ORGANIZATIONAL POLICIES



Revised 01/2024

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INTRODUCTION

The Piano Technicians Guild (PTG) Organizational policies are intended for use as guidelines in the administration and operations of PTG. They are subordinate to and may not conflict with the PTG Bylaws.

PRINCIPLES

In support of the mission statement, the Piano Technicians Guild, its subordinate bodies and/or its members shall:

- 1. Be democratic in its government and all its functions.
- 2. Comply with all legal obligations of the laws of the United States of America, of other applicable jurisdictions and under our corporate charter in all operations.
- 3. Provide its members with ongoing programs for technical and professional development.
- 4. Provide its members with a vehicle for the exchange of ideas.
- 5. Always strive to provide the best possible piano service to the piano community.
- 6. Always aim to provide service in an ethical way, keeping the piano user's needs and best interests uppermost.
- 7. Empower subordinate bodies in order that its mission and principles be carried out, supported, and more easily shared by its individual members.
- 8. Facilitate interaction and communication between all segments of the piano service and sales trades, the piano manufacturing industry and the piano playing community.

ARTICLE I - MEMBERSHIP

A. Application for Membership

- 1. Application fee shall be \$75 and is non-refundable. The full fee shall be retained by the Home Office.
- 2. All Applicants shall complete an official Piano Technicians Guild Membership Application Form and submit it, along with the application fee, to the Home Office.
- 3. The Home Office will prepare and send an invoice to the applicant for the dues to be paid and shall send a copy of the application to the Chapter.
- 4. The applicant has 30 days to pay the dues invoice or make payment arrangements through the PTG website. After 30 days the applicant must reapply and pay an additional application fee.
- 5. Upon completion of the application and payment process, the Home Office shall notify the applicant promptly by sending the new member's membership card.
- 6. The Chapter shall notify the Home Office in writing regarding any objections to the application within 45 days of receipt of the original application by the Home Office.
- 7. If objections are raised by the Chapter, the HO shall forward the objections to the Membership Application Review Committee.
- 8. Criteria for denying member applications shall include:
 - a. False, misleading, or incomplete information on the application form.
 - b. Refusal to sign the application agreement to abide by the Code of Ethics.
 - c. Failure to submit appropriate fees and dues.
 - d. Incidents during former membership involving misuse or abuse of PTG supplies, equipment, or funds.
 - e. Incidents involving misuse of PTG logos and emblems.

- f. Advertisement of PTG membership as a nonmember.
- g. Previous expulsion or resignation from PTG for disciplinary reasons, per the Disciplinary Procedure.
- 9. Membership applicants on whose applications the "yes" box has been checked regarding past felony conviction(s) shall be required to supply PTG with a full fingerprint supported background check before their application would be considered complete. Once received, our 45-day processing clock would begin, and all pertinent facts would be subject to full review by the Membership Application Review Committee prior to the approval of the application.

B. Dues Collection

- 1. Membership dues shall be established by the Board of Directors. The Board of Directors may not increase or decrease dues by more than 3.75% unless prior notice has been given to the membership at least 30 days prior to the Board of Directors meeting at which dues are to be set, and unless passed by a 2/3 vote of the Board of Directors.
- 2. Membership dues are billed on a calendar year basis. Members may elect to pay annual dues in full or make payment installments based on payment options that have been approved by the Board of Directors. Dues are due by December 31 prior to the membership year. Dues will be delinquent if not paid by January 1. Members will be dropped on January 31 if dues have not been paid in full or payment installments have not been established. The Home Office shall be authorized to make reasonable accommodations, as necessary.

The following deadlines shall apply:

November 1 – Invoices sent

December 1 – Reminders sent

January 2 – Delinquency notices sent

January 31 – Drop date for non-payment

- 3. Dues for the first year will be pro-rated. Chapter dues will not be collected by the Home Office for the first year.
- 4. Members who elect to make payment installments will be required to set up automatic payments through the PTG website to be withdrawn on the 1st of each month. Members who have automatic payments not clearing will have until the 15th of the month to pay and re-establish the automatic payments. Members will be dropped on the 16th of the month for non-payment. An administration fee of \$5 per month will be assessed to members who elect installment payments for dues.
- 5. Membership benefits (including a *Piano Technicians Journal* subscription) will cease when members are dropped from the active roll.
- 6. Chapter dues may be billed and collected by the Home Office based on completion of the appropriate chapter dues collection form. Dues collected by the Home Office shall be disbursed to the chapters by April 30 of each year.
- 7. Any member paying PTG dues but refusing to pay chapter dues will be notified by the Home Office that unless chapter dues are paid, membership will be dropped.

C. Dues Reduction and Deferment

I. Financial Hardship
In cases of inability to pay as determined by chapter members, a chapter may vote to maintain a member on the PTG roll by paying an annual fee of 1/2 of membership

dues on behalf of the member directly to the Home Office. This payment shall maintain the member's good standing, *Journal* subscription, and all other benefits.

- a. Executive Committee approval shall be required for a due's reduction in two or more consecutive years.
- b. Payment from the chapter equal to one-half of the PTG annual membership dues must accompany the request. Due's reductions, if approved, will take effect on January 1 of the following year. (For example: an application received on or before December 31,2022 will be effective on January 1, 2023 whereas an application received on or after January 1, 2023 will not go into effect until January 1, 2024.)

2. Retirement or Disability

Any member may apply for a reduction of dues if they:

- a. Have been a member in good standing of PTG for 10 or more continuous years up to the time of application, and
- b. Have reached the age of 65 and drawing Social Security benefits (or the equivalent), or have been declared medically disabled by the Social Security Administration (or the equivalent), and
- c. Have the approval of the chapter or the Board of Directors.
- d. If the member meets the requirements in "a, b, and c" above, the member may request a dues reduction, maintain full membership benefits, and maintain good standing by submitting the appropriate form to the Home Office. Payment equal to one-half of the annual membership dues must accompany the request. If approved, the dues reduction will take effect on January 1 of the following year. (For example: an application received on or before December 31,2022 will be effective on January 1, 2023 whereas an application received on or after January 1, 2023 will not go into effect until January 1, 2024.)

3. Military Deferment

- a. Those members who are serving in active military service in the Armed forces of their nation shall be allowed to defer payment of dues until their return from active duty with no lapse of membership incurring. This protection begins upon the receipt of military orders. Active military service is defined as including: 1) Full-time active-duty members of the five military branches (Army, Navy, Air Force, Marine Corps, and Coast Guard); 2) Reservists on federal active duty; and 3) Members of the National Guard on federal orders for a period of more than 30 days.
- b. This definition shall include the equivalent branches of the National Armed Services for those members in countries other than the United States.
- c. Upon return from active military service the member shall be required to pay the current prorated dues for the year in which they return.

D. Resignation

- 1. A member without indebtedness to the PTG or a chapter of PTG, and otherwise in good standing, has the right to resign in good standing.
- 2. Resignations to escape financial obligations or disciplinary proceedings, need not be accepted. If dues have not been paid the member may be dropped.
- 3. The Home Office shall ascertain the status of dues and other obligations of the member and notify the officers concerned.

- 4. Upon receipt of acceptance from a chapter or Regional Vice President of a resignation, the Home Office shall remove the name from the rolls and confirm the action to the resigning member.
- 5. Upon death, resignation, or other termination of membership, pro-rated remaining dues shall be refunded for members who elected to pay dues in full. Members who elected payment installments will not receive a refund.
- 6. A survey shall be sent from the Home Office to all those who have discontinued their membership in PTG so that the reasons for the discontinuance can be analyzed.
- E. Retention of RPT Credential and Eligibility for Continuous Service
 - 1. Any member whose membership has lapsed may be returned to the active status to reflect continuous active participation and retention of any credentials by paying all past membership dues, a processing fee equal to the application fee, and the current year's dues.

ARTICLE II – CHAPTERS

A. Chapter Charter Applications

- 1. Each new chapter shall select a name which is geographically descriptive, and which references the state, province, or other jurisdiction in which it is located (see PTG Bylaws).
- 2. The formation of new chapters within the area of any existing chapter(s) is subject to approval by the existing chapter(s).
 - a. The board(s) of the existing chapter(s) must be notified at least 60 days before any new chapter charter is awarded. to allow time for appeals (if any) to be submitted. Appeals must be submitted in writing, through the RVP.
 - b. The new chapter must be approved by the RVP and by a simple majority of the existing chapter(s) membership.
 - c. The PTG Board of Directors shall have the power to overrule chapter or RVP approval upon appeal from interested parties.
- 3. New Chapter Charter Application:
 - a. Chapters in United States, Canada and Mexico shall submit the application to their RVP to be approved by the Board of Directors.
 - b. Chapters in International Areas shall submit the application to the PTG Home Office to be approved by the Board of Directors.

B. Chapter Name Change

Existing chapters may apply for a chapter name change. The new name shall be geographically descriptive and must reference the state, province, or other jurisdiction in which it is located. This application shall be submitted to the appropriate Regional Vice President for approval by the Board of Directors.

C. Transfer of Chapter Membership

- 1. Each member shall belong to a chapter that is in or near the area where the member lives and/or works except for International Members. If there is more than one such chapter, the member may choose which chapter to join.
- 2. Upon receipt of notice of a member's change of address out of the area of the member's current chapter and into the area of another, the Home Office shall send a letter to the member, both chapter presidents, and RVPs, requesting verification that the member is in good standing. If there is more than one chapter nearby, the member

may choose which chapter to join. If there is no negative response received by the Home Office within 60 days, the Home Office shall complete the transfer process.

D. Chapter Policies

- 1. Chapters shall have the right to have boards, committees, etc., within the chapter framework as provided for in chapter bylaws.
- 2. All matters of bylaws, membership, and all elections must be determined at a meeting of which all chapter members have been given due and timely notice.
- 3. Chapters shall include the following disclaimer in any publications containing statements of opinion: "All expressions of opinion and all statements of supposed fact are published on the authority of the author as listed, and are not to be regarded as expressing the view of this chapter or the Piano Technicians Guild Inc. unless such statements or opinions have been adopted by the chapter or the Piano Technicians Guild Inc."

E. Chapter Officers

- 1. Chapter officers shall be elected annually at a time determined by each chapter.
- 2. All members are eligible to hold chapter offices.
- 3. Chapter presidents shall work with their RVPs to assure compliance by their chapter members with all PTG Bylaws.

F. Chapter Finances

- 1. Chapter funds shall be deposited in the name of the "(chapter name) of the Piano Technicians Guild, Inc." in a federally insured depository.
- 2. It is recommended that chapter treasurers be bonded at the discretion of the chapter officers.
- 3. PTG shall have no interest in chapter funds beyond amounts due to PTG from the chapter.

G. Chapter Websites

- 1. Chapter websites, hosted by companies other than PTG, shall adhere to the rules regarding informational publications. Any list of members accessible by the public shall:
 - a. Contain the following language:
 - Piano Technicians Guild members have an opportunity to become certified as a Registered Piano Technician (RPT) through a series of rigorous examinations designed to test skills in tuning, regulation, and repair. Those proven capable of performing these tasks to a recognized worldwide standard receive RPT certification. Only members of PTG are eligible to become RPTs and display the RPT title and logo. Besides technicians, PTG members may also be piano retailers, rebuilders, refinishers, or other piano-related specialists that are not Registered Piano Technicians.
 - b. Contain only the names of Registered Piano Technician (RPT) members. Other members may be listed if currently holding an elected Chapter Office but only within a list of Chapter Officers or when referring to the office held.

H. Chapter Dissolution and Merger

- 1. Lifting of Charter
 - a. A chapter's charter may be lifted by a majority vote of the PTG Board of Directors.

- b. The PTG Board of Directors shall recommend dissolution if chapter membership drops below the minimum required to legally transact business, or the PTG Board of Directors determines that the chapter has become inactive.
- c. All liabilities and obligations shall be paid or satisfied, or adequate provision shall be made. Any assets belonging to members or others shall be returned or conveyed if the assets are held under such requirement. Any assets not obligated under the above shall be disposed of pursuant to a majority vote of chapter members. If no such vote is held, assets shall be conveyed to the Piano Technicians Guild Foundation in the name of the chapter.
- d. The dissolving chapter's officers shall be responsible for the proper execution of the mandates in subparagraph c above. In the event they are unable to complete these tasks, the RVP shall be responsible for the proper execution either by acting as the receiver or delegating this function.
- e. Members of a dissolving chapter shall be transferred to another chapter by the Home Office after consultation with the member(s) and the neighboring chapter(s) officers.
- f. The chapter charter shall be cancelled by a majority vote of the PTG Board of Directors at its session following completion of the dissolution process.

2. Voluntary Dissolution

- a. A chapter may vote to dissolve itself by-any means established in its bylaws. The RVP shall be informed of such a vote as soon as possible. The RVP shall then inform the Board of Directors and the Home Office. Dissolution shall not take effect for two months or until all mandates of paragraphs b and d below are carried out whichever is later.
- b. All liabilities and obligations shall be paid or satisfied, or adequate provision shall be made, therefore. Any assets belonging to members or others shall be returned or conveyed if the assets are held under such requirement. Any assets not obligated under the above shall be disposed of pursuant to a majority vote of chapter members. If no such vote is held, assets shall be conveyed to the Piano Technicians Guild Foundation in the name of the chapter.
- c. The dissolving chapter's officers shall be responsible for the proper execution of the mandates in paragraph b above. In the event they are unable to complete these tasks, the RVP shall become responsible for the proper execution either by acting as the receiver or delegating this function.
- d. Members of a dissolving chapter shall be transferred to another chapter by the Home Office after consultation with the member(s) and the neighboring chapter(s) officers.
- e. The chapter charter shall be cancelled by a majority vote of the PTG Board of Directors at its session following completion of the dissolution process.

3. Chapter Merger

a. Chapters may vote to merge with another nearby chapter by any means established in its bylaws. For such merger to take place both chapters must vote in the affirmative. The RVP shall be informed of these votes as soon as possible. The RVP shall then inform the PTG Board of Directors, and the Home Office.

- b. Five or more Registered Piano technicians of whom there must be at least two from each chapter shall apply for a new chapter charter as defined in Article II. A above.
- c. All liabilities, obligations and assets of the dissolving chapters shall be transferred to the newly formed chapter.
- d. All members of the merging chapters shall be transferred to the new chapter by the Home Office.
- e. After the new chapter charter is granted and chapter officers are elected, the merging chapters' charters shall be cancelled by majority vote of the PTG Board of Directors at its session following completion of the merger process.

I. Chapter Publication Disclaimer

Chapters shall include the following disclaimer in any publications containing statements of opinion: "All expressions of opinions and all statements of supposed fact are published on the authority of the author as listed, and are not to be regarded as expressing the view of this chapter or the Piano Technicians Guild Inc. unless such statements or opinions have been adopted by the Chapter or the Piano Technicians Guild Inc."

ARTICLE III - BOARD OF DIRECTORS

A. Job Descriptions

1. President

a. Basic Function

The President is the chief elected officer; s/he is the head of PTG and serves as its official spokesman. As such, the President truly represents the membership and speaks for them. The President is responsible for assuring that all the activities and programs of PTG work towards achieving the goals stated in PTG's Mission Statement. They are to be the public example to the industry of the professional piano technician. The President is the principal liaison with the Executive Director and exercises general supervision over all affairs of PTG.

b. Responsibilities

- 1) Serve as head of PTG and be its official spokesman; when the President is unable to attend official functions, they will assist those designated to represent PTG in fulfilling this role professionally. Assure PTG is adequately represented at all major industry events and that liaison is maintained with other industry associations and representatives.
- 2) Chair all Board meetings, Council sessions, and Executive Committee meetings. Prepare the agenda for these sessions, consulting with the Executive Director and other officers as needed.
- 3) Exert leadership in assisting the Board to set policy priorities for PTG; work with Executive Director to prepare and execute both long-term and strategic planning.
- 4) Communicate regularly with the membership through monthly *Journal* articles and attendance at PTG regional seminars as budget permits.
- 5) Write all PTG committee charges, focusing activities of all committees to achieve the goals of our Mission Statement. Make all non-elective appointments, subject to ratification by the Board of Directors. Fill a vacancy or replace incapacitated or inactive members in any committee,

subject to ratification by the Board of Directors and in accordance with the Bylaws. Serve as an ex-officio member of all committees except Nominating, Members' Rights and Ethics or as otherwise specified by the Bylaws.

- 6) Serve as Chair of the Executive Committee.
- 7) Submit a written report for the Winter Board meeting and for the Council meeting.

