the Orchestra.

Section 7. Emergencies and Pre-arranged Absences.

A. Contracted players will be given preference as substitutes for reduced Orchestra positions so long as the Orchestra's musical standards are upheld. Members on Leave of Absence can be hired as substitute players during the Leave of Absence year, with no loss of contractual status. In other words, they shall be given preferred status over the substitute lists. They should let the Personnel Manager know at the time of their leave request that they would be available for substitute service.

B. The section principal should be consulted in the choice of a section substitute for any temporary vacancy.

C. A principal who intends to miss a concert must notify the Personnel Manager as stipulated in Article VIII and may recommend a replacement from the substitute principal list. The selection of the substitute principal will be made by the Music Director in consultation with the principal and Personnel Manager. The person selected shall be listed in the program as Acting Principal.

D. In the case of an unanticipated absence of a principal, the Music Director will determine the selection of a substitute principal.

E. Substitutes are covered by, and expected to abide by, the Orchestra Policy.

F. A candidate initially appointed to fill a one-year vacancy shall be reviewed within one year (but no sooner than 8 months) of that appointment. If the previous occupant of that position decides not to return at the end of his/her leave of absence, the Music Director may (in consultation with the appropriate Audition Panel) appoint the provisional player to the position on a permanent basis. In this circumstance, the year already served shall be considered the probationary period.

Article IV. DISMISSAL

Section 1. Dismissal for Failure to Maintain the Musical Standards of the Orchestra.

A. If the Music Director believes that a member, other than a probationary member, fails to meet or maintain the musical standards of the Orchestra, the Music Director shall meet with the musician, together with at least one member of the Orchestra Committee, and shall place that person in a conditional status by issuing a written warning, a copy of which will go in the musician's personnel file, stating the specific problem(s) and concern(s) within 7 days of said meeting.

B. After the member has played two subscription concerts following the written warning, the Music Director shall meet with an Advisory Panel consisting of two or more principals from the relevant instrumental family, and a member of the Orchestra Committee, to assess whether the concerns specified in the written warning have been rectified. If the concerns have been rectified, the musician's conditional status will be ended. If the concerns have not been rectified, the musician may be given the opportunity to play one addition subscription concert to show the required improvement or, with one month's notice, be asked to audition in accordance with the requirements for audition as outlined in Article III (except for the make-up and voting rights of the Audition Panel). In this instance, the Music Director will accept a majority vote; however, in special cases in which the Music Director believes strongly that his/her minority position is in the Orchestra's best interest, he/she may decide accordingly. The Music Director's decision shall be final. In all cases, the responsibility for the decision will be the Music Director's. If the decision is made to dismiss the musician, the musician will be notified at the earliest possible time after the decision has been made.

C. In the event of a third opportunity being provided, the Music Director, together with the existing Advisory Panel and a member of the Orchestra Committee, shall reconvene to assess performance improvement. If the concerns have been rectified, the musician's conditional status will be ended. However, if the concerns still have not been rectified, the Music Director may require that, with one month's notice, the musician audition in accordance with the requirements for audition as outlined in paragraph B, above, with an Advisory Panel. If the decision to dismiss is made, the musician will be notified at the earliest possible time after the decision. Dismissal notwithstanding, the musician may audition again in accordance with the regular requirements for audition outlined in Article III.

D. The dismissal process may begin at any point in the year. If the musician is still in conditional status when contracts for the next year are issued, he/she shall receive a contract and the conditional status shall remain in effect into the new contract year.

Section 2. Dismissal for Other Causes.

A. The Music Director shall request a meeting which will include the musician and at least one member of the Orchestra Committee. If the problem is not resolved to the satisfaction of the Music Director, the Music Director shall issue a written warning, a copy of which will be placed in the musician's personnel file, stating the specific problem(s) or concern(s) within 7 days of said meeting.

B. If the problem recurs within the same contract year, the Music Director shall direct a complaint to the Executive Director. The Executive Director, working with the Orchestra Committee, shall conduct such examination and take such action as he/she deems appropriate.

