



SURPRISE • ARIZONA

Masterful Musicians ~ Powerful Performances

EMPLOYEE HANDBOOK 2023

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Masterful Musicians ~ Powerful Performances
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July 2023

Dear Employees:

Welcome to the 55th season of the West Valley Symphony! The Board of Trustees is pleased to announce a 5% raise effective July 1, 2023.

We ask that you carefully read the *Employee Handbook 2023*, whether you are a *returning* rostered or sub musician who has played with us recently *OR* a *new* rostered or sub musician.

A completed Acknowledgment of Employee Handbook 2023 will be required for both returning and new employees.

For new rostered musicians or new subs, please note that the West Valley Symphony complies with the **E-verify** program so requires a completed i-9 and proofs of citizenship. Therefore, some additional employment documents and proofs are required.

In all cases, please return completed paperwork to WVS Orchestra Personnel Manager, Tony Masiello desertreed10@gmail.com, or WVS Stage Manager, William Masiello at rehearsals or concerts. William will also have hard copies of the necessary paperwork on hand for you to read and complete at rehearsals and concerts. We must have up-to-date paperwork submitted no later than the first rehearsal or concert date you perform to meet payroll deadlines. We thank you for your prompt attention to these requirements. All payroll is paid by direct deposit and a stub mailed to you by the accountant.

On behalf of the Board of Trustees and our audience, we look forward to seeing you on *The Vista* stage this fall!

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Carter Marsden".

J. Carter Marsden

President, Board of Trustees

Table of Contents

SECTION ONE: THE EMPLOYMENT RELATIONSHIP	3
Purpose of Handbook.....	3
At-Will Employment Relationship	3
Open-Door Policy	3
Equal Employment Opportunity	3
Anti-Harassment and Anti-Retaliation.....	4
Disability Accommodation	4
Genetic Information	5
Immigration Law Compliance	5
Uniformed Services Employment and Reemployment Rights Act.....	6
Background Screening	6
SECTION TWO: EMPLOYMENT CONDUCT.....	6
Code of Conduct	6
Bribes, Kickbacks, and Other Illegal Payments.....	7
Conflict of Interest	7
Reporting Time and Overtime	7
Social Media Use	8
Social Media Use Guidelines:.....	8
Tobacco & E-Cigarette Use	9
Personal Phone Calls and Devices	9
Personnel Records.....	9
Personal Search.....	10
Privacy and Company Communication Systems	10
SECTION THREE: Safety and Security	10
Employee Accidents	10
Hazardous and Toxic Materials	11
Horseplay	11
Theft.....	11
Workplace Violence.....	11
Defining Workplace Violence	11
Weapons Possession	12

Drug and Alcohol Policy	12
Definitions	12
Standards of Conduct.....	13
Testing Circumstances.....	13
Testing Procedures.....	14
Employee Rights.....	15
Employee Assistance	16
Potential Disciplinary Action.....	16
SECTION FOUR: BENEFITS AND LEAVE POLICIES	17
Leaves of Absence and Time Off	17
Sick Leave.....	17
Military Leave.....	18
Jury Duty & Witness Leave.....	18
Voting Leave.....	18
SECTION FIVE: ADDITIONAL PERFORMANCE AND COMPENSATION INFORMATION.....	19
Performance Dress Code.....	19
Audio/Video Recordings of Concerts	19
Pay Scales	20
Bonus Compensation	21
Acknowledgment of Handbook Receipt.....	22
ORCHESTRA PROCEDURES 2023-2024 SEASON	23
Rehearsal Schedule	26

SECTION ONE: THE EMPLOYMENT RELATIONSHIP

Purpose of Handbook

This Handbook has been prepared to explain the Company's current employee-related policies and procedures and to describe the employee benefits which are generally available to employees. This Handbook is informational only and does not alter the terms of employment or the terms of the employment relationship between the Company and any employee. Furthermore, this Handbook does not create or impose any contractual rights or obligations, and the Company reserves the right to modify this Handbook and any benefits outlined herein at any time at its sole discretion.

All employees are expected to review this Handbook, become familiar with its content, and conduct themselves in a manner consistent with the principles herein. If you have any questions about the contents of this Handbook, please contact the Executive Director at (623) 236-6781.

At-Will Employment Relationship

We hope our employment relationship will be lasting and rewarding. Please note, however, that the Company is an at-will employer. This means either the employee or the Company may terminate the employment relationship at any time, for any reason not prohibited by law or for no reason, without cause or notice.

NOTHING IN THIS HANDBOOK SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT ON BEHALF OF THE COMPANY—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS THAT PERSON HAS BEEN EXPRESSLY AUTHORIZED TO DO SO IN WRITING, SIGNED BY THE PRESIDENT.

Open-Door Policy

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is to encourage open and honest communication about any problem, complaint, suggestion, or question. No employee will be penalized, formally or informally, for voicing a complaint in a reasonable, business-like manner.

Any employee having a concern at work may speak with his or her supervisor or any member of management, who should attempt to answer the question and/or resolve the issue. Any employee is also free to talk with a higher-level manager at any time.

The door is always open.

Equal Employment Opportunity

We provide equal employment opportunity for all applicants and employees. We do not discriminate against our employees or applicants on the basis of race, color, religion, sex, gender (including pregnancy and childbirth), national origin, age, disability, marital status, sexual orientation, military or veteran status, genetic information, or any other classification protected by federal, Arizona, or local laws and ordinances. The Company will ensure the fulfillment of this policy with respect to recruitment, hiring, training and development, promotion, transfer, compensation and benefits, social and recreational programs, discipline, termination and all other conditions and privileges of employment in accordance with all applicable federal, Arizona, and local laws and ordinances.

We are committed to providing a work environment that is free of unlawful discrimination. If you believe you or another employee has been discriminated against by an employee, supervisor, agent or contractor of the Company, you should promptly report the incident to the Orchestra Personnel Manager or the Executive Director, who should immediately inform the President of the Board. All such reported incidents will be investigated, and appropriate corrective action will be taken.

