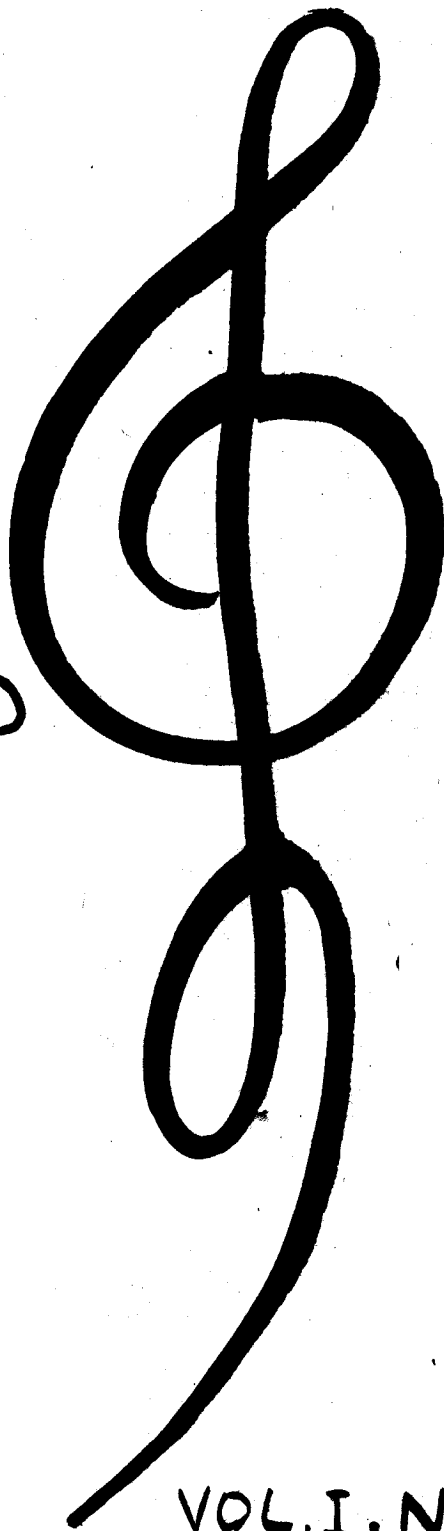


SENZA
SORDINO



VOL. I, No. 3
MAY, 1963

SENZA SORDINO

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

9800 South Vanderpoel
Chicago 43, Illinois

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(Labor Donated)

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SENZA SORDINO, in response to many requests, is offering individual subscriptions, at the price of \$5.00 per year. The individual subscriber is advised that the number of issues per year is undetermined, and that the price is exorbitant; he therefore is not only a subscriber, but a financial supporter. It is just one more desperate device to make SENZA SORDINO solvent.

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It had been our intention, originally, to complete publication of the chart in three issues. We have decided, however, to publish the remainder of the chart in this, the second installment. We urge that both the March issue and this one be kept together to make one combined chart.

Schedule of requested sums for the next issue of SENZA SORDINO, arranged according to the number of copies any orchestra may receive:

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60- 74 copies	\$15.00
75- 89 copies	\$18.00
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IMPORTANT!!

Mr. George Zazofsky, Chairman of the Boston Committee, and Chairman pro tem of the International Conference of Symphony and Opera Musicians, has called a new symposium, to take place on June 6, 7, and 8 in Rochester, New York. Twenty-six orchestras have been asked to send delegates, and an invitation has been sent to the American Federation of Musicians to send a representative.

We urge all orchestras to do their utmost to be represented at this vital conference. The agenda will be prepared at the first meeting, and will cover subjects of the greatest importance. Each orchestra will bear the expense of its own delegates.

For complete information write to:

Mr. George Zazofsky
18 Fredana Road
Waban, Massachusetts

EDITORIAL

The lion's share of this issue of SENZA SORDINO is being devoted to the Cleveland Orchestra. Its problems and struggles are those of most orchestras, but magnified and distorted in a macabre fashion, as in a carnival mirror. It is fighting for its rights with a courage and determination that can only inspire awe and admiration. Many Cleveland members have laid their jobs on the line, and have given time, money, and enormous energies to the task.

The American Federation of Musicians has, it is regretted, seen fit to either support the efforts of Local 4 to crush its own members; or has wearily lifted the placard of "Local Autonomy", thus washing its hands of the sins of the Cleveland Local. This whole mysterious realm of the occult called "Local Autonomy" will come in for some scrutiny in a succeeding issue of SENZA SORDINO—in the meantime, however, read the Cleveland story carefully, and see the damage that "local autonomy" can do.

The focus of the Cleveland struggle is on the question of ratification. This problem is one which is exercising many orchestras throughout the Federation, and one which is being met with a variety of responses from various locals. The Federation itself, as a matter of policy, supports ratification, but in practice takes whatever view is momentarily expedient. The locals themselves usually oppose ratification, then grant it as a circumscribed right. Cleveland's case is different only in the ferocity of Local 4's opposition, and the repressive lengths to which it is willing to go in order to suppress the will of its most highly professional members. (For a totally different union response, see this issue's News Items, under Indianapolis.)

We suspect, however, that the end result will be the same: eventually, after much litigation and bloodletting, Local 4 will grant ratification, but the damage to the Local's reputation and self-respect will be severe. Whether the Federation will come out of it without mud on its face depends entirely upon what attitude it takes henceforth in the matter of ratification generally, and Cleveland specifically. If it continues to aid and abet the Local, it will never be regarded with respect by serious musicians again; if it defends, as a matter of right and justice, the members of the Cleveland Orchestra, and uses its great influence and strength to improve the policies of Local 4, it will have earned the gratitude and respect of all. The bitterness in Cleveland is the American Federation of Musicians' opportunity.

SENZA SORDINO wishes to advise all readers that there exists a newsletter, published in New York City, which carries on the same fight as does SENZA. It is called "The Musicians' Voice," and is put out by a group of New York musicians who find that the profession of music is in a sad state, and who have some specific solutions in mind. It tilts lances with the Federation, demands fairness and improvements in contracts, and raises a storm in all musical areas, from Bar Mitzvahs to Symphony Orchestras. SENZA SORDINO congratulates "The Musicians' Voice" on its high professionalism, its devotion to democratic trade unionism, and its brave efforts on behalf of musicians. We urge everyone to subscribe: ten issues per year, \$3.00; or \$5.00 for a supporting subscription; or \$10.00 for sponsoring subscription. Write: "The Musicians' Voice", 1687 Broadway, New York 19, New York.

The following is the report of the Cleveland Orchestra members to the McClellan Committee. Further items, bringing the story up to date follow in other parts of this issue.—Editor

A COMMUNICATION TO THE MCCLELLAN COMMITTEE

We members of the Cleveland Orchestra propose that additional Federal legislation, guaranteeing the right of contract ratification to union members, is needed to insure bona fide union representation for minority working groups within a labor union.

Our reasons should become clear from the following. Although we are confining our observations to a situation that exists in Cleveland, difficulties like those we describe are faced by the members of many symphony orchestras throughout the country.