2. Vice President

a. Basic Function

The Vice President will assist the President in the discharge of all presidential duties. Specifically, the Vice President is responsible for coordinating the work of all committees and for overseeing the Regional Vice Presidents as they carry out their duties and approve expense reports, as necessary.

b. Responsibilities

- 1) In the absence of the President, perform the duties of President.
- 2) Coordinate the work of all committees and task groups under the direction of the President; maintain close liaison with committee chairs and assist them in understanding and completing their committee charges. Keep the President informed of all problems and progress and assist the President and Board in identifying members qualified and willing to serve on committees. Serve as an ex-officio member of all committees except Nominating, Members' Rights and Ethics or as specified by the Bylaws.
- 3) Approve dates for state, regional, and one-day seminars using the approved form.
- Maintain close communication with all RVPs and assist them in performing their regional and Board duties. Assume primary responsibility for orienting and training new Board members; conduct a New Board Member Orientation Meeting during any convention at which new Board Members have been elected.
- 5) Along with the Secretary-Treasurer, approve all expenditures by Board members and committee personnel.
- 6) Serve on the Executive Committee.
- 7) Submit a written report for the Winter Board meeting and for the Council meeting.

3. Secretary-Treasurer

a. Basic Function

The Secretary-Treasurer must stay informed of the financial affairs of PTG and keep accurate records of all Council and Board actions. This position exists to assure that the membership's interests are being served in all financial dealings and that all Council and Board actions are well documented. The Secretary-Treasurer shall keep the membership well informed on PTG's financial position.

b. Responsibilities

1) Act as Secretary to the Council and to the Board and produce accurate minutes of all Council and Board of Directors meetings in a timely manner.

- a) All minutes are to be published and made available to the membership.
- b) The Secretary-Treasurer is authorized to make the numerical, grammatical, and editorial changes necessary for the minutes to accurately reflect the intent of Council and Board actions.
- 2) Serve as ex-officio member of the Bylaws Committee and maintain an upto-date copy of the Bylaws and Organizational Policies.
- 3) Review the credentials of delegates to the Council. Serve as Parliamentarian to the Board of Directors.
- 4) Work with the Executive Director to provide timely and accurate financial reports to the membership.
- 5) Chair the Reserve Fund Committee. Report all activities related to this fund to the Board and the Council.
- 6) Serve on the Executive Committee.
- 7) The Secretary-Treasurer will oversee the budgets and expenses of the Board, committees, and Executive Director.
- 8) Submit a written report for the Winter Board meeting and for the Council meeting.

4. Executive Committee

- a. Responsibilities
 - 1) Conduct monthly management meetings. The President will be responsible to call these meetings and set the agenda. Although formal minutes are not taken, the Secretary-Treasurer will produce a written summary of the meeting for the President's approval and distribute it to the Board in a timely manner. The purpose of Management Review is to review, with the Executive Director, the Home Office operations, personnel status, and requirements, building maintenance needs, budget, and upcoming expenditures, and any administrative or organizational matters that may arise.
 - 2) At least once annually, the Executive Director's performance review is done. The Executive Committee is encouraged to use input from the full Board in conducting this review. Contracts negotiated by the Executive Committee shall provide that they are subject to Board approval. However, the salary of the Executive Director and all other staff members is to be kept confidential; the Executive Committee sets the salary of the Executive Director and approves all bonuses and benefits.
 - 3) Approve (by majority vote) all emergency expenditures. Non-emergency, discretionary expenditures of \$10,000 or more must be approved by a majority vote of the full Board of Directors.
 - 4) Keep a record of all expenditures voted upon by the Executive Committee and report to the full Board as quickly as possible.
 - 5) Communicate with each other, the Executive Director, and the full Board regularly.
- 5. Regional Vice President
 - a. Basic Function

In addition to serving as a member of the Board of Directors, the Regional Vice President is the primary liaison between the regional membership and the Board. As such, the RVP is responsible for communicating the members' concerns to the Board and for educating the members regarding the Board's work and decisions. The RVP is membership chair in the region and should actively promote membership.

b. General Responsibilities

- 1) Inform the Executive Committee periodically between Board meetings of regional concern and activities; solicit regional input on Board issues.
- 2) Interact with the Home Office as needed to address members' concerns and needs.
- 3) At the discretion of the Secretary-Treasurer, RVPs are to prepare and submit a budget for each board meeting agenda. The budget must cover the six-month period until the next board meeting. The budget is to be prepared and submitted at the Pre-Council Board session by all RVPs whether nominated for re-election or retiring from the board. Funds may be allocated to each RVP based on need and other circumstances at the discretion of the Secretary-Treasurer.
- 4) Maintain proper financial records for RVP expenses; work with the Secretary-Treasurer to establish a yearly budget for travel and other expenditures; review the RVP budget quarterly with the Secretary-Treasurer.
- 5) Promote membership in the region, both in maintaining current members and in reaching out to non-members. When dues are being collected, work with chapters to assist members who may have financial problems.
- 6) Submit a written report for the Winter Board meeting and for the Council meeting.
- 7) Follow-up on all Board directives in a timely manner.

c. Regional Responsibilities

- 1) Identify and inform the Vice-President of regional members who are qualified and willing to serve on committees.
- 2) Communicate with the total regional membership at least twice annually via newsletter, more if possible or needed. Advise membership on PTG concerns and issues.
- 3) Annually check with the regional chapters for adherence to Bylaw requirements, especially for the number of meetings, chapter bylaws updates, and membership roster.
- 4) Assist regional chapters which fall below the Bylaws minimum requirements.
- 5) Assist with and foster regional conferences, chapter seminars and other educational opportunities. Approve dates for state, regional, and chapter seminars using the approved form.
- 6) Attend all regional conferences/seminars. Ensure that a regional meeting occurs during regional conferences to afford members and non-members an opportunity to interact with the RVP.

- 7) Operating a sales booth at conferences and seminars is optional. If a sales booth is requested, a full accounting of items sold, and remaining inventory shall be submitted to the Home Office within two weeks of the event. Convert all cash to a check or money order. No cash of any kind should be sent to the Home Office.
- 8) Promote membership at all seminars through personal contact with nonmembers; obtain names and addresses of non-members and forward to the Home Office. RVPs may take applications for membership (and receive the application fee) at seminars and other functions as appropriate. The RVP shall then forward the application and fee to the Home Office for further processing.
- 9) Visit chapters as budget and time restrictions permit.
- 10) Maintain files of official activity and correspondence; pass them on to succeeding RVP.

B. Term of Office

The term of office shall commence upon the close of the Council Session. In cases where there is a newly elected officer and a retiring officer, these shall be considered concurrent terms of office. During that convention, the retiring officer shall fulfill all ceremonial duties of the office, including but not limited to the opening ceremonies, convention banquet, and regional meetings. The newly elected officer will fulfill the legislative responsibilities of the office, including but not limited to, board meetings, committee meetings, etc. Upon election to the Board, Board members are encouraged to relinquish other chapter and/or regional offices within PTG.

C. Other Board Responsibilities

1. Approval of Certified Examiners

The ETS Committee must receive a signed consent-to-serve form before approval may be granted. A member who joined under a reciprocal rights agreement must pass the PTG administered RPT exam before applying as certified examiner. A majority vote of the Board shall be necessary for approval of all certified examiners. If an RPT comes before the board for approval as a certified examiner (tuning or technical) and fails to receive a majority of votes in favor of certification or recertification, then the RPT may be only considered again after a two-year period has passed and the Examinations and Test Standards Committee re-submits the RPT for approval.

2. Home Office Interaction

- a. Communications. The Home Office will be available to assist the RVP in communication with his/her region, but such communication must pertain to official board duties.
- b. Any candidate for the Board of Directors vetted by the Nominating Committee will be allowed two uses of the membership database to email members. This will be done by submitting the emails through the Home Office. Nominees for Regional Vice President would only be allowed to contact their specific region.
- c. Newsletters. Two newsletters per year shall be sent from the Home Office to all members in each region of PTG, with space reserved for messages from each RVP to the members of their region. RVPs shall submit their newsletter copy to the Home Office within three weeks of the close of each respective board

- meeting. The Home Office will distribute the standard newsletter without the local copy if, it has not been received in a timely manner.
- d. Complaints. If an officer receives a complaint about Home Office staff and/or performance, the complaint is to be forwarded to the Executive Director with the name of the member making the complaint so that the matter can be investigated, and a report sent to the officer, President and Vice President.
- e Correspondence. Copies of correspondence on PTG letterhead written by any Board member shall be copied to the Home Office for archival purposes.

3. Censorship

Neither the President, Executive Committee, Board, nor Home Office staff shall censor any communication by a Board member without the member's consent. The sole exception is if the President feels such communication is libelous.

4. Business Cards

PTG business cards will be provided to all Board members upon request. They are to be used for official PTG business only.

D. Board Meetings

- 1. Strategic Planning Sessions. for the Board of Directors. If required, work sessions may take place each Spring and Fall and there will be no other business conducted. No official votes will be taken, and any results of these work sessions will need to be ratified at the next regular Board meeting.
- 2. Board Orientation Meetings. A member of the Home Office staff shall attend Board orientation meetings to provide input regarding the various functions of and services available from the Home Office.

E. Board Expenses

- 1. Newly elected Board members shall be reimbursed for three nights hotel accommodations, three days per diem, reimbursement of one-half of paid registration fees, and will receive a complimentary banquet ticket for the convention at which elected.
- 2. Board members completing their term of office and leaving the board at the end of the annual convention shall be reimbursed for all PTG related expenses for the entire time that they are at the convention.

3. PTG Credit Cards

Board members shall be offered a credit card with a \$1,500 credit limit at the commencement of their term of office, to be used for activities directly associated with their official duties, such as membership development and operating expenses. This credit card, if accepted, is not under any circumstances to be used for personal expenses.

4. Expense Pre-Approval

- a. If a member of the Executive Committee is considering some activity which would require an expense of \$1000 or more, advance clearance from the other two members of the Executive Committee is required.
- b. If the RVP is considering some activity that would require expenses of \$500 or more, advance clearance from the Secretary-Treasurer is required.

5. Hotel Reservations

Room reservations for all Board meetings and convention will be made by the Home Office and paid from the master account at the basic rate of one single or one double room as requested. Options for special requests related to room reservations may be made; however, those reservations will be removed from the master list and must be paid by the individual, who will be reimbursed at the basic rate. Room and tax only will be paid by PTG; the occupant shall pay all other charges on the room account. Board members attending the annual convention will be reimbursed at the standard per diem and travel rates with room accommodation billed to the Master account, subject to standard review.

6. Approval of expense reimbursement requests from the Regional Vice Presidents and President will be sought from the Vice President and the Secretary-Treasurer. Approval of requests from the Secretary-Treasurer shall be sought from the Vice President and President, and approval of requests from the Vice President shall be sought from the President and Secretary-Treasurer.

ARTICLE IV - COMMITTEES

A. Appointments and Operations

- 1. Board Committee & Task Groups Appointments
 - a. The President shall make Board Committee and Task Group appointments with the approval of the Board. Vacancies occurring during the year shall be filled by the President and presented to the Board at the next meeting for ratification.

2. Vacancies in Elected Committees

- a. Vacancies occurring in elected committees during the year shall be filled by the alternate who received the next highest number of votes. If the committee does not have alternates, the vacancy will be filled by the member who received the next highest number of votes but only if the committee chair deems it necessary to staff the open position.
- b. If the committee chair position is vacated during the year and a vice chair position exists, the vacancy will be filled by the vice chair. If the committee does not have a vice chair position, the vacancy will be filled by the committee member who received the next highest number of votes.

3. Committee Liaisons

- a. A Board Liaison is defined as a Board member who has been appointed by the President to support a committee or task group. The liaison's duty is to assist the committee or task group in accomplishing their charges by serving as a resource and an advisor (i.e., research, publication review, assistance in developing RFAs, presentations, etc.). The liaison will be included in the committee's or task group's communications.
- b. A Home Office liaison is defined as a home Office employee who has been appointed by the Executive Director to support a committee or task group. The HO liaison's duty is to assist the committee or task group in accomplishing their charges by serving as a resource and an advisor (i.e., research, publication review, assistance in developing RFAs, presentations, etc.). The liaison will be included in the committee's or task group's communications. No employee of the PTG shall serve on any elected committee.

4. Committee Rules

a. All requests for home Office staff involvement, time, or procedural change must be routed through the Vice President and/or Executive Director.

- b. A committee chair shall have the privilege of enlisting members to serve the committee in a non-voting capacity if such action will assist the committee in the completion of their charges. The committee shall make the Vice President aware of the names of such enlistments.
- c. Committee members must comply with all Bylaws and Organizational Policies.

5. Committee Communication

- a. The committee chair shall coordinate the work of their committee in accordance with the charges issued by the President. The committee chair shall keep all committee members fully informed about the operations of the committee. Committee members who are acting officially as a representative of the committee and who execute written or verbal communication must have prior approval of the committee chair. All committee members, but especially the Chair, must maintain written records of their committee work and are obligated to pass all committee files on to their successors.
- b. All committee correspondence, information, and action must be copied to the Home Office. PTG stationery for committee correspondence is available from the Home Office.

6. Committee Reports

- a. Upon request, a committee chair shall make a report of progress to the President or the Board of Directors.
- b. Two written committee reports are required annually: one for the Winter Board Meeting and one for the Board/Council Agenda Book.

7. Committee Proposals

All proposals submitted to the Board or Bylaws Committee must be submitted by the committee chair.

8. Committee Expenses

- a. The committee chair will submit ordinary committee expenses (i.e., postage, mailings, telephone, etc.) to the Home Office for reimbursement. Committee chairs should be aware of the budget allocation (if any) for their committee for the current fiscal year (Jan. 1 to Dec. 31) and should ask the Secretary-Treasurer for periodic expenditure updates.
- b. All out-of-the-ordinary committee expenses (i.e., travel expenses, conference telephone calls, participation at regional/state seminars, etc.) must be submitted in advance to the Secretary-Treasurer for authorization.

B. Committee Descriptions

- Accessibility Committee (Board appointed)
 This committee shall identify and promote accessibility and inclusion for members with special needs.
- 2. Awards Committee (Board appointed)
 - Award committee members shall be the six most recent Golden Hammer award recipients willing to serve. If a chapter nominates a committee member to receive an award, the Awards Committee member must either resign from the committee or decline the nomination. This committee shall complete its work by March 31 of each year. The person(s) honored shall be recognized at the following Annual Convention.
- 3. Bylaws Committee (Board appointed)

This committee shall serve to counsel any chapter or committee member wishing to amend the Bylaws and Organizational Policies and present to the Board of Directors at the proper time any resolutions to amend, together with their recommendations to adopt or reject, with full reasons assigned. The chair of this committee may serve as the parliamentarian in the absence of a professional parliamentarian, at the request of the President.

- 4. College and University Technicians Committee (Board appointed)
 This committee shall serve to promote the specific interests of college and university technicians.
- 5. Council Minutes Approval Committee (President appointment with Council ratification). This committee shall be selected from among the Council members at the start of each Council session. This committee shall review Council minutes for accuracy and report approval to the Secretary-Treasurer.
- 6. Editor Advisory Committee (Elected)
 This committee shall be composed of three RPT members, none of whom shall hold higher office than chapter president. This committee shall be elected by Council for a two-year term. The committee shall be available to consult with and advise the *Piano Technicians Journal (PTJ)* Editor on material for publication, either at the editor's request or at the request of other parties.
- 7. Education Committee (Board appointed)
 This committee shall develop materials and resources needed to teach the core competencies of piano technology and identify ways to deliver educational material effectively.
- 8. Ethics Committee (Board appointed)
 This committee shall consist of a chair, a vice chair, three members, and four alternates, two of whom may serve as Case Investigators if deemed necessary by the Chair. Each year, the position of chair shall be filled by the previous year's vice chair.
 - a. The Committee shall perform all duties and obligations described by the Disciplinary Procedure in an unbiased, fair, impartial, and unprejudiced manner. To this end it shall:
 - Conduct investigations and, as necessary, serve as a hearing body concerning the conduct of individual members who may have violated the Code of Ethics.
 - 2) Act as an advisory body, rendering opinions on the ramifications of contemplated actions by individual members in terms of the provisions of the Code of Ethics and the provisions of Article XII Disciplinary Procedure.
 - 3) Act as a board of review, with the authority to judge the propriety of specific cases of questionable use of the PTG name and emblems in any such cases as may be brought to them. A report of any such actions shall be presented to the Board of Directors, which shall retain final authority.
 - 4) Formulate internal rules and procedures designed to facilitate the expeditious, fair, discreet, and impartial handling of all complaints or matters brought before it. The rules and procedures, and any subsequent deletions, additions, or amendments thereto, shall be subject to approval by the Board of Directors.

