

Senza Sordino

Official Publication of the International Conference of Symphony & Opera Musicians

VOLUME XV

74

DECEMBER 1976—NO. 2

PUBLIC BROADCAST AND CABLE T.V.

More for the Arts Viewer?

by Henry Shaw

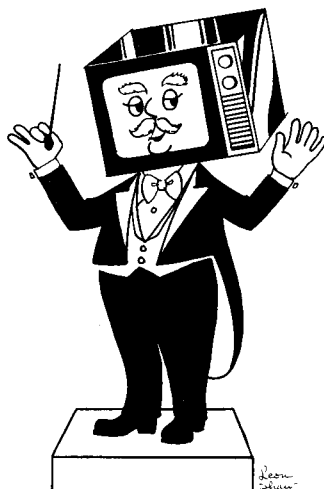
At each ICSOM Conference it seems that there are several agenda items that rise to the top like cream and dominate the conference in time and interest. In 1976 one of these was the subject of public broadcast television and cable T.V. programming, to the extent that they involve symphony and opera orchestras. This is not only the result of the growing impact of culturally oriented programming on viewers but also the fact that a growing number of orchestras have negotiated electronic media guarantee provisions in their trade agreements. Still others, while presently not involved, show interest in pursuing such an arrangement in future agreements. This article is based on the excellent in depth report of the ICSOM Electronic Media Committee presented by Fred Zenone, National Symphony, and John Palanchian, New York City Opera, at the recent ICSOM Conference.

Where public broadcast T.V. is concerned, we are only now becoming aware of its growing potential to all of us. A recent survey on corporate philanthropy shows that cultural activities are clearly attracting increasing attention from the business community in terms of leadership, frequency of support and a larger share of the contribution dollar. It is interesting to note that a 1974 survey shows that corporations gave approximately 32 million dollars in contributions to support cultural activities. Of this survey, 7.58 million, or 23.6%, went to support public T.V. and radio programming. Only 4.27 million was received by arts funds and arts councils.

Growing public interest in symphony, opera and ballet is reflected in growing viewing audiences when such fare is programmed. The benefits to all can only increase in this kind of cultural climate.

One can assume that when early PBTv contracts were drawn it was not envisioned that symphony, opera and ballet would have significant impact on programming. Perhaps in the past, contracts satisfied the conditions for which they were drawn, however, changes should be considered.

The PBTv contract does not provide for a rehearsal schedule. The practice has been, in almost all cases, to make broadcasts of live concert hall concerts. The rehearsals are done, therefore, under the orchestra's master contract, within a normal week of services, and only the broadcast air time is paid under the PBTv contract. This situation is not necessarily a bad one. PBTv rehearsal pay is not as good as the concert rehearsal pay in many of our contracts, however, the current practice allows us to sell the product twice and be paid for it twice — once to the live audience (concert service) and secondly for broadcast (PBTv contract).



Unlike terms of the recording contract, only members of the organization who are used, are paid. At present there is a double pay schedule; one permitting a seven day rebroadcast, another for three year rebroadcast (five year in the case of a documentary). The scale is:

- 1 hour program—\$49.20 for seven day unlimited rebroadcast.
- 1 hour program— 65.60 for three year unlimited rebroadcast.
- 1½ hour program— 73.80 for seven day unlimited rebroadcast.
- 1½ hour program— 98.40 for three year unlimited rebroadcast.

The two column pay schedule is unrealistic. Three years is much too long to allow rebroadcast and the column that allows seven day rebroadcast undersells our product. ICSOM delegates went on record favoring appointment of a committee to work along with the A.F.M. in the renegotiation of the P.B.T.V. contract.

Cable and pay T.V. which to many musicians presently may seem little more than a curiosity, is here to stay. It is entering a period of great expansion both in the number of subscribers serviced and programs offered to viewers. With the aid of a communication satellite orbiting 23,000 miles above the earth, an entire community can be hooked into existing cable T.V. systems. All any community needs is an earth station to pick up the signal.

