

# Senza Sordino

Official Publication of the International Conference of Symphony & Opera Musicians

VOLUME VI

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## San Francisco Out Forty-Nine Days



## Solid Orchestra Makes Great Gains

Climaxing a lockout that lasted for seven weeks, the San Francisco Symphony ratified a 2-year contract by a vote of 73-14 on Sunday evening January 14 at Local 6, AFM headquarters.

### Seating Guaranteed

The contract includes many unusual provisions including a complicated seating provision that gives the member a guarantee to his seat each year with written notice of intention to reseat him, six

weeks for counseling, and grievance procedures that lead to arbitration should the reseating be protested. Only cause for such reseating is "failure to maintain the artistic level of the orchestra."

Also brand new and quite advanced is the complicated audition procedures which include screening by an audition committee from the orchestra (5 from management, 5 more from a panel of 10 elected by the orchestra), physical screens to separate the auditioning musician from the listeners, a point system averaging the vote of the 10-man committee (100 points) and the conductor (150 points) to reach a minimum qualifying vote of 200 points, and the giving of bonus points (35 for orchestra players, 25 for local musicians).

(Continued on Page 2)

**S. F. GREAT GAINS . . .***(Continued from Page 1)***Wages Up \$30, Weeks Up to 41**

A substantial raise in the first year of the contract brings the scale up from \$190 per week to \$220, and the second year provides for an increase to \$235. Weeks are flexible in that both optional summer weeks are provided for, and 5 weeks at one-half pay minimum are guaranteed to musicians who don't play the 10-week San Francisco Opera season during September, October and November. These five weeks are to be used for in-school youth concerts (at full salary) and the half-pay provision is only to cover weeks the Association is unable to book. 1967 had 3-weeks of these in-school concerts. Both the musicians and the Association hope for a full 5-week booking in 1968 and 1969.

**Orchestra to Tour, Portal to Portal on Runouts**

The orchestra, which will make a 3-week tour to Japan in April of this year, allows 8 weeks of tour in each year of the contract. Runouts are limited to one per week during the regular subscription series weeks, 4 times during non-subscription weeks. Runouts include out-of-jurisdiction fees of \$5 for up to 75 miles, \$7 for 76 to 125 miles, \$10 for 126 to 175 miles and \$5 addition for each additional 50 mile increment. Double runouts (2 services) are limited to three per season and pay double out-of-jurisdiction fees. Per diem is pegged at \$20.50 with \$10 additional on tour. Portal to portal pay for runouts over 5 hours, with rehearsal overtime rate for returns to San Francisco after 12:01 a.m. For any return which would be after 2 a.m., hotel must be provided.

**Association Offer Has Barbs**

The Association had taken the advice Mr. William J. Biehl had given at the ASOL convention in June 1966 (see *Senza Sordino* Vol. 5, No. 1) and hired a very high powered labor relations lawyer to negotiate for them. He presented a "take it or leave it" offer which the orchestra rejected 78-1 which included radical changes and archaic conditions that were quite regressive, such as a lengthening of the work week from 5 to 6 days (after 8 years of 5-day weeks), unlimited runouts, virtually unlimited control of the player's time, sweeping changes of the player's protections, no meaningful increase in pension, etc., together with a \$10 per week raise. By chance or intent they managed to put a barb into every member of the San Francisco orchestra by some provision in this offer.

To further complicate matters the Association had been rather callous in respect to several personnel matters and the orchestra had felt outraged in one of these cases and had demanded redress for the last 2 years — this was the first item on the orchestra's list . . . and they got it in the final offer.

**Union Team Tops**

Fantastically good relations with the Union negotiation team, led by Mr. Jerry Spain, vice-president of Local 6 and Gil Sciaqua, the secretary, helped maintain the unity of the orchestra. They are of the caliber to be officers of the Federation's International Executive Board.

At a meeting held during the fifth week of lockout, when much of the contract had been agreed to tentatively (including the weekly salary), the orchestra demonstrated its solidarity with a 69-1 vote against the management offer on the unsettled points.