C. This section pertains to all non-musical offenses other than those of a nature that could be seriously detrimental to the Orchestra or Orchestra members, such as theft, assault, serious intoxication, etc. Serious cases of this kind will be handled in accordance with Article XIV, Section 7.

Section 3. Appeals. If any musician believes, in good faith, that as a result of actions under Sections 1 or 2, above, his/her rights have been violated or that an unfair action has been taken against him/her, he/she may appeal such decision in accordance with Article XIV, Section 7.

Section 4. Orchestra Committee Member(s) Responsibilities. The participation of the member(s) of the Orchestra Committee during any warning or conference process described in Sections 1 and 2A shall be for the purpose of assuring that the policies and procedures set forth herein are followed, and not for the purpose of defending the Orchestra member. Furthermore, in keeping with the principles of good personnel administration, all personnel discussions and personnel actions taken in compliance with this policy during and as a follow-on to these meetings shall be kept strictly confidential.

Section 5. Personnel Committee Meetings. The Chairperson of the Orchestra Committee and one at-large member of the Orchestra Committee chosen by the Orchestra Committee shall participate in a non-voting capacity in all Personnel Committee meetings and decisions pursuant to Article XIV, Section 7.

Section 6. Concertmaster and Principals. The procedures of Sections 1 and 2, above, will also apply to the concertmaster or section principals. Following dismissal from the concertmaster or principal position, a musician may audition for any vacant position that may exist within his/her appropriate section.

Article V. STAGE PROTOCOL

Section 1. Dress. Unless otherwise notified, performance dress shall be as follows:

A. Men: Black tuxedo, black bow tie, formal smooth front white shirt, black vest or black cummerbund, black socks (minimum mid-calf length) and black dress shoes.

B. Women: Black full-length dress, skirt or ankle length dress pants with black top to have long or three-quarter sleeves with no low necklines. Black or neutral hose with black dress shoes. Only inconspicuous jewelry may be worn. Any purse to be carried on stage must be black and no larger than the average evening purse. No accessories.

Section 2. Stage Decorum. Musicians will be in their seats 10 minutes before a concert starts unless concert logistics require otherwise. Musicians will remain on stage or in the orchestra pit until all bows and/or curtain calls have been completed. No perfumes or colognes will be worn. Clean clothes and good personal hygiene are expected during rehearsals or concerts.

Article VI. SCHEDULING OF SERVICES

Section 1. Musician Responsibilities. Each musician is expected to make every effort to participate in all services offered in his/her contract. Any unavoidable absences will be handled in accordance with Article VIII below.

Section 2. Cancellation of Services. Each musician shall be entitled to compensation for any scheduled service for which he or she is present unless the musician is notified in writing, at the musician's address on file with the Symphony Office, at least 60 days prior to the scheduled service that the musician is not needed. However, weather conditions, civil strife, acts of God, cancellation by outside contractors, damage to the performance hall rendering it unfit for rehearsal and/or performance, or other contingencies beyond the control of the Symphony which result in the cancellation of service or services shall not entitle the musicians to compensation.

Section 3. Added Services. Musicians shall be notified as early as practicable, but in no event less than 60 days, of any tentatively scheduled or added service.

Section 4. Reduced Orchestra. Services utilizing a reduced Orchestra will use currently contracted musicians to the extent they are available, in order of ranking, if any, within the respective sections unless, in the judgment of the Music Director, performance parameters require otherwise.

Article VII. SERVICES

Section 1. Definition. A service is defined as the attendance of a musician at any rehearsal or concert of the Bangor Symphony Orchestra, or on behalf of the Orchestra.

Section 2. Length of Service. A full service may be up to three hours in duration if one service is held on one day. If two or more services are held on the same day, total service time shall not exceed five hours, with no individual service exceeding three hours. A three hour service will have at least one 20 minute break approximately halfway through the service. A two and one-half hour service will have at least one 15-minute break approximately halfway through the service. Any service up to but not exceeding one hour in duration shall be deemed a half-service. Half services will not include a break.