Cable T.V. programs are provided in the following manner. A cable is attached to the television set. For this service a fee is charged which enables one to view programs which are provided by the cable T.V. company at an additional charge ranging from \$6.50 to \$12.00 per month for service and programs. In addition, other producers are providing programs for a monthly fee which could range from \$12.00 to \$16.00 a month. The largest of these pay T.V. producers is Home Box Office with a subscribed viewing audience of 700,000 nationally. Other producers account for an additional audience of 100,000 viewers. At present movies and sport events dominate the type of programs for sale, but producers are showing a lively interest in expanding their product to include cultural events since it obviously will make their sales approach more attractive to a greater variety of viewers.

Because a national scale and formula is lacking at this time, cable and pay T.V. agreements may be entered into, locally. In 1971 the New York City Opera Co. and Local 802 (represented by the orchestra committee) reached a fifteen month agreement involving cable T.V. on a local level. This contract called for an initial payment to the musician (known as "up-front" money) plus an additional 2.8% for every 10% rise in subscribers over 80,000 (revenue sharing) and was the first contract, in fact, to provide a revenue sharing feature. It certainly laid the groundwork for the current Metropolitan Opera-Home Box Office agreement and is the basis upon which other constituents of Lincoln Center have been negotiating. The Metropolitan Opera agreement calls for a T.V. showing of a live opera performance plus seven re-uses in a month after which the tape reverts to the Met. management. Further re-use may be provided through negotiation.

Discussions on a new T.V. agreement is to begin this month. Hal Davis and Henry Kaiser A.F.M. counsel have gone on record as saying that any A.F.M. contract must include a revenue sharing formula: a "piece of the action" so to speak. A report on the results of the meetings will appear in the next issue of Senza Sordino.

NYC OPERA ENDS 17 DAY STRIKE

The management and musicians of the New York City Opera finally reached agreement on a new three-year contract, after the orchestra had been on strike for 17 days in late September and early October. The orchestra members had been playing without a contract since Sept. 1. This negotiation was made difficult by management's refusal to discuss any substantive issues such as wages, hospitalization, and pension, until the orchestra agreed to drop eleven weeks of non-Opera work which had been guaranteed 45 members in the previous contract. The orchestra would not agree to such a *quid pro quo*, and a strike became inevitable. Even after the strike was in progress, there were no meaningful negotiations until the final few days.

The final settlement, passed by a vote of 55-2, contains the following main features:

Wages: From a base pay of \$340 for a six-performance week (not including rehearsals) last year, up to \$370 in the first year of the new contract, \$395 in the second year, and \$415 in the third.

Rehearsal rates - old rates: \$10.50/hr.; **new rates:** \$11, \$11.50, \$12.50.

Dress rehearsal - old rate: \$37 for a 3½ hr. dress rehearsal. **New rate:** \$43, \$44, \$45.

Per diem - old: \$28. **New:** \$30, \$32, \$33.

Length of season — major changes here. Under the old system, the 45 members of the basic orchestra were guaranteed eleven weeks of non-Opera work per year, in addition to the 23 Opera weeks. If such work were not forthcoming, those members who were unemployed received \$175 a week in Supplemental Unemployment Benefits.

Under the new system, the Opera season has been lengthened in the following manner: Instead of 1 to 1½ weeks of vacation pay, there are now three, paid at personal scale at specified times, rather than a percentage of base salary spread out through the season, as before. (This is an increase of 100% over the previous contract.) Instead of two weeks of pre-season rehearsal, there are now four. This is a gain, for *all 59 players* of 3 to 4 weeks in season over the last contract; the Opera season is now 28 weeks (not including tours) instead of 23 weeks +5% vacation pay.

For the 45 members of the basic orchestra there is a new clause. Each member is to receive a \$1200 credit each year. If management is unable to provide extra work for a player, he/she receives this \$1200. If management does provide extra work, they receive an offsetting credit of up to \$270/wk. for each player employed. Thus, if management secures work for a player which pays \$500 a week, and the engagement is for three weeks, management is relieved of the \$1200 obligation to the amount of \$810. The idea is, of course, to generate more work for the orchestra.

