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New York Philharmonic Negotiations

PACESETTING CONTRACT

Pictured, left to right, Bert Bial, Ranier De Intinis, Ralph Mendelson (Chairman), Lorin Bernsohn, Morris Borodkin, members of the New York Philharmonic Orchestra Committee responsible for guiding the contract up to final ratification.

Nine and one-half hours of intensive bargaining just two days before the scheduled opening of the subscription series brought forth a package which was ratified on October 4, 1967. After an orchestra meeting called for 10 PM October 3, a 90-7 vote accepted the package which includes $40 increase in the first year of the three year contract.

String Chair Prices

A system of graduated chair prices was adopted in the strings. 44 players received increases ranging from $5 to $25 with only 13 players left at minimum. Vacation weeks were pegged at 5 for the first year, 6 in the next two years, but the Society has agreed—outside the contract—to give a sixth week (rotated) during the spring of 1968.

Services Down, Overtime Pay Up

The number of services per week was reduced from nine to eight. The Orchestra agreed to give a fifth rehearsal without charge during eight of the subscription weeks.

Extra rehearsal rates went up from $7 per hour to $8 the first year, $9 the second year, and $10 the third year.

Rehearsal overtime rates went from $2 per 15 minutes to $4 per 15 minutes.

Concert overtime went from $3 per 15 minutes to $5 per 15 minutes.

Intermission time—not spelled out in previous contracts—was set at 20 minutes per two and a half hours, 15 minutes per two hours, and five minutes per thirty minutes of overtime.

Medical Coverage For Families

The Society agreed to assume the cost of full family coverage of Blue Cross, Blue Shield, and Major Medical insurance.

Per diem was increased from $18 to $22. Other tour charges were adjusted accordingly.

The grievance procedure clauses were accepted as proposed.

The subcontracting clause in the old contract was dropped.

It was agreed that the appointment of the Personnel Manager would require the approval of the Orchestra Committee.

Pension Improvements Cited

A jointly trusteed and jointly administered pension plan was adopted. The Society guarantees to continue its contribution of 1966-67 plus an increase of approximately $20 per man per week, a total of $175,000 per year. The Orchestra will now have an *equal* voice regarding the benefits to be provided, the actuarial assumptions to be used, the funding provisions to be adopted, and all other matters decided by trustees of a pension plan. It is expected that the Society's contribution will be sufficient to obviate further contributions by members of the Orchestra. Normal retirement continues to be at the end of the season following the sixty-fifth birthday, however, the Society after consultation with the Orchestra Committee may invite members to remain on a year-to-year basis, but not beyond the end of the season following the sixty-eighth birthday. At this writing the provisions of the trust agreement and pension fund are being negotiated.

CHART IN NEXT ISSUE

The ICSOM Chart will appear in the next issue of Senza because 10 orchestras have yet to respond with their information. Also in the next issue will be the report on the conductor questionaire, a resume of the Mid-Winter AFM IEB meeting (they promise the minutes in a couple of weeks) showing their actions on the matters submitted by ICSOM (including the Strike Fund). Orchestras are encouraged to continue collecting the conductor data, but not to mail it to the Rapid Communication Center. Any orchestra which has experienced arbitration is asked to write a report and send it to the Editor for use in an "arbitration" article. We also expect to have a very encouraging report on the San Antonio orchestra and the A.F.M.'s actions to help them.

NEW YORK PHILHARMONIC CONTRACT NEGOTIATIONS

by RALPH MENDELSON, *Orchestra Committee Chairman, 1966-67*

Ralph Mendelson

A "contract year" in a symphony orchestra—the last year of the current trade agreement and the period in which the new agreement is negotiated —is one in which the accumulation of aspirations, gripes, and aggravations—both personal and collective—come to the surface. The "new contract" must solve not only current problems but every old problem dating back to the year 1492. And, if this is not enough, the contract "demands" must also be designed to provide solutions to problems that might possibly develop in three months or three years.