Section 3. Rehearsals. Rehearsals are to start and end on time. Orchestra members are expected to be in place and ready to play five minutes before rehearsals begin and to return to their places promptly when the end of the break is signaled. Failure to be seated at the beginning of rehearsal shall be considered a violation of this provision. Any member who violates this provision shall receive a verbal warning from the Personnel Manager. A second offense within any five concert cycle, whether or not these concerts occur within a single concert year, shall result in a written warning signed by the Executive Director. Subsequent to a written warning, additional offenses shall result in a service pay reduction of $\frac{1}{4}$ for each half-hour or portion thereof which is missed, with such penalty remaining in effect until the member has completed a minimum cycle of three concerts without being late for any scheduled service. Members may request permission to be late for a rehearsal in accordance with the same procedures outlined for Absences in Article VIII, Section 2. Excused absences shall not be considered a violation of this provision. Members granted such excuses, however, will be subject to the service pay reduction outlined above. Any member who is habitually late may be subject to dismissal under Article IV, Section 2 (Dismissal for Other Causes). Any warnings, pay reductions, or dismissals imposed as a result of this section may be appealed in accordance with the procedure outlines in Article XIV, Section 7.

Section 4. Rehearsal Extensions. During the last full rehearsal prior to a concert, a three minute grace period past the length of the service shall be allowed to conclude the running of a piece.

Section 5. Concerts. Concerts are not to exceed two and one-half hours, with the usual intermissions, and each concert shall be deemed a full service

Section 6. Compensation. Services are to be compensated at the rate provided for in the contract of each Member of the Orchestra, consistent with any revisions thereto as set forth in Schedule A.

Article VIII. ABSENCES

Section 1. Definition. Orchestra members are expected to attend all scheduled services for which they are contracted unless excused as described in Section 2, below.

Section 2. Excused Absences. Excused absences must be requested in writing, addressed to the Personnel Manager, at least 30 days prior to the scheduled service. Within two days of receiving a request for an excused absence the Personnel Manager shall send to the musician a written confirmation that his or her request has been received. The Personnel Manager shall consult with the Music Director and decide to grant or deny the request no later than 14 days from the date the request is received. In the absence or unavailability of the Music Director, the Personnel Manager shall consult with the Executive Director in order to meet the time requirements set forth in this section. Within two days of deciding whether to grant or deny a request for an excused absence, the Personnel Manager shall send to the musician a written notice of the status of the request with a copy to the Executive Director and Music Director. A request for an excused absence may not necessarily be granted, in which case the resulting absence would be unexcused. Attendance at dress rehearsals is considered mandatory and absences shall not be excused except in the event of illness, accident, or emergency. Unexcused absences may result in termination of a member's contract in accordance with procedures outlined in Article IV, Section 2. In the event of illness, accident, or emergency, the musician must notify the Personnel Manager immediately, but in any case prior to the service. Notice after the fact, except in the case of a bona fide emergency, shall not be considered adequate notification, and the absence may result in termination of a member's contract.

Section 3. Music Availability. If an excused absence is authorized, and a substitute is to be obtained, then the excused player must assist the Symphony in making the music available to the substitute as required.

Section 4. Leave of Absence. A musician may request, and be granted at the discretion of the Music Director, an extended leave of absence not to exceed one year. A musician returning from a leave of absence may resume his/her seat in the Symphony at the beginning of the following season, or in the case of a partial year leave, at the beginning of the series immediately following the end of the approved leave.

Section 5. Multiple Absences. A member of the orchestra who does not play a reasonable percentage of services over two contracted seasons, not including authorized leaves of absence, may have their position with the Symphony subject to review by the Music Director in accordance with procedures outlined in Article IV, Section 2.

Article IX. COMPENSATION

Section 1. Regular Payment. The Executive Director shall cause the musicians to be paid on Friday after a concert if the resources of the Bangor Symphony Orchestra permit such payment. In any event, the musicians shall be paid in full not later than 14 calendar days following a concert.