RECENT HISTORY OF NON-REPRESENTATION AND FALSE REPRESENTATION BY OUR UNION, THE CLEVELAND FEDERATION OF MUSICIANS, WHICH IS LOCAL 4 OF THE AMERICAN FEDERATION OF MUSICIANS

Secret Summer Concerts Contract

In September, 1958, after about two months of negotiations kept secret from the members of the Cleveland Orchestra, the officers of Local 4 secretly signed an agreement with the management of the Orchestra providing for wages and working conditions for the following three summer seasons of the Cleveland Summer Pops Orchestra, 1959 through 1961. The existence of the summer concerts agreement was not made known to the Orchestra members until three months after it was signed. A strong protest, in writing, by the Orchestra members over certain terms of this Agreement, when it was finally revealed, and over the secrecy with which it had been negotiated was ignored by the union.

Long-term Winter Concerts Contract Signed Despite 85 to 10 Rejection by Orchestra Members

In the spring of 1961, a new union-management contract covering the following regular winter season, or seasons, was to be negotiated. Orchestra members, despite our request to have observers at negotiating sessions, were excluded from any genuine bargaining sessions. Orchestra members from our five-man Orchestra Committee, however, were permitted to attend three meetings with union and management officials, at which the union and management officials together tried to get the Orchestra members to back down from positions taken by the Orchestra membership at Orchestra meetings. The terms finally agreed upon by the union were basically those offered by management and not those proposed by the Orchestra membership. (Example: The Orchestra members wanted to bargain for job security against arbitrary, unjustified firings. The union officials were against our having any job security. The contract eventually agreed to between union and management contained no provision for such guarantees.)

Consequently, when the union, for the first time in its history, and because of a statement made by the union's lawyer in Federal Court, took an "advisory" vote of the Orchestra membership on acceptance or rejection of the three-year contract they proposed, the Orchestra members voted 85 to 10 to reject this contract. Despite this rejection, and despite protesting telegrams immediately sent to management and to the President of the Union's parent American Federation of Musicians, union and management signed the three-year contract the very next morning. This contract is now the subject of a lawsuit in an Ohio Court, as described below under "Litigation."

Participation in Summer Concerts Negotiations Again Denied Orchestra Members

In the spring of 1962, a new union-management contract covering summer concerts of the Cleveland Summer Pops Orchestra was to be negotiated. This time the union totally rejected a request of the Orchestra membership to have observers at bargaining sessions and totally ignored the Orchestra Committee. Instead, the union sent questionnaires individually to each member of the Orchestra to find out, principally, what would be the least desirable terms each individual member would accept. When union and management had made their arrangements, the union notified the Orchestra members of the terms of the new contract by sending a summary of the terms to management and requesting that this summary be posted on management's official

bulletin board. No copy was transmitted to the Orchestra members.

FAILURE OF ALL OUR EFFORTS SO FAR TO COMPEL OUR UNION TO REPRESENT US

On the Local Level

The members of the Cleveland Orchestra constitute numerically about 3% of the membership of Local 4, although performing nearly 50% of the musical work in Cleveland.

In January, 1954, after unsuccessful efforts to obtain any satisfaction from our Local Officers through discussion, we submitted a resolution to the membership of Local 4, which would have required local membership ratification of symphony orchestra contracts. The largest number of non-symphony musicians ever to attend a union meeting in the last fifteen years, many of whom play an occasional Saturday night dance job and some of whom never play a musical instrument professionally at all, came to that meeting. Why they came in such large numbers we cannot say. They could not have been affected in any way by the outcome, and many of them obviously did not understand the resolution. Almost to a man they voted against it. The resolution was defeated overwhelmingly. We never again submitted a ratification resolution to the membership.

Being only 3% of the local's membership, we have not been able to unseat any incumbent officials in the Local's biennial elections.

After the failure of further oral and written attempts to persuade union officials to let us ratify union-management agreements, our Orchestra Committee submitted to the Executive Board of Local 4 in January of 1960, a 32 page Petition and Brief asking for the right of contract ratification and forcefully presenting our reasons. We hoped that the Executive Board would either grant our petition because of the justice of our arguments, or would reject the petition so that we could appeal to the parent International Executive Board. The Local's Executive Board did neither. For eleven months it made no reply whatsoever, despite our insistent requests for an answer, until we made it clear that we were ready to go to court. We then received a communication from the union saying at the same time that we were being granted the "privilege" of ratification, but that the Executive Board reserved the right to overrule us. We rejected this so-called "limited ratification" as being worthless.

On the International Level

During the long period when we could obtain no answer from Local 4 to our petition for the right of ratification, we sent a copy of our petition and brief to Mr. Herman Kenin, President of the parent American Federation of Musicians, and further explained our situation to him, both in person and in writing. Mr. Kenin expressed sympathy and declared that he, personally, believed in the principle of ratification. However, he gave us a firm decision that this was a matter for "local autonomy" and that he would do nothing to help resolve the situation, and he warned us against court action.

During the summer of 1960, the position of the International Executive Board against our efforts became more clear when, at a Symphony Orchestra Symposium sponsored by the International and attended by representative members from twenty-odd symphony orchestras plus officials from their local unions, our International officers refused to let the Symposium take an advisory vote on the principle of ratification.

In the autumn of 1960, the International Union took an even more definite position against our basic rights when President Kenin's office supported Local 4 in its edict of July, 1960 forbidding any members of Local 4 to collect among ourselves for any purpose not specifically approved by the Local's Executive Board. This edict, now the subject of Federal Court action, will be referred to again below.

Recently, the International Union cancelled a scheduled Symphony Orchestra Symposium for the summer of 1962, giving as its reason the current litigation between Local 4 and members of the Cleveland Orchestra. Representatives of 12 symphony orchestras, meeting on their own initiative in Chicago in May of last year, noting this attempt to stifle inter-communication among symphony orchestras, officially interpreted the cancellation of the Symposium as a further indication of support by the International officials of Local 4 officers against the Cleveland Orchestra membership.

Under the Landrum-Griffin Law

Adverse decisions in the Federal District Court and in the Sixth Circuit Court of Appeals indicate that we cannot compel our union to represent us by means of this law. (There is more detailed explanation under the heading of "Litigation".)

ATTEMPTS BY THE UNION TO DISCREDIT, COERCE, AND INTIMIDATE MEMBERS OF THE CLEVELAND ORCHESTRA

Discrediting of Orchestra Committee Chairman

The Cleveland Orchestra Committee is a group of five spokesmen elected annually by the Orchestra membership. The Chairman is designated by vote of the Orchestra membership after election of the five members.

In February, 1960, the then incumbent Chairman of the Committee, Mr. Warren Downs, received a subpoena to appear before the Executive Board of Local 4 "to answer any and all questions that may be asked of you". Mr. Downs appeared at the appointed time, together with two members of the Committee. After waiting twenty minutes, they were admitted to the Executive Board's chamber and found already closeted with the eight members of the Board, the manager and personnel managers of the Cleveland Orchestra, Mr. A.B. Barksdale and Mr. Olin Trogdon.

