

Senza Sordino

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YOU CAN BEAT CITY HALL

On October 23, the Rochester Philharmonic Orchestra agreed to the request of Dr. E. C. McIrvine, newly installed President of the newly reconstituted Board of Directors of the Rochester Civic Music Assn. (CMA), to begin the 1972-73 season on October 30, playing under an interim contract until a new one can be negotiated. Only 3 weeks before, Dr. McIrvine's reform forces and the orchestra celebrated a modest "Victory party" following the annual Oct. 2 election of the Board.

McIrvine, Head of Xerox Corp.'s Research Laboratory, and his wife, Margaret, both relative newcomers to Rochester and skilled in past political campaigns, began merging "grass roots" support among the 7,000 membership CMA in early August to achieve a successful takeover of the Board. In order to win control, McIrvine and his insurgents fielded their own slate of candidates, all committed to preservation of the orchestra at the highest artistic level possible, against the normally unopposed slate by the routinely self-perpetuating Board long in control. With 10 vacancies to be filled, plus 8 continuing Board members known to be sympathetic to the orchestra, it was accurately forecast that success could result in deposing an all-powerful "Troika" headed by woman President, Mrs. Frances Wilkins, which functioned as a self-contained dictatorship, oblivious to the other 5 members of the Executive Committee, the 27-man Board of Directors, the 7,000 general membership, and the 55-member, *summa* 80-member Rochester Philharmonic.

This "Troika," aptly christened by Union President, Joe DeVitt, was largely responsible for the impasse which had existed between management and labor since last February, when, in flagrant violation of Union by-laws, 4 key players were summarily dismissed without hearing and a fifth placed on probation upon recommendation of Conductor Samuel Jones. Although Jones cited quality of performance as his reason, to the orchestra it was obviously a patently brutal attempt to intimidate and silence a mounting criticism of him and management among the orchestra and its supporters. By no coincidence, two of the players involved were members of the Orchestra Committee, another was the immediate past Chairman, and a fourth had been publicly outspoken in questioning Jones' abilities.

Criticism of both Jones and management was well merited. Since Laszlo Somogyi had been eased out in 1969, perhaps aided by then Asst. Conductor Jones, no attempt had been made to find a new Artistic Director, even though the orchestra repeatedly and urgently requested management to do so. Instead, Samuel Jones was steadily promoted, always over the orchestra's objections, until it was dismally apparent that the "Powerful Three" of the Board intended to turn the orchestra over to him completely, acquiescing to Jones' frequent threats that he would resign if another conductor were hired. At the same time this "power play" was taking place, the artistic and financial status of the orchestra was rapidly taking a disastrous downhill turn. Even though earned income was around 24%, a record low in the country, management paid no heed to a highly comprehensive and constructive study of new marketing approaches prepared by the Orchestra Committee. Nor did it make any attempt to implement a similar study, based in part on that of the orchestra, which was commissioned with a \$15,000 grant by the N.Y. State Council on the Arts, even as the Council cut its 1971 grant to the CMA from

\$325,000 to \$175,000. This study, prepared by "The New Approach Committee," and headed by Dr. Howard Hanson and Miss Helen M. Thompson, Manager of the N.Y. Philharmonic, recommended a number of changes in the Board by-laws, in financing, marketing, and grantsmanship, meanwhile stating that the orchestra should be enlarged and the season maintained at its present 42 weeks. Expecting vindication of their oft-repeated warning that the season and size of the orchestra must be drastically cut if either were to continue, Mrs. Wilkins and her Board found the New Approach report "disappointing" and scoffed that it "contained nothing new."

Thus, with a President and Board apparently dedicated to the destruction of the orchestra, it was clear that only an all-out, last-ditch fight to gain control of the Board could save the RPO. In August the "Concerned Members of the Civic Music Assn." (CM/CMA) was organized, and under the leadership of the McIrvines, a downtown office was rented, hundreds of volunteers from within the ranks of the CMA membership and the orchestra were recruited, and a campaign begun to fill the coming Board vacancies with CM/CMA supporters. In spite of every obstacle the CMA could devise, membership lists were obtained, and each of the 7,000 subscribers contacted personally by telephone with an explanation of the issues, and proxy votes solicited by the CM/CMA slate. Radio and television interviews and question-answer coffee parties with the rebel candidates were arranged, and a highly specific policy statement issued to the general membership, announcing sweeping reforms in management, marketing and orchestral relations. A heavy volume of Letters to the Editor ran 9-1 in favor of the musicians and the CM/CMA, while normally unsympathetic press editorially called for the resignations of Jones and the Ruling Three and supported the CM/CMA slate. Mrs. Wilkins and her hitherto complacent management finally took alarm at the unexpected groundswell in favor of the reform element and publicly described it as "an irresponsible group of individuals who would . . . give control of the CMA to the musicians and their union rather than keep it among businessmen who practice sound financial management."

