

# Senza Sordino

An Inter-Orchestra Newsletter Sponsored by the International Conference of Symphony & Opera Musicians

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## ICSOM COMES OF AGE

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The International Conference of Symphony and Opera Musicians will now become a formal organization.

A set of by-laws was drafted by the representatives of the Symphony and Opera orchestras at the September meeting of ICSOM in St. Louis.

The by-laws have been carefully checked by legal experts before being presented to you for your consideration and ratification. Labor lawyers have advised us that these by-laws are very liberal and allow for maximum democratic latitude and flexibility.

You are the great orchestras of the U.S. and Canada, and the backbone of musical culture in North America.

ICSOM is your organization, operating within the framework of the A. F. of M. The entire organization — not just a part of ICSOM — will be devoted to serving you.

ICSOM has been serving you. It will be able to serve you better and more effectively when you have carefully considered, and then ratified the new by-laws, and officially join the organization.

Welcome to a new and brighter era for the symphony and opera musicians!

## EDITORIAL

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“The point of view of this publication is to be that of orchestra musicians, as distinguished from orchestra managements and musicians’ unions . . .” This policy—stated in the first issue of Senza Sordino—remains the same.

Senza Sordino also endorses the recommendation of Mr. Henry Kaiser, AFM attorney, in a speech to the convention several years ago: “I think that when people believe they are right they ought to shout those thoughts from the rooftops—they ought to shout them when nobody hears and they ought to shout them until they are heard.”

There are rumors of subtle and concerted efforts to discredit ICSOM in some areas. This is a great compliment! Who will best be served if you are kept confused, divided, uninformed, and uncertain?

It is not our purpose to embarrass either the union and/or management. What we propose can ultimately help both, and also add to their credit and stature. Of course, we may cause them to exert themselves somewhat

more—but this is quite within the spirit and meaning of the American free enterprise system.

If you hear rumors, ask yourself: Whose purpose will best be served by a weak and impotent ICSOM?

Remember, ICSOM will serve no other master but America’s finest symphony and opera musicians—YOU.

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### TRAILBLAZERS

#### Outstanding Developments of 1963

1. Philadelphia Orchestra contract negotiated by orchestra members committee —not by the union.
2. St. Louis Symphony men have important say in choice of new conductor.

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## SENZA SORDINO

*An Inter-Orchestra Newsletter  
Sponsored by the International  
Conference of Symphony and  
Opera Musicians*

Editor ..... Reinhardt Elster  
*Met Opera Orchestra*

### ICSOM OFFICERS

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*Boston Symphony Orch.*

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*Chicago Symphony Orch.*

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*Detroit Symphony Orch.*

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*Cleveland Symphony Orch.*

## SYMPHONY WAGES CALLED 'SUBSIDY'

Low salaries for musicians amount to a "subsidy" for symphony orchestras.

### FUND RAISING

Many of the cultural institutions have not been "bold enough" in raising money for endowments and setting goals in the way that the universities are doing.

—Observations by August Hecksher, first White House consultant in the field of arts. (from the N.Y. Times)

Music! What a splendid art, but what a sad profession.—*Bizet*

The best test of a man is authority.—*Montenegrans proverb.*

## ORCHESTRA NEWS

### PHILADELPHIA

The following excellent report of the new Philadelphia Orchestra contract appeared in the September 1963 issue of "ARTS MANAGEMENT", the national news service for those who finance, manage and communicate the arts:

#### *Unprecedented Contract Signed By the Philadelphia Orchestra*

*An unprecedented contract guaranteeing its musicians year-round employment and an annual minimum income of \$12,400 was agreed to this month by the Philadelphia Orchestra Association. The agreement is likely to be studied closely by professional orchestras everywhere.*

*According to terms of the contract, the musicians are the exclusive employees of the Philadelphia Orchestra. Inasmuch as the 1963-64 season was already booked, the players will receive a minimum weekly salary of \$200 (up from \$190) for 35 weeks in the first year of the three year contract period. Next season they will be employed 40 to 46 weeks, depending on tour arrangements. The annual 52-week employment guarantee will start with the 1965-66 season. The agreement also provides for three-week vacations in summer, plus an additional week during the winter.*

*Negotiations for the contract were as unusual as the terms that resulted. A committee of five orchestra members met informally with five members of the Association all during the summer. No lawyers were present. The players' committee represented the orchestra members directly, not the musician's union. When a tentative agreement was reached the group obtained union approval, and after a membership vote, confirmed the deal.*

*Harry J. Batten, a member of the orchestra's board, expressed confidence that the Association could meet the increased costs. "The orchestra members will have a new pride and new standing in the community and this will surely result in new support."*

### ST. LOUIS

An historic first comes from St. Louis. The Symphony men participated in the selection of their own conductor. Although this democratic procedure has long been known in some European orchestras, it is, to the best of our knowledge, the first time it has been practiced here.

The June 1963 issue of the magazine "FOCUS Midwest" said: "Recently, the symphony board selected a capable conductor. Beyond doubt, Eleazar de Carvalho is a good choice. The musicians took the unusual step of approving the appointment by a public letter. (It was also the first time that the members of the orchestra were involved in the selection.)"