Without advance warning, the Executive Board accused Mr. Downs of having lied to the President of the Local, when, in casual conversation, he quoted to the President an opinion of Mr. Barksdale's regarding the Orchestra's contract. Mr. Downs's veracity was testified to by the two accompanying Committee members. Because he had not been notified that such a charge was to be made against him, it was not until the next week's Executive Board meeting that he could bring in actual witnesses to Mr. Barksdale's statement. They bore out in substance the truth of Mr. Downs's remarks and testimony. Nevertheless, the Board chose to believe Mr. Barksdale's version, supported by no one but himself. The Board thereafter printed in the Local's newspaper, which is sent to the Cleveland Public Library as well as to all local members, its findings that Mr. Downs's remarks "were unwarranted, having no foundation in fact or truth."

Edict Against Members' Collections of Money Among Themselves

On July 25, 1960, the Executive Board of Local 4 passed an edict forbidding "any solicitation, collection or payment of money" among members of the Local, and made violation of this edict a crime punishable by a fine of \$3,000 and expulsion from the union. The edict was obviously aimed at members of the Cleveland Orchestra.

Until that time, the only significant collections made by Orchestra members were for the purpose of paying a lawyer to help write the Petition and Brief submitted to the Executive Board in January, 1960, and for the purpose of paying expenses of an Orchestra spokesman sent to New York to talk with Mr. Kenin, President of the American Federation of Musicians. Thus far, the Orchestra had not even considered filing any lawsuits.

On March 6, 1961, after obtaining admissions from the Orchestra Committee, under subpoena, that money had been collected, the Executive Board voted the Local President "full power to act" in the matter. Shortly thereafter, the no-collections edict was made the subject of a lawsuit as described below under Litigation. As yet, the Local President has not acted.

The Executive Board of Local 4 Brings Serious Charges Against Sixteen Members of the Cleveland Orchestra

On September 15, 1961, the Executive Board of Local 4 preferred a series of charges against 16 members of the Orchestra, all of whom were serving or had recently served on Orchestra Committees. Convictions could lead to heavy fines and expulsion.

The substance of the charges was that the accused members had interfered with the functions of the union and had promoted disunity by protesting certain actions of the union affecting Cleveland Orchestra members.

Testifying under oath in depositions, the vice-president of the Local was unable to give any reason for the selection of these particular members, and not other members, except that their names were "readily available" in a list kept in a drawer in the Local President's desk.

He admitted that union officials had "discussed the activities of certain Orchestra members" with the Orchestra's management before bringing the charges.

The vice-president was asked why he thought these particular members were guilty. He answered that he presumed all Cleveland Orchestra members, just by being members of the Orchestra, were guilty except those who had positively indicated to union officers their innocence.

"You mean, guilt by association?" he was asked.

"Yes."

"Guilty until proved innocent?"

"Yes."

The vice-president is a lawyer himself, a member of the Ohio Bar Association, and a graduate of the Western Reserve University School of Law.

The Union has been prevented by a temporary Federal Court injunction from carrying out its proposed trials. The status of this matter is described below under "Litigation."

The Union "Abolishes" the Orchestra Committee; Management Cooperates With the Union

Before passage of the Landrum-Griffin Act, Union Officers often reminded Orchestra members that they could abolish our Orchestra Committee and sometimes threatened to do so. On July 17, 1961, no longer able, under Landrum-Griffin, to prevent us from having a Committee, the Executive Board of Local 4 officially withdrew recognition of the Committee.

At the beginning of the new Orchestra season the following October, management, which had never before restricted Orchestra meetings, announced that henceforth no Orchestra meeting could be held in Severance Hall (the Orchestra's "home") without express permission. Permission was to be requested in writing with a statement of the purpose of the meeting. Permission would not be granted for "meetings involving internal union disputes . . ."

However, the Committee continues to function, and Orchestra meetings have been held without permission from anyone, albeit now in uncomfortable locker rooms.

LITIGATION

Three lawsuits have been initiated by the Orchestra members against Local 4 and its Executive Officers, two suits in Federal District Court, and one in an Ohio Court of Common Pleas.

First lawsuit in Federal Court

This lawsuit was filed in March, 1961, under the Landrum-Griffin Act, with two causes of action.

In the first cause of action we presented the argument that, because the wages and working conditions of most members of Local 4 are regulated by the Wages Scales of Local 4, upon which all union members may vote; and because the wages and working conditions of a very small percentage of members, including symphony orchestra players, are regulated by union-management contracts, upon which no members may vote; and because the determination of wages and working conditions affecting members is the principal business of the union, upon which all members should have an equal right to vote at union meetings, therefore, discrimination exists between symphony players and most other union members. This discrimination, we maintained, should be removed by recognition of the right of symphony players to vote on their wage-scales and working conditions through ratification of union-management contracts affecting them. In a summary judgment in April, 1961, the District Court held that the Landrum-Griffin Law does not provide the relief sought in the first cause of action. In April, 1962, the Sixth Circuit Court of Appeals upheld the lower court.

Our second cause of action argued that the Executive Board's edict of July 25, 1960, prohibiting members from collecting money among themselves for any purpose not approved by the Executive Board, is a violation of members' right to sue, as guaranteed by the law. The second cause of action has not yet been heard in court.

Lawsuit in Ohio State Court

Our lawsuit entered in an Ohio Court of Common Pleas in June, 1961, asks for nullification of a union-management contract covering three winter seasons of the Cleveland Orchestra, from October, 1961 through May, 1964. This contract was signed by union and management on

the morning of May 2, 1961, following its 83 to 10 rejection late in the afternoon of the preceding day in a union-supervised vote of the Orchestra members. We maintain that in signing this contract against our express wishes, the union violated its fiduciary obligation to represent us. The management of the Orchestra, the Musical Arts Association, as a party to the contract knowing in advance that the Union concluded the contract against our overwhelmingly expressed opposition, is also a defendant in this lawsuit. It has not yet come to trial.

Second lawsuit in Federal Court

On September 15, 1961, the Executive Board of Local 4 preferred a series of five charges against sixteen members of the Cleveland Orchestra, all of whom were serving on the Orchestra's five-man Orchestra Committee or had served on recent Committees. The charges carry the extreme penalty of expulsion from the union, tantamount to expulsion from the music profession. The Executive Board itself proposed to try the Orchestra members on the charges it had preferred.

The sixteen Orchestra members quickly filed a petition in Federal District Court asking that the Union be restrained from holding the trials and also asking for compensatory and punitive damages from the individual members of the Executive Board. The Court has granted a temporary injunction, still in effect, preventing the Executive Board from holding the trials, and has refused to permit any other Union body, Local or International, to carry out the trials until the Court has ruled on the merits of the case. In granting the temporary restraining order the Court stated that the Union's proposed trial procedure was "outrageous" and that it "violates American concepts of justice and fairness."

The Union has since withdrawn the first four of the five charges, but the Court has ruled that all five charges are still to be considered in the lawsuit, which has not yet come to trial.

Thus ends the reading of the Cleveland Orchestra's epistle to the McClellan Committee; but the matter does not rest there. The following is an item dated April 21, 1963, from the Cleveland Committee to SENZA SORDINO:

In Cleveland, a new management-orchestra-union controversy has been simmering all season. It is our problem, to be sure, but aspects of it may interest other orchestras.