Anti-Harassment and Anti-Retaliation

We are committed to providing employees with a rewarding job experience, which is free of unlawful harassment and retaliation. We encourage employees to engage in positive and productive working relationships with each other. We will not tolerate unlawful harassment or retaliation against any employee. Violations of this policy will not be tolerated and may result in disciplinary action up to and including termination.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected class status, such as sex (including childbirth and pregnancy), color, race, religion, national origin, age, disability, marital status, veteran status, citizenship status, genetic information, or other group status protected by law. Some examples of harassment include (but are not limited to) jokes, teasing, comments, drawings, cartoons, gestures, touching, or other conduct that demeans or shows hostility or aversion to a person because of that person's protected status as a member of one or more of the classifications protected by law. We will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an employee's work performance, or creates an intimidating, hostile or offensive working environment.

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex constitute sexual harassment when: (1) submission to the conduct is an explicit or implicit term or condition of employment; or (2) the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or of creating an intimidating, hostile or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as touching, patting, pinching or brushing against another's body.

All employees are responsible for helping to ensure that harassment does not occur in our workplace. If you believe that you have experienced or witnessed harassment, please speak to your manager immediately. If for some reason you are unwilling or unable to address the matter with your manager, please contact the Executive Director, directly.

We will investigate all such complaints thoroughly and promptly. To the fullest extent possible, we will keep all complaints and the terms of their resolution confidential. Some disclosure, however, usually will be necessary to conduct a full and fair investigation of the allegations. If our investigation confirms that harassment has occurred, we will take corrective action, including appropriate discipline, up to and including immediate termination of the offender's employment.

Both the Company and the law forbid retaliation against anyone who truthfully reports harassment or participates in an investigation of harassment under this policy. All employees are responsible for reporting acts of retaliation. We will investigate and address such reports promptly and take appropriate corrective action, including discipline, up to and including immediate termination of employment.

Disability Accommodation

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"), the ADA Amendments Act, and all applicable state and local laws that address disability in the workplace. It is the

Company's policy not to discriminate against a qualified employee with regard to any terms or conditions of employment because of such individual's actual or perceived disability.

If you have a disability and believe you need a reasonable accommodation to perform the essential functions of your job, you are responsible for contacting the Orchestra Personnel Manager to request a reasonable accommodation. You may make your request orally or in writing, but the Company encourages you to make a request in writing and include relevant information, such as a description of the accommodation you are requesting, the reason you need an accommodation, and how the accommodation will help you perform the essential functions of your job. It is the Company's policy to work with you, through an interactive process, to try to find a reasonable accommodation to enable you to perform your job, as long as the accommodation does not cause the Company, or your fellow employees, undue hardship.

So that the Company may best understand your disability and the accommodation you may need, the Company may request medical documentation and information about your disability, as well as information about the accommodation you are requesting. If the information you provide is not sufficient, the Company may ask you to see a health care professional of the Company's choosing, at the Company's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for an accommodation may be denied. The Company will keep any medical information it receives in connection with your request for accommodation confidential and will not disclose it except on a need-to-know basis with medical personnel and supervisory management, where necessary to structure the accommodation or to address direct threats to health or safety.

Genetic Information

It is the Company's policy not to request or consider an individual's genetic background or information in rendering employment decisions. The Company's policy is consistent with the following notice:

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic Information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Immigration Law Compliance

We are committed to full compliance with the federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are placed on payroll. The Company participates in the federal "E-Verify Program." Every employee must provide satisfactory evidence of identity and legal authority to work in the United States within three (3) business days of employment. All of our new hires must go through this procedure. All offers of employment and continued employment for positions are contingent upon successfully completing this process and filing a complete and verifiable Form I-9, which we will provide to you. Additionally, employees must notify the Executive Director if the employee's employment authorization status changes or terminates.

It is against the law to utilize another person's identity to secure employment. The Company will not tolerate any employee utilizing another person's identity to obtain employment with the Company. Engaging in identity theft will result in immediate termination of employment.

Uniformed Services Employment and Reemployment Rights Act

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Company grants unpaid military leaves of absence to eligible employees to serve in the uniformed services. The Company will not discriminate against past or present members of the uniformed service or applicant to the uniformed service or retaliate against any employee assisting in the enforcement of USERRA rights. It is the Company's policy to comply with USERRA and all other state, federal, and local laws governing uniformed service. Employees should contact the Executive Director for questions regarding this policy.

Background Screening

The Company reserves the right to conduct criminal background checks after an applicant is selected for employment and at times after an employee is selected for promotion. All such checks will be conducted in compliance with all applicable laws. Any employees or applicants selected for a background check will be required to provide necessary information for the checks and to sign appropriate authorization forms. If any information is discovered through the background check that is inconsistent with representations to the Company in an individual's application for employment/promotion or elsewhere, or which are not disclosed as required or requested, any offer of employment will be withdrawn, and any employee will face discipline and likely termination.

SECTION TWO: EMPLOYMENT CONDUCT

The Company expects all employees to help create and maintain a workplace of integrity, respect, safety, honesty, teamwork, and excellence. The following policies will help employees to understand the Company's expectations of employee conduct.

Code of Conduct

All employees are expected to adhere to our Code of Conduct. The following are examples of conduct that is prohibited in our workplace. Violation of this policy may result in disciplinary action up to and including termination. Please note, this list is not all-inclusive, but it is a good representation of our Code of Conduct. The Company reserves the right to revise the list at any time. Other conduct that the Company decides in its sole discretion to be a violation of this policy, but not listed below, also may result in disciplinary action.

1. Excessive and/or unexcused absenteeism.
2. Insubordination.
3. Provoking a fight or fighting during working hours, while on premises owned or occupied by the Company, or elsewhere when representing the Company's interests or at Company sponsored or sanctioned events.
4. Participating in horseplay on the Company's time or on premises owned or occupied by the Company.
5. Intentional, knowing, and material misrepresentation when applying for workers' compensation, leaves of absence, or time off.
6. Violation of safety rules or otherwise endangering the health or safety of the employee or others.