This clause applies to work supplied in Lincoln Center, in the old City Center theater, or in some other place mutually agreed upon. Outside TV or studio work provided by management activates the \$1200 offset; TV, radio broadcasts, or any other media work during the Opera season, do not. The specific dates for this extra work must be designated four months ahead of time; and each individual player must be informed of his status (hired/not hired) by two weeks prior to the engagement.

Other clauses:

A provision protecting the rights of regular extras (players 46 through 59) to the extra work if the instrumentation requires them.

Job tenure and work guarantees for the "extra extras" (players 60-69).

A flat rate of \$320 per member per annum applied to medical benefits (for all 59 players); the money going to the best plan obtainable for the price. This is also an increase of 100% over the previous contract.

A one-time retirement or disability payment of \$2500 (in ad-

dition to the present 5% paid into the AFM-EPW by management).

If management is delinquent by 60 days or more in payments to either pension or medical/welfare funds, the orchestra has the *right to strike* (this because management had failed to pay into the pension fund for a year; the money [\$34,000] was deposited at the conclusion of negotiations).

Sick pay — for members with ten years seniority, there are 40 days paid sick leave over the three years of the contract, in addition to the regular *cumulative* 8 days per year.

There is a new leave of absence clause. Individuals with seven years service may be granted one year unpaid leave of absence on request (on a first come, first served basis within each section).

There are various other minor provisions concerning working conditions, rehearsal hours, etc.

SPECIAL KUDOS to Max Arons, President of Local 802, A.F. of M.; Leonard Leibowitz, counsel; and the orchestra negotiating committee, chaired by John Palanchian.

If it seems complicated, it is!

Dick Johnson
Communications Committee

COPYRIGHT LAWS REVISED PERFORMER'S RIGHTS IGNORED

October 1st marked the date of the first revision in the nation's copyright laws since 1909. If there was a victory it certainly wasn't won by the performing artist, for once again the clout which can be mustered by the broadcast lobby was apparent. Despite changes in the law, the artist was defeated in his fight to gain protection and reward for his product in the form of royalties from the airing of phonograph records. This came as no surprise despite the support given by several influential legislators, foremost of whom was Senator Hugh Scott, Pa. who commented, that "the performing artist is the only contributor on the recording scene who has suffered neglect under the bill."

What makes the pill so hard to swallow is that last summer a provision which would permit musicians, actors and singers to realize revenue from the use of their recorded performances by commercial broadcast, juke box, etc., was defeated in House Subcommittee by ONE vote.

Some of the Copyright Law changes were:

1. An extension in the life of the copyright term to the life of the creator plus 50 years.
2. A limitation on the amount of photocopying that schools and libraries can make of copyrighted material.
3. A restriction in non-profit exemptions from copyright liability.
4. Permission for cable television systems to use programming taken from over-the-air broadcasters as long as royalty payments are made.

Support for the artist's position on performer's rights came from various sources including, of course, the A.F.M., as well as the National Endowment for the Arts, the A.F.L.-C.I.O., Associated Council of the Arts many unions, performer organizations and artists.

Some slight hope can be obtained from the fact that Congress now requires the Register of Copyrights—after consultation with broadcast, recording and motion picture interests—to submit a report to Congress in January, 1978, to outline recommendations of legislation to provide protection for performers. In a sense it seems like a case of giving the fox the key to the hen house. In any case, Senator Scott, who unfortunately will be retiring, was hopeful that the report would provide the means for the introduction of the performer's rights issue, to be judged on its merits in the next Congress.

Henry Shaw, *Editor*

HOUSTON BACK TO WORK WORK STOPPAGE LONGEST EVER

On November 3rd, after a Lockout of 4 months and 18 days, the members of the Houston Symphony Orchestra ratified a new 21½ year agreement.

The new contract provides for a \$15.00 across-the-board salary increase beginning immediately, three more \$15.00 increases at 6 month intervals and a \$25.00 across-the-board salary increase, the last 6 months of the contract. (The contract expires May 27, 1979.) From June 1, 1977, \$5.00 per week; and from June 1, 1978, \$10.00 per week of this salary structure is an electronic media guarantee. This package represents an \$85.00 increase in our minimum scale from a previous minimum of \$280.00 per week to \$365.00 per week, the final 6 months of the contract. (Our season is 52 weeks.)

