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THE N.S.O. STRIKE

A Report

By Fredrick Zenone, National Symphony Orchestra

Each contract negotiation has a life of its own that is influenced by the events and people most closely associated with it. The National Symphony's most recent one was a case in point. It was characterized by new faces, different ideas, outrageous proposals, and general Kafkaesque qualities indicating that things were out of control for a very long time.

Negotiations began in June with the exchange of contract proposals. The new faces were the attorney for the Association, a new managing director, and the new spokesperson for the Association bargaining team, Mr. Richard Kleindienst, former Attorney General of the United States. We began with our usual list of essentials and we were presented with a *fifty-nine page* list of proposed management changes ranging in seriousness from administrative details to the elimination of the player review committee in non-renewals. Clearly if this were all to be negotiated we would be at the bargaining table for a year.

Minor concessions were made during the June session and from then until mid September the Association cancelled every scheduled

Guarneri String Quartet refused to play in the Kennedy Center Concert Hall while we were on strike. The Philadelphia Orchestra postponed their concert and the Pittsburgh Symphony refused to cross our picket line even though they knew that each member would lose the pay for the two services scheduled at the Kennedy Center.

It seems more than coincidental that at the moment when the Guarneri Quartet made known its intention to cancel, the Park Police in Washington warned the picketing Symphony members that they were subject to arrest for picketing a national monument. *At the moment when the police finally came to arrest Symphony members who refused to relocate their picket line, Rostropovich, hearing that there was to be trouble, came and placed himself at the head of the line. He walked for three hours with us until the police decided there would be no arrests.* It was, to say the least, a tense and emotional time for us. The next evening, which was to be the opening night of the season, he was back on the line with us again. During the course of the strike Rostropovich made additional offers of support to the musicians including offering to play a strike fund concert of four concerti with a chamber orchestra and the offer to make his personal money available to musicians who were having "material difficulty." These offers were thwarted by our management ostensibly because of a fear of being charged with unfair labor practices.

In the second week of the strike the Association cancelled the Mexico City engagement. The orchestra committee received a call from the American ambassador to Mexico asking if there was any way the engagement could be saved. He assured us that all the services of the embassy would be at our disposal. Mr. Sipser and the Ambassador worked out the arrangements even to the extent that a \$65,000 proposed deficit would be covered. Because of the short time available, this arrangement required the cooperation of the Association in loaning some trunks, music, instruments and their cooperation in permitting Rostropovich to conduct. *That gesture was withheld because they felt that unless the concerts were presented under their auspices they could not vouch for the integrity of the concerts or the safety of the musicians. We were prepared in the first instance to assume the burdens as always and in the second to provide at least as much insurance and tender loving care as they do.*

Problems continued to mount. Individual Board members were unable to deal with the idea that there were any problems but their own and that some problems require imaginative solutions not ultimatums. In every case we were put in charge of *imagination* while they managed their *personal affairs*.

The Board's new posture in these negotiations seemed to be manifest in Mr. Richard Kleindienst's point of view. It is our opinion that he continually underestimated the orchestra's resolve. Such miscalculation is a scenario for disaster. The siege continued for five weeks before resolution.

In retrospect it is hard to imagine a situation wherein so much can go wrong and still be resolved with a fine contract. For the first time in the history of our negotiations the Board of Trustees were present at all bargaining sessions and indeed they, not the management, assumed the major role in the bargaining.



Photo: Richard Braaten

Pictured left to right: William Foster, M. Rostropovich, Fredrick Zenone.

session. It was a curious position for them to take because they had scheduled additional important concerts during the first week of the new season and a week in Mexico City during the second week of the season.

Two days before the contract expired we resumed serious talks at which time the Association made an offer of a one year contract which was essentially a wage offer and little else of substance. That position represented a flip on their part because we had previously agreed to their demand for a three year contract. Even at that, we were prepared to negotiate a one year package. Our only reluctance to settle was based on the conviction that their offer was a particularly bad one. The orchestra voted 81 to 3 to reject their offer and voted unanimously to strike. The contract expired.

At that time our friends in the music world came forward. The

Even now, there is no indication that this cannot all happen again. There seems to be little recognition that this needless strike was the result of a particular state of mind. There is a willingness to assign the blame to an unfortunate convergence of events that will not all come together again. We are not so optimistic or even so naive. During the course of this contract some changes other than just the passing of time will have to come to pass.