In this "year of the contract" a symphony orchestra is indeed lucky if it can find and elect a committee sufficiently suicidal in nature to undertake the job, and Superman-ish enough to carry out the impossible task of making a contract with which the orchestra can live.

In July of 1966, we in the New York Philharmonic elected our "contract year" orchestra committee. All five members—Bert Bial, Lorin Bernsohn, Morris Borodkin, Ranier De Intinis, and I—had extensive experience with orchestral affairs, each having served on other orchestra committees, each having participated in previous contract negotiations. In addition, we agreed that we could work together.

Over the years, our orchestra committees strove to improve the working relationship with the officers and executive boards of Local 802. With the incumbency of President Arons a special rapport developed. Arons and the Executive Board not only approved the Orchestra's desire for special counsel but also provided a special allocation to cover the major portion of the pension consultant's fee. For the second consecutive contract negotiation the Orchestra Committee was to become an official part of the Union Negotiating team that now included President Arons, Vice President Knopf and Board Member Fasanella.

5 Months To Prepare Proposals

In November of 1966 the Orchestra Committee appointed a special committee to study the orchestra's needs, formulate proposals, and advise on priorities. Included were the members of the Orchestra Committee, the standing Pension Committee, and additional members appointed by the Orchestra Committee. This made for a committee in which every segment of the orchestra was represented. The huge volume of information and data available through I.C.S.O.M. proved invaluable. By late February our counsel, Leonard Boudin, had been retained and the choice of a pension consultant was made the following month. Simultaneous consultations with our experts, the Pension Committee, the Union and the members of the Orchestra resulted in the formalization of the Orchestra's contract proposals. On the fourteenth of April they were submitted to the management of the New York Philharmonic.

The Orchestra's proposals consisted of twelve pages of changes, innovations, and improvements. Included were over fifty items, exclusive of the proposals concerning the pension plan and the grievance procedure. Each proposal was given a detailed examination in regard to need, feasibility, and validity. At the suggestion of counsel, arguments were prepared to aid in the presentation and subsequent negotiation.

Musician's Requests Outlined

Scale of Pay

A. 1967-68 minimum guarantee for basic services: $15,000; a $78 per week increase to be across the board, and to be retroactive to Sept. 21, 1966.
1968-69 an increase of $50 per week, the raise to be across the board.

B. In the string sections, the chairs to have the following prices:

		Vn. I		Vn. II		Va.		Celli		Bass	
Stand	#2	50	35	40	30	40	30	40	30	40	30
"	#3	30	30	25	25	25	25	25	25	15	10
"	#4	25	25	20	20	15	15	10	10	—	—
"	#5	20	20	15	15	10	10	—	—	—	—
"	#6	20	20	10	10	—	—	—	—		
"	#7	15	15	—	—						
"	#8	10	10	—	—						
"	#9	10	10								

C. After five years of service, the orchestra member will receive an additional $10 per week (in addition to his regular salary). For each additional five years of service there will be an additional increase of $5. The maximum will be $35 for thirty years of service.

D. Four consecutive weeks of vacation between July 4th and Labor Day.

E. Two weeks at Christmas-New Year's.

F. One week between February 1 and the end of Subsc. season. One optional week with pay.

Services and Working Conditions

A. No more than eight services in any week; no more than four concerts in any week; all services to be within five consecutive days, except Parks and Tour weeks. (second year for Subsc. season)

B. An extra rehearsal shall pay 1/10 of the average salary of the orchestra.

C. Rehearsal overtime: 2% of average salary per fifteen minutes.

D. Concert overtime: 3% of the average salary per fifteen minutes.

E. Intermission: 10 minutes per hour of rehearsal (including overtime).

F. Double rehearsal time: no more than four hours.

Health, Education and Welfare

A. Society shall pay for all costs for the musician and his family for:

Increased Benefits under Blue Cross Ins.
Blue Shield Ins.
Major Medical Ins.
Dental Ins.

B. Eliminate the premium now paid by musicians for Group Life Insurance. Group Life Insurance benefits to be $10,000 and paid by Society.