Section 2. Reporting. As required by law, the Symphony shall record and report all musician earnings to appropriate state and federal agencies. All musicians are considered independent contractors of the Symphony and shall be responsible for payment of appropriate state, federal, and social security obligations.

Section 3. Solo Performances. Any musician appearing as a soloist in front of the Orchestra will receive solo compensation for that performance. If the musician also functions in his/her normal role, rehearsals and concerts will be paid at the normal contract rate in addition to the solo compensation.

Section 4. Substitute Principals. Any section musician asked to substitute for a principal musician shall be paid principal pay for the services in which he/she plays the principal part sitting in the principal seat. Moreover, a principal or assistant principal who plays a concert sitting in a seat other than his/her own will receive compensation at a rate appropriate to that seat.

Section 5. Concertmaster, Assistant Concertmaster, and Substitutes. There shall be a Concertmaster and an Assistant Concertmaster.

The Concertmaster shall be paid at a rate three (3) times the rate of a section musician.

The Assistant Concertmaster shall be paid at a rate one and one half (1½) times the rate of a section musician.

A Substitute Concertmaster will take over the duties of the Concertmaster when the Concertmaster is unavailable to fulfill that role. The Substitute Concertmaster shall be paid at a rate two (2) times the rate of a section musician. Unless otherwise determined by the Music Director, the Assistant Concertmaster shall be the first choice to assume the role of Substitute Concertmaster.

A Substitute Assistant Concertmaster will take over the duties of the Assistant Concertmaster when the Assistant Concertmaster is unavailable to fulfill that role. The Substitute Assistant Concertmaster shall be paid principal pay. Unless otherwise determined by the Music Director, the Substitute Assistant Concertmaster shall be the section musician sitting in the highest chair after the Assistant Concertmaster.

Article X. ORCHESTRA COMMITTEE

Section 1. Composition. There shall be an Orchestra Committee of five musicians democratically elected from the representative of the contracted playing membership of the Orchestra. This Committee shall be composed in musicians who have completed their probationary period. A musician who serves as Personnel Manager, Orchestra Manager, or Librarian or holds a Board position will be considered ineligible to serve on this committee. The Orchestra Committee will be comprised of two members of the string section, two members from the wind/percussion section, and one at-large member.

Section 2. Function. The Symphony recognizes members of the Orchestra Committee as the elected representatives of the Orchestra, and recognizes the Committee as the primary vehicle for the communication between the Orchestra membership as a whole and the Board of Directors, the Music Director, the Executive Director, and the Personnel Manager. The Orchestra Committee shall function in the various capacities described within this Orchestra policy, and is appointed to represent the musicians in Orchestra Policy and Contract discussion. All changes in Orchestra Policy shall be prepared in consultation with the Orchestra Committee. Nothing in this section is intended to alter the right of an individual musician to reject the terms of any proposed Contract with the Symphony.

Section 3. Communications. In order to properly represent the musicians, the Orchestra Committee will hold at least one meeting annually (usually on a regular concert weekend of the regular concert season)- The purpose of the meeting will be to gather suggestions and understand their perspectives. Additional meetings may be scheduled if necessary. Normally, these meetings will be attended only by the Orchestra members; however, from time to time the meeting agenda may include a presentation by the Executive Director, the Personnel Manager, or a Board member as mutually agreed by the Symphony and the Orchestra Committee.

Furthermore, the Chairperson or his/her representative will attend Board meetings in accordance with the provisions of Section 7 below and communicate with the Music Director and the Executive Director and the Chair and/or members of the Personnel Committee as appropriate in order to hear and understand the position of the Symphony on various issues so that the Orchestra Committee may assist in maintaining good two-way communications between the Symphony and Orchestra members. To this end, the Orchestra Committee and the Executive Director may meet as needed to gather and understand each other's opinions and suggestions. Furthermore, from time to time, the Orchestra may be asked to remain for up to ten minutes after rehearsals to allow a Symphony representative to address the Orchestra on important issues.