Here is the story in the words of an enthusiastic orchestra member:

"After Remoortel's resignation, we had two seasons of guest conductors. Last season, the committee, on two separate occasions, polled the members by secret ballot. On the ballot we listed the various guest conductors in alphabetical order and asked that the members indicate preference, i.e., first choice, second, etc. We also included room for comments. The results were tabulated and the comments were summarized. The results were given, at his request, to [an official] of the Symphony Society. We made it quite clear that this letter was not for public consumption, nor should it be made known to the conductors involved.

"The Society was gratified by the temperate and thoughtful comments of the musicians (of course, no names were mentioned) and appreciated our helping them to arrive at a decision. The President of the Society said, on a TV interview following the public announcement of de Carvalho as permanent conductor, that the Orchestra polls were "an important consideration" in his being selected.

These polls were motivated by the concern of the members over the future of this orchestra. They initiated the polls in the belief that not only the orchestra but also the Society and the community would profit by taking into serious consideration the views of professional musicians who were, by training and proximity, best able to judge the musical caliber of conductors.

We are, obviously looking forward to playing this season under the man we chose as conductor and will naturally work hard to help make sure that we were correct in our appraisal."

### CLEVELAND

The Ohio State Court suit contesting the present contract has been dropped. Because of the delay in reaching the appellate court the 3 year contract has almost run its course. The contract had been signed by Local 4 officers after having been overwhelmingly rejected by the orchestra men—85 to 10. (See Senza Sordino, May 1963)

The remaining lawsuit, dealing with the union's charges against 16 members of the orchestra committees of recent years, still pends. The orchestra, and members singled out by the local in the charges, are determined that written guarantees (*against reprisal - Ed.*) from the defendant local union officers must precede out-of-court settlement. Local 4 officers may require certain guarantees in their own behalf.

A resolution giving simulated ratification rights to the orchestra men was passed at a special by-law meeting on Dec. 9, 1963. It states that the men can vote on the terms of a new contract at the conclusion of negotiations. It will take 60% or more of the orchestra to reject the contract terms by voting "to strike." A "strike vote" held in consideration of a proposed contract that would not go into effect for another 6 months or so would not precipitate a strike in the sense used by other trade unions. Rather, it would forestall the execution of the contract, and provide the time and imperative to renew earnest negotiations. Like the transparent "woman" in the Cleveland health museum, this resolution seems to embody the nerves and viscera of "ratification" if not its surface beauty.

### LOS ANGELES

The Los Angeles Philharmonic accepted a three year contract proposal last November. The previous contract had been for one year. A strike was narrowly averted when the orchestra members voted 48 to 37 to accept the contract offer. The minimum was increased this season from 147.50 to 157.50. Next season the minimum will be 167.50, and the third year of the contract, 180.00. The current season of 32 weeks will be lengthened, in effect, by the addition of a one-week vacation with pay. The vacation salary will be at minimum for all players.

### CINCINNATI

The new contract agreed to last fall represents a gain of 30% in 1965 over the last contract, and a cumulative gain of 17.50 and four weeks or 1077.50 in the contracted period. By past standards this gain is a significant one.

While it was reported the best that could be arrived at over the bargaining table, it was reluctantly accepted by the orchestra. Ratification failed to receive a majority vote, but also failed to gain the two-thirds necessary to strike. Rather than resort to other alternatives, it was finally agreed to accept the contract.

### WASHINGTON, D.C.

After nine months of fruitless negotiations the National Symphony Orchestra members refused to report for the first rehearsal. The strike lasted

for 15 days and brought in The White House and several cabinet members before it was settled. The detailed story of the crisis is told in an excellent report in "Hi-Notes", the Local 161 Journal of October 1963.

Basically, the players will get an 18.75 increase over 3 years; seasons of 31-34-34 weeks; unilateral right to reopen the contract March 2, 1964 to negotiate wages and touring conditions; limitation of rehearsal to 135 minutes each rehearsal when two rehearsals are called in the same day; 10 minute intermission in each rehearsal; sick benefits—for the first time; salaries cannot be reduced during the term of the contract; a non-reprisal clause, probationary period lowered from 3 to 1 year, with a year extension with union consent and players agreement; 10 dollar doubling charge for concerts; and a provision for the disclosure of financial data pertinent to National Symphony operations through certified accountants.

During the crisis at the start of the season a member of the orchestra wrote: "Our local has given us excellent help and cooperation and we have also received definite help from the Federation, so we (unlike other orchestras) are very fortunate in this respect. The orchestra members are amazingly united and are really determined to hold out until a breakthrough is achieved. We had a vote on the management's "final" offer. It was 67 to 2 to reject."

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### BIRDLAND CONCERTGEBOUW

"The union's concern—and the public's—must be for 'sandlot' players from the colleges, the dance bands, the night clubs and the bandstands who must fill the symphonic chairs of tomorrow."