C. The Society agrees to establish in consultation with the Orchestra Committee, a program whereby each member of the orchestra will be given every seven years, a sabbatical leave, either for six months at full pay or for one year at half pay; Individual requests will be granted on a basis to be agreed by the parties so that too great a number of players from any one section will not be absent at the same time.

D. The Society agrees to establish a fund to pay the college tuition for the children of the members of the Orchestra.

E. Recording

1) Each musician shall be guaranteed a minimum of twenty-five hundred dollars per season, exclusive of royalties.

Pension Plan (summary)

This section asks for a benefit of one-half the average salary of the orchestra calculated on the last five-year average. It asks for joint survivors' benefits and a greatly improved disability provision. It asks that full benefits to be available at the end of thirty years of service regardless of age. It asks that mandatory retirement be eliminated and suggests a formula for improving the pensions of those men already retired.

Grievance Procedure

A three step process leading to impartial arbitration as final step.

(Continued on Page 3)

New York Society Responds

(Continued from Page 2)

Twelve days later the Society presented what they termed "the substantial part of what the Society can and will provide for a new contract." Their package was predicated on a three year agreement, and included across the board salary increases of \$20-\$10-\$10, one additional week of vacation, family health insurance coverage, and improved pension benefits. Our grievance provisions were accepted as proposed.

Although their salary offer placed us within the range of other orchestras our experience had proved that such a range was woefully inadequate. We knew that year-round employment with our programs and schedules, without considerably more vacation time and reduced services, would continue to be detrimental to both artistry and health. We saw that their proposed improvements in the pension plan reflected neither the spirit nor the substance of our own proposals. In addition, our advisors told us that if the same money were used more efficiently the benefits to us would be greater. They also demonstrated that in a "benefit" plan like ours a significant part of the money was not working for us. Aside from this, a great many of our proposals were automatically shunted aside because they were either "cost items" or "not proper subjects for negotiation."

In other places, in other times, the Society's offer might have constituted a substantial part of a deal. But in 1967, with the high cost of living, tax increases, rapidly rising standards of salary and pension benefits elsewhere, and the long-awaited goal of "catching-up" in sight, the Society's offer could not constitute a substantial part of a settlement for us.

Negotiations Continue

We continued to meet throughout the remainder of the spring and into the summer. During the course of these meetings every item of interest was discussed and data was exchanged supporting or rebutting the various positions taken by each side. The progress was slow. The Society expanded its offer to include small chair-price improvements for the string sections and a \$1,000 record guarantee. The Orchestra reduced its salary demands, expressed a willingness to extend the agreement to three years and withdrew a number of requests that were considered of lesser importance. By mid-August and vacation time, an absolute stalemate had developed.

On September 5th the negotiating committees met for the first time following the vacation. When it became evident that there was to be no further offer from the Society, the Union reminded them that the expiration date of the current contract, September 20th, fell in the middle of the orchestra's three week tour. Management was told that if there was no contract on the twentieth, the Orchestra would have to be returned from Vancouver.

Two days later the Society replied. The Orchestra was asked to complete the trans-Canadian Centenniel Celebration tour without a contract. At this point the Society suggested that the Society's contract offer and the Orchestra's contract proposals be submitted to arbitration or fact finding.

Strike Vote Taken

The next day the Orchestra met to discuss the Society's proposal to complete the tour. After a thorough discussion and the mandatory waiting period a vote was taken. The Orchestra agreed for tactical reasons to finish the Canadian tour. The resolution also stated that if there were no contract on October 2nd when the Orchestra returned to New York it would not open the New York season. The Society was informed of this decision. Further, they were told that the Union was rejecting the proposal to submit the respective contract positions to arbitration or fact finding. The following Tuesday, September 12th, the Orchestra flew to Ann Arbor to begin its tour.

Within days of the Orchestra's departure things began to move in New York. In an attempt to break the impasse, the Union and the Society agreed to use the good offices of I. Philip Sipser, a prominent lawyer and long-time friend of the Orchestra's counsel, Leonard Boudin. I was summoned back to New York that weekend, and was followed two days later by Morris Borodkin.