This same "irresponsible group of individuals" won the election on Oct. 2, the CM/CMA slate winning by 2-1 over the CMA candidates, with a total vote of over 4,500. Within a week, Mrs. Wilkins and the "Troika" had resigned, and Dr. McIrvine was elected President of a Board which was now dedicated to preserving the orchestra and working solely for the interests of great music in Rochester. As previously promised, the first act of the new Board was to rescind the firings and probation instituted by Conductor Jones. Under the incomparable leadership of Joe DeVitt the Union had steadfastly refused to discuss contract until the men were reinstated. In return, DeVitt removed the CMA from the Local Unfair List, where he had also placed Mrs. Wilkins as being part of the conspiracy to silence the orchestra and its elected leadership. The Union has also dropped a 6-month suspension of membership from Dr. Jones, and reduced a \$1,000 fine to \$250. To date, Jones has not appealed this ruling.

Although the situation in Rochester is still extremely serious, with the orchestra in deplorable financial condition through long years of managerial neglect, the orchestra, public, and new management alike are extremely optimistic for the future. To our own surprise, and enormous satisfaction, we have found that you can beat City Hall, if you work hard enough.

MILWAUKEE INKS TWO-YEAR CONTRACT

Negotiations for a new Master Contract for the Milwaukee Symphony culminated in an orchestra meeting held August 3, 1972, two days before the end of the '71-'72 season, during which the terms of the new contract were ratified by a vote of 59 to 9. We found negotiations especially arduous this time, due to the symphony orchestra situation in general and specifically to wage controls. In spite of these difficulties, we felt that we were able to accomplish a large part of our proposals. Perhaps, of special significance, was the fact that we retained the basic provisions under our job security clause. (Players's Review Committee has final and binding decision). Management sought to restructure this clause up to the end of negotiations.

A positive factor that influenced the progress of negotiations was the Milwaukee Symphony's New York debut last April 5 at Carnegie Hall. The Orchestra was fortunate to have been well received by the New York Times, New Yorker Magazine and by critics as well. The reviews, along with audience reception, made an impression on the Board of Directors, many of whom made the trip to New York for the concert.

The Players' Council asked for and received permission from the Union to have our own legal counsel, Daniel Shneidman, a partner in the Milwaukee law firm of Gratz and Shneidman. Dan was extremely helpful to us. Our counsel ably communicated our position to management's counsel even though our counsel did not attend the negotiation sessions. Full cost of his services was paid by the musicians of the orchestra.

All the members of the Players' Council felt a large debt of gratitude to Local 8 President, Russ Wussow. Time and time again Russ's suggestions and solutions to the various problems and decisions that confronted us were of vital importance to the ultimate settlement. We found that his office was open to us at all times. We feel most fortunate to have as our Union President a man who is in full understanding and sympathy with the problems faced by symphony musicians in Milwaukee.

Although, at times there was disagreement on issues and procedure at orchestra meetings, something we learned to expect and even welcome, the Players' Council enjoyed solidarity of support
(Continued on page 4)

INDIANAPOLIS SIGNS AFTER 25 WEEKS WITHOUT A CONTRACT

On September 7th, the Indianapolis Symphony Orchestra ratified a contract after a lengthy work stoppage. The vote was 47 to 9. There were 26 negotiation meetings, and the last ten of these were conducted by Federal Mediator, Ed Mansbury. The contract will cover a period of four years. The following are the highlights of the contract reached after a strike of nine weeks and sixteen weeks of work while talking. (It must be remembered that the 1971-2 season was only 24 weeks and that only \$4,528 was earned by the minimum wage musician.) In 1970-1 the annual salary was \$6,660.

	1972-3	1973-4	1974-5	1975-6
Annual Salary	\$7,980	\$9,000	\$10,080	\$11,180
Weekly Minimum	210	225	240	260
Per Diem	21	22	23	24
Weeks of Work	2	2	2	2

There remains the possibility of a 46-week season in the fourth year of the contract with a yearly salary of \$11,180. This year a 10% pension will find the members contributing 3% but in the fourth year of the contract management will pick up the entire 10%.

On September 9th, rehearsals began under the direction of our new Associate Conductor, Oleg Kavalenko, who will conduct at least until the beginning of November. Izler Solomon, Music Director, had the misfortune to be stricken with a pulmonary ailment. He is recuperating at home.