**More Improvements Cited**

Symphony concerts are limited to 2¼ hours and overtime rates apply after, the fifth concert in a week pays 1/6 scale, while the basic schedule remains 4 concerts and 4 rehearsals. Four back-to-back youth concerts make a complete work week, so each concert is worth a service. TV, radio and tapes are to be paid at the applicable Union price list. Although there are still 11 hours of rehearsal, intermission time is increased 5 minutes in each hour. Three-hour rehearsals (Saturday a.m. and Wednesday a.m.) have

an extra 5 minutes added (total 30) if only one intermission is taken. Each member's contract automatically renews unless either party requests modification before December 15, 1968. There are very strong provisions in non-renewal. The sole cause is "substantial deterioration in artistic performance," which must go to arbitration if disputed. Dismissals are only for just cause. Sick pay is up from 3 weeks to 32 services, with 16 additional accumulative (½) from previous season possible. Major medical insurance under Blue Shield, severance pay of \$100 per year for 4-5 years, \$200 per year for 6 to 10 years and \$300 for 11 or more years, Pension doubled to \$200 for 25-year members, \$160 for 20-year members, vested pension rights at 15 years of service and age 45 are all significant gains. There is a member's option for retirement at 55, but mandatory retirement at 62 for winds and 65 for all others. The retirement board now gets equal representation, with one Union official, 3 members elected by the orchestra and 4 from the management. Leaves of absence may not be unreasonably withheld and grievance procedures leading to arbitration are established. The union steward is continued and "members shall not be required to cross any picket line".

**EDITOR, SECRETARY APOLOGIZE**

Your editor wishes to apologize for the lateness of this issue of *Senza Sordino*, and promises that future issues will be on time. As corresponding secretary of the San Francisco Symphony Player's committee he was swamped during the lockout and simply didn't have sufficient time to meet his December deadline. ICSOM's secretary also wishes to apologize for not including the Vancouver orchestra in the orchestras applying for admission to ICSOM at the Houston conference. The goof was entirely his fault, since Vancouver had submitted its application to him in November 1966. Bob Maisel, the secretary, says "I will try to not make the same mistake again—at least not with Vancouver. I believe in spreading my goofs around."

**NOTICE**

**Proposed amendments to the ICSOM By-Laws should be sent to the Secretary, Bob Maisel, immediately for proper inclusion in the 3rd issue of *Senza Sordino*.**

The by-law Amendments which appeared in Volume V, No. 4 were added into the ICSOM By-Laws after a tabulation of the votes sent in by member orchestras subsequent to the Houston meeting. This means that the dues structure proposed in the amendment of Article VII (Section 3) is now operative and that the dues requirements for orchestras is as follows:

Annual salary per member guaranteed under \$5,000	\$3 per member
Annual salary per member over \$5,000 but under \$10,000	\$4 per member
Annual salary per member over \$10,000	\$5 per member

Each orchestra should also add the \$3.00 per member contribution to the ICSOM Emergency Relief Fund to the individual dues. Please pay your dues now!

Included with your bulk mailing of SENZA are copies of some of the letters sent out by the San Francisco Orchestra Committee both before and during their lockout. We suggest you post them for added background.

## TORONTO GETS \$50, 12 WEEKS

### 3 YEAR AGREEMENT FOR TORONTO SYMPHONY

1967-68, 68-69, 69-70

Upon entering negotiations for the last Toronto Symphony Agreement both musicians and management realized that the orchestra faced a crisis which would either be resolved to make it grow and flourish, or it would slowly fade into an oblivion of mediocrity. In order to continue with any degree of success, it was obvious that the Toronto Symphony Association would have to offer to its players, a great deal more than \$3900 per yr. and a 30 week season.

#### NEGOTIATIONS

- The Players Committee, after preparing a complete set of changes and revisions, submitted them to the orchestra for discussion and amendment
- A formal submission was sent to the Executive Board of the Local
- The President of the local, as chief negotiator and upon the request of the orchestra, appointed three members of the Player's Committee to the negotiating team, together with two executive board members who were skillful negotiators and who had a great deal of symphonic experience
- Negotiations began a full year before the expiration of the last agreement

It is a credit to the local and the players of the Toronto Symphony to have as their president, J. Alan Wood, who has always shown a sincere concern for the musicians of the orchestra. He conducted negotiations successfully and reached an agreement with management without creating any bitterness or animosity towards his office or the players of the orchestra.

The Player's Committee, over the past few years, has had several meetings with Mr. E. Pickering, president of the Board of Directors of the Toronto Symphony Association. These meetings proved beneficial in that a line of communication was opened between the Board of Directors and the musicians, thereby putting the needs of the players in the proper perspective.

The following are the highlights of the new agreement;

#### SALARY & SEASON

Increased \$50.00 per wk. and 12 wks. over 3 yrs.