The difficulty of these negotiations must be ascribed to the overall financial problem under which the Houston Symphony Society was laboring and the total lack of meaningful communication between the Orchestra Committee and the Society concerning these and other problems.

Prior to negotiations, the orchestra had experienced a period of inadequate management with its attendant legacy of soaring deficits, lethargic leadership, poor attendance and perhaps worst of all, an unnecessary amount of bad feeling on all sides. The entrance into the negotiations of a new general manager and his positive influence on the entire situation, must be given a large measure of credit for the final resolution of the dispute.

As a result of these negotiations, the management has achieved new and increased flexibility in almost every area concerning touring, divided orchestra and the use of services. The new contract provides for an average of 8 services per week with a maximum of 9 services in any one week and a limit of no more than two, 9 service weeks scheduled contiguously. We were able to retain our 5 day week but were forced to abandon our fixed day off. We retained our 6 weeks paid vacation, including one week at Christmas, but suffered a reduction in the number of consecutive weeks given in the summer from four to three weeks.

The management has gained the right to divide the orchestra into 3 groups (previously, only 2) and to a minimum of 18 players (previously, only an equal division of the orchestra was permitted.)

Of possible interest to other orchestras, is our system of job protection concerning firing for musical incompetence and demotion in the strings. In this contract, as within the last several contracts, we continue to have a committee called the "Players Committee" composed of 4 principals and 5 non-principals elected by the orchestra. This committee represents a final court of appeal for any musician fired for musical or artistic reasons and its decision is "final and binding." The "Players Committee" has been functioning for some years now and we believe that our system is one of the best in the country.

New to this contract is a "String Demotion Committee" composed of 9 string players elected by the string section (5 principals and 4 non-principals.) This committee functions in the same manner regarding the demotion of a string player as the "Players Committee" functions in cases of dismissal for musical incompetency. Demotion is limited to the removing of a string player to a vacant seat or to the end of the section. (1st Violins cannot be demoted to the 2nds.) An opening created by a demotion is filled by advancement audition behind a screen and only afterward, by open auditions or general advancement, if necessary.

Although this contract falls short of what we had hoped to obtain, we are optimistic that with a new energetic and articulate manager, the next contract negotiation will take place in an improved environment more availing of a speedier and more satisfactory settlement.

The members of the Houston Symphony Orchestra are deserving of the highest compliments for their unified stand throughout

the Lockout and for their quiet and patient endurance of a great many hardships. Without the unified support of the orchestra, these negotiations would have led to a disaster of historic proportions.

Finally, the musicians of the Houston Symphony Orchestra express their appreciation to President Broussard and the officers of our Local No. 65 for their continued help and support, and to Mr. Leonard Leibowitz, who agreed to enter the negotiations during our most difficult period and was instrumental in keeping our ship afloat and in eventually obtaining an acceptable contract.

Jay L. Andrus, Chairman
Houston Symphony Orchestra Comm.

ST. LOUIS FIRST WITH SABBATICAL LEAVE

The St. Louis Symphony musicians ratified a new three year contract by a vote of 57 to 34 after a strike of 5½ weeks. The package includes a guaranteed season of 52 weeks (in the past the society has had a six week option clause but had never used it). Pay increase was \$115. across the board.

Scale for the term of the contract is:

1976-77—\$315. plus \$20. electronic media guarantee, total \$335.
Sept. 1977—\$320. plus \$25. electronic media guarantee, total \$345.
March 1978—\$330. plus \$30. electronic media guarantee, total \$360.
Sept. 1978—\$345. plus \$30. electronic media guarantee, total \$375.
March 1979—\$390. plus \$30. electronic media guarantee, total \$420.

Pension increased in the third year of the contract from \$4700. a year to \$6500. a year. No one is retiring during the life of this contract. Per diem for metro areas under a million population is; \$17.50 plus single room, or \$22. for those sharing a double. If the metro area is over a million population per diem is \$21. plus single room; \$25.50 for those sharing a double.

Improved tour and runout conditions, and string section work load equalization were gained. Also gained was 30 five day weeks and limits on the number of E.M.G. services to be scheduled during a work week.