Last fall our management informed us that a radio network had offered at its cost to tape our regular concerts and pay rental for the broadcasting of these tapes over its affiliated stations. The network offered a guaranteed amount of \$1600 per taping, plus possible "royalties" about which we have no detailed information.

If divided among the Orchestra musicians, that \$1600 would have provided approximately \$15 per musician, or about one-half the \$30 amount contractually due us for such programs. They proposed that half of the \$15 be paid into what they call "the Past Service Fund," to meet management's obligations to their musician and non-musician employees who because of age could not wholly participate in the annuity retirement plan recently set up here. Further they proposed that the remaining half be used to buy paid-up annuities for all their employees i.e. 104 musicians and 36 non-musicians alike. Thus, under the management proposal, each musician was to end up with the whopping contribution to his retirement of approximately \$5.50 per taping instead of the \$30 per hour provided for in his contract or even instead of the \$15 which the radio network payment would provide.

In a conciliatory spirit, 2/3rds of the Orchestra agreed to accept this plan. However, because unanimous approval was needed in order for the waiver of contractual rights to be effective, this management plan could not be adopted. At the failure of the management proposal, the Orchestra agreed, with only two possible dissents, to divide the taping income so that only 65% went to the musicians and 35%, at the discretion of management, would be allotted to the Past Service Fund and/or to the non-musician employees. This proposal was rejected by management, and, ironically, it now seems that perhaps the Federation would not have ok'd it. For in response, last February, to an Orchestra Committee request for Federation policy regarding a taping plan such as that offered by management, a reply was received from Mr. Henry Zaccardi, Assistant to President Kenin. He categorically stated: "The plan suggested by the Musical Arts Association that the \$1600 guaranteed for each taped concert should not all go to benefit the musicians performing on the tapes or under contract with the orchestra, is not

agreeable to us The Federation would never agree that any part of any monies received under any Transcription plan may be used to defray any benefits to anyone, except the musicians whose services are contained on the tape recordings No portion of the proceeds may be used for the retirement plan of non-musician employees of the management."

Dismayed by the possibility that these seemingly firm, clear, union-minded statements might be "misinterpreted", our Local 4 Secretary, Mr. Don Duprey, telephoned Mr. Zaccardi and persuaded him to send us a wire. This telegram of explanation from Mr. Zaccardi did not modify the specific statements in his letter, but stated in effect that any plan acceptable to the Local, the management, and the Orchestra should be submitted to the Federation, and we should not assume Federation rejection. I might add that Mr. Duprey sits on our Pension Committee ex-officio.

Since that telegram we have been told by both Mr. Duprey and our management that Mr. Kenin had already promised privately "to secure approval from the International Executive Board" of any plan submitted. However, we have received no such communication from the Federation, and here the matter sits.

A few observations:

1. This is another example of the manner in which our Local consistently supports management proposals without consultation with us or any show of interest in our ideas or desires.

2. There should be a uniform Federation policy regarding such transcriptions, so that musicians in one orchestra are not inadvertently put in the position of undercutting those in another orchestra.

3. If scale is too high to be commercially feasible, it should be lowered. Underscale payments should not be rationalized as acceptable, merely because the payments will go into some "fringe benefit" fund, such as one for retirement benefits.

A side-light of this taping controversy here has been an exchange of letters with a Cleveland Orchestra Trustee. A well-to-do businessman and amateur musician, he stated that he couldn't understand why we were refusing this "contribution" to our Pension plan. Moreover, he congratulated us on having a "dedicated Board of Trustees which spend many hours without compensation in your behalf." Our reply, a part of which follows, embodied a necessary philosophic excursion that reflects our reaction to this paternalism in Cleveland, and perhaps that in other orchestras:

"It is inaccurate to state that the Trustees' time and efforts are spent in our behalf. Such a statement mistakes the means of attaining their goal for the goal itself.

"The Trustees' goal is not to provide a welfare project for musicians by establishing an orchestra in which they may find employment. Their aim is to maintain a fine symphony orchestra for the benefit of the community. The means to this end is to hire full-time, professional musicians to play in the Orchestra. To the extent that the efforts of the Trustees provide remuneration to the musicians for their services, the musicians are benefited, as any employee is "benefited" by the efforts of company executives working to make a business successful. But this benefit results indirectly from the Trustees' desire for a fine Orchestra for Cleveland.

"Indeed, it has been suggested that the musicians themselves are subsidizing the Orchestra by performing for annual salaries incommensurate with their training, skills, and investments in instruments . . .

"It is erroneous to consider as a 'contribution' or gift to us the amount management offered to pay us for permitting the taping of our concerts. It is true that such recordings would have required no additional labor, yet a musician is inevitably under increased tension when his performance is permanently recorded. Further, records and transcriptions have to a great extent replaced live performances. It has long been acknowledged that when a musician deprives himself of work by creating recorded concerts usable on future programs, especially if commercially sponsored, he is entitled to compensation in addition to that paid for the initial concert. By means of tape our concerts were to be performed not only 'live' for the enjoyment of Severance Hall patrons, but also through transcription for radio audiences throughout the country, in behalf of commercial interests.

"When the Musical Arts Association offers us this small portion of what we are entitled to, it is not making a contribution to us, it is asking for a contribution from us."

One final quote: Another Trustee, speaking to the Cleveland Orchestra members in behalf of the management's taping proposal, illustrated his understanding of the orchestra musician's life with these words: "as the member of the orchestra continues over the years in the orchestra, and his proficiency and earning power increases . . ." (chuckles and groans from the audience, and a smile from the Orchestra manager.).

And now, back to Ratification!!

THE JINGLE RATIFICATION STORY

As members of symphony orchestras might or might not know, the Federation negotiated a new National Labor Agreement covering jingles and spot announcements this winter and upon the completion of such negotiations this agreement was to be ratified by those members of each local that were affected. Apparently, 15 locals were affected by this agreement and were notified that ratification meetings should be held to approve or reject the terms of the agreement. In Cleveland, no official notification was made in the union journal, but the following excerpts were found in the minutes of the Board meetings.

January 14, 1963 "Communication received from President Kenin concerning new National Labor Agreement covering jingles and spot announcements. Motion made and carried that matter be laid over for further consideration."

January 21, 1963 "Board discusses new National Radio and Television Jingle Agreement negotiated by the National Office. Motion made and carried that the Secretary be instructed to write to President Kenin and the National Board concerning this new agreement."

According to a report that appeared in the Philadelphia journal, all locals ~~except~~ the Cleveland local held ratification meetings.

Ratification is the basis for the whole controversy between the officers of Local 4 and the members of the Cleveland Orchestra. It would appear then that the officers are suppressing the news of this ratification meeting (or what was supposed to have been one) from the members of Local 4 since the officers have gone on record in the courts as having said the laws of Local 4 do not allow ratification of contracts. This seems to be an example of a group of local officers trying to alter previously established Federation policy.

