

**ORAL ARGUMENT NOT YET SCHEDULED**

Case No. 20-1010

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IN THE  
**United States Court of Appeals  
for the District of Columbia Circuit**

LOCAL 23, AMERICAN FEDERATION OF MUSICIANS,  
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,  
Respondent.

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On Petition for Review of a Decision and Order of  
the National Labor Relations Board

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**JOINT APPENDIX—VOLUME II OF III (JA199 to JA393)**

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**THE TOBIN CENTER FOR THE PERFORMING ARTS**  
**USE AGREEMENT**

User Name:           The San Antonio Symphony  
Address:             711 Navarro St. Suite #235  
                          San Antonio, TX 78205  
Phone:               (210) 554-1090  
Contact Person:     David Gross

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**BASIC AGREEMENT**

(This Basic Agreement is subject to the Terms and Conditions and any additional agreements attached hereto)

THIS USE AGREEMENT ("Agreement") is made and entered into by and between Bexar County Performing Arts Center Foundation, a Texas limited partnership, d/b/a the Tobin Center for the Performing Arts the above-named User. In consideration of the mutual covenants and agreements set forth in this Agreement, Operator and User hereby agree as follows:

**A. GRANT OF RIGHT TO USE PREMISES.**

Subject to the Basic Terms described below, the Terms and Conditions Set forth in this agreement and any additional agreements attached hereto, Operator hereby grants to User the privilege and right to use those portions of the Tobin Center for the Performing Arts located in the City of San Antonio, Texas ("Theater") necessarily required for the presentation of the Event as more specifically set forth herein ("Premises").

**B. BASIC TERMS.** The following terms shall apply to this agreement:

1. **USE FEES.** The following fees shall apply to the User's right to use the Premises granted hereunder:

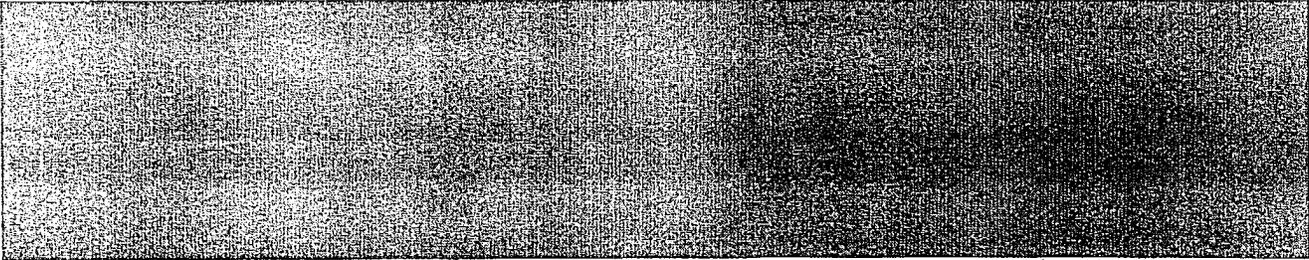
**Use Fee for HCB Hall for the seasons of 2015-16, 2016-17, and 2017-18:**

- ♦ 3 year term
- ♦ Up to 22 weeks guarantee ("week" to be defined) to include classics, pops, gala, YPC and family.
- ♦ Rental schedule will be as follows:

Rental Type per Day	2015-2016	2016-2017	2017-2018
Sunday – Thursday ticketed performance			
Friday & Saturday ticketed performance			
Tuesday or Wednesday rehearsal			
Any other rehearsal or non-performance day			
2 <sup>nd</sup> performance – same day			
YPC / Family performances			

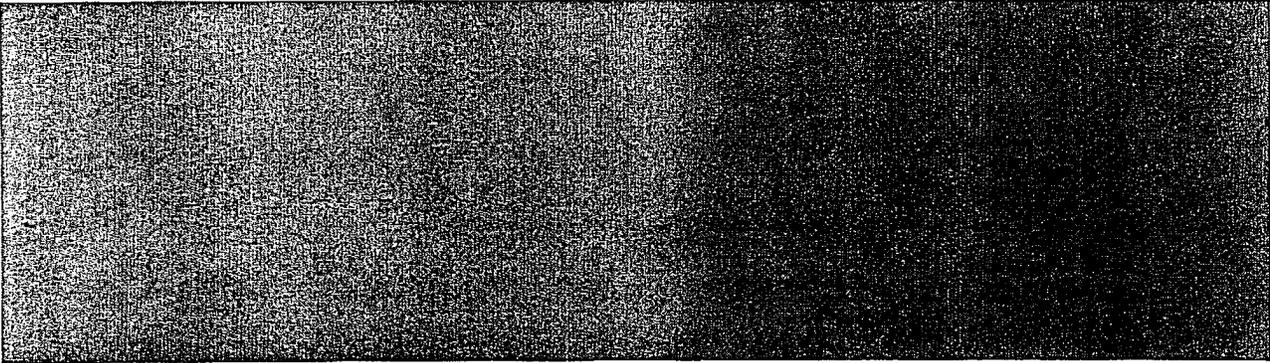
Note: Rates and terms related to "specials" are to be negotiated separately

- Symphony will be guaranteed the availability of either Tuesdays or Wednesdays for rehearsals and the Tobin shall give at least 7 weeks' notice of which day the Symphony may use HEB hall for rehearsals.
- The Tobin Center will be a presenting partner with the Symphony in the presentation of the YPC and Family concerts in the 2015-2016 and 2016-2017 seasons. The 2<sup>nd</sup> performance in any day provision, will not apply.
- The Tobin will have the right to extensively promote its involvement in these events as part of its Education Program offerings, will be able to secure separate sponsorships for the YPC and Family concerts, and may retain all amounts received for the separate Tobin sponsorships of YPC and Family concerts without allocating any proceeds of those sponsorships to the Symphony. This right will terminate effective for the 2017-2018 season. The Symphony will cooperate in providing these Tobin-secured sponsors with event and promotion recognition.
- The Symphony will have the right to extensively promote its involvement in these events as part of its Education Program offerings, will be able to secure separate sponsorships for the YPC and Family concerts, and may retain all amounts received for the separate Symphony sponsorships of YPC and Family concerts without allocating any proceeds of those sponsorships to the Tobin.
- The Symphony shall have the exclusive right to grant naming rights for its Education Initiative, the YPCs and Family concerts and may retain all amounts received for these naming rights without allocating any proceeds of these naming opportunities to the Tobin.
- There will be no rental, utility or HVAC charges for the 370 square foot Symphony library space.



Weekly cash transfers to the Symphony will detail the weekly cash amount attributable to donations and specific concerts (subscription and single ticket). The Symphony will give bi-monthly reports to the Tobin Center on the status of their Line of Credit. Should the Symphony's available cash on its Line of Credit fall below the above numbers, the Tobin Center will hold single ticket revenue until settlement of the performance in which the ticket revenue was intended.

Further, the Symphony indemnifies the Tobin Center from any liability arising from the Symphony's cancellation of a performance or performances for any reason. It is understood and agreed that the Symphony will be responsible for the refund of all ticket revenue due to a cancelled performances.



## 2. TERM AND PURPOSE

- a. Term: The term of this Agreement shall be for the 2015-16, 2016-17, and the 2017-18 seasons. ("Term").
- b. Purpose: During the term, User shall use the Premises solely for the purpose of organizing and conducting the following event: The San Antonio Symphony ("Event").
- c. Event Period: The actual presentation or performance of the Event shall commence on: See attached addendum C schedule of events ("Event Period")

## 3. TICKET SALES

### (a) Box Office Expenses and Ticket Agency Charges:

User agrees to pay to Operator Box Office expenses and ticket agency charges at the following rate(s): Any applicable credit card fees.

### (b) Operator's Complimentary Tickets:

The number and location of complimentary tickets to the Event that User agrees to provide to Operator shall be as follows: [REDACTED]

## 4. MISCELLANEOUS FEES

### (a) Origination Fee: User agrees to pay to Operator the following fee for any Media (hereinafter defined) transmission of the Event originating from the [REDACTED]

The following activities will be exempt from the above mentioned Origination fee:

1. Recording San Antonio Symphony concerts for archival purposes
2. Recording for broadcast on Texas Public Radio
3. Video recording or broadcast for local or regional PBS television

In any situation, The Tobin Center for the Performing Arts must be credited as the place of origination of all such recordings:

### (b) Event Merchandise Sales Commission Fee: User agrees to pay to Operator the following percentage of gross revenues from User's sale of Event Merchandise: [REDACTED]

## C. TERMS AND CONDITIONS.

The attached Terms and Conditions are incorporated by reference into this Agreement.

## D. ADDITIONAL AGREEMENTS.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior agreements. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties.

## E. ENTIRE AGREEMENT.

This Agreement, consisting of the Basic Agreement, the attached Terms and Conditions and any additional agreements attached hereto, constitutes the entire Agreement between the parties. This Agreement supersedes all prior agreements or negotiations concerning the subject matter hereof. No representation, promise or undertaking heretofore or concurrently made, whether in advertising or marketing materials, discussions or otherwise, shall be binding on either party unless specifically set forth herein.

IN WITNESS WHEREOF, this Agreement shall become effective and binding upon the parties when executed by both User and Operator, as indicated below. User has reviewed the attached Terms and Conditions of this Agreement and has executed the additional agreements attached hereto, if any, and agrees to be bound hereby.

OPERATOR:

Bexar County Performing Arts Center Foundation, d/b/a the Tabin Center for the Performing Arts

By:

Name: ~~Michael Freshor~~

Aaron Zimmerman

Title: ~~CEO/President~~

Vice President Programs

Date:

1/20/16

USER:

The San Antonio Symphony

By:

Name: David Gross

Title: President

Date:

12/22/15

ADDENDUM A  
SAN ANTONIO SYMPHONY USE AGREEMENT  
TOBIN CENTER FOR PERFORMING ARTS

For the purposes of the Venue Agreement with San Antonio Symphony the Venue shall provide the following included in the License Fee/Rent:

1. Ushers
2. Ticket sellers (for performances only) for up to 1 hour prior and up to 1 hour after the contracted event start time.
3. Ticket Takers
4. Box Office Services
5. House Event Coordination
6. Utilities
7. Building Equipment including lighting, audio-visual, sound reinforcement, spotlights, furniture & chairs
8. Stage decking or mixer riser equipment

The following expenses are not included in the License Fee/Rent and will be paid separately by The San Antonio Symphony:

1. Stagehands (except for full-time Tobin department heads)
2. Conversion/Set-Up
3. Ticket sellers (for performances only) in excess of up to 1 hour prior to and up to 1 hour after the contracted event start time.
4. All Security including T-Shirt and Peer
5. Housekeeping / Cleaning
6. Front of house and/or Patron Service Manager(s)
7. Advertising and Marketing
8. Police and/or Fire Marshal
9. Medical Personnel
10. Telephones / Internet (other than local / domestic and other than established internet infrastructure).
11. Promoter Liability Insurance
12. Catering
13. Credit Card Charges
14. Group Sales Commissions
15. BMI/ASCAP/SESAC
16. Tour personnel and artist transportation
17. Camera Operators
18. Furniture/equipment rentals requested by The San Antonio Symphony.
19. Any other production expenses requested by The San Antonio Symphony.

ADDENDUM B  
SAN ANTONIO SYMPHONY SCHEDULE OF EVENTS  
TOBIN CENTER FOR PERFORMING ARTS

The Operator agrees to provide Temperature and humidity controlled storage for the Users 9' Steinway Model "D" piano and will be responsible for expenses related to the upkeep including voicing and other maintenance as needed (but not including tuning for User events). Operator assumes responsibility for use (and potential subsequent damage) of the piano by non-user groups.

The Operator agrees to provide temperature and humidity controlled storage for the Users percussion equipment.

ADDENDUM C  
SAN ANTONIO SYMPHONY SCHEDULE OF EVENTS 2015-16 season  
TOBIN CENTER FOR PERFORMING ARTS

HEB Concert Hall Schedule

Beethoven's 9<sup>th</sup> – Wednesday September 16 – Sunday September 20, 2015 (3 perf)  
 Yo-Yo Ma Rehearsals – Tuesday October 13, 2015  
 Young People's Concert – Wednesday October 14, 2015  
 Yo-Yo Ma – Thursday – Thursday Oct. 15, 2015 – Friday October, 16, 2015 (1 perf)  
 Young Peoples Concert – Tuesday October 27, 2014-Wednesday October 28, 2015 (2 perf)  
 I Love Piano – Friday October 30 – Sunday November 1, 2015 (3 perf)  
 Veterans Concert – Tuesday November 10, 2015 – Wednesday November 11, 2015 (1 perf)  
 Daphnis and Chloe – Thursday November 12, 2015 – Saturday November 14, 2015 (2 perf)  
 Beethoven's Emperor – Wednesday November 18, 2015 – Sunday November 22, 2015 (3 perf)  
 Holiday Pops – Wednesday December 16, 2015 – Sunday December 20, 2015 (3 perf)  
 Rhapsody in Blue – Tuesday January 12 and Thursday Jan. 14 – Sunday Jan. 17, 2016 (3 perf)  
 American Cello Concert – Wednesday January 20, 2016 – Saturday January 23, 2016 (2 perf)  
 Barber Violin Concert – Wednesday January 27, 2016 – Saturday January 30, 2016 (2 perf)  
 From Bernstein to...- Wednesday February 3, 2016 – Saturday February 6, 2016 (2 perf)  
 Young Peoples Concerts – Tuesday February 23, 2016 – Thursday February, 25, 2016 (3 perf)  
 Bravo Broadway – Thursday February 25, 2016 – Sunday Feb. 28, 2016 (3 perf)  
 Brahms 2<sup>nd</sup> Piano Concerto - Tuesday March 1, 2016 – Saturday March 5, 2016 (2 perf)  
 Young People's Concerts – Tuesday March 8, 2016 – Thursday March 10, 2016 (3 perf)  
 Bond and Beyond – Thursday March 10, 2016 – Sunday March 13, 2016 (3 Perf)  
 Rachmaninoff – Tuesday March 22, 2016 – Saturday March 26, 2016 (2 perf)  
 Opera shows – Tuesday March 29, 2016 – Thursday March 31, 2016 and Saturday April 2, 2016  
 (2 perf) – Friday is a dark day. Symphony is required to pay rent on this date if the  
 Tobin does not rent it for another event.  
 Fiesta Pops – Tuesday April 12, 2016 and Thursday April 14- Sunday April 17, 2016 (3 perf)  
 Mozart Concerto for... - Wednesday April 27, 2016 – Saturday April 30, 2016 (2 perf)  
 Saint-Saens Piano – Wednesday May 4, 2016 – Saturday May 7, 2016 (2 perf)  
 Born in the USA – Thursday May 12, 2016 – Sunday May 15, 2016 (3 perf)  
 Sarah Chang – Bruch...- Wednesday May 18, 2016 – Saturday May 21, 2016 (2 perf)  
 Young People's Concerts – Tuesday May 24, 2016 - Friday May 27, 2016 (3 perf)  
 Mahler's Titan – Wednesday June 1, 2016 – Sunday June 5, 2016 (3 Perf)

*\*Feb. 25 and March 10, 2016 are not a free days as they are split days between YPC and symphony rehearsals. Standard rent will apply.*

## TERMS AND CONDITIONS

### 1. Premises.

(1) Use. This Agreement grants User use only of the Premises as well as necessary ingress and egress to the Premises, through areas to be specified by Operator, and does not extend to or include any parking areas (unless otherwise specifically designated in Paragraph B.1) or any surrounding or contiguous areas.

(2) Limitations. User shall use the Premises solely for the purposes set forth in Paragraph B.2 and for no other purpose whatsoever without the prior written consent of Operator, which consent Operator may withhold in its reasonable discretion; provided.

(3) Condition of Premises. Except as expressly set forth herein, Operator makes no warranty or representation to User of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Premises, or any portion thereof, as built, for any aspect of the use User expects or intends to make of the Premises. Accordingly, User acknowledges and agrees that it has made an adequate investigation and inspection of the Premises and has made its own determination regarding the suitability of the Premises for User's proposed use and is satisfied with the condition, fitness and order thereof. User further agrees that the Premises shall be delivered by Operator to User "AS IS," "WHERE IS" and "WITH ANY AND ALL FAULTS" and without any warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Commencement of the use of the Premises by User shall be conclusive that the Premises were in good repair and satisfactory condition, fitness and order when such use commenced. User agrees to use and occupy the Premises and to place material, equipment and other property therein at its own risk and, except for any damage or injury caused by the negligent acts or omissions or willful misconduct of Operator and the Other Beneficiaries, releases Operator and the Other Beneficiaries from any and all claims for any damage or injury to the fullest extent permitted by law.

(4) Donor Agreements. User acknowledges that Operator has certain donor agreements that include specific seating in the Theater. Such agreements entitles the holder to purchase tickets for Events at the Theater which such Event's promoter has made available for purchase by Operator. User agrees to cooperate in good faith to make tickets to the Events available for purchase by Operator's donors in accordance to the following procedures. Following User's notice to Operator of the price of Event tickets ("Notice Date"), the Operator shall give the donors an opportunity to purchase Event tickets. Prior to the general public on-sale date of the Event, the Operator shall place these tickets on hold in the ticketing system. Donors shall have fourteen (14) days to purchase the available tickets after which User may place such tickets on sale to the general public without further responsibility.

### 2. USE FEES AND PAYMENTS

(1) Subscription Receipts. Box office receipts and deposits for all ticket sales subscription or season-based sales shall be paid by Operator to User weekly in accordance with section B(1) – Use Fees.

(2) Use Fee and Facility Fee. Upon the execution of this Agreement, User agrees to pay by cash, organization check, cashier's check or money order payable to Operator, the Use Fee set forth in Paragraph B.1. Further, User agrees to pay to Operator, in accordance with Section 2(b), the Facility Fee in the amount set forth in Paragraph B.1 (the "Facility Fee") for each ticket issued for the Event whether or not it is sold or used, excluding [REDACTED]

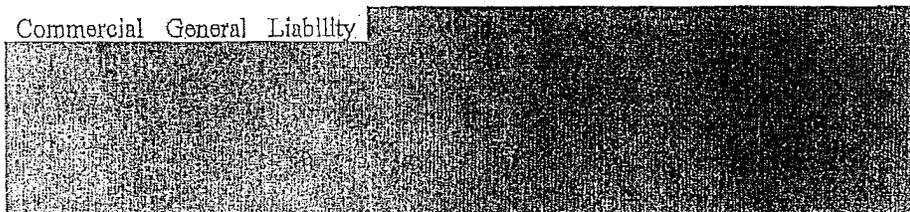
(3) Single ticket Box Office Receipts. Single ticket box office receipts and deposits held by Operator will be applied to payments due under this Agreement and User waives all rights to that portion of the box office receipts necessary to pay sums due pursuant to this Agreement. If, for any reason, such single ticket box office receipts and deposits are insufficient to pay the Use Fee set forth in paragraph B.1 (the "facility Fee") and all event expenses, then such amounts shall be paid not later than five (5) days after the date on which the Event is held and an invoice of such amounts owed is presented to User.

(4) Personnel and Services Fees. The Use Fee does not include certain costs which may be incurred on User's behalf in connection with the presentation of the Event as set forth in Paragraph B.1 or, if no amount for such fees is set forth in Paragraph B.1, as shall be invoiced to User in accordance with Section 2(b) (the "Personnel and Services Fees"). Such Personnel and Services Fees shall be paid by User in accordance with attached Addendum A.

### 3. INSURANCE.

(1) Required Coverage. User, at its expense, agrees to obtain and keep in full force and effect during the Term and for any other periods that User may use or occupy all or any part of the Premises, the following types and amounts of insurance coverage protecting against any loss or claim arising from any negligent, intentional or reckless act or omission of User, its employees, agents, contractors, invitees or Event performers and participants, with an insurance carrier or carriers rated A:X or better, according to A.M. Best and Company Key Rating Guide, duly registered with the Secretary of State and authorized to conduct business in the State of Texas:

(1) Commercial General Liability



(2) Workers' Compensation insurance, including employer's liability, complying with the statutory requirements of the State of Texas; and

(3) Property damage or loss for the full insurable value of User's (and its agents', contractors' or performers') property and equipment to be brought into or located in the Area.

(2) Other Beneficiaries. All insurance policies required hereunder shall list the following:

Bexar County Performing Arts Foundation d/b/a The Tobin Center for the Performing Arts (Theater Operator) and any other tenant of the Theater; and their respective affiliates, officials, officers, directors, partners, shareholders, agents, contractors and employees of the foregoing (collectively, the "Other Beneficiaries") as additional insureds. Such insurance policies shall state, after the above referenced additional insureds, that "This coverage is primary to all other coverage the additional insureds may have." Notwithstanding the foregoing, Operator and User acknowledge and agree that the list of Beneficiaries may be changed or supplemented at any time and from time to time by the Operator by providing written notice to User of any changes it desires to the list of Beneficiaries, which new listing will be binding upon User five (5) days after delivery of such listing by Operator to User, and which shall require User to cause the listing of the additional insureds on the required insurance policies to be revised within such five (5) day time period accordingly.

(3) Certificate of Insurance. At least thirty (30) days prior to commencement of the Term, User shall furnish Operator with a certificate of insurance, which indicates that the required coverage is in effect during the Term at the aforementioned limits. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof by Operator; (2) provide that such insurance shall not be invalidated by any act, omission or negligence of Operator, the Other Beneficiaries, any contractor or subcontractor or any person or entity having an interest in the Theater, nor by any change in title to or ownership of the Theater; and (3) include a waiver of all rights of subrogation in favor of Operator and the other Beneficiaries as more specifically set forth in Section 4(2) below.

(4) Waiver of Subrogation. Subject to the conditions hereinafter specified in this Section 4(d) and only to the extent and so long as the same is permitted under the laws and regulations governing the writing of insurance within the State of Texas with respect to all of the insurance that is required to be

carried by User under this Agreement without invalidating or nullifying any such policy, or providing a defense to the applicable insurance carrier with respect to the coverage of any such policy, all such insurance required to be carried under this Agreement shall provide for a waiver of rights of subrogation against Operator and the Other Beneficiaries on the part of the insurance carrier. Unless such waivers contemplated by this sentence shall invalidate, nullify, or provide a defense to coverage under any such insurance policy, User hereby waives any and all rights of recovery, claims, actions or causes of action and rights of subrogation against Operator and/or the Other Beneficiaries for any injury, death, loss or damage that may occur which is covered or required hereunder to be covered by insurance policies obtained or required to be obtained by User hereunder. The waiver set forth in the immediately preceding sentence shall be in addition to, not a substitution for, any other waivers, indemnities, or exclusions of liabilities set forth in this Agreement. Notwithstanding the foregoing, the failure of User to take out or maintain any insurance policy required under this Agreement shall be a defense for Operator or any of the Other Beneficiaries to any claim asserted by User against Operator or any of the Other Beneficiaries by reason of any loss sustained by User or any of the Other Beneficiaries that would have been covered by any such required policy. The foregoing waivers shall apply regardless of the negligence or fault of Operator or the Other Beneficiaries.

(5) Coverage by Operator. In the event that User shall fail to obtain or maintain any of the policies of insurance required by this Agreement, the Operator shall have the right, but not the obligation, to obtain such policies at User's sole cost and expense. User shall pay all premiums and deductibles for said policies and any sums, which may be paid or advanced by Operator to secure such policies as Personnel and Services Fees.

#### 4. SAFETY AND INDEMNIFICATION.

(1) Conduct. User shall conduct its activities within the Premises in a manner so as not to endanger any person thereon. In addition, User shall not obstruct any portion of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, or way of access to the public utilities of the Theater or use any of the foregoing for any purpose other than ingress and egress, nor shall any windows, ventilators or lighting fixtures of the Theater be obstructed. User shall, and shall cause its servants, agents, employees, officers, directors, owners, members, managers, shareholders, partners, exhibitors, patrons, players, guests, invitees, participants, artists, licensees and contractors to, abide by all Rules and Regulations and such other reasonable rules and regulations as may from time to time be adopted by Operator. User acknowledges and agrees that Operator may amend, revise, or modify such Rules and Regulations without prior notice to User.

(2) Indemnification by User. User shall indemnify, defend, save and hold harmless Operator and the Other Beneficiaries from any and all claims for losses, injuries, damages and liabilities to persons or property, and Operator's and the Other Beneficiaries' attorneys' fees and expenses incurred in connection therewith, occasioned, wholly or in part, by (except to the extent caused by Operator's or the Other Beneficiaries' gross negligence or willful misconduct) (i) the breach of any covenant, agreement, representation or warranty of User under this Agreement or (ii) the negligent acts or omissions or misconduct of User, its agents, officers, directors, partners, shareholders, members, staff and employees, performers, contractors, guests, invitees, participants, artists, players, patrons, licensees or any person admitted to the Premises by User, (or by Operator at User's direction), during the Term and the Event Period or at any other time while the Premises (or any part thereof, or the Theater) are used by User. User assumes full responsibility for the character, acts and conduct of any person admitted to the Premises in accordance with this Agreement.

(3) Indemnification by Operator. Operator shall indemnify, defend, save and hold harmless User and its affiliates and representatives from any and all claims for losses, injuries, damages and liabilities to persons or property, and User's and the Other Beneficiaries' attorneys' fees and expenses incurred in connection therewith, occasioned, wholly or in part, by (except to the extent caused by User's negligence or willful misconduct) (i) the breach of any material covenant, agreement, representation or warranty of Operator under this Agreement or (ii) the negligent acts or omissions or misconduct of Operator, its agents, officers, directors, partners, shareholders, members, staff and employees, contractors, guests, invitees, participants or any person admitted to the Premises by Operator, during the Term and the Event Period or at any other time while the Premises (or any part thereof, or the Theater) are used by User.

(4) Admission to Theater. User shall only allow or permit for admission into the Premises that number of persons that can safely and freely move about the Premises as determined by Operator, in Operator's sole discretion.

(5) Removal of Disorderly Persons, etc. User hereby appoints Operator, or any employee or agent of Operator, User's agent to refuse admission to or to cause to be removed from the Premises or the Theater any disorderly or undesirable person as determined by Operator in its reasonable discretion.

## 5. TICKET SALES.

(1) Box Office Services. Operator, at no cost to User, shall provide box office services to User for all ticket sales made at the Theater during normal business hours and as presented on Addendum A. User is aware of the exclusive nature of the contract between Operator and its ticket company for the sale and distribution of all tickets, and User agrees to pay to Operator applicable box office expenses and ticket agency (FOBI Services) charges at the rates set forth in Paragraph B.3. All ticket sales relating to User's use of the Premises under this Agreement shall be made only by Operator's box office or through other means designated by Operator or as approved by Operator. User shall bear the costs of all bank or merchant fees on tickets to the Event paid for by credit card.

(2) Application of Box Office Receipts. After the conclusion of the Event, Operator shall remit to User a complete box office statement reflecting the proceeds collected by the Operator as well as an invoice (the "Invoice") for the Use Fee, Facility Fee, Personnel and Services Fees, Overtime Fee and Holdover Fee (if any) and all other amounts due under this Agreement owed by User for the Event netted against such proceeds. Pursuant to Section 2 hereof, all proceeds from ticket sales for the Event at the Theater shall be retained by Operator and applied in payment of all sums of money which shall become due from User to Operator hereunder. Operator shall remit to User any ticket sales proceeds, which exceed the amounts, owed by User to Operator hereunder, as set forth in the Invoice. User shall remit to Operator in accordance with Section 2(b), any amounts still owing hereunder after application of the box office receipts.

(3) Third Party Claims. If prior to final settlement pursuant to this Paragraph 6, Operator is put on notice that any party other than User claims the right to receive payment of any amounts due to User pursuant to this Paragraph 6, whether such claim is represented as being due to assignment, lien, security interest, garnishment proceeding or otherwise, then User agrees to indemnify and hold harmless the Other Beneficiaries from and against any loss, damage or claim arising out of disputes concerning rights to receive such payment and agrees to pay the attorneys' fees and costs of Operator and the Other Beneficiaries arising from the determination of the identity of the proper party to be paid the settlement proceeds. Such cost shall be due and payable by User to Operator at such times and in such manner as Operator in its sole discretion designates. Furthermore, User is hereby authorized to withhold from settlement hereunder any amounts claimed by any third party and a reasonable amount for court costs and attorneys' fees until it is determined, to Operator's satisfaction, who the proper payee is.

(4) Complimentary Tickets. User agrees to provide Operator with the number of complimentary tickets for the Event and in such locations as set forth in Paragraph B.3, at no cost or expense to Operator. Operator's tickets shall consist of contiguous seats of four (4). User shall not be obligated to pay to Operator any facility fee for up to [REDACTED] complimentary tickets for each performance.

## 6. UTILITIES AND EQUIPMENT.

(1) Costs of Service. The cost of water, on-site electric lights, air conditioning and equipment customarily provided by Operator and determined necessary by Operator in its sole discretion for the presentation of the Event shall be provided to User with the permanent equipment with which the Theater is equipped. Operator shall not be liable for failure to furnish any of the foregoing if its failure is caused by conditions or events beyond the control of Operator, including but not limited to acts of God, accidents, mechanical breakdowns, repairs or strikes. Such failure shall not constitute a breach of this Agreement or an eviction or disturbance of User's use and possession of the Premises, nor shall Operator be liable, under any circumstances, for loss of life or bodily harm or loss of or damage to property, however occurring, or for loss of profits or other consequential damages arising through or in connection with or incidental to the furnishing of or failure to furnish any of the utilities or other services required to be provided by this Section

7, or for any interruption to the Event, however it may occur. In the event of an interruption of any such services, Operator shall only be obligated to use reasonable diligence to restore such service.

(2) Rehearsals. The cost of any special labor or services in connection with a rehearsal period (or periods) prior to or during the Term, which rehearsal period(s) shall be subject to the availability of the Premises in general and Operator's sole discretion, shall be borne solely by User.

7. RETURN OF PREMISES. User shall, at the conclusion of the Term, return the Premises in good condition, reasonable wear and tear accepted.

8. COOPERATION WITH OTHER USERS. User understands that the Operator may make available for use by others such portions, areas and facilities of the Theater that are not part of the Premises and not subject to this Agreement, including, without limitation, entrances, exits, truck ramps, receiving areas, marshaling areas, storage areas, passenger and freight elevators and concession areas, to be scheduled or shared. User agrees to cooperate in good faith with Operator and with those persons that may be using other portions and areas of the Theater, especially during periods of ingress and egress, in order to make mutual use of the facilities harmonious and agreeable. User agrees that Operator shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and User agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. Operator shall not be responsible for any actions of any other users of the Theater.

9. MOTION PICTURES, RADIO AND TELEVISION. User shall not have the right to negotiate or enter into agreements granting to broadcast or recording entities (collectively, "Media") rights in connection with the staging of the Event without the prior written permission of Operator and Operator may withhold its permission in its sole discretion if Media does not carry insurance which Operator deems appropriate and sufficient. User shall defend, indemnify and hold harmless Operator and Other Beneficiaries for all acts or omissions of personnel who are at the Theater to record, transcribe or broadcast the Event. User shall pay to Operator the fee set forth in Paragraph 4 (a) for any Media transmission of the Event originating from the Theater ("Origination Fee").

10. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS.

(1) Compliance with Laws. User and its agents, guests and employees will observe and comply with all laws, ordinances and regulations adopted or established by the United States, the State of Texas, the City of San Antonio or Bexar County, and the departments, agencies, boards, bureaus and instrumentalities thereof (including without limitation the Americans with Disabilities Act); and with all rules and regulations as promulgated by Operator, and with all rules and regulations of the City of San Antonio Department of Health and Safety and Permits. User shall not permit anything to be done at the Premises, which is in violation of any such laws, statutes, ordinances, or the rules or regulations set forth in Schedule 5. User shall further cause its servants, agents, employees, licensees, contractors, patrons and guests to abide by such rules and regulations which are adopted by Operator from time to time for the use, occupancy and operation of the Theater.

Licenses and Permits. User will obtain at its own expense any licenses, permits and union and trade organization clearances required by any public body or by contract for use by User of the Premises.

11. STAFFING.

(1) Staffing Costs. Unless otherwise provided for herein, Operator will exclusively provide or cause to be provided through other contractors, and User shall pay for or reimburse Operator for its costs for all cleanup and conversion personnel costs, traffic control, police, fire and security personnel for inside and outside of the Theater, public restroom attendants, electricians, janitorial personnel for before, during and after the Event Period, and any other necessary Event-related persons, including box-office personnel, deemed necessary by Operator to properly operate the Theater for the Event and serve and protect the public. In addition, User shall reimburse Operator for physicians and other necessary personnel to be present at the Theater, as well as ambulance service for patrons and guests at the Theater. All such personnel shall be deemed "Event Staffing" and User shall reimburse Operator for the costs of all Event

Staffing. User shall provide Operator with a projected attendance for the Event in writing at least seventy-two (72) hours prior to the Event start and Operator shall staff the Event accordingly.

(2) Hold Harmless. User shall be responsible for employing and paying all Event-specific staff not provided by Operator, which are necessary for the presentation of the Event. User expressly warrants that it has under its direct control all performers, staff, personnel and other participants in the Event not provided for by Operator necessary to produce, organize and conduct the Event. User shall defend, hold harmless and indemnify Operator and the Other Beneficiaries for the actions or omissions of any such staff employed or engaged by User, or any volunteer workers or contractors engaged by User to perform services at the Theater for the Event.

(3) Relationship of Parties. No agent or employee of User or any of its subcontractors shall under any circumstances be deemed an agent or employee of Operator. Further, Operator shall not be construed or held to be a partner, agent or associate by joint venture or otherwise with User in the conduct of its business, it being expressly understood that the relationship between the parties hereto is and shall remain that of licensor and licensee.

(4) Stagehands. Notwithstanding any other provision of this Agreement, it is acknowledged and agreed that (i) all stagehands performing work in connection with the Event are employees of User for all purposes; (ii) Operator in no way requires stage hand work which is related to the Event to be performed by any particular organization or person; (iii) User has the right and obligation to select such stagehands who will perform work related to the Event, such selection being subject only to the approval of Operator; and (iv) User will be solely responsible for the payment of stagehands with no contribution being due from Operator by reduction of its fees and amounts due to it hereunder or otherwise. Nothing herein or elsewhere in this Agreement shall be deemed to grant to User the right to select parties to perform work which is to be furnished by Operator under this Agreement, and which is to be under the control and direction of Operator. The term "stagehand" and "stagehand work" refer to and include work related to Event equipment move-in and move-out, Event equipment and material set up, spotlight, operation rigging work and similar work which is traditionally regarded as stagehand work and which is subject to the direction and control of User or its associates other than Operator and its affiliates.

## 12. EVENT APPROVAL.

Approval of Event. Operator retains approval rights of the Event to be offered under this Agreement and User agrees that no Event or part thereof shall take place if Operator files written objections with User on the grounds that it deems the Event, as planned by User, to be unlawful, dangerous to spectators, not consistent with advertising claims for the Event, or a violation of Event content restrictions agreed to by both parties at the time of the delivery of this Agreement to User or otherwise. In the event of such occurrence, User shall be deemed to be in default hereunder and shall forfeit all rights under this Agreement and shall have no legal recourse against Operator for any damages or for the return of the Deposit.

## 13. PARKING, CONCESSIONS AND MERCHANDISE.

(1) Reservation of Rights. Operator reserves to itself, or to its assigned or designated agents, all rights not expressly granted herein to User, including but not limited to, the right to sell parking passes and collect parking fees for the Event.

(2) Concessions. Operator reserves the sole right to sell all concession items, and all rights to set up and operate any and all concessions, or sell or give away any food, refreshments, beverages, alcoholic beverages, candies, flowers and other consumable items and User shall not be entitled to any revenue deriving therefrom.

(3) Crew and backstage Catering. User understands the Operator has an exclusive agreement with the food service provider / caterer. Operator will allow the traveling caterer for a guest artist to provide crew catering for events in which a guest artist is featured. Operator will allow for the User's booster or League members to provide a buffet-style "pot-luck" meal to the musicians for a limited number of select rehearsals at the Operator's discretion. No other outside food service is allowed. Any and all alcohol provided for User events (including crew and backstage) must be provided via the Operator's Designated food service provider / caterer.

(4) Event Merchandise. User shall have the right to sell programs and souvenirs at the Event, subject to Operator's prior written approval of the form and content thereof, which approval may be withheld by Operator in its sole discretion ("Event Merchandise") and, subject to its obligation described below, to retain the proceeds from such sales. User's items shall be sold at the Theater through Operator or vendors designated by Operator and in consideration of such sales activities, User agrees that it shall pay Operator a sales commission fee on the sale of Event Merchandise as set forth in Paragraph B.4. User shall be responsible for all credit card usage fees incurred by Operator and its vendors in the sale of Event Merchandise during the Event. User shall make available to Operator, upon request, all records and books related to this Agreement at such time and place as shall be designated by Operator for examination thereof for the purpose of an audit to be performed by an auditor designated by Operator. User shall require all of its service contractors to agree to the above referenced covenant upon request of Operator.

(5) Limitations. User shall not, without the express written consent of Operator, which may be withheld in its sole discretion, sell or give away any food, refreshments, alcoholic beverages, beverages, flowers, candies, souvenirs, novelties, printed matter of any kind, photographs or any other products or materials at or within the Premises or the Theater.

#### 14. ADVERTISING.

(1) General. User agrees that all advertising and promotion of the Event will be truthful and accurate, and at the sole expense of User. In all printed, radio and television advertising matter, the Theater shall be designated and referred to as The Tobin Center for Performing Arts (or such other name as Operator shall hereafter provide in writing to User). Prior to any advertisement of the same, Operator must have specifically approved in writing, the use of its name(s) or logo(s) as well as Event titles or descriptions, hours, or operation and ticket purchasing procedures and pricing. At no time shall such advertising matter or programs be posted, distributed or circulated in the Theater, the parking facilities or sidewalks adjacent to the Theater without Operator's prior written approval.

(2) Reservation of Rights. Unless otherwise provided herein, Operator reserves all rights to sell or lease all advertising in any part of the Theater.

(3) Emergency Broadcasting. Operator may, at such times as it may deem appropriate or necessary (including without limitation, during the Event Period), announce any emergency messages.

15. COLLECTIONS. No collections, whether for charity or otherwise, shall be made, attempted, authorized or announced by User on the Premises or at the Theater, without the prior written consent of Operator, which consent Operator may withhold in its sole discretion.