Section 4. Responsibilities. Two principals of good personnel administration are timely action and confidentiality; thus, it is incumbent on members of the Orchestra Committee, as well as the Executive Director, the Personnel Manager, and Board members engaged in any individual personnel matters, to insure that their actions are

handled in a way to maintain timeliness of personnel decisions and that the details of the processes are held strictly confidential except when dealing directly with those members of the Bangor Symphony Orchestra specifically involved in the processes.

Section 5. Term and Membership. The term of each member of the Orchestra Committee is two years with a maximum of two consecutive terms. Terms shall be staggered so that approximately one-half of the Orchestra Committee shall be elected at each regular election. Because of the very delicate nature of the work of the Orchestra Committee during the resolution of certain controversial issues, a committee member may believe that he/she should take a position that is unpopular with those on one side or the other of the particular issue; however, no musician's position in the Orchestra will be jeopardized because of his/her Orchestra Committee activities of this nature.

Section 6. Elections. The Orchestra Committee will be responsible for soliciting nominations to open seats no later than two weeks prior to elections. The Orchestra Committee is responsible for confirming the willingness of nominees to serve. All contracted players will have the opportunity to vote, and all ballots will be hand delivered or returned to the Orchestra Committee by email or in hand. Elections will occur prior to the last weekend of rehearsal for the final concert of the season. The ballots shall be counted by no fewer than two members of the Orchestra Committee. The Orchestra membership will be informed of the election results as soon as possible. In the event of a vacancy on the Orchestra Committee occurring during the season, a special election will be held using the same procedure as used in a regular election.

Section 7. Chairperson. The Orchestra Committee shall elect its own Chairperson who will then be a voting member of the Symphony Board of Directors during his/her tenure as Chair. When the elected Chair is unavailable, another Orchestra Committee member shall attend as a substitute with the same voting responsibilities as the Chairperson. The Orchestra Committee Chairperson or his/her substitute will be treated as full working members of the Symphony Board.

Section 8. Reimbursement for Expenses. The Orchestra Committee shall be reimbursed for all reasonable expenses incurred while conducting business on behalf of the Bangor Symphony Orchestra. Accordingly, the Committee Chairperson will submit a list of itemized expenses, accompanied as practicable by appropriate receipts, to the Executive Director each quarter.

Article XI. DELEGATION OF DUTIES

If the position of Music Director, Executive Director, or Personnel Manager is vacant, a standing committee consisting of two of the following three positions of Music Director, Executive Director, and the Personnel Manager (excluding the vacant position); the Chair of the Orchestra Committee; and the Chair of the Personnel Committee of the Bangor Symphony Orchestra shall designate an alternate to exercise a designated responsibility or responsibilities assigned to the vacant position pursuant to this Policy.

The standing committee shall meet in an expeditious manner once a need to designate an alternate is brought to the attention of any member of the standing committee.

ARTICLE XII. RECORDINGS

Section 1. Non-commercial. The Symphony reserves the right to authorize audio and/or video recordings of any concert or rehearsal for live or delayed broadcast and for other non-commercial uses in the conduct of its business, including for its archives, for marketing purposes including on social media websites, and in the procurement of public and private grants. Members of the Orchestra shall be notified in advance of any performance to be recorded, whether audio or video. Audio and/or video recordings for any such purposes are subject to the approval of the Music Director before distribution.

Section 2. Commercial. Members of the Orchestra shall be notified at least 90 days prior to a scheduled recording when the recording is being made specifically for the purpose of sales. A Member of the Orchestra may choose not to participate in a recorded performance being made specifically for the purpose of sales without jeopardizing his/her status with the orchestra; however, the Symphony must be notified in writing of withdrawal from service within 60 days prior to a scheduled rehearsal/concert.

Any performance by a Member of the Orchestra for the purpose of recording audio or video made for commercial sale shall be considered a separate service to be compensated at the rate provided in Schedule A as it may be amended. The resulting broadcast, sales, and activities, if any, of any such recording shall be made and undertaken without any additional compensation being paid to or on behalf of the Members of the Orchestra by the Symphony.