7. Theft and the deliberate or careless damage of the Company's property, or the property of any customer, supplier, manufacturer, co-worker, or any third party.
8. Engaging in any criminal conduct whether or not such conduct affects job performance.
9. Misuse or damage of Company or customer property, including using equipment in violation of the manufacturer's specifications and best practices in the industry.
10. Abusive or bullying behavior toward any employee, customer, or visitor.
11. Engaging in any behavior that violates the Company's anti-harassment, non-discrimination, and anti-retaliation policies.
12. Possession of, being under the influence of, or the attempt to sell or distribute drugs, alcohol, or prescription medication on Company property, including being under the influence of any drug or alcohol while operating equipment.
13. Possession of firearms or other weapons on Company property, unless stored in employee's locked personal vehicle and not visible from outside of the vehicle.
14. Removing or borrowing Company property without prior authorization.
15. Unauthorized use of Company equipment, time, materials, or facilities.
16. Flagrant violation of any other Company policy.

Disciplinary action for violating the Code of Conduct may include oral or written warnings, suspension with or without pay, demotion, probation, or immediate termination.

Bribes, Kickbacks, and Other Illegal Payments

Bribes, kickbacks, and other illegal payments to or from any individual within the Company or with whom the Company conducts business (in any form and for any purpose) are prohibited. Violation of this policy is grounds for immediate termination. Any payment to an individual from a supplier or manufacturer must be disclosed to the President and must be for a legitimate and approved payment.

Conflict of Interest

We consider it to be a conflict of interest for an employee to request or accept gifts or gratuities from customers or suppliers without the prior approval of the President. If an employee thinks that a possible conflict of interest exists, it is the employee's responsibility to notify the Executive Director and obtain approval in writing.

Reporting Time and Overtime

All employees who are not exempt from overtime pay pursuant to federal and/or state laws must report all hours worked, including overtime hours. Working "off the clock" is strictly prohibited. Any employees who do so, or any supervisor who instructs an employee to do so, will face disciplinary action, up to and including termination.

Employees should verify that payments they receive, by direct deposit or otherwise, and any earnings statements as soon as possible after receiving them to ensure that all time has been properly recorded and compensated. In the event you do not receive an earnings statement, please notify the Orchestra Personnel Manager. Any employees who notice any pay discrepancies should notify the Orchestra Personnel Manager immediately so that corrections can be made before the next pay check.

The Company strives to properly classify workers as exempt or non-exempt, based on their compensation, duties, and legal requirements. In the event that an employee believes that he or she has been misclassified, or that the Company has made

pay deductions inconsistent with the classification, the Company encourages them to bring the deductions to the attention of the Orchestra Personnel Manager as soon as possible. The Company will promptly investigate such matters and, if an error has been made, will promptly correct it. In the event of any mistaken deductions which are inconsistent with the salary basis requirement for any exemptions, the Company will return the funds deducted from your pay.

Social Media Use

If an employee chooses to identify himself or herself as an employee of the Company on social media, users of the site may view the employee as a representative or spokesperson for the Company even during non-working hours. Therefore, the Company encourages employees to use social media responsibly and to comply with this policy when referring to the Company, its employees, its customers, its business contacts, and its competitors, in any way in social media.

For this policy, social media includes the many online communication channels available to us, such as blogs (web-based journals); social networking sites, like Facebook, Twitter, Snapchat, Instagram, and others; message boards; video sharing like YouTube; and podcasts (multimedia files distributed over the internet).

Social Media Use Guidelines:

- Unless employees have received advance permission from their manager, or unless such activity is directly related to job performance, employees may not engage in social media activity on work time.
- Employees should make it clear that they are expressing their personal views alone, not those of the Company, or its other employees. Consider including a statement like: “The material on this site is my own and does not necessarily represent the views of my employer.”
- Employees assume full responsibility and any liability for the content of all of their social media postings.
- Employees should refrain from communications that harass or intimidate other employees in violation of the Company’s Anti-Harassment and Anti-Retaliation Policy. Among other things, employees may not use social media to post content about any other employee that is derogatory or offensive with respect to race, religion, sex, sexual orientation, national origin, disability, age, or any other legally protected class status. While employees are welcome to disagree with others, we encourage employees to communicate in ways that reflect well on their and the Company’s reputation.
- Employees must not disclose the Company’s confidential, proprietary information, or trade secrets through social media or otherwise. Confidential information includes confidential financial information, proprietary processes or technology, sales information, and marketing plans. All social media is also subject to any other confidentiality agreement that you may have entered into with the Company.
- Employees may not post any material that violates the law, such as material that is obscene, defamatory, threatening, harassing, or that violates the privacy rights of someone else. The posting of such material may subject the employee to criminal and civil liability, as well as discipline, up to and including termination.
- Employees should take care not to post any content that may contain a virus.
- Employees should give credit for using content authored or created by someone else.

- Social media content is obviously public. Employees should not expect that their communications are private in any way.
- Employees should ask their supervisor if they have any questions about this policy.

Nothing in this policy is intended to restrict an employee's statutory rights, including employees' rights under Section 7 of the National Labor Relations Act.

Tobacco & E-Cigarette Use

In keeping with the Company's commitment to provide a safe and healthful work environment, smoking and the use of smokeless tobacco products are prohibited throughout the workplace, including without limitation any rented or leased property used by the Company. The use of electronic cigarettes or e-cigarettes ("vaping") is also prohibited throughout the workplace.

Employees who use tobacco or e-cigarettes may only smoke, vape, or use smokeless tobacco products during an official, scheduled break. Smoking and vaping are prohibited throughout the workplace and within 20 feet of all entrances to any workplace, and further if mandated by the facility where work is being performed. Employees who leave the building to smoke or vape (or for any other reason) when they are meant to be on duty will be subject to discipline.

Under no circumstances will any employee under 18 be allowed to smoke or vape while on Company time or on the Company's premises, including in your vehicle if it is parked on Company premises.

Violations of this policy may result in civil fines by state or local enforcement agencies and may lead to discipline, up to and including termination of employment. This policy applies equally to all employees, customers, and visitors.

Personal Phone Calls and Devices

No personal phone calls using Company systems, incoming and outgoing, are allowed except in an emergency situation. Personal cell phones and personal technological devices such as Smartphones, iPods or iPads should be used only during authorized breaks. The Company is not responsible for personal belongings brought on the Company's premises.