16. CONTROL OF THEATER. Operator reserves the right to control the management and operation of the Theater and to enforce all necessary and proper rules of its management and operation. Operator reserves to its managers and employees the right to enter any part of the Premises at any time.

17. SIGNS AND DECORATIONS. User shall neither post nor erect any decorations, signs, advertisements or posters of any kind or description on or in the Premises, the parking lots or the Theater unless specific, prior written approval has been obtained from Operator (and with respect to material exhibited or displayed in the Theater containing Event promotional material such approval must be at least twenty-one (21) days prior to the first use hereunder).

18. COPYRIGHTS, TRADEMARKS, TRADE NAMES AND PATENTS. User assumes all responsibility for and shall defend, indemnify and save and hold harmless Operator and the Other Beneficiaries against any trademark, trade name, copyright, patented or similar infringements that may occur by or in connection with the use of any trademark, trade name, copyright, patent or otherwise protected material of any nature or kind during or in connection with User's use of the Premises, the Event or the promotion or advertisement thereof. User agrees that it will obtain, at its sole cost and expense, all licenses, permits and union and trade organization clearances and licenses required by any public body or by contract or by statute for use by User of the Premises and/or for the exhibition, playing, showing or presentation of any visual or sound compositions or productions, such licenses to include any licenses required from ASCAP, BMI, SESAC and any other applicable organization or individual. In addition to the Use Fee, User agrees to pay all royalties, license fees and other charges accruing or becoming due by

reason of any music, live or recorded, or other entertainment of any kind played, staged or produced by or on behalf of User, its agents, employees, licensees, performers or contractors, in or upon the Premises or Theater.

19. ALTERATIONS, DAMAGE.

(1) Alterations, Damage. User agrees not to damage, mar, nor in any manner deface the Theater or its equipment and not to cause nor permit anything to be done whereby the Theater or equipment in the Theater is in any manner damaged, marred or defaced, nor shall User drive or permit to be driven any nails, hooks, tacks or screws in any part of the Theater, its parking area or equipment, nor shall User make or allow to be made any alteration, modification or improvement of any kind therein without the express written permission of Operator in each instance, which may be withheld in its reasonable discretion. Damage or unauthorized alterations to the Theater or equipment shall be the sole liability of User, and User agrees unequivocally to reimburse Operator for the cost of replacement, restoration or repair to the building or equipment of the Theater. User also agrees to reimburse Operator for the costs of renting/leasing any replacement equipment, and the loss of revenue resulting from the inability to use equipment or a portion of the Theater due to User's breach of this Section 20.

(2) Repairs. If the Premises or any portion of the Theater is damaged or altered without authorization by the act, omission, default or negligence of User or User's agents, subcontractors, employees, patrons, invitees, guests or any persons admitted to the Premises or Theater by User, User will pay to Operator, upon demand, in cash, a sum equal to the costs of repairing and restoring it to its condition as of the commencement of this Agreement; or User will at the option of, and with the written approval of Operator, make or cause to be made such restoration and repairs at its own expense in accordance with the specifications set forth by Operator.

(3) Hazardous Substances. User shall not, without the written consent of Operator, place or operate any engine, motor or machinery on the Premises or in the Theater or use oils, burning fluids, camphor, kerosene, naphtha, gasoline, or any other hazardous substance for any purpose.

20. LOSS OF USE OF BUILDING.

(1) Force Majeure. Should the Premises, any part thereof or any part of the Theater be destroyed or damaged by an Event of Force Majeure (hereinafter defined) or by any other cause, or if any Event of Force Majeure or other unforeseen occurrence shall render the fulfillment of this Agreement by Operator impracticable, Operator shall not be liable or responsible to User and User shall not be liable to Operator for any damage or loss caused thereby. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, landslides, sinkholes, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination, accidents, repairs, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control of or caused by the party claiming the right to delay the performance on account of such occurrence. In such event, however, User shall pay to Operator a portion of the Use Fee in the amount prorated to the time of such cessation based upon the number of performances to be presented during the Event Period. User further agrees that all of its property or property of others in the Theater shall be used and/or stored in the Theater at the sole risk of User and Operator shall in no event be liable for any loss of damage by theft, vandalism, fire, from steam, electricity, gas, water, rain, ice or other Event of Force Majeure or unforeseen occurrence of any nature or kind. User hereby waives and releases Operator and the Other Beneficiaries, their respective agents or servants, from any and all claims or costs on account of such termination, cessation or inability of Operator to fulfill this Agreement as provided in this Section; unless such claims or costs arise solely out of the gross negligence of Operator or any Other Beneficiaries. Operator's and the Other Beneficiaries' aggregate liability in respect of such gross negligence shall not exceed the total amount of the Deposit delivered to Operator hereunder, which amount is deemed to be the

liquidated and agreed to damages for any termination, cessation or inability of Operator to fulfill this Agreement.

(2) Safety Measures. The House Manager of the Theater or his designee can extinguish all utilities and order evacuation of all or any portion of the Premises or Theater, or cause to be removed therefrom any person or group of persons, any materials, equipment or other things if, in his reasonable judgment, danger is imminent, or dangerous circumstances have already occurred, and such action is necessary to secure the safety and welfare of persons or property. In such event, User hereby waives and releases Operator and the Other Beneficiaries, their respective agents or servants, from any and all claims or costs related thereto; unless such claims or costs arise out of the gross negligence of Operator or the Other Beneficiaries. Operator's and the Other Beneficiaries' aggregate liability in respect of such gross negligence shall not exceed the total amount of the Deposit delivered to Operator hereunder which amount is deemed to be the liquidated and agreed to damages for any such actions of Operator.

(3) Abatement. In the event Operator is unable to tender possession of the Premises because of the unauthorized holding over of any other user, licensee, tenant or other party or due to delays in construction or for any other reason, as long as such inability continues, a per diem abatement of the Use Fee shall be allowed to User, but nothing will operate to extend the Term or Event Period beyond the original expiration date and said abatement of the Use Fee shall be the sole and exclusive liability of Operator to User and the sole remedy of User for any and all losses or damages incurred by User due or related to such delay in obtaining possession of the Premises. The computation of the per diem abatement in the Use Fee is deemed to be the liquidated and agreed to damages for any delay in possession.

21. DEFAULT BY USER. In addition to other events of default set forth elsewhere in this Agreement, User shall be in default if it: fails to conduct the Event during the Event Period (unless such failure is due to an Event of Force Majeure), fails to carry insurance as required hereunder, has any of its checks returned for insufficient funds, fails to observe or perform any of the covenants contained in this Agreement or ceases its business as a going concern. Operator shall have the option to terminate this Agreement and all of User's rights hereunder. Operator shall give User written notice of such default and a cure period of five (5) business days with respect to monetary and insurance defaults and fifteen (15) business days with respect to non-monetary defaults, unless shorter periods are required due to the pending Event Period. Operator shall only exercise its termination right following the expiration of the applicable cure period after which such defaults remain uncured. In the event of such termination, User shall be obligated to pay to Operator, on demand, any damages sustained by Operator by reason of User's actions or inaction and the resulting termination of this Agreement, whether arising because of Operator's inability to re-license the Premises or otherwise. Operator shall have a lien on any personal property of User located at the Premises while User is in Default, and User expressly grants permission to remove and store, at User's expense, any personal property it has left at the Premises or the Theater after the conclusion of the Event. User further agrees that such property may, at Operator's election, be sold by or relinquished to Operator as a set-off against monies owed hereunder. Any election by Operator to adopt one or more of these remedies does not prevent the enforcement of other remedies, or rights available concurrently or thereafter. The provisions of this Section 22 shall be cumulative to those contained in Section 13 hereof relative to cancellation by User and Section 13 hereof relative to User's failure to observe Operator's performance and presentation standards.

22. DEFAULT BY USER'S BANKRUPTCY. In addition to the other events of default set forth elsewhere in this Agreement, User shall be in default if it: becomes insolvent or bankrupt or a bankruptcy or other insolvency proceeding is initiated against User (each of these events, including defaults set forth elsewhere, are referred to as "Default"). In the event of a Default all monies held hereunder may (at Operator's election) be applied by Operator to any and all User Fees, Bond Retirement Fee, personnel and Service Fee or other charges due at the date of bankruptcy and/or insolvency or Default. Further, Operator and/or User shall have the option to terminate the Agreement and all of Operator and/or User's rights, as applicable, hereunder.

23. DEFAULT BY OPERATOR'S INSOLVENCY. In addition to the other events of default set forth elsewhere in this Agreement, Operator shall be in default if it: becomes insolvent or bankrupt or a bankruptcy or other insolvency proceeding is initiated against Operator (each of these events, including defaults set forth elsewhere, are referred to as "Default"). In the event of a Default all monies held

hereunder may (at Operator's election) be applied by Operator to any and all User Fees, Bond Retirement Fee, personnel and Service Fee or other charges due at the date of bankruptcy and/or insolvency or Default. Further, Operator and/or User shall have the option to terminate the Agreement and all of Operator and/or User's rights, as applicable, hereunder.

24. CANCELLATION BY OPERATOR.

(1) Grounds. The Premises is licensed only for the purposes set forth in Paragraph B.2. Any material misrepresentation by User or other person in obtaining this Agreement or failure to comply with any of the material provisions of this Agreement shall be sufficient grounds for immediate cancellation of this Agreement by Operator without liability of Operator, without obligation of Operator to refund any Deposit paid by User and without loss of any right of Operator against User.

(2) Remedies. In the event of any material misrepresentation or violation of any other material provision of this Agreement, Operator, its agents or employees shall further have the right to refuse to allow User to take possession of the Premises or, if User is already in possession, to cause the cessation of all activities by User and the ouster of User from the Premises.

25. RESPONSIBILITY FOR PERSONAL PROPERTY. Operator shall not be responsible for any loss or damage to personal property, including without limitation box office receipts, placed, used or stored in or about the Theater belonging to User, its servants, agents, contractors, subcontractors, guests, patrons and invitees, and User shall hold Operator and the Other Beneficiaries harmless from all claims arising out of any loss or damage to any such property, unless Operator has taken possession of such property and agreed, in writing, to serve as bailee for such property and such loss or damage to property arises out of the gross negligence or willful misconduct of Operator, its employees, representatives or Agents.

26. ASSIGNMENT AND SUBLICENSING. This Agreement shall not be assigned nor shall the Premises be sublicensed without the prior written consent of Operator in each instance, which consent Operator may withhold in its reasonable discretion. Further, Operator shall not be deemed to have negotiated in bad faith on account of failing to approve any proposed transfer, assignment or sublicense. The terms "assignment" or "sublicense" as used in this Agreement shall include any and all transfers of User's interest in this Agreement whether voluntary or involuntary, including any lien upon User's interest, or any transfer by User, any assignee or sub-licensee, heir, personal representative, or successor of User, or by a receiver or trustee with jurisdiction over User, a subsequent assignee or sub-licensee of its property. If Operator is subsequently substituted by a newly named operator, User shall be held to the same provisions of this Agreement. Any attempt by User to assign this Agreement or sublicense the Premises without the prior written consent of Operator shall be null and void and shall constitute Default by User under this Agreement. In the event that Operator permits such an assignment or sublicense, User shall cause the assignee or sub-licensee to enter into an agreement, acceptable to Operator, whereby such assignee or sub-licensee agrees to abide by all the terms, obligations and conditions of this Agreement. If this Agreement is assigned or the Premises or Theater or any part thereof is used or occupied by anyone claiming under this Agreement other than User, Operator may collect compensation from the assignees, user or occupant and apply the net amount collected to the amount payable by User to Operator hereunder, but no such assignment, use, occupancy or collection shall be deemed a waiver of these provisions of User's obligations or liability hereunder.

27. WAIVERS. Waiver of one or more terms or conditions of this Agreement by Operator shall not be deemed a modification or waiver of any other provisions of this Agreement. The failure or delay of Operator at any time to require performance by User of any provision of this Agreement shall not affect the right of Operator to require performance of that or any other provision hereunder. No waiver shall be effective or binding upon Operator unless it is in writing, duly executed by Operator and User as an amendment of this Agreement.

28. TAX RETURNS. User shall be solely responsible for filing any and all federal, state and local tax returns and the payment of all taxes due in connection with the conduct of the Event. Operator reserves the right to prepare and file with any governmental agency any sales or use tax return required in connection with the payment of the Use Fee and other amounts due from User hereunder, and to pay said taxes from funds to be deducted and retained from the sale of admission tickets. Operator shall have no obligation to

file any tax return or pay any tax due by User. All amounts payable under this Section shall not be credited against the Use Fee or any other amount provided for in this Agreement and shall be paid by User in addition thereto.

29. OPERATOR'S PRIVILEGE AND RIGHT TO WITHHOLD FUNDS. User hereby confers upon Operator a first lien, pledge and privilege on all box office receipts, collected from any and all box office locations, for any sums due Operator under this Agreement and agrees that Operator shall have the right to retain so much of the same as shall be necessary to discharge User's obligations to Operator hereunder. Further, User hereby authorizes Operator to withhold from any other funds that may be due User such sums as may be due Operator pursuant to this Agreement, including without limitation, any amount for damages for which User may be liable to Operator.

30. RIGGING. All rigging shall be in accordance with Theater rules and regulations and shall comply with the rigging load diagrams.

31. ATTORNEY FEES. In case any suit or action is instituted by Operator to enforce compliance with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses (including through all appeals) as allowed by law.

32. APPLICABLE LAW. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Texas. All legal proceedings arising under this Agreement shall be conducted in the courts situated in Bexar County, Texas, which courts, User agrees, shall have exclusive venue and jurisdiction.

33. MISCELLANEOUS.

(1) If any Section, subsection, or provision of this Agreement is held invalid or illegal, such section, subsection or provision shall be null and void, and such invalidity or illegality shall not affect the remainder of this Agreement.

(2) This Agreement may only be altered or amended by an instrument in writing properly executed by both parties.

(3) This Agreement embodies the entire agreement of the parties hereto and no representation, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect.

(4) The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

(5) Any matters, rules or regulations or special rental or use agreements not expressly provided for herein shall be reasonably provided by and/or reasonably decided by Operator (upon consultation with User).

(6) This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

34. NOTICES. Any notice, requests, consents, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be hand delivered by messenger or courier service (including overnight mail service), electronically transmitted (except for payment) or mailed by certified mail (postage prepaid), return receipt requested, addressed to:

If to User:

To the contact person for the User set forth on the first page of this Agreement at the address and/or fax number set forth therein.

If to Operator:

Bexar County Performing Arts Foundation  
115 Auditorium Circle  
San Antonio, TX, 78205  
Attn: Sr. Director of Programming and Marketing  
Phone: 210-223-3333  
Fax: 210-224-0980

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered on the date of delivery or, if by electronic transmission, on the date of transmission with confirmation of receipt.



*Library Agreement*

**Commercial Lease Agreement**

This Commercial Lease Agreement ("Lease") is made and effective August 1, 2015, by and between The Tobin Center for the Performing Arts ("Landlord") and San Antonio Symphony ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 100 Auditorium Circle, San Antonio, TX, 78205. The Leased Premises are defined as the spaces detailed and identified as "Library" on Attachment A.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2016 and ending December 31, 2017.

2. Rent. Tenant shall pay to Landlord a monthly rent during the initial period of ~~10,000.00~~ per month.

3. Use. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's effective written consent.

5. Expenses. Landlord shall pay all charges for sewer, gas, electricity, and other utilities currently in place at the Leased Premises. Any and all other expenses (phone, internet, parking, others) incurred by Tenant shall be the responsibility of Tenant unless otherwise expressly agreed in writing by Landlord.

6. Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

7. Access. Tenant shall have rights to occupy the space from 7am through 11pm seven days a week excluding T/OPA Holidays. Tenant's access will be restricted to Tenant Library employees only during non-symphony events in the HEB Hall. Further restrictions may be required on a per show bases. All access and egress must be through the loading dock and check in/out with the security guard on duty.

8. Leased Premises Rules. Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

9. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

10. Termination.

Tenant and Landlord agree that this lease may be terminated by either party by sending written notice of termination to the other. The lease will terminate at the end of the next calendar month (i.e., notices received before the first date of any month terminate the lease as of the end of that month.)

IN WITNESS WHEREOF, the parties have executed this Lease on \_\_\_\_\_.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

# COLLECTIVE BARGAINING AGREEMENT

By and Between

The Symphony Society of San Antonio

And

American Federation of Musicians Local 23

Effective September 1, 2015

Through August 31, 2017\*

\*Duration Subject to Endowment Benchmarks under Article XXIX

GC-7

**Table of Contents**

Preamble ..... 1

**ARTICLE I PURPOSE** ..... 1

    A. Purpose ..... 1

    B. Union Recognition ..... 1

**ARTICLE II DEFINITIONS** ..... 1

    A. Staff Musician ..... 1

    B. Tenured Musician ..... 2

    C. Substitute and Extra Musicians ..... 2

    D. Season ..... 2

    E. Basic Work-week ..... 2

    F. Service ..... 2

    G. Free Service ..... 2

    H. Rehearsal ..... 2

    I. Performance ..... 2

    J. Rehearsal/ Performance Service ..... 3

    K. Student Performance ..... 3

    L. Intermission ..... 3

    M. Day Off ..... 3

    N. Base of Operations ..... 3

    O. Runout ..... 3

    P. Tour ..... 3

    Q. Grievance ..... 4

    R. Doubling ..... 4

    S. Personnel Manager ..... 4

    T. Immediate Family ..... 4

    U. On-Call ..... 4

    V. Opera ..... 4

    W. Opera Production ..... 4

    X. Oratorio ..... 4

**ARTICLE III MANAGEMENT RIGHTS AND RESPONSIBILITIES** ..... 4

    A. Reserved Rights ..... 4

    B. Force Majeure ..... 5

    C. Transfer of Assets ..... 5

**ARTICLE IV NON-DISCRIMINATION** ..... 6

**ARTICLE V MINIMUM ORCHESTRA COMPLEMENT** ..... 6

**ARTICLE VI LENGTH OF SEASON AND FINANCIAL TERMS** ..... 6

    A. Length of Season ..... 6

    B. Salary ..... 7

    C. Endowment Benchmarks ..... 7

    D. Seniority Pay ..... 8

    E. Doubling When Not Included in Individual Contracts ..... 9

    F. Principal and Assistant (or Associate) Principal Pay - Non-titled Musician ..... 9

    G. Severance Pay ..... 9

H. Substitute and Extra Musicians ..... 9

I. Paycheck Distribution ..... 10

**ARTICLE VII VACATIONS AND COMMUNITY OUTREACH AND EDUCATION PROGRAM..... 11**

**ARTICLE IX INSURANCE ..... 11**

A. Instrument Insurance ..... 13

B. Medical Insurance ..... 13

C. Flexible Spending Account ..... 13

D. Long-Term Disability Benefits ..... 13

E. Disability Grievance and Arbitration ..... 14

F. Unemployment Insurance ..... 14

G. Life Insurance ..... 14

H. Employee Assistance Program ..... 15

I. Dental Plan ..... 15

**ARTICLE X PENSION AND SUPPLEMENTAL RETIREMENT PLANS ..... 15**

A. American Federation of Musicians and Employers' Pension Fund (AFM-EPF) ..... 15

B. 403(b) ..... 16

**ARTICLE XI LEAVES OF ABSENCE ..... 16**

A. Personal Leave ..... 16

B. Family Death, Illness ..... 17

C. Sick Leave ..... 17

D. Maternity/Paternity Leave ..... 18

E. Sabbatical Leave for Season ..... 18

F. Unpaid Leave ..... 18

G. Work Related Injuries ..... 19

H. Other Family Leave ..... 19

**ARTICLE XII INDIVIDUAL CONTRACTS ..... 20**

**ARTICLE XVI ELECTRONIC MEDIA ACTIVITY ..... 35**

**ARTICLE XVII RUNOUTS ..... 37**

**ARTICLE XVIII TOURS ..... 39**

**ARTICLE XIX RESIDENCIES ..... 42**

**ARTICLE XX AUDITIONS ..... 43**

**ARTICLE XXII DISPUTE RESOLUTION ..... 53**

**ARTICLE XXV NO LOCKOUTS, NO STRIKES ..... 60**

**ARTICLE XXVI COMPLIANCE WITH STATE AND FEDERAL LAW ..... 60**

**ARTICLE XXVIII NEGOTIATIONS ..... 61**

**ARTICLE XXIX TERM OF AGREEMENT ..... 61**

**APPENDIX A INDIVIDUAL CONTRACT FORM ..... 63**

**CODE OF ETHICAL PRACTICES FOR NATIONAL AND INTERNATIONAL AUDITIONS ..... 64**

**MAJESTIC THEATRE SIDE LETTER ..... 66**

**EXPECTATIONS FOR SAN ANTONIO SYMPHONY BOARD MEMBERS ..... 68**

## COLLECTIVE BARGAINING AGREEMENT

### PREAMBLE

This Agreement is made and entered into effective this 1<sup>st</sup> day of September, 2015 between the Symphony Society of San Antonio, a non-profit corporation organized under the laws of the State of Texas, hereinafter referred to as "Employer"; and Local 23 of the American Federation of Musicians, hereinafter referred to as "Union"; and is conclusive evidence that the Employer and the Union have agreed, and do hereby agree as follows:

### ARTICLE I PURPOSE

#### A. Purpose

The Employer and the Union each agree that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize common interests, to formulate and fix provisions governing the relationship between the Employer and the Union, and to set and establish wage scales, hours of work and other terms and conditions of employment for all staff musicians who are engaged by the Employer to render services during the term of this Agreement.

#### B. Union Recognition

The Employer recognizes the Musicians Society of San Antonio, Local 23, American Federation of Musicians, AFL-CIO, as the sole and exclusive bargaining agent with respect to minimum wages and other terms and conditions of employment for all musicians including those in titled positions employed by the Employer.

The Union, including the elected representatives of the Orchestra's musicians, shall negotiate the collective bargaining agreement and shall be authorized to submit collective bargaining proposals for this and any future collective bargaining agreement. The Union and the Orchestra Committee shall work together in the administration of this Agreement.

The Orchestra's representatives shall be the Orchestra Committee or a Negotiating Committee consisting of staff musicians duly elected in accordance with procedures determined by the Orchestra Committee, which shall work with the Union in the negotiation and administration of this Agreement.

### ARTICLE II DEFINITIONS

#### A. Staff Musician

An instrumentalist employed by the Employer to render services in the Orchestra under an individual written employment contract hereinafter referred to as "individual contract". Pursuant to Article XII.G, one (1) fulltime Librarian, hereinafter referred to as "Librarian" is considered a staff musician.

B. Tenured Musician

A staff musician who has accepted an individual contract or offer of employment for a third consecutive season without receiving a letter of non-renewal. A musician's first season shall be defined as the first season in which he is employed as a staff musician pursuant to the audition procedures in Article XX.E.

C. Substitute and Extra Musicians

A substitute musician is a musician employed on a temporary basis to replace a staff musician who is ill or who is on an approved leave of any kind. An extra musician is a musician employed on a temporary basis to supplement the regular complement of the Orchestra.

D. Season

The total number of weeks for which staff musicians are employed each contract year under this Agreement. The weeks need not be consecutive; however, all weeks of the season shall occur within a period of thirty-nine (39) consecutive weeks.

E. Basic Work-week

A period of seven (7) consecutive days, consistent from week to week throughout the season, the first day of which shall be determined each season by the Employer and announced not later than the last day of the preceding season. For the duration of this Agreement a basic workweek will have an average of not more than seven (7) services.

F. Service

A performance, a rehearsal, an electronic media activity, or back to back performances as provided in Article XIII.E.5.b.

With the exception of Article II.J. below, a service may be designated as a rehearsal or a performance, but cannot be both.

G. Free Service

A service donated by the Orchestra without charge to the Employer. A Free Service is not counted in the weekly service count or the basic workweek of any staff musician.

H. Rehearsal

The time during which the Orchestra prepares for performances.

I. Performance

A service in which no preparatory work is done and at which the musicians are required to perform for an audience.

J. Rehearsal/ Performance Service

A service which consists of a rehearsal of one (1) hour's duration, an intermission of thirty (30) minutes' duration and a performance of one (1) hour's duration. The music shall be the same for the rehearsal and for the performance.

K. Student Performance

Any performance presented to school children (pre-school through 12<sup>th</sup> grade).

L. Intermission

A rest period during which a musician is not required to render professional service.

M. Day Off

1. A twenty-four (24) hour period other than Saturday or Sunday, commencing at 12:01 a.m. on the same day of each week in the season except as provided in Article XIII.G, during which no work or travel will be required of the musicians. The specific day off for each season will be determined by the Employer and announced not later than the last day of the preceding season.
2. Rehearsal for an opera performance may be scheduled on one (1) Monday per set of operas or operas in repertory. No musician involved in a Monday Opera rehearsal may be scheduled to work more than six (6) consecutive days including the Monday rehearsal.

N. Base of Operations

The facility at which a majority of the Orchestra's services occur. The Employer shall have the exclusive right to determine the venue(s) in which the orchestra rehearses or performs, including its base of operations.

O. Runout

A trip beyond a forty (40) mile radius of the Base of Operations in which departure and return occur on the same day.

P. Tour

An overnight trip away from the Base of Operations with hotel accommodations.

1. A domestic tour is a tour within the continental United States.
2. A foreign tour is any tour outside the continental United States.

Q. Grievance

Any dispute between a musician and the Employer or between the Union and the Employer concerning the interpretation, application or alleged violation of this Agreement.

R. Doubling

Performing on any instrument(s) not specified in the staff musician's individual contract.

S. Personnel Manager

In instances where the Personnel Manager is not present, the Assistant Personnel Manager or other designee shall assume the same responsibilities.

T. Immediate Family

Spouse, mother, father, child, brother, sister, grandparent, grandchild, in-law, spouse equivalent or immediate family member equivalent.

U. On-Call

Musician will be required to be reachable by phone up to the start time of the service, and be able to attend a service when called, subject to their normal commute.

V. Opera

A dramatic work in one or more acts, set to music for singers and instrumentalists.

W. Opera Production

A production that presents, includes, or is excerpted from an opera or any part thereof.

X. Oratorio

A musical work for orchestra and voices, typically a narrative on a religious theme, performed without the use of costumes, scenery or action.

**ARTICLE III MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. Reserved Rights

Except to the extent expressly abridged by a provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights, functions, and prerogatives of management of the business. It is understood by the parties that the foregoing is not intended to limit the Union's right to bargain in good faith with the Employer concerning matters of mutual concern, nor does the foregoing constitute any waiver, whether express or implied, of the duty of the Employer and the Union to bargain in good faith. In the event a question arises which is not covered by the provisions of this

Collective Bargaining Agreement, the parties shall undertake earnest negotiations for a reasonable and mutually agreeable settlement.

B. Force Majeure

In the event it becomes impossible to continue the seasons provided for under the terms of this Agreement by reason of any act of nature such as fire, flood or pestilence, or because of any rules or regulation of a civil or military nature promulgated by Federal, State, or Municipal authorities, then the Employer will have the right to cancel this Agreement upon the payment to each staff musician of stipulated compensation to the date of such cancellation. The employer will make every reasonable effort to continue the seasons.

C. Transfer of Assets

It is the intention of the Employer to continue and to increase, in its discretion and as its finances permit, the scope of its activities as a symphony orchestra as contemplated by the structure of the Collective Bargaining Agreement. However, if the Board of Directors by resolution duly adopted determines that it shall dissolve the Symphony Society of San Antonio, then to the extent permitted by law and subject to its other legal obligations, the Society shall turn over and/or cause to be turned over all assets of the Symphony Society and all endowment and related funds to an organization established (or in the legitimate process of establishment) under Section 501(c)(3) of the U.S. Internal Revenue Code, the purpose of which shall be to effectuate the preservation or restoration of the Orchestra.

Such transfer of assets shall be subject to the approval of the Union and the members of the Orchestra as well as the Board of Directors of the Society; the Board of Directors shall be advised jointly by a representative designated by the CEO of the League of American Orchestras (LAO) or another individual chosen by the Employer and a representative designated by the CEO of the Chair of the International Conference of Symphony and Opera Musicians (ICSOM). In no event shall the officers, agents, directors or trustees of the Employer be personally liable for any financial obligations which the Employer may have or may incur in the future to the Union, to the Orchestra Committee or to the individual musicians of the Orchestra.

**ARTICLE IV NON-DISCRIMINATION**

- A. The provisions of this Agreement shall be applied to all employees without regard to race, age, color, creed, religion, sex, national origin, sexual preference or gender identity, disability as provided for in the Texas Commission on Human Rights and the Americans with Disabilities Acts, membership or non-membership in the Union, or activity or lack of activity on the Union's behalf; neither the Union nor the Employer shall exert any pressure against any employee in regard to such matters.
- B. All references to the male or female gender throughout this Agreement shall apply to either male or female gender.

**ARTICLE V MINIMUM ORCHESTRA COMPLEMENT**

The minimum Orchestra complement for the duration of this Agreement, including the Librarian, shall be seventy-two (72) staff musicians.

The following section minimums are dictated needs, which are minimums only, and may be exceeded:

1 <sup>st</sup> Violin	12	
2 <sup>nd</sup> Violin	11	
Viola	7	
Cello	7	
Bass	6	
Flute	3	
Oboe	3	
Clarinet	3	
Bassoon	3	
Horn	4	
Trumpet	3	
Trombone	3	
Tuba	1	
Harp	1	
Percussion	3	
Timpani	1	
Librarian	1	(Total 72)

The Employer recognizes that section vacancies resulting from musicians taking approved leave may increase the artistic and physical burdens on the remaining section musicians. The Employer will take this factor into consideration in determining whether to utilize substitute musicians.

**ARTICLE VI LENGTH OF SEASON AND FINANCIAL TERMS**

- A. Length of Season

The minimum number of guaranteed weeks shall be as follows:

Season	Guaranteed Weeks*
2015-2016	minimum 30 weeks
2016-2017	minimum 30 weeks
2017-2018	See articles VI.C and XXIX
2018-2019	See articles VI.C and XXIX
2019-2020	See articles VI.C and XXIX

\*Subject to Article VI.C

The weeks need not be consecutive; however, all weeks of the season shall occur within a period of thirty-nine (39) consecutive weeks.

At the beginning or the end of the season, no more than one of these guaranteed weeks shall consist of services provided to any outside arts organization.

#### B. Salary

The minimum guaranteed weekly salary for each season covered by this Agreement shall be as follows:

2015-2016	\$1,110
2016-2017	\$1,120
2017-2018	See articles VI.C and XXIX
2018-2019	See articles VI.C and XXIX
2019-2020	See articles VI.C and XXIX

\*Subject to Article VI.C

An amount not less than the dollar amount of the increase in minimum salary in each year shall be added to each musician's salary.

#### C. Endowment Benchmarks

Guaranteed minimum weeks set forth in Section A of this Article and minimum weekly salaries set forth in Section B of this Article will increase beyond the above recognized minimums and any subsequent increases in the minimums if the San Antonio Symphony successfully reaches the endowment benchmarks listed below:

Endowment benchmark 1: At such time, if any, as the San Antonio Symphony endowment fund increases to at least \$12,500,000 (Twelve Million Five Hundred Thousand Dollars), one additional minimum guaranteed week will be added to the following season, and \$15 per week shall be added to the minimum weekly salary no

later than the second issuance of musicians' paychecks after the date the benchmark was reached;

Endowment benchmark 2: At such time, if any, as the San Antonio Symphony endowment fund increases to at least \$20,000,000 (Twenty Million Dollars), one additional minimum guaranteed week will be added to the following season, and \$15 per week shall be added to the minimum weekly salary no later than the second issuance of musicians' paychecks after the date the benchmark was reached;

Endowment benchmark 3: At such time, if any, as the San Antonio Symphony endowment fund increases to at least \$25,000,000 (Twenty-Five Million Dollars) one additional minimum guaranteed week will be added to the following season, and \$15 per week shall be added to the minimum weekly salary no later than the second issuance of musicians' paychecks after the date the benchmark was reached;

Endowment benchmark 4: At such time, if any, as the San Antonio Symphony endowment fund increases to at least \$30,000,000 (Thirty Million Dollars), one additional minimum guaranteed week will be added to the following season, and \$15 per week shall be added to the minimum weekly salary no later than the second issuance of musicians' paychecks after the date the benchmark was reached;

The increases in guaranteed minimum weeks and minimum weekly salaries shall be cumulative and there shall be no limit on the number of increases in guaranteed minimum weeks or guaranteed minimum salaries per season. For example if endowment benchmarks 1 and 2, or 1, 2, and 3 are reached during the 2015-2016 season, all of the additional guaranteed weeks triggered thereby shall be implemented in the 2016-2017 season, and all of the salary increases triggered thereby shall be implemented no later than the second issuance of musicians' paychecks after the date the benchmark was reached, and so on. The \$1,120 minimum guaranteed weekly salary for 2016-2017 shall be part of the minimum base and any benchmark-triggered salary increases shall be in addition thereto. For example if benchmark 1 is reached during 2015-2016, the 2016-2017 weekly salary will be \$1,135 at a minimum; if benchmark 1 is reached during 2016-2017 the minimum weekly salary will become \$1,135 at such time; at such time as benchmark 2 is reached the minimum weekly salary will become \$1,150; and similarly cumulating through the duration of the Agreement.

#### D. Seniority Pay

In addition to the weekly salary rates as previously specified, each staff musician who has completed at least five (5) consecutive seasons of employment pursuant to the audition procedures in this agreement will receive seniority pay computed at the rate of two dollars (\$2.00) per week per completed season.

E. Doubling When Not Included in Individual Contracts

Doubling when not included in a musician's individual contract will be paid at the rate of twenty five percent (25%) of base weekly pay prorated on a per service basis, per instrument. This will be applicable to all services. A musician will have the right to refuse to double if doubling is not included in his individual contract.

F. Principal and Assistant (or Associate) Principal Pay - Non-titled Musician

If a non-titled musician is requested by the Employer to play assistant principal or principal, he will receive the minimum compensation per service for the position as set forth in Article XII E. The Employer shall make every effort to make such a request in a timely manner.

Any non-titled musician will have the right to refuse to play assistant principal or principal. A non-titled musician will not be denied re-employment for refusing to play assistant principal or principal.

G. Severance Pay

A tenured staff musician whose individual contract is not renewed pursuant to the non-renewal language within this Agreement shall be entitled to severance pay of two hundred (\$200.00) dollars per year of service to a maximum of three thousand (\$3,000.00) dollars. A musician who is dismissed for just cause is not eligible for severance pay.

H. Substitute and Extra Musicians

Substitute and extra musicians shall be paid in accordance with the following minimum scale:

Season	Rehearsals	Performances
2015-2016	\$100.00	\$150.00

The rehearsal rate will increase by an additional \$5.00 (five dollars) in each subsequent year of this agreement.

Substitute and extra musicians are required to be paid contractual overscale pay for playing titled positions, and contractual doubling pay. Sole exclusions to doubling are: A/Bb, C Clarinets, Bb and C trumpets, high F tuba and tuba, and instruments within each separate category of percussion (timpani, percussion and drumset).

Substitute and extra musicians shall be paid overtime when applicable.

I. Paycheck Distribution

Symphony pay periods shall be paid on the basis of 21 pay periods from September 1 through June 30. Musicians shall be paid on Friday every two weeks. The first pay date in September will be set in alignment with the ongoing pay schedule.

The total annual salary, including any overscale and EMG stated in a player's individual contract, will be divided equally between these pay periods. If there are adjustments during a work week, they will be made on the following complete period payday(s). Adjustments include, but are not limited to, overtime pay, move-up pay, pay reductions for unpaid leave and doubling not stated in the player's individual contract.

J. Opera

1. Any week containing a service or services related to an opera production will be an additional week of the season and will not count toward the minimum number of guaranteed weeks specified in Section A of this Article. The only exceptions are:
  - a. Two (2) rehearsals may be scheduled during the week of the season immediately before an additional opera week, provided that the number of services in that prior week do not then exceed seven (7).
  - b. The Employer may produce a performance which includes one or more excerpts from an opera or operas without constituting an additional week of the season provided that the total listed time per the weekly schedule for such excerpt(s) is no more than 55 minutes and provided the Employer does not collaborate with an opera company in producing the opera excerpt(s).
2. Special Provisions for Additional Opera Weeks
  - a. The workweek will have a maximum of six (6) services. However up to two (2) opera weeks may have a maximum of seven (7) services provided that each such week is offset by an opera week of no more than five (5) services.
  - b. No service may exceed three (3) hours.
  - c. Two service day: A two and one half (2-1/2) hour rehearsal may be scheduled on the same day as a three (3) hour opera rehearsal.
  - d. There will be no rehearsals on the day of an opera performance.
  - e. Day Off: The day off may be moved to accommodate scheduling an opera rehearsal on the normal day off provided that no musician involved in this rehearsal may be scheduled to work more than six (6) consecutive days including this rehearsal.
3. Musicians on stage: Musicians who are required to move from the pit to perform on stage or backstage will receive an additional ten percent (10%) for that service

4. Musicians in Costume: Musicians who are required to be in costume will receive an additional ten percent (10%) for that Service

#### **ARTICLE VII VACATIONS AND COMMUNITY OUTREACH AND EDUCATION PROGRAMS**

- A. If and when endowment benchmark 4 is reached the parties will discuss the possibility of instituting a paid Winter Holiday consisting of eight (8) consecutive calendar days of the Employer's choice but that must include December 24 and 25, for which employees will receive one week's pay at each employee's respective regular rate of pay notwithstanding anything to the contrary in Article XIII.
- B. The Employer will implement a service exchange arrangement for projects as noted in Section C.1 which shall permit each Musician to earn an additional paid week off each Season free of all services. Participation in this service exchange arrangement shall be voluntary.
- C. The following will apply to the Community Outreach and Education Program:
  1. To earn this exchange week, each participating Musician will offer the equivalent of seven (7) services to be used for Community Outreach and Education. These exchange services, which could be up to two and one-half (2 1/2) hours in length, can be used during any week of the season as defined in Article II, Section D. Circumstances when travel time will be included in the exchange service count can be agreed upon in advance between the Musician and the Employer. Exchange services are in addition to regularly scheduled services and will not count against the service count of that week. A Musician's individual services may be used for education activities, fundraising opportunities, small performance activities or promotion of the San Antonio Symphony as approved by management. Four (4) weeks prior to the end of each season offers will be distributed to all staff musicians asking whether they wish to participate in Community Outreach and Education during the following season. Musicians desiring to participate shall return said agreement during the last week of the season.\*
  2. The Employer will use its best effort to honor Musicians' choices for the types of service they would like to perform, and will give good faith consideration to Musicians' suggestions for Community Outreach and Education services. However, the Employer has the right to use each Musician's exchange services to further the outreach and education mission if their preferences or suggestions cannot be accommodated for bona fide artistic or administrative reasons. The Employer will use its best efforts to inform Musicians of a scheduled service at least twenty-one (21) days in advance. Every attempt should be made by the Musician to fulfill the scheduled service subject to genuine schedule conflicts, for

example but not limited to, professional engagements, children's school activities, pre-planned family or social events, child care responsibilities, family medical issues, and matters of a similar excusable nature. The Musician will notify the Employer as soon as possible of a schedule conflict, and the Employer will not unreasonably withhold recognition of the conflict. Should any Musician miss a scheduled service due to unforeseen illness or schedule conflict, or circumstances beyond the control of the Musician or the participating program, the service should be made up or the Employer contacted to reschedule the service.