The contract contains what is probably the first *sabbatical* clause in a U.S. orchestra contract. Because it is unique, it is outlined below.

Each non-probationary musician in the orchestra will be eligible for a sabbatical leave every seven years, to consist of either:

- (1) One full season (52 weeks). Musician shall be paid during this period the product of 45 weeks and ½ the average minimum scale of that season in weekly payments; or,
- (2) The first 26 weeks of a season. Musicians shall be paid during this period the product of 23 weeks and ⅔ the average minimum scale, in weekly payments; or,
- (3) The last 26 weeks of a season. Musicians shall be paid during this period the product of 25 weeks and ⅔ the average minimum scale of that season, in weekly payments.

Musicians electing (2) or (3) above shall have no rotating vacation in the half they work for the orchestra.

Sabbatical grant conditions.

Player must be non-probationary and sign an agreement to return to the orchestra after his leave.

Sabbatical shall be taken solely for purposes of musical study, research, private practice, rest or for solo or chamber music appearances which will potentially enhance the reputation of the St. Louis Symphony Orchestra.

During the sabbatical, no steady employment shall be accepted with another symphony orchestra or educational institution.

No more than two individual sabbatical leaves may be taken in one season and the necessity of temporarily replacing section string players will be left to the judgement of the musical director.

The Music Director and the Artistic Advisory Committee must agree on all selections of the musicians for sabbatical leaves.

In the case of principals taking a sabbatical, associate or assistant principals of the section involved will be requested to serve as principal of the section and will be free to negotiate for an increase in salary for that period. When promotion is not wanted, or agreement cannot be reached on salary, every effort must be made by the applicant and the Society to secure an outstanding player for temporary replacement.

Our special thanks to the other ICSOM orchestras for their mailgrams supporting our position; to Local 2-197, A.F.M., Ken J. Farmer, president; Phyllis Schectman, Federal mediator; and especially Len Leibowitz who did his usual superb job.

Brad Buckley,
St. Louis Symphony Orchestra

CLASSIC RECORD SALES INCREASE

It was not so long ago that virtually every article on the subject of the classical recording scene characterized it as a dying duck; as an industry in dire straights, unprofitable and shrinking. Soothsayers were predicting an early mass. Blame was being laid at the doorstep of record producers for unimaginative repertory planning, and they in turn, were crying about the supposed high cost of producing classical records.

But, unpredictably, there are reports of impressive earnings by the major classical record producers—in the U.S., Columbia and R.C.A., and elsewhere, such stalwarts as Philips, London and Deutsche Grammophon. Not only do they point to a larger quantity of sales and higher profits, (R.C.A. announced increased classical recording profits in the first half of 1976 of 74% over a comparable period in 1975) but also to new activity prompted by successes, and especially to an upsurge in operatic recording.

While a few years ago the domestic orchestras who were recording with any regularity could be counted on the fingers of one hand, recently we find the re-entry of orchestras like the Los Angeles, St. Louis and Cincinnati, to name several, on a regular basis. Whether it is all the result of growing interest in classical music on a broader public base; a preoccupation with more sophisticated stereo equipment, or a variety of other reasons, we hope that the trend continues and that success breeds greater symphony orchestra involvement.

DALLAS SIGNS THREE YEAR PACT

Negotiations with the Dallas Symphony Association began in June but we didn't get down to the "nitty gritty" until a week before the contract expired. As the deadline neared, the orchestra rejected several offers. The night before the contract expired September 13, the orchestra agreed to play and talk for one week. Before that week had ended, a lengthy meeting was held to consider another offer. It was agreed to accept the offer except for the dismissal clause and a further extension of four days was offered. On Wednesday, September 23rd, the orchestra voted to strike if the dismissal clause controversy was not settled. The next morning management agreed to a change in the clause and the orchestra voted to accept the contract. The following is a brief summary:

1976-77—49 weeks, 4 wks. paid vacation, \$316.75 per week minimum
 1977-78—52 weeks, 6 wks. paid vacation, \$328.00 per week minimum
 1978-79—52 weeks, 7 wks. paid vacation, \$361.00 per week minimum

Included in the figures above are a \$5. per week electronic media guarantee the second year (\$260.) and a \$10. guarantee the third year. (\$520.)