Time: November, 1898

Place: Oshkosh, Wisconsin

Action: Clarence Darrow sums up to the jury for the defense. The defendants are three union leaders who are being tried because they led a strike of the Amalgamated Woodworkers' International Union against the Paine Lumber Company, a manufacturer of sashes, doors and blinds. The defendants are charged with "criminal conspiracy" to injure the business of the Paine Lumber Company.

Clarence Darrow speaking: "Now, gentlemen, I want to say a few words in relation to the labor question, which is really the controversy involved in this case, because that is all there is of it. Back of all this prosecution is the effort on the part of George M. Paine (owner of the Paine Lumber Company) to wipe these labor organizations out of existence, and you know it. That's all there is of it.

"In many well-ordered penitentiaries outside of Oshkosh, they have a rule that people cannot converse at all, and the reason is that they may not conspire. And down in the dark coal mines in the anthracite regions of Pennsylvania—where those human moles burrow in the earth for the benefit of the great, monstrous, greedy corporations that are corrupting the life-blood of the nation—they work men in chain gangs, and put an Italian, an Austrian, a German, an American and a Bohemian together so they cannot understand each other when they speak, so that they may not combine and conspire, because in combination, and in combination alone, is strength. They do this, gentlemen of the jury, so that each of those tiny atoms, each poor laborer, with his little family, perhaps, around him, working for a dollar a day, or eighty cents a day, is bound to compete with the combination of men, with all the wealth that their lives can create. On the one hand these powerful interests are organized thoroughly, completely, and they act together; and they turn to those poor slaves, whose liberty they

take, and say to them, 'We will consult with you, but come alone to our office, and then we will talk.' They say this because they wish to meet the weak and puny and helpless single individual with the great and powerful wealth and strength of their mighty corporations. And that is what Paine said. 'I would not answer the letter because it came from a labor organization, and I did not know who it was. I will meet alone and talk with them. There are only two parties to a contract, the employer and the employed.' Yes, gentlemen, they would meet their men alone. Fie on you for hypocrites and cowards, who would combine every manufacturer in the city of Oshkosh, not into a 'union' but into an 'Association.' A body of employers living from the unpaid labor of the poor is an 'association.' A body of their slaves is a 'labor union.' George M. Paine says, 'I will not meet your union; I will not meet your committee. If one of you has anything to say, come to me alone and talk.' And they did go alone, and what did they get? Gentlemen, what did they get?

"This was the beginning of the strike. It was not the speech of Thomas I. Kidd (one of the union-leader defendants). All the orators on earth could never bring dissatisfaction and riot where justice rules; and all the hired lawyers on earth can never keep down the seething, boiling sea of discontent that is based on sin, and crime, and wrong. Herman Daus went to his employer, and who is Herman Daus? A union man. You saw him before you; intelligent and honest-looking; and yet these men say he is a criminal. Herman Daus is a respectable citizen of Oshkosh; one who has toiled and labored and helped to rear your beautiful town. He has worked for eight or ten years in these mills; he is a skilled workman; has given that much of his life to his employer and worked at a machine where any day the wheels or knives might clip his fingers instead of the wood. Eight or ten years experience and getting a dollar and a quarter a day; seven dollars and a half a week; only about a dollar a day for the number of days that a man must live, for he must live Sundays as well as other days, unless, perhaps, he is so religious that he can go to Brother Houghton's (special prosecutor) Sunday school and needs no food except his teachings. Seven and a half dollars a week for a man who had worked at dangerous machinery for ten years, and they had promised him a raise; and he went singly, singly, the way this great corporation desired to have a man meet them; singly—the cowards. I do not know whether he carried his cap in his hand; I suppose so. If he did not, he should have been better trained. I do not know whether he knelt down before them like a vassal of the ancient days, and in the way that an Oshkosh lord wishes his vassals to kneel. If he did not, it was his mistake. But he did decently ask for a raise. And what did they say? They said, 'Go to hell, God damn you. I can get a damn sight better man than you are for a dollar and a quarter a day.' These gentlemen, these high-toned gentlemen, who come into this court of justice with kid gloves and well-brushed clothes, who can study manners at foreign courts, and send their children to foreign lands to be educated; and yet, when a poor laborer asks them for something more than seven dollars and a half a week, they tell him to go to hell. Well, he would not have far to go, Mr. Paine."

ORCHESTRA MEMBERS' COMMITTEES

The following is a continuation of the list of names and addresses of the various orchestras and the members of their committees. We will continue printing these names and addresses in order to aid in communication between orchestras. Please mail in any corrections and changes to this list. If you do not find your Committee's members and mailing address on this list, please instruct your correspondent to mail this information to SENZA SORDINO.

Buffalo Philharmonic	Detroit Symphony	Portland Symphony
Lowell Shaw	Hugh Cooper	Peggy Swafford
229 Bernhardt Drive	62 Hudson Avenue	2985 West Burnside Street
Snyder 26, New York	Pontiac, Michigan	Portland, Oregon
Charles Gleaves, Chairman	Harold Laudenslager	Glen Reeves
Nelson Dayton	Joseph Skrzynski	Gordon Solie
Fred Halt	James Waring	Russell White
John Rowland	Charles Weaver	Salvatore Piazza
		John Richards

(Continued on Page 17)

(Continued from
the Last Issue)

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(Continued from
the Last Issue)

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S Y M P H O N Y O R C H

FOR THE 1962

	BALTIMORE	BOSTON	BUFFALO	CHICAGO	CINCINNATI	CLEVELAND	DALLAS	DETROIT	HOUSTON
ERAL - Orchestra									
(con't)									
Type of Service			*		*		*		
Differentiated			2 1/2	2 1/2	2 1/2	2 1/2		3	2 1/2
Concerts, Max. Hrs.			2 1/2	2	2 1/2	2 1/2		3	2 1/2
Rehearsals, Maximum Hours			2 1/2	3	2 1/2	2 1/2		3	2 1/2
Overtime Pay Provided For		*	*	*	*	*	*	*	*
Extra Service Pay		*	*	*	*	*	*	*	*
Outside Use (Ballet Opera, etc) Allowed in Basic Schedule, Contract		*	*	*	*	*	*	*	*
Extra Pay-Above Local Scale-Above					*				
Total Weeks From Summer and Winter Season			49aa	29	39	34	40	37	40
									37

F O O T

Maximum figure indicated
Voted by school districts
Concerts, \$18.00; Re-
hearsals, \$10.00
City
County
City, \$25,000; County,
\$85,000
Mid-season
Summer Opera
One-half of salary for the
balance of the season

- j. Almost all
- k. 10 days, \$50.00 per service
- l. \$100 each year after five
- m. \$50 per service year
- n. As assigned, simultane-
ously for group
- o. All additional weeks -
One-half pay.
- p. \$100 per year; \$1,500
maximum
- q. 62 services within season
- r. Privately endowed extension.