3. The exchange week off for those participating will be a floating week with pay. Selection of dates for such an exchange week will be at the musician's discretion. Management may deny a musician's selection of dates for weeks which include classical subscription performances if the number of musicians in any section who use an exchange week and/or personal services exceeds the limits in Article XI.A (Personal Leave). A Musician who volunteers for the Community Outreach and Education Program will be granted a full week off with pay even if the Employer cannot use all of the exchange services. A Musician must notify the Employer of his/her floating exchange week not less than twenty-one (21) days prior to the week in which the time off is to occur. Any conflict regarding exchange weeks that cannot be resolved by the staff musician and the Employer will be resolved by a majority vote of the Orchestra Committee within seven (7) days of notification of the unresolved conflict.
4. This article and the Community Outreach and Education Program will not be used to conduct private teaching of a type customarily taught in private studio music lessons.

\* The Employer will distribute the offers for participation during the 2015-2016 season as soon as administratively feasible after both parties have ratified this Agreement and the Musicians who wish to participate will return the agreements within four weeks after the Employer distributes them.

## ARTICLE VIII

### HOLIDAYS

The following will constitute holidays on which there will be no services:

Labor Day	Thanksgiving Day
Rosh Hashanah	First Day of Passover
Yom Kippur	Easter Sunday

The holidays for Rosh Hashanah, Yom Kippur, and Passover shall be of twenty-four (24) hours' duration, beginning ninety (90) minutes before sunset on the eve of the day and ending ninety (90) minutes after sunset on the following day.

For each of the days provided by this Article, the staff musician shall receive the regular daily rate of pay which he is earning at the time the day occurs.

## ARTICLE IX

## INSURANCE

### A. Instrument Insurance

The Employer will make group instrument insurance available to the Orchestra. All insurance premiums for principal instrument(s) specified in the individual contracts of staff musicians and for cases and accessories for said instrument(s) shall be paid by the Employer, to a maximum insured instrument value of one hundred thousand dollars (\$100,000.00) per musician, aggregated so as to include all instruments in the Orchestra. Musicians may obtain coverage for other personal instruments, cases and accessories under the Employer's group policy by paying the premium costs for the additional coverage.

### B. Medical Insurance

Effective September 1, 2015, the below-listed sums will be made available toward the purchase of a health insurance plan selected by the musicians.

2015-2016	\$410.00
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The musicians' benefits committee shall meet no less than annually in a timely fashion to review the benefits and proposed premium rates for the following year. This committee shall act in good faith to address maintaining current benefits and controlling the Employer's costs. This committee's plan selection on behalf of the musicians may include changing carriers, amending benefits or maintaining the current plan. Any deadlocked vote of the benefits committee will be resolved by the Union internally. Should the following year's premium under any plan increase by less than 15% over the previous year's premium then the musicians' monthly stipend shall increase by that same percentage, cumulative of any previous increases under this paragraph. Should the premium increase by 15% or greater, the musicians' benefit committee and the Union negotiating committee shall meet with the Employer to identify a mutually agreeable alternative benefits which have a maximum premium equal to no more than 15% greater than the previous year's premium. In this paragraph the "premium" for the purpose of identifying the percentage of premium increase means the premium rate for the lowest cost individual coverage.

### C. Flexible Spending Account

The Employer will offer a voluntary flexible spending account (FSA) option to the Orchestra. A full medical and dependent care expense FSA will be offered.

D. Long-Term Disability Benefits

The Employer will make long-term disability benefits available to the Orchestra at the Employer's expense during each season for the term of this Agreement. A committee composed of equal voting representation between the Employer and the musicians will be formed to search for a plan that provides benefits one hundred eighty (180) days after the onset of the injury or illness giving rise to the claimed disability, that will pay two-third (2/3) salary for a five year (own occupation) period if the staff musician is and continues to be unable to perform his regular duties, and which will provide for two-thirds (2/3) salary to age sixty-five (65) in the event the musician becomes totally disabled. The benefits shall be increased each year by the cost of living.

Notwithstanding the above, the committee's choice of a long-term disability insurance plan will be binding on the parties to this Agreement, and any variance between the plan chosen by the committee and the benefits provided in this section shall not be considered a violation of the Agreement. Furthermore, the parties agree that claims of insurance denied by the carrier shall not be considered a violation of this Agreement but a matter between the claimant and the carrier.

It is further agreed that the Employer and the Orchestra will select said disability coverage by a joint committee with fifty percent (50%) voting participation by musicians.

The Employer and the Union agree that the amount of money needed to pay the premiums for long-term disability insurance for musicians will be added to their regular wages and then deducted by the Employer so as to establish that the premiums are paid on a self-pay basis.

E. Disability Grievance and Arbitration

The parties expressly agree that individual claims and matters other than equivalency of coverage shall not be subject to the grievance and arbitration procedure as outlined in Article XXII.

F. Unemployment Insurance

The Employer shall provide unemployment insurance in accordance with the terms and provisions of the Texas Unemployment Compensation Act (Article 5221b, V.A.T.C.S) throughout the term of this Agreement.

G. Life Insurance

The Employer will make term life insurance available to the Orchestra at the Employer's expense to provide an insured benefit of forty-five thousand dollars (\$45,000.00) for each staff musician.

Subject to market availability, the Employer will make additional life insurance coverage available to the Orchestra. Participation in such coverage will be optional, and the cost of said coverage will be borne by the participant.

H. Employee Assistance Program

The Employer will provide an Employee Assistance Program for the staff musicians for the duration of this Agreement. Each season the Employer will provide a basic orientation meeting, and will arrange for life skills education, such as a monthly magazine, two (2) general interest seminars, or other equivalent benefit agreed upon by members of the Benefits Committee.

I. Dental Plan

Subject to sufficient enrollment as may be required by carriers of available policies, the Employer will make a group dental insurance plan available to the Orchestra. The Employer and the Orchestra will select this dental policy by a joint committee. Participation in such plans will be optional, and the cost of said plan will be borne by the participant.

**ARTICLE X PENSION AND SUPPLEMENTAL RETIREMENT PLANS**

A. American Federation of Musicians and Employers' Pension Fund (AFM-EPF)

The Employer shall contribute the percentages set forth below for the periods indicated of all staff musicians' earnings of whatever nature covered by the Agreement to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as heretofore or hereafter amended, and shall further submit such reports in such form as the Trustees of the AFM-EPF may reasonably require and make its records available for such reasonable audit by the Trustees as they may require.

Effective September 1, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 4.6325%

All new staff musicians shall receive a current AFM-EPF plan booklet during the first month of their employment. Each musician shall be offered the opportunity to fill out a new beneficiary card at the beginning of each season.

The Federation and the Trustees of the AFM-EPF, or either of them, shall have the right to enforce the provisions of this Section A.

Scale wages referred to in Article 9.1.(c) in the AFM-EPF Trust Agreement are based on all wages paid for musical performances and services. These include but are not limited to any wages paid for:

1. Base salary
2. Seniority payments
3. Doubling
4. Overscale for titled players (principal and assistant/associate)
5. Individually negotiated overscale payments (merit pay)
6. Overtime
7. Audition pay
8. Move-up pay
9. Pay for recordings or broadcasts
10. Pay for solo concertos
11. Extra pay for playing in a small ensemble on a regular service
12. Pay for extra services

Payments which are not considered scale wages include:

1. Other group health care benefit payments
2. Long-term disability benefits
3. Parking
4. Temperature pay
5. Cartage
6. Per Diem
7. Mileage

B. 403(b)

Contributions to employee 403(b) plans shall be made not later than ten (10) days after the end of each month for which such contributions are due.

## ARTICLE XI

## LEAVES OF ABSENCE

A. Personal Leave

Each staff musician shall be entitled to six (6) personal services off per season upon twenty-one (21) days' prior written request. Further, if the actual number of weeks of performances in any season is 32 or more, then the allotment will be increased to seven (7) services under the same conditions. Selection of dates for such personal services will be at the musician's discretion. Personal services may be denied for dates which include the final rehearsal for, or a performance of, a classical subscription performance, an opera, or a special event conducted by the Music Director, unless the reason for the request is a significant and immovable event (e.g., an audition, wedding or graduation). A personal service applies to that situation when, by the taking off of a single service, the musician remains available for performance of any related services. If the musician is not available, the use of other remaining personal services may be required. When a musician requests personal leave for one or more Rehearsal or Performance services for a program, it is understood that the musician will be On-Call for all related services. Any conflict regarding personal services that cannot be resolved by

the staff musician and the Employer will be resolved by a majority vote of the Orchestra Committee within seven (7) days of notification of the unresolved conflict.

At the discretion of the Employer, an unused personal service may be returned to a musician after a personal service request has been approved.

For non-classical subscription performances, the number of musicians in any section who may use a personal service for any single performance shall not exceed the following:

Violin I	6
Violin II	5
Viola	3
Cello	3
Bass	3
All other sections	2

These limits shall not apply in the event of auditions and other significant and immovable events. Additional personal leave may be obtained at the Employer's discretion.

B. Family Death, Illness

In the event of the death or serious illness of a member of a staff musician's immediate family, said staff musician will be granted emergency leave not to exceed seven (7) days. During emergency leave, the affected staff musician will receive his full salary, but will not receive any additional payments that may be made to the Orchestra, including, but not limited to, overtime, extra service payment and per diem.

C. Sick Leave

The Employer shall excuse a staff musician's absence from a service due to the musician's personal illness, injury or disability, provided that the musician notifies the Employer as soon as possible of his inability to attend a service. The Employer may, at its discretion, require the musician to provide, at the musician's expense, a doctor's written certification of the illness, injury or disability. The Employer may require the musician to submit to an examination by a physician of the Employer's choosing, at the Employer's expense.

During each season, each staff musician shall be entitled to ninety (90) calendar days sick leave at full pay with an additional ninety (90) calendar days sick leave at two-thirds (2/3) pay. To qualify for sick leave, the musician must be unable to perform because of illness, injury or disability. Sick leave shall be paid only for workweeks of the season, and shall not be cumulative from year to year. Sick leave shall be paid as noted above, but shall not be paid during a period for which vacation pay is received. Under no circumstances shall the Employer have any obligation to pay a staff musician for unused sick leave.

D. Maternity/Paternity Leave

1. Up to eight (8) weeks of paid leave may be taken by the primary care provider in the event of either childbirth or adoption.
2. These weeks will be considered consecutive weeks of work. Non-service weeks during the 39-week period shall not be part of the consecutive weeks of work under this Article. If the maternity/paternity leave period was not completed within a single season, the remaining week(s) may be taken consecutively, starting from the beginning of the following season. Additionally, any weeks of Community Engagement services that occur during the leave period will not count towards the consecutive 8 weeks of this leave unless a musician requests it. Additional unpaid leave to the primary care provider beyond the eight (8) weeks may be requested by the musician and granted by the Employer at the Employer's discretion, without penalty.
3. Up to two (2) weeks of paid leave may be taken by the non-primary care provider.

E. Sabbatical Leave for Season

A staff musician who has been employed for five (5) full consecutive seasons may take a sabbatical leave of absence for one (1) season without pay at the discretion of the Music Director. A musician must complete five (5) additional consecutive seasons before he will be eligible for another sabbatical leave. If the Music Director denies a request under this Section, the musician may appeal to the Orchestra Committee, whose majority decision shall be final. A musician who wishes to take a sabbatical leave must submit a written request to the Employer no later than January 15 during the season preceding the desired sabbatical leave season. A musician taking such leave must notify the Employer in writing, no later than January 1 of the season during which leave is taken, of his intention to return to active employment following the expiration of his leave; absent such timely notice, the musician shall forfeit any right to reinstatement to any position with the Employer.

Any musician taking sabbatical leave will otherwise retain all rights accumulated under the terms of this Agreement, provided, however, that the musician will not accrue any seniority or benefits during the period of such leave, nor will be entitled to any funding of his pension account by the Employer during the period of such leave. Any musician on a sabbatical leave may continue his group insurance coverage at his own expense, at the current Orchestra group rate. If a replacement musician is required, the cost, including salary, for obtaining such replacement will be paid by the Employer.

F. Unpaid Leave

Management has the right to grant a musician's request for unpaid leave at Management's discretion.

It is mutually understood and agreed that as result of granting a musician's request for any form of unpaid leave, the Society has the right to dock the musician's individual weekly salary as follows:

1. If unpaid leave is granted for all services scheduled in a week, the full amount but not more than the full amount of the musician's weekly salary may be docked.
2. If unpaid leave is granted for some but not all services scheduled during a week then a partial amount of weekly salary will be docked as follows:
  - a. In weeks with more than the contractual average number of services for a basic workweek, an amount equal to the number of unpaid services granted, divided by the number of services scheduled for that week, multiplied by the musicians' individual weekly salary will be docked.
  - b. In weeks with the contractual average or fewer than the number of services for a basic workweek, an amount equal to the number of unpaid services granted, divided by the average number of services for a basic workweek, multiplied by the musician's individual weekly salary will be docked.

G. Work Related Injuries

Musicians having suffered work related injuries, including but not limited to carpal tunnel syndrome and TMJ disorder, may return to work on a reduced schedule of services. Such schedule shall be determined through mutual agreement among the musician, Employer, and the Music Director.

H. Other Family Leave

A musician may request up to twelve (12) weeks of unpaid family leave within each season for the following qualifying events:

1. The birth of a son or daughter and to care for such son or daughter;
2. The placement of a son or daughter with the musician for adoption or foster care, regardless of the child's age and guardianship; or
3. The care of a spouse, son, daughter, or parent with a serious health condition. In the case of a serious health condition, a medical certification and periodic updates may be requested by the Employer.

The Employer reserves the right to require the use of all outstanding paid leave as part of the twelve (12)-week leave period, including maternity leave, paternity leave, and

rotating vacation weeks. These days will be subtracted from the twelve (12) weeks of family leave above.

A musician may use up to seven (7) days of paid personal sick leave of the amount allocated each season under Section C of this Article for the care of an ill spouse, son, daughter, or parent. These days need not be consecutive, and the illness need not represent a serious health condition. These days will be subtracted from the twelve (12) weeks of family leave above.

- I. All leave benefits which are extended by the Employer to the musicians under this Article of this Agreement, Employer policy, or applicable law regarding family medical leave, shall be extended to domestic partners who are legally unable to marry.

## ARTICLE XII

### INDIVIDUAL CONTRACTS

- A. An individual contract will be entered into between the Employer and each staff musician. This individual contract will specify the salary to be paid to such musician, the instrument(s) to be played, and the section within the Orchestra. One (1) copy of the signed individual contract for each musician shall be transmitted to the Union prior to the first performance of each season. The following language will be incorporated into the individual musician's contract:  
  
"The undersigned Musician authorizes the Employer to distribute one copy of this agreement to Local 23, AFM." The form of this individual contract shall be exhibited in Appendix A of this Agreement.
- B. The Employer will, by January 15 of each season, offer to each staff musician an individual contract for the following season, unless procedures for non-renewal under the provisions of Article XXIII (Non-Renewal) have been invoked.
- C. A staff musician who has received the offer of an individual contract by January 15, pursuant to Section B above, will notify the Employer as soon as possible, but not later than February 15, of his intention to accept or reject the offer. An extension of up to thirty (30) days will be granted upon the musician's valid request. Such request will not be unreasonably denied. If a musician does not return a signed individual contract by February 15, the individual contract offer will be deemed to be rejected unless an extension of the due date has been requested and granted in writing.
- D. If a staff musician is required by contract to perform on more than one instrument, he shall receive not less than four percent (4%) over the minimum guaranteed weekly salary, exclusive of seniority pay. No musician will be denied re-employment for refusing to sign an individual contract which specifies an instrument not appearing in his former individual contract.
- E. The Employer will maintain by contract a principal player in each section of the Orchestra and, except for piano, harp, and tuba, an assistant or associate principal player in each section of the Orchestra. The Orchestra will include a Concertmaster, an Associate Concertmaster and an Assistant Concertmaster. Weekly salary of a Principal

musician shall exceed the minimum weekly salary by at least seventeen percent (17%) for the duration of this Agreement. Weekly salary of an Assistant or Associate Principal musician shall exceed minimum weekly salary by at least twelve percent (12%) for duration of this Agreement.

F. As used in Sections D and E above, "minimum guaranteed weekly salary" refers to the salary provided under Article VI.B. The pay differentials required in Article XII.D and E, and the seniority pay requirement provided under Article VI.C, shall be calculated independently of each other and will be cumulative.

G. The Employer will maintain by contract a Principal Librarian, who shall be considered a staff musician under the terms of this Agreement and who shall be subject to all of the terms herein except as follows:

1. Article II.R (Doubling) and XII.D (Doubling in Contract)

Not applicable. Any performance by the Librarian as an instrumentalist shall be paid at not less than the Substitute and Extra rates set forth in Article VI.G. The Librarian will not be required to perform as an instrumentalist.

2. Article VI.A (Length of Season)

The Librarian shall be continuously employed from at least four (4) weeks prior to, and through at least two (2) weeks following the season as specified in Article VI.A. During the season, the Librarian shall be paid not less than the applicable weekly salary specified in Articles VI.B (salary), VI.D (seniority), and XII.E (cumulative pay differential).

3. Articles XIII.D and E; XVI (except for Section C)

Schedule of services and general working conditions shall not apply to the Librarian; however, any overtime payments made to the Orchestra in general will result in equivalent overtime being paid to the Librarian.

4. Article XX (Auditions)

(B. Notice of Vacancy): The Employer will announce any vacancy in this position to the Union. At least one (1) announcement of the vacancy will be submitted to the International Musician for publication. The actual filling of the vacancy will be conducted as in the case of an administrative staff position. The remainder of Article XX is not applicable to the Librarian.

H. The Music Director may, on occasion, ask a musician to perform a different part without additional pay except as provided in Article VI.E. The Music Director may not make such requests on a regular basis. Titled musicians are obligated to accede to such an occasional request from the Music Director. Non-titled musicians are obligated to accede to such an occasional request concerning another non-titled position. However, when a non-titled musician is asked to perform as a principal, associate principal or assistant

principal, the musician shall have the right to decline such request without penalty. Such requests shall not be raised in any non-renewal or dismissal proceeding.

- I. Musicians will be at all times subject to the direction, instruction, leadership and supervision of the Music Director in all matters pertaining to Orchestra performance and preparation.
- J. Each staff musician shall furnish and maintain in good working order any and all instruments and accessories required for the execution of his responsibilities as a member of the Orchestra, with the exception of the following instruments which shall be furnished and maintained by the Employer:
  - 1. Keyboard.
  - 2. Large percussion instruments and timpani.
  - 3. Any percussion instrument specified in the score (excluding standard percussion accessories), that the musician cannot reasonably be expected to own. The Principal Percussionist will help in determining what those needs are as soon as it is practical to do so, and will advise as to what maintenance work is required on Employer-owned percussion instruments.
  - 4. Contrabassoon.
  - 5. Harp

Cello, bass, harp, tuba, timpani and percussion players shall provide instrument cases suitable for shipping by train, truck or airplane.
- K. No musician or group of musicians will use the name of the San Antonio Symphony for commercial or political purposes or accept employment in a performance which uses the name San Antonio Symphony Orchestra or San Antonio Symphony without the Employer's consent in writing, except that a musician may represent himself as a member of the San Antonio Symphony in connection with a solo or chamber music appearance.

## ARTICLE XIII SCHEDULE OF SERVICES

### A. Preliminary Schedule

At least twelve (12) weeks before the start of each season, the Employer will provide to each staff musician a preliminary schedule for that entire season, specifying dates of all contracted workweeks and showing the date, time, and place of each known service within those workweeks, a copy of the known: staff contact list, venue list, staff musician roster, dress code, and general policies.

Additional weeks of employment may be scheduled after the preliminary schedule is distributed provided that added workweeks fall within the 39 week period defined in Article II.D. A staff musician who has a pre-existing significant commitment in conflict with any workweek not listed on the preliminary schedule will be excused from any conflicting service(s) without compensation. Any conflict regarding what constitutes a significant commitment that cannot be resolved by the staff musicians and the Employer will be resolved by a majority vote of the Orchestra Committee within seven (7) days of notification of the unresolved conflict.

This preliminary schedule will include dates for the Winter holiday of eight (8) consecutive days including Christmas Eve and Christmas Day which will be guaranteed as non-service days. The Employer may, at its discretion, lengthen the Winter holiday. This preliminary schedule will include all known repertoire planned for the season. For the purposes of calculating the 39 consecutive weeks of the season, the first week of 39 shall be either the first, second or third full week in September.

#### B. Weekly Schedule

The Employer will furnish to the staff musicians a final schedule of each rehearsal and performance not later than the sixth Thursday before the week in which the services occur, except that the schedule for the first six (6) weeks of each season will be furnished not later than the fourth Friday before the beginning of the season. Schedule changes will not be made without the approval of the Orchestra Committee unless they are due to circumstances outside the control of the Employer, in which case the Employer will post notice of such changes backstage on both sides of the service venue. The Employer will notify the Orchestra of any known schedule deviations of more than one (1) hour by 12:00 noon of the previous day. A player who cannot attend a rescheduled service shall be excused if the schedule was changed with less than two weeks' notice. As used herein, "circumstances outside the control of the Employer" include but are not limited to inclement weather, the absence of a scheduled guest artist or guest conductor, and the unavailability of performance facilities previously arranged.

A listing of the repertoire to be rehearsed or performed during each week will be printed on this weekly schedule except for repertoire that guest pops artists and guest pops conductors fail to provide. If a rehearsal is scheduled for a performance occurring in a subsequent week, the repertoire for that performance will be printed on the weekly schedule. This need not indicate the actual content or order of the rehearsal. The section of the Dress Code requested for each program shall be listed on this weekly schedule.

#### C. Part Assignments

Bowed and marked parts shall be made available to musicians at least two (2) weeks before the first rehearsal of any given work. For woodwinds, brass, and percussion, part assignments shall be distributed at least two (2) weeks before the first rehearsal of any given work. In the case where music is not available, music and part assignments shall be made available as early as is practicable.

D. Rehearsal Order

On each Friday, the Employer will post a schedule showing the sequence of compositions to be rehearsed by the staff conductor at each rehearsal during the following two (2) weeks. The Employer will make maximum efforts to obtain and supply the Orchestra the sequence of compositions to be rehearsed by guest conductors and artists, including but not limited to requirement of such in guest conductor and artist contracts and pressure to secure compliance. At the final rehearsal for a classical subscription performance, the conductor may change the posted rehearsal order. Notwithstanding the other restrictions to rehearsal orders in this Article, the Music Director may return to a work rehearsed earlier in a service. However, no player may be required to attend this part of the rehearsal if they were previously excused.

In the event that it is necessary to change the order or works to be rehearsed in a service, the musicians, whenever possible, shall be given at least twenty-four (24) hours' notice thereof, provided, however, that a player shall not be required to attend a part or the whole of a service for which he was previously excused, if the change in the order or works to be rehearsed occurs within two (2) weeks of the service.

E. Scheduling Limitations

1. Maximum Daily, Weekly Services

- a. Staff musicians will not be required to perform more than two (2) services in any day. A rehearsal on the day of an opening subscription performance shall be limited to a dress rehearsal for that subscription performance. There will be no more than one (1) subscription performance in any day.
- b. No other services shall be scheduled on the same day as a dress rehearsal for an opera.
- c. Basic work-week

A basic work-week will have a maximum of seven (7) services. However, up to nine (9) weeks of eight (8) services are permitted if each such week is offset by a week of no more than six (6) services. The six (6)-service week need not be adjacent to its corresponding eight (8)-service week. There will be no more than three (3) consecutive eight (8)-service weeks. Additionally, up to two (2) weeks of nine (9) service weeks are permitted if each such week is offset by a week of no more than five (5) services. There shall be no more than two (2) consecutive nine (9) service weeks.

- d. There shall not be more than two (2) discrete programs, i.e. of completely different repertoire, scheduled within any single workweek, provided that

two (2) times per season, there may be three (3) discrete programs in a single workweek.

e. Ballet

Services related to ballet productions may be three (3) hours long but in such case the workweek will have a maximum of six (6) services. These six (6)-service weeks will be not used to offset eight (8)-service weeks under Article XIII.E.1.c.

2. Five-Day Work-weeks

In each season of this Agreement, there will be a minimum of eighteen (18) five (5)-day workweeks.

3. Duration of Services

Except as provided otherwise in this agreement, a service will not exceed two and one-half (2-1/2) hours' duration.

4. Two-Service Days

a. On a day with two (2) rehearsals, one (1) rehearsal shall be two and one-half (2 ½) hours. The other rehearsal shall be two (2) hours.

b. An interval of one and one-half (1 1/2) hours will occur between services when morning and afternoon rehearsals are scheduled in the same facility on the same day. The interval may be two (2) hours, however, if a move within the facility occurs between services.

c. If a change of facility is required, the second service will be scheduled as determined by the Employer. A minimum interval of one and one-half (1 1/2) hours will occur between services.

d. Barring circumstances beyond the control of the Employer, on the day of an opening classical subscription performance, there will be a minimum interval of seven and one-half (7 1/2) hours between rehearsal and performance.

5. Student, Back-to-Back Performances

a. Kinder Konzerts will be limited to forty (40) minutes' duration. Elementary and high school student performances on stage will be limited to fifty (50) minutes' duration. Stage productions will be limited to sixty (60) minutes' duration. The computation of the forty (40), fifty (50), and sixty (60) minute time periods herein will begin when tuning ends.

- b. A back-to-back service will consist of two (2) student performances and may not exceed two and one-half (2 1/2) hours' duration, including intermission. A back-to-back service may be followed by a service limited to two (2) hours' duration.
- c. When a single student performance (as opposed to a back-to-back) is presented, the following service on the same day may be a two and one-half (2 1/2) hour service.

#### 6. Starting, Stopping Time

- a. A morning service may not begin before 9:30 a.m. A morning service following a night rehearsal may begin no earlier than 10:00 a.m.
- b. A single service daytime rehearsal shall begin no later than 1:00 p.m. except when conductor, venue, or guest artist availability prevents it.
- c. An afternoon rehearsal will end no later than 6:00 p.m.
- d. The next service following an evening service will begin not earlier than eleven (11) hours after the conclusion of the evening service.
- e. The Personnel Manager will determine the correct times for starting intermission, and conclusion of every service and will record the actual times. The actual duration of a service will be calculated from the scheduled starting time.
- f. The conclusion of any performance occurs when the last note is performed. Staff musicians will remain on stage until the concertmaster starts to leave the stage.

#### 7. Night Rehearsals

Night rehearsals may be used only in conjunction with opera, ballet, or performances with amateur choruses or actors. Night rehearsals will not exceed two (2) per performance week and will not exceed a total of fourteen (14) per season. Night rehearsals that are dress rehearsals may last up to two and one-half (2-1/2) hours.

Up to two (2) night sound check services per season will be permitted for performances in outdoor venues requiring electronic amplification without the requirement of opera, ballet or amateur chorus involvement. Such a sound check service will be limited to one and one-half (1-1/2) hours' duration and credited as a full night rehearsal service. There will be no break required during a sound check.

#### 8. Sunday Rehearsal/Performances

There will be no Sunday rehearsals. Sunday rehearsal/performance will be permitted to begin no earlier than 1:30PM.

9. Saturday Rehearsals

- a. A Saturday rehearsal shall be limited to two (2) hours' duration unless it is the sole rehearsal for a program.
- b. Saturday rehearsals shall not be scheduled on the same day as any classical subscription concert.

10. Extra Services

An extra service is any service required of a musician which exceeds those services, specifically allowed by this Article and will not be counted as services against the number of services permitted in the Article. A musician involved in extra services shall receive compensation at one and one-half (1-1/2) times his regular equivalent hourly rate based on a seventeen and one-half (17-1/2) hour work-week. The Employer may schedule extra services.

F. Intermissions

1. There will be an intermission of at least fifteen (15) minutes during each rehearsal, and at least twenty (20) minutes during each two and one-half (2-1/2) hour performance. During each three (3) hour service, there shall be an intermission of at least twenty (20) minutes, which may be taken in one (1) or two (2) parts, at the discretion of the conductor.
2. Intermission during a rehearsal lasting two (2) hours or less shall commence within the twenty (20)-minute period which begins forty-five (45) minutes after the start of the rehearsal. Intermissions for all two-and-one-half (2-1/2) hour rehearsals shall be scheduled so that no portion of the rehearsal, including overtime, shall exceed one hour and twenty (80) minutes without intermission except as provided herein. There may be a fifteen (15) minute extension of the allowable playing time for the first rehearsal segment eliminating the intermission provided that the service ends at that time. Intermissions for all three (3) hour rehearsals shall be scheduled so that no portion of the rehearsal, including overtime, shall exceed one hour and thirty (90) minutes without intermission. The fifteen (15)-minute extension described above shall not apply to three (3)-hour rehearsals.

During dress rehearsals for classical subscription performances conducted by the Music Director, there may be a ten (10) minute extension of the allowable playing time for the first rehearsal segment, provided that such extension has been approved at least twenty-four (24) hours in advance by the Orchestra Committee.

3. Intermission during performances must be taken not later than one and one-half (1-1/2) hours from the start of the performance, except in the case of certain compositions, the duration of which exceeds this one and one-half (1-1/2) hour time limit, and as in E.5 below (Coronation). The computation of the one and one-half (1-1/2) hour limit herein shall begin when tuning ends.
4. A three (3)-minute call will be given to the musicians in advance of the end of each intermission.
5. There will be no intermission during the Coronation of the Queen of Fiesta performance.
6. There will be a five (5)-minute intermission at the beginning of an announced one-half (1/2) hour of overtime. Rehearsal overtime limited to fifteen (15) minutes will have no intermission. In the event an additional fifteen (15) minutes of overtime is required, a five (5)-minute intermission will be announced and taken at the beginning of the second fifteen (15)-minutes. Announced overtime must be paid for whether or not it is actually used.

G. Special Scheduling Coronation

If the Symphony performs at Coronation, there shall be no services scheduled on the two (2) consecutive days immediately after the Coronation of the Queen of the Fiesta.

H. Special Programs

In the event the Employer seeks to produce a program outside the 39-week period referred to in Article II, section D, the Employer may specially contract with the Union for the Musicians' services on reasonable standard Union terms for single-program contracts for orchestral musical services, provided the Employer contracts for the entire bargaining unit. Musicians shall be paid at a per-service rate equal to their pro rata weekly personal scale. Any non-titled musician who is asked to play a titled position shall be compensated in accordance with Article VI.E. The Union will not unreasonably withhold agreement. The Employer may not produce, sponsor, or sanction any live or recorded music at any time except by contract with the Union either under the procedures and conditions of the Collective Bargaining Agreement for regular season work when applicable, under other applicable AFM agreements, or through single-program contracts under this Article.

## ARTICLE XIV GENERAL WORKING CONDITIONS

A. Attendance, Tardiness

1. Each staff musician will be present at each service, unless excused in advance by the Personnel Manager. If, during a rehearsal, the Music Director completes a piece rehearsed and the musician is not required to play the remaining pieces on the issued rehearsal order, the musician will be automatically dismissed, unless

told otherwise by the Personnel manager or the Music Director. Notwithstanding the other restrictions to rehearsal orders in Article XIII.B, the Music Director may return to a work rehearsed earlier in the service. However, dismissed players will not be required to attend this part of the rehearsal. Each staff musician will be at the place of the call not later than ten (10) minutes before the scheduled service time. Staff musicians will be seated and ready to tune five (5) minutes before the call at all services.

2. If a staff musician arrives late for any service, or after an intermission, a deduction may be made from said musician's salary. Such deduction will be computed in fifteen (15)-minute segments at pro rata of the staff musician's salary, based on a seventeen and one-half (17 1/2) hour work-week and at the discretion of the Personnel Manager and the Union Steward. Abuse may result in further discipline, up to and including dismissal for cause.
3. Except in case of illness or emergency, a principal player may not be absent from any service without prior permission of the Employer.

B. Open and Closed Rehearsals

1. With the exception of the first rehearsal for any program, all rehearsals may be designated open to the public. The foregoing exception shall not apply to rehearsals taking place during the St. Philip's College residency, all of which shall be open to the public.
2. Rehearsals, except for dress rehearsals designated for a special audience and open rehearsals as described above, will be closed to observers when hall regulations permit. Rehearsals will be clearly posted as closed to the general public. However, permission may be obtained from the Employer to accommodate exceptions.
3. Music critics may attend rehearsals with advance agreement between the Orchestra Committee and the Employer.

C. Parking

The Employer will make best efforts to provide parking for each paid week of the season. In the event the Employer cannot provide parking for a portion of or an entire week, each staff musician shall receive a weekly stipend of \$12.00 dollars to be included in their regular paycheck.

D. Split Orchestra

If a particular service or series of services does not require the full Orchestra, the staff musicians not involved in those services may be used by the Employer in alternate services during that work-week. Each service shall be appropriately credited on an individual basis as a service subject to the terms of this Agreement. When dividing or splitting the Orchestra into smaller ensembles, each ensemble will consist of twenty (20)

or more staff musicians unless the parties agree to the contrary in specific instances. No musician shall suffer a reduction in his weekly pay as a result of splitting of the Orchestra.

Confirmation of each individual musician's agreement to perform in an ensemble of fewer than twenty (20) musicians shall be in writing 20 days prior to the first rehearsal of that series. This agreement shall be confirmed whether the ensemble performs all or part of a service, and each individual musician shall have the right of refusal. Any staff musician who agrees to perform in an ensemble of at least thirteen (13) but fewer than twenty (20) players shall receive supplemental pay for each service equal to ten percent (10%) of the musician's personal scale per service. A staff musician who agrees to perform in an ensemble of at least two (2) but fewer than thirteen (13) players shall receive supplemental pay for each service equal to twenty percent (20%) of the musician's personal scale per service.

E. Rotation, Service Distribution, Bowings

1. With the exception of titled players, the Music Director or, in his absence, the Associate Conductor will assign seating within each string section at the beginning of each season. From these assignments, a fair, equitable and consistent system of revolving seating will begin and continue throughout each season.
2. In the course of each season, the number of services rendered will be equally distributed in each string section, whenever practicable, at the discretion of the Music Director or, in his absence, the Associate Conductor. For the purposes of the clause, CE services will not be included in this calculation.
3. In the course of each season, the number of services rendered will be equally distributed in each woodwind and brass section and the percussion section through a fair and equitable system of rotation. For the purposes of the clause, CE services will not be included in this calculation.
4. Bowings must be completed before the last rehearsal for a performance. The only exception will be a performance which utilizes only one (1) rehearsal. Bowing changes will not be permitted after the last rehearsal.

5. Service Count

Service count is credited when a musician performs any part or all of a service. Partial credit is not documented. No reduction is made in a service count due to a reduction in the size of strings during a service.

6. Rotating off within a performance

The determination for rotating string musicians off for a particular piece within a performance will be made by the highest service count. If the Principal of a section has the highest service count, he will have the right of first refusal except

in a case where the Associate or Assistant Principal is not available. All the titled players of a section will not be rotated off at the same time. This rotation shall be done in consultation with the Music Director. Any reseating will be done in a manner that minimizes stage change.

7. Rotating off for an entire performance

With the approval of the Music Director, the determination for rotating a musician off for an entire performance will be made in order of highest service count.

8. A musician rotated off an entire service is deemed to be On-Call.

F. Substitute and Extra Musicians

The Employer will engage extra musicians required for a performance of a work for all rehearsals of that work involving that instrument or part, unless mutually agreed to the contrary by the Personnel Manager and the section leader(s) of that instrument or of related instruments. In the absence of a recognized section leader, a committee consisting of the principal players of the other string or wind instruments, as appropriate, shall act as section leader to consult with the Personnel Manager.

A list of acceptable extra and substitute musicians shall be agreed upon by the Personnel Manager and a committee consisting of the principal players of string, woodwind, brass, or percussion instruments, as appropriate. The use of players not on the list shall be subject to the approval of the same committee, except in the case of an emergency when the Personnel Manager will make all best efforts to consult with the Principal of the affected section. An emergency shall be defined as the lack of a substitute hired within 48 hours prior to a service.

In all cases the Employer determines musicians to be hired. In choosing players to be hired from the list of acceptable extra and substitute musicians developed by the aforementioned committee, the Employer will consult with the applicable section principals. Principals should consult with their sections.

The Employer will make every effort to give first consideration to staff violinists who wish to perform in the section in which they do not normally play whenever there is a vacancy for any reason. This opportunity will be rotated in an equitable manner among those who participate. Extras or subs will be hired to fill the resulting temporary opening(s) in the first and second violin section, as needed.

Titled musicians shall have the right of first refusal if a Principal musician is excused for any reason, including emergency situations. If no titled musician accepts, the Music Director may select a section musician or substitute in consultation with the section.

If a substitute or extra musician is notified that they are not needed for a service after the rehearsal orders have been released for that week, they will be paid for all services they

were contracted for regardless of whether or not they were needed. If a service is cancelled for any reason, all substitute and extra musicians will be paid for that service.

G. Temperature, Weather Conditions

1. The Employer agrees to use best efforts to ensure that the indoor temperature range is no lower than sixty-eight degrees Fahrenheit (68°F) and no higher than eighty-two degrees Fahrenheit (82°F).