67-68 35 wks. @ \$150.00

68-69 38 wks. @ \$165.00

69-70 42 wks. @ \$180.00

#### SERVICES

5 day week

2 days off per week

8 services per week not to exceed 2 per day

3 concerts and 5 rehearsals for winter season

4 concerts and 4 rehearsals for summer season

#### TOURING

Per diem increased to:

\$12.00 per day plus hotel for 67-68, 68-69

\$14.00 per day plus hotel for 69-70

Extra weekly pay while on tour—8% of weekly contracted fee

No more than 2 consecutive weeks of touring in North America at any one time

Total number of tour weeks—67-68—5; 68-69—5; 69-70—6

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#### VACATION

Increased from one to two weeks paid vacation at contracted fee for each year of agreement

#### DISMISSAL NOTICE

For 68-69 six months notice for dismissals

For 69-70 one year notice for dismissals

#### SEVERENCE PAY

Increased from \$50.00 per year for each consecutive year to \$100.00 per year for each consecutive year

#### RETIREMENT

Eliminated COMPULSORY RETIREMENT

#### SICK PAY

(Non-Contributory) increased maximum benefit to 12 weeks at weekly contracted fee

During the course of these negotiations, both sides conducted themselves with utmost courtesy and showed a willingness to reach a workable solution to the many differences.

#### RATIFICATION PROCEDURE

- Meeting of the Players of the Toronto Symphony on June 17/67
- Proposed new agreement, as accepted by the negotiating team and as approved by the executive board of the local read to the meeting
- Considerable discussion on each new clause to clarify intent
- Meeting informed that upon completion of printing, each member would receive a copy of the new agreement in the mail together with a ballot in order to vote for ratification or rejection of the agreement
- Agreement was ratified by an overwhelming majority of the orchestra

JOSEPH UMBRICO, *Secretary*, Player's Committee

## INCREASES FOR VANCOUVER SYMPH.

As of September the Vancouver Symphony has started work under a new three year agreement. There are many significant changes in this new contract, but of primary importance is the fact that the minimum player IN THE FIRST YEAR ALONE will get an increase of well over 90% and with projected extra employment by the society would make over a 100% increase from last year. Although we still have a long way to go we feel that this is an excellent start to an even better contract next time around. The negotiations were carried out on a high plane by both sides, and we are most thankful that agreement was reached without resorting to "negotiation by newspaper" or a strike.

The important changes are: over the three years an increase to 27, 28, and 30 weeks with minimums of \$100.00, \$107.00 and \$115.00 (as contrasted with 20 weeks last season and \$78.00 per week). The inclusion of opera and ballet into the master agreement, which will probably add at least two extra weeks even in the first year. There is increased per diem, increased sick benefits, and inclusion into the AFM-EPW pension plan.

There is existing even now a summer season of sorts—the Vancouver Summer Festival. This usually includes some symphony concerts as well as an opera so it gives us something to shoot for next time. Complete details will be found in this year's comparison chart.

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## NEW PROJECTS BROACHED AS ICSOM BOARD MEETS WITH KENIN, BALLARD

Date: November 30, 1967

Present: Herman Kenin, *President*, AFM  
Stanley Ballard, *Secretary-Treasurer*, AFM  
Gil Rogers, Assistant to Mr. Kenin  
George Zazofsky, *Chairman*, ICSOM  
Carlton Herrett, *Vice-Chairman*  
Gino Raffaelli, *Treasurer*  
Robert Maisel, *Secretary*

Subject: Resolutions passed at ICSOM conference in Houston, Texas.

Mr. Zazofsky presented a letter to Mr. Kenin, Mr. Ballard and Mr. Rogers. He explained that this letter comprised the items which were to be the agenda of this meeting.

Mr. Zazofsky said that, in an informal meeting in Houston between the ICSOM Executive Committee and IEB members Mr. Emerson and Mr. Wood, the proposed revision of Article 22 had been discussed: the ICSOM officers agreed that the proposed article was perhaps not the best instrument, but that it demonstrated the need for some specific changes and/or improvements for symphony musicians within the AFM. These specific changes were embodied in the resolutions passed at the ICSOM conference and ICSOM was now asking Mr. Kenin and the IEB, as it had asked IEB members Wood and Emerson, for assistance in implementing these resolutions.