Personnel Records

Because personnel changes could affect tax withholding and benefits, employees should inform the Executive Director, whose contact information is on the front cover of this *Handbook*, in writing of any changes in the following information:

- Name
- Address
- Telephone number
- Marital status
- Births and deaths
- Number of dependents and changes in dependents' eligibility
- Person to be notified in the case of an emergency

- Changes to work authorization status
- Direct deposit information to avoid misdirected funds

Personnel files are the Company's property and employees are not entitled to review their personnel files or to a copy of those files.

Personal Search

Employees should not have any expectation of privacy regarding any property belonging to the Company or brought onto Company premises. We reserve the right to search all Company property, such as desks, employee lockers, uniforms, and storage cabinets, with or without notice or permission of any employee. Personal property brought onto Company premises, such as vehicles, backpacks, music cases, purses, coats and the like are subject to search as a condition of employment.

Privacy and Company Communication Systems

All employee electronic communications are subject to monitoring to ensure that our Company electronic bulletin boards and electronic communications systems such as voice mail, e-mail, the Internet, computer equipment and files are not in a way that is disruptive, offensive to others, or harmful to the Company. We maintain these systems and therefore all software and hardware on these systems is Company property. Additionally, all files and messages created, composed, sent or received on these systems are and remain Company property. Messages and files are not the private property of any employee and employees have no right or expectation of privacy in messages or files. The communications systems should not be used to solicit others for commercial ventures, charitable, religious, social, or political causes, outside organizations, or other non-job-related solicitations.

The Company bulletin board and electronic communications systems are not to be used to create, send, receive, view or display any message or files that reasonably may be construed as offensive, disruptive or harmful, invade the privacy of another, or are unlawful or serve an unlawful purpose or end. Offensive, disruptive or harmful messages and files include, but are not limited to, any messages or files that contain pornographic images, sexual implications, racial slurs, gender-specific comments, other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, disability, or any protected class status, or any comment that in any way defames another person, or any comment intended to frighten, intimidate, threaten, abuse, annoy or harass another person. If an employee receives or views an offensive, disruptive or harmful message, the procedures outlined in the Anti-Harassment and Anti-Retaliation policy should be followed.

In the interests of security, employees may be subject to video surveillance while on Company premises.

SECTION THREE: Safety and Security

Safety and security is everyone's responsibility. We place a high value on safe practices as well as a secure workplace. Employee participation in our safety programs and adherence to our safety rules is expected, as they are part of each employee's job.

Employee Accidents

Employees injured on the job, regardless of how minor, must stop work immediately and report the injury to the Orchestra Personnel Manager. The Company records all employee illnesses and accidents, which occur during work hours. If

employees fail to report an injury, they may jeopardize their right to collect Workers' Compensation payments as well as health benefits. Employees who are injured or cause another person's injury on the job may be subject to drug or alcohol testing.

Hazardous and Toxic Materials

Employees whose job requires the use of hazardous or toxic materials are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. Employees with any questions about the materials with which they work should ask their manager.

Horseplay

Horseplay of any kind is strictly forbidden because it can result in injury and physical harm to individuals and property. Horseplay includes, but is not limited to, chasing after one another, hitting or punching one another, throwing debris or other items at another person, squirting water or air hoses at another person, playing practical jokes on someone, rigging an employee's locker, tool box, or desk.

Theft

Theft is not just wrong, it is bad for business. Losses from theft affect our ability to increase wages and can jeopardize our ability to serve our customers. Theft of any kind is not tolerated. Theft is the unauthorized use of our facilities or the taking of any Company property. Theft is also taking or using customers' property or the property of another employee without permission. Employees who violate this policy are subject to discipline, up to and including termination.

Workplace Violence

The Company is committed to creating and maintaining a workplace that is free from violence. The Company does not tolerate threats or acts of violence involving any person involved in the Company's operations, including, but not limited to, employees, contract workers, temporary employees, and anyone else on Company property or conducting business away from Company property. Violations of this policy, by any individual, will lead to disciplinary action up to and including termination, as well as legal action as appropriate.

Defining Workplace Violence

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual reasonably to fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several employees. Workplace violence may involve any threats or acts of violence occurring on the Company's premises, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the Company or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve employees, agents, or individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence.

Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- Threats or acts of physical or aggressive contact directed toward another individual;

- Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- The intentional destruction or threat of destruction of Company property or another employee's property;
- Harassing or threatening phone calls;
- Surveillance;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and
- Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests.

Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally threatening or intimidating. The Company will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company.

Weapons Possession

Under no circumstances are employees permitted to bring or possess weapons of any kind on Company premises, including the parking lot. This restriction does not apply to weapons that are stored at all times within the owner's locked personal vehicle and are not visible from the outside of the vehicle. This prohibition includes, but is not limited to, firearms, knives, brass knuckles, box cutters, and other devices that can inflict bodily harm or destruction. Failure to comply with this policy may lead to disciplinary action, up to and including termination.

Drug and Alcohol Policy

It is the policy of the Company to provide a drug- and alcohol-free workplace, to help provide for the safety and security of our employees in the workplace. All employees will be expected to adhere to the requirements of this policy.

Definitions

As used in this policy, the following terms shall have the following meanings:

- “Alcohol” means ethanol, isopropanol, or methanol.
- “Drug” means Amphetamines, Barbiturates, Benzodiazepines, Cannabinoids 50 (marijuana), Cocaine metabolite, Meperidine, Methadone, Oxycodone, Opiates 2000, Phencyclidine (PCP), Propoxyphene (PXY) and substances specified in Schedule I or Schedule II of the Controlled Substances Act, 21 U.S.C. § 811, et seq.
- “Employee” means any compensated employee, including officers, directors, and supervisors.
- “Property” means all land, buildings, structures, parking lots, equipment and means of transportation owned, possessed or leased by the Company.

e. “Impairment” means symptoms that a prospective employee or employee while working may be under the influence of drugs or alcohol that may decrease or lessen the employee’s performance of the duties or tasks of the employee’s job position, including symptoms of the employee’s speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the employee or others, involvement in an accident that results in serious damage to equipment, machinery or property, disruption of a production or manufacturing process, any injury to the employee or others or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

f. “Sample” means urine, blood, breath, saliva, hair, or other substances from the person being tested, as designated by the Company.