- 9. Examinations and Test Standards Committee (ETSC) ((Board appointed)
 - a. The ETSC shall consist of 1 Chair, 3 Sub-chairs, and at least 1 Certified Tuning Examiner (CTE) and 1 Technical Examiner, Certified (TEC) from each region. Any other advisors may be appointed by the Chair as needed. The Chair, Subchairs, and regional representatives must all be certified examiners. A certified examiner is defined as one who is qualified and approved by the Board of Directors to administer the RPT Exams. Each Sub-chair is responsible for supervising their Written, Tuning, or Technical Subcommittee, respectively. The Written Sub-chair must be a certified examiner, the Tuning Sub-chair must be a Certified Tuning Examiner (CTE), and the Technical Sub-chair must be a Technical Examiner, Certified (TEC). Specific duties of Sub-chairs shall be detailed in the Exam Policy Manual.
 - b. The ETSC shall administer, monitor, and evaluate the Registered Piano Technician exams, train examiners, provide information and assistance to those wanting exams, and recommend procedures to further standardize and/or simplify exam administration. Accordingly, the ETSC shall:
 - 1) Oversee all CTEs and TECs.
 - 2) Recommend approved candidates as certified examiners to the Board of Directors.
 - 3) Maintain the official Examination Manuals.
 - 4) Recommend exam fees.
 - 5) Monitor exam records for accuracy and examiner performance level.
 - 6) Periodically evaluate the levels of difficulty and pass/fail ratios of all exams.
 - 7) Provide the Written, Tuning and Technical Exams at the Annual Convention and encourage conference organizers to provide the same exams at their respective conferences.
 - 8) Make class and exam dates and locations known by publication in the *PTJ* as much as possible.
 - 9) Determine areas of need in terms of exam availability, efficiency of exam sites or exam resources.
 - 10) Make recommendations to the Board of Directors directing PTG resources to areas of greatest need.
- 10. International Relations Committee (Board appointed)

 This committee shall serve to foster relations with technicians, organizations and other individuals in the piano industry who are in countries outside the US and Canada.
- 11. Members' Rights Committee (Board appointed)
 This Committee shall consist of three members: a chair, two members and two alternates.
 - a. The Committee shall perform all duties and obligations described by the PTG Disciplinary Procedure in an unbiased, fair, impartial, and unprejudiced manner. To this end it shall:
 - 1) Study the problems of those who submit grievances to the committee.
 - 2) Consider the opinions of aggrieved parties and advise them of their rights under the prevailing circumstances.

- 3) Make certain that every member receives and enjoys all due rights and privileges.
- 4) Make certain that no member who requests adjudication is denied a courteous and constitutionally proper hearing.
- 5) Ascertain all facts pertinent to any grievance brought to its attention.
- 6) Be certain that full factual knowledge pertinent to all matters under consideration is made known to all parties concerned.
- 7) Aggrieved members or chapters presenting a complaint through the Members' Rights Committee shall provide copies to all individuals or PTG subordinate bodies against whom it is directed. The complaint and all its copies shall cite all points of the grievance in the greatest possible detail and list all desired remedies. The Members' Rights Committee shall not act on the complaint until all parties receive their copies.
- 12. Membership Application Review Committee (Elected)

This Committee shall consist of three members who shall be elected at the annual Council session to serve for the next term.

- a. Election to the Committee shall be determined in the following manner:
 - 1) Each region shall select one candidate from among the region's members.
 - 2) Names of nominees shall be presented to the Council for election to the committee.
 - 3) The three nominees receiving the greatest number of votes shall serve for one year.
 - 4) The nominee receiving the greatest number of votes shall be named chair of the committee.
 - Those nominees receiving the fourth through seventh highest number of votes shall be designated as alternate committee members in order of the number of votes received. They shall be required to fill any vacancy. The number of members actively serving on the Membership Application Review Committee shall be three at all times.
 - 6) Tie votes shall be broken by any suitable method approved by Council.
 - 7) No member of the Ethics or Members' Rights Committees may serve concurrently on the Membership Application Review Committee.
- b. The Committee shall perform all duties and obligations in an unbiased, fair, impartial, and unprejudiced manner. To this end it shall:
 - 1) Review objections to membership applications and results of background investigations of applicants with past criminal records and determine whether membership applications shall be approved or rejected.
 - 2) The Committee shall, within 14 days of receiving an objection, determine whether the criteria set forth in Article I are met and transmit the determination to the Home Office.
- c. Chapter Objections. There are three possible determinations:
 - 1) The objection may be upheld, and the membership application denied. The Home Office shall notify the chapter and applicant of the decision and the applicant's right to appeal per subparagraph "e." below.
 - 2) The objection may be denied, and the membership application accepted. The Home Office shall notify the chapter of the denial and shall complete

- the new member's application process. The chapter shall have no right to appeal the determination of the Membership Application Review Committee.
- 3) The objection does not meet the criteria for denying an application, but the application constitutes an ethical violation by the applicant. The Home Office shall notify the chapter and the applicant of the decision and process the application as in Article I, including collection of dues. After the new member's application process is completed, the Committee shall transmit notice of ethical violations with all materials and reports to the Members' Rights Committee for action in accordance with the provisions of Disciplinary Procedure.
- d. Criminal Background Investigation Results. The Committee may only determine whether the criteria for denial of membership are met. The Home Office shall notify the applicant of the decision and proceed in accordance with paragraph "b" above.
- e. Appeal of Decision
 - If an applicant believes that his or her application should not have been denied, he or she may appeal the unfavorable decisions of the Membership Application Review Committee to the Board of Directors. This appeal must be filed within 14 days from the date of the decision notice to the applicant.
 - 2) When the Board of Directors receives an appeal, it shall, within 14 days, make its own determination of whether a chapter objection meets the criteria as set forth in Article XIII, Section H, and transmit its determination to the Home Office, who shall in turn notify the applicant and the objecting chapter. The determination of the Board of Directors shall be final.
- f. If a member of the Membership Application Review Committee and the applicant are from the same chapter, that member of the Membership Application Review Committee shall recuse him/herself from service and the appropriate alternate committee member with no conflict of interest shall actively serve on the committee for the duration of this applicant's review process.
- 13. Nominating Committee (Elected) See Bylaws
- 14. Teacher Relations Committee (Board appointed)

 This committee shall serve to develop joint initiatives with organizations of music teachers to promote music education for the mutual benefit of the PTG and of their members.
- 15. Ask an Expert
 - Ask an Expert volunteers shall serve as a Board Task Group with the oversight of a liaison. The purpose of the task group is to provide specific information to the public which cannot be found on the web site.
 - a. An automatic reply should be set up to all inquiries as follows: "Thank you for contacting the Expert's Line at the Piano Technicians Guild. The technicians who volunteer their time to this service will be in touch with you as quickly as possible. If you do not get a response within 48 hours, please contact our

- Webmaster at webmaster@ptg.org. Thank you once again for using our service."
- b. When answering an inquiry to the list, the responder will use the following: "Thank you for contacting the Piano Technicians Guild." When answering an inquiry to the list, the responder will use the following closing statement: "Once again, thank you for contacting the Piano Technicians Guild. We hope that you will contact us in the future for all your piano related needs. Sincerely, Joe Tuner, RPT.

ARTICLE V - AWARDS

A. Annual Awards

The PTG shall bestow the following international honors on members of PTG who have shown outstanding personal and professional integrity to the point of being an inspiration to others.

- 1. Golden Hammer Presented to one (1) outstanding member per year who has made a definite and permanent change for the better by many years of outstanding contributions to PTG and the piano industry for service and dedication above and beyond the call of duty. Candidates must have contributed more than 20 years of service and dedication to the ideals and goals of the PTG.
- 2. Hall of Fame To honor those who have shared their talents, time, and loyalty with our profession wherein the names, tributes to and biographies of honorees may be preserved and remembered. There shall be no more than two inductees into the Hall of Fame per year. Candidates for this award must have shown:
 - a. Significant long-term dedication to the causes, ideals, and purposes of PTG.
 - b. Outstanding contributions to and implementation of ideas, programs, etc., resulting in improvement to and upgrading of the piano industry as a whole.
- 3. Crowl-Travis Member of Note This award is presented for recent outstanding service to PTG and the piano industry. There shall be no more than four recipients per year. Candidates for this award must have shown:
 - a. Significant dedication within the past two years to the causes, ideals, and purposes of PTG.
 - b. Outstanding contributions to and implementation of ideas, programs, etc., resulting in improvement to and upgrading of the piano industry as a whole.
- 4. The Jack Greenfield Award, presented at the annual convention, is given to the author of an outstanding Piano Technicians Journal article or series. The award is not required to be presented each year. The recipient:
 - a. shall be chosen by the Journal editorial staff,
 - b. need not be a PTG member,
 - c. need not be an author in the past 12 months,
 - d. may receive the award more than once.
 - e. If necessary, the Editorial Advisory Committee may be consulted in award-related decisions

B. Award Nomination and Selection Procedures

1. Any member in good standing or any Chapter may nominate candidates for the Annual Awards.

- 2. Nominations must be submitted to the Chair of the Awards Committee on the appropriate form by December 31 of the year preceding the award. The Home Office shall make appropriate forms available to the membership.
- 3. Golden Hammer nominations must be accompanied by the nominee's resume and an essay of 100 words or more, on the individual's contributions that justify the award. This essay is traditionally used as the award presentation speech and should not reveal the recipient's name until the end.
- 4. Hall of Fame nominations must be accompanied by the nominee's resume.
- 5. Crowl-Travis Member of Note nominations must be accompanied by a short essay of 50 words or less, describing the individual's contributions that justify the award.
- 6. The Awards Committee may request additional information about selected honorees from sources other than the nominating members or chapters.
- 7. Chapters and persons whose nominees were not selected by the Awards Committee shall be encouraged to resubmit their nominations the following year

C. Award Presentation Procedures

- 1. The recipients shall each be presented with a suitable trophy, plaque and/or lapel pin. a. The cost of the Golden Hammer Award should not exceed \$500.
- 2. All awards shall be presented at the Annual Convention, if possible.
- 3. If an honoree is not present, the award shall be forwarded to the honoree's local chapter president who shall bestow the honor in an appropriate manner.
- 4. If an honoree is deceased, the award shall be presented to a member of his or her family. If the award cannot be presented at the Annual Convention, it shall be forwarded to the local chapter president nearest the family member accepting on behalf of the recipient. Said president shall present the award in an appropriate manner.
- 5. All persons elected to the Hall of Fame shall be additionally honored by having a picture, if available, and a short history outlining their contribution to the piano industry included in a Hall of Fame Record Book to be displayed in a prominent position at each Annual Convention. After the Annual Convention, the book shall be returned to the Home Office for safekeeping.
- D. Additional Awards. The Board of Directors, by majority vote, may establish one-time or repeating honors in addition to the ones mandated in this article, designate their nomination and selection process, and delegate the task of selecting honorees to committees of their choosing.

ARTICLE VI - HOME OFFICE OPERATIONS

A. Executive Director

Reports To: Board of Directors

Supervises: All Staff

Interfaces With: Board members, staff, committees, industry, and individual members

Overview

The Executive Director is the chief staff executive of the Piano Technicians Guild. As such, they are responsible for the organization's administrative functions, including operation of the Home Office; carrying out the organization's policies in a professional manner consistent with the Bylaws and Organizational Policies; and providing information, advice, and other assistance to the organization's governing

bodies. They may also serve as Executive Director of the Piano Technicians Guild Foundation.

2. Responsibilities

The Executive Director is hired by the Board of Directors, and their specific duties are listed in Organizational Policies. In addition to the specified duties, under the supervision of the Board of Directors and within the approved budget, they are responsible for:

- a. Establishing a Home Office to serve as PTG's headquarters and establishing the organizational structure and administrative policies and procedures appropriate to best serve the membership.
- b. Establishing the Home Office staffing structure, recruiting, hiring, training, establishing compensation levels and discharging staff, and establishing an effective personnel program.
- c. Ensuring that complete financial, membership and organizational records are accurately maintained and that all funds, physical assets, and other property of the organization, including files, records, legal and historic documents, and membership and mailing lists are properly safeguarded.
- d. Planning, recommending for approval, and operating within an annual budget, providing all budgets, financial reports, records, and recommendations to the Board of Directors, Council delegates, chapters and individual members as detailed in the Bylaws. They are also responsible for providing such information to such outside agents as the Board of Directors may select to periodically examine, audit, and evaluate those records.
- e. Serving as Publisher of the *Piano Technicians Journal*, supervising its production and that of other publications, periodicals, and educational materials as the membership and Board of Directors may direct.
- f. Coordinating the convention, providing administrative supervision and operation as directed by the Board of Directors. Planning and coordinating other organizational meetings as needed, and ensuring that accurate records, including minutes, attendance and specifications of all conventions and meetings are kept.
- g. Providing the staff liaison and staff support to committee chairs and committees to help them fill their functions.
- h. Researching, developing, and proposing to the Board of Directors, programs and activities that will better serve the membership or enhance its image or financial situation.
- i. Executing such contracts and commitments as may be authorized by established policy or by the Board of Directors and monitoring the performance of the contracted vendors.
- j. Representing PTG at industry trade shows, conventions, and meetings; serving with PTG's officers and other designees as a spokesman for the organization; promoting the image of PTG and its members to piano and music industries and to the public; promoting interest in the organization's activities through active participation by present and prospective members.
- k. Keeping the Board of Directors fully informed on the conditions and operations of the organization and on all-important matters through regular mailings and

individual contact. The Executive Committee will review the Home Office operation and the performance of the Executive Director at regular intervals.

3. Requirements

- a. General knowledge of all aspects of association management, including legal considerations, accounting principles, budgeting processes, and personnel management, as well as a thorough background in the specific requirements of trade, professional and individual-membership societies.
- b. Excellent verbal and written communication skills.
- c. An understanding of organizational dynamics and the ability to synthesize differing points of view and agendas in furthering the organization's goals.
- d. The ability to organize, prioritize and meet deadlines.
- e. The ability to lead and motivate employees and volunteers.

B. Budget and Reports

- 1. All financial transactions are to be in U.S. dollars.
- 2. Proposals that require an increase in expenses to the PTG annual budget shall be accompanied by a suggested method of generating the additional revenue.
- 3. Financial Reports and Records
 - a. Written reports of the annual audit are to be sent to the Board of Directors. Financial reports will be sent quarterly.
 - b. Financial data shall not be released without the approval of the Executive Committee.
 - c. No member in good standing shall be denied the right to inspect the financial records of PTG, which are to be maintained in the custody of the Home Office, provided the member makes prior arrangements to do so and does not disrupt the normal conduct of PTG business.

C. Financial Investments

- 1. PTG funds available for investment consist of funds needed for current-year operations ("Operating Funds") and those funds which are available for less liquid, longer-term commitments (Reserves Fund).
- 2. The Executive Director will provide members of the Executive Committee with monthly financial statements detailing the distribution and Performance of Funds. Quarterly statements are to be distributed to all Board members.
- 3. Risk. Investment funds shall be evaluated by the following priorities: Operating Funds: Liquidity, Safety, Yield. Reserve Funds: Safety, Yield, Liquidity.

D. Reserve Fund Management

- 1. The Reserve Fund Committee shall:
 - a. Monitor the distribution and performance of invested funds
 - b. Determine the need for an outside financial advisor to assist with investment of funds, secure the services of such an individual and monitor the performance of funds invested with that individual.
 - c. Evaluate the level of risk associated with various investment options and apportion invested funds accordingly.
 - d. The Secretary-Treasurer shall distribute an annual report on investments, including all transactions made during the year, to all members. The report will accompany the PTG budget distributed to all members.
- 2. In addition, the Executive Director shall:

- a. Serve as a voting member of the Reserve Fund Committee.
- b. Monitor cash flow and invest Operating Funds in such a way that those monies are available to meet the organization's financial obligations as they arise.
- c. At the direction of the Reserve Fund Committee, contract with and oversee the performance of all financial advisors designated by the committee.
- d. Report the performance of all investments to the committee in a timely manner.

E. Blanket Tax Exemptions

PTG will not pursue blanket tax exemptions for chapters since it requires a level of activity for the chapters to maintain a blanket exemption as would be required in getting the exemption themselves. The Home Office will make tax exemption information available to chapters by request. Information will also be included in the Operations Manual.