In a series of meetings the positions of both the Orchestra and the Society were reviewed but little progress was made as the deadline approached. On October 3rd, the day following the Orchestra's return to New York and two days before the scheduled opening of the New York subscription season both sides met for what proved to be nine and one-half hours of intensive bargaining culminating in a settlement.

All Agree, "Proud of Contract"

In conclusion, it must be said that a contract was created of which all parties concerned could be proud. The Society was challenged to help make a distinguished contract and they ultimately responded in an enlightened and responsible manner. At no time did communications between the parties break down. At no time did either the Orchestra or the Society have to bear the burden of working against "public" positions. The work of Boudin and Sipser for the Orchestra, and Martin Oppenheimer, counsel for the Society, was expert and professional in every way. Their leadership in the final stages of bargaining was absolutely invaluable.

"The Philharmonic is more terrifying than facing the defensive line of the Detroit Lions."

George Plimpton, a lanky writer and author of the "Paper Lion", the story of impersonating a professional football player, is looking forward to a TV show that will be based on his latest exploit–his impersonation of a musician during the Canadian tour with the N.Y. Philharmonic Orchestra. "I played the gong and the triangle and the sleigh bells and the bass drum" said Plimpton, "I did Mahler's Fourth and Ives' Second and, during one tremendous evening in Winnipeg, I played the tamtam in Tchaikovsky's Second. I hit it with such force that Bernstein had to hold back the violins a few seconds—he liked so much what I did that he asked me to come and record it."

Plimpton says, "The experience with the Philharmonic was more terrifying than any of the athletic feats I've tried. In athletic contests there is 20 per cent perfection and 80 per cent error. In orchestral music there is 98 per cent perfection and 2 per cent error. Playing music among a group of experts is far more frightening than doing a physical feat. You're so afraid to commit yourself, to make the wrong move. It is unbelieveable torture sitting there, trying to follow the score, trying to come in at the right time."

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EDITOR'S REPORT

Scenario For The Future

As more orchestras come closer to the dream of year-round employment for their members it becomes evident that some changes in structure are necessary. The 5-day week will have to become a part of symphonic life. Musicians find that too many concerts in a row are deadening and that not only vacations (with pay) are necessary, but that changes in the *kinds* of work being done are healthy.

Dave Smiley

Already several orchestras have submitted requests for paid sabbatical leaves (N.Y., S.F., etc.) and Boston's pilot exchange program with the Tokyo Philharmonic is another approach to the same idea.

A possible healthy situation looks to your editor like this; 20-24 weeks of subscription concerts with several types of programs including some experimental works and one or two optional (paid) weeks off for each player on a rotational basis. Then maybe 4 or 5 weeks of opera or a couple weeks of ballet. Then some vacation for everyone. Then "pops" concerts for a few weeks — then maybe another chunk of vacation time, then ballet or chamber concerts or opera again. Then maybe a short tour.

After several years of the above schedule a musician should have a sabbatical year in a foreign orchestra, or another American orchestra, or teaching on a college faculty or playing in a chamber ensemble. Or maybe some more study in a specialized branch of music, or perhaps travel.

The structure of the orchestra will need to change, too. More string players will be needed and orchestras of 120-130 players should become usual. And, most important, both for the orchestra and the audiences, several different conductors during the main season.

Ideally a group of 3 conductors fulfilling the role that a single musical director now fills. Then 2 or 3 of them would have to concur in hiring—in programing or in sharing alternate groups of weeks. A reduction in the "dictator" aspect of conducting and a move toward leadership by talent and conviction would be most welcome, and probably necessary.

Comments?