Pension at normal retirement (vesting after 15 years of service) was doubled to \$400. a month this year and \$500. a month the remainder of the agreement.

Term life insurance—\$5000., \$10,000., and \$15,000.

Increased medical coverage for the orchestra member only.

Better audition procedures, the committee having an equal vote with the conductor in the finals.

The dismissal clause now provides a majority vote of the Appeals Committee to dismiss a musician in his first year and a 2/3 vote in any subsequent year.

The opera season is now back under the symphony contract.

The working conditions we lost in order to obtain these increased benefits is very long; the most important was that we now have mandatory retirement at age 65. The negotiation team consisted of a hard working orchestra committee and Dick Cole, of Local 147.

Betty Girko Patterson
Dallas Orchestra Committee

ICSOM OFFICERS

CHAIRMAN

Irving Segall
Philadelphia Orchestra
1219 Glenview St.
Philadelphia, Pa. 19111
Phone: (215) 745-4507

VICE CHAIRMAN

Robert Maisel
St. Louis Symphony
7 Locust Drive
Belleville, Ill. 62223
Phone: (618) 397-3051

SECRETARY

Stanley Dombrowski
Pittsburgh Symphony
R.D. No. 3
Export, Pa. 15632
Phone: (412) 327-0969

TREASURER

John Palanchian
New York City Opera
277 Walton St.
Englewood, New Jersey 07631
Phone: (201) 567-2631

EDITOR, SENZA SORDINO

Henry Shaw
Cincinnati Symphony
1577 Elizabeth Pl.
Cincinnati, Ohio 45237
Phone: (513) 242-7758

ICSOM AREA REPRESENTATIVES

EASTERN ORCHESTRAS

Frederick Zenone, National Symphony
2237 Williams Ave., Vienna, Va. 22180, Phone: (703) 560-1320

Baltimore Symphony, Boston Symphony, Buffalo Symphony, Metropolitan Opera, New Haven Symphony, New Jersey Symphony, New York City Ballet, New York City Opera, New York Philharmonic, Philadelphia Orchestra, Rochester Philharmonic, Syracuse Symphony, National Symphony.

SOUTHERN ORCHESTRAS

Elizabeth Patterson Girko, Dallas Symphony
4051 Meadowdale, Dallas, Texas 75229, Phone: (214) 350-7136

Atlanta Symphony, Birmingham Symphony, Dallas Symphony, Florida Symphony, Houston Symphony, Kansas City Philharmonic, Nashville Symphony, New Orleans Symphony, North Carolina Symphony, St. Louis Symphony.

CENTRAL ORCHESTRAS

Bert Siegel, Cleveland Orchestra
2621 N. Moreland Blvd. Cleveland, O. 44120, Phone: (216) 752-0344

Chicago Lyric Opera, Chicago Symphony, Cincinnati Symphony, Cleveland Orchestra, Detroit Symphony, Indianapolis Symphony, Milwaukee Symphony, Minnesota Symphony, Pittsburgh Symphony.

WESTERN ORCHESTRAS

Melanie Burrell, Denver Symphony
415 Garfield St., Denver, Colo. 80206, Phone: (303) 388-1333

Denver Symphony, Honolulu Symphony, Los Angeles Philharmonic, Oakland Symphony, Oregon Symphony, Phoenix Symphony, San Diego Symphony, San Francisco Symphony, Seattle Symphony.

ICSOM ATTORNEY

I. Philip Sinsler
380 Madison Ave.
New York, N.Y. 10017
Phone: (212) 867-2100

SENZA SORDINO is the official publication of the International Conference of Symphony and Opera Musicians and is published six times a year on a bi-monthly basis. ICSOM is affiliated as a conference of the American Federation of Musicians of the United States and Canada, AFL-CIO.

HENRY SHAW, Editor—Mailing address: 1577 Elizabeth Pl., Cincinnati, Ohio 45237

Subscriptions: A.F.M. Members \$2.00 per year
Non-Members A.F.M. \$5.00 per year