All affected musicians will be paid the following amounts:

- a. The pay will be \$30 extra for the service if the temperature on stage indoors or outdoors falls below sixty-five degrees Fahrenheit (65°F), rises above eighty-five degrees Fahrenheit (85°F) indoors, or rises to a range of from ninety degrees Fahrenheit (90°F) through ninety-four degrees (94°F) outdoors
- b. The pay will be \$60 extra if the temperature rises to a range of from ninety-five degrees Fahrenheit (95°F) through ninety-eight degrees Fahrenheit (98°F) outdoors
- c. The pay will be \$120 if the temperature rises to ninety-nine degrees Fahrenheit (99°F) or more outdoors

The Personnel Manager and the Union Steward will verify the temperature.

2. The Orchestra will not be required to perform outdoors in direct sunlight or filtered sunlight if any instrument is exposed to direct sunlight. The Employer shall provide a covered stage and air conditioning for outdoor performances in which the temperature exceeds 85 degrees. The air conditioning system shall use compressed air.
3. If the U.S. Weather Service issues a severe weather warning, severe thunderstorm warning, or tornado warning for an area within two (2) hours before an outdoor service in that area, that service will either be canceled or moved indoors.
4. If, due to weather conditions, there is extreme discomfort to staff musicians or danger to instruments, staff musicians will not be required to perform. The decision whether or not to perform will be made by the Executive Director or, in his absence, his designee.

H. Stage Preparation

The stage will be set not later than one (1) hour in advance of all services at the Base of Operations. The Employer will make maximum efforts to ensure that the stage is set not later than one (1) hour in advance of services in locations other than the Base of

Operations. Minor adjustments which do not unduly interfere with musicians' warm-up may be made during the hour prior to a service.

I. Photo Call

A photo call will be permitted once (1) per year, limited to thirty (30) minutes' duration and attached to a service. No musician will be required to attend if he would not otherwise attend the affected service.

J. Instrument Transportation

The Employer will provide transportation of instruments used by musicians in rehearsals and performances for instruments which are too large and heavy to be carried by hand between service venues. When not in use during Orchestra services, all such instruments will be left at a suitable location.

K. Picket Lines

No musician shall be required to cross a non-informational picket line sanctioned by the AFL-CIO or its local Council.

L. Sound and Light Levels

For any performance requiring the use of electronic amplification equipment by a guest artist, the Employer shall include an addendum to the artist's contract which states that the San Antonio Symphony reserves the right to limit maximum decibel levels. A representative of the Employer and a representative of the Orchestra shall monitor sound levels during rehearsal and performance and shall together with the sound engineer mutually agree to that level. The Employer will make best efforts to insure that the sound levels during a performance do not exceed those levels set during rehearsal.

The Employer will insure musicians' comfort with lighting during rehearsals and performances. The Employer may consult with the Orchestra Committee or its designee to establish looks which are acceptable for performances. With the exception of those circumstances involving the move-out schedule of the Majestic Theatre, dress rehearsals shall be conducted with performance lighting. In circumstances where the lighting plot has been previously approved by the Orchestra Committee, this requirement shall not apply.

M. Chairs

The Employer shall make every effort to provide Wenger chairs for all services.

N. Announcement

Preceding each program, the Employer shall make an announcement prohibiting the use of cameras, video cameras, and recording devices. Cameras and video cameras may be used to record up to the time of the announcement.

O. Lighting and Backstage Facilities

For performances and rehearsals, the Employer will make every effort to provide theatres in which lighting on stage is adequate, and backstage facilities, including lighting and temporary storage of instrument cases, are comfortable. Any complaints shall be discussed, and, if possible, resolved, between the Orchestra Committee and the Employer.

P. Variance Requests

If the Employer should request a variance that requires immediate action, including but not limited to rehearsal overtime, the Orchestra shall have the opportunity to vote on the issue in private, during a service.

Q. Practice Space

Because the Employer is not able to provide access to adequate practice facilities at the Base of Operations or elsewhere, it is expected by the Employer that musicians must provide their own facilities for instrument practice in preparation for performances and rehearsals.

## ARTICLE XV OVERTIME

A. Overtime Pay

When service time exceeds the appropriate duration set forth in this Agreement, Overtime Pay will be paid in segments of fifteen (15) minutes (based on a seventeen and one-half [17-1/2] hour work-week). All overtime will be paid at the rate of one and one-half (1-1/2) times each musician's equivalent hourly rate, according to the following:

1. **Unscheduled Concert Overtime Pay:** Pay for time above the regular service limits for concerts that is not included in the six-week advance schedule. If a concert's length exceeds the regular service limits for that performance and has not been scheduled as such (per XV.A.3) then it shall be considered unscheduled concert overtime. Unscheduled concert overtime does not require approval from the orchestra and cannot be refused.
2. **Unscheduled Rehearsal Overtime Pay:** Pay for time above the regular service limits for rehearsals that is requested by the Employer and approved by the Orchestra during the service affected. If the Employer requests for time above the regular service limits for a particular rehearsal, the orchestra shall be asked to accept or decline the proposed overtime. Unscheduled rehearsal overtime shall only be accepted or declined by the orchestra collectively; individual musicians do not have the option to accept or decline unscheduled rehearsal overtime, though individual musicians may petition to be released by the personnel manager during the intermission or during any discussion period preceding the overtime. If the unscheduled rehearsal overtime is declined, the service is concluded at its originally scheduled time and no additional compensation is due. The Employer

may, as a courtesy, inform the orchestra that unscheduled rehearsal overtime is a possibility. This notification does not create a commitment to Unscheduled Rehearsal Overtime if the overtime does not occur.

3. **Scheduled Overtime Pay:** Pay for time above the regular service limits for rehearsals and/or concerts that are included in the six-week advance schedule or approved by the Orchestra Committee in advance of the service but not included in the six-week advance schedule per Article XIII. B. Scheduled Overtime Pay shall be paid whether the scheduled overtime is used or unused. Scheduled overtime does not require approval from the orchestra and cannot be refused.

**B. Travel Overtime**

When travel time exceeds the durations permitted in this Agreement, overtime for travel will be paid at the rate of five dollars (\$5.00) for each segment of fifteen (15) minutes, or fraction thereof.

**C. Pyramiding**

There shall be no pyramiding of overtime under the terms of this Agreement.

**ARTICLE XVI ELECTRONIC MEDIA ACTIVITY**

- A. Except as provided below, no service or any part thereof shall be recorded, reproduced or transmitted in any manner or by any means by the Employer or by any other person(s) in the absence of a written agreement with the AFM or Local 23, as applicable, relating to and permitting such recording, reproduction or transmission. In the event that any unauthorized service is recorded, reproduced or transmitted, the Employer agrees to enter into and fulfill all conditions required by the appropriate agreement of the AFM or Local 23 including but not limited to the payment of prevailing wages and allied fringe benefits.
- B. The Employer will pay each staff musician:
  - \$10.00 per week in Year 1 of this Agreement;
  - \$10.00 per week in Year 2 of this Agreement
 as an Electronic Media Guarantee (EMG).

In consideration for this payment, the Musicians agree that the Employer may:

1. Make audio archival recordings of the San Antonio Symphony performances, which shall remain in the control of the Employer. Audio archival recordings shall (without further permission of the AFM or Local 23) only be used as follows:
  - a. For up to four (4) broadcasts per program on local radio without additional compensation. Local radio is defined as broadcasts

- emanating and broadcasting from within AFM Local 23 jurisdiction. For any additional broadcasts of a program on local radio, staff musicians will be paid \$10 per broadcast, plus applicable pension contribution.
- b. For submission as part of a grant application when the grantor requires the submission of such a recording.
  - c. Staff musicians shall have the right to listen to recordings in the Employer offices by appointment. No recording shall be removed or copied.
  - d. The Employer may request orchestra approval for the production of one audio recording each season for the purpose of fund-raising. Such recordings will not involve additional services on the part of the musicians and will be produced under the guidelines as established by the American Federation of Musicians and the International Conference of Symphony and Opera Musicians (ICSOM) regarding such recordings.
  - e. Any subs and extras who participate in a program that is broadcast on local radio shall be paid \$10 per program regardless of the number of broadcasts.
2. Make audio-visual archival recordings of San Antonio Symphony performances, up to a maximum of four programs per season, which shall remain in the control of the Employer. Audio-visual archival recordings shall (without further permission of the AFM or Local 23) only be used as follows:
- a. For a maximum of four (4) programs per season on local television. Local television is defined as broadcasts emanating and broadcasting from within AFM Local 23 jurisdiction. Each allowable program may be broadcast up to four (4) times without additional compensation. For any additional broadcasts of an allowable program on local television, staff musicians will be paid \$50 per broadcast, plus applicable pension contributions.
  - b. Any subs and extras who participate in an allowable program that is broadcast on local television shall be paid \$50 per program.
3. News Shows and Promotional Use:
- a. The Employer may record or cause to be recorded up to fifteen (15) minutes of audio and/or audio-visual material of any rehearsal or performance of which up to three (3) minutes may be used only for the purpose of promoting the organization on Television or Radio news or similar programs, or for Radio, Television and Internet spots specifically promoting the activities of The San Antonio Symphony.

- b. During such news or publicity recording of performances, the use of flash photography and television lights will not be permitted. No member of the media will be permitted to audio or video record in excess of fifteen (15) minutes per Orchestra service. The employer will notify members of the media to dress appropriately if any media activity will take place on stage at a performance.
  4. In the event any of the aforementioned tapes are used beyond the scope set forth above, the Employer shall be responsible as set forth in 16.1 above. The Union shall be notified in writing and in advance of the use of any of the aforementioned uses of archival product that are used beyond the scope set forth above.
  5. Members of the Orchestra may obtain, at their expense, recorded copies of individual compositions or whole performances for the purpose of personal study, provided that all the terms and conditions of the AFM Personal Use Tape Letter of Agreement are fulfilled and upheld by the Employer.
  6. The employer shall become and remain a signatory to the AFM Integrated Media Agreement (IMA).
- C. Recordings may not be used as evidence in any non-renewal, dismissal, demotion or disciplinary proceeding, nor may the Employer consider the quality of a staff musician's recorded performance in any evaluation.

## ARTICLE XVII RUNOUTS

### A. Time Limits

A runout will not exceed eleven (11) hours round trip. Return to the San Antonio point of origin must be accomplished by 12:00 midnight. Travel will not begin before 9:00 a.m.

### B. Per Diem

Per diem for runouts shall be paid according to the then-current General Services Administration (GSA) rate.

Lunch allowance will be paid for return after 1:00 p.m. if departure occurs before noon. Dinner allowance will be paid for return after 7:00 p.m, if departure occurs before 6:00 p.m.

### C. Mileage

A runout in excess of one hundred fifty (150) miles one-way in which one (1) service is scheduled will be credited as two (2) services in that work-week, except that any runout of up to one hundred sixty (160) miles one-way to Laredo, Texas in which one (1) service is scheduled will be credited as only one (1) service in that work-week. No service on the

day following a runout in excess of one hundred fifty (150) miles one-way shall begin before 1:00 p.m.

D. Student and Evening Performance Pairs

When a student performance and an evening performance occur on a runout, the staff musicians involved shall receive two (2) additional service credits during that workweek. No service on the day following such runout shall begin before 3:00 p.m.

E. Turn-around Time

The first service of the day following a runout will begin no earlier than eleven (11) hours after the Orchestra returns to the San Antonio point of origin.

F. Maximum Runouts Per Week

No more than two (2) runouts shall be permitted in a workweek.

G. Large Instrument Transportation

The Employer will provide transportation of all larger instruments (bass, harp, percussion, etc.), instrument trunks and all special equipment by baggage truck for runouts. Other contemplated forms of transport will be subject to advance agreement between the Employer and Orchestra Committee. The Employer will provide insurance on instruments which are transported by Employer.

H. Facilities

The Employer shall include in any San Antonio Symphony Technical Rider, and make every effort to ensure the following:

1. Dressing rooms

There shall be separate dressing rooms for the men and women of the Orchestra. Dressing rooms shall be clean and dry, and shall be equipped with chairs, mirrors, adequate lighting, and a rack for hanging clothing. In the event that any dressing room requires temporary partitions, such partitions shall be of sturdy construction and equipped with devices to ensure their stability.

2. Bathrooms

Bathroom facilities shall be clean and sanitary, and shall have adequate supplies of paper towels and toilet paper.

3. Stage conditions and lighting

Adequate lighting shall be provided, including stand lights if the Stage Manager deems necessary or if requested by a musician. Safety measures will be taken to ensure the musicians' protection from the possibility of overhead light explosion.

I. Travel Following a Home Service

When a runout follows a home service, there shall be not less than two (2) hours time between the end of the service and the bus departure time.

J. Rest Stops

A rest stop of fifteen (15) minutes duration will be taken after two (2) hours of travel. Should the break in travel last longer than fifteen (15) minutes, the additional time will be added to the allowable time for travel without payment of overtime. The Personnel Manager will determine and record the length of rest stops and the resulting allowed time for travel.

**ARTICLE XVIII TOURS**

A. Foreign Tours

1. A separate agreement will be negotiated between the Employer and the Union for any foreign tour. Such separate agreement must be ratified in the same manner as this agreement. All provisions of this Collective Bargaining Agreement will apply to and be considered part of such contract unless specifically contradicted therein.
2. A physician certified in general practice, family practice or internal medicine will accompany the Orchestra during a foreign tour.

B. Domestic Tours

1. The Employer and the Orchestra Committee shall meet regarding tour arrangements at least seven (7) weeks prior to the time of departure. All tour arrangements and conditions, including services, shall be consistent with and subject to the provisions of this Agreement.
2. During each tour week there will be one (1) day off, which may or may not be the regularly scheduled day off.
3. Departure will never be before 9:00 a.m. Return to the San Antonio point of origin must be accomplished by 12:00 midnight.
4. After the Orchestra returns to the San Antonio point of origin, twelve (12) hours must elapse before the next service. Only one (1) service will be allowed on the day following a tour.
5. No service will take place on the day following a tour of more than five (5) days. Tour weeks, the week immediately preceding a tour, and the week immediately following a tour will have a maximum of six (6) services each.
6. Transit Times, Meals and Rest Stops

- a. Lunch break will occur at approximately 12:00 noon, and dinner break will occur at approximately 5:00 p.m. One (1) hour will be allowed for each meal break. A meal break will be taken if these prescribed hours fall within a period of travel. If arrival at the hotel occurs during one of these meal-times, there must be not less than one and one-half (1-1/2) hours before the Orchestra departs for the place of call.
- b. A maximum of one-half (1/2) hour will be allowed for travel each way between the hotel and the place of call. After the Orchestra's arrival at the place of call, no less than forty-five (45) minutes must be allowed for preparation before the service.
- c. Following an evening service on tour, there will be no travel or service prior to eleven (11) hours following the post-service arrival at the hotel. In any event, no departure from the hotel will occur prior to 9:00 a.m.
- d. Maximum daily travel time, exclusive of rest stops, meal breaks, and up to one-half (1/2) hour travel each way between the hotel and the place of call, will be as follows:
  - i. On a no (0)-service day, seven and one-half (7-1/2) hours.
  - ii. On a one (1)-service day, five (5) hours.
  - iii. On a two (2)-service day, two and one-half (2-1/2) hours.
- e. No more than three (3) hours of travel may elapse without a meal break or a rest stop of not less than fifteen (15) minutes. Rest stops may not be taken within forty-five (45) minutes of the beginning or the end of travel.
- f. In a one (1)-service day, when a period of more than three (3) hours of travel is not interrupted by a service or a meal break, there must be a rest stop of not less than five (5) minutes for each hour of travel time of fraction thereof within that period. The rest stop will not be included in the calculation of travel time within that period.
- g. Air transportation will be provided for journeys exceeding two hundred (200) miles, or when the AAA estimated travel time exceeds four (4) hours. This provision may be waived by agreement of the parties.

#### 7. Service Limitations

No more than two (2) services will be allowed on any tour day. Services on tour are limited to two and one-quarter (2-1/4) hours, with the following exceptions:

- a. A service of back-to-back student performances may be a maximum of two and one-half (2 1/2) hours' duration,



when the Orchestra is on tour. Other contemplated forms of transport will be subject to advance agreement between the Employer and the Orchestra Committee. The Employer will provide insurance on instruments which are transported by the Employer.

12. Personal Emergency

- a. If a staff musician must leave a tour because of injury, illness or dire emergency, the Employer will furnish or pay for his transportation or expenses thereof to San Antonio, Texas or to the local medical facilities. If the Employer requests said musician to return to the tour after recovery, the Employer will make or approve arrangements for the musician's transportation, which shall be at the Employer's expense.
- b. In the event of the death or serious illness of a member of a staff musician's immediate family, the Employer will provide transportation to San Antonio for the affected musician. If the Employer elects to have the musician rejoin the tour, the Employer will provide transportation from San Antonio.
- c. In the event of the death of an individual who is not a member of a musician's immediate family, the Employer may excuse the affected musician from the tour. In this event the musician will be responsible for all arrangements and expenses for his transportation.

13. Tour Conditions

When the Orchestra is on tour, the conditions set forth in Article XVII.H.1-3 pertaining to dressing rooms, bathrooms, and stage conditions and lighting, shall obtain in all tour locations.

**ARTICLE XIX RESIDENCIES**

- A. A residency is defined as a stay by the Orchestra of at least three (3) days' duration in a specific area of the country away from San Antonio. Except as provided in this Article, a residency shall be treated as a tour as provided in Article XVIII.
- B. There shall be one hotel, or a combination of hotels in the same city, designated as the residency base of operations.
- C. Seven (7) services are allowed during a residency week.
- D. Opera or oratorio may be performed during a residency. The provisions for opera or oratorio services as described in Article XIII.E.3 shall apply. A regular service, excluding opera or oratorio, shall be of two and one-half (2-1/2) hours' duration.

- E. The next service following the conclusion of an evening service will not take place earlier than eleven (11) hours after the conclusion of the evening service.
- F. Except for one (1) trip per season to the Rio Grande Valley International Music Festival where the presenter prevents it, the morning departure from the hotel following the conclusion of an evening service during a residency will not take place earlier than eleven (11) hours after the return to the hotel following the conclusion of the evening service.

## ARTICLE XX                      AUDITIONS

### A.      Audition Committee Personnel

The Personnel of audition committees, which may be amended or altered by mutual agreement between the Employer and the Orchestra Committee, shall be determined each season as needed, as follows:

1. For the strings, harp, and piano, the committee shall consist of seven (7) members: the five (5) string principals (1<sup>st</sup> violin, 2<sup>nd</sup> violin, viola, cello, and bass) plus two (2) members of the appropriate string section to be elected by that section.
2. For the woodwinds, the committee shall consist of seven (7) members: the four (4) principals (flute, oboe, clarinet, and bassoon), all remaining members of the section involved, plus other woodwinds to be elected by the woodwind players of the Orchestra as needed.
3. For the brass, the committee shall consist of seven (7) members: the four (4) principals (trumpet, horn, trombone, and tuba), all remaining members of the section involved, plus other brass to be elected by the brass players of the Orchestra as needed.
4. For the percussion, the committee shall consist of the remaining players in the section. For purposes of this Article, timpani personnel shall be considered part of the percussion section. In order to make a committee of seven (7) members, the remaining players shall elect the necessary number of players from the Orchestra at large.
5. The following are not eligible to serve on audition committees as voting members, or to have input on the process:
  - a. A musician who is an applicant for the position.
  - b. A musician who has an outstanding notice of non-re-employment or demotion.
  - c. A musician who is untenured, except for the principal of the section for which the audition is being held.

- d. An immediate family member or significant other of one of the applicants.
  - e. A resigning musician. If the audition committee and the Music Director agree, a resigning musician may be invited to serve in a nonvoting, advisory capacity with the audition committee.
  - f. A musician who has taken a sabbatical during the season in which the audition is being held. If the audition committee and the Music Director agree, a musician who has been granted a sabbatical leave (during the season in which the audition is being held) may be invited to serve with the audition committee in a non-voting advisory capacity.
6. In the event that any of the musicians listed on the various committees cannot serve for whatever reason, other Orchestra members may serve in their place. Substitutions shall be made as follows, in the order listed:
- a. If a principal musician is ineligible, other titled players from that section. For the purpose of this paragraph the 1<sup>st</sup> violin and 2<sup>nd</sup> violin sections shall be treated as one (1) section.
  - b. Other titled players from the section for which the audition is being held.
  - c. Other titled players from the same instrument family.
  - d. Other section players from the section for which the audition is being held.
  - e. Other section players from the same instrument family.
  - f. Other musicians from the Orchestra at large.
7. The audition committee will elect an alternate member from the remaining players in the section for which the audition is held. If there are no eligible players remaining in the section, the audition committee will select an alternate musician from the larger choir of instruments as in Article XX.A.6 above. The alternate will serve in the unexpected absence of an audition committee member or will serve as stage monitor in the event his services are not needed on the audition committee. In any event, the alternate will isolate himself from the audition candidates until such time as it is determined whether he will need to serve on the committee. Any alternate who begins service on the audition committee at the start of the auditions must serve until the conclusion of the auditions.
8. When the Personnel Manager is a member of the audition committee, the Employer shall designate a substitute to operate the audition.
9. All decisions, including but not limited to audition scheduling, repertoire and screening of applicants, shall be made with the participation of all audition committee members.

B. Notice of Vacancy

1. If a vacancy occurs in the Orchestra, the Employer will notify the Union as soon as it is practicable to do so. Notice of the vacancy will be provided to the Orchestra within seven (7) days of the notice to the Union.
2. Not later than two (2) months in advance of each audition date, the Employer will submit at least one (1) announcement of the vacancy or vacancies to the *International Musician* for publication. The Employer shall make all reasonable efforts to coordinate any scheduled audition with auditions held by other orchestras nationally. The Employer shall notify the Symphonic Services Division of the American Federation of Musicians of any impending auditions and shall consult with same regarding the avoidance of conflicting audition times.
3. Except for where Article XX.J mandates an appointee be hired, when a staff musician fails for any reason to perform for the full term of his individual contract, the Employer may employ a substitute musician without audition until the end of that season or for any portion thereof. The Employer may not use the provisions of this Section of this Article to permanently reduce the size of the Orchestra.

C. Audition Committee Notification

Not later than eight (8) weeks in advance, the Employer will notify the audition committee in writing of the dates, starting times and locations of scheduled auditions as the facts are then known. This information will also be included in the regular weekly schedule; however, a change in the audition schedule as determined by the Employer will not be a grievable issue or subject to approval by the Orchestra Committee. The Employer will notify the audition committee of any changes in audition schedules as soon as they become known.

D. Pre-Screening of Applicants

The Audition committee shall perform the pre-audition screening of applicants. However, the Employer reserves the right to invite to the audition candidates whom the audition committee has rejected. The Employer retains the right to limit the number of candidates being auditioned. Each audition committee, in consultation with the Music Director and the Employer, shall determine a minimum number of applicants required for any particular audition. If fewer than the minimum number of applicants apply the audition may be rescheduled.

E. Audition Procedure

1. Playing Order and Scheduling

The Personnel Manager will schedule auditionees in a manner which will allow the Committee to hear between five (5) and seven (7) auditionees per hour. To

exceed five (5) auditionees per hour requires approval of the majority of the audition committee. Each candidate will be informed of his assigned hour.

- a. There will be no communication whatsoever between backstage and the audition committee regarding the auditionees' playing order
- b. By unanimous vote of an audition committee, the playing order from previous round(s) shall be revealed.

2. **Résumés**

No résumé will be read during auditions.

3. **Voting**

- a. Each audition committee member shall have one (1) vote.
- b. Voting shall be by secret ballot. The Personnel Manager shall distribute and collect the ballots, and shall tabulate the ballots with the Union Steward (if one is present) or with a designated committee member if no union steward is present.

4. **Preliminary Auditions**

- a. Preliminary auditions shall be played before the audition committee and shall be played behind a screen.
- b. There may be as many rounds of preliminary auditions as the audition committee deems necessary within the allotted time. At the discretion of the committee, an additional preliminary audition round may be called "semi-finals."
- c. Each audition committee member may vote "yes" for as many candidates as he wishes.
- d. In each round, all candidates who receive a simple majority vote shall pass on to the next round.
- e. If the Music Director is present during preliminary auditions, all candidates who receive the votes of the Music Director and three (3) members of the audition committee shall pass on to the next round.

5. **Final Auditions**

- a. Finals shall be played before the Music Director and the audition committee and shall be played behind a screen. The screen may be removed only if all members of the auditions committee and the Music Director agree to such removal.

- b. Each audition committee member and the Music Director may vote “yes” for only one (1) candidate on the final ballot to select the winner of the audition and the ballot(s) to determine possible alternates.
- c. The committee shall complete at least one (1) round of voting before any discussion of the candidates may take place.
- d. If there is any discussion of the candidates, another vote may be taken to become the binding vote.
- e. A finalist needs the votes of the Music Director and three (3) members of the Audition Committee to be hired.
- f. A staff musician who wishes to be auditioned for any vacancy must submit a written request to the Personnel Manager. Such musician will be placed in the finals of that audition automatically, with the exception of any staff musician who at that time is employed as a substitute pursuant to the procedure in Article XX.B.3, provided, however, that any such substitute musician may be placed in the finals with the approval, by majority secret ballot vote, of the appropriate audition committee.
- g. If the audition committee and the Music Director agree, after the winning candidate has been selected, additional votes may be taken to select one (1) or more alternates. These votes will be conducted in the same manner as described in Section E.5.b above. Permanent contracts shall be offered only to candidates who have been named a winner or an alternate as a result of the audition procedure.
  - i. If the winning candidate declines the position, an alternate selected in this manner may be offered the position within six (6) months of his audition date.
  - ii. If an opening for an identical or lesser position (e.g., tutti as opposed to principal) occurs within six (6) months, an alternate may be offered the position.
  - iii. If an opening for a similar position (e.g., third horn as opposed to assistant principal horn) occurs within six (6) months, the audition committee and the Music Director may determine by mutual agreement whether the alternate may be offered the position or new auditions are necessary.
  - iv. If an opening for an identical lesser or similar position occurs six (6) months to a year after the audition, the audition committee and Music Director may determine by mutual agreement whether an alternate may be offered the position or new auditions are necessary.

- v. Sections ii, iii, and iv above may not be used to fill openings which occur as a result of action by the Employer (dismissal, demotion or non-renewal).
- vi. At the discretion of the audition committee in the case of titled positions, the winning candidate may be required to perform with the full Orchestra before being offered a contract.
- vii. If the winning candidate is unable or declines to begin employment for the season which the vacancy is announced, the candidate will be deemed to have rejected the offer of employment and a vacancy shall exist which will be filled with an alternate candidate if any. If there is no alternate, vacancy will be announced and an audition will be scheduled and an appointment will be made as appropriate.

6. Substitute and Extra Auditions

- a. Auditions shall be advertised at least one month in advance either in the local Union newsletter or a notification mailed to all local Union members to whom the audition pertains.
- b. The audition repertoire shall be chosen by the principal of the section.
- c. The audition committee will consist of three (3), five (5) or seven (7) musicians. In addition, the Music Director may attend as a voting member at his/her discretion. The committee, which shall include at least one section musician, shall be selected as follows in the order listed:
  - i. Principal of the section for which the audition is being held.
  - ii. Other titled players from the same instrument family.
  - iii. Other section players from the section for which the audition is being held.
  - iv. Other section players from the same instrument family.
  - v. Other musicians from the Orchestra at large.
- d. The audition procedure shall be held in accordance with the audition procedures for preliminary auditions set forth in E.4 of this Article. The audition committee may, at its discretion, elect an alternate. The Principal of the section may not serve as the alternate.
- e. Applicants may play only one (1) round. There are no semi-finals and there are no finals.

- f. Any candidate receiving a majority of votes from the auditions committee shall be placed on the substitute/extra list. However, notwithstanding the rules for preliminary auditions, the Music Director may reject any candidate he/she deems unacceptable.
- g. Any applicant who advances to the final round at an audition for a permanent position shall be considered qualified for the substitute/extra list and shall be automatically added thereto.
- h. Any former member of the San Antonio Symphony who has retired or resigned in good standing shall be considered qualified for the substitute/extra list and shall, upon request, be added thereto.
- i. It shall not be required for a substitute and extra musician to audition to remain on the substitute/extra list.

F. Length of Audition

An audition committee will hear no more than seven (7) hours of auditions in a single day unless all members of that committee and, in the case of finals, the Music Director elect to extend the audition time.

G. Compensation

Members of an audition committee and other staff musicians whose services at the audition are requested by the Employer will be paid twelve dollars (\$12.00) per hour of audition time. Meals will be provided or musicians reimbursed therefor for the audition committee and other personnel as described above, either for auditions or for a combination of auditions and Orchestra services that span normal meal periods. Whether these meals are provided or musicians reimbursed therefor shall be determined by the Employer. Normal meal periods shall be defined as follows:

Lunch will be provided if services are required before noon and continue into the afternoon. Dinner will be provided if services are required before 5:00 p.m. and continue into the evening.

Parking will be provided or musicians reimbursed therefor for the audition committee and other personnel as described above.

H. Who Must Audition

Notwithstanding the provisions for substitute musicians in Section B.3 of this Article, all candidates for regular full-time employment in the San Antonio Symphony Orchestra must audition according to the above procedures.

I. Ethical Practices

The San Antonio Symphony will follow guidelines set forth in the ICSOM Code of Ethical Practices for National Auditions. An official representative of the Union may monitor the entire audition process.

J. Filling Vacancies

1. For the purposes of Article V, a position is considered vacant under the following circumstances
  - a. When a staff musician does not receive or does not return an individual contract for the following season
  - b. When a staff musician who has returned an individual contract is on an approved sabbatical or equivalent unpaid leave for a complete season without Symphony provided benefits.
  - c. When a musician who has returned an individual contract resigns prior to the first day of a season
  - d. When a musician who has returned an individual contract resigns during a season
2. The above vacancy types will be filled in the following ways:
  - a. When a staff musician does not receive or does not return an individual contract for the following season
    - i. An audition will be scheduled as soon as possible, with the winner to begin as soon as possible the following season
      1. Should the winner of an audition accept an offer of employment, but not begin employment until more than one-half of the weeks of the following season have elapsed, management will fill the position with an appointed staff musician until the audition winner begins employment.
      2. Should there be no winner of the audition, another audition will be scheduled as soon as possible.
      3. Should the additional audition not be scheduled until more than one-half of the weeks of the following season have elapsed, management will fill the position with an appointed staff musician until the end of the following season or the audition winner begins employment, whichever is sooner.
    - ii. Management will have the right to use substitute musicians as needed or to appoint a staff musician, except in the case of 2 a.i.1 and 2.a.i.3 above. The length of the appointment shall be mutually agreed upon by the Employer and the principals of the same instrument family.
  - b. When a staff musician who has returned an individual contract is on an approved sabbatical or equivalent unpaid leave for a complete season without Symphony provided benefits.
    - i. An audition will be scheduled in the season preceding the approved leave, with the winner to begin as soon as possible

- during the sabbatical season
1. Should the winner of an audition accept an offer of employment, but not begin employment until a period of more than one-half of the weeks of the sabbatical season has elapsed since the audition, management will fill the position with an appointed staff musician until the audition winner begins employment.
  2. Should there be no winner of the audition, management will appoint a staff musician for the sabbatical season if it is not possible or practical to hold a second audition for the position within the first four weeks of the sabbatical season. If it is possible to hold an audition within the first four weeks of the season, the requirements to fill the position in Article 2.b.i.1 will be in effect.
- ii. If a sabbatical or equivalent unpaid leave is granted to a staff musician at such a time that it is not possible or practical to hold an audition within the first four weeks of the season, management will fill the position with an appointed staff musician for the season.
- c. When a musician who has returned an individual contract resigns prior to the first day of a season
- i. An audition will be scheduled as soon as possible, with the winner to begin as soon as possible
    1. Should the winner of an audition accept an offer of employment, but not begin employment until more than a period equivalent to one-half of the weeks of the season has elapsed since the audition, management will fill the position with an appointed staff musician until the audition winner begins employment.
    2. Should there be no winner of the audition, another audition will be scheduled as soon as possible
  - ii. Management will have the right to use substitute musicians as needed or to appoint a staff musician, except in the case of 2.c.i.2 above. The length of the appointment shall be mutually agreed upon by the Employer and the principals of the same instrument family.
- d. When a musician who has returned an individual contract resigns during a season:
- i. An audition will be scheduled as soon as possible, with the winner to begin as soon as possible
    1. Should there be no winner of the audition, another audition will be scheduled as soon as possible
  - ii. Management will have the right to use substitute musicians as

needed or to appoint a staff musician. The length of the appointment shall be mutually agreed upon by the Employer and the principals of the same instrument family.

3. An appointed staff musician is a full-time staff musician who is employed under individual contract but who has not been hired under the audition process in Article XX.
  - a. Appointments of appointed staff musicians will be made by the Music Director in consultation with the principals in the applicable string, wind, brass, or percussion section, with the Music Director having final decision authority.
  - b. Filling the same vacancy with an appointed staff musician for more than one season must be mutually agreed upon by the Employer and the Orchestra Committee.
  - c. A musician may be appointed for less than the full duration of a season.
    - i. A musician who is appointed only until an audition or until an audition winner begins employment will receive all benefits of a normal staff musician except for the following:
      1. Symphony will provide Symphony-paid health care only for the duration of their active employment as a full-time staff musician
      2. Musician will receive up to 6 personal services pro-rated for the portion of the season in which the musician is employed. For example, a musician who performs for half of the weeks of a season would be eligible for 3 personal services during that period. All personal service computations will be rounded up to the nearest whole number.

## 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

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.

## ARTICLE XXII

## DISPUTE RESOLUTION

- A. Complaints and grievances shall be amicably settled in the following manner:

- 1. Step 1: Pre-Grievance Complaint

An employee, the Union, or the Union Steward or Orchestra Committee as a representative, may present any complaint relating to wages, hours, or terms or conditions of employment to the Employer by notifying the Employer of the complaint within thirty (30) calendar days after the employee or Union knew or reasonably should have known about the complained-of action or omission. In the case of a complaint over the scheduling of a service, the said thirty-day period begins when the final schedule relating to such service is published. The Employer and complainant(s) shall apply best efforts to discuss and attempt to resolve a complaint amicably within fourteen (14) calendar days after the notice to the Employer.

2. Step 2: Grievance

- a. A grievance is a written allegation of violation or misapplication of a specific term or terms of the Collective Bargaining Agreement. Step 1 complaint resolution must be pursued before a grievance may be filed. If a complaint is not mutually resolved at Step 1, the Union must submit any grievance over the matter within twenty-one (21) calendar days after the expiration of the fourteen-day period for complaint resolution under Step 1. The written grievance shall generally describe the nature of the grievance and shall specify the contract articles alleged to have been violated or misapplied, shall be submitted to a representative of the Employer designated to receive grievances, and shall request a meeting with the Employer to meet and confer over the grievance. Failure of the Union to submit a written grievance timely at this Step shall constitute waiver of the grievance.
- b. Within ten (10) calendar days after the submission of the grievance, the Employer shall meet and confer with the Union in an attempt to settle the grievance. Within ten (10) calendar days after the meeting, unless the grievance has been mutually resolved the Employer shall provide the Union a written response to the grievance, which may grant or deny the grievance or offer a resolution. If the Employer fails to provide a written response within the latter 10-day period, the Union may at any time thereafter give notice of intent to arbitrate in the absence of a response, or may at its option continue to seek a response.
- c. If the Employer fails to meet with the Union or make itself reasonably available to meet within the 10-day period after submission of the grievance, the Union shall have the option to give notice of intent to arbitrate at any time after the expiration of said 10-day period, or at its option may continue to seek a meeting. If the Employer makes itself reasonably available for a meeting within said 10-day period and the Union fails to meet within such period, the Employer shall have the option to serve on the Union a written response to the grievance at any time after the expiration of said 10-day period, or at its option may continue to seek a meeting.

3. Step 3: Arbitration

- a. Within twenty (20) calendar days after receiving the Employer's written response at Step 2 (whether or not the response was timely rendered), or at any time after the expiration of the 10-day period for the Employer's written response and in the absence of a response, or at any time after the expiration of the 10-day period for holding the grievance meeting and in the absence of a meeting taking place or the Employer making itself reasonably available to meet, the Union may notify the Employer in writing of an intent to submit the grievance to arbitration. Failure of the

- Union to give written notice of intent to arbitrate within twenty (20) calendar days after receiving a timely or untimely written response from the Employer at Step 2 shall constitute waiver of the grievance.
- b. The Union must request a panel of arbitrators from the American Arbitration Association within twenty (20) calendar days after notifying the Employer of its intent to arbitrate the grievance. Failure of the Union to request a panel of arbitrators within such time shall constitute waiver of the grievance.
  - c. The arbitration shall be handled in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator selected by the parties shall conduct the arbitration hearing in a prompt manner, and his decision, which shall be rendered based on a preponderance of the evidence within thirty (30) days of the close of the hearing, shall be final and binding on the Employer, Union and musician(s). The fee and expenses of the arbitrator shall be borne equally by the Union and the Employer.
  - d. The arbitrator shall be prohibited from modifying, adding to, or subtracting from the working conditions or terms of this Agreement or any supplementary agreement. Any modification of, addition to or subtraction from this Agreement by the arbitrator shall render his decision null and void and of no effect. Any case submitted to the arbitrator on which he has no power to rule shall be referred back to the parties without decision.
  - e. Where the arbitrator rules and directs that an employee or employees be reinstated and paid for lost wages, any interim earnings or income not normally earned by the employee shall be deducted from the back pay remedy. By way of example only, awarded back pay shall be reduced by sums received by the affected employee in the nature of unemployment compensation benefits and/or workers compensation benefits except as to those amounts required by law to be repaid on receipt of back pay.
- B. Any time period in this Article may be extended by mutual agreement. Grievances deemed waived by failure to take an action in a timely manner as specified in Section A shall not prejudice the waiving party's position on future similar matters.
  - C. For Purposes of this Article XXII only, "calendar days" shall not include vacation days as defined in Article VII, holidays as defined in Article VIII or days falling outside the season.
  - D. In the event the Union alleges any violation by the Employer of Article XXV (No Lockouts, No Strikes), the Union shall not be obligated to process a grievance with respect thereto and shall have the right to pursue any legal or equitable remedies to which it may be entitled in a court of competent jurisdiction.