DEAN DIXON QUITS POST IN PROTEST

Dean Dixon American conductor, left his post as musical director of the Sydney Symphony Orchestra in the fall of 1967 in protest against orchestral conditions. Dixon said he would not seek to renew his contract as a "gesture on behalf of the welfare of the orchestra." He issued a 23-point list of reforms he said were needed for the players. These included a resolution put forth by the S.S.O. in 1966 with a five-point programme: 1. Comprehensive pension scheme, with a pro-rata pension after fifteen years service. 2. Security of employment equal to that enjoyed by most symphony musicians in Europe. 3. Six weeks vacation with pay. 4. Five day, 25 hour week. 5. Disability pensions.

Dixon, who became conductor and musical director of the orchestra in June 1964, listed these items: 1. more pay. 2. Security along European lines. 3. A pension scheme geared to the needs of the musicians. 4. Disability pensions. 5. No travelling on "free days". 6. Travel on tour to count as time worked for the first five hours of travel and thereafter at half time. 7. 6 weeks annual leave. 8. Two weeks "build-up" time after vacation with no concerts. 9. Civilized travelling conditions, by air whenever possible. 10. Severance pay after 10 years. 11. More opportunities for solo-work and broadcasts for SSO members. 12. Five hour work day. 13. Five day week, computed over a month. 14. Permanent officials to administer the SSO. 15. Welfare officer for the SSO. 16. Continuation of Dixon's improvements in his absence. 17. Improvement in programming and conductor selection. 18. Improvement in public relations. 19. Written notification of appointment to SSO. 20. No split orchestra. 21. Allowance for uniform. 22. Fewer public concerts. 23. Higher pay rates for Sydney and Melbourne orchestras. *(There are four smaller orchestras operated by the Australian Broadcast Company.)*

There has been long-standing discontent in the SSO and a high rate of loss of first class musicians. When the orchestra began to learn of the working conditions of other orchestras abroad they issued their five-point program. At present they have no tenure system, no appeal against unfair dismissals or demotions, no suitable pension, and in general the bulk of the players are "overworked and underpaid." As our correspondent in Sydney put it, "We have found, as American musicians have found, that it is not enough to sit back and rely upon the Musician's Union; direct representations by the Orchestral Committee have brought many improvements for the orchestra."

TREASURER'S REPORT

Upon recent adoption by the ICSOM member orchestras of the new sliding scale dues structure, orchestras are requested to submit dues on the following schedule:

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

The orchestras which have paid their 1967 dues are:

Houston	\$356	Rochester	110
Pittsburg	372	Chicago	535
Minneapolis	376	Cleveland	520
Honolulu	50 (partial payment)		

Rochester has paid \$165 into the ERF for 1967. The General Fund balance is now \$5,644.70, the ERF checking account balance is \$595.28, ERF savings balance is \$4,366.10. On January 8, 1968 a check for \$3,000 was mailed to the San Francisco Orchestra Committee upon their request for aid. This money was loaned to members in need. Dues are arriving very late this year due to the new dues scale just adopted. Orchestra committees are requested to collect ICSOM dues and forward them to the Treasurer. Our ERF is very necessary—as demonstrated recently by the request from San Francisco—and member orchestras are strongly urged to send their contributions.

As requested by the 1967 conference, here is a copy of the Washington Strike Fund collections which were turned over to the ICSOM ERF.

Philadelphia	\$500.00	Detroit	\$277.00
Minneapolis	\$100.00	St. Louis	\$120.00
Buffalo	\$207.50	Baltimore	\$500.00
Met. Opera	\$400.00	Boston	\$525.00
Cleveland	\$225.00	New York	\$500.00
Chicago	\$420.00		

Total	\$3,912.65
Interest	156.15
Grand Total	\$3,756.50

(Ed.'s note: Recognition should also be extended to Chicago for their contribution of \$318. to St. Louis during their strike and to Los Angeles Philharmonic for their over \$750 and the Oakland Symphony for their over \$500 donated to the San Francisco Symphony during its 7 week lockout.)

HISTORY OF DALLAS NEGOTIATIONS

The orchestra's proposals and a copy of our old (1964-67) contract were taken to our newly-engaged lawyer. Since the old contract was the product of constant additions, alterations and re-writings by non-lawyers, it was loosely worded and very disorganized. The lawyer re-wrote and reorganized the contract incorporating the new proposals plus an explicit Grievance-Arbitration Section added at his suggestion. The lawyer's fees were paid by the Dallas Federation of Musicians, A.F. of M. Local 147.