### Strike Fund Proposed

Mr. Kenin examined the first item, i.e., the proposal that a loan of \$240,000 from the AFM be used for immediate funding, and observed that his initial recommendation had been \$250,000 rather than \$240,000. (Zazofsky agreed.) Mr. Kenin continued by noting that, for such a fund to be effective, it must be sufficiently financed and asked Mr. Ballard his opinion of the amount (adjusted) proposed. Mr. Ballard was of the opinion that the amount was insufficient and should be doubled, with a provision that would somehow limit the number of orchestras on strike simultaneously, i.e., promiscuous strikes by six or seven orchestras. Mr. Kenin said that orchestras must exercise good judgement; he would not like to see a strike fund used as justification for irresponsible strikes.

### Musicians Responsible

Mr. Zazofsky assured Mr. Kenin that symphony musicians, by and large, were responsible adults who were not interested in striking per se. He also pointed out that the existence of an effective strike fund would tend to prevent strikes, since management would be quite aware of its existence. Mr. Kenin agreed that an effective strike fund was a very strong weapon at the bargaining table.

Mr. Zazofsky discussed the San Francisco situation: he said that the orchestra was receiving good press coverage; the orchestra was asking for 40 weeks at \$225 per week; management's counter-offer was 35 weeks at \$200. Mr. Ballard asked how seriously the orchestra was insisting that the conductor relinquish his right to seat players at his discretion. Mr. Zazofsky replied that the orchestra was quite serious and, moreover, had the support of the local. The conductor was obviously using his prerogative on seating as a means of political reprisal. Mr. Kenin asked if this could be documented. Mr. Zazofsky answered that he didn't know. He quoted Mr. Leinsdorf's observation that a bad player on the third stand could spoil a concert just as easily as if he were moved to the seventh stand. Mr. Zazofsky added that fourteen violins were involved in the dispute and, as regards seating being the sole prerogative of the conductor, in actual practice many conductors consult with the orchestra on seating problems.

### ICSOM's Strike Fund Outline

- 1—\$240,000 loan from AFM for immediate funding
- 2—Funding by General Assessment of orchestra members of all ICSOM members plus Dallas, New Orleans, San Antonio, Denver at rate of \$1.00 per week per man (while employed)
- 3—Weekly benefits while on strike during weeks ordinarily employed at \$50.00 per man.

#### FUND

- 4—To be administered by trustees, 4 in number. 2 to be selected by ICSOM Executive Board, 2 to be selected by AFM Executive Board.
- 5—Duties of Trustees
  - a. Police payment of assessments
  - b. Pass on legitimacy of strike
  - c. Report periodically to AFM & ICSOM Executive Boards re: receipts and disbursements and benefit
  - d. Recommend funding and benefit alternatives to make strike fund increasingly useful
  - e. Where demand for benefits exceeds supply or funding is in jeopardy, apportion available funds equitably
- 6—Funds should be segregated from AFM general funds
- 7—If trustees are deadlocked as to any action, arbitration, according to AAA rules will decide

Getting back to the strike fund, Mr. Zazofsky suggested that Mr. Kenin appoint a sub-committee, comprised perhaps of Martin Emerson, Henry Kaiser and Carleton Herrett (because of the geographic proximity of these gentlemen), this committee to examine the feasibility of the proposal, to write the appropriate legal language embodying these proposals and to make recommendations to the IEB accordingly. Mr. Kenin was in favor of this suggestion.

### Symphony Man on Federation Level

Mr. Zazofsky introduced the second item on the agenda and explained that symphony musicians felt the need to have a performing musician to represent them at the Federation level. Mr. Kenin asked what relationship structurally such a representative would have i.e., what position would he occupy. Mr. Zazofsky asked Mr. Kenin how much latitude he had in being able to create a position. Mr. Kenin replied that the problem was in creating a position which would only be involved in one section of the Federation; he doubted, moreover, that such a position would have to be a full-time job, but agreed that a man occupying such a position would have to be aware of the day-to-day aspects of the symphony situation. Mr. Ballard asked if ICSOM was interested in having a playing musician in such a position. Mr. Zazofsky replied in the affirmative.

Mr. Ballard asked how such a man could take time off from his orchestra to do the traveling the job would entail. Mr. Zazofsky agreed with Mr. Kenin that the position would probably not have to be a full-time one and, in answer to Mr. Ballard, pointed out that the ICSOM officers, in what might be considered an analogous position, were all playing musicians, but yet were able to travel from time to time; he stated that he himself had also been able to participate on various panels, etc. and also observed that it was possible to conduct a great deal of business by telephone.