E S T R A C O N T R A C T S
- 1963 SEASON

	INDIANAPOLIS	KANSAS CITY	LOS ANGELES	MINNEAPOLIS	MONTREAL	NEW ORLEANS	NEW YORK	PHILADELPHIA	PITTSBURGH	ROCHESTER	SAN FRANCISCO	ST. LOUIS	SEATTLE	TORONTO	WASHINGTON
		*	*					*	*			*	*		*
2 1/2	2 1/2	2 1/2	2 1/2	3	2 1/2	2 1/2	3	3	2-1/6	2 1/2	2	2 1/2	3	2 1/2	2 1/2
2 1/2	2 1/2	2 1/2	2 1/2	3	2 1/2	2 1/2	3		2 1/2	2 1/2	2 1/2	3	2 1/2	2 1/2	2 1/2
*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
25	34	34	34	30	29	31	47	42	36	30	26	37	32	32	32

N O T E S

- s. \$100 per year; \$900 maximum
- t. \$37 per service
- u. First chairs, \$15.00 extra
per week
- v. \$100 per year after 4;
\$1,000 maximum
- w. 8 days, \$21 per service
- x. \$15.50 per service
- y. 12 days, \$18.00 per service
- z. 8 weeks; 107 musicians
9 weeks; 95 musicians
aa. The "Pops Series" actually
covers only nine weeks, the
tenth week being paid and
serves as a sort of third
week of vacation. Thus the
season is in practice 46
weeks working and 3 weeks
off paid.

ERRATA

To March Installment of Chart

Minneapolis: Item #3 should be \$140.00.

The Dallas Symphony reports that several facts and figures for Dallas, as printed in the chart (March issue) are erroneous, and sends the correct entries. We sincerely apologize and hasten to fasten the blame elsewhere: our information on the Dallas Orchestra was drawn from an AFM Chart, and it never occurred to us that the Federation itself would be in wholesale error on matters of contract within one of its own locals. Corrections by chart number:

#3 - \$100 #10 - 20 #18-25 - should be blank; there is no summer season.

ADDENDA

Since the publishing of the first installment of the "Comparative Chart" in the March issue, we have received chart-information from the Denver Symphony. We print this information below, and urge all readers to add a "Denver" column in the right-hand margin of the chart, transcribing the following items to it, in both the March issue and the current one:

#1 - 20 #2 - 74 #3 - \$80 #4 - No #5 - No #6 - Yes
 #7 - No #8 - No #9 - Yes* #10 - 1 to three weeks #11 - No
 #12 - No #13 - No #14 - No #15 - No #16 - No #17 - None**
 #18-25 - No summer season for 1962-63 #26 - Yes #27 - None
 #28 - No #29 - yes #30 - yes #31 - bus #32 - \$1.00
 #33 - \$1.50 #34 - \$2.50 #35 - \$5.00 #36 - No #37 - \$10.00
 #38 - yes #39 - Elected #40 - No #41 - No #42 - \$325+ #43 -
 d #44 - \$22,5 #45 - blank #46 - Yes #47 - 7 #48 - 140
 #49 - blank #50 - Yes #51 - 2½ #52 - 2½ #53 - Yes #54 - Yes
 #55 - *** #56 - No #57 - blank #58 - 20

* By custom, a player is given one week of paid sick leave for each season of service with a maximum of three weeks.

** There is a two week break in the season at Christmas, but without pay.

*** Occasionally opera or ballet are done as part of the regular season and substitute for a regular concert, no extra pay or extra hours of work in these cases. These are Denver productions only.

(The Next Issue of SENZA SORDINO will carry more Addenda—we hope—and more Errata—we fear. Editor.)

More Orchestra Committees

Cleveland Symphony
1962-1963 Committee
Elden Gatwood, Chairman
3955 Rosemond Road
Cleveland 21, Ohio
Warren Downs, Secretary
Bernard Adelstein, Treasurer
Thomas Wohlwender
Donald White

1963-1964 Committee
Gino Raffaelli
Elmer Setzer
Edward Ormond
Cathleen Dalschaert
Thomas Liberti

Denver Symphony
Harold Wippler, Chairman
1970 Glencoe
Denver 20, Colorado
Gunter Jacobius
Lorraine Shell

Indianapolis Symphony
George T. Rhodes
4031 Clarendon Road
Indianapolis 8, Indiana
John Kitts
Hal Bailey, Chairman

LETTERS TO THE EDITOR

"After tour and a couple of hectic weeks we have finally found time to sell your second issue to the Buffalo Philharmonic members. An excellent publication and very well received by the group. * * * We are completing the first year of a two year contract with management at the present time, so negotiations are out this year. There are a couple of unhappy sounding things which we will report to you as soon as a few more facts become clear. It is encouraging to know that we are not alone in our problems. Our orchestra is interested in bettering conditions and it is encouraging to realize that the fight is going on everywhere and even in some places has been mildly successful. Keep up the excellent work."

Buffalo Philharmonic Correspondent

"Please find enclosed the remittance of \$20, the contribution of the Detroit Symphony Orchestra toward the expense of the third issue of Senza Sordino. Plaudits are perhaps passe--you well know the value of Senza by now; but we think it highly useful to pass Senza on to union officials and other interest parties. For this purpose we would like to receive the full 100 copies indicated in the price list under the \$20 contribution. The extra copies will be put to good use, I assure you."

Detroit Symphony Correspondent

"It is with the idea of free expression of thought, that I would like to address this letter to the Louisville Orchestra member whose letter appeared in the Letters to the Editor column of the March issue of Senza Sordino.

"It seems that the Louisville Orchestra member expressed, in a nut-shell, a don't-rock-the-boat way of thinking. He claimed that SENZA SORDINO would have 'very little application' to the members of the Louisville Orchestra; that they are, for the most part, public school music teachers who consider the orchestra a part-time job. He substantiates his ideas by the views of the personnel manager who, by the very nature of his job, must try to maintain the don't-rock-the-boat philosophy. In my opinion, this member of the Louisville Orchestra might start a magazine of his own called, perhaps, CON SORDINO.

"His type of thinking depresses me. Musicians thinking this way bring to mind those types who hang around union headquarters hoping for a hand-out in the form, perhaps, of a parade job. I can't imagine the majority of the members of the Louisville Orchestra feeling this way for that would be contrary to all criteria that musicians, part-time or not part-time, would have towards their profession.

"It is my opinion that to maintain the status quo is to lose ground professionally. To advance their standing musicians must try at all times to improve their orchestras. One of the finest tools at their disposal is the orchestra committee working in close harmony with the union. Although this goal has not yet been achieved by all orchestras, it is one of the most worthwhile ones. SENZA SORDINO is a fine contribution towards this aim by airing the problems involved and by providing communication between orchestras that has been so inadequate for so long a time."

Member, Detroit Symphony

"I was shown the first two issues of Senza Sordino recently, and was very interested in what you people are doing up Chicago way. I have not been in symphony work this year, but next year I will be again, and I intend to 'subscribe' to your newsletter. In the meantime here is a check for \$5.00 to help with your financial burden—I am really enthusiastic about your enterprise, and I certainly hope nothing comes along to dampen your efforts and success. The two issues I have already seen are very interesting, and enlightening. Please keep up the excellent work!!"