OREGON SYMPHONY REACHES SETTLEMENT

After two weeks of almost daily bargaining, a contract package was presented to the members of the Oregon Symphony Orchestra.

Hugh Ewart, concertmaster, and favorite target for the Symphony Board supporters of the dismissed conductor, will be on leave of absence for the remainder of this year at full pay. He will return next year as the assistant concertmaster on terms satisfactory to him. While this solution does not have artistic merit, it was the best that could be negotiated in a tense and emotional situation.

Ratification of the new agreement was obtained by a vote of 34 to 9 on October 21st. Highlights of the new agreement follow:



Bob Jones, Sec.-Treas., Local No. 99

- Term: 3 year agreement.
- Overtime: Overtime exceeding one-half hour requires at least one week notice.
- Saturday services allowed:
 - Two rehearsals, two concerts—1972-73
 - Three rehearsals, three concerts—1973-74
 - Four rehearsals, four concerts—1974-75
- Minimum compensation per 2½ hour service:

	1972-73	1973-74	1974-75
Principals	\$40.50	\$41.50	\$42.50
Sidemen	\$27.50	\$28.50	\$29.50
- Minimum increases to be given across the board to all players.
- Pension: 3% of each player's wages to AFM-EPW Fund.
- Employment: Guaranteed number of services:
 - 1972-73: 80
 - 1973-74: 100 (8 services lost in 1972-73 as the result of work stoppage.)
 - 1974-75: 110
- Run-outs: Conditions improved.
- Per Diem: \$19.50 \$20 \$20.50.
- Pregnancy: Specifically included under sick-leave.
- Retirement: Normal retirement shall be at age 68. Musician may be retained on a year to year basis. May re-audition for vacancy created by his retirement. Audition shall occur behind a screen.
- Non-Renewal: An interview with the Musical Director was added prior to the December 31 notice. All other measures retained.
- Orchestra Division: Orchestra may be split into two parts of no more than 30 players. No musician shall play in a small ensemble without his consent.
- Life Insurance: Accidental death in travel increased from \$1,000 to \$5,000.

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PITTSBURGH SIGNS IN AUGUST

Members of the Pittsburgh Symphony ratified, by a vote of 78-13, a 3-year contract in August. The basics of this new agreement provide for the following:

	1st Year	2nd Year	3rd Year
Length of Season (weeks)	50	51	51
Salary (minimum)	\$270	\$285	\$305
Number of weeks, paid vacation	5	6	6
Portion of management contribution to			
medical plan . . . family coverage	2/3	3/4	Full
player coverage	Full	Full	Full
Per Diem Residencies	\$24	\$24	\$24
Tours	25	25	26

Lengths of season and vacation in the third year could have been 52 and 7 weeks, respectively, but management wanted 8 additional services during the year. Counsel and orchestra both felt the few resultant 9-service weeks were better avoided, and opted for the 51-6 arrangement. A \$12,000 life insurance policy (up from \$5,000) is provided for, but this is cut to \$6,000 at age 65. While it appears that touring, per se, is being phased out, with a greater emphasis on "residencies" and "festivals," the contract still provides for a considerable time away from home: 63 days on tours or residencies, and 28 (minimum) to 56 (maximum) at festivals. Outside work scales for symphony members are now commensurate with the scales for the symphony. Total time limit on "run-out" concerts has been reduced to 6½ hours (previously 7½). A grievance procedure has been established for prompt and orderly processing of disputes, and payment of monies due. Increases were effected in overtime rates, travel time penalties, and in severance pay; and the Symphony Society agreed to pay 20% of the instrument insurance premium for instruments transported by them (harps, bases, etc.). In the case of successive trips away from home, a 7-day buffer period between the trips was provided for. An Artistic Advisory Group and a Rotation Advisory Group were established; the first to deal in extra contractual matters and aid in future conductor selection . . . the second, to work with the personnel manager toward insuring a fair and equitable player rotation system.

Some concessions made by the orchestra were the following: Whereas the doubling fee was essentially 50% of salary in the prior contract, it is now \$25 per concert, with no pay for rehearsals. This was somewhat off-set by the removal of certain doubling instruments from individual contracts. Management now has the right to obtain a "letter of intent" in the third year, tantamount to an individual contract, even though a new trade agreement is not available. The deadline for signing has been moved from February 15 to January 15. String players voted in favor of a revolving seating plan (similar to the Chicago idea) prior to negotiations, but this was refused. A shorter contract period was asked for, in view of the changeable economic climate, but this, too, was not achieved. No guarantee on a fixed off-day was made, though effort was promised in that direction. A system of service credit, in lieu of money, for travel-time compensation, was painstakingly delved into by the negotiating committee, but rejected by management.