Mr. Kenin thought that perhaps what ICSOM had in mind was a symphony player who would be, in effect, a trouble-shooter on call for special situations. Mr. Zazofsky agreed and cited the time during the last Philadelphia negotiations when he was asked by the orchestra committee to help in the situation; he went to Mr. Cabot and got permission to be excused from the Boston Symphony so that he might go to Philadelphia. He was of the opinion that the Philadelphia committee had called him for help rather than the Federation because it felt, rightly or wrongly, that it would have more confidence in a fellow playing musician than in an officer from the Federation.

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**MORE ITEMS AT KENIN MEETING . . .***(Continued from Page 4)*

Mr. Rogers cited his recent meetings with the New York Philharmonic committee and the Philadelphia committee concerning special payment funds and he also mentioned that he is working on a meeting with the Boston committee. He said that these two meetings were the best that he has had since heading the symphony department and that this was the first time his office had been asked for help by orchestras. He felt that, as a result of these meetings, there was a much better feeling between these committees and his office because they saw that the Federation could function effectively in their behalf.

**Rogers Doubts Effectiveness**

Mr. Rogers understood the purpose of ICSOM's proposal, but said that his office had not been given the opportunity by the orchestras to perform its functions: he doubted, moreover, that in an emergency situation or in dealing with the everyday problems encountered by the Federation symphony department — radio, TV, recordings, etc. — that a performing musician could stay on top of the situation. In short, Mr. Rogers felt that it was a full-time job and that a symphony musician could not handle it.

Mr. Zazofsky said that he was constantly being called by orchestras for information and cited a recent call from Pittsburgh concerning their personnel manager problem as an example. Mr. Rogers replied that Pittsburgh could've gotten this information from his office. Mr. Zazofsky agreed but with the reservation that orchestras feel that he can give them the information more quickly than can Mr. Rogers. Mr. Maisel told Mr. Kenin that ICSOM was thinking in terms of helping Mr. Rogers rather than supplanting him, but wondered if, in fact, Mr. Rogers could supply information as quickly as Mr. Zazofsky. Mr. Rogers agreed that it might take his office a little more time, but not much more. Mr. Kenin said that the Federation frequently calls on specialists for help in various matters and saw ICSOM's proposal as being in that category. Mr. Ballard was curious as to why Pittsburgh felt it necessary to call Mr. Zazofsky on a personnel manager question, since he recalled that the question was answered in the ICSOM minutes of the Houston conference. Mr. Zazofsky explained that the problem was a legal one that was not exactly covered at the conference.

Mr. Rogers went back to his good experiences with the two orchestra committees and said that he was fortunate in having established good communications with these committees; he also pointed out that the Federation has broad resources with which to resolve various orchestra problems and added that in every instance in which his office had been asked for help from an orchestra, a good relationship had been established. Mr. Maisel disputed this last contention, but did not pursue the matter. Mr. Zazofsky appreciated the value of Mr. Rogers' office, but still felt that the office could be strengthened. Mr. Kenin wondered if ICSOM wasn't, in effect, asking the Federation to feel free to contact it for help in various symphony situations. Mr. Herrett replied that this was correct, but that such help must be organized to be effective. He thought that Mr. Rogers did a good job, but that a sort of liaison officer from ICSOM was necessary in order that a thread of continuity be maintained between his office and ICSOM.

**Maisel Discusses Antagonism to AFM**

Mr. Maisel said that, unfortunately, many symphony musicians are antagonistic to the Federation and one way to alleviate such antagonism would be to have a symphony musician working with Mr. Rogers; if an emergency occurred in an orchestra, for example, and the Federation's help was solicited, this symphony musician could be sent in to help, especially if the orchestra were suspicious of a Federation officer. Mr. Kenin was troubled by this antagonism and felt that sending a symphony musician into an emergency situation rather than Rogers would only accentuate the antagonism. Mr. Maisel conceded that it might and suggested sending both Mr.

Rogers and this symphony musician. Mr. Kenin said that he would study the proposal and reiterated that he very much wants to dissolve any antagonism that exists between symphony musicians and the Federation.