From Houston, Texas

"Although I have not been a member of the Met Opera Orchestra Committee this past year, my interest in Senza Sordino and its future is nonetheless most keen and both issues you sent were distributed and avidly read by our members. * * * I would like to offer some personal thoughts. Firstly, Senza Sordino is a success and must be maintained—my sincere compliments to you and to all others who have made it so. Secondly, its future printing, I feel, should be entrusted to the members of the Cleveland Orchestra for the high degree of intelligence and militance they have shown in meeting their problems. I cannot help but express my disappointment in those delegates who attended the International Conference sponsored by the A.F. of M. in New York last fall and permitted the elimination of the Met Opera delegate from attendance. This augured badly for any constructive work being accomplished, and set the tone for the conference. I don't know as yet who will represent us at the coming ICsOM conference in Rochester; however, it is my feeling that the professional musician cannot expect any major improvements with the presently constituted hierarchy of the A.F. of M.

Met Opera Orchestra Member

"Enclosed is \$20 to help enroll the Portland Symphony Orchestra members in ICsOM. They have read the last issue of SENZA with great interest and have named the sixth Orchestra Committee member listed below as your official correspondent. (The Portland Committee is listed elsewhere in this issue—Ed.) The Orchestra is presently operating on an annual budget of approximately \$225,000 and is planning to increase by about \$70,000. If you desire any information about our operations, let us know.

Member, Portland Symphony

"A copy of your newsletter, SENZA SORDINO, Vol I, No. 1 was passed on to me by a friend. It is a most interesting and informing publication, but unfortunately is not readily available to members of our orchestra, The Quebec Symphony. I would appreciate it if you would send me all of the issues to date if possible.

"The Quebec Symphony has just finished its third professional season and is now in the process of drawing up next year's contract. The Orchestra's management has already consented to the election of an Orchestra Committee next fall by the Orchestra members. In the past the Committee was appointed by the Local Union and functioned more or less as a shop steward. Regardless of who is elected to the committee, I will try to see that we participate in your organization next fall. I am certain that the copies of SENZA SORDINO and any other advice you might have would be very helpful to us in forming our Committee and setting its proper function."

Member, Quebec Symphony Orchestra

"The response of the members of the San Francisco Symphony to 'Senza Sordino' was very enthusiastic. Things have been in quite a turmoil here for some time and that has delayed collecting and sending you their money. We started with voluntary contributions, but it was then changed to sending \$20.00 per issue from the treasury. Up to that time, however, there was no treasury. So the orchestra now collects dues, out of which we are to spend \$20.00 per issue of 'Senza Sordino'. The fact that this check is for \$23.16 is due to the fact that some members chose to add a donation in addition to the treasury payment.

"The turmoil I spoke of earlier (and I suppose this comes under the heading of news) was in connection with the management's new policy of compulsory retirement at age 65. In the past this has been rather flexible, but the new policy is to make no exceptions. (Pension benefits \$100.00 per month.) There was a lot of strong feeling on the subject, and not all agreed, and this plus strong feeling on the matter of importations and much time spent discussing them both, among ourselves and with the union and the management, has caused all this delay in sending you this check."

San Francisco Correspondent

"Congratulations on the second issue of Senzall! We, here in St. Louis have found both issues informative, entertaining and useful. We've made some exciting gains this year which we'll tell you about in a forthcoming letter. We feel the charts and data we've gotten from our participation in ICSOM have been largely responsible for our gains. Keep up the good work."

St. Louis Correspondent

NEWS ITEMS FROM:

Chicago - The recent negotiations between Local #10 and the Ravinia Festival Association were perhaps unique in the history of collective bargaining. The Union negotiating team (including two members of the Orchestra Committee) presented a series of proposals at the opening bargaining session. These were based upon the results of a questionnaire circulated by the Committee to the players.

Months prior to the opening of these negotiations, however, the President of the Ravinia Association stated publicly what the scale and length of season would be, both negotiable items. The Union apparently felt it had been presented with a fait-accompli, and the resulting contract, after all negotiations, contained the Ravinia President's predictions exactly.

On other items, the Ravinia Association, early in the negotiations made concessions, two of them important: they agreed to extend the season from six to seven weeks in the second and third years of a three-year contract, and to offer the summer season to all members of the Chicago Symphony Orchestra, rather than the 92 members heretofore used. They also agreed to the inclusion of a grievance procedure with binding arbitration as the final step, but the grievance clause contains none of the usual provisions for "just-cause", dismissals, non-renewals, disciplinary actions, etc. Its value is dubious. As to salary, the orchestra, which took a 15% wage cut at Ravinia a few years ago, and has been trying desperately to regain at least a portion of its former parity with the winter scale, actually suffered an increase in the differential between summer and winter scales!! The orchestra also extracted a guarantee of two consecutive days off per week, and a guarantee of rotation on the two extra weeks of Ballet, which have, heretofore, involved only a small portion of the Orchestra.

Armed with this contract, the Union called a ratification meeting at Local 10 headquarters, but one hour prior to the balloting, the Association President informed the Union that he was withdrawing the guarantees of consecutive days off in the second and third years, and also withdrawing guarantees of Ballet rotation. The Union, therefore, recommended that the Orchestra reject the contract.

The following day the Ravinia Festival Association announced it was cancelling the season, and that said cancellation was irrevocable. As happens so often, however, with "irrevocable" cancellations, another meeting between Union and management took place several days later. This was not, the management made clear, a negotiating session; it was an ultimatum. It was withdrawing its consecutive-days-off guarantee for the first year of the contract, as well, and was giving the Union and Orchestra their last chance!

Again the Union called a ratification meeting, and this time urged the orchestra to accept!! The Orchestra Committee could not recommend the contract, but the Orchestra accepted it.

The management's negotiating technique, that of offering a succession of contracts, each worse than the last, until the Union and Orchestra are stampeded into acceptance, is new on the scene, so far as we are aware. Its great success leads us to believe that we have not seen it for the last time. The Union's negotiating technique, that of recommending a worse contract than it previously rejected, is also new. It remains to be seen whether it, too, will become the custom.

Cincinnati - The Cincinnati Symphony Orchestra stands at an impasse with the Board of Directors. The members of the Orchestra, in a brilliant display of unity rejected a three-year management proposal which offered: (1) a thirty-week season in 1963-64 with an increase of \$5.00 per week—annual pay, \$3900.00; (2) a thirty-first week in 1964-65 with another increase of \$2.50; and (3) a thirty-one week season in 1965-66 with a further increase of \$7.50 per week. This would have brought the 1965-66 annual wage up to \$4300.00 as compared with the \$3625.00 for the present year.

The rejection of this last proposal is even more impressive when viewed in the light of past history of this orchestra. The Board of Directors has never before proposed lengthening

the season here, and then, in one three year contract, they have proposed a two week extension.

This certainly is progress from their point of view, but in terms of the position taken by members of the Orchestra it is only a baby step taken in the dark. To quote Henry Shaw, Chairman of the Orchestra Committee: "We will work 52 weeks a year. Indeed we will be happy to work 52 weeks a year, but we want to earn a living wage." To members of the Cincinnati Symphony Orchestra, a living wage is \$6,000 per year. As long as the Board of Directors thinks in terms of \$5.00 a week raises without accepting the responsibility of maintaining a living wage, the members of the orchestra, we trust, will continue to reject their proposals.