This new contract was presented to the management on January 16, 1967. Two months later, on March 16, the Committee heard the first of a series of incomplete counter-offers. Discussed were a minimum salary of $140 and length of season of 31 weeks for the following four years; an offer to decrease the opera work load from six hours per day allowable to five hours per day (purportedly a request from Dallas Civic Opera manager Lawrence Kelly to the Symphony management); an increase in *per diem* to $16.00; an increase in sick leave from twenty days with pay to thirty days; a pension plan; an offer to pay half the cost of a health plan to employees with over three years of service (40% of the orchestra had three years' service or *less*).

Clarification Meetings Held

On March 27, the Orchestra Committee met with the Executive Committee of the Symphony Board. No negotiation took place. The Board outlined and explained its budget problems and the Committee explained the problems of a $120-for-31-weeks symphony orchestra; i.e., financial plight of musicians and the orchestra's inability to attract and hold good musicians, etc.

On March 28 and April 7, the Orchestra Committee and a smaller committee from the Executive Committee of the Symphony Board met with much the same discussion taking place. In all of these meetings, it was stressed by the management, guided by Board President Ralph B. Rogers, that we were "all on the same side of the table" and that the musicians would receive all the money that was available. Mr. Rogers' stated goal was "financial and artistic integrity". On April 7, "financial integrity" allowed an offer of $160 for 31, 32, 33 and 34 (possibly 32, 33, 34 and 35) with no paid vacation and inadequate health plan and pension offers. Mr. Rogers said that refusal of the offer would represent a lack of faith in him on the part of the Orchestra, forcing his resignation.

The Committee had not yet heard or read a complete counter-offer. Management's thoughts and discussions were occupied by salary and length of season to the exclusion of most of the other proposals. Although the Committee felt that negotiations had not progressed far enough to warrant calling an ochestra meeting, they thought the orchestra should be informed of Mr. Rogers' position. (On June 1, the Symphony was to launch its month-long 3.6 million dollar fund raising campaign to meet the requirements of the Ford Foundation's matching grant and the operating expenses of the orchestra for the next four years. Many influential people, including members of the Board, believed that Mr. Rogers was the one man who could successfully lead the campaign.) So on April 9 and 10, the Committee met to formulate revisions in our January 16 contract proposal.

Management Offer Rejected

At an orchestra meeting on April 10, the management's offer was rejected and the Committee's complete counter-proposal was read, revised and approved. This was presented and discussed in detail on April 13 with Mr. Rex Johnson, Vice President and general manager of the Symphony.

With his resignation pending, Mr. Rogers was invited to speak to the orchestra on April 14, with the conductor, Donald Johanos, present. Mr. Rogers asked for a show of hands of those who wished him to stay on as Board President. Most hands went up! He then asked if anyone wished him to resign — no hands. The remainder of the meeting was a recapitulation of the negotiations up to this date. The Committee's fears of a weak showing on the part of the orchestra were allayed by the orchestra's candor and firnness.

the negotiating committee of the Executive Board on April 26 typified the entanglement that slowed the negotiations. Mr. Johnson proposed to both committees that, with an extra-ordinary amount of faith plus hard work on publicity and promotion, he could project a four-year budget that would support a season expansion to 33, 34, 35 and 36 weeks with minimum salaries of $160, $165, $170, and $175. No other points of negotiation were mentioned, other than that no seniority scale was offered. Mr. Rogers said that he felt that 31, 32, 33 and 34 weeks at $160 was the most the budget would allow but that if the Orchestra Committee would recommend Mr. Johnson's proposal to the orchestra, he would not oppose it when it was presented to the Executive Committee. (It was generally known that Mr. Rogers' recommendations to the Executive Committee decided the issue.) In his arguments, Mr. Rogers emphasized that in as much as each musician signs a one-year contract, he is free to negotiate his own salary each year. Furthermore, he need not remain with the orchestra for the duration of the master contract. It is clear that these views are in opposition to the principle of collective bargaining.