Perhaps the greatest single achievement was what is currently becoming known in ICSOM circles as the "Sipser Effect." This, in less rarified vernacular, means a big change (favorable!) in the pension plan. Indeed it was. It resulted in: (1) The end to all contributions to the pension by the players, (2) \$250,000 put into the plan by the Symphony Society as an initial contribution, and (3) about \$98,000 returned to the players. It also increased past-service credit 2⅔ times—from 3/8 of 1% to a full 1% of contractual salary. This was made possible by the quarter million

dollars mentioned above, and will significantly improve pension prospects for the older players.

As in past contracts this one was not brought into a meaningful phase of negotiation until the eleventh hour—i.e. the last days of the season. While the current wage-and-price-guideline psychology had an inhibiting effect on negotiations here, as it had throughout the country (generally conceded at the ICSOM convention in Montreal), some of the initial offers in April seemed more akin to fanciful reverie than inhibition. When midnight approached, however, the bewitching effects of the hour magically transformed that original \$7.50 offer (over 3 years!) into an acceptable \$50 before the clock struck!

We had no Fairy-Godmother; Herb Osgood, President, Local 60-471, Messrs. Sipser and Leibowitz, our counsel, and Tom Fay, Ed Myers, and Al Hirtz, our committee members, get all the plaudits.

FROM THE EDITOR'S DESK

A recent article by Paul Hume, music critic of the Washington Post, appearing in that publication, has come to our attention. It is titled, TIME OFF WITH PAY FOR ORCHESTRA MUSICIANS, with a sub-title which reads—"The orchestras of those cities, which were paid a total of around \$10,000 to sit and be silent during the Strauss-Bach-Schuetz, could have been performing their proper function, which is to play." The sub-title is extracted verbatim from Mr. Hume's article. He is a music critic of considerable eminence, however, we take exception to the fact that he has drawn orchestra musicians into a quarrel of which they are not really a part. An orchestra needs such publicity like a dog needs fleas.

It seems that Mr. Hume takes exception to the practice of "lumping" symphonic music and recital music into a single program. It is a practice which is becoming more prevalent than he likes. It entails the use of the soloist, the conductor (sometimes as a player) and perhaps a very few orchestra musicians for a portion of a symphony program. This leaves the preponderance of the orchestra in the wings cooling its heels—"at full pay", as Mr. Hume expresses himself. We do not debate his views on programming. It seems a matter of personal taste. Certainly Mr. Hume has every right to express his. What we do object to are the headlines. It seems that the only question here is an artistic one, and the acceptability of the concert going public of such programming.

I was blessed this past season to see a baseball game in which my home team hit extremely well and their pitcher could do nothing wrong. The result was that only nine of the twenty-five players appeared in the game. The rest, including the manager, sat in the dug-out and bullpen and spent the time throwing towels at each other—"at full pay." But the fans seemed delighted with the afternoon's results. The sport critics had nothing but praise. I would suggest this approach to Mr. Hume. Reference to the musician would be more fitting in terms of his performance.

Musicians are extremely sensitive to publicity of the nature given them in the Washington Post article. There are, unfortunately, too many people who think that anyone who does not work a nine to five job is a slacker and too many board members who think that they are over-paying their musicians for a "20-hour week." Too few consider the hours of homework necessary to utilize rehearsal time economically.

Please, Mr. Hume, I repeat the entreaties of the conductor who for fifteen minutes listened to the soloist interrupt rehearsal to tell orchestra members how soft to play, how fast to play and when not to play. His patience exhausted, the poor conductor finally put down his useless baton, turned to the soloist and implored—"Please, please Mr. ———. I'm still ten years from retirement and I NEED THIS JOB." So, please, Mr. Hume ———.

MILWAUKEE INKS TWO-YEAR CONTRACT

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on crucial issues from the membership. Orchestra members supported unanimously Council's recommendation to reject two earlier contract offers. This was the first time that management had been faced with two unanimous rejections. The consequence was that we were able to tell management that if they were able to meet our proposals in several key areas, the Players' Council would then be able to recommend without qualification, the ratification, of the contract, thus virtually guaranteeing acceptance.

Terms of the master agreement are:

A two year contract, 1972-3: 1973-4.