Article XIII. TRAVEL AND ACCOMMODATIONS

Section 1. Travel Reimbursement. Reimbursement for travel shall be at rates and pursuant to policies from time to time adopted by the Personnel Committee, said rates and policies to be appended to the musician's contract when offered to the musician; and such rates and policies shall remain in effect for the contract year.

Section 2. Lodging. At the expense of the Symphony, hotel rooms will be provided for those traveling long distances. The rooms will be double occupancy, with another musician. Musicians will be charged for hotel rooms requested and not used unless the room requested is cancelled at least 24 hours prior to the scheduled use.

Section 3. Run-outs. If appropriate, the Symphony will provide bus transportation or compensation for transportation to and from "run-out" concerts held outside the Greater Bangor area. If necessary, a hotel room, double occupancy with another musician, shall be provided at the expense of the symphony.

Article XIV. MISCELLANEOUS

Section 1. Musicians are at all times subject to state law and local or University rules or regulations governing smoking, parking, and use of buildings.

Section 2. The Symphony, subject to availability, shall make two tickets for each concert available to musicians at half price. If a musician is not playing a concert or if the musician is a retired member of the Orchestra, he/she shall receive a complimentary ticket for his/her own use.

Section 3. The Symphony shall endeavor to include members of the Orchestra in Symphony events and receptions.

Section 4. The Music Director and the Executive Director shall use their best efforts to schedule rehearsals in a manner that maximizes the rehearsal time and in a manner that makes efficient use of the musicians' time.

Section 5. The Symphony believes in fair and equal treatment for all musicians. Musicians will be considered without regard to age, race, religion, ancestry, national origin, color, gender, physical or mental disabilities, or sexual orientation. It is also the Symphony's policy to provide a practice and performance environment which is free of sexual harassment.

Section 6. It is the Symphony's policy to encourage an open dialogue between the members of the Orchestra, the Executive Director, the Music Director, the staff of the Symphony, the Board of Directors, and the officers of the Bangor Symphony Orchestra. To that end, the Board of Directors will not tolerate instances of bias, favoritism, intimidation, or retaliation.

Section 7. The Board of Directors, the Music Director, the Executive Director, the Personnel Manager, and the Members of the Orchestra are all subject to this Orchestra Policy, as it may be amended from time to time by the Board of Directors of the Bangor Symphony Orchestra. If any person believes, in good faith, that the Policy has not been adhered to, he/she may request in writing an opportunity to present his/her concern to the Executive Director, who will take appropriate action in consultation with the Music Director, Personnel Manager, or other personnel involved. If that action still does not resolve the issue, the grieving person or committee shall have the authority to take such action as is deemed appropriate and necessary to enforce this Policy.

Section 8. The Procedure for handling any serious Orchestra personnel issue that arises and that is not covered by this Policy will be determined by the President of the Board after consultation with the Executive Director and the Music Director, the Executive Committee, and chairs of the Personnel and Orchestra Committees, while maintaining, to the degree possible, the spirit of this Policy.

Schedule A

Compensation for Services. The following services and circumstances shall be compensated as indicated.

Participation as a member of an Audition Panel	Auditions occurring on other than an otherwise scheduled service date shall be compensated as one service. Auditions occurring on the date of a previously scheduled service shall be compensated at the rate of $\frac{1}{2}$ of a service. For a panel member not contracted for the previously scheduled service, compensation shall be equal to one service. Panel members shall be compensated at an hourly rate based on service pay for any audition exceeding three hours.
Revenue generating performances	Revenue generating performances not exceeding a duration of one hour, including rehearsals shall each be compensated at the rate of $\frac{3}{4}$ of a service.
Non-revenue generating performances	Non-revenue generating performances open to the public, including rehearsals, not exceeding 1 hour will be compensated at the rate of $\frac{1}{2}$ of a service.
Bowing of String Parts By Principals	String section principals are responsible for bowing parts and will be compensated at a rate of \$40 for each concert bowing plus postage reimbursement upon presentation of a receipt.
Doubling parts	Wind and brass players will receive 10% above service rate for each instrument they have been requested to double during a service.