F. Expense Reimbursements

- 1. PTG shall reimburse mileage in the amount equal to the allowable deduction by the Internal Revenue Service or airfare plus mileage to and from the airport whichever is less (assuming air reservations would have been made 30 days in advance).
- 2. Per Diem will be paid at the rate set by the US General Services Administration for the area in which the event takes place except for the PTG convention for which per diem may be set by the Executive Committee. When traveling to or from an event, only one day of per diem may be claimed each way. A travel day shall count as a full day for per diem purposes.
- 3. Multiple Reimbursements. When attending any approved event, an employee or contract vendor of PTG shall be reimbursed from only one PTG source.
- 4. Expense Reimbursement Requests
 - a. Only one event per Expense Reimbursement form is allowed. If you have more than one event for which you want to claim reimbursement, please use a separate form.
 - b. Expense requests shall be submitted within 15 days after each activity for which reimbursements are sought or by December 15, whichever is sooner.
 - c. Members seeking reimbursement shall properly complete a Reimbursement Request Form and submit the form along with supporting receipts to the Home Office. Scanned receipts are preferred and must be emailed with the reimbursement request form to the Home Office accounting department.
 - d. The Home Office will process the request and seek all necessary approvals from the committee chair and/or PTG officers.
 - e. Officers shall process all requests within 15 days of receipt from HO either by approving the request or notifying the member in writing of their intent to reject the request along with clear instructions for resubmitting the item or items in question, if applicable.
 - f. Members shall allow 30 days after submission of a Reimbursement Request Form for receipt of their reimbursements.

G. Membership Pledge

1. The following statement should appear on all new applications for membership. I am at least 18 years of age. I support the Mission Statement of the Piano Technicians Guild (PTG). I will faithfully follow the PTG Code of Ethics which constitutes the standards for personal and business conduct, quality workmanship and business practice to which each member is held accountable and agrees to on joining

PTG. I will comply with the PTG Bylaws and Organizational Policies. I am currently not a registered sex offender or convicted of a felony, or the equivalent of a felony outside of the United States. (A denied application may be reviewed upon request.) If you are on a sexual offender registry or are a convicted felon (or any foreign/overseas equivalent for those outside of the United States), and as such are unable to sign this pledge, please provide a written explanation as well as any supporting documentation that would be helpful in determining your eligibility for membership.

I certify that the information provided above is true and complete. I acknowledge that my membership in PTG may require the approval of the Membership Application Review Committee.

2. The following statement should appear on all invoices for annual membership renewal.

I support the Mission Statement of the Piano Technicians Guild (PTG). I will faithfully follow the PTG Code of Ethics which constitutes the standards for personal and business conduct, quality workmanship and business practice to which each member is held accountable. I will comply with the PTG Bylaws and Organizational Policies.

H. Outstanding Accounts and Prepayment

- 1. Any payment received from a member with an outstanding account balance is to be applied to the oldest outstanding balance first.
- 2. Delinquent chapter sustaining membership dues shall be deducted from the chapter dues account of the sponsoring chapter prior to release of such funds.
- 3. Event registrations, subscriptions, exams, and merchandise shall require prepayment.
- 4. Exhibit Hall invoices may be split into two payments with one-half being paid at the time of reservation and the second half due 30 days prior to the event.
- 5. Any account more than two billing cycles (60 days) delinquent may, at the discretion of the Executive Director, be refused additional credit and may be charged a 1-1/2 percent finance charge.
- 6. Advertising Payment Policy.
 - a. Payment for *Journal* advertising is due upon receipt of invoice. Advertisers whose accounts are more than two billing cycles (60 days) outstanding may, at the discretion of the publisher, be refused subsequent advertising and could be charged a 1-1/2% finance charge. Payment in advance may be required of first-time advertisers or those with a history of credit problems.

ARTICLE VII – MANAGEMENT POLICIES

A. Distribution of Member Data

The Executive Director has the authority to review and approve requests from outside sources for distribution of member information only if such information will be used in relationship to educational opportunities or piano technician-related products. The Executive Director is responsible for determining a fair price for information. Whether distributed in printed or electronic form, each sale shall include a standard disclosure stating that the information received is restricted to one-time use.

B. PTG/Chapter Officer Title Use

Past or present officers of PTG or chapters are prohibited from personal use of the title of office in any advertisement. Present officers may identify themselves as such when

performing the official duties of their office. Past or present officers of PTG or chapters may list their service in their printed or electronic resumes, along with their terms of service.

C. Merchandise and Sales

- 1. PTG merchandise is to be shipped at a profit. Members shall receive a discount on items sold by PTG, which are also available to non-members.
- 2. New Member Packets. No sales items are to be included except samples of pamphlets and one *Journal*.
- 3. Back issues of the *Journal* from the current calendar year may be sold for \$15. Back issues from previous years may be sold for \$5. Back issues more than two years old may be sold for \$2.
- 4. RVPs may give one free sample issue of the *Journal* to a prospective member. Back issues will be sent to RVPs for distribution only upon their request.
- 5. The Executive Director is authorized to send a few of the extra *Journals* to different non-members each month as a promotion for membership or subscriptions.
- 6. *Journal* articles may be reproduced by the Home Office and sold at a profit.
- 7. Journal Tearsheet. Advertising invoices shall be emailed. Printed invoices and tearsheets will not be mailed unless requested.

D. Complaints

1. Public Complaints

Complaints made by the public (non-members) against members of PTG must be in writing. Such complaints should be forwarded to the Executive Director and the appropriate RVP. The Executive Director may suggest a response to the complainant in a manner consistent with legal counsel recommendations. The RVP may offer mediation if appropriate. All complaints and their dispositions shall be reported to the Board as soon as possible.

2. Advertising Complaints

Complaints regarding violations of PTG advertising and logo use policies made by or against members or nonmembers should be made confidentially in writing to the Executive Director who then investigates the complaint. The Executive Director should notify the appropriate RVP that a complaint has been received. If the complaint is found to be valid, a cease-and-desist letter may be sent to the accused. If the offense continues, complaints against members may be sent to the Members' Rights Committee and complaints against nonmembers may be referred to the PTG attorney for further action. All records, correspondence and reports related to the complaint shall be kept confidential and stored in a secure location.

E. Minutes of Official Meetings

- 1. Minutes of all official meetings of the Board of Directors and Council, as well as agenda books prepared in advance of the meetings, shall be made available to all members in good standing upon request. A small fee may be charged to offset the costs of printing and mailing if a hard copy is requested. Any past president who requests these materials will not be charged.
- 2. Minutes of all Board of Directors meetings shall be published. All agenda items shall be reflected in the minutes.

F. Travel

- 1. Board Insurance. Accidental death and dismemberment insurance shall be maintained for all current Board members.
- 2. Collision Damage Waiver

The Collision Damage Waiver shall be accepted for car rentals when using a PTG-issued credit card. PTG will self-insure for the diminished value exposure. Coverage should be reviewed annually.

3. Airfare Cancellation Insurance

Board members shall accept the airline cancellation insurance when booking travel. If an unforeseen circumstance should occur and travel must be modified or canceled, the board member may be obligated to reimburse the cost of travel if the cancellation insurance was not elected.

G. Membership

1. Membership Certificates

Membership certificates will be sent to new RPT members upon reclassification. New members and membership category upgrades will be published in the *Journal*.

2. Membership Cards

Annual membership cards will be sent after full payment of dues, or when payment arrangements through the website, have been verified by the Home Office.

3. Service Pins

Service pins shall be given to all members in recognition of continuous membership starting at 20 years and for each five-year increment thereafter; accompanying letters shall be signed by the sitting president.

4. Sustaining Memberships

The Home Office will send letters of congratulations to those who have been voted for Chapter or Sustaining membership. Chapter Sustaining members who move to a new location need not be transferred from the old chapter.

5. Incomplete Membership Applications

The Home Office shall review new membership applications upon submission. If found to be incomplete, the application will be returned to the applicant with a cover letter giving them 30 days to properly complete the application and resubmit it without having to pay an additional application fee.

6. Member Listings on Website

Only Registered Piano Technician members shall be listed on the "Find A Technician" page of the website.

7. Membership Changes

Regional Vice Presidents shall be kept fully informed by the Home Office of membership activity affecting their region: transfers, resignations, changes of chapter officers, address changes which might result in a change of jurisdiction, etc.

8. Memorials and Contributions

Flowers shall be sent in the name of PTG for all deceased officers past or present. The amount shall not exceed \$100. A \$50 donation will also be made to the PTG Foundation in the name of the deceased.

9. Member Recognition

Membership classification activity shall be published in the membership section of the *Journal*. New members and reclassified members shall be listed by region and chapter.

10. Correspondence

Copies of correspondence written by Home Office staff regarding members, chapters or regions shall be copied to the RVP in whose region the addressee is located.

11. Certified Examiners

Congratulatory letters to newly certified examiners shall be sent by the Home Office over the President's signature.

H. Industry Relations

1. Association Memberships

PTG shall maintain membership in and/or make contributions to other industry organizations as deemed appropriate.

2. Affiliation With Other Organizations

The Board of Directors shall have the prerogative, on behalf of PTG and its members, to pursue formal affiliation with other organizations that may further the goals of PTG.

3. IAPBT Representation

The Executive Committee may choose to appoint up to two representatives to all IAPBT functions. Economy plus, or equivalent class of airfare, is authorized for international travel. Except for the Executive Director, the Executive Committee is strongly encouraged to extend paid international travel only once per individual to allow others to experience this unique opportunity.

4. International Tours

All international tours shall be proposed in writing by the International Relations Committee to the Board. No tour arrangements may proceed without Board approval. Proposed contracts relating to any international tours shall be submitted for approval to the Executive Director. The Executive Director shall have the sole authority to make contracts relating to any international tours. Tour insurance as may be deemed appropriate by the Executive Director to protect PTG and tour participants shall be obtained, and all costs associated with tour insurance shall be borne by tour participants. All tour participants shall be required to sign liability waivers provided by the Executive Director.

5. Gifts

Special pins designated as "Friends of PTG" will be available for gifts to foreign visitors.

ARTICLE VIII - PTG PUBLICATIONS AND MATERIALS

A. Reproduction

Permission generally is granted to reprint articles from the website(s) for non-commercial, educational purposes. PTG materials shall not be used in other publications by either members or non-members as a complete work. Short quotes may be used to make references to specific pieces of PTG literature. If used on a website the use of links to the specific publication being quoted may be used.

Requirements for reprinting are as follows:

1. Reproduction must include a statement as follows:

- a. Reprinted, in its entirety, with permission of Piano Technicians Guild, Inc. (PTG) www.ptg.org
- b. Note writers' byline, if applicable
- c. Include copyright notice: © Piano Technicians Guild, Inc
- d. If the text is published, in whole or in part, electronically or in print, a copy of the final version or the publication in which it appeared should be sent to the attention of the PTG Executive Director, 4444 Forest Ave, Kansas City, KS 66106-3750.

B. Piano Technician Journal

1. Objectives

- a. The *Piano Technicians Journal (PTJ)* shall be the official magazine of the Piano Technicians Guild and shall be published by the Home Office under the direction of the Executive Director (as Publisher) as a means of bringing technical knowledge and advancement to PTG members.
- b. The *PTJ* shall be the exclusive property of the Piano Technicians Guild.

2. Subscriptions

- a. The *PTJ* shall be sent to each member in good standing. Postage and handling fees may be charged to International Members.
- b. Subscription to the *PTJ* shall be made available to the public.
- c. The member rate for the *Journal* shall be based on actual expenses as determined by the Executive Director.

3. Content

a. Publication And Distribution

There shall be twelve technical issues of the *Journal* published per year. In addition, an annual membership directory will be published.

b. Journal Copyright

The Executive Director may provide assistance in obtaining the proper releases for those wishing to publish translations of Piano Technicians *Journal* articles. The Executive Director shall request courtesy copies of any such publications.

c. PTG Foundation

PTG shall make space available for information on the PTG Foundation in every issue of the *Journal* when such information is submitted by the established *Journal* deadlines

4. Staff

a. Journal Staff

The Publisher of the *Journal* is the Executive Director. The Board shall appoint the Editor of the *Journal*.

- 1) Publisher. The Publisher is responsible for all non-technical aspects of the magazine, including printing, mailing, advertising, and hiring *Journal* staff not otherwise appointed by the Board of Directors.
- 2) Journal Editor. The Editor is responsible for a monthly column. They will plan the content of the Journal, set the vision, and recommend (in consultation with the Publisher) contributing, associate, and/or assistant editors. He/she will have editorial control over all technical content of the Journal, including the authority to accept and reject articles for publication.

b. Journal Editor Job Description

- 1) Overview. The Editor is responsible for the general production and technical content of the *Journal*, including direct supervision of assistant editors. The Editor has a primary responsibility to see that deadlines are met, and each monthly issue is produced on schedule. The Editor has authority over all technical articles, their content and accompanying graphics but shall consider all input from the Designer/Illustrator. The Publisher shall resolve editorial disputes.
- Qualifications. The Editor should be a skilled writer and photographer. This individual must be capable of identifying, soliciting, and editing articles for proper style, accuracy, and fairness. Must have hands-on knowledge of various computer programs, including proficiency with word-processing, electronic communication, and high-speed internet access. Knowledge of desktop publishing software is a plus. This person must possess the ability to organize time and projects to ensure that details are not overlooked and must be accurate, detail-oriented, and able to work independently and under pressure to meet deadlines.
- 3) Requirements. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The responsibilities listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions.
- 4) Responsibilities.
 - a) To respond, with the assistance of the Publisher and *Journal* staff, to all suggestions and proposals for articles and provide guidance to the authors in the preparation of those articles.
 - b) Editor agrees to attend and facilitate an annual meeting of the *Journal* staff; date and time of meeting to be determined by the Publisher. The main purpose of which is to prepare an editorial calendar for the coming year.
 - c) To provide technical content for the *Journal* by identifying and soliciting articles, works and information from individuals and companies in the piano industry and other such sources of information as deemed appropriate, in accordance with the budgets and policies established by the Board of Directors of the Piano Technicians Guild.
 - d) To schedule technical articles, prepare submissions and other information for publication, ensuring that proper style and nomenclature guidelines are followed, and that the information provided is complete, accurate and fairly presented.
 - e) To supervise the *Journal* staff in the planning and preparation of material for publication including proofreading and writing of editorials.
 - f) Work with Designer/Illustrator to create edit and enhance charts, graphics, and photos to accompany all technical articles in the publication.

- g) The Editor shall provide input to the Designer/Illustrator (who then work as a team) to provide the most aesthetic design possible, up to and including cover art.
- h) To meet deadlines as established for the publication and ensure that all parties (staff and authors) involved in the development of the *Journal* also adhere to material deadlines.
- i) Secure PTG's rights and ownership to the material it publishes and to derivative works based thereon
- j) Ensure that all published material is produced for easy conversion to electronic transfer for use electronically and in other media.
- k) To submit reports on progress, goals, and other aspects of editorial responsibilities for regularly scheduled meetings of the Piano Technicians Guild Board of Directors and at such other times as the Board or its agents may request.
- 1) The Editor shall provide for editorial coverage of the National Association of Music Merchants' (NAMM) Winter Market for the *Journal*. Editor may assign another person to provide editorial and photographic coverage of these events with Publisher's approval.
- m) The Editor shall provide editorial coverage of the Annual Convention to provide editorial content and photo coverage. In case of emergency, and with the approval of the Publisher, Editor may assign another person to provide editorial and photographic coverage of these events.
- n) Continually explore different media and more efficient methods of publishing PTG material and report to Executive Director.
- o) Other responsibilities and duties as assigned.
- c. Designer/Illustrator Job Description.
 - design of the publication including but not limited to creating covers, editing, and enhancing photos and/or creating any charts, graphs, or illustrations necessary to convey the intended message. The Designer/ Illustrator shall provide direction for the layout person to create the most aesthetic design possible. Technical Editor has authority over all technical articles, their content and accompanying graphics from a technical point of view but shall consider all input from the Designer/Illustrator for layout and design. Designer/Illustrator has authority over the visual/aesthetic presentation of material. The Publisher shall resolve editorial disputes. This position requires travel to, and participation in, a yearly editorial meeting; time and place to be determined by the Publisher.
 - 2) Qualifications: The Designer/Illustrator should be a skilled, experienced art director, designer, illustrator, and photographer. This individual must possess up-to-date knowledge of printing, production, color processes and publishing procedures. Must have hands-on knowledge of various computer programs, including desktop publishing, proficiency with word-processing, electronic communication and have high-speed internet access. The ability to design attractive layouts is essential. This person

must possess the ability to organize time and projects to ensure that details are not overlooked. This individual must be accurate, detail-oriented, able to work independently and under pressure to meet deadlines. The Designer/Illustrator is part of the editorial staff and, as such, will be working as part of a team to produce the monthly publication.