	'72-3	'73-4
Minimum Wage	\$205	\$222.50
Across the Board	10	17.50
Weeks	44	46
Vacation	2 weeks	2 weeks
Medical	Manage. pays full	Manage. pays full
plan improved	single & 1/4 dep. cov.	single & 1/2 dep. cov.
Pension Contrib.	\$18,000 a yr.	\$20,000 a yr.
Artistic Advisory Comm.		
Rotation System		
Audition Procedure completely re-structured		(Committees hear aud. Music Dir. has final decision).
Seniority Pay	\$50 a yr. Not cumulative	\$75 a yr. (11th season and thereafter)
Job Security	'72-3 5 member review committee appointed in each case by 13 principals, makes final and binding decision.	'73-4
5 day weeks	5	8
Personal Business	4 days	4 days

Improvement in the following areas:

Principal of each section has consultative role in hiring extras or substitute musicians; doubling; non-principal performing as principal; Ass't principals designated in all sections; solo performances; per diem; sick leave; overtime (\$7.50/'72-3, \$8/'73-4. Additional Advisory Committee, Rotation System, and restructured Audition Procedure.

Members of the Players' Council: Stephan Colburn, Chairman; Chester Hampson; Stephan Basson; Michael Rosen; David Gillis; Eleanor Howells; Eric Steensrud.

OREGON SYMPHONY REACHES SETTLEMENT

(Continued from page 2)

Principal Positions: Specifically listed in the Master Agreement; Expanded to include harp and piano. Principal, co-principal and associate principal shall receive principal pay and any ass't principal shall receive at least 10% over sideman's scale.

Special provision, by letter of agreement, was made to allow persons now over retirement age, two more seasons of employment. All musicians now over 60 years of age shall receive a severance pay based upon their current weekly wages times total years of service at the time of retirement. This because of the shorter period remaining to them to earn credits under the new provision.

Orchestra Committee members were Phil Murthe, Bob Naglee, Pat Miller, Catherine Palladino and Hugh Ewert. Also representing Local 99 were Business Rep. Jim Kvech and attorneys Gary and Herb Galton, and Robert C. Jones, Sec-Treas. of Local 99.

PHILLY AVOIDS WORK STOPPAGE

On September 17, the members of the Philadelphia orchestra ratified a new contract, consummating the regularly enacted "Passion Play" which occurs every three years in major American cities which have a symphony orchestra. One wonders why the genius of man cannot devise a less agonizing and less frustrating way of arriving at agreements. However, in the absence of any better way, the "Passion Play" called Collective Bargaining was performed.

Our goals were to reach economic parity with the other Eastern orchestras (New York, and Boston); reshape the Pension Plan so that our contribution of \$600 per year could be eliminated and former contributions returned, and to increase existing benefits; and to eliminate the compulsory retirement at age 65 clause. We also sought improvements in the welfare package, and in the area of working conditions. And finally, we wanted to have a price on string chairs and/or a seniority bonus, together with some control in seating and hiring procedures.

Some agreements in areas of working and tour conditions were reached at a sub-committee level away from the big table. However, no meaningful economic offer was made until the last day of July. This was the very day we left for the 4 weeks of Saratoga.

We hoped for a settlement by the end of Saratoga, and worked diligently toward that end. Messers Sipser and Leibowitz made several trips to Saratoga, and sessions were held, but it became obvious that management was not going to move until the very last days of the season, which was in the vacation period.

The final scene of this play took place Sunday, Sept. 17, with the opening rehearsal scheduled for Monday, Sept. 18. At 9 A.M., the agreement meeting took place. At 11 A.M., the orchestra met and after about 5 hours of presentation and discussion, ratified at a little better than 2 to 1.

Local 77 was kept up to date after each negotiation session. The flexibility and cooperation which the local gave the committee and our attorney was the finest and contributed greatly to the final realization of the contract.

Here are the new terms:

3 Year agreement.

\$60 Across the board over the three years at \$40, \$10, and \$10. The minimum is now \$330, \$340, \$350.

\$2,000 Recording guarantee for each member remains.

\$30 per diem.

Non-contributory pension plan, with a return of about \$400,000 informer contributions.

A seniority bonus of \$5 to each member with 10 years of service and not earning over \$15 in bonus.

Blue Cross—from co-pay to co-pay preferred (more liberal benefits).

Blue Shield from scheduled fee to prevailing fee.

Major Medical coverage increased from \$10,000 to \$25,000 (dollar) limit.

Life insurance coverage from \$10,000 to \$20,000 (dollars).

Improved working conditions at Robin Hood Dell.

Guaranteed 5-day weeks in winter season of 5 the first year, 8 in the second, and 12 in the third.

One day during tour week free of travel and service.

Tour schedule of 5 concerts and one rehearsal (reduced from 2 rehearsals) except for the first week of tour, and except when there are 3 concerts in one location, when 2 rehearsals are permitted.

Emergency leave on tour paid both ways.

The entire contract is now in effect except for \$16.55 of the first year raise, which is awaiting pay board action.

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