Standards of Conduct

The following constitute the Company rules regarding substance abuse.

a. All employees are prohibited from being under the influence of illegal Drugs, non-prescribed Drugs, Alcohol or from being impaired by medically prescribed marijuana during working hours.

b. All employees are prohibited from working in a safety-sensitive position while using any drug, whether legal or otherwise, prescribed by a physician or otherwise, if the drug could cause an impairment or otherwise decrease or lessen the employee’s job performance or ability to perform the employee’s job duties.

c. The manufacture, use, sale, possession, transfer or purchase of Drugs, Alcohol or medically prescribed marijuana including, but not limited to, a non-prescribed controlled substance on Company property or while performing the Company’s business is strictly prohibited.

d. No prescription Drug may be brought on Company property by any person other than the person for whom it is prescribed. Medically prescribed marijuana may not be brought on Company property by any person, including the employee for whom it was prescribed. Such Drugs may be used only in the manner, combination and quantity prescribed. If the use of such Drugs or over-the-counter Drugs may affect behavior and job performance, employees must advise their supervisors of the use of such Drugs. Employees may not use medically prescribed marijuana on Company property.

Testing Circumstances

a. Periodic Drug or Alcohol testing may be conducted under the following circumstances:

i. At the time of application for employment, prospective employees are subject to testing for the presence of drugs. Current employees are subject to testing for the presence of drugs and alcohol.

ii. Job Applicants. All applicants considered for a job opening, including former employees, current employees transferring to another position, and employees returning from a leave, may be tested for the presence of drugs as part of the application process. If the applicant’s drug test is positive, the applicant will not be considered for employment.

iii. The Company may, in its discretion, periodically perform unannounced random drug and alcohol tests of employees or groups of employees. During these random tests, the Company may test a sample of employees, a group of employees at one or more facility, or all employees;

iv. If the Company believes that an employee has been observed possessing or using a prohibited substance on the job;

v. When the Company reasonably believes that an employee may be affected by the use of Drugs, Alcohol or medically prescribed marijuana;

vi. When the Company reasonably believes that an employee is impaired during working hours or while engaged in Company business;

vii. Any employee who has had a positive Drug test may be subjected to periodic, random testing, for a period of one year from the date of the positive Drug or Alcohol test;

viii. Any employee who is involved in a work-related injury or accident who the Company reasonably believes, based on observation of possible impairment, may have contributed to the accident may be required to submit to a drug and alcohol test as soon as practicable after the accident.

ix. Additional testing also may be done as required by state, federal, or local law; for any job-related purpose consistent with business necessity; to investigate possible individual employee impairment; to maintain the safety of employees, customers, clients, and the public; to maintain productivity, quality of products and services, security of property and information; and as deemed necessary by the Company. If federal, state, or local law requires testing, the Company may test pursuant to that law even if the testing procedures under that law do not conform to all of the provisions of this policy, and other Company policies may describe testing required under federal, state, or local law. If an employee tests positive and continues as an employee, the employee may be required to undergo additional periodic testing as a condition of continued employment.

x. Refusal to participate in Drug, Alcohol, or medically prescribed marijuana impairment testing when requested to do so, or refusal to accept the terms and conditions of testing as specified in this policy, may result in disciplinary action, up to and including termination of employment. Prospective employees who refuse to undergo Drug testing are not eligible for hire.

b. To the extent practicable, the Company will maintain the confidentiality of the results of drug and alcohol testing. The Company may use the test results, and any communications received in connection with the testing, to make employment decisions regarding the tested employee. The Company also may disclose the test results: (1) to the tested employee or prospective employee or any other person designated in writing by that employee or prospective employee; (2) to individuals the Company designates to receive and evaluate test results or hear the explanation of the employee or prospective employee; (3) to an arbitrator, mediator, court, and/or governmental agency as authorized by state or federal law; (4) in any proceeding related to the drug testing or the employee's employment with the Company; or (5) as otherwise allowed by law.

Testing Procedures

The following testing methods and procedures will be followed:

a. Testing will ordinarily be conducted during, immediately before, or immediately after, regularly scheduled work periods. For current employees, time spent in testing, and in traveling to and from the regular work site to the place of testing, is work time.

b. Whenever a Drug test is done at the request of the Company pursuant to this policy, the Company will pay the actual costs of the testing. In addition, when testing is done at locations other than an employee's normal work site, the Company will pay reasonable transportation costs for travel to and from the work site to the testing location.

c. Testing shall be conducted under the following conditions:

i. Sample collection shall be performed under reasonable and sanitary conditions.

ii. Sample collections shall be labeled in such a way as to reasonably preclude the possibility of misidentification of test results.

iii. Prior to testing, the individual shall be provided with an opportunity to notify the Company of any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications, and other medical information. Employees should notify the Company if they are a qualifying patient holding a valid identification card for the use of medical marijuana prior to testing.

iv. Sample collection, storage, and transportation, where necessary, shall be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration, or misidentification.

v. Sample testing will be done by using an Enzyme-Multiplied Immunoassay Technique (EMIT), and by a laboratory approved or certified by at least one of the following: (a) United States Department of Health and Human Services; (b) College of American Pathologists; or (c) the Arizona Department of Health Services.

vi. Positive Drug test results shall be confirmed by a subsequent test, using a different chemical process than used in the initial drug screen. Confirming tests will be conducted by a chromatographic technique or another comparably reliable analytic method. Testing of a qualified patient who confirms the existence of medically prescribed marijuana may result in further testing to determine whether the employee is impaired.

d. Following a positive test result, employees have the right to explain that result, upon request, in a confidential setting.

Employee Rights

In addition to any other rights discussed in this policy, you have the following rights with regards to drug and alcohol testing under this policy:

Upon request, you have the right to obtain the written test results of your personal drug or alcohol test.