- 3) Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The responsibilities listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions.
- 4) Responsibilities:
 - a) To provide visual design and illustration assistance to enhance and improve the aesthetics of the *Journal*.
 - b) Work with *Journal* staff and Publisher to prepare a yearly editorial calendar.
 - c) Work with the Editor in planning content of each issue.
 - d) To meet deadlines established in the publication schedule developed by the Editor and the Publisher.
 - e) Assist with production of the *Journal* to ensure it is distributed on schedule.
 - f) Produce all published material for easy conversion to electronic transfer for use on the Web Site and other media.
 - g) Create electronic files of all graphics and forward to PTG for publishing purposes.
 - h) Continually explore different media and more efficient methods of publishing material and report to Executive Director.

d. Additional Staff

Contributing, associate, assistant editors, and/or illustrators will be responsible for performing duties as assigned by the Editor and Publisher. The Board will retain the right to ratify the choice of contributing, associate, assistant editors and/or illustrators.

e. Feature Writer(s). Feature writers will be responsible to meet a deadline and/or prepare an article on a specific topic; they will be paid at a rate established by the Publisher. Feature writers may be volunteers or may be recruited by the Editor or a Contributing Editor.

f. Compensation

- 1) Editor. The Board of Directors will determine the monthly salary for the Editor.
- 2) Contributors. Fees paid to *Journal* contributors shall be established by the Publisher.
- 3) Feature Writers. Feature writers who commit to a series of articles may be paid at a rate established by the Publisher. Writers who review convention classes may receive an honorarium.
- 4) Disbursement. The Home Office will disburse funds; The Home Office will monitor the budget amounts and keep the Editor informed of total expenditures.

5. Editorial Policy

- a. Style sheet. The Editor shall create and make available a style sheet specifying criteria for submissions for publication.
- b. Internal designations. The use of the letters "CTE" or "Certified Examiner" or "Examiner Level", or language similar to this in ads, articles, etc., is not permitted unless expressly authorized by the Board of Directors unless the language is contained within an article approved for publication in the *Journal*. Material should be edited to avoid using "this country," "our country," etc.
- c. Acknowledgment/Rejection of submissions. The Editor will acknowledge receipt of articles within 30 days of receipt. If the Editor rejects a manuscript for publication, the author should be informed of this by the Editor. If the author of solicited or unsolicited manuscripts is a member of PTG, the Editor must list the specific points on which he/she is basing the rejection for publication.
- d. Published authors of the *Journal* have the privilege of responding to any rebuttals printed in the *Journal* in the same issue in which the rebuttals are printed. Authors of submitted rebuttals will not be allowed to alter them after being received by the Editor.
- e. Use of Editor Advisory Committee. If the *Journal* Editor rejects an article for publication and the author wishes to appeal the decision, the appeal must be directed to the Editor Advisory Committee. At the Editor's discretion, this committee may also provide pre-publication peer review of selected articles, to help the *Journal* authors, present the clearest, most accurate material possible.
- f. Requests for technical advice. The Editor is not expected to function as an "advice hotline" for technicians; requests for individual help and counsel will be considered inappropriate. A formal notice to this effect will be published in each *Journal*. Readers shall be encouraged to write with their questions; the Editor will answer in print those questions of interest

6. Copyright/Disclaimer

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By submitting items to the *Journal*, the author grants to PTG first time rights to publish and rights to re-publish the items in various publications of the Piano Technicians Guild, Inc. in whatever form, format or medium PTG shall choose, including, without limitation, electronic, online or print publications. Editorial content

may not necessarily reflect the views of the publisher. You may not use the trademarks or logos in the *Piano Technicians Journal* for any purpose including, but not limited to, use as "hot links" or meta tags in webpages or websites, without the written permission of PTG, or such third party that may own the trademark. Certain marks used in the *Piano Technicians Journal* are the property of parties other than PTG and are used in the *Piano Technicians Journal* with permission and/or to fairly identify the parties' products or services. All correspondence and inquiries should be addressed to: The Piano Technicians Guild, Inc., 4444 Forest Ave., Kansas City, KS 66106.

C. Other Publications

- 1. Manuals and Publications. All PTG publications, (e.g., CTE Manual, RPT Exams, Exam Resource Manuals etc.) will be made available to Board members upon request.
- 2. CTE Manual. Each handbook is to be labeled, "This handbook is the property of PTG for use by Certified Tuning Examiners only and must be returned to the Home Office." Handbooks are to be numbered in sequence and a distribution record is to be maintained by the Home Office.
 - a. The Piano Technicians Guild (PTG) owns the Registered Piano Technician (RPT) examinations and reserves these exams for its exclusive use. Any use of copyrighted exam materials by other organizations or individuals, without prior formal request and approval by the Board of Directors is prohibited.
 - b. The PTG recognizes that vendors may train their customers in the basic use of the tuning exam scoring programs included in their products.

ARTICLE IX - EDUCATION & TRAINING

- A. Grand Regulation In 37 Steps
 - 1. Instructor Selection
 - a. There should always be a minimum of six instructors from which teams will be formed as needed. Current instructors should locate, obtain consent, and recommend to the Board, additional instructors when openings become available or additional personnel are needed.
 - b. The Board shall be responsible for appointing all instructors.

B. Convention

One convention of the entire membership shall be held annually, if conditions permit, and shall be known as the Annual Convention. The Council shall meet at the time of the convention. The Board of Directors shall have complete responsibility for the management of Annual Convention and shall have the authority to delegate responsibility in accordance with the Convention Manual.

1. Purpose

The purpose of the Annual Convention shall be:

- a. To provide opportunities for professional development through training classes in piano technology and related fields.
- b. To provide members with an opportunity to discuss PTG organizational policies and procedures.
- c. To exchange ideas and work cooperatively for the improvement and expansion of PTG activities.

- d. Provide networking opportunities for technicians and learn from practitioners of other piano-related professions.
- e. Provide a showcase for products and services required by technicians to maintain and advance the practice of their profession.

2. Institute Team

- a. The Institute Team will be composed of up to five members. The normal rotation will be as follows: 1 year as an intern, 1-3 years in training, followed by 1 year as Institute Director. The Institute Director will then rotate off the committee for at least one year.
- b. Official policy concerning the Institute is contained in the Institute Handbook.

3. Site Selection

- a. Convention site selection shall be considered finalized when the Executive Director signs the contracts with the convention facilities.
- b. All convention hotel contracts shall require two signatures, those of the President and the Executive Director.
- c. All convention hotel contracts shall contain a "no penalty" escape clause to be in effect until board approval is obtained.

4. Convention Planning Meeting

- a. A convention planning meeting will occur each fall to plan the Annual Convention and Technical Institute for the following year. The results of this meeting will be presented to the Board.
- b. Interns for the Institute Team should attend the annual planning meeting to participate in the discussions and become knowledgeable of the policies and procedures involved in planning the convention.

5. Complimentary Registrations and Discounts

- a. Convention One-Day Attendance. One-day registrations for Institute classes at the convention will not be allowed.
- b. Past Presidents. Shall receive complimentary registration.
- c. Discounts. Annual Convention and Institute, members who are first-time attendees will receive a \$300 discount.
- d. Charter Members. Shall receive complimentary registration.
- e Board members shall be extended a complimentary registration, a banquet ticket, and a guest room at the convention hotel.
- f. Duplicate Complimentary Registrations. Persons attending the convention shall receive only one complimentary registration (e.g., a *Journal* Editor who also instructs will receive only a single registration.)

6. Host Chapter

- a. The local chapter shall be invited to propose a local host chairman for the convention to be approved by the Board. Duties and responsibilities of the local host committee are detailed in the Institute Handbook.
- b. The Host Chapter may be reimbursed up to \$600 for expenses incurred during the performance of host chapter responsibilities. The Host Chapter Chair shall be responsible for submitting all expense report forms through proper channels. If the host chapter desires, the Vice President may authorize an advance of up to \$200.

c. The Host Chapter Chair may receive one complimentary registration, one banquet ticket, and one complimentary valet parking pass for the convention hotel.

7. Exhibit Booths and Sales

- a. The PTG Foundation shall be extended one complimentary standard exhibit booth at the annual convention; supplemental contents or supplies to be billed directly to the PTG Foundation, if applicable.
- b. Only paid exhibitors are permitted to sell and/or take orders for merchandise at the convention. Exhibitors and their employees, representatives and agents may not sell or take orders except in their assigned booths.

8. Council Meeting

a. Delegate Registration

A Council Delegate Registration Form shall be made available to chapters two months before the deadline for return. A follow-up notification shall be sent to all chapters one month prior to deadline.

b. Credentials

- 1) It should be the duty of each chapter secretary to provide proper credentials for the chapter's delegate to Council and to ensure that such credentials are received by the PTG Secretary-Treasurer before the opening of any Council session.
- 2) If the properly completed credentials form has not been received at the Home Office before Council check-in, a letter authorizing the delegate to represent the chapter that is signed by an officer of that chapter may be presented as a substitute.

c. Agenda Books

Will be made available to each registered delegate and alternate 30 days prior to the start of the Council Meeting.

- d. Alternate Delegates
 - 1) Up to two alternate delegates for each chapter may be seated at the Council table and must sit with the delegate if present.
 - 2) An alternate may speak to a motion only with the delegate's consent. Alternates are not permitted to vote if the delegate is present.
 - 3) If an alternate does vote with the delegate present, he or she will be subject to loss of accreditation at the Council table and removal from the meeting.

e. Delegate Expenses

Chapters may bear all, or any portion of their delegate's and alternates' expenses incurred to attend a Council meeting, so long as there is no payment made for the time spent serving as a delegate or alternate.

f. Candidates For PTG Office

Lists of duties of officers and consent-to-serve forms shall be available at all Council and Caucus sessions.

9. Regional Meetings

Regional meetings shall be held during peak attendance at a time when most members will be able to attend.

10. RPT Examinations

- a. Exams shall be available at all PTG conventions.
- b. Examiners who participate in exams shall be eligible for reimbursement of one-fourth $(\frac{1}{4})$ their registration fee plus a per diem for each full day of service.

11. Awards at Convention

- a. Only officially approved awards shall be presented at convention. Additional awards may include the Jack Greenfield Award, the Jack Stebbins Examiner of the Year Award, Presidential Citations, and an award presented by the PTG Foundation.
- b. Outstanding Chapter Leader Award. This award is given to the chapter leader who goes farther than just planning and leading their regular meetings. The award is to be presented at the annual Leadership Luncheon.
- c. Recognition of Outgoing President. The ceremonial passing of the gavel shall take place during the Golden Hammer Banquet whenever a new President is elected. The outgoing President will receive the Presidential Medallion for their service as part of this ceremony.

A plaque recognizing the entire time spent volunteering on the Board of Directors shall be presented to the outgoing President at the Opening Awards Ceremony (along with other outgoing Board members).

12. Reserved Tables at Banquet

A table is to be reserved at the banquet for the staff of any manufacturer sponsoring a social hour before the Banquet so that they will have a place to sit after hosting that function.

13. Convention Expense Summary

A separate profit/loss report covering convention income and expenses is to be prepared by the Home Office as soon as possible following the event.

14. Policy for Institute Instructors

Accentuate the Positive - Eliminate the Negative

Institute instructors will emphasize solutions rather than problems. Instructors will advocate their personal methods without denigrating contrasting opinions. Instructors will provide information in a thought-stimulating manner.

No energy will be wasted lamenting over obstacles. Instructors will turn every obstacle into an opportunity for superior service. Instructors will not spend time complaining about things over which technicians have no control. The focus of Institute presentations will be on methods of dealing with problems that arise in daily piano service as well as in the restoration of fine instruments that have been neglected or abused. Instructors may also present positive methods of dealing with customers who are unhappy with their pianos.

C. Regional Conferences and Chapter Seminars

- 1. The Vice President may approve only one regional conference for any given date. Regional conferences and Chapter seminars may be approved for the same dates, but forms are to be submitted for all events. Any conference or seminar not approved by the Vice President shall be prohibited from making any reference to the Piano Technicians Guild.
- 2. RVPs are to keep in close touch with their regions and be aware of all proposed conferences and seminars to ensure that proper procedure is being followed.
- 3. Regional Conferences

a. Dates and Approval

- 1) Regional Conference approval should be submitted to the Home Office, using the proper form, 11 months prior to the event. The Home Office will obtain the necessary approvals.
- 2) Conferences will not be approved for dates two months preceding or following the Annual Convention without express permission from the Executive Committee.

4. Chapter Seminars

- a. Chapter seminar approval should be submitted to the Home Office, using the proper form, three months prior to the event. The Home Office will obtain the necessary approvals.
- b. Chapter seminars will not be approved for dates one month preceding or following the convention without express permission from the Executive Committee.
- c. Approval of chapter seminars shall be limited to two per year per chapter.

5. Advertising

- a. Only approved events shall be listed in the *Journal* or on the PTG website. Entries to be listed chronologically as space allows.
- b. All approved events shall receive advertising in the *Journal* at half the current rate.
- c. One free 2" display advertisement in the *Journal* shall be offered to all approved events.
- d. Approved regional conferences may request a maximum of three blast emails be sent to the membership by the Home Office for the purpose of advertising the event. Chapter seminars with approved events may request a maximum of two blast emails.

6. Contracts

Contracts for conferences and seminars with hotels and motels shall be strictly in the name of the sponsoring body and shall not be in the name of the Piano Technicians Guild. The "hold harmless" clause shall be part of each such contract.

7. Equipment Loans

The Home Office may make equipment (LCD projectors, action models, etc.) available for use by other subordinate bodies of the PTG. Equipment loans are to be made only for events which have been approved by the Executive Committee. The borrower must submit an Equipment Loan Form, available from the Home Office, and agree to the conditions listed on the form including, but not limited to, paying all shipping and handling costs, being responsible for lost or stolen equipment and maintaining the equipment while it is in their care and control.

8. Online Registration by Home Office

PTG may provide, as a service, online registration and fee collection including credit card processing for regional conferences. All expenses (credit card fees, postage, long-distance calls, etc.) directly related to providing this service shall be deducted prior to sending collected funds to the conference. Setup online is complementary however a \$25 fee shall be charged for any changes requested after the initial setup is approved.

ARTICLE X – REGISTERED PIANO TECHNICIAN (RPT) EXAMS

A. Examinations and Professional Credentials

The Piano Technicians Guild shall offer examinations to evaluate members' skills and knowledge in piano technology and to provide professional credentials for practitioners of the piano service trades. The fundamental professional credential conferred by the PTG in the field of piano tuning, service and maintenance shall be known as the Registered Piano Technician (RPT). The membership status of Registered Piano Technician shall be awarded to members who pass the Written, Technical and Tuning Examinations.

- 1. PTG examinations may only be administered to members in good standing.
- 2. PTG examinations, current or past versions, shall not be used for any purpose not specifically sanctioned by the PTG.
- 3. The passing grade in all PTG sanctioned examinations shall be 80%.
- 4. Exams shall be the current version and may be given at any examination site provided proper procedures are used and requirements for equipment and qualifications of examiners are met. Such procedures and requirements shall be stated and treated in detail in the official Exam Policy Manual and the Examination Manuals.
- 5. Exam fees shall be established by the Board of Directors, after recommendation by the ETSC. Exam fees shall be divided between the exam sponsor and the PTG.
- 6. The PTG shall promote the credentials and endorsements resulting from PTG examinations as standards of professional competence in the piano service trades.
- 7. The PTG may provide educational assistance to its members who wish to attain standards of competence required by the RPT credential.

B. Requirements for Passing the RPT Exams

- 1. Candidates may apply for the RPT exams at any time. PTG membership numbers must appear on all applications and exam forms.
- 2. The written exam must be passed prior to attempting either the Technical or the Tuning Exam. To pass the RPT Written Exam, the examinee must score at least 80%.
- 3. To pass the RPT Tuning and Technical exams, the candidate must score at least 80% in each section of the exams. Any part of the Tuning or Technical Exam may be retaken for one-third the full exam fee. If Part 2 of the Tuning Exam is not passed, Parts 1 and 2 must be retaken together. If any two parts or sections of either the Tuning or Technical Exams are failed, they must be retaken together. Exam Retakes may be taken up to two times within 25 months of the original exam. If two portions of the Technical Exam are failed, they must be retaken together.
- 4. If all retake options have been exercised and failed, the current version of the entire exam must be retaken.
- 5. Upon meeting these requirements and completion of record keeping, the Home Office will notify the candidate of reclassification as a Registered Piano Technician.