- E. In the event the Employer alleges any violation or misapplication by the Union of this Agreement, the Employer shall process a grievance with respect thereto in the same manner provided in Article XXII.A, B, and C hereof, provided, however, that in the event the Employer alleges any violation of Article XXV (No Lockouts, No Strikes) of this Agreement, the Employer shall not be obligated to process a grievance with respect thereto and shall have the right to pursue any legal or equitable remedies to which it may be entitled in a court of competent jurisdiction.

### **ARTICLE XXIII DEMOTIONS, NON-RENEWALS AND DISMISSALS**

#### **A. Demotions**

Any tenured staff musician may be demoted or reassigned by the Employer if said musician is notified by the Employer in writing not earlier than November 1 and not later than December 1 of reseating that would be effective at the beginning of the following season. Performance by a musician below the standard required for his position shall be the sole cause for reseating. The same procedures required for non-renewal of a tenured musician for lack of musical proficiency in Section D.2 of this Article shall be adhered to when a tenured musician is being considered for demotion or reassignment. A demotion may be grieved through the procedure outlined in Section D.3, 4, 5 and 6 of this Article.

If a staff musician is demoted from his position, his contracted salary and benefits will be maintained only through the season in which he receives a notice of demotion.

#### **B. Renewal or Non-Renewal of a Non-Tenured Musician**

1. A staff musician's employment will be probationary two (2) seasons. A musician's first season shall be defined as the first season in which he is employed as a staff musician pursuant to the audition procedures in Article XX.E.
2. Each Season, the Music Director shall meet with each non-tenured musician to apprise him of his status and, following such meeting, will provide him with a written evaluation. A representative of the Union shall be present during all meetings with the Music Director. This meeting will take place according to the following schedule:
  - a. A musician who begins employment on or prior to October 31 will meet with the Music Director not later than January 10 of the musician's first season.
  - b. A musician who begins employment after October 31 will meet with the Music director not later than the end of the musician's first season.
  - c. Each non-tenured musician will meet with the Music Director not later than January 10 of the musician's second season of employment.

3. The Employer may elect not to renew the employment of a non-tenured musician by giving written notice of non-renewal to the musician not later than January 15 of the then-current season, and shall not be subject to the grievance and arbitration procedure as stated in Article XXII.
4. A non-tenured staff musician will become tenured upon her acceptance of an individual contract or offer of employment for a third consecutive season.

C. Dismissal or Discipline of a Tenured Musician for Cause

Any tenured staff musician may be disciplined or dismissed for just cause. "Just cause" includes, but is not limited to, excessive tardiness, unexcused absences, persistent inattention to duties, insobriety or misconduct. The Employer shall immediately notify the Orchestra Committee and the Union of the discipline or dismissal of a musician. If the Employer disciplines or dismisses a musician in conformity with the above stipulations, then the musician shall not be entitled to any further recompense except the payment of the salary earned by the musician for dates up to and including the date of discipline or dismissal. On request of the musician, the Orchestra Committee and/or the Union shall review the causes and conditions leading to the discipline or dismissal. The musician shall have the right to file a grievance in accordance with the grievance and arbitration provisions in Article XXII seeking reinstatement and back pay.

D. Non-Renewal of a Tenured Musician for Lack of Musical Proficiency

1. The Employer will give a tenured musician written notification not earlier than November 1 and not later than December 1 of any season if it intends not to renew the tenured musician's individual contract for reasons of lack of musical proficiency. For purposes of this Section D, material deficiency in musical performance and material failure to perform at the artistic level of the San Antonio Symphony will be the sole cause for non-renewal of an individual contract and shall be based upon the musician's performance on the instrument(s) listed in his individual contract.
2. If the Music Director believes that cause for non-renewal of an individual contract exists, he shall be required to meet privately with the affected musician to advise him of the specific areas of his dissatisfaction with the musician's artistic performance, and the Employer shall give the musician, within seven (7) calendar days after this meeting, written confirmation of the Music Director's dissatisfaction. The musician will be notified of the subject of such meeting, it being agreed that the musician's receipt of such notice is not subject to the grievance or review procedures herein. The Music Director may, at his discretion, invite up to two (2) representatives of the Employer to such meeting. The musician, at his discretion, may invite up to two (2) representatives of the Union and/or the Orchestra Committee to such meeting. No notice of nonrenewal may be given unless two (2) such meetings have taken place within thirteen (13) months immediately preceding the notice of nonrenewal of contract according to the following schedule:

- a. The first meeting will take place no later than January 15 of the preceding season.
- b. The second meeting will take place during the first six (6) weeks of the season in which notice of non-renewal may be given.

Following such meetings, if the Music Director determines that cause exists, the Employer shall notify the musician in writing, not earlier than November 1 and not later than December 1, of the Music Director's decision not to renew the musician's contract. If the Music Director is scheduled to be in San Antonio between November 1 and December 1, he shall meet with the musician to advise him of this decision and deliver the notice at this meeting. The Employer will give a copy of the notice of nonrenewal to the Chair of the Orchestra Committee and to the Union.

3. Upon Receipt of said notification the Orchestra Committee and the Union shall review the matter solely to ensure that the procedures in this Article XXIII.D have been adhered to faithfully. Any grievance alleging procedural failure shall be filed pursuant to Article XXII; however, the time limit for initiating such grievance shall be seven (7) calendar days after receipt of said notification.

If no such grievance is timely tiled, or if a grievance is filed and resolved in favor of the Employer, the remaining procedures in this Article shall then apply.

4. After the seven (7)-day time limit to file a grievance under Section D.3 above has expired, or if a grievance is filed and resolved in favor of the Employer, the musician must, within seven (7) calendar days, notify the Employer in writing if he intends to resign or if he intends to contest the non-renewal or demotion. A copy of said notice must be given in writing to the Employer and the Chair of the Orchestra Committee within said seven (7) calendar days. If the Employer does not receive such written notice within said seven (7) calendar days, the Music Director's decision shall be final and binding.
5. If the musician chooses to contest the Music Director's decision, the Employer shall meet with the Review Committee within eight (8) calendar days of receipt of the musician's notice to the Employer, or as soon thereafter as possible, to discuss the notification of nonrenewal or demotion given to the musician.
6. The Review Committee shall be composed of four (4) tenured non-principal musicians and five (5) tenured principal musicians, to be elected by secret ballot by the tenured musicians in the Orchestra to serve for the term of this Agreement. The Review Committee shall elect its own Chair. No musician who has been given notice of demotion shall serve on the Review Committee during the pendency of his case. No musician who has been given notice of nonrenewal shall serve on the Review Committee unless that musician's case has been resolved in favor of the musician. In the foregoing instances, the musician shall be replaced by a substitute elected by the tenured musicians of the Orchestra. A

substitute for a principal musician shall be another principal musician, and a substitute for a non-principal musician shall be another non-principal musician.

Following the meeting with the Employer, the Review Committee shall vote whether to uphold the Music Director's decision to issue a notice of nonrenewal or a notice of demotion. The Review Committee must render a decision no later than sixty (60) calendar days after the date on which notice was received by the Orchestra Committee pursuant to Section D4 above. Any decision of the Review Committee concurred in by six (6) or more members of the Review Committee shall be final and binding upon the Employer, the Union and the musician.

Any decision of the Review Committee in which fewer than six (6) members of the Committee concur may be appealed by the Union or the Employer within seven (7) calendar days to a Board of Arbitration composed of three (3) members: one (1) selected by the Union, one (1) selected by the Employer, and the third (3<sup>rd</sup>) selected by the parties from a list of arbitrators furnished by the American Arbitration Association (AAA).

This third member of the Board of Arbitration (from the AAA) may not be affiliated with the Symphony Society of San Antonio nor be a member of AFM Local 23, nor be an official of the AFM or any of its locals, and must be a musician who is or who has been professionally involved in the symphonic field as a performer, or who is or has been a qualified teacher of the choir of the affected musician's instrument at the university or conservatory level teaching the symphonic repertoire.

The arbitration will be handled in accordance with the Voluntary Labor Arbitration Rules of the AAA. The Board of Arbitration shall render its decision on the basis of a preponderance of the evidence. A majority decision of the Board of Arbitration shall be final and binding upon the parties. Each party shall bear the cost and fees and expenses of its witnesses and arbitrator, and the fees and expenses of the third arbitrator shall be borne equally by the Union and the Employer.

7. For purposes of this Article XXIII only, "calendar days" shall not include vacation days as defined in Article VII, holidays as defined in Article VIII, or days falling outside the season.
8. For purposes of this Article XXIII only, required notices between the parties must be received by the recipient within the time limits specified.
9. The Music Director shall not have the right to initiate action under this procedure during his first and last seasons with the San Antonio Symphony.

#### **ARTICLE XXIV ARTISTIC AND ORGANIZATIONAL COMMITMENTS**

- A. Every part written in the score of each composition will be performed by a musician performing on the instrument specified in the score, with the exception of the second

harp, the toy trumpet, and the children's chorus in *The Nutcracker*, or unless the parties agree to the contrary in specific instances.

- B. Employer will make its books and records available to musician's representatives to the same extent that any information is made available to members of the Employer's Board of Directors and otherwise as required by law.
- C. Three (3) tenured staff musicians shall be elected by the Orchestra to serve as full voting members on the Employer's Board of Directors and Executive Committee, if the Board elects to create an Executive Committee. In case of restructuring, the musician's full voting representation shall never be less than twelve percent (12%) of the Executive Committee. Orchestra representatives may not be excluded from discussion of employee grievances, but may be excluded from discussions of collective bargaining agreement negotiations, at the option of the Employer.
- D. All standing committees may have up to one-third (1/3) of its voting members be staff musicians, at the discretion of the Orchestra. The Orchestra shall select these representatives.
- E. In the event that the President/CEO, Chief Financial Officer, Music Director, or Personnel Manager position(s) shall become vacant, any committee charged by the Employer with the task of filling that vacancy, or appointing any of such officers on an interim basis, shall have no fewer than one-third (1/3) of its voting members be staff musicians. In the absence of a Music Director, any committee charged by the Employer with the task of filling a subordinate conductor's position shall have no fewer than one-third (1/3) of its voting members be staff musicians. In the absence of a President/CEO, a committee shall be charged by the Employer to fill any senior staff position. Said committee shall have no fewer than one-third (1/3) of its voting members be staff musicians. An interview committee for the Orchestra Personnel Manager shall include two (2) musicians selected by the Orchestra members.
- F. The Employer agrees through pursuit of the strategic planning process to articulate measurable goals as part of an artistic policy statement. Musicians will be represented in that process.

#### **ARTICLE XXV NO LOCKOUTS, NO STRIKES**

During the term of this Agreement there shall be no lockout by the Employer, and neither the Union nor the musicians will cause or engage in any strike against the Employer.

#### **ARTICLE XXVI COMPLIANCE WITH STATE AND FEDERAL LAW**

It is the intention of the parties hereto that the provisions of this Agreement singularly and/or collectively will comply with all State and/or Federal law. If any clause, sentence, or article shall be interpreted as being contrary to law, such clause, sentence, or article shall automatically be eliminated and the remaining portions of this contract shall continue in full force and effect.

#### **ARTICLE XXVII EXCLUSIVE AGREEMENT**

- A. This Agreement supersedes all prior agreements, commitments, and practices, whether oral or written, between the Employer and the Union, and between the Employer and the staff musicians, and expresses and includes all obligations and restrictions imposed upon the Employer and the Union.
- B. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. This Agreement constitutes the entire Agreement of the parties for its term.

#### ARTICLE XXVIII NEGOTIATIONS

Should the endowment benchmark specified below for continuation of this Agreement through a succeeding contract year not be reached before April 1 of the applicable current year, negotiations covering the following season shall begin on or before the second week of April. In any event negotiations covering the 2020-2021 season shall begin on or before the first week of March, 2020, unless otherwise agreed to by the parties.

#### ARTICLE XXIX TERM OF AGREEMENT

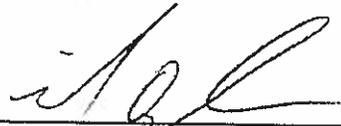
- A. This Agreement shall have force and effect from September 1, 2015 through August 31, 2017, and shall continue in effect from year to year thereafter through no later than August 31, 2020, subject to the following conditions:
  - 1. If at least endowment benchmark 2 as set forth in Article VI, Section C is reached before April 1, 2017, this Agreement shall continue in force and effect through August 31, 2018, subject to the increases in minimum weeks and salaries set forth in Article VI, but if at least endowment benchmark 2 is not reached before April 1, 2017, the Agreement shall expire on August 31, 2017, unless otherwise agreed to by the parties;
  - 2. If at least endowment benchmark 3 as set forth in Article VI, Section C is reached before April 1, 2018, this Agreement shall continue in force and effect through August 31, 2019, subject to the increases in minimum weeks and salaries set forth in Article VI, but if at least endowment benchmark 3 is not reached before April 1, 2018, the Agreement shall expire on August 31, 2018, unless otherwise agreed to by the parties;
  - 3. If at least endowment benchmark 4 as set forth in Article VI, Section C is reached before April 1, 2019, this Agreement shall continue in force and effect through August 31, 2020, subject to the increases in minimum weeks and salaries set forth in Article VI, but if at least endowment benchmark 4 is not reached before April 1, 2019, the Agreement shall expire on August 31, 2019, unless otherwise agreed to by the parties; and

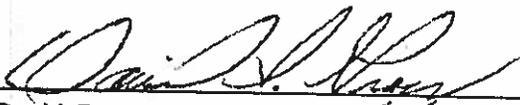
B. Nothing herein shall prevent the parties from permissively, by mutual agreement making other modifications of the Agreement for any season for which the Agreement is automatically renewed pursuant to Section A of this Article.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written above.

FOR THE UNION

FOR THE EMPLOYER

  
\_\_\_\_\_  
Richard Oppenheim                      Date 7/1/15

  
\_\_\_\_\_  
David Gross                      Date 7/1/2015

APPENDIX A  
INDIVIDUAL CONTRACT FORM

SAN ANTONIO SYMPHONY  
130 E. Travis Street Suite 550

San Antonio, TX 78205

AGREEMENT

THIS AGREEMENT is made \_\_\_\_\_, 201\_, by and between the Symphony Society of San Antonio (Employer) and \_\_\_\_\_ (Musician).

The undersigned Musician hereby accepts the Employer's offer of a weekly salary of \_\_\_\_\_ (\$\_\_\_\_\_) for service as \_\_\_\_\_ in the San Antonio Symphony for the \_\_\_\_\_ weeks of the \_\_\_\_\_ season. The undersigned Musician authorizes the Employer to distribute one copy of this agreement to Local 23, A.F.M.

This individual Musician's contract is made pursuant to and in compliance with the requirements of the Collective Bargaining Agreement (CBA) effective \_\_\_\_\_ between the Employer and the Musician's Society of San Antonio, Local 23, of the American Federation of Musicians (Union), and shall be subject and subordinate to all of the provisions of such CBA and any amendments, renewals or extensions thereof. In case of any conflict between this individual contract and the CBA (or any amendment, renewal or extension thereof) the terms of the CBA shall be controlling.

The following terms and conditions, not inconsistent with the CBA, are also agreed to by the Employer and Musician:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year above set forth.

\_\_\_\_\_  
Musician's Signature

Symphony Society of San Antonio

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
City Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
This Agreement to be returned by:

## CODE OF ETHICAL PRACTICES FOR NATIONAL AND INTERNATIONAL AUDITIONS

### Purpose and Scope of Code - Retained from 1997 Agreement

It is of utmost importance to musicians, managers, and conductors that auditions be conducted in accordance with guidelines ensuring competition that is fair to all who audition while providing the best results for orchestras seeking musicians.

Therefore, the American Federation of Musicians (AFM), the International Conference of Symphony and Opera Musicians (ICSOM), and the Major Orchestra Managers Conference (MOMC) propound the following ethical and fair audition practices to which all parties should adhere, subject to local contractual considerations.

### Preparation for Auditions

Notices of auditions should be given only for genuine vacancies, including newly created positions, which the management intends to fill as a result of those auditions, with no predetermination having been made as to who will be hired. Musicians taking such auditions should only do so with the intention of accepting the position if it is offered.

1. Auditions should be advertised in appropriate places, including the International Musician and the AFM central auditions office. Notices should be clear and complete, specifying the position intended to be filled by the auditions, the person to contact in response to the notice, and the dates that applications are due and that auditions will be held. Notices should appear far enough in advance of auditions for interested musicians to apply and to adequately prepare.
2. All applicants should be sent written responses to their applications. Invited applicants should be sent clear instructions setting forth the date, time and place of the audition, the complete auditions repertoire (excluding sight-reading repertoire), and parts for announced excerpts not generally available. All parts supplied by the orchestra should be legible and identical for all candidates.
3. Applicants should be given notice that if they choose not to attend the audition they should promptly notify the Personnel Manager or other designated person.

### Conduct of Auditions

1. In preparing for and conducting auditions, all participants should be aware of policies and procedures governing those auditions, including this code.
2. Although the existence and composition of an audition committee and the nature and extent of its participation in auditioning and hiring is determined locally, musicians' involvement should at least include the initial screening of applicants.

3. Applicants should not be disqualified from auditioning on the basis of information about them obtained from current or previous employers or from other institutions to which they have applied.
4. Auditionees should be given sufficient time and, to the extent possible, adequate private facilities in which to warm up and practice.
5. Parts supplied by the orchestra for auditions should be in good condition, legible, and clearly marked as intended to be played at the audition.
6. There should be no discrimination on the basis of race, sex, age, creed, national origin, religion, or sexual preference; steps ensuring this should exist in all phases of the auditioning process.
7. There should be reasonable accommodation for the handicapped.
8. Auditionees should be given opportunity and encouragement to comment, anonymously if desired, to the audition committee and management about the audition process.
9. Auditionees should be notified of their status in the audition process immediately upon such determination. Candidates under active consideration after auditions are completed should be so notified and given an estimated time of final decision.
10. Auditionees should be informed prior to auditions of the orchestra's policy regarding reimbursement of auditionees' expenses for additional stay or travel incurred at the request of management.

#### Administration and Review of Code

A joint committee of representatives of the Major Orchestra Managers Conference, ICSOM, and the AFM Symphony Department shall be established to oversee and review this code periodically.

**MAJESTIC THEATRE SIDE LETTER - RETAINED FROM 1997 AGREEMENT**

Side-Letter to the  
Collective Bargaining Agreement  
Between the  
American Federation of Musicians, Local 23  
and the  
Symphony Society of San Antonio

Re: Majestic Theatre Facilities

FFAugust 31, 1997

This will confirm that the parties have agreed as follows:

1. The Employer will engage a consultant with knowledge and experience in matters of theatre stage lighting to assess the inadequate stage lighting at the Majestic Theatre and to make recommendations regarding solutions to the problem. These recommendations will be shared with the Orchestra Committee. The Employer will make stage lighting and lighting equipment a priority when applying to foundations which only give funds for capital expenses. Copies of these applications will be shared with the Orchestra Committee.
2. The Employer will seek to negotiate with Arts Center Enterprises (ACE) regarding the Theatre Operating Agreement to set seventyfour degrees Fahrenheit (74°F) as the ideal temperature with limits on variances from seventyfour degrees (74°) to be set at four degrees (4°) lower (seventy degrees) and four degrees (4°) higher (seventy-eight degrees).
3. Subject to approval by ACE, the Employer will install ten (10) lockers of sufficient size to accommodate cellos.
4. The Employer agrees to actively pursue a donation of cash or furniture on behalf of the Majestic Theatre to adequately furnish the Green Room.
5. Subject to approval by ACE, the Historic Review Board, and other legal entities which have jurisdiction over such action, the Employer agrees to install an awning over the backstage door.
6. Subject to approval by ACE, the Employer will install, or cause to be installed, a water cooler offstage in each of the wings of the Majestic Theatre on a trial basis. The Employer reserves the right to remove said water coolers should they be deemed a safety hazard or interfere with the efficient operation of the theatre.
7. The Employer will install, or cause to be installed, large waste receptacles, liquid soap dispensers and air freshener in each of the musician's locker rooms in the Majestic Theatre.

8. The Employer will insure that locker rooms, the Green Room and other areas customarily utilized by the musicians are properly cleaned prior to the first service of a move in to the Majestic Theatre and after each concert.
9. The Employer will install, or cause to be installed, an adequate audio monitoring systems including an intercom for stage calls and speakers for each room and hallway the Symphony uses in the basement of the Majestic Theatre. The Employer agrees to disconnect or cause to be disconnected the monitor system during auditions so that proceedings on stage are not broadcast into dressing rooms.
10. The Employer and the Orchestra Committee will jointly determine which dressing rooms in the Majestic Theatre are insufficiently sound insulated so that they are not utilized when sound bleed through interferes with stage activity.
11. The Orchestra Committee will advise the Employer regarding Orchestra preferences for types of vending machines desired in the Green Room. The Employer will seek through negotiations with ACE to cause installation of such vending machines, coffee machines or service, microwave oven and refrigerator in the Green Room for the Orchestra's use.
12. In consultation with the Orchestra Committee, the Employer agrees to furnish narrow tables and benches in the Majestic Theatre locker rooms.
13. The Employer will seek permission from ACE for musician's access to the basement of the theatre via the Empire Stage door for use as the primary performers' entrance and exit.
14. The Employer will provide a permanent bulletin board for the Orchestra's use in the Green Room of the Majestic Theatre.
15. The Employer and the Orchestra Committee will jointly examine the backstage spaces at the Majestic Theatre to evaluate the possibilities for installation of shelving for storage of cases.

FROM THE 1997-2000 CBA

FOR THE UNION

Florence Nelson  
Deborah Torch

FOR THE EMPLOYER

Charles D. Lutz  
Marilyn E. Faye  
David Schillhammer

### EXPECTATIONS FOR SAN ANTONIO SYMPHONY BOARD MEMBERS

1. Significant Annual Fund Contribution. Each Board member shall be expected to make a significant contribution to the Annual Fund. This contribution should be a reflection of each Board member's financial capability and thus, it will vary from case to case, but it must be a significant commitment.
2. Subscription Purchase. Each Board member shall be expected to buy a subscription to either the Pops or the Classical Program, or equivalent.
3. Support Other Fund Raising Events. From time to time, the Symphony will engage in fund raising activities. Each Board member shall be expected to participate in a substantial number of those events.
4. Participate as a Volunteer for Fund Raising Events. Each Board member shall be expected to make a major time contribution to help organize and present fund raising events.
5. Serve on at least One Committee. Each Board member shall be expected to serve on at least one committee.
6. Participate in Personal Fund Raising Activities. Each Board member shall be expected to make personal contacts with individuals or businesses to solicit financial support for the Symphony.
7. Attend and Participate in Board and Committee Meetings. All Board members shall be expected to attend all meetings of the Board and committees on which they serve. Failure to attend must be caused by a serious personal or business conflict.
8. Represent the Symphony in the Community. Board members shall be expected to act as a positive and articulate representative of the Symphony in the community.
9. Act as an advocate for the Symphony with various Government Bodies. Members of the Board should be constantly alert for occasions and opportunities to act as an advocate with various government bodies to support the arts and to encourage financial commitment.
10. Prospective Donors. Each Board member shall be expected to recommend five new names of prospective donors annually.
11. Board of Orientation. Each Board member shall participate in the Board orientation program.

Each year, the Governance Committee will review each Board member's accomplishments on a semi-annual basis. The names of those Board members who have failed to meet these expectations will be forwarded to the Executive Committee for review. Potential consequences of this review may be that the Board member will be asked to explain the shortfall, or alternatively, to resign.

FROM THE 1997-2000 CBA

FOR THE UNION

Florence Nelson  
Deborah Torch

FOR THE EMPLOYER

Charles D. Lutz  
Marilyn E. Faye  
David Schillhammer

SANANTONIO\782018.6

August 5, 2009

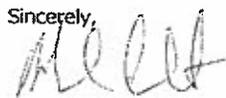
Mark Rubinstein  
President, Musicians' Society of San Antonio  
Local 23, American Federation of Musicians  
427 N. Main  
San Antonio, TX 78205

Jack Fishman  
President and CEO, San Antonio Symphony  
P.O. Box 658  
San Antonio, TX 78293-0658

Dear Mr. Fishman:

As a matter of clarification, the Union interprets Article XVI.B.1.a of the September 1, 2007 Collective Bargaining Agreement to mean that a broadcast of a recorded program on local radio includes a simultaneous Internet transmission of the recording streamed on the radio station's website. The radio emission and the simultaneous Internet streamed transmission together comprise one local radio broadcast within the meaning of that section.

Sincerely,



Mark Rubinstein  
President, AFM Local 23

Index

Announcement ..... 32  
Attendance ..... 27  
Auditions..... 19, 41, 43, 44, 45, 47, 48, 59  
Base of Operations..... 3  
Bowings ..... 28, 29  
CE ..... 8, 9, 10, 11, 15, 29  
Chairs ..... 32  
Coronation..... 26  
Day Off ..... 3  
Doubling ..... 4, 7, 18  
Extra Services ..... 25  
Free Service ..... 2  
Grievance ..... 4, 12, 50, 54  
Individual Contract ..... 7  
Instrument Transportation..... 31, 37  
Insurance ..... 11, 12, 13  
Intermissions ..... 25  
Leave..... 15, 16, 17  
Lighting and Backstage Facilities..... 32  
Music Director 14, 16, 17, 19, 22, 26, 27, 28,  
29, 42, 44, 45, 46, 47, 48, 51, 52, 53, 54,  
55  
Night Rehearsals ..... 24  
Non-Renewal ..... 51, 52  
Non-Season Weeks ..... 26  
On-Call..... 4, 14, 29  
Open and Closed Rehearsals..... 28  
Opera..... 3, 5, 8, 27, 35, 41, 59  
Orchestra Committee 1, 5, 10, 14, 16, 20, 21,  
26, 28, 32, 33, 37, 38, 40, 42, 44, 48, 49,  
52, 53, 54, 61, 62  
Overscale..... 7  
Parking ..... 28, 48

Part Assignments ..... 21  
Paycheck Distribution..... 8  
Performance ..... 3, 14, 36, 51  
Personnel Manager 4, 24, 27, 30, 37, 43, 44,  
45, 46, 55, 59  
Photo Call..... 31  
Picket Lines..... 31  
Practice Space ..... 32  
Preliminary Schedule ..... 9, 20  
Rehearsal..... 2, 3, 14, 22, 26, 33  
Rehearsal Order ..... 22  
Renewal..... 51, 52  
Rotation..... 28  
Runouts ..... 36  
Salary ..... 6  
Saturday Rehearsals ..... 25  
Scheduling Limitations ..... 22  
Season ..... 2, 6, 7, 16, 19, 26, 51  
Seniority Pay ..... 7  
Service..... 2, 3, 23, 28, 29, 31, 37, 39  
Service Count..... 29  
Severance Pay ..... 7  
Sound and Light Levels ..... 31  
Split Orchestra ..... 9, 28  
Staff Musician..... 1  
Stage Preparation ..... 31  
Student Performance ..... 3  
Student Performances ..... 23  
Subs and Extras..... 2, 7, 29  
Sunday Rehearsals ..... 24  
Temperature ..... 30  
Tenured Musician ..... 2, 51, 52  
Tours ..... 38  
Variance Requests..... 32

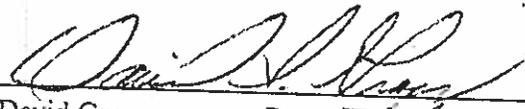
B. Nothing herein shall prevent the parties from permissively, by mutual agreement making other modifications of the Agreement for any season for which the Agreement is automatically renewed pursuant to Section A of this Article.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written above.

FOR THE UNION

FOR THE EMPLOYER

  
\_\_\_\_\_  
Richard Oppenheim                      Date 7/1/15

  
\_\_\_\_\_  
David Gross                      Date 7/1/2015

## AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

The Symphony Society of San Antonio ("Symphony") and Local 23 of the American Federation of Musicians ("Union") hereby agree to amend Article XXIX of the parties' current Collective Bargaining Agreement as follows:

The duration of the parties' current Collective Bargaining Agreement is hereby extended through the earlier of (i) December 31, 2017, or (ii) the negotiation of a new collective bargaining agreement. The Collective Bargaining Agreement is extended without change in any other provisions of the Agreement except as expressly specified herein.

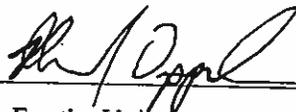
The currently existing individual contracts of staff musicians are likewise extended without substantive change through the earlier of (i) December 31, 2017, or (ii) the negotiation of a new collective bargaining agreement pursuant to the clause in all current individual contracts specifying that such contracts are "subject and subordinate to all of the provisions of such CBA and any amendments, renewals, or extensions thereof."

Any negotiated changes in (i) musician weekly salary or (ii) musician compensation or benefits calculated based on the number of weeks in the season that are favorable to musicians shall upon ratification of a new collective bargaining agreement be applied retroactively to September 1, 2017.

Alice Viroslav

For the Symphony

Date: 08/24/2017

  
\_\_\_\_\_  
For the Union

Date: 8/23/17

1#5535113.2#5535113.2

GC-8

# **A LIVE ORCHESTRA FOR LIVE DANCERS**

You will not hear a live orchestra performing with the professional dancers of Ballet San Antonio. Instead, Ballet San Antonio will waste the world class acoustics of the Tobin Center by playing a recording of Tchaikovsky's score over loudspeakers.

You've paid full price for half of the product.  
**San Antonio deserves better!**

**DEMAND LIVE MUSIC!**

Go To: Musicians' Society of San Antonio  
on Facebook:



**RESPECT  
THE MUSIC  
RESPECT  
THE MUSICIANS**  
INFORMATIONAL LEAFLET

GC EXHIBIT 9



Week 1  
 Renée Fleming Gala  
 September 20, 2014  
 H-E-B Hall – Tobin Center for the Performing Arts  
 Sebastian Lang-Lessing, conductor  
 Renée Fleming, soprano

Strauss	<i>Der Rosenkavalier</i> Suite op. 59 3[1.2.3/pic] 3[1.2.3/Eh] 4[1.2.3/Ebcl.bcl] 3[1.2.3/cbn] – 4 3 3 1 – tmp+5 – 1 or 2hp – cel – str	22'
Strauss	<i>Four Last Songs</i> 4[1.2.3/pic2.pic1] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.3/cbn] – 4 3 3 1 – tmp – hp – cel – str – sop Frühling September Beim Schlafengehen Im Abendrot	24'
Canteloube	Intermission from <i>Chants d'Auvergne</i> 3[1.2.pic] 2 2 2 – 2 1 0 0 – tmp+3 – pf – str – sop Malurous qu'o uno fenno Baïlèro	9'
Deïibes	<i>Les Filles de Cadix</i> 2 2 2 2 – 4 2 3 1 – tmp+perc – str – sop	3.5'
Ravel	<i>Rhapsodie Espagnole</i> 4[1.2.pic1.pic2] 3[1.2.Eh] 3[1.2.bcl] 4[1.2.3.sarr] – 4 3 3 1 – tmp+6 – 2hp – cel – str Prélude à la nuit: Très modéré Malagueña: Assez vif	16'

Habanera: Assez lent et d'un rythme las  
Feria: Assez animé

[Encores: Do not print.]

Loewe/Lerner *I Could Have Danced All Night from My Fair Lady* 2.5'  
1 1 2 1 - 2 3 2 1 - tmp+set - hp - str - sop

Bernstein/Lerner *Take Care of This House from 1600 Pennsylvania Avenue* 3'  
2[1.pic] 1 3[2.bcl] 1 - 2 2 1 1 - tmp+1 - hp - pf - str [no vla] - sop

Total time: 80'

Max instrumentation: 4++ 3[1.2.3/Eh] 4#+ 4+ - 4 3 3 1 - tmp+6(inc set) - 1 or 2 hps - pf/cel - str

# SAN ANTONIO SYMPHONY

Week 2

Date Issued: August 22, 2014  
 Classics 1  
 Sebastian Lang-Lessing, conductor  
 Nadine Sierra, soprano, Kelley O'Connor, mezzo soprano  
 San Antonio Symphony Mastersingers and UTSA Concert Choir  
 John Silantien, director

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 2 2014-2015 Season</b>	Oct. 6	Oct. 7	Oct. 8	Oct. 9	Oct. 10	Oct. 11	Oct. 12
	DAY OFF	10:00am-12:30pm Classics 1 – Reh (Strings Only) (TC)	10:00am-12:00pm Classics 1 - Reh (TC)	10:00am-12:00pm Classics 1 – Reh (TC)	8:00pm Classics 1 - Perf SLL/Sierra/O'Connor (TC)	8:00pm Classics 1 – Perf SLL/Sierra/O'Connor (TC)	FREE DAY
		7:00pm-9:30pm Classics 1 - Reh (TC)	7:00pm-9:30pm Classics 1 - Reh (TC)				

Services: 7

Dress Code

Classical Subscription Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018	Tobin Center Backstage	
Box Office	554-1010	Karina Bharne (office)	554-1014
		Karina Bharne (cell)	908-720-9084

**Week 2**

**Classics I**

October 10 & 11, 2014

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Nadine Sierra, *soprano*, Kelley O'Connor, *mezzo-soprano*

San Antonio Symphony Mastersingers and UTSA Concert Choir, John Silantien, *director*

[Not to be printed]

Smith/Key *The Star Spangled Banner* 2'  
 Arr. Damrosch

3[1.2.pic] 2 2 2 – 4 2 3 1 timp + 3-4 perc - str

Meyers *Simplexity Prelude* [world premiere] 4'  
 3[1.2.pic] 3[1.2.Eh] 2 3[1.2.Cbn] – 4 3 3 1 – timp+5 – hp – str –  
 women's choir (18 voices)

Mahler *Symphony No. 2, C minor (Resurrection)* 80'  
 4[1/pic.2/pic.3/pic.4/pic] 4[1.2.3/Eh.4/Eh] 5[1.2.3/bcl.4/Ebcl2.  
 Ebcl1] 4[1.2.3.4/cbn] — 10 8 4 1 — 2tmp+6 —  
 2hp[preferably dbl] — org — str

Total time: 86'

\* No intermission pending the approval of a variance request

Maximum instrumentation:

4[1/pic.2/pic.3/pic.4/pic] 4[1.2.3/Eh.4/Eh] 5[1.2.3/bcl.4/Ebcl2.Ebcl1] 4[1.2.3.4/cbn] —  
 10 8 4 1 — 2tmp+6 — 2hp[preferably dbl] — org — str

# SAN ANTONIO SYMPHONY

Week 3  
Baroque 1  
Akiko Fujimoto, conductor  
Jeff Garza, horn

Date Issued: August 22, 2014  
Movie 1: Star Trek into Darkness  
Constantine Kitsopoulos, conductor

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 3 2014-2015 Season	Oct. 13	Oct. 14	Oct. 15	Oct. 16	Oct. 17	Oct. 18	Oct. 19
	DAY OFF	10:00am-12:30pm Baroque 1 - Reh (TC, Alvarez Theater)	10:00am-12:30pm Baroque 1 - Reh (TC, Alvarez Theater)	10:00am-12:30pm Movie 1 - Reh (MAA)	10:00am-12:30pm Movie 1 - Reh (MAA)	10:00am-12:00pm Baroque 1 - Reh (SFC)	7:00pm Baroque 1 - Perf Fujimoto/Garza (SFC)
					8:00pm Movie 1 - Perf Kitsopoulos (MAA)	8:00pm Movie 1 - Perf Kitsopoulos (MAA)	

Services: 8

Dress Code

Movie 1: Pit Black

Baroque 1: Classical Subscription Dress

Administrative Offices

Library

Box Office

554-1000

554-1018

223-8624

Tobin Center

Tobin Center Backstage

Karina Bharne (office)

Karina Bharne (cell)

223-3333

554-1014

908-720-9084

**Week 3 & 4****Baroque 1: The Enchanted Forest****October 19, 2014, 7:00 p.m.****San Fernando Cathedral****October 21, 2014, 7:30pm****JCC****Akiko Fujimoto, conductor****Jeff Garza, horn****(strings: 6.5.4.3.1)**

Bach	From Cantata No. 212, "Mer hahn en neue Oberkeet" BWV 212 (Peasant Cantata) hpsd / str Sinfonia	3'
Telemann	Concerto for Horn and Orchestra 0 1 0 0 / hpsd / str / solo horn Vivace (Allegro) Largo Allegro	9'
Förster	Concerto for Horn and Orchestra in E flat major hpsd / str / solo horn Con discrezione Adagio Allegro	14'
Geminiani	<i>La foresta incantata</i> (The Enchanted Forest) 2 0 0 1 / 2 1 0 0 / hpsd / str / 2 solo vlns, solo vla, solo cello	32'

Total time: 58'

Maximum instrumentation 2 1 0 1 / 2 1 0 0 / hpsd / str

**Week 3****Movie 1: Star Trek into Darkness****October 17&18, 2014, 8:00 p.m.****Majestic Theater****Constantine Kitsopoulos, conductor**

Giacchino *Star Trek into Darkness* 147'  
3[1/af, 2/af,3/af/picc], 2[1,2/eh], 3[1,2/bcl,3cbcl], 2[1,2/cbn] - 4 4 4 1 -  
timp +4 perc - hp - pno/cel - 2 synth - str

Total time: 147'

Maximum instrumentation: 3[1/af, 2/af,3/af/picc], 2[1,2/eh], 3[1,2/bcl,3cbcl], 2[1,2/cbn] - 4 4 4 1 -  
- timp +4 perc - hp - pno/cel - 2 synth - str

# SAN ANTONIO SYMPHONY

Date Issued: August 22, 2014

Pops 1

Sebastian Lang-Lessing, conductor  
Big Bad Voodoo Daddy

REVISED: 10.9.14

Week 4

Baroque 1  
Akiko Fujimoto, conductor  
Jeff Garza, horn

Family 1

Akiko Fujimoto, conductor  
Bernadette Nason, narrator

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 4 2014-2015 Season	Oct. 20 DAY OFF	Oct. 21 7:30pm Baroque 1 – Perf Fujimoto/Garza (JCC)	Oct. 22 10:00am-12:30pm Pops 1 – Reh (TC)	Oct. 23 FREE DAY	Oct. 24 12:00pm-2:30pm Pops 1 - Reh (TC) 8:00pm Pops 1 – Perf SL/Big Bad Voodoo Daddy (TC)	Oct. 25 10:00am-12:30pm Family 1 – Reh (TC) 8:00pm Pops 1 – Perf SL/ Big Bad Voodoo Daddy (TC)	Oct. 26 3:00pm Family 1 – Perf Fujimoto (LAU)