Upon request, you have the right to explain, in a confidential setting, a positive test result.

Employee Assistance

Employees with substance abuse problems are encouraged to seek assistance for a substance abuse problem because continued job performance problems, attendance problems or behavioral problems will jeopardize an employee's job.

Employees must notify the Company of any criminal Drug statute conviction for a violation occurring in the workplace within five (5) calendar days after the conviction.

Potential Disciplinary Action

Upon violation of this policy, on receipt of a positive drug test or alcohol impairment test result that indicates a violation of the Company's drug-free workplace policy, or if a prospective or current employee refuses to provide a drug testing or alcohol impairment testing sample, the Company may, in its discretion, use the violation of the policy, the test result, or test refusal as the basis for taking any disciplinary action, including the following:

- Requiring the employee to enroll in an approved rehabilitation, treatment, or counseling program, which may include additional drug and alcohol testing, participation in which may be a condition of continued employment. Nothing in this policy requires the Company to make such a program available at the Company's expense.
- Suspension of the employee, with or without pay and/or benefits, for a designated period of time.
- Termination of employment.
- Refusal to hire a prospective employee.

Any questions regarding this policy should be directed to the Human Resources Department.

SECTION FOUR: BENEFITS AND LEAVE POLICIES

The Company provides an array of benefits to employees, which it may revise at any time at its sole discretion. Employees will be notified of any revisions. Employees should direct all questions concerning benefits to the Executive Director, admin@westvalleysymphony.org.

The following sections provide some general information about the Company's benefits. This information is not intended to be exhaustive. For more information about each benefit, please contact the Executive Director. If there is any conflict between the benefits described in this Handbook and the terms of an applicable plan document, the plan document controls.

Leaves of Absence and Time Off

The Company provides employees with leave and other types of time off for a variety of reasons. The following sections detail the information pertaining to these policies.

Sick Leave

Employees are entitled to earned paid sick time and the amount of earned paid sick time and terms of its use are guaranteed by law. Retaliation against employees who request or use earned paid sick time is prohibited. Each employee has the right to file a complaint if earned paid sick time as required by law is denied by the Company or the employee is subjected to retaliation for requesting or taking earned paid sick leave. The employee may contact the Industrial Commission of Arizona at (602) 542-4515 with any questions about rights and responsibilities under the law relating to sick leave.

USE: Sick leave may be used for qualifying reasons such as illness, injury or other health conditions of employee or employee's family, a public health emergency or domestic violence.

Sick leave may not be used in advance of being accrued.

Sick leave may not be used within the first 90 days of employment.

PROCEDURES: When possible, and with a foreseeable qualifying reason, an employee should provide advance notice before using or continuing sick leave and should make reasonable efforts to schedule time away that does not unduly disrupt the Company's operations. Where the need for leave is not foreseeable, an employee should contact the Orchestra Personnel Manager as soon as possible about the absence.

When an employee uses sick leave over three or more consecutive workdays, he or she must provide medical documentation from a health care professional or other documentation depending on the circumstances, indicating that the leave was necessary.

Employees may earn 1 hour of sick leave for every 30 hours worked, up to a maximum of 40 hours per year. Employees may use no more than 40 hours (5 calendar days based on an 8-hour days) of accrued sick leave per calendar year paid at the current hourly rate for section or principal players.

How work hours are calculated for purposes of computing earned sick leave and for purposes of using sick leave:

Concert Cycle	Hours
Rehearsal 1	2.5
Rehearsal 2	2.5
Rehearsal 3	2.5
Sound check*	1
Regular concert	2.5
	11 Hours

Concert Cycle	Hours
Rehearsal 1	2.5
Rehearsal 2	2.5
Rehearsal 3	2.5
Rehearsal 4	2.5
Sound check*	1
Regular Concert	2.5
	13.5 Hours

In the event a Saturday rehearsal is called for the concert venue, sound check wages will be paid to cover transportation expenses to the concert venue but will not be applied to accrued sick leave hours.

MAXIMUM USE AND CARRYOVER OF SICK LEAVE: Employees may carry over up to a maximum of 40 hours of accrued and unused sick leave from one year to the next.

UNUSED SICK LEAVE: Upon termination, all unused sick leave will be forfeited.

Military Leave

The Company complies with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and all other applicable laws governing leaves of absence from work to perform military duties. The Company provides employees with time off in the event they are on short-term military reserve duty or training or are called to active military service for any of the Uniformed Services of the United States, in accordance with the requirements set forth in USERRA and its interpretive regulations. This policy applies to all current and former Company employees, regardless of status (e.g., temporary, part-time, etc.).

Jury Duty & Witness Leave

The company offers unpaid leave for jury duty, or to provide testimony when summoned to appear in court, but employees have the option of using any accrued sick leave time for leave where the appearance in court constitutes a qualifying reason for sick leave. Employees who take unpaid leave for jury duty or to provide witness testimony will be required to produce documentation showing the need for the leave, and are expected to provide as much advance notice-as possible.

Voting Leave

If you do not have sufficient time to vote before or after work on an election day, you will receive up to three hours of unpaid leave away from work to vote in any statewide election, which generally will be provided at the start or the end of your work day. Please coordinate any such leave time need with your supervisor at least two days before the election.

SECTION FIVE: ADDITIONAL PERFORMANCE AND COMPENSATION INFORMATION

Performance Dress Code

All performers are expected to adhere to our strict dress code policy for any performances or dress rehearsals, as described below.

Female performers are required to wear either an all-black, long-sleeved, ankle-length dress, without any glitter, or black long-sleeved tops without glitter and ankle-length dress pants (no denim or leggings), with black stockings and closed-toe black shoes (required by the venue contract).

Male performers are required to wear a tuxedo, with a white shirt, black tie, black socks, and black shoes.