**Right of Ratification Discussed**

The next item on the agenda was the right of ratification incorporated into the AFM By-Laws. Mr. Ballard thought that there was the possibility that, if the IEB took this resolution to the AFM convention and was then voted down, the locals now granting ratification would take it away. Mr. Zazofsky doubted that locals would indulge in such a capricious action. Mr. Kenin asked about the necessity of such legislation, it being his understanding that most orchestras enjoyed ratification anyway. Mr. Zazofsky replied that, although most orchestras did enjoy ratification, some locals have threatened at times to take away this right, Philadelphia for example.

Mr. Raffaelli said that ratification could be an important factor if a strike fund were established: a local could refuse to recognize a strike vote and thus refuse to disburse strike fund money; an orchestra should have the right to strike if it chooses and should be entitled to strike fund money; the matter should not be at the discretion of the local and therefore ratification should be in the AFM By-Laws.

Mr. Zazofsky asked Mr. Ballard what his opinion was on having the IEB use its influence to help have the by-laws amended on this matter. Mr. Ballard answered that the AFM convention had voiced some opposition to this matter when it had been discussed three or four years ago, but he didn't know for a certainty about the present climate; The IEB has consistently supported the principle of ratification, but has always encountered the problem of local autonomy.

Mr. Kenin believed that, as part of the process of education, opinion of locals on ratification was changing and he did not think that they would revert back to an earlier attitude. Mr. Ballard said that he would study Mr. Zazofsky's proposal. There was discussion on the difference between ratification and a strike vote, the distinction being that an orchestra can take more than one ratification vote, but not more than one strike vote. Mr. Maisel stressed the urgency of getting ratification legislation, citing the impending negotiations by various orchestras, particularly San Antonio, as reason for action on this matter. Mr. Kenin said he would work on this matter.

**Tape Giveaways — AFM "Floor"**

A copy of the report on the special ICSOM meeting in Cleveland on July 24, 1967 was given to Mr. Kenin. Mr. Zazofsky supplied some background information on the Cleveland tape "giveaways" and said that this and other situations made it necessary that the Federation establish a floor on taping. Mr. Rogers said that he had been studying the situation; the Federation has requested that orchestras send tape agreements to them before approving, but many orchestras have not responded to this request. He said that he was making a survey of the tape situation in order to prepare recommendations to be submitted to the IEB.

Mr. Kenin asked what kind of floor ICSOM had in mind. Mr. Zazofsky replied that the problem is delicate, citing the New York Philharmonic situation. ICSOM did not want to have pension plans upset, but, on the other hand, did not want orchestras to continue "killing" each other in the tape market; therefore, ICSOM was requesting the Federation study the problem and establish a floor. The Federation was also requested to make a survey on the trading of services for taping/recording.

The right of orchestras to have elected committees was discussed and Mr. Kenin said that he would study the proposal.

*(Continued on Page 6)*

There will be a complete report on the status of the ICSOM Conductor Evaluation Sheets in the next issue of SENZA, until then please continue collecting data, but DO NOT mail it to the Rapid Communication Center.



**KENIN MEETING COVERS MUCH...***(Continued from Page 5)***Orchestra Members on Negotiation Team Discussed**

Committee participation on the negotiation team was the next item discussed. Mr. Ballard suggested that the resolution be amended to read: "to participate in an advisory capacity on the negotiation." The ICSOM officers were in favor of the amendment. Again San Antonio was cited as an extreme example of the need for orchestras to have this right guaranteed to them. The Federation officers promised to study this resolution.

The right of an orchestra committee to be represented at negotiations by legal counsel of its choice was the next item. Mr. Kenin was of the opinion that this resolution would be resented by locals: they would consider it as a reflection on their ability to negotiate; it would also be a reflection on the ability of the counsel for the local. Mr. Zazofsky said that Dave Smiley had told him that the counsel for the San Francisco local was terrific; unfortunately, however, other locals were not necessarily as wise in choosing legal counsel and, consequently, negotiations could be seriously impaired.

Mr. Maisel said that a local needn't be offended by this resolution: a symphony contract is, after all, a specialized, complex instrument and a local needn't feel apologetic for utilizing expert assistance in negotiating this instrument. Mr. Herrett said that committees engaged in negotiation needed legal advice at their side. Mr. Kenin asked if legal counsel had been permitted at the National Symphony negotiations. Mr. Herrett replied that it had not and added that he and "Marty" Emerson continued to have a friendly argument on this matter. He said that Mr. Kaiser had been excellent and had been of great help in the last negotiations; Mr. Kaiser, however, was an extremely busy man and was not available at all times and committees need legal counsel throughout negotiations.