Services: 7

Dress Code

Baroque 1: Classical Subscription Dress

Pops 1: Pops Subscription Dress

Family 1: Student Dress or Costume option (suggested)

Administrative Offices

Library

Box Office

554-1000

554-1018

223-8624

Tobin Center

Tobin Center Backstage

Karina Bharne (office)

Karina Bharne (cell)

223-3333

554-1014

908-720-9084

**Week 3 & 4****Baroque 1: The Enchanted Forest****October 19, 2014, 7:00 p.m.****San Fernando Cathedral****October 21, 2014, 7:30pm****JCC****Akiko Fujimoto, conductor****Jeff Garza, horn****(strings: 6.5.4.3.1)**

Bach	From Cantata No. 212, "Mer hahn en neue Oberkeet" BWV 212 (Peasant Cantata) hpsd / str Sinfonia	3'
Telemann	Concerto for Horn and Orchestra 0 1 0 0 / hpsd / str / solo horn Vivace (Allegro) Largo Allegro	9'
Förster	Concerto for Horn and Orchestra in E flat major hpsd / str / solo horn Con discrezione Adagio Allegro	14'
Geminiani	<i>La foresta incantata</i> (The Enchanted Forest) 2 0 0 1 / 2 1 0 0 / hpsd / str / 2 solo vlns, solo vla, solo cello	32'

Total time: 58'

Maximum instrumentation 2 1 0 1 / 2 1 0 0 / hpsd / str

**Week 4****Pops 1: Big Bad Voodoo Daddy**

October 24 &amp; 25, 2014 – 8:00 pm

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Program: TBD

[Not to be printed]

Smith/Key,

*The Star-Spangled Banner*

2'

arr. Damrosch

3+ 2 2 2 / 4 2 3 1 / timp, 3-4 perc / str

Program TBD

Total time:

Maximum instrumentation: 2[1, 2/picc] 2 2[1,2/bcl] 2 – 4 3 3 1 – timp + 2 perc – hp – str (no basses)

**Week 4****Family Concert 1 – Halloween Spooktacular**

Sunday, October 26, 2014, 3:00 pm

Laurie Auditorium

Akiko Fujimoto, *conductor*Bernadette Nason, *narrator*

Wagner	<i>Ride of the Valkyries</i>	5'
arr. Hutschenruyter	3+ 3+ 3+ 3 / 4 3 3 1 / timp, 3 perc / str	
Liadov	<i>Baba-Yaga, Op. 56</i>	4'
	3+ 3+ 3+ 3+ / 4 2 3 1 / timp, 3 perc / str	
Grieg	"In the Hall of the Mountain King" from <i>Peer Gynt</i>	3'
	3+ 2 2 2 / 4 2 3 1 / timp, 2 perc / str	
Gounod	<i>Funeral March of a Marionette</i>	4'
	2+ 2 2 2 / 2 2++ 3 1 / timp, 3 perc / str	
Saint-Saëns	<i>Danse macabre, Op. 40</i>	8'
	3+ 2 2 2 / 4 2 3 1 / timp, 3 perc, hp / str	
Dukas	<i>The Sorcerer's Apprentice</i> [Reh.#6 to end]	8'
	3+ 2 3+ 4+ / 4 4++ 3 0 / timp, 4 perc, hp / str	
Williams, arr. Brubaker	Harry Potter and the Sorcerer's Stone, Symphonic Suite	6'
	2+# 2+ 3+ 2 / 4 3 3 1 / 4 perc, cel, hp / str	

Total time: 38'

Maximum instrumentation:

3+# 3+ 3+ 4+ / 4 4++ 3 1 / timp, 4 perc, cel, hp / str

# SAN ANTONIO SYMPHONY

Week 5

Date Issued: August 22, 2014

Classics 2

Sebastian Lang-Lessing, conductor

Kirill Gerstein, piano

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 5 2014-2015 Season	Oct. 27 DAY OFF	Oct. 28 FREE DAY	Oct. 29 10:00am-12:30pm Classics 2 - Reh (TC)	Oct. 30 10:00am-12:30pm Classics 2 - Reh (TC)	Oct. 31 10:00am-12:30pm Classics 2 - Reh (TC)	Nov. 1 8:00pm Classics 2 - Perf SLL/Gerstein (TC)	Nov. 2 3:00pm Classics 2 - Perf SLL/Gerstein (TC)
				12:30pm-2:00pm League Lunch (TC)	8:00pm Classics 2 - Perf SLL/Gerstein (TC)		
				2:00pm-4:00pm Classics 2 - Reh (TC)			

Services: 7

Dress Code

Classics 2 Evening: Classical Subscription Dress  
 Sunday Matinee: Classical Sunday Matinee Dress

Administrative Offices

Library

Box Office

554-1000

554-1018

223-8624

Tobin Center

Tobin Center Backstage

Karina Bharne (office)

Karina Bharne (cell)

223.3333

554-1014

908-720-9084

**Week 5****Classics 2**

October 31, November 1 &amp; 2, 2014

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*Kirill Gerstein, *piano*

Smith/Key arr. Damrosch	<i>The Star-Spangled Banner</i> 3[1.2.pic] 2 2 2 – 4 2 3 1 timp + 3-4 perc - str	2'
DeFeo	<i>Promenade for Orchestra</i> 3[1.2.pic] 3[1.2.eh] 3[1.2.bcl] 3[1.2.cbn] – 4 3 3 1– timp +3 – hp – str	4'
Verdi	<i>La forza del destino</i> Overture 2[1.pic] 2 2 2 – 4 2 3 1 – tmp+2 – 2hp – str	8'
Rachmaninoff	Concerto No. 1 for Piano & Orchestra, Op. 1, F <sup>#</sup> minor 2 2 2 2 – 4 2 3 0 – tmp+2 – str Vivace – Moderato Andante Allegro vivace	27'
	Intermission	
Tchaikovsky	Symphony No. 4, Op. 36, F minor 3[1.2.pic] 2 2 2 – 4 2 3 1 – tmp+3 – str	44'
Total time:		85'
Maximum instrumentation	3[1.2.pic] 3[1.2.eh] 3[1.2.bcl] 3[1.2.cbn] – 4 3 3 1- timp +3 – hp - str	

# SAN ANTONIO SYMPHONY

Date Issued: August 22, 2014

Classics 3

Sebastian Lang-Lessing, conductor

Jon Kimura Parker, piano

Week 6

Jackie Evancho Special

Conductor TBD

Jackie Evancho, vocalist

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
<b>Week 6</b> <b>2014-2015</b> <b>Season</b>	<b>Nov. 3</b> DAY OFF	<b>Nov. 4</b> 10:00am-12:30pm Classics 3 - Reh (TC)	<b>Nov. 5</b> 10:00am-12:30pm Classics 3 - Reh (TC)	<b>Nov. 6</b> 10:00am-12:30pm Classics 3 - Reh (TC)	<b>Nov. 7</b> 10:00am-12:30pm Classics 3 - Reh (TC)	<b>Nov. 8</b> 8:00pm Classics 3 - Perf SLI/Parker (TC)	<b>Nov. 9</b> DAY OFF	
			3:30pm-6:00pm Jackie Evancho Special - Reh (TC)		8:00pm Classics 3 - Perf SLI/Parker (TC)			
			8:00 pm Jackie Evancho Special - Perf TBD/Evancho (TC)					

Services: 6  
Extra Services: 2

**Dress Code**

Classics 3: Classical Subscription Dress

Jackie Evancho Special: Dress TBD

Administrative Offices

Library

Box Office

554-1000

554-1018

223-8624

Tobin Center

Tobin Center Backstage

Karina Bharne (office)

Karina Bharne (cell)

223-3333

554-1014

908-720-9084

**Week 6**

**Classics 3**

November 7 & 8, 2014

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Jon Kimura Parker, *piano*

Agobet	<i>American Preludes No. 3</i> *3*3*3*3 – 4 3 3 1- timp +3 – hp - str	4'
Wagner	<i>Lohengrin</i> , WMV 75: Prelude, Act 1 3 3[1.2.Eh] 3[1.2.bcl] 3—4 3 3 1— tmp+1 — str	8'
Grieg	Concerto for Piano & Orchestra, Op. 16, A minor 2[1.2/pic] 2 2 2—4 2 3 0— tmp — str Allegro molto moderato Adagio Allegro moderato molto e marcato	30'
	Intermission	
Sibelius	Symphony No. 2, Op. 43, D Major 2 2 2 2—4 3 3 1— tmp — str	43'
Total time:		85'
Maximum instrumentation: *3*3*3*3 – 4 3 3 1 – timp + 3 hp - str (* Agobet: possibly pic, Eh, bcl, cb)		

**Week 6**

**Jackie Evancho**

November 5, 2014 – 8:00 pm

The Tobin Center for the Performing Arts

TBD, *conductor*

Program: TBD

Total time:

Maximum instrumentation: Upright/Electric Bass - Drums– str (Vln 1, Vln2, Vla, Cel)

# SAN ANTONIO SYMPHONY

**Week 18**

Date Issued:  
December 31<sup>st</sup>, 2015

YPC-2

Akiko Fujimoto, *conductor*  
Tobin

Beeville YPC/Eve  
Akiko Fujimoto, *conductor*  
AC Jones  
Bonnie Terry, *violin* (Beeville Eve)

JCC  
Akiko Fujimoto, *conductor*  
Barshop Jewish Community Center  
Bonnie Terry, *violin*

Belle Ball  
Akiko Fujimoto, *conductor*  
J.W. Marriott

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Feb. 8	Feb. 9	Feb. 10	Feb. 11	Feb. 12	Feb. 13	Feb. 14
	Day Off	10:00am-12:30pm Beeville Eve/JCC-Reh AF (LAU)	Free	7:30pm JCC- Perf AF (JCC)	10:30am Beeville Bus Departure (Former Target Approximately at 281 and Jones Maltsberger)	7:05pm Belle Ball- Perf AF (J.W. Marriott)	Free
<b>Week 18</b>		2:00pm-4:00pm YPC2/Beeville YPC /Belle Ball- Reh AF (LAU)			1:15pm/2:15pm Beeville YPC- Perf AF (AC Jones) 7:05pm Beeville Eve- Perf AF (AC Jones)		

Services: 6\*

Dress Code

- YPC-2: Student dress
- JCC (Thursday evening): Classical subscription
- Beeville Eve (Friday evening): Classical subscription
- Beeville YPC (Friday morning): Student dress
- Belle Ball (Saturday evening): Pops Dress

- Administrative Offices 554-1000 Tobin Center 223-3333
- Library 554-1018/554-1016 Robert Grossman (office) 554-1004
- Box Office 554-1010 Robert Grossman (cell) 219-309-0649

\*Article XVII.D - Any staff musician involved in both the student performance and evening performance in Beeville shall receive two (2) additional service credits during that workweek.

**Week 18****JCC**

February 11, 2016, 7:30pm

Barshop Jewish Community Center

Akiko Fujimoto, conductor

Bonnie Terry, violin

Strings: 10.8.6.5.4 (+alts)

Smetana	<i>The Bartered Bride: Overture</i> 3[1.2.pic] 2 2 2—4 2 3 0—tmp—str	7'
Dvořák	Romance in F minor, Op. 11 2 2 2 2—2 0 0 0—str—solo violin	12'
Dvořák	Symphony No. 8 2[1.2/pic] 2[1.2/Eh] 2 2—4 2 3 1—tmp—str	34'
Total Time:		53'
Maximum instrumentation:	: 3 2[1.2/Eh] 2 2—4 2 3 1—tmp—str	

**Week 18****BEEVILLE YPC**

Feb. 12, 2016, 1:15 pm &amp; 2:15 pm

A.C. Jones High School Auditorium, Beeville, TX

Akiko Fujimoto, conductor

Strings: 8.7.5.4.3 (+alts)

Smetana	<i>The Bartered Bride: Overture [with cut]</i> 3[1.2.pic] 2 2 2—4 2 3 0—tmp—str	5.5'
Smetana	<i>The Bartered Bride: Three Dances</i> 3[1.2.pic] 2 2 2—4 2 3 0—tmp+4—str III. Dance of the Comedians	5'
Dvořák	from Symphony No. 8 in G major, Op. 88 2 2 2 2 / 4 2 0 0 / tmp / str III. Allegretto grazioso	6'
Fučík	<i>Entrance of the Gladiators</i> , Op. 68 2+ 2 2 2 / 4 2 3 0 / 3 perc / str	3'
Dvořák	from Symphony No. 8 in G major, Op. 88 2 2 2 2 / 4 2 3 1 / tmp / str	26.5'
Total time:		
Maximum instrumentation:	3[incl pic] 2 2 2—4 2 3 1—tmp+4—str	

**Week 18****Beeville Evening**

February 12, 2016, 7:05pm

A.C. Jones High School Auditorium

Akiko Fujimoto, conductor

Bonnie Terry, violin

Strings: 8.7.5.4.3 (+ alts)

Smetana

*The Bartered Bride: Overture*

7'

3[1.2.pic] 2 2 2 — 4 2 3 0 — tmp — str

Dvořák

Romance in F minor, Op. 11

12'

2 2 2 2 — 2 0 0 0 — str — solo violin

Dvořák

Symphony No. 8

34'

2[1.2/pic] 2[1.2/Eh] 2 2 — 4 2 3 1 — tmp — str

Total Time:

53'

Maximum instrumentation: 3 2[1.2/Eh] 2 2 — 4 2 3 1 — tmp — str

**Week 18****Belle Ball**

February 13, 2016, 7:05pm

J.W. Marriott

Akiko Fujimoto, conductor

Bernstein

*Three Dance Episodes from On the Town*

4'

II. Lonely Town, Pas de deux: Andante

1[1/pic] 1 3[1/Eb.2.bcl] 0 — 2 3 3 0 — tmp — pf - str

Gershwin

*Cuban Overture*

10'

3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] —

4 3 3 1 — tmp+7 — str

Anderson

*Belle of the Ball*

8'

3[1.2.pic] 2 2 2 — 4 3 3 1 — 3 perc- pf — str

Total time:

22'

Maximum Instrumentation: 3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] — 4 3 3 1 — tmp+7 — pf - str

**Week 18****Pops 3: Bravo Broadway!**

February 26 &amp; 27, 2016, 8:00 p.m.

The Tobin Center for the Performing Arts

Akiko Fujimoto, *conductor*Christiane Noll, *vocalist*Doug LaBreque, *vocalist*

<i>Guys and Dolls Overture</i>	5'
<i>Another Opening/There's No Business Like Show Business</i>	3.5'
<i>Begin the Beguine</i>	3'
<i>I Could Have Danced All Night</i>	3'
<i>I Got Rhythm</i>	2.5'
<i>A Chorus Line overture</i>	6'
<i>Anything You Can Do, I Can Do Better</i>	3'
<i>Till There Was You</i>	3'
<i>Something's Coming</i>	3'
<i>Cabaret Medley</i>	9'
<b>Intermission</b>	
<i>Wilkommen</i>	2.5'
<i>Overture/All That Jazz</i>	4.5'
<i>Mr. Cellophane</i>	4'
<i>Defying Gravity</i>	4'
<i>Bring Him Home</i>	3'
<i>Jersey Boys Medley</i>	4.5'
<i>76 Trombones</i>	3'
<i>Think of Me</i>	4'
<i>Music of the Night</i>	5.5'

# SAN ANTONIO SYMPHONY

## Week 19

Date Issued:  
January 7, 2016

Baroque 2  
Akiko Fujimoto, *conductor*  
Eric Gratz, *violin and leader*  
San Fernando Cathedral

Movie 2  
Emil de Cou, *conductor*  
Majestic Theater

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 19	Feb. 15	Feb. 16	Feb. 17	Feb. 18	Feb. 19	Feb. 20	Feb. 21
	Day Off	Free	10:00am-12:30pm Baroque 2- Reh AF/EG (STP)	10:00am-12:30pm Movie 2- Reh de Cou (MAJ)	10:00am-12:30pm Movie 2- Reh de Cou (MAJ)	11:00am-1:00pm Baroque 2- Reh AF/EG (SFC)	7:00pm Baroque 2-Perf AF/EG (SFC)
			2:00pm-4:00pm Baroque 2- Reh AF/EG (STP)		8:05pm Movie 2- Perf de Cou (MAJ)	7:05pm Movie 2- Perf de Cou (MAJ)	

Serv/ces: 8

Dress Code  
Baroque 2- Classical Subscription Dress  
Movie 2- Pit Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (office)	554-1004
Box Office	554-1010	Robert Grossman (cell)	219-309-0649



# SAN ANTONIO SYMPHONY

## Week 20

Date Issued:  
January 14, 2016

YPC-2	YOSA- Side by Side
Akiko Fujimoto, conductor	Sebastian Lang-Lessing, conductor
Edgewood	Troy Peters, conductor
Pops 3	
Akiko Fujimoto, conductor	
Christiane Noll, vocalist	
David LaBrecque, vocalist	

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 20	Feb. 22	Feb. 23	Feb. 24	Feb. 25	Feb. 26	Feb. 27	Feb. 28
	Day Off	9:50am/11:10am YPC 2- Perf AF (Edgewood)	9:50am/11:10am YPC 2- Perf AF (HEB)	9:50am/11:10am YPC 2- Perf AF (HEB)	10:00am-12:30pm Pops 3- Reh AF/Noll/LaBrecque (HEB)	10:00am-12:30pm YOSA SxS- Reh SLL/TP (HEB)	3:00pm YOSA- SxS - Perf SLL/TP(HEB)
				2:00pm-4:00pm Pops 3- Reh AF/Noll/LaBrecque (HEB)	8:00pm Pops 3- Perf AF/Noll/LaBrecque (HEB)	8:00pm Pops 3- Perf AF/Noll/LaBrecque (HEB)	

Services: 9

Dress Code  
YPC 2- Student Dress  
Pops 3- Pops Dress  
YOSA SxS- Student Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (office)	554-1004
Box Office	554-1010	Robert Grossman (cell)	219-309-0649

Total time: 80'  
 Maximum instrumentation:

**Week 20****FC 2: YOSA SXS**

Feb. 28, 2016, 3:00 pm

H-E-B Performance Hall, Tobin Center

Sebastian Lang-Lessing, *conductor*Troy Peters, *conductor*Victoria Klaunig, *violin* (YOSA Concerto Competition Winner)

Smetana	from <i>The Bartered Bride</i> : Three Dances 3[1.2.pic] 2 2 2 – 4 2 3 0 – tmp+3 – str III. Dance of the Comedians (SAS only, TP conducting)	5'
Dvořák	Romance in F minor, Op. 11 2 2 2 2 – 2 0 0 0 – str – solo violin (SAS only, TP conducting)	12'
Dvořák	Symphony No. 8 in G major, Op. 88 2[1.2/pic] 2[1.2/Eh] 2 2 – 4 2 3 1 – tmp – str I. Allegro con brio II. Adagio III. Allegretto grazioso IV. Allegro, ma non troppo (SAS + YOSAPhil, SLL conducting)	34'
Total time:		51'
Maximum instrumentation: 3[1.2.pic] 2[1.2/Eh] 2 2 – 4 2 3 1 – tmp+3 – str		

# SAN ANTONIO SYMPHONY

Date Issued:  
January 21, 2015

Week 21

YPC 3

Akiko Fujimoto, *conductor*  
Rhiannon Bishop, *piano*  
Helen Nebeker, *piano*  
Damian Gillen, *narrator*  
HEB

Classics 8

Sebastian Lang-Lessing, *conductor*  
Peter Serkin, *piano*  
HEB

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 21	Feb. 29	Mar. 1	Mar. 2	Mar. 3	Mar. 4	Mar. 5	Mar. 6
	Day Off	9:30am-11:30am YPC 3-Reh AF (HEB) 1:30pm-4:00pm Classics 8 – Reh SLL/Serkin (Alvarez)	10:00am-12:30pm Classics 8- Reh SLL/Serkin (HEB)	10:00am-12:30pm Classics 8- Reh SLL/Serkin (HEB)	10:00-12:30pm Classics 8- Reh SLL/Serkin (HEB) 8:00pm Classics 8- Perf SLL/Serkin (HEB)	8:00pm Classics 8- Perf SLL/Serkin (HEB)	Free

Services: 7

Dress Code

YPC 3- Student Dress  
Classics 8- Classical Subscription Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (office)	554-1004
Box Office	554-1010	Robert Grossman (cell)	219-309-0649

**Week 21****Classics 8**

March 4 &amp; 5, 2016, 8:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*Peter Serkin, *piano*

Brahms	Concerto No. 1 in D minor for Piano and Orchestra, Op. 15 2 2 2 2 — 4 2 0 0 — tmp — str — solo piano I. Maestoso II. Adagio III. Rondo: Allegro non troppo	46'
	Intermission	
Detlev Glanert	<i>Three American Preludes</i> 3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] — 4 3 3 1 — tmp+perc — hp — str	16'
Schumann	Symphony No. 4 in D minor, Op. 120 2 2 2 2 — 4 2 3 0 — tmp — str I. Andante con moto — Allegro di molto II. Romanza: Andante III. Scherzo: Presto IV. Largo — Finale: Allegro Vivace	26'
Total time:		88'
Maximum instrumentation:	3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] — 4 3 3 1 — tmp+perc — hp — str	

# SAN ANTONIO SYMPHONY

## Week 22

Date Issued:  
January 28, 2016

**YPC 3**

Akiko Fujimoto, *conductor*  
Rhiannon Bishop and Helen Nebeker, *solo pianos*  
Damian Gillen, *narrator*  
HEB

**Pops 4**

Michael Krajewski, *conductor*  
Debbie Gravitte, *vocalist*  
HEB

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 22</b>	Mar. 7	Mar. 8	Mar. 9	Mar. 10	Mar. 11	Mar. 12	Mar. 13
	Day Off	9:50am/11:10am YPC 3- Perf AF (HEB)	9:50am/11:10am YPC 3- Perf AF (HEB)	9:50am/11:10am YPC 3- Perf AF (HEB)  2:00pm-4:00pm Pops 4- Reh Krajewski/Gravitte (HEB)	10:00am-12:30pm Pops 4- Reh Krajewski/Gravitte (HEB)  <i>Education Open Rehearsal</i> 8:00pm Pops 4- Perf Krajewski/Gravitte (HEB)	8:00pm Pops 4- Perf Krajewski/Gravitte (HEB)	2:00pm Pops 4-Perf Krajewski/Gravitte (HEB)

Services: 8

Dress Code

YPC 3- Student Dress  
Pops 4- Pops Dress

Administrative Offices  
Library  
Box Office

554-1000  
554-1018/554-1016  
554-1010

Tobin Center  
Robert Grossman (office)  
Robert Grossman (cell)

223-3333  
554-1004  
219-309-0649

**Week 22****YPC 3: Carnival of the Animals**

March 8, 9, &amp; 10, 2016, 9:50 am &amp; 11:10 am

H-E-B Performance Hall, Tobin Center

Akiko Fujimoto, *conductor*Rhiannon Bishop and Helen Nebeker, *solo pianos*Damian Gillen, *narrator*

Strauss, Joh., Jr.	Overture to <i>Die Fledermaus</i> 2[1.2/pic] 2 2 2 – 4 2 3 0 – tmp+2 – str	9'
Saint-Saëns	<i>Carnival of the Animals</i> 1[1/pic] 0 1 0 – 1perc – glass harmonica [glock or cel] – str – 2 solo pianos	(21')
	1. Introduction and Royal March of the Lion	2'
	2. Hens and Roosters	1'
	3. Wild Donkeys – Fleet Animals	1'
Offenbach	<i>Orpheus in the Underworld Overture</i> [“Can-Can” excerpt] 2[1.pic] 2 2 2 – 4 2 3 1 – tmp+3 – hp – str	1'
Saint-Saëns	<i>Carnival of the Animals</i>	
	4. Tortoises	2'
	5. The Elephant	1'
	6. Kangaroos	1'
	7. *Aquarium	2'
	8. People with Long Ears	1'
	9. *Cuckoo in the Depths of the Woods	2'
	10. Aviary	1'
	11. Pianists	1'
Saint-Saëns	<i>Danse macabre</i> , Op. 40 [excerpt] 3[1.2.pic] 2 2 2 – 4 2 3 1 – tmp+3 – opt hp – str	1'
Saint-Saëns	<i>Carnival of the Animals</i>	
	12. Fossils	1'

- |               |    |
|---------------|----|
| 13. *The Swan | 3' |
| 14. Finale    | 2' |

\* = Paint to Music selections

Total time:

Maximum instrumentation:

3[1/pic.2/pic.pic] 2 2 2 – 4 2 3 1 – tmp+3 – glass harmonica [glock or cel] – hp – str – 2 solo pianos

**Week 22****Pops 4: Bond and Beyond**

March 11 &amp; 12, 8:00 p.m.

March 13, 2016, 2:00 p.m.

The Tobin Center for the Performing Arts

Michael Krajewski, *conductor*Debbie Gravitte, *vocalist*

Norman & Barry	<i>The James Bond Theme</i> [from <i>The Best of Bond</i> ] 2 2 2 2 / 4 3 3 1 / timp +3/ hp/ synth/ elec. Bass/ str	2'
Barry arr. Smith	Theme from <i>From Russia with Love</i> 2 2 2 2 / 4 3 3 1 / timp +3/ hp/ bass guitar/ str	3'
Barry orch. Smith	Theme from <i>Diamonds Are Forever</i> 2 2 3 [1,2,bcl] 2 / 4 3 3 1/ timp +3/ hp / pno/ elec. bass / str	3'
Arnold arr. Black	Theme from <i>The World Is Not Enough</i> 2 2 2 2 / 4 3 3 1 / timp + 3 perc/ hp/ bass guitar/ str	4'
Hamlisch arr. Raine	"Nobody Does it Better" from <i>The Spy Who Loved Me</i> 2 2 2 2 / 4 3 3 1 / 2 perc / hp / electric guitar/ kybd	4'
Arnold arr. & orch. Prechel	Suite from <i>Casino Royale</i> and <i>Quantum Solace</i> 3[1,2,pic] 2 2 2 / 4 3 3 1/ timp +4 perc/ hp/ pno/ elec. bass/ str	8'
Barry arr. Berens	Suite from <i>Goldfinger</i> 3[1,2,pic] 2[1,2/eh] 3[1,2,bcl] 2/tsx/ 4 3 3 1/ timp + 3/ hp/pno/ elec. bass/ str	7'
Intermission		
Sloan & Barri (arr.&orch. Prechel)	"Secret Agent Man" 3[1,2,3/picc] 2 2 2 / 4 3 3 1/ timp + 4/ hp/ pno/ elec. bass/ str	3'
Jones arr. Berens	"Soul Bossa Nova" (Theme from <i>Austin Powers</i> ) 3[1,2, pic] 2 3[1,2,bcl] 2/ 4 3 3 1/ timp + 3 perc/ pno/ rhythm bass/ str	3'
Sondheim arr. & orch. Prechel	"Sooner or Later" from <i>Dick Tracy</i> 3[1,2,3/pic] 2 2[1,bcl] / 4 3 3 1 / timp + 3 perc/ hp/ pno/ elec. bass/ str	5'

Mancini	“Inspector ClouseauTheme” from <i>The Pink Panther</i> 2 0 0 0 / 0 3 3 1/ 3 perc/ pno/1 fender bass/ str	3’
[DO NOT PRINT]		3’
Mancini	Theme from <i>The Pink Panther</i> 2 0 0 0 / tsx / 0 3 3 0/ 2 perc/ pno/ fender bass/ str	
Newman arr. Prechel	Suite from <i>Skyfall</i> [Segue to theme] 3[1/afl, 2, 3/pic] 2 [1, 2/eh] 2 2 / 4 3 3 1/ timp + 4 perc/ hp/pno/elec. bass/ str	6’
Adkins & Epworth	Theme from <i>Skyfall</i> 2 2 3[1,2,bcl] 2 / 4 3 3 1/ timp+ 3 perc/ hp/ pno/elec. bass/ str	3’
Barry arr.&orch. Tyzik	<i>The Best of Bond</i> [Two Cuts] 2 [1, 2/pic] 2 2 2/ 4 3 3 1/ timp + 3 perc/ hp/ pno synth/ elec. bass/ str	10’
[DO NOT PRINT]		
Schifrin	Theme from <i>Mission: Impossible</i> 2 1 3[1,2,bcl] 1/ 4 3 3 1/ timp + 2 perc/ pno/elec. bass / str	3’
Total time:		70’
Maximum instrumentation: 3+ 2+ 3+ 2/ 4 3 3 1/ timp + 4 perc/ pno,syth/ elec. bass/ bass guitar/ fender bass/tenor sax/ str		

# SAN ANTONIO SYMPHONY

## Week 23

Date Issued:  
February 11, 2016

Classics 9  
Sebastian Lang-Lessing, *conductor*  
Olga Kern, *piano*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 22	Mar. 21 Day Off	Mar. 22 10:00am-12:30pm Classics 9-Reh SLL/Kern (HEB)	Mar. 23 10:00am-12:30pm Classics 9-Reh SLL/Kern (HEB)	Mar. 24 10:00am-12:30pm Classics 9-Reh SLL/Kern (HEB)	Mar. 25 10:00am-12:30pm Classics 9-Reh SLL/Kern (HEB)	Mar. 26 8:00pm Classics 9- Perf SLL/Kern (HEB)	Mar. 27 Free
		2:00pm-4:00pm Classics 9-Reh SLL/Kern (HEB)			8:00pm Classics 9- Perf SLL/Kern (HEB)		

Services: 7

Dress Code  
Classics 9- Classical Subscription

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Box Office	554-1010	Robert Grossman (cell)	219-309-0649

**Week 23****Classics 9**

March 25 &amp; 26, 2016, 8:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*Olga Kern, *piano*

Berlioz	<i>Le Corsaire</i> Overture, Op. 21 2 2 2 4[2 real parts] — 4 4[2tp, 2crt] 3 1 — tmp — str	8'
Rachmaninoff	<i>Rhapsody on a Theme of Paganini</i> , Op. 43 3[1.2.pic] 3[1.2.Eh] 2 2 — 4 2 3 1 — tmp+4 — hp — str — solo piano	22'
	Intermission	
Tchaikovsky	<i>Manfred</i> Symphony, Op. 58 3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 3 — 4 4[2tp, 2crt] 3 1 — tmp+5 — 2hp — harm — str I. Lento lugubre II. Vivace con spirit III. Andante con moto IV. Allegro con fuoco	57'
Total time:		87'
	Maximum instrumentation: 3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 4 — 4 4[2tp, 2crt] 3 1 — tmp+5 — 2hp — harm — str	

# SAN ANTONIO SYMPHONY

Week 24

Date Issued:  
February 18, 2016

Classics 10

Sebastian Lang-Lessing, *conductor*

Juliana di Giacomo, *soprano*

Dolora Zajick, *mezzo-soprano*

Issachah Savage, *tenor*

Lester Lynch, *baritone*

Peixin Chen, *bass*

San Antonio Mastersingers

John Silantien, *director*

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 24	Mar. 28 Day Off	Mar. 29 2:00pm-4:00pm Classics 10-Reh SLL/OSA (HEB)	Mar. 30 2:00pm-4:00pm Classics 10-Reh SLL/OSA (HEB)	Mar. 31 8:00pm Classics 10-Perf SLL/OSA (HEB)	Apr. 1 Free	Apr. 2 8:00pm Classics 10- Perf SLL/OSA (HEB)	Apr. 3 Free
		7:00pm-10:00pm Classics 10-Reh SLL/OSA (HEB)	7:00pm-10:00pm Classics 10-Reh SLL/OSA (HEB)				

Services: 6

Dress Code

Classics 10- All Black

**Men:** Solid black suit, black shirt and dark colored tie (black preferred), long black socks and polished black dress shoes.

**Women:** Dressy black dress with wrist-length or ¾-length (below elbow) sleeves or black skirt, culottes, palazzo or full-cut dress pants (no stretch pants, t-shirt material, jersey knit material, denim or khaki material) and black blouse with wrist-length or ¾-length (below elbow) sleeves, dressy black patent leather or black closed or peep-toe dress shoes, solid black stockings.

**Option:** White blouses may be worn with black formal (dressy) jacket and skirt, or black formal jacket and full-cut dress pants.

**NOTE:** The hem of any dress or skirt must have no more than 7 inches clearance from the floor when standing in shoes.

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**Week 24**

**Classics 10**

\*\*Thursday, March 31 / Saturday, April 2, 2016, 8:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Julianna di Giacomo, *soprano*

Dolora Zajick, *mezzo-soprano*

Issachah Savage, *tenor*

Lester Lynch, *baritone*

Peixin Chen, *bass*

San Antonio Symphony Mastersingers

John Silantien, *director*

Verdi

*Il trovatore*

2 [1.pic] 2 2 2 — 4 2 3 1[cimb] — tmp+3\* — hp — org — str

\*Not including anvils.

165'

Total time:

Maximum instrumentation: 2 [1.pic] 2 2 2 — 4 2 3 1[cimb] — tmp+3\* — hp — org — str

\*Not including anvils.

165'

# SAN ANTONIO SYMPHONY

**Week 25**

Date Issued:  
March 3, 2016

**Pops 5**  
Akiko Fujimoto, *conductor*  
Mariachi Campanas de America  
Guadalupe Dance Company  
Isabel Marie Sanchez, *vocalist*

Mon	Tue	Wed	Thu	Fri	Sat	Sun
Apr. 11	Apr. 12	Apr. 13	Apr. 14	Apr. 15	Apr. 16	Apr. 17
Day Off	4:00pm-6:00pm Pops 5-Reh AF/Campanas/GDC /IMS (HEB)	Free	3:30pm-6:00pm Pops 5-Reh AF/Campanas/GDC /IMS (HEB)	8:00pm Pops 5-Perf AF/Campanas/GDC/ IMS (HEB)	8:00pm Pops 5-Perf AF/Campanas/GDC/ IMS (HEB)	2:00pm Pops 5-Perf AF/Campanas/GDC/ IMS (HEB)
<b>Week 25</b>						

Services: 5

Dress Code

Dress – Pops Dress OPTION: Women – Bright, colorful tops, fiesta medals, accessories and/or headgear may be worn  
OPTION: Men – Fiesta medals and/or accessories may be worn

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Box Office	554-1010	Robert Grossman (cell)	219-309-0649

**Week 25****Pops 5: Fiesta Pops**

April 15 &amp; 16, 2016, 8:00 p.m.

April 17, 2016, 2:00 p.m.

The Tobin Center for the Performing Arts

Akiko Fujimoto, *conductor*

Mariachi Campanas de America

Guadalupe Dance Company

Isabel Marie Sanchez, *vocalist*

- Robert Xavier Rodríguez *Fanfarria Son-Risa* 4'  
3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] – 4 3 3 1 – tmp+3 – hp  
– str
- Giménez From *La boda de Luis Alonso* 5'  
Intermedio  
2+ 2 2 2 – 4 2 3 1 – timp + 4 – str  
Mariachi Campanas de America  
Guadalupe Dance Company
- Trad. arr. José Irizarry *El niño perdido* 3'  
3+ 2 2 2 – 4 3 3 1 – timp + 3 – hp - str  
Mariachi Campanas de America
- Trad. arr. Alice Gomez *El tigre* 2'  
2 2 2 2 – 0 2 2 1 – timp (opt) + 3 or 4 – str  
Guadalupe Dance Company
- Ortiz, arr. Ortiz/DeBoer *Llorar-Llorar* 4'  
2 2 2 2 – 3 0 3 1 – timp + 3-4 perc – hp – str – solo mariachi  
Mariachi Campanas
- Arr. José Irizarry *Las Mañanitas* 3.5'  
3+ 2 2 2 – 4 3 3 1 – timp + 3 – hp - str  
Mariachi Campanas de America
- trad, arr. Troy Peters *La Mula* 3'  
3[1.2.pic] 2 2 2 – 4 3 3 1 – timp+3 – hp – str  
Guadalupe Dance Company
- Pero Como Voy* (orchestra tacet) 3.5'  
Isabel Marie Sanchez  
Mariachi Campanas de America
- Moncayo *Huapango* 8'  
3[1.2.pic] 2 3[1.2.Ebcl] 2 – 4 3 3 1 – tmp+4 – hp – str  
Guadalupe Dance Company

Intermission

Arturo Márquez	<i>Conga del fuego nuevo</i> 3[1.2.pic] 2 3[1.2.Ebcl] 2 — 4 3 3 1 — tmp+4(?) — str	5'
Silvetti, arr. Cabrera/Irizarry	<i>Tributo a Bebu</i> 3[1.2.pic] 2 2 2 — 4 3 3 1 — tmp+3 — hp — str Mariachi Campanas de America Juan Cabrera, harp	7'
trad., arr. Tucci	<i>La bamba de Vera Cruz</i> 3[1.2.pic] 2 2 2 — 4 3 3 1 — timp +3-4 — hp — str Guadalupe Dance Company	3'
	<i>Vicente Fernandez Medley (orchestra tacet)</i> Mariachi Campanas de America	6.5'
Fuentes, arr. José Irizarry	<i>Qué bonita es mi tierra</i> 3[1.2.pic] 2 2 2 — 4 3 2 1 — timp+5 (1 opt) — hp — str Mariachi Campanas de America	4'
Jurmann, arr. Alvin Mills	<i>San Antonio</i> 3[1.2.3/pic] 3[1.2.3/Eh] 3 2 — 4 3 3 1 — tmp+3 — str Isabel Marie Sanchez Mariachi Campanas de America	3'
trad., arr. Ortiz/Irizarry	<i>Jarabe tapatío</i> 3+ 2 2 2 / 4 2 2 1 / timp, 3-4 perc / str Mariachi Campanas Guadalupe Dancers	4'
[encore: not to be printed in program]		
trad., arr. Ortiz/DeBoer	<i>El son de la negra</i> 3+ 2 2 2 — 4 0 3 1 — timp, 3-4 perc — hp — str — solo mariachi Mariachi Campanas de America Guadalupe Dancers	3'

Total Time: 71.5'

Maximum instrumentation: 3[1.2.3/pic] 3[1.2.3/Eh] 3[1.2/Ebcl.3/bcl] 3[1.2.cbn] — 4 3 3 1 — tmp+3-4 — hp — str

# SAN ANTONIO SYMPHONY

**Week 26**

Date Issued:  
March 17, 2016

Classics 11

Jacques Lacombe, *conductor*

Martha Long, *flute*

Rachel Ferris, *harp*

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Apr. 25</b>	<b>Apr. 25</b>	<b>Apr. 26</b>	<b>Apr. 27</b>	<b>Apr. 28</b>	<b>Apr. 29</b>	<b>Apr. 30</b>	<b>May 1</b>
Day Off	Free	10:00am-12:30pm Classics 11- Reh Lacombe/Long/ Ferris (HEB)	8:00pm Classics 11- Perf Lacombe/Long/ Ferris (HEB)	Free			
<b>Week 26</b>				2:00pm-4:00pm Classics 11- Reh Lacombe/Long/ Ferris (HEB)	8:00pm Classics 11- Perf Lacombe/Long/ Ferris (HEB)		

Services: 6

Dress Code

Classics 11: Classical Subscription Dress

Administrative Offices  
Library  
Box Office

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**Week 26**

**Classics 11**

April 29 & 30, 2016, 8:00 p.m.