Audio/Video Recordings of Concerts

AUDIO/VIDEO RECORDINGS OF CONCERTS ARE MADE FOR THE FOLLOWING PURPOSES:

1. archival recordings in order to create a record of the orchestra's performances;
2. submission as samples to accompany funding applications;
3. providing approval copies to guest artists when required by the guest artist's contract;
4. at the request of a guest artist for their promotional purposes;
5. an audio and visual recording not exceeding five (5) minutes shall be permitted to be used by the Symphony for promotion of the orchestra on the Symphony's website, in advertising efforts or for promotional campaigns undertaken by the Symphony;
6. an audio concert recording for submission for possible rebroadcast on the local classical music station;
7. an audio concert recording to be used strictly for promotional/marketing purposes such as to solicit new sponsors; and
8. on special occasions, an entire concert recording may be made to earmark a significant event in the orchestra's history, such as for the 50th Anniversary season 2018-2019.

Audio and/or video recordings, whether done by in-house staff or by outside contractors, may be made available to musicians. A small fee may be charged to cover costs.

If, in the future, the Symphony desires to create audio/video recordings for the purpose of sales to patrons, a separate or revised understanding will be reached with the orchestra's musicians.

Pay Scales

The Company will establish employee pay scales annually and reserves the right to change or amend the scales as needed at its sole discretion. The scales for the upcoming year will be as follows:

Pay Scale Section/Principals effective July 1, 2023, which includes a 5% raise:
(Doubling is 20% Premium Addition to Chart Below)

<u>Event</u>	<u>Hours</u>	<u>Section Pay</u>	<u>Principal Pay</u>
Rehearsal No. 1	2.5	\$61.86	\$75.19
Rehearsal No. 2	2.5	\$61.86	\$75.19
Rehearsal No. 3	2.5	\$61.86	\$75.19
Sound Check	1.0	\$31.53	\$38.81
Regular Concert	2.5	\$80.04	\$99.45
Total Hours/Gross Pay	11.0	\$297.15	\$363.83

When a Saturday Rehearsal is called for the concert venue, there will be no Sunday sound check and no refreshments served, but musicians will be paid for a one-hour sound check in lieu of travel expense.

When a one-hour Sunday sound check is called for the venue, refreshments will be served after the sound check and before the concert.

If a 4th rehearsal is called, it will take place the Thursday prior to the usual Tuesday rehearsal and will be paid at the same rate as rehearsals 1-3.

Doubling is 20% premium addition to above.

Cartage as of July 1, 2023 is \$18 per carry and may be reported directly to the Executive Director on concert day by email.

For any additional questions, please contact the Executive Director, whose contact information is on the front cover of this Handbook.

Bonus Compensation

SECTION BONUS PAY Effective July 1, 2023:				
Event	Base	Percent	Amount	Total with Bonus
1st Concert Played	\$297.15	0	\$0	--
2nd Concert Played	\$297.15	0	\$0	--
3rd Concert Played	\$297.15	0	\$0	--
4th Concert Played	\$297.15	10%	\$29.72	\$326.87
5th Concert Played	\$297.15	15%	\$44.57	\$341.72
6th Concert Played	\$297.15	20%	\$59.43	\$356.58

PRINCIPAL BONUS PAY Effective July 1, 2023:				
Event	Base	Percent	Amount	Total with Bonus
1st Concert Played	\$363.83	0	\$0	--
2nd Concert Played	\$363.83	0	\$0	--
3rd Concert Played	\$363.83	0	\$0	--
4th Concert Played	\$363.83	10%	\$36.38	\$400.21
5th Concert Played	\$363.83	15%	\$54.57	\$418.40
6th Concert Played	\$363.83	20%	\$72.77	\$436.60

Reductions are made for any missed rehearsals, unpaid sick days or concert.

Bonus does not carry over from season to season.

Doubling adds a 20% Premium to all Bonuses.

Cartage is not included in any Pay Scale or Bonus Calculations and may be reported directly to the Executive Director on concert day by email.

If a musician is available for a concert but not called, he or she will receive credit for having played the concert for purposes of meeting the bonus requirement (for example, a tuba player who is available but not called, will receive credit for purposes of meeting the bonus requirement).

The bonus only applies to concerts within the same season.

For any additional questions, please contact the Executive Director, whose contact information is on the front cover of this Handbook.

Acknowledgment of Handbook Receipt

(Please complete and return to the Orchestra Personnel Manager)

I, the undersigned, have received a copy of the Company’s Employee Handbook revised Fall 2023, and I am expected to read its contents. This Handbook supersedes all past handbooks, policies, benefits, and guidelines.

I understand and agree to read the policies described in the handbook. I understand the handbook is not an employment contract and that my employment is considered “at-will” and may be terminated at any time, without cause or notice, for no reason or for any reason not in violation of federal or state law. No representative has authority to modify this at-will relationship on behalf of the Company except the President.

I am also aware that policies are subject to change with or without notice and that managers are here to answer any questions I have regarding Company policies or procedures.

Employee’s Signature: _____

Employee’s Full Name (please print): _____ **Instrument:** _____

Date: _____

I would like to be acknowledged in playbills and other publications

Under my professional name to read as follows:

(Please Print)

In Case of Emergency:

Contact: _____ **Relationship:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Cell:** _____

Email: _____



P O Box 7328 Surprise, AZ 85374-0105
Administration (623) 236-6781

Maestro Cal Stewart Kellogg, Music Director, Conductor

Tony Masiello, Orchestra Personnel Manager
602-620-6546 desertreed10@gmail.com

ORCHESTRA PROCEDURES 2023-2024 SEASON

Please see attached Rehearsal Schedule and Locations 2023-2024.

REHEARSAL SERVICE: A gathering of the orchestra for a 2.5-hour session. There will be a fifteen (15) minute break that will begin after no more than ninety (90) minutes of rehearsal time.

SOUND CHECK SERVICE: A gathering of the orchestra in advance of the concert to balance the sound of the orchestra in the concert hall. Call time will be no later than one-half hour prior to the service.

When a Saturday morning rehearsal is called for the concert venue, there will be no Sunday sound check and no refreshments served. Call time for a Saturday rehearsal will be no later than one-half hour prior to the service. For a Saturday rehearsal at the venue, musicians will be paid for a rehearsal service plus a one-hour sound check service in lieu of mileage.

When a full one-hour sound check is called for a Sunday at the concert venue, call time is one-half hour prior to this service. It will have no break during the sound check; however, refreshments will be served after the sound check and prior to the concert.