C. Exam Sponsors

- 1. Definition: Exam sponsors are defined as those constituent entities within the PTG eligible to benefit from exam fee income. Individuals, businesses, corporations, or other entities that are not integral parts of the PTG, may not benefit from exam fee income and therefore cannot sponsor exams; however, they may provide facilities, equipment, donations, and other assistance to exam sponsors.
- 2. The following entities are eligible to sponsor PTG exams:

- a. The Examinations and Test Standards Committee (ETSC). ETSC may sponsor exams at Annual Conventions and at other permanent or temporary exam sites set up through the Home Office.
- b. Area Exam Boards (AEB). AEBs shall be subordinate bodies of the PTG whose function is to administer Tuning and Technical exams within a specified geographical area in which several chapters may be located. AEBs shall be self-governing, maintain their own treasuries and shall not be subject to the authority of any chapters, their officers, or committees.
- c. PTG Chapters. Chapters may sponsor exams for members of their chapter or of other chapters. At their discretion, chapters may refuse to sponsor exams for applicants other than their own members.
- d. Regional Conference Organizations (RCO). RCOs are encouraged to sponsor exams at their own State or Regional conventions.
- 3. Exam sponsors are responsible for providing appropriate facilities, equipment and staffing for administering exams.
- 4. Exam sponsors shall set clear and consistent policies regarding examiner reimbursement for necessary and reasonable expenses incurred in connection with exams, including but not limited to examiner travel to exam sites, maintenance of exam equipment, postage fees and telephone costs.
- 5. Exam sponsors are not required to underwrite the expenses of training or certifying examiners but may do so at their discretion.

D. Exam Fees

- 1. Fees for the RPT Exams shall be as follows: Written Exam \$25.00; Technical Exam \$210; Tuning Exam \$210. If exam fees are increased or decreased, the new amounts must be evenly divisible by three to easily allow for prorating of fees on partial Retakes.
- 2. Exam fees are to be paid directly to PTG and shall be remitted to the Home Office in advance of the exam. Upon receipt of payment, the candidate shall receive a voucher or other proof of payment that shall be accepted by all exam sites and sponsors in payment for the specified exam(s). Payment procedures shall be detailed in the Exam Policy Manual. Vouchers shall expire five years from the date issued.
- 3. The Home Office shall remit to the exam sponsor one-half the full exam fee for each Tuning or Technical Exam properly administered, and the same proportion for partial Retakes, as allowed. This is only after the fee voucher or other proof of examinee's payment is submitted on behalf of the exam sponsor, together with a properly completed exam score form. Fees from RPT exams sponsored by the ETSC shall also be retained by the PTG in their entirety.
- 4. Exam fees may be waived for RPTs who sign a "Consent to Serve as Examiner" form prior to the exam provided the number of such waivers and exams does not exceed three in any five-year period. If records indicate that a waiver was erroneously given for any exams in excess of this number, the Home Office shall notify the ETSC chair, bill the examinee at the current exam fee rate, and transmit to the appropriate exam sponsors their portion of the fee.
- 5. Revenue from exam fees shall be used in offsetting administrative, equipment, and personnel costs of PTG exams. Exam sponsors shall have full discretion over allocating their portion of the exam fees to specific exam uses.

E. Exam Recordkeeping

- 1. The Examiner-in-Charge, on behalf of the exam sponsor, must transmit score forms to the Home Office for every exam administered, including failed exams and exams left incomplete.
- 2. Exam fees may not be disbursed to exam sponsors if appropriate exam forms are not enclosed with the exam fee voucher.
- 3. RPT candidates may not be reclassified unless all relevant score forms are in their Home Office file.
- 4. The Home Office, ETSC and Exam Sponsors are authorized to maintain exam records for specific purposes only, in conformance with confidentiality requirements as detailed in the Exam Policy Manual.

F. Administrative Requirements

- 1. Revised exams shall become effective and deemed current upon Board of Directors' approval. Official notification to all certified examiners shall be made by the ETSC. Revised exam manuals, updates, and other related publications will be distributed by the Home Office. Exam version dates shall be published in the Members' Area of the website, the *Piano Technicians Journal*, and in newsletters.
- 2. In administering exams, all the requirements and procedures outlined in the Bylaws, Organizational Policies, Exam Policy Manual, Examination Manuals, booklets, and updates shall be followed in every case so that all exams will be given as fairly as possible, and the results will be comparable among all exam sites. In exceptional circumstances with an exam, for which no specific instructions are found in Policy/Exam Manuals, the Examiner-in-Charge may use his or her discretion to devise a course of action in keeping with the intent of the manuals. In the event of other exceptions, the Chair or Sub-chair may consult with members of the ETSC as needed, to devise a course of action.
- 3. Exam sites shall be staffed as follows:
 - a. The Written Exam shall be administered by at least one RPT.
 - b. The Technical Exam shall be administered by at least two RPTs with the stipulation that at least one of the RPTs shall be a Technical Examiner, Certified (TEC). Master regulations of action models shall have been done under the leadership of one TEC assisted by at least one other RPT.
 - c. The Tuning Exam shall be administered by at least three RPTs with the stipulation that at least one of the RPTs shall be a Certified Tuning Examiner (CTE). The master tuning shall have been done under the leadership of one CTE assisted by at least two other RPTs.
- 4. The ETSC shall establish qualifications and training procedures for certifying CTEs and TECs. Training procedures shall include minimum requirements for supervised work on actual exams, and qualifications for persons authorized to train candidates for certification. All such qualifications and procedures shall be detailed in the Exam Policy Manual.
- 5. The ETSC shall institute protocols and procedures for assessing certified examiners' skills in the performance of their duties and their knowledge of current exam procedures. ETSC at its discretion may require renewal of certifications under specified circumstances and at specified time intervals. Such protocols, processes and requirements shall be detailed in the Exam Policy Manual.

G. Examiner Expense Reimbursement

- 1. Examiners shall not receive any compensation for services as an examiner.
- 2. Examiners may be reimbursed by the exam sponsors for all necessary and reasonable expenses incurred in the performance of their duties as examiners. However, such reimbursement is not guaranteed, and examiners are responsible for finding out in advance the specifics of the reimbursement policy.
- 3. Neither The Piano Technicians Guild, Inc. nor the ETSC shall be required to reimburse any examiner expenses incurred without prior authorization.
- 4. Signing the Consent to Serve as Examiner form does not obligate examiners to provide exams without reimbursement of expenses as in paragraph 2 above.

H. Examiner Ethics

- 1. PTG Examiners shall always strive to maintain strict confidentiality of specific exam results using all reasonable precautions to prevent unauthorized individuals from having access to or knowledge of such results.
- 2. PTG Examiners should always bear in mind that there is no membership classification within PTG above that of a Registered Piano Technician.
 - a. The designator "Certified Tuning Examiner", "CTE", "Technical Examiner (Certified)", "TEC", or combination of both for members who are currently certified as either or both may be used in advertising of a member.
 - b. The explanation "Certified to administer the Piano Technicians Guild Tuning (or) Technical (or both) Exam(s)" may be included if space or advertising purposes allow.
 - c. These certifications must not be represented to the public as rank or elite status.
- 3. Examiners shall strive to follow with the greatest possible precision all current exam manuals and written instructions issued by ETSC through PTG publications and by direct written communication. Examiners are responsible for maintaining their knowledge of the most current exam procedures through the Examiner Newsletter and (if possible) PTG Examiner e-mail list. Examiners should bring to the attention of ETSC any improprieties in exam administration and any misinformation about PTG exams that comes to their attention.

I. Miscellaneous

- 1. RPTs shall be encouraged, but not required, to take Refresher Exams, which are defined as the current set of RPT exams. This is to:
 - a. Facilitate the statistical studies and refinement of exam procedures and scoring
 - b. Help RPTs assess their current tuning and technical skills
 - c. Familiarize them with current exam practices and procedures
 - d. Develop valuable skills to become future examiners
- 2. The Refresher Exams may be administered by a single CTE or TEC, without assistance from additional examiners. The membership status of the RPT shall not be affected by the results of such exams. There will be no charge for these exams.

J. Reciprocal Rights Agreement

Members in good standing with the Australasian Piano Tuners and Technicians Association (APTTA) may apply for membership in the PTG in accordance with Article I. Those APTTA members, who are in good standing as an Australasian Registered Piano Technician (ARPT) and have passed the ARPT tuning portion of the exam by setting, at a minimum, the temperament and mid-range sections aurally, will be recognized as a Registered Piano Technician (RPT) once their membership is accepted by the PTG.

ARTICLE XI – OPERATING POLICIES

A. Antitrust Policy

- 1. PTG shall comply with Federal Antitrust Laws.
- 2. PTG's antitrust policy shall be based upon the most recent federal anti-trust laws and shall be developed and maintained by the Home Office. To promote a common understanding of anti-trust issues, PTG's anti-trust policy document will be distributed as necessary to PTG members.
- 3. To promote the societies best interest by encouraging healthy competition and promoting legitimate business growth, to promote economic liberty aimed at preserving free and unfettered competition among its members, the Piano Technicians Guild, Inc. (PTG) pledges to support national antitrust and consumer protection laws and regulations. There is no reason for an individual or company to withhold participation in, support for, or membership in PTG for fear of violating the antitrust laws.

There are, however, areas of the law that PTG members should know about to maintain strict compliance with the antitrust laws.

The antitrust laws prohibit "combinations or conspiracies in restraint of trade." Strict compliance with antitrust laws by trade associations and their members is essential since members of trade associations are usually competitors. Because trade associations are by definition a "combination," they are viewed with suspicion and, by definition, are half of an antitrust case. The other half of an antitrust case is the anticompetitive conduct. Generally, this means that PTG members should not discuss with other members pricing, markups, division of markets or allocation of customers. The penalties can be severe! The PTG Antitrust Policy provides more detailed guidelines with which you should familiarize yourself and with which you should comply.

People join the PTG to pursue common business interests and purposes. PTG provides useful services for the benefit of members, including education, information sharing and advancing the interests of members. PTG and each of its directors, officers and members should conduct themselves so that no antitrust laws are violated when engaging in these activities. Even seemingly casual or inadvertent discussions at meetings or social gatherings (whether sponsored or not, by PTG) can have antitrust consequences if misconstrued by government investigators. A conviction for violation of the antitrust laws can carry stiff fines for the association or its members or both. Individuals who participated in the violation may receive a jail sentence.

The Board of Directors has established this Antitrust Policy to alert members to those types of activities, which are most likely to raise antitrust concerns and to provide guidance for avoiding antitrust liability.

Discussion at association meetings may cover a broad range of issues pertinent to the interests or concerns of participants, most of which do not have antitrust implications. A number of topics that might be discussed at association meetings raise antitrust and trade regulation issues; some of these topics are:

1. Price Fixing. Historically, association members have been most likely to violate, and the government has been most likely to strictly enforce, the price-fixing prohibitions of the Sherman Act. A price-fixing violation may be inferred from similar price behavior by members, even in the absence of a written or oral

- agreement. If price-fixing is established, PTG and its members may not defend the claim on the basis that the prices set are reasonable or that the ends sought through the price-fixing behavior are beneficial to consumers.
- 2. Agreements to Divide Customers. An agreement among members of an association to divide customers is, in and of itself, a criminal act. The antitrust laws expressly prohibit any understanding or agreement between competitors or members of an association involving division or allocation of customers. Even an informal agreement whereby one member agrees to stay out of another's territory will constitute a violation of the antitrust laws. As with price-fixing, PTG and its members may not defend the claim on the basis that the allocation is beneficial.
- 3. Membership Restrictions. Assuming the members of an association derive an economic benefit from membership, the denial of membership to an applicant may constitute a restraint of trade because it may limit the ability of the applicant to compete. Therefore, membership criteria must be carefully established with a view toward avoiding antitrust problems.
- 4. Standardization and Certification. An association that develops voluntary industry standards may face antitrust problems if the standard favors some competitors and discriminates against others. Similarly, association certification activities which further the interests of certain groups, to the exclusion of others, may result in antitrust problems.
- 5. Industry Self-Regulation. Associations commonly establish codes of ethics for their members, including procedures for enforcement of such codes. PTG must guard against any efforts to enforce such codes of ethics unreasonably if such enforcement would result in economic injury to certain members. Further, PTG must give a member due process before taking any significant disciplinary action against the member.
- Boycotts. Members cannot use trade associations as a tool to suppress competition by refusing to deal with nonmembers or refusing to deal with those who deal with nonmembers. Accordingly, PTG and its members must not enter into any agreements to refuse to deal with certain competitors, customers, or suppliers.
- 7. Information Exchanges. Associations, such as PTG, may conduct economic surveys and exchange information regarding costs and how to accurately determine the cost of doing business. "Price surveys" of current prices or charges are prohibited. Any survey that collects current data on revenues on an item-by-item, product-by-product or service-by-service basis creates major antitrust issues and must be reviewed by counsel prior to circulation.

Accordingly, participants at association meetings, whether they be formal or informal meetings of the membership, the governing board, officers, committees, or subcommittees, must be made aware that discussion of certain subjects raise grave antitrust dangers and therefore must be avoided. Ordinarily association meetings should avoid discussions of the following issues lest an understanding or agreement on the subjects, expressed or implied, be affected and subsequently challenged as violating antitrust or consumer protection laws.

There must be no discussions at association meetings that may in any way tend to:

- a) Raise, lower, or stabilize prices or fees
- b) Regulate schedules
- c) Affect the availability of products or services
- d) Allocate markets, territories, or customers
- e) Encourage boycotts or exclusions of products or services
- f) Foster unfair practices involving advertising, merchandising, standardization, certification, or accreditation
- g) Encourage anyone to refrain from competing
- h) Limit or exclude anyone from manufacture, sale, or practice
- i) Result in illegal brokerage or rebates
- i) Affect improper reciprocity in dealing, or
- k) Regulate current or future prices

In addition, there should be no discussion of what constitutes a fair profit or margin level, possible increases or decreases in prices, standardization or stabilization of prices, pricing procedures, refusal to deal with a firm because of its pricing or distribution practices, whether or not the pricing practices of any industry member are unethical or constitute an unfair trade practice, market share, customer or supplier classification, allocation or selection, decisions to quote or not to quote, or sales territories.

Other topics lead to antitrust and trade regulation issues that are complex and have long series of court and agency decisions and opinions relating to them but are not per se illegal. These areas include membership restrictions, categories, and termination; membership services to nonmembers; trade show restrictions; business or professional codes; statistical programs; cost programs; standardization and simplification; product certification; professional restrictions and credentialing; joint research; credit reporting; and group buying. Each of these areas has separate antitrust implications so should be discussed only with the advice of counsel.

From a positive point of view, ordinarily, there can be appropriate discussions at association meetings that have as a purpose or result:

- 1. Reporting on general industry or profession economic trends
- 2. Describing advances or problems in relevant technology or research
- 3. Demonstrating methods by which an individual or firm can become more profitable by acquiring a better knowledge of its own costs
- 4. Summarizing effective methods of purchasing, manufacturing, and marketing
- 5. Educating about various aspects of the science and art of management
- 6. Considering industry or profession relations with local, state, or federal governments
- 7. Reporting or experiences and developments in employment relations
- 8. Relating efforts toward improvement of products
- 9. Developing ways to respond to consumer or environmental issues and
- 10. Effecting energy use and supply

Because the area of antitrust and consumer protection laws is so important, the discussions held at PTG meetings justifies constant and intense monitoring by legal counsel experienced in antitrust implications of association policies and programs. The ramifications of antitrust laws and trade regulations are subtle and dynamic. They are not

necessarily avoided merely by avoiding discussion in the areas indicated in this policy. If there is a question concerning the agenda, it should be forwarded to the PTG attorney for review.

B. Website Terms of Use

The Piano Technicians Guild Web Site(s), and all of Sites and information are provided under these "Terms of Use" and any amendments to these Terms of Use that may be posted by the Piano Technicians Guild from time to time (collectively, the "Agreement"). By accessing, browsing and/or using this site and/or any web site provided by Piano Technicians Guild, you agree to be bound by the agreement. The Agreement constitutes the entire agreement between you and the Piano Technicians Guild and supersedes any prior agreements between you and the Piano Technicians Guild regarding the use and contents of this Web Site.

- 1. Privacy Piano Technicians Guild is committed to protecting your privacy. The information obtained through your use of the site, or through any registration process or otherwise, is subject to our Privacy Policy.
- 2. Modifications to this Agreement Piano Technicians Guild may make changes to this Agreement from time to time in its sole discretion and will post any such changes on the Web Site(s). Use of the Web Site(s) after any changes are made constitutes acceptance of any such changes.
- 3. Modification or Suspension of the Web Site(s) Piano Technicians Guild may, in its sole discretion, and at any time, discontinue, suspend, or modify its operation of the Web Site(s), or any part thereof, temporarily, or permanently, without notice to you, and Piano Technicians Guild shall not be liable for any consequences to you from that action.
- 4. User Content All text, graphics, software, music, sound, photographs, videos, messages, posts, data, information, or other materials ("Content") are the sole responsibility of the person from whom the Content originated. Thus, you are responsible for all Content that you disseminate or transmit through or by means of the Web Site(s).