H-E-B Performance Hall at The Tobin Center for the Performing Arts

Jacques Lacombe, *conductor*

Martha Long, *flute*

Rachel Ferris, *harp*

Smetana "Sárka" from *Má vlast* 9'  
 3[1.2.pic] 2 2 2 — 4 2 3 1 — tmp+2 — str

Mozart Concerto in C major for Flute, Harp, and Orchestra, K.299 30'  
 0 2 0 0 — 2 0 0 0 — str — solo flute and harp  
 Allegro  
 Andantino  
 Rondeau - Allegro

Intermission

Janáček, arr. Talich Suite from *The Cunning Little Vixen* 15'  
 4[1.2.3/pic.4/pic] 3[1.2.3/Eh] 3[1.2.bcl] 3[1.2.cbn] —  
 4 3 3 1 — tmp+4 — hp — cel — str

Dvořák *Scherzo capriccioso*, Op. 66 12'  
 3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 2 — 4 2 3 1 — tmp+3 —  
 hp — str

Total time: 66'  
 Maximum instrumentation: 4[1.2.3/pic.4/pic] 3[1.2.3/Eh] 3[1.2.bcl] 3[1.2.cbn] — 4 3 3 1 —  
 tmp+4 — hp — cel — str

# SAN ANTONIO SYMPHONY

**Week 27**

Date Issued:  
March 24, 2016

Classics 12  
Akiko Fujimoto, *conductor*  
Martina Filjak, *piano*

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 27</b>	May 2 Day Off	May 3 Free	May 4 10:00am-12:30pm Classics 12- Reh AF/Filjak (HEB)	May 5 10:00am-12:30pm Classics 12- Reh AF/Filjak (HEB)  2:00pm-4:00pm Classics 12-Reh AF/Filjak (HEB)	May 6 10:00am-12:30pm Classics 12- Reh AF/Filjak (HEB)  8:00pm Classics 12-Perf AF/Filjak (HEB)	May 7 8:00pm Classics 12-Perf AF/Filjak (HEB)	May 8 Free

Services: 6

Dress Code

Classics 12- Classical Subscription

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**Week 27****Classics 12**

May 6 &amp; 7, 2016, 8:00 p.m.

H-E-B Performance Hall at The Tobin Center for the Performing Arts

Akiko Fujimoto, *conductor*Martina Filjak, *piano*

Delius, arr. Beecham	<i>The Walk to the Paradise Garden</i> 2 2[1.Eh] 2 2 — 4 2 3 0 — tmp — hp — str	10'
Bizet	Symphony No. 1 in C major  2 2 2 2 — 4 2 0 0 — tmp — str Allegro vivo Andante. Adagio Allegro vivace Finale. Allegro vivace	27'
	Intermission	
Saint-Saëns	Concerto No. 2 in G minor for Piano and Orchestra, Op. 22 2 2 2 2 — 2 2 0 0 — tmp+1[opt] — str — solo piano Andante sostenuto Allegro scherzando Presto	24'
Franck	<i>Le Chasseur maudit</i> (The Accursed Huntsman) 3[1.2.pic] 2 2 4 — 4 4[2tp, 2crt] 3 1 — tmp+3 — str	14'
Total time:		75'
Maximum instrumentation:	3[1.2.pic] 2[1.2/Eh] 2 4 — 4 4[2tp, 2crt] 3 1 — tmp+3 — hp — str	

# SAN ANTONIO SYMPHONY

**Week 28**

Date Issued:  
March 31, 2016

Pops 6  
Stewart Chafetz, *conductor*  
Ron Nirenberg, *narrator*

Mon	Tue	Wed	Thu	Fri	Sat	Sun
May 9	May 10	May 11	May 12	May 13	May 14	May 15
Day Off	Free	Free	10:00am-12:30pm Pops 6- Reh Chafetz (HEB)	10:00am-12:30pm Pops 6- Reh Chafetz (HEB)	8:00pm Pops 6- Perf Chafetz (HEB)	2:00pm Pops 6- Perf Chafetz (HEB)
<b>Week 28</b>						
Services: 5						

Dress Code

Pops 6 - Pops Dress OPTION: Women -- patriotic red or blue long sleeve blouses

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Box Office	554-1010	Robert Grossman (cell)	219-309-0649

**Week 28**

**Pops 6: Born in the USA: Patriotic Pops**

May 13 & 14, 2016, 8:00 p.m.

May 15, 2016, 2:00 p.m.

H-E-B Performance Hall at The Tobin Center for the Performing Arts

Stuart Chafetz, *conductor*

Ron Nirenberg, *narrator*

[Not to be printed]

Smith/Key arr. *The Star-Spangled Banner* 2'  
 Damrosch

3[1.2.pic] 2 2 2 – 4 2 3 1 - timp + 3-4 perc - str

John Williams *Midway March* 5'

3[1/pic.2/pic.pic] 2[1.2/Eh] 3[1.2.3/bcl] 2 – 4 3 3 1 – tmp,  
 3 – 4 perc – hp – pf – str

Sousa *Liberty Bell March* 5'

2(+opt pic) 2 2 2 – 2 2++ 3 1 – 3 or 4 perc – str

Rodgers, arr. Bennett *Victory at Sea (w/ cut)* 5'

2+ 2+ 3+ 2 / 4 3 3 1 / timp, 3 perc, hp / str

Bernstein *The Magnificent Seven* 5'

3 3+ 3+ 3+ – 4 3\* 3\* 1 – tmp, perc – hp – pf – opt gtr – str  
 \* + opt tpt 4, tbn 4

Sousa *Washington Post March* 5'

2(+opt pic) 2 2 2 – 2 2++ 3 1 – 3 perc – str

Beckel *Gardens of Stone* 10'

3+ 2 3+ 2 / 4 3 3 1 / timp, 3 perc, hp / str / speaker  
 [opt. EH, tpt 4, perc 4, pno]

**Intermission**

arr. Shoup *September* 5'

2 2 2 2 – a. sax, t. sax – 4 3 3 1 – timp+3(inc set) – pf – e. gtr,  
 e. bass – str

arr. Shoup *Peg* 5'

2[1.pic] 2 2 2 – a. sax, t. sax – 4 3 3 1 – timp+3(inc set) – pf –  
 e. gtr, e. bass – str

John Williams *Olympic Fanfare and Theme* 5'

3[1.2.3/pic] 3 3[1.2.3/Eh] 3[1.2.3/cbn] – 4 4 4 1 – tmp+4 – hp  
 –  
 pf – str

John Williams	Theme from <i>JFK</i> 3 3[1.2.Eh] 2 2 – 4 3 3 1 – tmp+3-4 – hp – pf-cel – str	2.5'
Ward/Bates, arr. Reed	<i>America the Beautiful</i> 3[1.2.pic] 2 2 2 – 4 2 3 1 – timp+2 – hp - str	5'
arr. Lowden	<i>Armed Forces Salute</i> 3[1.2.pic] 1 3[1.2.bcl] 1 – 4 3 3 1 – tmp+4 – str	5'
Tchaikovsky	<i>1812 Overture (w/cut)</i> 3+ 3+ 2 2 / 4 4++ 3 1 / timp, 4 perc, cannon / str / (Banda ad libitum: brass 4 2 2 2 / perc)	5'
Sousa	<i>The Stars and Stripes Forever</i> 3+ 2 2 2 / 4 2++ 3 1 / 3 perc / str	5'

## Total Time:

Maximum instrumentation: 3+++ 3+ 3+ 3+ / a. sax, t. sax / 4 3 3 1 / timp + 4, cannon / hp / pno-cel / e. gtr,  
e. bass / str

# SAN ANTONIO SYMPHONY

**Week 29**

Date Issued:  
April 7, 2016

Classics 13  
Gabriel Feltz, *conductor*  
Sarah Chang, *violin*

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 29</b>	May 16 Day Off	May 17 Free	May 18 10:00am-12:30pm Classics 13- Reh Feltz/Chang (HEB)	May 19 10:00am-12:30pm Classics 13- Reh Feltz/Chang (HEB)	May 20 9:45am-12:15pm Classics 13- Reh Feltz/Chang (HEB) <i>Education Open Rehearsal</i> 8:00pm Classics 13- Perf Feltz/Chang (HEB)	May 21 8:00pm Classics 13- Perf Feltz/Chang (HEB)	May 22 Free 1:00pm-3:00pm Russell Hill Rogers String Master Class – Chang (UTSA Recital Hall)

Services: 6

Dress Code

Classics 13- Classical Subscription

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**Week 29****Classics 13**

May 20 &amp; 21, 2016, 8:00 p.m.

H-E-B Performance Hall at The Tobin Center for the Performing Arts

Gabriel Feltz, *conductor*Sarah Chang, *violin*

Tchaikovsky	<i>The Tempest</i> , Fantasy-Overture, Op. 18 3[1.2.pic] 2 2 2—4 2 3 1 — tmp+2 — str	18'
Bruch	Concerto No. 1 in G minor for Violin and Orchestra, Op.26 2 2 2 2—4 2 0 0 — tmp — str — solo violin Vorspiel: Allegro moderato Adagio Finale: Allegro energico	24'
Intermission		
Rachmaninoff	Symphony No. 1 in D minor, Op. 13 3[1.2.3/pic] 2 2 2—4 3 3 1 — tmp+5 — str Grave – Allegro non troppo Allegro animato Larghetto Allegro con fuoco	42'
Total time:		84'
Maximum instrumentation:	3[1.2.3/pic] 2 2 2—4 3 3 1 — tmp+5 — str	

# SAN ANTONIO SYMPHONY

Date Issued:  
April 14, 2016

**Week 30**

YPC 4

Akiko Fujimoto, *conductor*

Virginia Peché and Jacob Valadez, *lead vocalists*

Baroque 3

Akiko Fujimoto, *conductor*

Ryland Angel, *countertenor*

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 30	May 23 Day Off	May 24 10:00am-12:00pm YPC 4- Reh AF (HEB)	May 25 9:50am/11:15am YPC 4- Perf AF (HEB)	May 26 9:50am/11:15am YPC 4- Perf AF (HEB)	May 27 9:50am/11:15am YPC 4- Perf AF (HEB)	May 28 10:00am-12:00pm Baroque 3- Reh AF/Angel (SFC)	May 29 7:00pm Baroque 3- Perf AF/Angel (SFC)
		1:30pm-4:00pm Baroque 3- Reh AF/Angel (HEB)			2:00pm-4:00pm Baroque 3- Reh AF/Angel (Alvarez)		

Services: 8

Dress Code

YPC 4- Student Dress

Baroque 3- Classical Subscription Dress

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**Weeks 30****YPC 4 – Link Up: *The Orchestra Rocks!***

May 25, 26 &amp; 27, 2016, 9:50 am &amp; 11:15 am

H-E-B Performance Hall, Tobin Center

Akiko Fujimoto, *conductor*Virginia Peché and Jacob Valadez, *lead vocalists*

String Count: 11.10.6.6.5 +alts (alts rehearsing)

(OMIT CUE 1: "Mars Interruption")

Cabaniss	CUE 2: "Come to Play" 2 2 2 2 / 4 2 3 1 / timp+3 / hp / str / 1-3 vocalists (audience sings or plays recorder, string instrument)	3'
Cabaniss	CUE 3: "Orchestra Families" 2 2 2 2 / 4 2 3 1 / timp+3 / hp / str	2'
Verdi arr. Cabaniss	CUE 4: "Anvil Chorus" from <i>Il trovatore</i> 2 2 2 2 / 4 2 3 1 / tmp+3 / hp / str (audience sings or plays recorder, string instrument)	2'
Stravinsky arr. Cabaniss	CUE 5: "'Dance of the Adolescents' from <i>The Rite of Spring</i> " [PARTS I & III only; OMIT PART II] 3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] / 4 3 3 1 / tmp+2 / str (audience participates by clapping and stomping)	1'
	(CUE 6 moved to end of program)	
Cabaniss	CUE 7: "Orchestra Introduction / Symphony No. 4 'In the Field Stood a Birch Tree' Intro" 3[1.2.pic] 2 2 2 / 4 2 3 1 / str	30"
Traditional arr. Cabaniss	CUE 8: "In the Field Stood a Birch Tree" 2 2 2 2 / 4 2 3 1 / tmp+2 / hp / str / vocalist(s) (audience sings or plays recorder, string instrument)	3'
	(OMIT CUE 9: "Symphony No. 4, Mvt. 4")	
Tchaikovsky	from Symphony No. 4 in F minor, Op. 36 [do NOT use CUE 9 but rather SAS set] 3[1.2.pic] 2 2 2 / 4 2 3 1 / tmp+3 / str IV. Allegro con fuoco [with CUT letters B – E]	5'
Holst arr. Rothman	CUE 10: "'Mars' from <i>The Planets</i> " [complete, no cut] 3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] / 4 3 3 1 / tmp+2 / hp / org / str	7'
Cabaniss	CUE 11: "Thanks to the Orchestra" 3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 3 / 4 2 3 1 / timp+3 / hp / pf / str / narrator	1'

(OMIT CUE 12: "Drumlines")

Orff	CUE 6: "'O Fortuna' from <i>Carmina Burana</i> " [use rental parts] 3[1.2.pic] 3[1.2.Eh] 3[1.2.Ebcl] 3[1.2.cbn] / 4 3 3 1 / tmp+3 / 2 pf / str (audience sings or plays recorder, string instrument)	3'
Beethoven	from Symphony No. 9 in D minor, Op. 125, "Choral" 2 2 2 2 / 4 2 1[BT] 0 / timp / str II. Molto vivace [start 531]	4'

Total time: 31'30"

Maximum instrumentation: 3[1.2.pic] 3[1.2.Eh] 3[1.2.Ebcl/bcl] 3[1.2.cbn] – 4 3 3 1 – tmp+3 – hp – 2pf[2<sup>nd</sup> part doubles on organ(synth)] – str – 1-3 vocalist(s)

**Week 30**

**Baroque 3**

May 29, 2016, 7:00 p.m.

San Fernando Cathedral

Akiko Fujimoto, *conductor*

Ryland Angel, *countertenor*

6-5-4-3-1 + alts (alts not rehearsing)

Pergolesi	Sinfonia to <i>L'Olimpiade</i> 0 2 0 0 – 2 2 0 0 – cnt - str	5'
Leopold I, ed. Mercurio	<i>Regina Coeli</i> cnt - str	8'
Handel, ed. Mercurio	"Stille Amare" from <i>Tolomeo</i> 0 0 0 1 – 0 0 0 0 – cnt - str	7'
Erlebach, ed. Leggero	"Trocknet euch Ihr heissen Zähren" from <i>Harmonische Freude musicalischer Freunde</i> , Vol. 1 cnt - str	5'
Handel, ed. Mercurio	"Ode/Eternal Source of Light Devine" from <i>Ode for the Birthday of Queen Anne</i> , HWV 74 0 0 0 0 – 0 1 0 0 – cnt - str	3'
Handel	<i>Royal Fireworks Music</i> 0 3 0 3[1.2.cbn] – 3 3 0 0 – tmp – cnt – str[opt]	19'

Total time: 47'

Maximum instrumentation: 0 3 0 3[1.2.cbn] – 3 3 0 0 – tmp – cnt – str[opt]

# SAN ANTONIO SYMPHONY

## Week 31

Date Issued:  
April 21, 2016

Classics 14  
Sebastian Lang-Lessing, *conductor*  
Augustin Hadelich, *violin*

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 31</b>	<b>May 30</b> Day Off 9:00am-1:00pm Section Viola Audition (HEB) 1:30pm-9:00pm Principal Trombone Audition (HEB)	<b>May 31</b> 10:00am-12:30pm Classics 14-Reh SLL/Hadelich (HEB) 1:00pm-4:00pm Section Viola Audition (HEB) 4:30pm-9:00pm Principal Trombone Audition (HEB)	<b>June 1</b> 10:00am-12:30pm Classics 14-Reh SLL/Hadelich (HEB) 12:30-2:00pm League Lunch- Pizza Day (HEB)	<b>June 2</b> 10:00am-12:30pm Classics 14-Reh SLL/Hadelich (HEB)	<b>June 3</b> 10:00am-12:30pm Classics 14-Reh SLL/Hadelich (HEB) 8:00pm Classics 14-Perf SLL/Hadelich (HEB) Simulcast Concert (River Walk Plaza)	<b>June 4</b> 9:00am-4:00pm Principal Flute Audition (HEB) 8:00pm Classics 14-Perf SLL/Hadelich (HEB)	<b>June 5</b> 2:00pm Classics 14-Perf SLL/Hadelich (HEB) 5:00pm-10:00pm Principal Flute Audition (HEB)

Services: 7

**Dress Code**

Classics 14 (Friday and Saturday evening): Classical Subscription Dress  
 Classics 14 (Sunday Matinee): Classical Sunday Matinee Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (office)	554-1004
Box Office	554-1010	Robert Grossman (cell)	219-309-0649

**Week 31****Classics 14**

June 3&amp;4, 2016, 8:00 p.m.

June 5, 2016, 2:00 p.m.

H-E-B Performance Hall at The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*Augustin Hadelich, *violin*

String Count Mahler – 14.12.10.9.7

String Count Beethoven – 12.11.8.7.6 (no alts)

Beethoven	Concerto in D major for Violin and Orchestra, Op. 61	42'
	1 2 2 2 — 2 2 0 0 — tmp — str — solo violin	
	Allegro ma non troppo	
	Larghetto	
	Rondo. Allegro	
	Intermission	
Mahler	Symphony No. 1 in D major (Titan)	53'
	4[1.2/pic2.3/pic1.4/pic3] 4[1.2.3/Eh.4] 4[1.2.3/bcl/Ebcl2.4/Ebcl1] 3[1.2.3/cbn]	
	— 7 4 3 1 — 2tmp+3 — hp — str	
	Langsam, schleppig - Immer sehr gemächlich	
	Kräftig bewegt, doch nicht zu Schnell, Rechtgemächlich	
	Feierlich und gemessen, ohne zu schleppen, Sehr einfach und schlicht	
	wie eine Volksweise, and Wieder etwas bewegter, wie im Anfang	
	Stürmisch bewegt – Energisch	
Total		95'
Time:		
Maximum instrumentation:		
	4[1.2/pic2.3/pic1.4/pic3] 4[1.2.3/Eh.4] 4[1.2.3/bcl/Ebcl2.4/Ebcl1] 3[1.2.3/cbn] — 7 4 3 1 —	
	2tmp+3 — hp — str	

# SAN ANTONIO SYMPHONY

## Week 32

Date Issued:  
 September 10, 2015  
 Madama Butterfly  
 Sebastian Lang-Lessing, conductor  
 Opera San Antonio  
 Revised 09.10.15

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 32	Sept. 28 7:00pm-10:00pm M. Butterfly - Reh SLL/OSA (Pit)	Sept. 29 7:00pm-10:00pm M. Butterfly - Reh SLL/OSA (Pit)	Sept. 30 Free	Oct. 1 7:30pm M. Butterfly - Perf SLL/OSA (Pit)	Oct. 2 Free	Oct. 3 7:30pm M. Butterfly - Perf SLL/OSA (Pit)	Oct. 4 Free

Services: 4

Dress Code

Madama Butterfly: Pit Dress

Men: Black jacket preferred

Administrative Offices

Library

Box Office

554-1000

554-1018/554-1016

554-1010

Tobin Center

Kathy Nix (office)

Kathy Nix (cell)

223-3333

554-1004

314-422-9811

**Week 32**Opera 1 – *Madama Butterfly*

October 1&amp;3, 2015 – 7:30pm

H-E-B Performance Hall, Tobin Center for the Performing Arts

Sebastian Lang-Lessing, conductor

Puccini                      *Madama Butterfly*                      150'  
3[1.2.pic] 3[1.2.eh] 3[1.2.bcl] 2 – 4 3 4(3 tenor 1 bass) 0 – timp + 5 - hp –  
str – vla d'amore – on-stage percussion

Total time:                      *Madama Butterfly*                      150'  
Maximum Instrumentation: 3[1.2.pic] 2[1.2.eh] 3[1.2.bcl] 2 – 4 3 4(3 tenor 1 bass) 0 – timp + 5 - hp –  
str – vla d'amore – on-stage percussion

San Antonio Symphony  
2014-15 Services by Venue

week	Tobin	Maj	Other	
1	9			
2	7			
3	2	4	2	SFC
4	6		1	Laurie
5	7			
6	8			
7	7			
8	4		2	Laurie
9	8			
10	7			
11	7			
12	6			
13	4		1	Laurie
14	6		1	Laurie
15	7			
16	7			
17	6		1	St. Phillips
18	9			
19	3		6	Beeville, Belle, SFC, Laurie
20	6			
21	7			
22		4	4	Empire
23	7			
24	5			
25	7			
26	8			
27	7			
28	7			
29	7			
30	6			
<b>Total</b>	<b>187</b>	<b>8</b>	<b>18</b>	<b>213</b>
<b>Percent</b>	<b>88%</b>	<b>4%</b>	<b>8%</b>	<b>100%</b>

Weeks in Tobin                    29  
 Performance Weeks            30  
 Percent of weeks in the Tobin       97%

# SAN ANTONIO SYMPHONY

## Week 1

Date Issued:  
 August 14, 2015  
 Movie 1  
 Constantine Kitsopoulos, conductor

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1	Sept. 7 Labor Day	Sept. 8 Free	Sept. 9 Free	Sept. 10 10:00am-12:30pm Movie 1 – Reh Kitsopoulos (MAJ)	Sept. 11 10:00am-12:30pm Movie 1 – Reh Kitsopoulos (MAJ)	Sept. 12 7:05pm Movie 1 – Perf Kitsopoulos (MAJ)	Sept. 13 Free
				8:05pm Movie 1 – Perf Kitsopoulos (MAJ)			

Services:4

**Dress Code**

Movie 1: Pit Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Kathy Nix (office)	554-1004
Box Office	554-1010	Kathy Nix (cell)	314-422-9811

**Week 1**

**Movie 1: E.T. the Extra-Terrestrial**

**September 11, 2015, 8:05 p.m.**

**September 12, 2015, 7:05 p.m.**

**Majestic Theatre**

**Constantine Kitsopoulos, conductor**

**Strings: 12-11-8-7-6**

*E.T. The Extra-Terrestrial*

3[1.2.3/pic] 2[1.2/eh] 3[1.2/Eb.bcl] 3[1.2.3/cbn] - 4 3 3 1 - timp + 5 -  
hp - pno - celeste/synth - str

122'

Total time:

122'

Maximum instrumentation: 3[1.2.3/pic] 2[1.2/eh] 3[1.2/Eb.bcl] 3[1.2.3/cbn] - 4 3 3 1 - timp + 5 -  
hp - pno - celeste/synth - str

# SAN ANTONIO SYMPHONY

## Week 2

Date Issued:  
 August 14, 2015  
 Classics 1  
 Sebastian Lang-Lessing, conductor  
 Marcy Stonikas, soprano  
 Nancy Maulsby, mezzo-soprano  
 John Robert Lindsey, tenor  
 Alan Held, bass-baritone & narrator  
 San Antonio Symphony Mastersingers  
 John Silantien, director

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Sept. 14	Sept. 15	Sept. 16	Sept. 17	Sept. 18	Sept. 19	Sept. 20
	Rosh Hashanah	Free	10:00am-12:30pm Classics 1 – Reh SLL/Mastersingers (HEB)	10:00am-12:00pm Classics 1 – Reh SLL/Mastersingers (HEB)	9:00am-5:00pm Section Cello Auditions (HEB)	9:00am-5:00pm Section Cello Auditions (HEB)	2:00pm Classics 1 – Perf SLL/Mastersingers (HEB)
<b>Week 2</b>			7:00pm-9:00pm Classics 1 – Reh SLL/Mastersingers (HEB)	7:00pm-9:30pm Classics 1 – Reh SLL/Mastersingers (HEB)	8:00pm Classics 1 – Perf SLL/Mastersingers (HEB)	8:00pm Classics 1 – Perf SLL/Mastersingers (HEB)	

Services: 7

Dress Code

Classics 1 (Friday and Saturday Evening): Classical Subscription Dress

Classics 1 (Sunday Matinee): Classical Sunday Matinee Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Kathy Nix (office)	554-1004
Box Office	554-1010	Kathy Nix (cell)	314-422-9811

**Week 2**

**Classics 1**

September 18 & 19, 2015, 8:00 pm  
 September 20, 2015, 2:00 pm  
 The Tobin Center for the Performing Arts  
 Sebastian Lang-Lessing, *conductor*  
 Marcy Stonikas, *soprano*  
 Nancy Maulsby, *mezzo-soprano*  
 John Robert Lindsey, *tenor*  
 Alan Held, *bass-baritone & narrator*  
 San Antonio Symphony Mastersingers  
 John Silantien, *director*

**Strings: 12-11-8-7-6**

[Not to be printed]	<i>The Star-Spangled Banner</i>	2'
Smith/Key arr. Damrosch	3[1.2.pic] 2 2 2—4 2 3 1 — timp+ 3-4 perc - str	
Schoenberg	<i>A Survivor from Warsaw</i> , Op. 46	9'
	2[1.2/pic] 2 2 2—4 3 3 1 — tmp+5 — hp — str — male narrator, male chorus	
Beethoven	Symphony No. 9 in D minor, Op. 125	65'
	3[1.2.pic] 2 2 3[1.2.cbn]—4 2 3 0 — tmp+3 — str — SATB soloists, chorus	
Total time:		
Maximum instrumentation:	3[1.2.pic] 2 2 3[1.2.cbn]—4 3 3 1 — tmp+5 — hp — str	76'

# SAN ANTONIO SYMPHONY

**Date Issued:**

September 10, 2015

Baroque 1

Akiko Fujimoto, conductor

Paul Lueders, oboe

Revised 09.10.15

**Week 3**

Madama Butterfly  
Sebastian Lang-Lessing, conductor  
Opera San Antonio

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 3</b>	Sept. 21	Sept. 22	Sept. 23	Sept. 24	Sept. 25	Sept. 26	Sept. 27
	Day Off	10:00am-12:00pm Baroque 1- Reh AF/Lueders (STP)	Yom Kippur	7:00pm-9:30pm M. Butterfly- Reh SLL/OSA (Pit)	10:00am-12:30pm Baroque 1- Reh AF/Lueders (STP)	10:00am-12:00pm Baroque 1 – Reh AF/Lueders (SFC)	7:00pm Baroque 1 – Perf AF/Lueders (SFC)
		1:30pm-4:00pm M. Butterfly- Reh SLL/OSA (Pit)					

Orchestra Services: 6

**Dress Code**

Baroque 1: Classical Subscription Dress

Madama Butterfly: Pit Dress

Men: Black jacket preferred

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Kathy Nix (office)	554-1004
Box Office	554-1010	Kathy Nix (cell)	314-422-9811

**Week 3****Baroque 1**

San Fernando Cathedral

September 27, 2015, 7:00 p.m.

Akiko Fujimoto, *conductor*Paul Lueders, *oboe*

6-5-4-3-1 + alts

Telemann	<i>Völker (The Peoples) Overture</i> , TWV 55:B5 cnt – str	20'
Marcello	<i>Concerto in C-minor</i> cnt – str – solo oboe	12'
Vivaldi	<i>Concerto in F major</i> , R.455 cnt- str – solo oboe	9'
Telemann	<i>Don Quichotte (Ouverture burlesque de Quichotte)</i> , TWV 55:G10 cnt - str	17'
Total time:		58'
Maximum instrumentation:	cnt- str – solo oboe	

**Week 32**Opera 1 – *Madama Butterfly*

October 1&amp;3, 2015 – 7:30pm

H-E-B Performance Hall, Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Puccini	<i>Madama Butterfly</i> 3[1.2.pic] 3[1.2.eh] 3[1.2.bcl] 2 – 4 3 4(3 tenor 1 bass) 0 – timp + 5 - hp - str – vla d'amore – on-stage percussion	150'
Total time:	<i>Madama Butterfly</i>	150'
Maximum Instrumentation:	3[1.2.pic] 3[1.2.eh] 3[1.2.bcl] 2 – 4 3 4(3 tenor 1 bass) 0 – timp + 5 - hp - str – vla d'amore – on-stage percussion	

# SAN ANTONIO SYMPHONY

Date Issued:

August 14, 2015

Swan Lake

Akiko Fujimoto, conductor

Ballet San Antonio

**Week 4**

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 4</b>	Oct. 5	Oct. 6	Oct. 7	Oct. 8	Oct. 9	Oct. 10	Oct. 11
	Day Off	10:00am-12:30pm Swan Lake -- Reh AF/BSA (Pit)	11:00am-1:00pm Swan Lake -- Reh AF/BSA (Pit)	11:00am-1:00pm Swan Lake -- Reh AF/BSA (Pit)	7:30pm Swan Lake -- Perf AF/BSA (Pit)	7:30pm Swan Lake -- Perf AF/BSA (Pit)	2:00pm Swan Lake -- Perf AF/BSA (Pit)
		2:00pm-4:00pm Swan Lake -- Reh AF/BSA (Pit)	4:00pm-6:30pm Swan Lake -- Reh AF/BSA (Pit)	7:30pm-10:00pm Swan Lake -- Reh AF/BSA (Pit)			

Services:9

Dress Code

Swan Lake: Pit Dress

Administrative Offices

Library

Box Office

554-1000

554-1018

554-1010

Tobin Center

Kathy Nix (office)

Kathy Nix (cell)

223-3333

554-1004

314-422-9811

**Week 4**

Swan Lake / Ballet San Antonio

October 9&10 2015, 7:30pm

October 11, 2015, 2:00pm

The Tobin Center for the Performing Arts

Akiko Fujimoto, conductor

Tchaikovsky	<i>Swan Lake</i>	
	3[1.2.pic] 2 2 2 – 4 4[2tpt.2crt] 3 1 – timp + 3 – hp - str	115'

Total time:		
Maximum instrumentation:	3[1.2.pic] 2 2 2 – 4 4[2tpt.2crt] 3 1 – timp + 3 – hp - str	115'

# SAN ANTONIO SYMPHONY

## Week 5

Date Issued:  
August 14, 2015  
YPC 1

Akiko Fujimoto, conductor  
Jeremy Brimhall, narrator

Yo-Yo Ma Gala  
Sebastian Lang-Lessing, conductor

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 5</b>	Oct. 12	Oct. 13	Oct. 14	Oct. 15	Oct. 16	Oct. 17	Oct. 18
	Day Off	10:00am-12:30pm YPC 1 – Reh AF (HEB)	9:50am/11:10am YPC 1 – Perf AF (HEB)	10:00am-12:30pm Gala – Reh SLL/Ma (HEB)	1:00pm-3:30pm Gala – Reh SLL/Ma (HEB)	Free 9:00am-5:00pm Principal Trombone Auditions (1 <sup>st</sup> Pres)	Free 1:00pm-8:00pm Principal Trombone Auditions (1 <sup>st</sup> Pres)
		2:00pm-4:00pm Gala – Reh SLL/Ma (HEB)		2:00pm-4:00pm Gala – Reh SLL/Ma (HEB)	8:00pm Gala – Perf SLL/Ma (HEB)		

Services:7

**Dress Code**

YPC 1: Student Dress

Gala: Classical Subscription Dress

Women: OPTION: Formal full Length, DARK COLORED (black, navy, very dark grey ONLY) gown. Any sleeve-length including spaghetti straps permitted. No strapless gowns.

Administrative Offices

554-1000

Tobin Center

223-3333

554-1018/554-1016

Kathy Nix (office)

554-1004

Library

554-1010

Kathy Nix (cell)

314-422-9811

Box Office

**Weeks 5 - 7**

**YPC 1: Peter and the Wolf**

Oct. 14, 27 & 28, 9:50 am & 11:10 am - H-E-B Performance Hall, Tobin Center  
 Oct. 20, 2015, 9:50 am & 11:10 am - Southwest HS Auditorium  
 Oct. 21, 2015, 9:50 am & 11:10 am - Steele HS Auditorium  
 Akiko Fujimoto, *conductor*  
 Jeremy Brimhall, *narrator*  
 Strings 10-8-6-5-4

Rossini	<i>The Barber of Seville Overture</i> 2 2 2 2 – 2 2 0 0 – tmp+2 – str	8'
Prokofiev	<i>Peter and the Wolf, Op. 67</i> 1 1 1 1 – 3 1 1 0 – tmp+1 – str – narrator	25'
Total time:		33'
Maximum instrumentation: 2 2 2 2 – 3 2 1 0 – tmp+2 – str – narrator		

**Week 5**

**Gala**

October 16, 2015  
 H-E-B Performance Hall, Tobin Center  
 Sebastian Lang-Lessing, *conductor*  
 Yo-Yo Ma, *cello*  
 Strings: 12-11-8-7-6

Arturo Márquez	<i>Clave dorada</i> 3[1.2.pic] 2 2 2 — 4 3 3 1 — tmp + 4 — hp — str	4'
Rachmaninoff	<i>Symphonic Dances, Op. 45</i> 3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] — asx — 4 3 3 1 — tmp+5 — hp — pf — str	35'
Intermission		
Dvořák	<i>Concerto in B minor for Cello and Orchestra, Op. 104</i> 2[1.2/pic] 2 2 2 — 3 2 3 1 — tmp+1 — str — solo cello	40'
Total time:		79'
Maximum instrumentation: 3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] — asx — 4 3 3 1 — tmp+5 — hp — pf — str		

# SAN ANTONIO SYMPHONY

**Week 7**

Date Issued:  
 September 17, 2015  
 YPC 1  
 Akiko Fujimoto, conductor  
 Jeremy Brimhall, narrator

Pops 1  
 Akiko Fujimoto, conductor  
 Rich Ridenour, piano

FC 1  
 Akiko Fujimoto, conductor

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 7</b>	Oct. 26 Day Off	Oct. 27 9:50am/11:10am YPC 1 - Perf AF (HEB)	Oct. 28 9:50am/11:10am YPC 1- Perf AF (HEB)	Oct. 29 Free	Oct. 30 10:00am-12:30pm Pops 1- Reh AF/Ridenour (HEB)	Oct. 31 10:00am- 12:30 pm FC 1 -- Reh AF (HEB)	Nov. 1 3:00 pm FC 1- Perf AF (HEB)
					8:00 pm Pops 1- Perf AF/Ridenour (HEB)	8:00 pm Pops 1- Perf AF/Ridenour (HEB)	

Services: 7

Dress Code

YPC 1: Student Dress  
 Pops 1: Pops Dress  
 FC 1: Student Dress

Option: Halloween/Día de los Muertos costume

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Kathy Nix (office)	554-1004
Box Office	554-1010	Kathy Nix (cell)	314-422-9811

**Week 7****YPC 1: Peter and the Wolf**

October 27 &amp; 28, 9:50 am &amp; 11:10 am

H-E-B Performance Hall

Akiko Fujimoto, *conductor*Jeremy Brimhall, *narrator*David Gross, *narrator*

Strings 10-8-6-5-4

Rossini	<i>The Barber of Seville Overture</i> 2 2 2 2 – 2 2 0 0 – tmp+2 – str	8'
Prokofiev	<i>Peter and the Wolf, Op. 67</i> 1 1 1 1 – 3 1 1 0 – tmp+1 – str – narrator	25'
Total time:		33'
Maximum instrumentation:	2 2 2 2 – 3 2 1 0 – tmp+2 – str – narrator	

**Week 7****Pops 1: I Love a Piano**

October 30 &amp; 31, 2015, 8:00 p.m.