PERFORMANCE SERVICE: A live performance of the repertoire prepared during the scheduled rehearsal service. The pay scale is higher for a performance. The length of the program may be longer than a rehearsal service. It is understood that unforeseen circumstances might delay the start of the concert or the second half of the concert.

PER THE CONCERT VENUE CONTRACT: No musicians are allowed onstage during setup and teardown. Musicians may warm up in the Playhouse or other spaces backstage and wait to be notified by the Stage Manager.

PERFORMANCE DRESS CODE: All performers are expected to adhere to dress code as described below:

Female performers are required to wear either an all-black, long-sleeved ankle length dress, without any glitter, or ankle length black dress pants (no denim or leggings) *with black stockings and closed-toe black shoes while onstage, per the concert venue contract.*

Male performers are required to wear a tuxedo with a white shirt, black Be, black socks and black shoes.

MUSIC FOLDER AND MUSIC: A musician who returns a music folder and/or music in a damaged condition will be charged the cost to replace as well as any shipping charges incurred. Repayment arrangements must be made through the Librarian or perhaps may be deducted from his or her payroll if discovered and reported early enough (and reported to the Executive Director within 3 days after a concert).

AUDITIONS: Candidates seeking employment by the West Valley Symphony will be asked to audition behind a screen (blind audition).

AUDITION COMMITTEE: The committee consists of a panel of seven orchestra musicians chosen at the discretion of the Music Director (M.D.). Each panel member will have only one vote. The M.D. has three votes for a total of ten votes. The Audition Committee convenes approximately 30 minutes before the audition begins. At that time, rules are discussed and excerpts for the first round selected. The committee is not obligated to appoint any of the candidates. The first round of the audition is used to determine those who are qualified to play in the orchestra. A candidate must have a minimum of 6 votes in order to pass into the second round. A current member of the orchestra participating as a candidate, or a long-standing and well-respected substitute, may have the option of playing in the first round or waiting for the second round to audition. The second round and subsequent rounds, if needed, are for selecting the winning candidate. Sight reading may also be used to break a tie. When a round of auditions is completed, discussion can take place only if instigated by the M.D. Once discussion is completed, votes are collected and the Personnel Manager (P.M.) and a member of the audition committee, other than the M.D., tallies the votes.

PROBATION: The first season a winning candidate plays with the WVS is considered a probationary period. The player may be dismissed at the discretion of the M.D. within that time. Should there be no complaints at the end of the season, rostered status is granted. Completing probationary status and achieving rostered status will not modify the at-will nature of a musician's employment. The WVS retains the right to terminate any orchestra members at any time, at its discretion.

ROSTERED STATUS: An orchestra member is considered a rostered musician eligible to play in successive seasons.

To maintain a position on the roster:

- A rostered musician must commit to playing 4-concert cycles of the current

- 6-concert season to maintain that status. A rostered player will not be penalized for a concert in which they do not have a part.

All rostered, non-probationary players are entitled to have up to 4 rehearsal absences per year (not to exceed 1 absence in any in any one concert cycle).

- When there is a foreseeable absence, all **Wind, Brass and Percussion players** will notify their section Principal. The Principal will then furnish a list of preferred substitutes to the Personnel Manager. If none of these substitutes are available to perform, the Personnel Manager and Music Director will seek to fill the void.
- All String players absences will be handled internally by section leaders after consultation with the P.M.
- Any absence will need to be reported to the Personnel Manager at least 2 weeks before the first rehearsal for that concert cycle, except in the event of a medical emergency or family obligation.
- A musician who fails to meet the requirements, except where leave protected by applicable law is taken, will be in a probationary status for the following year.

The M.D. may grant a leave of absence to a rostered musician for one season. A leave of absence of more than one season requires the musician to audition to regain rostered status.

STRING SECTION SEATING: The placement of String section players is determined by advertised chair auditions. In general, contracted rostered players that are no longer on probationary status, have the right of first refusal to advance to the adjacent chair up from their position when an absence occurs. In consultation with the Music Director, the Principal of the section, can do placement when there is case of multiple absences, and it is necessary to rearrange seating of players.

SUB LIST: Subs are qualified musicians that the WVS may use to replace an orchestra member when needed. Each Principal player will supply the P.M. with a list of preferred players to hire if necessary. Should none of the suggested players be available, the P.M. and M.D. will fill the position with a qualified instrumentalist of their choosing.

Rehearsal Schedule



REHEARSAL SCHEDULE & LOCATIONS 2023-2024

Workpliciti, 3377 S Price Road, Chandler, AZ 85348

The Vista Center for the Arts, 15660 N Parkview Place, Surprise AZ 85374

*Extra Rehearsal <u>Thurs. prior to first Tues. Rehearsal</u> <u>Workpliciti</u>	<u>Tues. Rehearsal</u> 7:00-9:30 pm <u>Workpliciti</u>	<u>Thurs. Rehearsal</u> 7:00-9:30 pm <u>Workpliciti</u>	Saturday Rehearsals 10:00am -12:30pm at The Vista Center for the Arts (except as noted for Saturday, January 13)	Sunday Concerts 3:00 pm The Vista Center for the Arts Call time No Later than 2:30
	November 7, 2023	November 9, 2023	November 11, 2023 The Vista	November 12, 2023
	December 12, 2023	December 14, 2023	December 16, 2023 The Vista	December 17, 2023
	January 9, 2024	January 11, 2024	* January 13, 2024 <i>Rehearsal will be at Workpliciti in Chandler</i> (The Vista is not available)	January 14, 2024
	January 30, 2024	February 1, 2024	February 3, 2024 The Vista	February 4, 2024
*Thurs., February 22, 2024	February 27, 2024	February 29, 2024	March 2, 2024 The Vista	March 3, 2024
*Thurs., March 28, 2024	April 2, 2024	April 4, 2024	April 6, 2024 The Vista	April 7, 2024

*Only the Saturday, January 13, 2024 rehearsal will be at Workpliciti

*Extra Rehearsals are scheduled the Thursday before the first Tuesday Rehearsal