During the time of our strike the musicians of the orchestra in the Kennedy Center Opera House, a new ICSOM orchestra, were having their own contract difficulties and on October 15 they too went on strike. Their strike was marred by a group of traveling musicians who continued to cross that orchestra's picket line. When the National Symphony finally had a ratified contract, the Opera musicians were still on strike principally over the issue of job security. We had a decision to make. It was not easy to ratify a contract after a five week strike and then face the possibility of staying out indefinitely until another strike was settled. In spite of the difficulty we made the only decision that made sense to us. *One hour after ratification of a new contract the Symphony, in the face of real financial hardship, decided to honor the Opera House picket line and remain out.* It was a unique situation of two ICSOM orchestras working under one roof and many Symphony members welcomed the opportunity to demonstrate their strong feeling about the issue and about trade unionism. Our personal financial difficulties became even more painful because our strike fund payments stopped when our contract was ratified. *It was at that moment that an unsolicited check for \$500 arrived from the members of the Boston Symphony.* In addition to helping our badly strained treasury it reinforced our belief that our colleagues knew and cared about what we were doing. Our support of the Opera musicians coupled with the support of the Central Labor Council here brought sympathetic job action from the stagehands and projectionists in the Kennedy Center. Within the next week the issue of job security was settled and those musicians voted to continue their bargaining under a play and talk agreement. Six weeks after the beginning of our strike the National Symphony went back to work.

The settlement itself was remarkable in the face of such a disastrous situation. The wage package was \$120 (440, 480, 510-520), the pension was raised to \$10,000 with 30 years of service at age 60. Medical care previously was good with an unlimited major medical benefit but in this contract the dental coverage doubles (\$2000. per year normal care plus \$2000. maximum on orthodontics, dentures, and crowns). We have a two year trial period of revolving strings. Per diem will be \$24., \$26., \$27. with the Association paying for single hotel rooms. Maternity care is up to \$1500. The main thing that is distasteful to us is a new provision for mandatory retirement at age 70 but all players affected during this contract are exempt and further, are eligible for the pension that will be negotiated in the next contract.

Throughout the negotiations the orchestra made known its very strong feeling that we were reaching the point now at which it was no longer tolerable that a musician of long service ready for retirement could still be at or near minimum salary and could be replaced at the same salary by a new musician. It seemed little to show for a lifetime of experience and dedication and represented to us what was wrong at this moment with orchestral playing as a career. Our response to that was to negotiate a seniority package that by the third year would pay \$3. per week per year of service paid in 5 year increments to a maximum of twenty years and \$60. a week. That provision will apply to all musicians regardless of personal salary. We are convinced that for our orchestra it is right. As a career projection, \$60. per week over personal scale is still woefully inadequate but, as a step away from the way the symphony musician has been paid in America, it represents a huge departure. It is our very real hope that by the time we negotiate again other orchestras will have much better provisions in this area and that the idea will have born fruit in many places. The real test of the resolve of this orchestra was the fact that we were able, in one contract, to ne-

gotiate a parity of \$120. increase and a \$3. per week per year service increment.

Our very deep gratitude goes to Phil Sipser and Leonard Leibowitz who burned the midnight oil with us far beyond the call of duty, to Local 161-710 and President Kaufman for their unfailing support and to our friends and colleagues everywhere who never asked *why* but did what they knew they had to do and wanted to do to support us.

BOSTON TESTING NEW VARIATION IN STRING SECTION ROTATION

The Boston Symphony has a revolving seating plan for members of the string section (we call it rotation). It is presently on a trial basis and participation in it is totally voluntary. So far, the most extensive participation has been among the second violins which, perhaps significantly, has many of the youngest players.

Basically the plan is very simple. The instrumentalist moves counter-clockwise through the section, by-passing those members who have chosen to remain in their own seat. Excluded from this system are the first three stands of first violins and the first two stands of the other sections. The timetable for seating changes is approximate because of programming (about once a month during the regular season and once a week during Pops and Tanglewood seasons). Our personnel manager keeps track of and posts the seating lists for each concert.

An interesting feature of the set-up is the provision to eventually consolidate both violin sections. This will be done in the following manner: as first violin seats become vacant they will become "open" seats, occupied by those first and second violinists who are rotating. The new violinist will become a member of the second violin section and will be required to join in the rotation (no first violinists ever rotate into the seconds).