The Tobin Center for the Performing Arts

Akiko Fujimoto, *conductor*Rich Ridenour, *piano*David Gross, *narrator*

[Not to be printed]

Smith/Key arr. Damrosch

	<i>The Star Spangled Banner</i> 3[1.2.pic] 2 2 2 – 4 2 3 1 timp + 3-4 perc - str	
Gershwin	Highlights from <i>Porgy and Bess</i> (beginning to downbeat of 3 before reh. 18) 2[1.2/pic] 2 2 2 – 4 3 3 1 – tmp + 2 – hp – str	7'
Anderson	<i>Blue Tango</i> 3[1.2.pic] 2 2 2 – 4 3 3 1 – 2 perc – str	2.5'
Lecuona	<i>Malagueña</i> 2 [1/pic1.2/pic2] 2 2 2 – 4 3 2 0 – tmp + 3-4 – hp – str	4'
Barroso	<i>Brasil</i>	4'
Guaraldi	<i>Linus and Lucy</i>	3'
Beethoven	<i>Not for Elise</i>	2'

Addinsell	<i>Warsaw Concerto</i>	9'
	Intermission	
Billy Joel	<i>Rootbeer Rag</i>	3'
Mancini	<i>Pink Panther</i>	3'
Joplin	<i>Maple Leaf Rag</i>	3'
MGM	<i>Concerto for Index Finger</i>	3'
Elton John	<i>Funeral For a Friend</i>	4'
Ray Parker, Jr.	<i>Ghostbusters</i>	3'
[not to be printed in program] Anderson	<i>The Typewriter</i> 3[1.2.pic] 2 2 2 – 4 3 3 0 – 1 to 3 perc – str	
Rachmaninoff	<i>18<sup>th</sup> Variation Rhapsody</i>	3'
Gershwin	<i>Rhapsody in Blue</i>	9'
Total Time:		64.5'
Maximum instrumentation:	3[1.2.pic] 2 2 2 – 4 3 3 1 – timp + 4 perc – drumset – str	

## Week 7

**Family Concert 1: Día de los Muertos**

Sunday, November 1, 2015, 3:00pm

H-E-B Performance Hall

Akiko Fujimoto, *conductor*

Robert Xavier Rodríguez	<i>Fanfarria Son-Risa</i> 3[1.2.pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] – 4 3 3 1 – tmp+3 – hp -- str	4'
-------------------------	--	----

Ponce	from <i>Chapultepec</i> III. Canto y Danza 3[1.2.pic] 2 3[1.2.bcl] 2 – 4 3 3 1 – tmp+1 – cel -- str	3' 30"
Gabriela Lena Frank	from <i>Requiem for a Magical America:</i> <i>El Día de los Muertos</i> III. Danza del Pueblo (Village Dance) 2[1.2/pic] 2 2 2 – 4 2 3 0 – tmp+3 – pf -- str	3'
Saint-Saëns	<i>Danse macabre</i> , Op. 40 3+ 2 2 2 / 4 2 3 1/ timp, 3perc, hp / str	8'
Ponce, arr. Lotter	<i>Estrellita</i> 1 1 2 1 – 2 1+ 1 0 – 3-4perc – hp -- str	3'
Revueltas	<i>Janitzio</i> 3[1.2.pic] 2 2[1.Ebcl] 2 – 4 2 2 1 – 3perc -- str	7'30"
Fernandez, arr. Lang	<i>Cielito Lindo</i> 2 2 2 2 – 4 3 3 0 – tmp+1 – hp -- str	2'
Moncayo	<i>Huapango</i> 3[incl pic] 2 3[incl Ebcl] 2 – 4 3 3 1 – tmp+4 – hp – str	7'
Total Time:		38'
Maximum instrumentation:	3[1.2.pic] 3[1.2.Eh] 3[1.2/Ebcl.bcl] 3[1.2.cbn] – 4 3 + 3 1 – tmp+4 – pf/cel – hp – str	

# SAN ANTONIO SYMPHONY

Date Issued:  
October 1, 2015

**Week 8**

Veterans Day Concert  
Akiko Fujimoto, *conductor*  
Captain Rafael F. Toro-Quiñones, *conductor*  
Master Sergeant Harry Kibbe, *narrator*

Classics 2  
Sebastian Lang-Lessing, *conductor*  
D' Drum Percussion Ensemble, *percussion*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Nov. 9	Nov. 10	Nov. 11	Nov. 12	Nov. 13	Nov. 14	Nov. 15
	Day Off	10:00am-12:30pm Veterans Day- Reh AF (HEB)	10:00am-12:30pm Classics 2- Reh SLL/D' Drum (HEB)	10:00am-12:30pm Classics 2- Reh SLL/D' Drum (HEB)	10:00am-12:30pm Classics 2- Reh SLL/D' Drum (HEB)	8:00 pm Classics 2- Perf SLL/D' Drum (HEB)	Free
<b>Week 8</b>		7:00pm Veterans Day- Perf AF (HEB)	2:00pm-4:00pm Classics 2- Reh SLL/D' Drum (HEB)	8:00 pm Classics 2- Perf SLL/D' Drum (HEB)			

Services:8

Dress Code

Veterans Day: Student dress

Option: women: Patriotic red, white, or blue blouse

Classics 2 (Friday and Saturday Evening): Classical Subscription Dress Classics

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Kathy Nix (office)	554-1004
Box Office	554-1010	Kathy Nix (cell)	314-422-9811

November 11, 2015, 7:00 p.m.

The Tobin Center for the Performing Arts

Akiko Fujimoto, conductor

Captain Rafael F. Toro-Quiñones, conductor

Master Sergeant Harry Kibbe, narrator

United States Air Force Band of the West Brass in Blue

323rd Army Band, "Fort Sam's Own" Biohazard Brass Band

Staff Sergeant Keith Evans, Team Leader

Chief Warrant Officer Thomas W. Hager, Commander

Jeremy S. Martin	<i>Bicentennial Prelude</i> 3+ 3+ 3+ 3+ / 4 3 3 1 / timp, 5 perc, hp / str / Solo brass ensemble (from USAFBW/Army Band)	1'30"
Smith/Key Arr. Damrosch	<i>The Star-Spangled Banner</i> 3+ 2 2 2 / 4 2 3 1 / timp, 3-4 perc / str [w/ USAFBW]	2'
Robert Wendel	<i>Fanfare for Freedom</i> 2+ 2 2 2 - 4331 - timp + 2-3 percussion, opt pno, str	3.5'
John Williams	<i>Hymn to the Fallen</i> 2 3+ 3+ 3+ / 4 3 3 1 / timp, 2 perc, hp / str / (opt. chorus)	6'
James A. Beckel	<i>Liberty for All</i> 3+ 2 3+ 2 / 4 3 3 1 / timp, 3 perc, hp / str / speaker	12'
	Intermission	
Jennings/Sample	<i>It Ain't My Fault</i> (no orchestra) Solo 323d Army Brass Band	
Randy Crawford	<i>Same Old Story</i> (no orchestra) Solo 323d Army Brass Band	
	<i>America the Beautiful</i> (no orchestra) Solo 323d Army Brass Band	
	<i>God Bless America</i> (no orchestra) Solo 323d Army Brass Band	
	<i>Battle Hymn of the Republic</i> (no orchestra) Solo 323d Army Brass Band	
Miller	<i>"Moonlight Serenade" Intro</i> Str + solo BOTW	1'
Arr. CMSgt. Davis	<i>The Army Air Corps Song</i> Str+ solo BOTW + solo vocal	4'
	<i>That's Sabotage</i> (no orchestra) Solo BOTW	3'

Miller	<i>In the Mood</i> Solo BOTW	3'
Robert Wendel	<i>The Armed Forces March</i> 3+ 2 2 2 / 4 3 3 1 / timp, 4+ perc / str [w/USAFBW]	3'
Tchaikovsky	<i>1812 Overture, Op.49</i> (cut m. 222-305) 3+ 3+ 2 2 / 4 4++ 3 1 / timp, 4 perc, cannon / str / (Banda ad libitum: brass 4 2 2 2 / perc	12'
Encore [not to be printed in program]		
Sousa	<i>The Stars and Stripes Forever</i> 3+ 2 2 2 / 4 2++ 3 1 / 3 perc / str [w/ USAFBW]	3'
Total time:		56'
Maximum instrumentation: 3+ 3+ 3+ 3+ / 4 4++ 3 1 / timp, 5+ perc, cannon / str / (Banda ad libitum: brass 4 2 2 2 / perc		

Week 8

Classics 2

November 13 & 14, 2015, 8:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

D'Drum, *percussion ensemble*

Trinity University Choir

Gary Seighman, *director*

[Not to be printed]	<i>The Star Spangled Banner</i>	2'
Smith/Key arr. Damrosch	3[1.2.pic] 2 2 2 – 4 2 3 1 – timp + 3-4 perc – str	
Stewart Copeland	<i>Gamelan D'Drum</i> 3[1.2.pic] 2[1.2/Eh] 3[1.2.bcl] 2 – 2 2 2 0 – str – 5 solo percussion Klentong Taksu Lesung	35'
Intermission		
Ravel	<i>Daphnis et Chloé</i> 4[1.2/pic2.3/pic1.afl] 3[1.2.Eh] 4[1.2.Ebcl.bcl] 4[1.2.3.cbn] — 4 4 3 1 — tmp+8 — 2hp — cel — str — offstage hn and tpt (cued in parts) — optional offstage chorus (instrumental parts provided in lieu of chorus)	50'
Total time:		87'
Maximum instrumentation: 4[1.2/pic2.pic1.afl] 3[1.2.Eh] 4[1.2.Ebcl.bcl] 4[1.2.3.cbn] — 4 4 3 1 — tmp+8 — 2hp — cel — str		

# SAN ANTONIO SYMPHONY

Week 9

Date Issued:  
October 8<sup>th</sup>, 2015

Classics 3  
Sebastian Lang-Lessing, *conductor*  
Inon Barnatan, *piano*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Nov. 16	Nov. 17	Nov. 18	Nov. 19	Nov. 20	Nov. 21	Nov. 22
	Day Off	Free	10:00am-12:30pm Classics 3- Reh SLL/Barnatan (HEB)	10:00am-12:30pm Classics 3- Reh SLL/Barnatan (HEB)	10:00am-12:30pm Classics 3- Reh SLL/Barnatan (HEB)	8:00pm Classics 3- Perf SLL/Barnatan (HEB)	2:00 pm Classics 3- Perf SLL/Barnatan (HEB)
<b>Week 9</b>			12:30pm-2:00pm <i>League Lunch-</i> <i>Gourmet Day</i>	12:30pm-2:00pm <i>Education Open</i> <i>Rehearsal</i> 8:00pm Classics 3- Perf SLL/Barnatan (HEB)			

Dress Code:

Classics 3 (Friday and Saturday evening): Classical Subscription Dress  
Classics 3 (Sunday Matinee): Classical Sunday Matinee Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Kathy Nix (office)	554-1004
Box Office	554-1010	Kathy Nix (cell)	314-422-9811

Services: 7

**Week 9**

**Classics 3**

November 20 & 21, 2015, 8:00 p.m.

November 22, 2015, 2:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Inon Barnatan, *piano*

Sibelius	<i>The Swan of Tuonela</i> , Op. 22, No. 2 0 1 1[bcl] 2—4 0 3 0 — tmp+1 — hp — str — solo Eh	10'
Beethoven	Concerto No. 5 in E-flat major for Piano and Orchestra, Op. 73, "Emperor" 2 2 2 2—2 2 0 0 — tmp — str — solo piano	38'
Intermission		
Sibelius	Symphony No. 1 in E minor, Op. 39 2[1/pic.2/pic] 2 2 2—4 3 3 1 — tmp+2 — hp — str	38'
Total time:		86'
Maximum instrumentation:	2[1/pic.2/pic] 2 2[1.2/bcl] 2—4 3 3 1 — tmp+2 — hp — str	

# SAN ANTONIO SYMPHONY

Week 10

Date Issued:  
October 15th, 2015

Akiko Fujimoto, *conductor*  
San Antonio Symphony Mastersingers  
John Silantien, *director*  
Sherezade Panthaki, *soprano*  
Kirsten Sollek, *alto*  
Scott Mello, *tenor*  
Sumner Thompson, *baritone*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 10	Nov. 23 Day Off	Nov. 24 Free	Nov. 25 Free	Nov. 26 Thanksgiving Day	Nov. 27 1:00pm-3:00pm Messiah-Reh AF/Mastersingers (CLC)	Nov. 28 10:00am-12:00pm Messiah- Reh AF/Mastersingers (CLC)	Nov. 29 3:00 pm Messiah- Perf AF/Mastersingers (CLC)
					7:00pm-9:30pm Messiah-Reh AF/Mastersingers (CLC)		

Services:4

Dress Code

Messiah: Classical Subscription Dress Classics

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Karina Bharne (C)	908-720-9084
Box Office	554-1010	Karina Bharne (O)	210-554-1014

**Week 10*****Messiah***

November 29, 2015, 3:00 pm

Concordia Lutheran Church

Akiko Fujimoto, *conductor*

San Antonio Symphony Mastersingers

John Silantien, *director*Sherezade Panthaki, *soprano*Kirsten Sollek, *alto*Scott Mello, *tenor*Summer Thompson, *baritone*

Handel	<i>Messiah</i>
	First Part
1.	Symphony
2.	Recitative: <i>Comfort ye, my people</i> (tenor)
3.	Air: <i>Ev'ry valley shall be exalted</i> (tenor)
4.	Chorus: <i>And the glory of the Lord shall be revealed</i>
5.	Accompagnato: <i>Thus saith the Lord</i> (bass)
6.	Aria: <i>But who may abide</i> (alto)
7.	Chorus: <i>And he shall purify</i> Recitative: <i>Behold, a virgin shall conceive</i> (alto)
8.	Air: <i>O thou that tellest good tidings to Zion</i> (alto and chorus)
9.	Recitative: <i>For behold, darkness shall cover the earth</i> (bass)
10.	Air: <i>The people that walked in darkness</i> (bass)
11.	Chorus: <i>For unto us a Child is born</i>
12.	Pifa: (short version) Recitative: <i>There were shepherds abiding in the field</i> (soprano)
13.	Recitative: <i>And lo, the angel of the Lord came upon them</i> (soprano)
14.	Recitative: <i>And the angel said unto them</i> (soprano)
15.	Recitative: <i>And suddenly there was with the angel</i> (soprano)
16.	Chorus: <i>Glory to God in the highest</i> Air: <i>Rejoice greatly, O daughter of Zion</i> (4/4 version, soprano)
17.	Recitative: <i>Then shall the eyes of the blind be opened</i> (alto)
18.	Air: <i>He shall feed His flock like a shepherd</i> (alto, soprano) Chorus: <i>His yoke is easy, His burthen is light</i>

## Intermission

## Second Part

- 23. Chorus: *All we like sheep*
- 24. Recitative: *All they that see Him (tenor)*
- 25. Chorus: *He trusted in God*
- 36. Air: *Why do the nations so furiously rage (bass)*
- 39. Chorus: *Hallelujah*

## Third Part

- 40. Air: *I know that my Redeemer liveth (soprano)*
- 42. Accompagnato: *Behold I tell you a mystery (bass)*
- 43. Air: *The Trumpet Shall Sound*
- 47. Chorus: *Worthy is the Lamb that was slain*
- 48. Chorus: *Amen*

Maximum instrumentation: 0 2 0 1 / 0 2 0 0 / timp, hpsd / str [6-5-4-3-1 + alts]

# SAN ANTONIO SYMPHONY

Week 11

Date Issued:  
October 22, 2015

Nutcracker  
Akiko Fujimoto, *conductor*  
Ballet San Antonio

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 11	Nov.30 Day Off	Dec. 1 Free	Dec. 2 7:00pm-9:30pm Nutcracker- Reh AF/BSA (Pit)	Dec. 3 7:00pm-9:30pm Nutcracker- Reh AF/BSA (Pit)	Dec. 4 10:05am Nutcracker Student-Perf AF/BSA (Pit)	Dec. 5 2:00pm Nutcracker- Perf AF/BSA (Pit)	Dec. 6 2:00 pm Nutcracker- Perf AF/BSA (Pit)

Services: 7

Dress Code

Nutcracker: Pit Dress

Administrative Offices

Library

Box Office

554-1000  
554-1018/554-1016  
554-1010

Tobin Center  
Karina Bharne (O)  
Karina Bharne (C)

223-3333  
554-1012  
908-720-9084

**Week 11****The Nutcracker Ballet / Ballet San Antonio**

December 4, 2015 7:30 pm

December 5, 2015 2:00pm &amp; 7:30pm

December 6, 2015 2:00pm

December 10, 2015 7:30pm

December 11, 2015 7:30 pm

December 12, 2015 2:00pm &amp; 7:30pm

December 13, 2015 2:00pm

The Tobin Center for the Performing Arts

Akiko Fujimoto, *conductor*

Tchaikovsky

*The Nutcracker*

3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-synth / str / children's chorus

Total time: 100 minutes

Maximum instrumentation: 3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-synth / str / children's chorus

**Week 11****The Nutcracker Ballet / Ballet San Antonio**

December 4, 2015 10:05am student performance

December 10, 2015 10:05am student performance

H-E-B Performance Hall – The Tobin Center for the Performing Arts

Akiko Fujimoto, conductor

Tchaikovsky

*The Nutcracker*

3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-synth / str / children's chorus

## Act I

No. 6 – Scène – start 1 bar before B – play to end

No. 7 – Scène

No. 8 – Scène

No. 9 – Valse des flocons de neige

## Act II (no intermission)

No. 10 – Scène

No. 11 – Scène

No. 12a – Le Chocolat

No. 12c – Le Thé

No. 12b – Le Café

No. 12d – Trepak

No. 12f – La Mère gigogne et les polichinelles

No. 14 – Pas de deux

Total time: 45 minutes

Maximum instrumentation: 3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-synth / str / children's chorus

# SAN ANTONIO SYMPHONY

**Week 12**

Date Issued:  
October 29, 2015

University of Texas  
Health Science Center  
Troy Peters, conductor

Nutcracker  
Akiko Fujimoto, conductor  
Ballet San Antonio

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 12</b>	Dec. 7	Dec. 8	Dec. 9	Dec. 10	Dec. 11	Dec. 12	Dec. 13
	Day Off	10:30am-1:00pm UTHSC Reh/Perf Peters (UTHSC)	Free	10:05am Nutcracker Student- Perf AF/BSA (Pit)	7:30pm Nutcracker- Perf AF/BSA (Pit)	2:00pm Nutcracker- Perf AF/BSA (Pit)	2:00 pm Nutcracker- Perf AF/BSA (Pit)
				7:30pm Nutcracker-Perf AF/BSA (Pit)		7:30pm Nutcracker-Perf AF/BSA (Pit)	

Services: 7

Dress Code

UTHSC: Student Dress

(Women: Christmas green or Christmas red colored long-sleeve blouse option)

Nutcracker: Pit Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (O)	554-1004
Box Office	554-1010	Robert Grossman (C)	219-309-0649

**Week 12****UTHSC**

December 8, 2015 10:30am rehearsal

December 8, 2015 12:00pm performance

University of Texas Health Science Center

Troy Peters, *conductor***Strings: 6.5.4.3.2 + alts (alts not rehearsing)**

Pola/Wyle arr. Cerulli	<i>It's the Most Wonderful Time of the Year</i> 1 1 2 1 / 1 2 1 1 / timp, 3+ perc, [opt. pno] / str	3'
Rebikoff	Valse" from <i>The Christmas Tree</i> , Op. 21 str	3'
Tchaikovsky arr. McDermott	from <i>The Nutcracker</i> 2+ 2 2 2 / 2 2 2 0 / timp, 2 perc / str Overture 2: March 12a. Le Chocolat 12c. Le Thé 12b. Le Café 12e. Les mirlitons 12d. Trépak	17'
Traditional arr. Davis	<i>Bring a Torch, Jeannette, Isabella</i> 1 1 0 0 / 0 0 0 0 / hp / str	3'
Humperdinck	"Evening Prayer" from <i>Hansel and Gretel</i> 2 2+ 1 2 / 4 0 0 0 / hp / str	2'
Pierpont arr. Gould	<i>Jingle Bells</i> 1 1 2 1 / 2 2 3 0 / 2-3 perc / str ["Full Orchestra Version"]	3.5'
Vaughan Williams, arr. Greaves	Fantasia on <i>Greensleeves</i> 2 0 0 0 / 0 0 0 0 / hp / str	4'
Traditional Arr. Gould	<i>Adeste fidelis</i> 1 1 2 1 / 2 2 3 0 / 1 perc, opt. hp / str ["Full Orchestra Version"]	4.5'
Encore: traditional arr. Harris/Clothier	<i>We Wish You a Merry Christmas</i> 3+ 2 2 2 / 4 2 3 1 / timp, 3 perc, hp / str	1'
Total time:		39.5'
Maximum instrumentation:	3+ 2+ 2 2 / 4 3 3 1 / timp, 3 perc, hp / str	

**Week 12****The Nutcracker Ballet / Ballet San Antonio**

December 4, 2015 7:30 pm

December 5, 2015 2:00pm &amp; 7:30pm

December 6, 2015 2:00pm

December 10, 2015 7:30pm

December 11, 2015 7:30 pm

December 12, 2015 2:00pm &amp; 7:30pm

December 13, 2015 2:00pm

The Tobin Center for the Performing Arts

Akiko Fujimoto, *conductor*

Tchaikovsky

*The Nutcracker*

3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-syth / str / children's chorus

Total time:

100' minutes

Maximum instrumentation: 3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-syth / str / children's chorus

**Week 12****The Nutcracker Ballet / Ballet San Antonio**

December 10, 2015 10:05 am student performance

H-E-B Performance Hall – The Tobin Center for the Performing Arts

Akiko Fujimoto, conductor

Tchaikovsky

*The Nutcracker*

arr. McDermott

3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-syth / str / children's chorus

## Act I

No. 6 – Scène – start 1 bar before B – play to end

No. 7 – Scène

No. 8 – Scène

No. 9 – Valse des flocons de neige

## Act II (no intermission)

No. 10 – Scène

No. 11 – Scène

No. 12a – Le Chocolat

No. 12c – Le Thé

No. 12b – Le Café

No. 12d – Trepak

No. 12f – La Mère gigogne et les polichinelles

No. 14 – Pas de deux

Total time: 45 minutes

Maximum instrumentation: 3+ 3+ 3+ 2 / 4 2 3 1 / timp, 2 perc, 1 hp, cel-syth / str / children's chorus

# SAN ANTONIO SYMPHONY

**Week 13**

Date Issued:  
November 5th, 2015

Pops 2  
Akiko Fujimoto, *conductor*  
San Antonio Symphony Mastersingers  
John Silantien, *director*  
Trinity University Handbell Ensemble  
Diane Persellin, *director*  
Diane Penning, *soprano*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 13	Dec. 14	Dec. 15	Dec. 16	Dec. 17	Dec. 18	Dec. 19	Dec. 20
	Day Off	Free	3:30pm-6:00pm Pops 2- Reh AF/Mastersingers (HEB)	7:00pm-9:30pm Pops 2- Reh AF/Mastersingers (HEB)	8:00pm Pops 2- Perf AF/Mastersingers (HEB)	8:00pm Pops 2- Perf AF/Mastersingers (HEB)	2:00 pm Pops 2- Perf AF/Mastersingers (HEB)

Services: 5

Dress Code

Pops 2- Pops Dress (Men- red bow tie and red cummerbund)

Option: Women- Christmas green or Christmas red colored long-sleeve blouse

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (office)	554-1004
Box Office	554-1010	Robert Grossman (cell)	219-309-0649

## Week 13

## Pops 2: Holiday Pops

December 18 &amp; 19, 2015, 8:00 p.m.

December 20, 2015, 2:00 p.m.

The Tobin Center for the Performing Arts

Akiko Fujimoto, *conductor*

San Antonio Symphony Mastersingers

John Silantien, *director*

Trinity University Handbell Ensemble

Diane Persellin, *director*Diane Penning, *soprano*

Anderson	<i>A Christmas Festival</i> 3[1.2.pic]222-[asx, tsx]-4331-timp+2 perc-[hp, org]-str	7'
Arr. McKechnie	<i>Go Tell it on the Mountain</i> 2 2 2 2 — 3 3 3 1 — 2 perc— hp — str — handbells	4'
Arr. Niles	<i>I Wonder as I Wander</i> 2+ 2 2 2 — 4 3 3 1 — 2 perc — hp — str — solo soprano — opt choir	5'
Arr. Culloton	<i>Infant Holy, Infant Lowly</i> (orchestra tacet)	3'
Tchaikovsky	from <i>the Nutcracker Suite Op. 71a</i> <i>II. (c) Danse russe Trépak</i> 3 3+ 3+ 2 — 4 2 3 1 -tmp+1- str	1'
Herbert (arr. Langey)	<i>March of the Toys</i> from <i>Babes in Toyland</i> 2+ 2 2 1 — 4 3 3 1 — [2 sax opt] — timp — perc — str	4'
Offenbach (arr. Ridenour)	<i>The Doll Song</i> from <i>The Tales of Hoffman</i> 1 1 1 1 — 3 0 0 0 — timp + 1 — hp — str — solo soprano	7'
Arr. Bradford	<i>Carol of the Bells</i> 3+ 2 3 2 — 4 3 3 1 — timp +5 — hp — handbells or cel —str —SATB chorus	5'
	Intermission	
Arr. Sayre	<i>A Rockin' Christmas (Have a Holly Jolly Christmas, Rudolph the Red-Nosed Reindeer, Rockin' Around the Christmas Tree, Jingle Bell Rock)</i> 2 2 2+ 1 — 4 3 2 1 — 2 perc — opt sax — str	4'
Barron/Harris (arr. Langford)	<i>The Christmas Tree</i> pno — str — solo soprano	2'
Amundson	<i>Glories Ring</i> 3 3 2 2 — 4 3 3 1 — timp + 3 perc — hp — str — handbells	4'
Arr. McChesney	<i>God Rest Ye Merry Gentlemen</i> (orchestra tacet) Handbells	2.5'

Adam (arr. Rutter)	<i>O Holy Night (Cantique de Noel)</i> 2 1 2 1 — 2 0 0 0 — hp — str — soprano solo - SATB Choir	5'
Bass	<i>Seasonal Sounds</i> 3[1.2.3/pic]3[1.2.Eh]3[1.2.bcl]2-4331-tmp+3perc-pno/cel-str, SATB chorus	9'
Arr. Cerulli	<i>Christmas Sing-along</i> 1 1 2 1 — 1 2 1 1 — perc — handbells — pno — str — soprano - chorus	4'
Anderson	<i>Sleigh Ride</i> 3+ 2 2 2 — 4 3 3 1 — 3 perc — str	3'
[Encore not to be printed in program]		
Arr. Bass	<i>We Wish You a Merry Christmas</i> 3+ 3+ 3+ 3+ — 4 3 3 1 — timp, 4 perc, hp — str — chorus— opt. handbells	3'
Total Time:		
Maximum instrumentation:	3+ 3+ 3+ 3+ — 4 3 3 1 — timp, 5 perc, hp — pno/cel — str — chorus— handbells	74'

# SAN ANTONIO SYMPHONY

## Week 14

Date Issued:  
December 3, 2015

Classics 4  
Sebastian Lang-Lessing, *conductor*  
Vincent Balse, *piano*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Jan. 11	Jan. 12	Jan. 13	Jan. 14	Jan. 15	Jan. 16	Jan. 17
	Day Off	10:00am-12:30pm Classics 4- Reh SLL/Balse (HEB)	Free	10:00am-12:30pm Classics 4- Reh SLL/Balse (HEB)	10:00am-12:30pm Classics 4- Reh SLL/Balse (HEB)	8:00pm Classics 4- Perf SLL/Balse (HEB)	2:00pm Classics 4- Perf SLL/Balse (HEB)
<b>Week 14</b>				2:00pm-4:00pm Classics 4- Reh SLL/Balse (HEB)	8:00pm Classics 4- Perf SLL/Balse (HEB)		

Services: 7

Dress Code

Classics 4 (Friday and Saturday Evening): Classical Subscription Dress

Classics 4 (Sunday Matinee): Classical Sunday Matinee Dress

Administrative Offices

Library

Box Office

554-1000  
554-1018/554-1016  
554-1010

Tobin Center  
Robert Grossman (office)  
Robert Grossman (cell)  
223-3333  
554-1004  
219-309-0649

Week 14

Classics 4

January 15 & 16, 2016, 8:00 p.m.

January 17, 2016, 2:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Vincent Balse, *piano*

Gershwin	<i>Cuban Overture</i>	3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 3[1.2.cbn] — 4 3 3 1 — tmp+6 — str	10'
Gershwin, arr. Grofé	<i>Rhapsody in Blue</i>	2 2 3[1.2.bcl] 2 — 3 opt saxes[2asx, tsx] — 3 3 3 1 — tmp+3 — opt banjo — str — solo piano	16'
Ellington and Strayhorn, arr. Jeff Tyzik	<i>The Essential Ellington: Music of Ellington and Strayhorn</i>	2 2 2 2 — 4 3 3 1 — tmp+ 3 (inc. drumset) — hp — jazz pf — jazz bs — str	12'
Gershwin	<i>I Got Rhythm, Variations for Piano and Orchestra</i>	2[1.2/pic] 2[1.2/Eh] 4[1.2.3.bcl] 2 — opt 2asx, tsx, bsx — 4 3 3 1 — tmp+4 — str — solo piano	9'
Intermission			
Ellington, arr. Maurice Peress	<i>Harlem</i>	3[1.2.3/pic] 3[1.2.Eh] 3[1.2.bcl] 2 — 2asx, 2tsx, bsx — 4 4 3 1 — tmp+4 (inc. drumset) — hp — solo jazz bs — str	10'
Gershwin	<i>Catfish Row: Symphonic Suite from Porgy and Bess</i>	2[1.2/pic] 2[1.2/Eh] 4[1.2.3.4/bcl] 1 — 3 3 2 1 — tmp+1 — pf — banjo — str	23'
	I. Introduction, "Jazz Brown's Piano Blues"		
	II. <i>Porgy Sings</i>		
	III. Fugue		
	IV. <i>Hurricane</i>		
	V. <i>Good Morning, Sista</i>		

Total time:

Maximum instrumentation: 3+ 3+ 4+ 3+ — 5 sax — 4 4 3 1 — tmp+6 — hp — pf — banjo —  
jazz bs — str 80'

# SAN ANTONIO SYMPHONY

## Week 15

Date Issued:  
December 10, 2015

Classics 5  
John Axelrod, *conductor*  
Christine Lamprea, *cello*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 15	Jan. 18	Jan. 19	Jan. 20	Jan. 21	Jan. 22	Jan. 23	Jan. 24
	Day Off	Free	10:00am-12:30pm Classics 5- Reh Axelrod/Lamprea (HEB)	10:00am-12:30pm Classics 5- Reh Axelrod/Lamprea (HEB)	10:00am-12:30pm Classics 5- Reh Axelrod/Lamprea (HEB)	8:00pm Classics 5- Perf Axelrod/Lamprea (HEB)	Free
				2:00pm-4:00pm Classics 5- Reh Axelrod/Lamprea (HEB)	8:00pm Classics 5- Perf Axelrod/Lamprea (HEB)		

Services: 6

Dress Code

Classics 5 (Friday and Saturday Evening): Classical Subscription Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (office)	554-1004
Box Office	554-1010	Robert Grossman (cell)	219-309-0649

Week 15

Classics 5

January 22 & 23, 2016, 8:00 p.m.

The Tobin Center for the Performing Arts

John Axelrod, *conductor*

Christine Lamprea, *cello*

Piazzolla	<i>Tangazo</i> 2 2 2 2—2 0 0 0—perc — pno — str	14'
Jeffrey Mumford	<i>of fields unfolding . . . echoing depths of resonant light</i> 2 2 2 2—4 2 2 1—2 perc—hp—str—solo cello	19'
	Intermission	
John Adams	<i>El Dorado</i> 3[1.2/pic.3/pic] 3[1.2.3/Eh] 3[1.2/Ebcl.3/bcl] 3[1.2.3/cbn] — 4 3[1/flug.2/flug.3] 3 1 — tmp/perc+4 perc — hp —2 kybd samplers — str	29'
	I. Part I	
	II. “Soledades”	
Bernstein	<i>Divertimento</i> 4[1.2.3/pic2.pic1] 3[1.2.Eh] 4[1.2.Ebcl.bcl] 3[1.2.cbn] — 4 3++ 3 1[1/euph] — tmp+6 — hp — pf — str	15'
	I. Sennets and Tuckets: Allegro non troppo, man con brio	
	II. Waltz: Allegretto, con grazia	
	III. Mazurka: Mesto	
	IV. Samba: Allegro giusto	
	V. Turkey Trot: Allegretto, ben misurato	
	VI. Sphinxes: Adagio lugubre	
	VII. Blues: Slow blues tempo	
	VIII. In Memoriam: March, “The BSO Forever”	

Total time:

Maximum instrumentation: 4++ 3+ 4#+ 3+ — 4 3\*\* 3 1\* — tmp + 6 — hp — pf/kybd samplers 1, kybd samplers 2 — str

77'

# SAN ANTONIO SYMPHONY

**Week 16**  
REVISED

Date Issued:  
December 17th, 2015

Classics 6  
Sebastian Lang-Lessing, *conductor*  
Eric Gratz, *violin*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
	Jan. 25	Jan. 26	Jan. 27	Jan. 28	Jan. 29	Jan. 30	Jan. 31
	Day Off	Free	10:00am-12:30pm Classics 6- Reh SLL/Gratz (HEB)	10:00am-12:30pm Classics 6- Reh SLL/Gratz (HEB)	10:00am-12:30pm Classics 6- Reh SLL/Gratz (HEB)	8:00pm Classics 6- Perf SLL/Gratz (HEB)	Free
	9:00am-5:00pm 3 <sup>rd</sup> /Associate Principal Horn Audition (1 <sup>st</sup> Pres)	9:00am-5:00pm 3 <sup>rd</sup> /Associate Principal Horn Audition (1 <sup>st</sup> Pres)	2:00pm-4:00pm Classics 6- Reh SLL/Gratz (HEB)	12:30pm-2:00pm League Lunch Soup Day (HEB)	Education Open Rehearsal 8:00pm Classics 6- Perf SLL/Gratz (HEB)		
<b>Week 16</b>				2:00pm-4:00pm Classics 6- Reh SLL/Gratz (HEB)			

Services: 7

**Dress Code**

Classics 6 (Friday and Saturday Evening): Classical Subscription Dress

Administrative Offices	554-1000	Tobin Center	223-3333
Library	554-1018/554-1016	Robert Grossman (office)	554-1004
Box Office	554-1010	Robert Grossman (cell)	219-309-0649

Week 16  
Classics 6

January 29 & 30, 2016, 8:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*

Eric Gratz, *violin*

Copland

*El salón México*

3[1.2.pic] 3[1.2.opt Eh] 4[1.2.opt Ebcl.opt bcl] 3[1.2.opt cbn] — 4 3[lp3 opt] 3 1 — tmp+4 —  
pf — str

11'

Barber

Concerto for Violin and Orchestra, Op. 14

2[1.2/pic] 2 2 2 — 2 2 0 0 — tmp+1 — pf — str — solo violin

25'

I. Allegro

II. Andante

III. Presto in moto perpetuo

Intermission

Catán

*Florencia en el Amazonas* (Orchestral Suite)

2[1.2/pic] 2 3[1.2.3/bcl] 2 — 3 2 2[1/foghorn.2] 1 — tmp+3 — hp — pf — str

28'

I. On the Pier

II. Arcadio

III. The Storm

IV. Sunrise

V. Paula

VI. Florencia's Farewell

Barber

*Medea's Dance of Vengeance*, Op. 23a

3[1.2.3/pic] 3[1.2.Eh] 4[1.2.Ebcl.bcl] 3[1.2.cbn] — 4 3 3 1 — tmp+4 — hp — pf — str

13'

Total time:

Maximum instrumentation: 3[1.2.3/pic] 3[1.2.Eh] 4[1.2.Ebcl.bcl] 3[1.2.cbn] — 4 3 3[1/foghorn.2.3] 1 — tmp+4 — hp — pf — str

77'

# SAN ANTONIO SYMPHONY

## Week 17

Date Issued:  
December 24th, 2015

Classics 7  
Sebastian Lang-Lessing, *conductor*  
Juan Pablo Jofre, *bandoneón*  
San Antonio Symphony Mastersingers  
John Silantien, *director*  
Ryland Angel, *alto*

Month	Mon	Tue	Wed	Thu	Fri	Sat	Sun
<b>Week 17</b>	Feb. 1	Feb. 2	Feb. 3	Feb. 4	Feb. 5	Feb. 6	Feb. 7
	Day Off	Free	10:00am-12:30pm Classics 7 - Reh SLL/Jofre/ Mastersingers (HEB)	10:00am-12:00pm Classics 7 - Reh SLL/Jofre/ Mastersingers (HEB) <i>Education Open Rehearsal</i> 7:00pm-9:30pm Classics 7 - Reh SLL/Jofre/ Mastersingers (HEB)	8:00pm Classics 7 - Perf SLL/Jofre/ Mastersingers (HEB)	8:00pm Classics 7 - Perf SLL/Jofre/ Mastersingers (HEB)	Free

Services: 6

**Dress Code**  
Classics 7 (Friday and Saturday Evening): Classical Subscription Dress

Administrative Offices	554-1000	Tobin Center
Library	554-1018/554-1016	Robert Grossman (office)
Box Office	554-1010	Robert Grossman (cell)

## Week 17

## Classics 7

February 5 &amp; 6, 2016, 8:00 p.m.

The Tobin Center for the Performing Arts

Sebastian Lang-Lessing, *conductor*Juan Pablo Jofre, *bandoneón*

San Antonio Symphony Mastersingers

John Silantien, *director*Ryland Angel, *alto*

Billings	<i>Chester</i> chorus	2.5'
Schuman	from <i>New England Triptych</i> 3[1.2.pic] 3[1.2.Eh] 4[1.2.Ebcl.bcl] 2—4 3 3 1—tmp+3 — str III. Chester	3'
Bernstein	<i>Chichester Psalms</i> 0 0 0 0—0 3 3 0—tmp+7—2hp—str—chorus, solo boy or (adult) male alto I. Introduction (Psalm 108) II. First Movement (Psalm 100) III. Second Movement IV. Third Movement (Psalm 131) V. Finale (Psalm 133 vs. 1)	19'
Piazzolla	<i>Aconcagua</i> , Concerto for Bandoneón tmp+1—hp—pf—str[10.8.6.5.4]—solo bandoneón I. Allegro marcato II. Moderato III. Presto	20'
[encore: not to be printed in the program] Jofre, Juan Pablo	Bandoneon Concerto III. Milongon-Presto timp—pf—str [10.8.6.5.4]—solo bandoneón	3'
	Intermission	
Bernstein	<i>On the Waterfront</i> : Symphonic Suite 3[1.2.pic] 2 4[1.2.Ebcl.bcl] 3[1.2.cbn]—asx—4 3 3 1 —2tmp+3—hp—pf—str	23'

Márquez, Arturo *Danzón No. 2* 10'  
2[1.2/pic] 2 2 2—4 2 3 1 — tmp+3 — pf — str

[encore not to be  
printed]

Márquez, Arturo *Conga del fuego nuevo* 6'  
3[1.2.pic] 2 3[1.2.Ebcl] 2 — 4 3 3 1 — tmp+4(?) — str

Total time: 86.5'

Maximum instrumentation: 3[1.2.pic] 3[1.2.Eh] 4[1.2.Ebcl.bcl] 3[1.2.cbn] — asx — 4 3 3 1  
— 2 tmp+7 — 2 hp — pf — str

San Antonio Symphony  
2015-16 Services by Venue

week	Tobin	Maj	Other	
1		4		
2	7			
3	2		4	St. Phillips, SFC
4	9			
5	7			
6		4	2	Steele, SWHS
7	7			
8	8			
9	7			
10			4	concordia Lutheran
11	7			
12	6		1	UTHSC
13	5			
14	7			
15	6			
16	7			
17	6			
18			6	Beeville, Belle ball, JCC
19		4	4	St. Philips, SFC
20	8		1	Edgewood
21	7			
22	8			
23	7			
24	6			
25	5			
26	6			
27	6			
28	5			
29	6			
30	6		2	SFC
31	7			
32	4			
Total	172	12	24	208
Percent	83%	6%	12%	100%

Weeks in Tobin 27  
 Performance Weeks 32  
 Percent of weeks in the Tobin 84%