Piano Technicians Guild and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Web Site(s). Without limiting the foregoing, Piano Technicians Guild and its designees shall have the right to remove any Content that violates these Terms of Use or is otherwise objectionable in the absolute discretion of Piano Technicians Guild. You must evaluate, and you will bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. Piano Technicians Guild may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of thirdparties; or (d) protect the rights, property, or personal safety of Piano Technicians Guild, its users and the public. The technical processing and transmission of the Web Site, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

a. Policy Online Job Posting at PTG Hosted Sites

- 1) No posts advertising any open job positions, or any other solicitations of employment shall be offered or sought by individuals within communities at my.ptg.org, or any of the other social media platforms PTG maintains. Any such postings will be removed.
- 2) Those seeking to advertise job opportunities or seek employment may do so through advertising via the online Classified ad section of www.ptg.org and/or through the *Piano Technicians Journal*.
- 3) Individual members may, within my.ptg communities, post announcements related to individual employment status such as leaving or taking a job. The posting shall not include specific links or details about any open job positions.
- 4) PTG members will be given the opportunity to receive instant notification of any job posted via the Classified Ads section of my.ptg.org by subscribing to the Piano Jobs community and selecting instant notification.
- f. The Web Site(s) shall not be used by you in any way to:
 - 1) post, disseminate or transmit any Content that is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortuous, libelous, or invasive of another's privacy,
 - post, disseminate or transmit any Content which infringes or violates any party's copyright, trademark, trade secret, patent, or other proprietary right, including but not limited to using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, and using or distributing third party information protected as a trade secret in violation of a duty of confidentiality,
 - 3) post, disseminate or transmit any viruses or other harmful, disruptive, or destructive files, code, or programs,
 - 4) intentionally or unintentionally violate any local, state, national or international law,
 - 5) post, disseminate or transmit any unauthorized advertising, promotional materials, chain letters, spam, junk mail or any other type of unsolicited mass e-mail to people or entities that have not agreed to be part of such mailings,
 - 6) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, forge headers or otherwise manipulate identifiers to disguise the origin of any Content transmitted through the Web Site,
 - 7) disseminate or transmit any content that you do not have the right to disseminate or transmit under law, or contractual or fiduciary relationships,
 - 8) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges,
 - 9) interfere with, disrupt, or harm in any way the Web Site(s) or servers or networks connected to the Web Site(s),
 - 10) stalk or otherwise harass another,
 - 11) collect or store personal data about other users,

- 12) harm minors in any way,
- 13) engage in any activities that would violate the personal privacy rights of others, including but not limited to, collecting, and distributing information about Internet users without their permission, except as permitted by applicable law,
- 14) intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing and Internet protocol addresses,
- 15) engage in any activities intended to withhold or cloak identity or contact information,
- 16) use the Web Site(s) for any illegal purpose, in violation of any applicable laws or regulations or in violation of the rules of any other web site providers, web sites, chat rooms, or the like.
- 5. Permissions By posting Content to the Web Site(s), or by transmitting Content using the Web Site(s), (1) you represent and warrant to Piano Technicians Guild that they have all necessary permission to post or transmit the information, and (2) you grant to Piano Technicians Guild a worldwide, non-exclusive, perpetual, royalty-free, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.
- 6. International Use You must comply with all applicable local laws regarding online conduct and acceptable Content, including without limitation, laws regarding the transmission of technical data exported from the United States or the country in which you reside.
- 7. No Reselling of Web Site(s) You may not sell or resell for any commercial purposes any portion of the Web Site(s) or sell the use of or access to the Web Site(s).
- 8. Termination Piano Technicians Guild may, in its sole discretion, and at any time, terminate use of the Web Site(s), and may remove or delete any Content within the Web Site(s), for any reason, without prior notice. Piano Technicians Guild shall not be liable to you or to any third-party for any termination of use of or access to the Web Site(s). In the event of any termination of this Agreement or use of or access to the Web Site(s), the provisions regarding Proprietary Rights, Indemnification, Disclaimer or Warranties, and Limitations of Liability shall survive any such termination.
- 9. Proprietary Rights You should assume that content available through the Web Site(s), including without limitation, content in the form of text, graphics, software, music, sound, photographs, and videos, and content provided by suppliers, sponsors, or third-party advertisers, is protected by copyrights, trademarks, Web Site marks, patents, or other proprietary rights and laws regardless of whether a copyright notice appears on all material, unless otherwise noted. Except as expressly authorized by Piano Technicians Guild or the applicable supplier, sponsor, or advertiser, you may not copy, modify, rent, lease, loan, sell, assign, distribute, license, reverse engineer or create derivative works based on the Web Site(s) or any content (including without limitation any software) available through the Web Site(s).
- 10. Permission to Use Materials In consideration for your agreement to the terms and conditions contained herein, PTG grants you a personal, non-exclusive, non-

transferable license to access and use the Sites. You may download material from the Sites only for your own personal, non-commercial use provided you keep intact all copyright, trademark, and other proprietary notices. Modification of Content or use of Content for any other purpose is a violation of the rights of PTG or third parties. Using this information for commercial gain or taking control of the information by reusing or reposting without prior approval from PTG would be detrimental to PTG and is a violation of international copyright law. In addition, you agree to indemnify, defend, and hold harmless PTG for all unauthorized uses you may make of any material on the site. For permissions or to advise of links to this site, e-mail exec@ptg.org.

11. Disclaimer of Warranties - Use of the Web Site is at your sole risk. The Web Site is provided on an "as is" and "as available" basis. To the fullest extent permissible pursuant to applicable law, Piano Technicians Guild expressly disclaims all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose and non-infringement.

Piano Technicians Guild does not make any warranty that the Web Site(s) will meet your requirements, or that the Web Site(s) will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected; nor does Piano Technicians Guild make any warranty as to the results that may be obtained from the use of the Web Site(s), as to the accuracy or reliability of any information obtained through the Web Site(s), as to the quality of any products, web sites, information or other material purchased or obtained by you through the Web Site(s) or as a result of the Web Site(s), or as to any transactions entered into by use of or as a result of the Web Site(s).

Any material and/or data downloaded or otherwise obtained using the Web Site(s) is at your own discretion and risk, and neither Piano Technicians Guild, nor its subsidiaries, affiliates, officers, directors, employees, agents, or suppliers will be responsible for any damage to a computer system or loss of data that results from the download of such material and/or data.

No advice or information, whether oral or written, obtained by you from Piano Technicians Guild or through the Web Site(s) shall create any warranty not expressly made herein.

12. Limitations of Liability - Under no circumstances, including, without limitation, negligence, shall Piano Technicians Guild or its affiliates, officers, directors, employees, agents, or suppliers be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, use, data, goodwill, or other intangibles, even if Piano Technicians Guild or its supplier has been advised of the possibility of such damages, resulting from: (1) the use or the inability to use the Web Site(s), (2) the cost of procurement of substitute goods and Web Sites resulting from any goods, data, information or web sites purchased or obtained or messages received or transactions entered into by means of or through the Web Site(s), (3) unauthorized access to or alteration of your transmissions or data, (4) the statements or conduct of any third party on the Web Site(s), or, (5) any other matter relating to the Web Site(s). Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above may not apply to you.

- 13. Storage of Content Piano Technicians Guild may establish, in its sole discretion and without prior notice to you, a maximum amount of storage space that it will maintain for Content disseminated or transmitted through the Web Site(s). Piano Technicians Guild shall have no responsibility or liability for the deletion or failure to store any messages, communications or other Content maintained, disseminated, or transmitted through the Web Site(s).
- 14. Contact With Third Parties Your dealings with third parties found on or through the Web Site(s), including participation in promotions, the payment for and delivery of goods and web sites, and any terms, conditions, warranties, or representations associated with such dealings are solely between you and the third party. Piano Technicians Guild does not make any representations or warranties with respect to any goods or Web Sites which may be obtained from such third parties, and Piano Technicians Guild will have no liability with respect to any loss or damage of any kind incurred because of any dealings you and any third party, or as a result of the presence of such third parties on the Web Site(s).
- 15. Links The Web Site(s), or third parties on the Web Site(s), may provide links to other sites and/or resources over which Piano Technicians Guild has no control. Piano Technicians Guild has no responsibility for and no liability for the availability of such external sites or resources, or for the Content, advertising, products, or other materials available through such sites or resources.
- 16. Indemnification You agree to indemnify and hold harmless Piano Technicians Guild, its affiliates, officers, directors, agents, employees, co-branders or other partners, and suppliers, from any claim, demand, action, or damage, including reasonable attorneys' fees, made by any third party due to, arising out of, or related to your use of the Web Site(s), content you submit, post, or transmit through the Web Site, your violation of the Agreement or any rights of another, or your connection to the Web Site(s).
- 17. Trademark Notices Piano Technicians Guild and Piano Technicians Guild logo and trade dress are trademarks of Piano Technicians Guild. You may not use or display these marks without Piano Technicians Guild prior written consent. All other trademarks appearing on the Web Site(s) are the property of their respective owners.
- 18. Copyright, Copyright Agent If a copyright owner believes that their work has been copied in a way that constitutes copyright infringement, please provide Piano Technicians Guild's Copyright Agent with the following information:
 - a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest, and
 - b. A description of the copyrighted work that is claimed to be infringed, and
 - c. A description of where the material that is claimed to be infringed is located on the Web Site, and
 - d. The complainant's address, telephone number, and email address, and
 - e. A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law, and
 - f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Piano Technicians Guild's Copyright Agent for Notice of claims of copyright infringement on its site is:

Piano Technicians Guild, Inc

4444 Forest Avenue

Kansas City, KS 66106-3750

Phone: 913-432-9975 Fax: 913-432-9986 info@ptg.org

www.ptg.org

- 19. Applicable Law, Forum This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to its conflict of law provisions. You and Piano Technicians Guild agree to submit any dispute arising under this agreement to the exclusive jurisdiction of the federal and state courts located within the county of Wyandotte County, KS.
- 20. Miscellaneous If any provision of this Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect.

You agree that any claim or cause of action that you may assert arising out of the use of the Web Site(s) or this Agreement must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Any failure by Piano Technicians Guild to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

21. Additional Information - This Web Site is an official bulletin of Piano Technicians Guild and is intended to provide general information. It contains the most current policies, regulations, procedures, and fees.

Piano Technicians Guild reserves the right to make changes at any time to reflect current board policies, administrative regulations and procedures, amendments by state law and fee changes. Information provided on this Web Site is subject to change without notice and does not constitute a contract between Piano Technicians Guild and you. Piano Technicians Guild is not responsible for any misrepresentation or provisions that may arise as a result of errors in preparation.

C. E-Group Rules & Etiquette

Online Community Rules & Etiquette Guidelines

Thank you for being part of our community. By joining and using any community on the PTG website, you agree that you have read and will follow these rules and etiquette guidelines. These rules and guidelines will be updated as needed, and the current version will always be available to view by clicking the "help" button on the website.

To preserve a climate that encourages both civil and fruitful dialogue, we reserve the right to reject any message from anyone who violates these rules, as well as the right to suspend or terminate membership in this community for such violations. We also reserve the right to allow, limit, edit, moderate, delete, move, and curate communities and community content as needed to ensure the best possible experience for community members and the public.

If you have questions about these rules, contact The Piano Technicians Guild Home Office via the Contact Us link on this site.

The Rules

Discuss Pianos

The PTG communities are for discussing pianos, piano service, and the PTG. Discussions of societal, religious, political, medical, or other potentially divisive or alienating topics and the airing of beliefs about such topics have no place on the PTG communities. While discussions may occasionally stray from the original topic of a post, community members should not hijack threads through multiple off-topic responses. Reserve discussions and shared files, content, and links to that which is suitable for a piano technology forum.

• Be Professional and Respectful

It is okay to disagree or share different opinions, but it is not okay to use rudeness when responding to others. Disrespectful behavior, insults, threats, and other abusive forms of communication, whether clearly stated or implied, are not allowed. All defamatory, abusive, profane, obscene, threatening, offensive, or illegal materials are strictly prohibited. Remember that other participants have the right to reproduce anything you post to this site unless you specify otherwise.

• No Commercial Messages

Don't post commercial messages on any discussion list, resource library entry, or other area where others might see it. Use caution when discussing products. Information posted on the lists and in the libraries is available for all to see, and comments are subject to libel, slander, and antitrust laws.

Report Violations

If a posted message violates the Community Rules users can notify the appropriate group by clicking the "Mark as Inappropriate" button. Use of the "Mark as Inappropriate" button is taken seriously, and the complaint will be investigated. It is your responsibility to use the system sparingly and appropriately. The message will be reviewed in context, and if the rules appear to be violated by the author, either that individual will be asked to edit their post, or the post will be removed. Continued offenses will result in a suspension of access to the forums.

• Note carefully "The Legal Stuff" below

Online Community Etiquette

1. Be Helpful

This is a great medium with which to solicit the advice of your peers, benefit from their experience, and participate in an ongoing conversation. PTG's technical forums can be a very valuable source of learning for technicians at every level, but especially for beginners. Please remember that everyone started out as a beginner, and seemingly obvious questions are not so obvious to those with less experience. Please try to make newer technicians feel welcome and remember that questions from new technicians often spark the most valuable discussions.

2. Keep it Short

- a. State concisely and clearly the topic of your comments in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.
- b. Warn other list subscribers of lengthy messages either in the subject line or at the beginning of the message body with a line that says, "Long Message."

3. Keep it Organized

- a. When possible, include only the relevant portions of the original message in your reply. Delete any header information and put your response before the original posting.
- b. Include a signature tag on all messages. Include your name, chapter, affiliation, location, etc.
- c. Consider posting a thread in only one community and linking to that thread from another community rather than cross posting. Example: Post a new message in Pianotech. Copy the URL. Go to your chapter community and create a new message. Click "insert link." Paste the URL in the appropriate box. Click "OK". Describe the link and click "Post."

4. Post to the Appropriate Audience

- a. Only send a message to the entire list when it contains information that everyone can benefit from.
- b. Send messages such as "thanks for the information" or "me, too" to individualsnot to the entire list.
- c. Do not send administrative messages, such as remove me from the list. Instead, use the web interface to change your settings or to remove yourself from a list. If you are changing e-mail addresses, you do not need to remove yourself from the list and rejoin under your new e-mail address. Simply change your settings.

Questions should be directed to The Piano Technicians Guild Home Office via the Contact Us link on this site. Technical questions on association management issues should also be directed to the Home Office or you may call 913-432-9975.

The Legal Stuff

This site is provided as a service for the members of The Piano Technicians Guild. The Piano Technicians Guild is not responsible for the opinions and information posted on this site by others. We disclaim all warranties with regard to information posted on this site, whether posted by The Piano Technicians Guild or any third party; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall The Piano Technicians Guild be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of any information posted on this site.

Do not post any defamatory, abusive, profane, obscene, threatening, offensive, or illegal materials. Do not post any information or other material protected by copyright without the permission of the copyright owner. By posting material, the posting party warrants and represents that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants The Piano Technicians Guild and users of this site the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material.

All members should be familiar with PTG's Antitrust Guidelines and abide by them when posting information. Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or implicitly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers.

The Piano Technicians Guild does not actively monitor the site for inappropriate postings and does not on its own undertake editorial control of postings. However, if any inappropriate posting is brought to the attention of The Piano Technicians Guild, we will take all appropriate action.

The Piano Technicians Guild reserves the right to terminate access by any user who does not abide by these guidelines.

The Piano Technicians Guild may, in its sole discretion, and at any time, discontinue, suspend, or modify any community, or any part thereof, temporarily, or permanently, without notice to you, and the Piano Technicians Guild shall not be liable for any consequences to you from that action.

If you have any questions about these E-Group Rules & Etiquette or have a concern that these provisions are being violated, please contact the PTG Executive Director at exec@ptg.org. For any other information please contact us using the Contact Us page.

D. Privacy Policy

The Piano Technicians Guild, Inc. (or "PTG") has created this privacy statement ("Policy") to demonstrate our firm commitment to the privacy and the confidentiality of our members. We endeavor to comply with all federal and state laws pertaining to privacy. The following discloses the information gathering and dissemination practice of PTG.

1. Information Collection and Storage

your rights and privileges as a member.

- a. Collection of Personal Information
 When you join PTG, request membership information or make a financial transaction (PTG Store, event registration, etc.), we ask you to provide information that personally identifies you and allows us to process your membership or to contact you. This information includes your name, work and home mailing address, employer, phone numbers, e-mail addresses, web site addresses, your credit card information if submitted for payment purposes, and other information to assist us in keeping you informed of PTG activities and
- b. Storage of Personal Information
 The information is retained in the active database maintained at the PTG Home
 Office and in individual hard copy member files maintained at the PTG Home
 Office.