Opponents to rotation believe that the musical benefits of rotating are negligible; that they are more comfortable having the same stand partner; that, by having auditioned for it, they have earned the right to sit in a particular seat; and that the public will have a closer rapport with the orchestra if they can identify familiar faces on the stage.

Proponents of rotation believe that varying stand partners and perspective improves one's musical ear and one's playing; that continually sitting in the back of the section becomes depressing, and when directly in front of brass and percussion players causes ear damage; and that, for second violinists, the chance to play first violin on occasion will make them better players and orchestra members.

The present plan has undergone some minor changes, for instance, in the method of listing names on programs and in the period of time between seating changes. However, until more members decide to participate, it cannot be considered an unqualified success, and, as it is a trail balloon, may never really get off the ground.

Gerald Elias, Boston Symphony

WANTED: INFO ON ACOUSTICAL FIRMS

The projected remodeling of the Seattle Opera House has involved Nancy Griffin, Seattle Symphony, in an interesting project. She is researching acoustical firms and accumulating data on acoustics. Having phoned various ICSOM colleagues to get feedback on firms that have done work for their orchestras and how the results are functioning, she is starting a preliminary file that could grow into a valuable source of information on this subject for other orchestras.

Anyone who has information or clippings to contribute can send the items to:

Nancy Griffin
Box 12060 Capital Hill Station
Seattle, Wash. 98112

DETROIT PLAYS, TALKS AND SIGNS

On Tuesday, 7 November 1978, having worked nine weeks into the current season playing-and-talking, the musicians of the Detroit Symphony Orchestra voted 74 to 18 to accept the package recommended by their negotiating committee. Benefits are retroactive. The major elements of this three year settlement which touches virtually every area of this contract are:

WAGES: Across the board increases of \$40. (1978-79) to \$440. weekly; \$40. (1979-80) to \$480. weekly; \$30. (1980-81) to \$510. and, effective March 16, 1981, \$30. to \$540. weekly. Scale for the 1977-78 season was \$400.

VACATION: Seven weeks first two years; an eighth rotated week third year.

SENIORITY PAY: One dollar per year of service in increments of \$5.-\$10.-\$15. and \$20. as a minimum overscale (beginning in the second year of the contract).

DENTAL INSURANCE: Family plan beginning in the second year of the contract to include a basic \$1000 maximum benefit per person per year; comprehensive Prosthodontic Services and Orthodontic Services. All 50% co-payment.

LIFE INSURANCE: Increase from \$20,000 to \$25,000.

A. D. and D. INSURANCE: Increase from \$25,000 to \$30,000.

LONG TERM DISABILITY: 60% of scale (i.e., \$1400 plus/month in the third year. Coverage to age 65. Ninety days elimination period.

SICK LEAVE: Upon the expiration of normal sick leave benefits, a musician will receive half-pay until disability begins.

PENSION: Effective Sept. 15, 1980 but available to all musicians retiring anytime during the term of this agreement; \$10,000 a year with 30 years of service at 60 years of age. (Pension was \$7200. yearly with 30 years service at age 65). Mandatory retirement age raised to age 70.

FIVE DAY WEEKS: Was increased from 25 to 30 in the third year of the contract.

TRAVEL: First class single rooms. Any musician occupying a double room will receive \$5. a day and any musician taking accommodations other than those provided will receive \$20. a day. Per diem for the term of the contract will be \$24.—\$26. and \$28.

FOREIGN TOUR: A 35 day European tour during the Autumn of 1979. All terms and conditions shall be the same as domestic touring except that per diem shall be increased by 75% to \$45.50, corrected to the currency exchange rates of Sept. 11, 1978. There shall be six services per week except that one week shall have seven and one week shall have four. Any other foreign tours shall be negotiated with the orchestra committee.

ELECTRONIC MEDIA: For all radio and television broadcasts (special or of regular concerts) and all phonograph recordings, musicians on minimum call (which shall be for the entire orchestra) shall receive 2/3 of the applicable scale and in addition to receiving scale, overscale players will receive overscale pay in accordance with a formula defined in the contract.