Mr. Kenin said that lawyers were not magicians, i.e., a guarantee of successful negotiation. Mr. Rogers pointed out that an orchestra committee could also make a bad choice of legal counsel. Mr. Zazofsky agreed that the possibility existed, but said that committees usually went to their state bar association for advice and generally made good choices. He said that in Boston the committee asked the symphony society for advice on a good labor lawyer. Mr. Zazofsky pointed out that a committee can always fire a lawyer if it doesn't like him.

**Danielson Case Discussed**

The review of the Danielson case was the next item.

Mr. Zazofsky asked Mr. Kenin to examine both the reply of Local 23, in which it was stated that Walter Rudeloff had acted as attorney for the complainants and Mr. Rudeloff's affidavit of denial. Mr. Kenin was also shown an unopened letter containing charges against Victor Allessandro by Danielson, this letter not having been acknowledged by Local 23.

Mr. Zazofsky said that, on the basis of these two items alone, the ICSOM officers thought that the case should be reopened. He added that Mr. Danielson had appeared before the ICSOM conference in Houston and that Mr. Alan Wood had told Mr. Danielson he would be invited to appear personally before the IEB. Mr. Kenin said that this was beyond Mr. Wood's competence. Mr. Ballard asked why Local 23 hadn't been invited to the ICSOM conference to present its side of the case. Mr. Zazofsky replied that ICSOM had no authority to do so. Mr. Ballard didn't see that the error in Local 23's reply had anything to do with the issue. Mr. Maisel replied that the error seriously weakened the veracity of Local 23's reply.

Mr. Ballard cited the lack of a tenure clause, therefore the legality of the society's action and the subsequent inability of the local

to support Danielson. Mr. Maisel said that the attorney Mr. Gruenberg had said essentially the same thing and was of the opinion that the case was too old to be reopened and that, therefore, Danielson's readmittance to the orchestra might be a point of negotiation of the new contract or that a new case might be brought against the local if it refuses to allow Danielson to audition.

Mr. Herrett testified to Danielson's musicianship. There was general discussion on the repressive atmosphere in San Antonio: the ICSOM officers, on the basis of information they had received, felt that the orchestra was not being properly represented by the local and urged that the situation be investigated. Mr. Zazofsky asked if Mr. Kenin could arrange a good climate, i.e., an impartial referee, so that Danielson would have a fair chance of getting back in the orchestra. Mr. Kenin said that he would try. He also said that he would call Mr. Pat Arser, Secretary of Local 23 and try to have the general situation improved. He said that he would keep the unopened letter and show it to the AFM attorney, Mr. Adler.

**Letter Thanks Kenin for Prompt Action**

Dec. 10, 1967

Mr. Herman D. Kenin, President  
American Federation of Musicians  
641 Lexington Avenue, New York, N.Y.

Dear Sir:

I received word today that Mr. Mike Werner, International Representative, met in San Antonio on December 4 with officers of Local 23 and the orchestra committee of the San Antonio Symphony Orchestra: the meeting was concerned with clarification and improvement of the relationship between the local and the orchestra committee. I understood that this meeting was successful and that the committee is confident that, as a result, a much better contract will be negotiated with management.

We are certainly gratified by the promptness and vigor with which you handled the situation, especially since the meeting in which this matter was brought to your attention occurred only four days prior to Mr. Werner's visit.

We, in turn, will make sure that the symphony musicians comprising ICSOM learn of this fresh example of your sincerity and dedication to improvement of conditions affecting the profession.

Sincerely,

ROBERT MAISEL

Secretary, ICSOM

**Five Day Week, Steward and Seminar Discussed**

Union steward policy was discussed and the Federation said that it would examine this resolution.

Five-day week was discussed. Mr. Kenin said it had long been a policy of the AFM. Mr. Zazofsky wanted the policy to be made explicit for symphony musicians.

Ethical code of conduct for conductors was discussed briefly.

An AFM seminar on contracts and negotiations was discussed. Mr. Kenin said that he had been thinking of such a seminar and thought that discussion of lawyers at negotiations would properly be one area of discussion. He said that he would discuss the seminar idea with the IEB at its mid-winter meeting in West Palm Beach the first two weeks in February.

This meeting was concluded with mutual hopes that the relationship between ICSOM and the Federation would be much happier and more constructive than it had been recently.

Respectfully submitted,

ROBERT MAISEL, Secretary