Credit card information obtained for purposes of paying dues, purchasing PTG Store items or registering for PTG events and classes is not stored with the membership record or available to other PTG members. PTG staff retains this information separately for internal processing only.

Names and contact information for RPTs is available in the public area of the PTG Web Site for referral purposes. RPTs may choose not to be listed or limit the contact information listed. All PTG members are also listed in a searchable directory on the PTG Web Site accessible only by members via personal login information.

2. Information Use

- a. PTG Staff. PTG's Home Office staff uses this information to maintain your membership and to provide you with standard PTG communications and privileges.
- b. Local Chapter. PTG encourages professional networking and sharing of information and experience between members. The local PTG chapter has a critical role in facilitating this type of member interaction. In support of this, we share local member contact information with chapter officers. In addition, we also forward contact information for those inquiring about PTG membership or services to local chapter officers.
- c. Educational Activities. As an association committed to providing members with opportunities for professional development, we seek every opportunity to make our members aware of training, tools and services that might benefit them and their businesses. This may be done through mailings or email messages.
- d. Member Benefits. As a special service to our members, we continually attempt to improve the benefits provided to our members. To provide these benefits, it is sometimes necessary to share our member information with selected vendors for the provision of such services. However, this information is provided under agreements that prohibit them from using the information for any other purpose and under which your privacy must be protected. E-mail addresses are never sold to outside vendors.
- e. Third-Party Goods and Services. We also provide an additional service, permitting vendors of related goods and services to make you aware of their offerings. We sell to vendors a one-time use of mailing addresses of PTG members, and they are contractually bound to use that mailing list only once. You can choose not to be included, and your information will not be sold in this manner. You will not receive these mailings. E-mail addresses are never sold to outside vendors.
 - Please contact the PTG Home Office if you do not wish to be included in third-party mailings. This will not affect mailings and communications sent to you by PTG, including the *Piano Technicians Journal*, notices about conventions, regional seminars and other PTG events and information about member benefits.
- f. Changes to this Policy. PTG may amend this Policy from time to time. If we make substantial changes to the way we use your Personal Information, we will notify all PTG members through email, *Journal* notice and by posting it on the PTG Web Site(s).
- g. Enforcement. If you have any questions about this privacy statement or have a concern that these privacy provisions are being violated, please contact the PTG Executive Director at exec@ptg.org.

E. PTG Logo

The Piano Technicians Guild (PTG) is the exclusive owner of the official logo and all secondary logo versions (hereafter called logo) and retains all rights of ownership. Use of

the logo for individuals or organizations is specified in the Graphics Standards Manual. Any other use is expressly prohibited without the advance written permission of the Executive Director. Reproducing and offering the logo for sale by an individual or organization may require a royalty fee to be paid to PTG.

- 1. Logo in Advertising
 - a. The Home Office shall be allowed to utilize all logos in marketing PTG and/or the promotion of its members.
 - b. Members are authorized to use the corporate logo on their websites only within the context of promoting the PTG and only if the logo is a link to www.ptg.org.
 - c. The logo with the appropriate subscript description line may be used to promote chapter and regional conferences, seminars and other events or activities that promote PTG.
- 2. Non-Member Use of Logos
 - a. Non-PTG use of all logos is permitted only under specific guidelines as determined by the Board of Directors.
 - b. The Executive Director is permitted to facilitate non-PTG logo use only under the direct authorization of the Executive Committee.
- 3. Product Endorsement

The PTG name and emblem(s) may not be used in advertising products without authorization from the Board of Directors.

ARTICLE XII - DISCIPLINARY PROCEDURE

- A. Member Conduct and Discipline
 - 1. Ethics Violations

Violations of the Piano Technicians Guild Code of Ethics, the Bylaws, Organizational Policies, or the member's Chapter Bylaws may result in disciplinary action. As determined by the Ethics Committee, disciplinary action may include the following but not be limited to:

- a. Reprimand a letter of reprimand from the Ethics Committee shall be sent to the member. Copies shall be sent to the officers of the member's chapter and placed in their member file at the Home Office.
- b. Suspension Membership rights shall be suspended for a specified period of time determined appropriate by the Ethics Committee, at the end of which period, rights shall be automatically restored. A suspended member shall:
 - 1) Lose rights to all PTG Member Discounts.
 - 2) Be ineligible for all benefits that require "good standing."
 - 3) Lose the franchise, advertising rights, and eligibility to hold PTG or chapter office and the right serve on committees.
 - 4) Not count toward Council votes.
 - 5) Retain his or her *Piano Technicians Journal* subscription, participation on electronic forums and other media, and the right to receive official PTG mailings provided they continue to pay in full their PTG dues and chapter dues, if any.
 - 6) Receive a letter from the Ethics Committee detailing the terms and duration of the suspension. Copies shall be sent to the officers of the

member's chapter and placed in his or her member file at the Home Office.

c. Expulsion – A member shall be expelled from the PTG, following a 4/5 vote by a Hearing Panel, for a period of time determined appropriate by the Ethics Committee, effective immediately upon the Hearing adjournment. An application for re-admission from an expelled individual is subject to the provisions below.

An expelled member:

- 1) Is no longer considered a member of the PTG.
- 2) May not initiate any activity as may a member in good standing.
- 3) Enforcement of expulsion shall be stayed pending an appeal. Expulsion shall be enforced during an appeal. If the appeal results in reinstatement of the expelled member, it shall be retroactive to the date of expulsion.
- 4) An application for re-admission from an expelled individual is subject to the provisions below.
- d. A form of discipline of less severity than reprimand may be imposed by the Ethics Committee, at its discretion.

2. ETHICAL BEHAVIOR

Since PTG members often work on clients' premises, it is paramount that a relationship of trust exists between clients, potential clients, and PTG members themselves. Clients and other PTG members should be able to feel secure for their persons or property. Behavior contrary to the Membership Pledge may be grounds for denial or revocation of membership.

3. EXECUTIVE SESSION

Refers to proceedings that are held in strict confidence to discuss or deal with matters that are sensitive in nature.

- a. Executive session is entered into by the Board, a committee, or task group with all participants honor-bound to maintain confidentiality. (A fuller understanding may be gained by reading the relevant portions of Robert's Rules of Order.)
- b. Executive Session applies to the Accused and Accuser, the Members' Rights Committee, the Ethics Committee, the Board, and *all* other persons involved in a disciplinary process.
- c. All deliberations are held in executive session.
- d. Voting on any measure can only be done once a body has left executive session.
- e. Breaking the confidentiality of the executive session can bring the member into conflict with the PTG Code of Ethics. Confidentiality is of critical importance and must be strictly observed to protect due process.

B. Disciplinary Procedures for Ethics Violations

- 1. Members' Rights Committee
 - a. A member, group of members, or a chapter of the PTG, who wish to register a complaint shall submit a formal written complaint of professional misconduct to the Chair of the Members' Rights Committee (MRC).
 - b. All actions that follow shall be conducted within reasonable periods of time, with both parties, and the Chair of the MRC agreeing in advance what those time frames should be, and with all three parties agreeing to extend the time

- frame as necessary. However, the Chair may impose a time frame to keep the procedures on track.
- c. After receiving the complaint, the Chair shall notify the other members of the MRC. The committee will ascertain if the complaint is a valid issue (with no indication of guilt or innocence) according to the PTG Bylaws, Organizational Policies, Membership Pledge, Code of Ethics, or other official PTG documents.
- d. If the complaint is deemed to be an invalid issue, or does not pertain to PTG Bylaws, Organizational Policies, Membership Pledge, Code of Ethics, or other official PTG documents, a letter to that effect shall be sent to the Accused and the Accuser, rejecting the complaint.
- e. If the complaint has been deemed to be a valid issue:
 - 1) The Chair of the MRC shall contact the Accuser and the Accused for the purpose of negotiating a resolution of the dispute.
 - 2) The Accused and Accuser shall then attempt to negotiate in good faith for a resolution to the complaint, with the Chair acting as mediator.
- f. If a negotiation in good faith could not be mediated between the Accused and Accuser, or if the two parties refuse a resolution, the MRC Chair shall notify all involved parties and forward the case to the Ethics Committee. The MRC Chair shall then send a report that includes:
 - 1) A copy of the formal complaint,
 - 2) The specific remedies the Accuser feels would rectify the situation,
 - 3) A summary of the negotiation efforts,
 - 4) The responses (if any) from the Accused and Accuser,
 - 5) A summary of any other details that may be pertinent.

2. Ethics Committee

- a. The Ethics Committee shall notify both the Accused and Accuser of the receipt of the complaint.
- b. If the Ethics Committee finds that it does not have jurisdiction, it shall dismiss the complaint. It shall issue a report of such determination to the Board, setting forth the basic facts and stating the reasons for its decision to dismiss. Notice of such determination shall be sent to the Accuser, to the Accused, and to the MRC chair.
- c. If the Ethics Committee finds that it has jurisdiction and that there is probable cause to believe that the complaint may be valid, it shall notify the Accuser and the Accused and, in accordance with the Internal Rules and Procedures of the Ethics Committee, assemble written data from both the Accused and Accuser to determine whether the complaint requires a hearing.
- d. The Ethics Committee may appoint two of its own members, or members of the PTG who are not members of the Committee, as Case Investigators to investigate the complaint and present information to the Ethics Committee. A Committee member or alternate chosen as a Case Investigator shall not sit in deliberation on such complaint.
- e. If, as a result of an investigation, the Ethics Committee decides to dismiss the charge(s) without a formal hearing, it may do so. It shall notify the Accused, the Accuser, and the MRC Chair, of its decision and shall issue a report to the Board setting forth the basic facts and stating the reason(s) for its decision.

- f. If the Ethics Committee decides to formally hear the charge(s), it shall give both the Accused and the Accuser a reasonable opportunity to be heard and to confront each other. The Committee shall schedule a hearing and notify all parties involved in a timely manner.
- g. The Ethics Committee shall hold the hearing to decide either to dismiss the charge(s), or to reprimand, suspend, or expel. The hearing shall be conducted via a conference call or video conference unless all parties agree to a different format. The decision shall be announced at the hearing and written notice of the decision shall be mailed to the Accused and to the Accuser. The Ethics Committee will inform the Board of their decision within 7 days of the concluded hearing. The Ethics Committee shall then make a report to the Board on its decision, including reasons and any recommendations if needed, for further action.
- h. Notifications of any disciplinary actions shall be sent to the officers of the accused member's chapter, the MRC Chair, and to the Home Office.

C. Complaints Against Elected Officers

- 1. An elected officer, an elected committee member, or an elected committee chair may be removed for cause, which may include willful negligence in performance of duties, and failure to disclose necessary information in business matters. Due process shall be according to Organizational Policies. Discipline shall not be limited to removal from office.
- 2. After a hearing, if the Ethics Committee recommends that an elected officer, committee member, or committee chair be removed for cause, the accused officer, committee member, or committee chair shall be suspended from their official duties.
- 3. If charges are filed against the Board, (or enough members of the Board that affects achieving a quorum), and the Ethics Committee renders a verdict of guilty after due process, then if appealed, the chairs of the Nominating Committee, Membership Application Review Committee, and Editor Advisory Committee will appoint a panel of three former PTG Presidents to hear the case, in place of the Board.

D. Appeal Procedures

- 1. The Accused has the right to appeal the action of the Ethics Committee. The Appellant must file a written notice of the appeal, together with any written statement of just cause they may wish to submit to the Ethics Committee Chair within 30 days of the date of the final decision. If an appeal is submitted in excess of 30 days, it will not be considered and the case will be closed. The Ethics Chair shall then prepare a written statement of its reasons for its actions and file that and the appeal with the Secretary-Treasurer of the Board within 21 days.
- 2. Upon receipt of the appeal, the Secretary shall immediately advise each member of the Board and shall forward a copy of the supporting documents to them.
- 3. The Board shall have up to 30 days to review and discuss the materials from the Ethics Chair. The Ethics Chair may be included in the Board's discussion(s) if clarification is needed. The Board should deliberate and decide whether to concur with the recommendation of the Ethics Committee, reduce the restriction on membership, or dismiss the charge(s). For the potential need of deliberating beyond 30 days, a 2/3 vote of the Board is required for extension. These processes may operate independently of the Board's regular scheduled meetings.

- 4. A called board meeting will be necessary to vote on a decision of an appeal. The Board shall then prepare a written statement and immediately notify the Accused, the Accuser, the Ethics Chair, and MRC Chair of its decision. This concludes the final stage of the appeals process.
- 5. Enforcement of Reprimand and Suspension shall be stayed pending an appeal. Expulsion shall be enforced during an appeal. If the appeal results in reinstatement of the expelled member, it shall be retroactive to the date of the expulsion.

E. Rights of an Accused Member

- 1. An accused member has the right:
 - a. to prompt written notice of complaint.
 - b. to full confidentiality with knowledge of complaint or investigation restricted to those involved in the proceedings.
 - c. to reasonable notice of a hearing and a reasonable opportunity to participate.
 - d. to confront and cross-examine the accusing member and to refute all complaints and allegations.
 - e. to due process and a fair hearing
 - f. to request of the Ethics Committee Chair the substitution of a Committee Member with an alternate from the Committee for just cause.
 - g. to have the Ethics Committee and any other persons connected with a case to exercise strict confidentiality.
- 2. At any stage during a disciplinary proceeding, whether a case is within the Members Rights or Ethics Committee, if the Accused member offers to resign, the Ethics Committee shall consider it, but is not obligated to accept such a resignation. If accepted, the circumstances of the resignation shall be noted in the member's file and the case shall become inactive. In the event the member reapplies for PTG membership, the membership application shall be subject to the Ethics Committee approval.

F. Readmission of Member After Disciplinary Process

- 1. An application for readmission from an individual previously expelled from PTG or who previously resigned from PTG under threat of disciplinary action must be reviewed and approved by the Ethics Committee before it can be processed. If the application is not approved, a request for readmission shall not be considered again for one year.
- 2. The Home Office shall keep detailed records of all expulsions and discipline-related actions and resignations and shall provide these records to the Ethics Committee for such readmission reviews.

ARTICLE XIII- AMENDMENTS

- 1. Amendments may be proposed by a chapter, committee, task group, or member(s) of the Board of Directors. A template for Organization Policy amendments shall be made available to the membership through the Home Office.
- 2. These Organizational Policies may be amended at any Board of Directors meeting by a majority vote in favor, provided notice has been given as follows:
 - a. Deadlines for submitting proposals shall be published 95 days before each Board of Directors Meeting.

- b. All Organizational Policy amendments shall be sent to the Bylaws Committee which will check for conflicts with Bylaws, or other Organizational Policies, and assist in writing amendments. Proposed amendments must be submitted in writing, preferably according to the above-mentioned template, with supporting arguments, to the chair of the Bylaws Committee 65 days before the meeting at which they are to be considered.
- c. The Bylaws Committee shall process the proposed amendments in accordance with the duties of that committee and submit them with committee recommendations to the PTG Home Office no later than 35 days before the Board of Directors meeting at which they are to be considered.
- d. At least 30 days before each regular Board of Directors meeting, a full agenda, including all proposals to be considered, shall be made available to the membership.
- e. Proposals may only be amended during a Board of Directors meeting to the extent permitted by "scope of notice" requirements.
- 3. Emergency Provision: Any exception to the procedure for giving notice of proposed amendments to the Organizational Policies must first receive a two-thirds vote of the Board of Directors for the amendment to be placed on the agenda. An emergency provision should only be utilized when something would cause irreparable harm to the organization and needs immediate action. A two-thirds vote shall be required for adoption of the amendment.

PTG CODE OF ETHICS

In order to promote the highest standards of professional conduct of Piano Technicians Guild (PTG) members, and to foster a relationship of trust between PTG members and their clients, this Code of Ethics constitutes the standards for which each member will be held accountable, and to which each member agrees upon joining PTG.

- 1. I will act honorably and in a professional manner.
- 2. I will uphold the principles of honesty and integrity for which the PTG stands.
- 3. I will represent my education, training, experience, and area of expertise honestly and accurately.
- 4. I will uphold the Mission Statement, Bylaws, and Organizational Policies of the PTG.
- 5. I will render the best possible service under the circumstances, always keeping the best interests of my client in mind.
- 6. I will use the name and trademarks of the PTG properly and will encourage others to do the same.
- 7. I will strive to upgrade my professional skills and I will encourage and help others to do the same.
- 8. I will promote goodwill towards my profession and towards the music industry.
- 9. I will engage only in business practices that are in accord with the antitrust guidelines as set forth by the PTG.