Herman Kenin (from "Conserving America's Cultural Resources" Published in the AFL-CIO "American Federationist")

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"Beecham alone of the great conductors, as Nikisch did before him, collaborates with an orchestra rather than conquers it. As a result his orchestra always sounds like an ensemble of skilled musicians rather than like a Panzer division on the march. This particular attitude toward music-making places him at once as the survivor of a vanished epoch and the hope of all those musicians, young and old, who have had enough of musical Caesarism."

—From a N. Y. Herald Tribune review by Virgil Thomson taken from a collection entitled "The Musical Scene"

# New Phonograph Record Agreement

## Let's Look At The Record

The new 5¼ year Phonograph Record Labor Agreement effective as of Jan. 1st, grants royalties to rank and file musicians for the first time. "Both union and industry explained . . . that royalty payment would be made with money siphoned from the Music Performance Trust Funds." (N. Y. Times) President Kenin said that this is "a very important step for the musicians."

True—but it could have, and should have happened 2 to 10 or more years ago. That it happened at all is only because of the Musicians Guild. When the Guild was reabsorbed into the AFM in 1961 the N. Y. Times reported that the AFM-Musicians Guild agreement "heals a split that compelled the AFM to oust its former President J. C. Petrillo." "The AFM also pledged the continuation of practices and policies approved by the Musicians Guild."

Two pledges required of the AFM concerned the right to ratify contracts under AFM jurisdiction, and changing existing agreements to allow payment of 50% of the Trust Fund monies as royalties to the recording musicians.

The AFM waited over two years before implementing the agreement pertaining to royalties, although the agreement stated "soon as possible." Payment of royalties, could have been arranged almost immediately. This conclusion is based on the findings of the Superior Court of California. The Court found that during the 1953 record contract negotiations the industry representatives told the AFM bargainers that they could either pay the increase to the musicians or divert it to the Trust Funds. The AFM took the entire 21% increase offered and gave it to the Trust Funds, giving nothing to the working musicians. (Other Court findings: Industry representatives suggested that the musicians were entitled to a raise—not having had one since 1946. Also, officers of the AFM had "acted in a hostile manner toward those whom they were to represent.")

The Guild maintained that "The Federation's primary objective in negotiating contracts in the

recording industry is to obtain more money for the Trust Funds which in turn allocate money whose spending can be, and is controlled by the local officials of the Federation and used to reward their friends and supporters and punish their opponents."

The Guild required the AFM to agree that musicians under AFM jurisdiction had the right to ratify their contracts. An interesting insight into the AFM attitude is found in the minutes of the International Executive Board (International Musician). In June 1957, the Board (whose membership is almost identical today) "nonconcurrent" with proposed Resolution No. 28. This Resolution proposed in part "That any future re-negotiations (sic) be acted upon and ratified by the musicians in the (record) industry."

The AFM Executive Board said that this "is impossible of application in the TV, phonograph, and transcription industries because of the absence of a specific identifiable group of 'musicians in the industry.'" (Less than 2 years later the California Court found "The members of this class are ascertainable.")

The Executive Board amnesia was peculiar, since it was only necessary to look into the union's own files to see who played the recordings. In this highly supervised part of the music business a musician must get his check at the union where his name is checked on a list provided by the contractor.

A final illustration of an historic AFM contradiction: An AFM public relations pamphlet of the 1950's describes Petrillo's concern in regard to records, juke boxes, etc. as follows: "These industries grow rich on the musician's art while the performer himself gets a pittance." At the 1956 convention Petrillo said: "The individual musician does not have any performance rights in his recorded music . . ."

Out of a total of 280,000 members the AFM has at last identified only 1285 musicians (instrumentalists, arrangers, copyists, etc.) as qualified to vote on the new proposed contract. 1150 voted for ratification.

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## ORCHESTRA COMMITTEEMEN 1963-64 Season

### Minneapolis Symphony Orchestra

James Clute  
Steve Zellmer  
Hertman Straka  
Robert Olson  
Ronald Kogan  
Ronald Hassellman  
Robert Wirth

### Indianapolis Symphony Orchestra

Harald Hansen  
Daniel Corrigan  
Kenneth Holm  
Robert Zimmer  
Hal Bailey (Local 3 Exec. Board  
Member app't. to Orch. Comm.)

### Houston Symphony Orchestra

Cesar La Monaca, *Chairman*  
Richard Pickar  
Irving Wadler  
David Colvig  
Beatrice Schroeder Rose

### National Symphony Orchestra

Carlton Herrett, *Chairman*  
Bob Halloway  
Ralph Pfister  
Charles Sturgis  
Bill Wright

### Chicago Symphony Orchestra

Sam Denov, *Chairman*  
William York  
James Hansen  
Robert Alexa  
Raymond Niwa  
Robert Coleman  
Richard Kanter  
Sheppard Lehnhoff  
Radivoj Lah

### St. Louis Symphony Orchestra

Melvyn Jernigan, *Chairman*  
Terry Kippenberger, *Secretary*  
Jerome Rose, *Treasurer*  
Harant Tatian  
Ken Pinckney  
Russel Brodine