Detroit - We are presently negotiating a new contract. Because the past contract is a general hodge-podge of outmoded hold-overs, omissions, and even contradictions, the discussions have been comprehensive, covering all areas.

Fortunately, we have had a good working relationship with our union officials. A member of the Orchestra, being on the Union Executive Board, was chosen on the Negotiating Committee. After one or two preliminary meetings, the entire Orchestra Committee was invited into the negotiations with full voice.

The necessary widespread revision of the contract has been time-consuming. However, at the present time, the non-economic factors are pretty well resolved. We are quite happy with some of the results, particularly with clauses pertaining to Dismissals for Cause, and Non-renewals.

Negotiations have not progressed to the hard core of the matter—the economic factors. Our approach to the economic negotiations has been based on improvement of the Detroit Symphony economically and size-wise to the "major" stature of the big five. This stature lurked in the background when the Detroit Orchestra was reorganized in 1951, and has been sporadically projected in Detroit as the public image of the Detroit Symphony. The challenging of this false image has resulted in a publicly stated desire (Show Magazine, March issue, I believe) to improve the financial structure of the orchestra. The desire has been implemented by retaining a management consultant firm to study the complete situation and make appropriate recommendations for immediate and long-term actions. Because any substantial improvement is viewed as requiring some period of time, management's economic offer to date, which would result the third year of the contract (1965-66), in a season of 30 weeks at \$165 minimum, still with 90 men, is little influenced by the consultant report. In fact, the offer was made before the study report was available.

We do not hold this rate of improvement sufficient either for present desires or in terms of achieving any kind of "major" status within our lifetime.

Indianapolis - The Indianapolis Symphony Orchestra has not only achieved the right to ratify its 1963-64 contract, but, what is far more significant, the Bylaws of the Indianapolis Local have been amended to secure that right!! Detailed provisions for the carrying out of the ratification vote have been incorporated into the Local 3 Bylaws, and by a second amendment, the right to use an attorney of our own choosing in contract negotiations has been guaranteed!! Both amendments were passed at a Union meeting, April 28, 1963.

Earlier in the year (January 26) the orchestra ratified a new contract. The Orchestra's negotiating team consisted of our attorney, two union officials, and two members of the Orchestra Committee. The Committee wrote to many orchestras for information on negotiating and ratification procedures, and received excellent cooperation. Armed with this information, we convinced the Union Executive Board that we should have a labor lawyer. The orchestra also adopted ratification procedures, and got them approved by the Executive Board.

Prior to negotiations, the Committee presented a questionnaire to the orchestra in order to ascertain a consensus of opinion as to what they considered most important in the new contract. This was very helpful to us and it also stirred up interest among the members. At the advice of our attorney we decided to concentrate on raises and a few other points which were of most importance to us (mainly travel conditions).

The best we could get was a one year contract with a raise of \$10.00 across the board or a two year contract with a raise of \$12.50 across the board, now but no increase in the second year. At a meeting prior to the actual ratification meeting the orchestra turned down the two year contract.

The Committee recommended to the orchestra that they ratify the contract, the only alternative being, in our opinion, a long hold-out with all the uncertainty that entails, and a possibility of getting \$2.50 to \$5.00 more. The contract was ratified by a vote of 52 to 22 out of 75 eligible voters. So that the Board would not think that the orchestra was overwhelmed

with their generosity and to let them know how strongly the orchestra felt about the need for continued improvements, a resolution was passed to send a letter from the orchestra members to the Board stating the feelings of the orchestra. This has been done. A copy of the letter was also given to the news media.

So that our situation here may be better understood, I should tell you that this raise (\$10.00) is the largest ever given here (and across the board to boot). We have had \$15.00 in raises in the last ten years!! Of course, the Society cites the fact that we got in one year almost as much as we got in the previous ten. They consider this a great achievement. Naturally, we feel that it is but a small step toward catching up to other comparable orchestras that have by-passed us while we stagnated.

We have had a sliding scale for 10 or 11 years. The new raise will bring our scale up to the fantastic figures of \$100.00 for the 1st year players, \$105.00 for 3rd year players, and \$110.00 for those in their 5th year or over. As you can see, we are still pretty near the bottom of the heap.

Our other gains are as follows: An average of one day off per week, while on tour (free of travel or services) with not more than ten days elapsing between these days off; a penalty of \$3.00 per hour per man for departure prior to 8:00 A.M. while on tour; a lapse of at least 10 hours between night arrival at a hotel and the next day's departure, with a penalty of \$3.00 per hour per man for exceptions; enlargement of the Orchestra Committee to four elected from the orchestra plus one appointed by the Union from the Executive Board.

New York Philharmonic - The New York Philharmonic Orchestra recently ratified a two-year contract with Lewisohn Stadium Concerts which brings us a little closer to our goal of wage equalization with the regular Philharmonic season. Minimum salary for the 1963 season of seven weeks will be \$175 and \$180 in 1964 (four rehearsals and four concerts per week).

New York City - Mr. Lester Salomon (formerly with the Met Opera Orchestra) informs us that his libel action against the Saturday Review's Irving Kolodin has been settled out of court in a manner vindicating Mr. Salomon. SENZA SORDINO congratulates Mr. Salomon, and hopes that the unfortunate callousness of too many critics toward the reputations of professional musicians will receive a set-back by Mr. Salomon's forthright self-defense.

SENZA SORDINO

Financial Summary Covering the First Two Issues

Volume I, No. 1

Disbursements:

Office Supplies	\$ 9.32	
Printing Costs	\$312.03	
Postage	<u>\$ 37.67</u>	
Total Disbursements		-\$359.02

Receipts:

\$25.00 from each of the twelve orchestras in symposium - contributions for first issue	<u>\$300.00</u>	
Total Receipts		<u>\$300.00</u>

Balance	Deficit:	-\$ 59.02
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Volume I, No. 2

Disbursements:

Office Supplies	\$ 4.32	
Printing Costs	\$358.20	
Postage	<u>\$ 27.14</u>	
Total Disbursements		-\$389.66

Receipts:

Money received for second and third issues	\$765.66	
Money received for individual subscriptions	<u>\$ 20.00</u>	
Total Receipts		<u>\$785.66</u>

Balance for this issue	<u><u>\$336.98</u></u>
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YE OLDE CURIOSITIE SHOPPE

There has been some curiosity about the meaning of Item #12 in the "Comparative Chart" (March issue). It is called "AFM-EPW". Whatever it is, nobody's got it!!

The following is a quotation from the American Federation of Musicians Constitution and Bylaws, Article 22 - Symphony Orchestras:

"It shall be the duty of the contractor (and of the leader, if there is no contractor) to collect the pension contribution from the employer (which term includes an establishment and a purchaser of music) and to transmit the contribution to the American Federation of Musicians' and Employers' Pension Welfare Fund (425 Park Avenue, New York 22, N.Y.) together with the appropriate form prescribed by the Fund properly filled out."