Local broadcast of concert tapes	Free
Statewide syndication of concert tapes . . .	\$10/tape
National, non-commercial syndication . . .	\$10/tape
National, commercial syndication	\$28/tape

Generally speaking, there was improvement across a broad front of travel and working conditions: a guarantee of pure jet, a limit on the number of tour days per contract year, increased pay for travel on tours and run-outs and after midnight, a guarantee of a player roster to appear in all programs, individual mail boxes for messages and checks and the expressed right for an individual musician to examine his or her individual personnel file.

This settlement, like that of three years ago, is both wide-reaching and substantial. Something more than "thanks"—something more even than admiration, recognition and respect—is due Leonard Leibowitz for service far beyond what might have been due or reasonably expected.

The orchestra would also like to extend its appreciation to Local No. 5, the Detroit Federation of Musicians and to its President, Merle Alvey. A final, yet encouraging note is that the relationship between the musicians and the management of our orchestra, which has had a tumultuous history, appears to be redefining and refining itself—something which, if continued, can only improve the whole state of the Detroit Symphony Orchestra.

The Detroit Symphony Orchestra Negotiating Committee,
Linton Bodwin, Douglas Cornelison, Paul Ganson,
Joseph Goldman and Wesley Jacobs

SAN ANTONIO SYMPHONY WINS GAINS

This past season the members of the San Antonio Symphony were engaged in the negotiating of a new master contract with the Symphony Society of San Antonio. After a slow beginning, bargaining proceeded until a new agreement was reached at season's end in May 1978. Ratification was by vote of 38 to 30. The new master contract is for the next three years, 1978-81.

Last year's minimum salary was \$245 weekly for 34 weeks. Included in the following outline are some of the gains made by the musicians.

I. WEEKS & SALARY

1978-79—35 weeks—\$265.	\$9275.
1979-80—35 weeks— 280.	9800.
1980-81—36 weeks— 300.	10,800.

II. PENSION

The pension plan's expense will be borne by the employer.

III. APPEALS

Establishment of appeals procedure in dismissals for incompetence or cause. Procedure for granting of tenure also defined.

IV. WORKING CONDITIONS

- a) Elimination of 3 hour services.
- b) Overtime procedure clarified.
- c) Temperature clause.
- d) Five minute conductor option at rehearsal's end dropped.
- e) Limitation on travel & performances during tours and run-outs.
- f) Per diem—1st & 2nd year—\$17. per day
3rd year —\$20. per day
- g) Equalization of services in string section.
- h) Grievance and Arbitration clause.
- i) Three personal days leave allowed.
- j) Six extra paid holidays.
- k) One year leave of absence.

As you can see, most of our advances were not of major importance. I would say our biggest gains came in the new format of the contract (with less ambiguity and more specific definition), the pension plan, appeal procedure, and the grievance and arbitration clause.

James Hoskins
San Antonio Symphony
ICSOM Representative

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MEASUREMENT OF NOISINESS ACCORDING TO LOUDNESS OF SOUND AND LEVEL OF CONCENTRATION

Level of Concentration*	Noise Level in decibels*											
	<60	60-69	70-74	75-79	80-82	83-84	85-86	87-89	90-94	95-99	100-104	> 105
Job of low to moderate concentration	**0	1	2	3	6	7	8	9	10	10+	10+	10++
Job of high concentration	**0	5	7	8	9	10	10+	10+	10++	10++	10++	10++

* If levels vary over the period of exposure, a time weighted average must be calculated.

** Shows impact of noise on a scale of 1 to 10 at denoted decibel reading.

What this table shows is that under conditions of intense concentration, the *impact* of noise changes considerably. Whereas the level of 90dBA is the industrial 8 hour maximum allowable by US law, under conditions of intense concentration the equivalent of this level is in fact reached at 73-84dBA. This scale is actually in use in France. French government critics of the formula point out that it takes into account only steady noise and does not evaluate impact or impulse noise. Furthermore, it does not conform to a French government health and safety administration ruling which holds that 70dBA is the maximum allowable for work that demands sustained attention and precision. At this point it is useful to remember a) that the US 90dBA standard is 10dBA higher than that of most

other industrialized countries; and b) at 90dBA many people develop a 25dBA hearing loss at frequencies of less than 2,000Hz and unlimited loss at higher frequencies, but this is not regarded as "impairment of hearing" in US law. Impairment is defined as not being able to communicate.