Conductor Makes Proposal

To add to the confusion, after the orchestra's last concert of the season, Mr. Johanos, conductor (and Board member), had a proposal of his own which he had budgeted himself. It was for 34, 36, 38 and 40 weeks at $170, $180, $190 and $200 minimum, but with a new feature: if some United States Government grants amounting to $132,000 per year were discontinued, the minimum could be dropped to $170 and the seasoned shortened to 34 weeks at any time during the duration of the contract. No vote was taken on this, but on April 27, the orchestra voted to not consider Mr. Johnson's latest offer because it was not complete and voted unanimously to stick by our latest proposals.

Mr. Johnson met with the Committee on July 21. At this meeting, he offered a printed contract with the scales and lengths of seasons blacked out and with a paragraph modeled after the contingency idea first advanced by Mr. Johanos. He also suggested a *one-year* contract (34 weeks at $170 minimum) as a possible way to by-pass a strike. It would also give management time to confirm the Government grants and more accurately predict future income. A letter to Committee President Frank McShane, dated July 24, made the one year offer official and complete when coupled with the contract given us on July 21. The orchestra members in Dallas at the time were polled and were almost unanimous in rejecting the offer.

Final Offer in Letter

In a letter dated August 7, which was sent to each member of the orchestra (another attempt to bargain individually instead of collectively), Mr. Rogers presented his "final offer" which provided for a minimum salary of $170 continuing for four seasons of 34, 35, 36 and 37 weeks. This was soundly defeated at a regular union meeting on August 13, and the Committee was asked to negotiate a one-year contract to avoid postponement of the start of the season. (Although the orchestra members have long negotiated their own master contract, it must be ratified by the union.) At the resulting meeting with Mr. Johnson on August 15, he said that he thought Mr. Rogers, who was out of the country on business, would not consider a one-year contract.

Ratification Meetings

A special union meeting on August 20 resulted in another rejection of management's final offer (by a margin somewhat narrower than before because the start of the season on September 5 was drawing near) and the setting up of a five--member advisory committee from the union, selected and presided over by President William Harris. The Orchestra Committee and the advisory committee met to discuss strategy for the ensuing August 24 and 25 meetings with the management. One development of the preparatory meeting was the dropping of the pension (originally proposed by management!), an idea already popular with the musicians. Agree-

(Continued on Page 6)

Dallas Holds Ratification Meetings

(Continued from Page 5)

ment was reached at the August 25 meeting and the new four-year contract was ratified at a special union meeting on August 27.

Contract Summary

- The lengths of the seasons are 34 weeks in 1967-68, 35 weeks in 1968-69; 36 weeks in 1969-70; and 37 weeks in 1970-71. A paid vacation of one week will begin in the 1968-69 season.
- Minimum scales are $170, $175, $180 and $190.
- The seniority scale is $5 over scale for 10 consecutive years of service, $10 over scale for 15 consecutive years of service, and $15 for 20 years of service.
- Per diem allowance is $16.50.
- Overtime is computed pro rata in segments of 15 minutes. (In negotiation, the Committee offered the 15 minutes segments as a compromise to achieve time-and-one-half. Through an oversight on the Committee's part, the management's counter-offer of pro rata overtime with 15 minute segments was ratified and left to be dealt with later through the union.)

Proposals Dropped

- The proposal that one concert equal one service was dropped and this portion of the contract remained the same.
- The proposal for limitations on the divsiion of the orchestra was dropped.
- The break between morning and afternoon rehearsals became one-and-a-half hours.
- Management agreed to set up a stable free day when possible.
- The scale for miscellaneous musicians is the prevailing local scale.
- No time limit was imposed on bus trips.
- Evening dress will be worn after 6:00 P.M. only.
- There is no restriction on scheduling opera and symphony services on the same day.
- The proposal for the paying of an extra $3.00 for run-out concerts was dropped.
- Except that "insubordination" is still in our contract, our proposals concerning dismissal were adopted.
- Lighting must be of institutional standard, but is not subject to Orchestra Committee approval.

Management Proposals Adopted

Two proposals originating with management were adopted.

a.) Sick leave is increased to thirty days per year.

b.) Management contributes $4200 per year to pay part of our group health plan.

Part of the discussion on the last two days of negotiations centered around the possibility of not having a sufficient complement of individual musicians contracted in time to begin the season on September 5, as scheduled. Management offered the following solution which was accepted by the Committee "because of the lateness . . . at the management's discretion". It was agreed that at least seventy musicians would have to be either signed or committed to play by September 1 in order for the season to start on time. As it happened, one week was cancelled and rehearsals began on September 12.

Summed Up

Viewing the negotiations in retrospect, some observations can be made. The orchestra's first contract meetings were productive because the Committee had compiled a set of proposals beforehand which stimulated discussion and suggestions from the floor.

More meaningful negotiations would have taken place earlier if the Committee had bargained only with those management representatives who had the power to bargain. Also, the Committee should have insisted on complete counter-offers in writing and compared them carefully with the orchestra's original proposals.

It is our hope that this presentation may prove of value to other orchestras in their present contract negotiations.

CONGRESS CONSIDERS $17 MILLION

In testimony before joint hearings of Congress in fall of 1967, Roger Stevens, Presidential spokesman on the Arts and head of the Arts Endowment proposed a three year outline with a minimum outlay for the arts of $150 million.

In terms of yearly figures he proposed $33 million for music, $31 million for theatre, 14½ million for the dance and sums of lesser amounts for visual arts, literary, architecture, TV-Radio and movies and special projects.

Assistance to Orchestras $14 Million

Under a program of help for symphony and opera music Mr. Stevens proposed spending $14 million yearly. Summing up the purposes of the plan he noted; "we must assist both the producers as well as the consumers of art. We must make it possible for those who with to make careers in the arts to pursue such a career." Money actually appropriated for the fiscal year 1968 is $4.5 million which will go to all the projects covered by the U.S. Art Endowment.

Senza Sordino suggests you write both your congressman and senator and tell him of your enthusiastic support for the U.S. Arts Endowment program. If every musician in every major symphony were to do so we could probably insure its passage. Won't you write?

WARNING – BEWARE OF OFFERS

Ridiculous wages paid the Honolulu Symphony musicians brought this orchestra's 60 years of tranquility to an abrupt halt last week.

For the first time the musicians rose in unison to protest a wage scale which is by far the lowest among the major orchestras in the country. The situation was further aggravated by an ad in the International Musician which offered openings in all sections including first chairs. With the season coming to a close in April no one there has yet received any notification of termination of employment. To top it all, the add offered wages averaging 125 dollars per week, medical benefits etc., all to the utter astonishment of the orchestra members who work for 79 dollars weekly minimum and an average weekly salary of little over 100 dollars. There is no medical plan.

This brief article is brought on as sympathetic warning to those of our colleagues on the mainland who might respond to this innocent looking advertisement. The facts about the Honolulu Symphony and Hawaii in general are this. Musicians coming from the mainland supplement their orchestra salaries by doing everything from teaching to selling cars. This situation is partly brought on by the record high cost of living in Hawaii (10% above New York). Hawaii is the third highest taxed state in the nation and basic expenses like rent and food are especially high.

The orchestra members presently work under a five year master contract which expires in 1971 and offers an illustrious 84 dollars per week next season. However, management has agreed to reopen negotiations on this contract, and they will begin immediately. In view of a Ford Foundation grant acquired last year, the orchestra members feel they have a case. But even the optimistic among them know that a conservative management and board of directors may give them a stiff up-hill fight.

In summation, their advice to potential applicants is advice they would have appreciated being given before coming there. "If you are coming for the sunshine and balmy air and have money of your own, come join us. If however, you are a professional musician expecting to make a living playing in an orchestra, we suggest you consider the situation very carefully."