Sources: Table from Theureau J. et Tort, B. "Contributions des recherches ergonomiques a la constitution d'une methodologie d'enquete statistique sue les conditions de travail" 1977, Societe de recherche d'amenagement et de developpement economique, Paris, p. 55 Stellman, J. & Daum S. "Work is dangerous to your health" Vintage Books, N.Y. 1973, pp. 92-120.

BALTIMORE INKS THREE YEAR CONTRACT

The Baltimore Symphony Orchestra has reached agreement on a new three-year contract.

The first year, the musicians will receive \$320 weekly for the full 45 week season and the second year, they will receive \$340 for the first 38 weeks and \$355 for the remaining seven weeks: in the third year, they will receive \$380 for the first 38 weeks and \$410 for the remaining 8 weeks, which is an increase of one week in the season in the third year. The 1977-78 minimum salary was \$300 weekly.

In the third year, we will receive full Blue Cross and Blue Shield Family Coverage. In the first and second years, there will be three weeks vacation, plus one additional week for those members of the orchestra who have been in the orchestra for ten years or longer and in the third season, we will receive four weeks vacation, plus one additional week for people who have been in the orchestra ten years or longer. Life insurance has been increased to \$10,000 for accidental death and a new pension plan has been agreed upon, with a minimum pension of \$400 per month.

Our thanks to Lennie Leibowitz for his very able counsel; Keith Kummer, then president of Local 40, A. F. of M., Members of the Orchestra Committee were Daniel Brown, Chairman, David Fetter, Langston Fitzgerald, Charles Underwood, Bruce Moore and Leo Le Page.

Leo LePage, Baltimore Symphony

CHANGING THE WAY OF CHANGING

At the last ICSOM general meeting in San Diego, delegates voted to amend the ICSOM By-Laws, Article X, Section 2. The proposed change, having to do itself with changes or amendments to the By-Laws, required orchestra ratification.

Happily, I can report that the change is now complete, with the ratification vote being 35 aye, 3 nay, 3 requests for extension outstanding, 6 not participating.

There should be several immediate effects to this change. The first should be a step away from "Legislation by Default," a step helping to prevent *non-participation* by member-orchestras for whatever reason—late season opening, tours, or plain laggardness—from becoming, however unintended, a *vote of non-affirmation*. The old procedure required 2/3 affirmation of *all* ICSOM or-

chestras. The new procedure will require 2/3 affirmation of those orchestras participating in the voting, provided that a minimum of 50% of ICSOM orchestras participate. Secondly, the time span, or orchestra ratification was increased, from 60 to 90 days. This should remove the necessity of time-extension in most cases.

The official family of ICSOM sincerely thanks those delegates who took prompt action on this change as well as the changes proposed and ratified in recent years. We are all active, working musicians primarily, so it is especially commendable when our delegates take the little free time available to act in our collective interest. ICSOM's acknowledged strength comes from just such dedication.

Stanley Dombrowski, Secretary

N.E.A. CHALLENGE GRANTS AWARDED

The second round of Challenge Grants resulted in funds awarded by the National Endowment for the Arts to twenty one orchestras. Twelve major, four regions, five metropolitan and one urban orchestra either were awarded or shared awards that totaled about \$10 million. Those sharing this money must raise three dollars for every dollar granted by the N.E.A. Some of the orchestras receiving grants in the second round were:

Boston Symphony	\$ 850,000
Chicago Symphony	\$1,000,000
Dallas Symphony	\$ 450,000
Denver Symphony	\$ 450,000
Honolulu Symphony	\$ 100,000
Minnesota Symphony	\$ 750,000
New York Philharmonic	\$ 850,000
Rochester Philharmonic	\$ 450,000
San Francisco Symphony	\$ 750,000
Syracuse Symphony	\$ 225,000

Symphony orchestras will benefit from the grants made to the following Combined Arts Organizations:

Arizona Commission on the Arts and Humanities	
the Arts and Humanities	\$480,000
(The Phoenix and Tucson Symphony Orchestra)	
Cincinnati Institute of Fine Arts	\$2,000,000
(Cincinnati Symphony Share, \$730,000.)	
United Performing Arts Fund	\$570,000
(Milwaukee Symphony and Chicago Symphony Ass'n of Milwaukee)	