

Senza Sordino

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AUGUST 1973 — NO. 6

THE FRANCIS HENRICKSON CASE

A Study in Calumny

A civil law suit filed in Atlanta in behalf of Miss Francis Henrickson against the Atlanta Arts Alliance Inc. (Atlanta Symphony Orchestra), Robert Shaw (conductor), Frank Ratka and Paul Ebbs (managers) and Martin Sauser (personnel manager) has been settled out of court. Miss Henrickson accepted a full year's salary of approximately \$10,000, court costs and legal fees to settle her charge of discrimination because of age and sex against the above named defendants. The settlement is the culmination of several years of alleged systematic harrassment in a campaign to drive her from the Atlanta Symphony Orchestra.

Miss Henrickson, a violinist, has been a member of the orchestra for six years. She had been a soloist with the Boston Pops Orchestra at the age of 17 and spent most of her career as an artist and teacher. Her problems began with a series of actions on the part of the conductor, Robert Shaw, and the personnel manager, Martin Sauser, that by February, 1972, saw her demoted from fifth desk, first violin to sixth desk, second violin. Although demoted, she was informed of the renewal of her personal contract for the 1972-1973 season. In June she became ill for a short period and after exceeding her ten day sick leave, was docked for missing the next two services. She asked for a short leave of absence to recover fully and was given permission to take one. Then on June 22nd came the shocker. Despite the fact that she had received no prior warnings of excessive absence, as required by the master contract, she received a letter of termination from Mr. Ebbs, then manager of the orchestra, which read in part: "*We, therefore, have decided that we will not be able to offer you a contract for the next season. In accordance with Article XX of the master agreement, which deals with physical incapacity, you will be granted severance pay in the amount of \$500 at the conclusion of the season.*" This was the shabby manner in which a middle-aged woman, not near retirement and depressed from harrassment, was treated after giving faithful service to the Atlanta Symphony Orchestra. Miss Henrickson returned a letter expressing shock at the great injustice done to her and asked that the letter serve as a written grievance protesting the action taken to terminate her contract without just cause. She requested reinstatement. Both the orchestra committee and the Local representatives met with management to no avail and arbitration was recommended by the Local. It should be noted that Miss Henrickson was informed by the Local that her grievance could not be satisfied even though they knew that she was served with no charges or notice and was given no opportunity to be heard. She refused to seek to arbitrate the matter and went to the new manager, Mr. Ratka, to plead for her job. He offered her employment for the 1972-73 season in exchange for a letter of resignation, effective at the end of that season. Exhausted by her efforts to settle the matter, she gave a letter to Mr. Ratka which stated that she was resigning in protest and at the manager's insistence. She stated that her physician would corroborate the fact that she was in good health and able to carry out her duties as a member of the orchestra. Mr. Ratka termed her letter unsatisfactory and demanded that the following management-prepared letter be signed by her. "*This is to inform you that I resign my position with the Atlanta Symphony Orchestra at the end of the 1972-73 season.*" Miss Henrickson signed the letter against her will and at Mr. Ratka's insistence.

After July, 1972, she persisted in her attempts to settle the matter amicably, meeting personally with conductor Robert Shaw who on the surface appeared sympathetic and gave the impression that he would intercede for her. Mr. Shaw asked the orchestra committee to call a meeting to determine member support for Miss Henrickson. This was done, and to no one's surprise, she received the solid support of her colleagues. A letter was sent to Mr. Ratka, manager, stating that: "*The orchestra by a vote of 53 to 5 consider Miss Henrickson illegally dismissed without consideration for her illness, and unduly persuaded to submit to resignation in a coercive manner.*" Her reinstatement was called for.

The letter was completely ignored by management nor did Mr. Shaw intercede in Miss Henrickson's behalf. Miss Henrickson states: "*Prior to filing suit, Mr. Aiken, my attorney, made several attempts to telephone Robert Shaw, who was in Cincinnati at the time, and finally succeeded in contacting him. My counsel informed Mr. Shaw that I considered him my friend, and that I was reluctant to believe that he was involved in the conspiracy to deprive me of my job, and that I wished to give him a chance to prove his support of me before including him in the conspiracy suit. Mr. Shaw gave no satisfactory reply, nor would he make any commitment that he would make any use of his authority as musical director. Within two weeks of this conversation, receiving no word from Mr. Shaw or anyone else in the management, I was forced to file suit against the symphony and all those involved.*"

Once the suit was filed, the Department of Labor, Wage and Hour Division began to show interest in the case and proceeded to investigate to determine whether the symphony management had violated the statute against age discrimination. The defendants' counsel was requested to make available all records pertaining to the matter to ascertain whether the defendants had followed a practice of discriminating against musicians of the Atlanta Symphony Orchestra, by reason of their age, in violation of said federal statute.

The petition filed by Miss Henrickson's counsel, Mr. Aiken, enumerated contract violations and charged:

a) That the defendants have acted jointly, deliberately, wrongfully, illegally, maliciously, and fraudulently in failing and refusing to deliver to her said contract for the 1973-1974 season pursuant to a conspiracy formed by them sometime prior to June, 1972 to do so and to deprive her of her sole means of a livelihood, including her position as a violinist in said orchestra with all its benefits, including salary and pension rights, etc.

b) That defendant Sauser during the last three years of plaintiff's service in the Atlanta Symphony Orchestra moved her progressively from her position of first violin fifth stand to fourth stand second violinist, to fifth stand second violinist, and finally to sixth stand second violinist, leaving only one stand behind her. At times he was rude, discourteous, insulting, and inconsiderate, belittling her and her abilities in an effort to intimidate her, discourage her and break her spirit and cause her to give up her position with the orchestra. During said three years of plaintiff's employment in said orchestra, Defendant Sauser treated her like a menial servant instead of an accomplished artist. He also continuously discriminated against her by reason of her age and sex.

d) That the other defendants approved and supported Defendant Sauser in said misconduct towards the plaintiff.

(Continued on page 3)

10 YEAR SURVEY OF SYMPHONY ORCHESTRA SALARIES * * * PART 2

wk. — weeks in season
 m.w.w. — minimum weekly wage
 g.a.w. — guaranteed annual wage
 * — work stoppage

R.S. — rehearsal scale
 C.S. — concert scale
 G.S. — guaranteed yearly services

	National			New Haven			New Orleans			New York			No. Carolina			Oregon			
	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	R.S.	C.S.	G.S.	G.A.W.
1964-5	34	155.	5270.				27	100.	2700.	52	200.	10,400.				15.			
																17.50	78		1250. appr.
1965-6	36	162.	5832.				30	115.	3450.	52	200.	10,400.	no contract			15.			
																17.50	75		1230. appr.
1966-7	40	172.	6880.				32	115.	3680.	52	210.	10,920.	and no official scale			15.			
																17.50	75		1230. appr.
1967-8	42	185.	7770.	no information			33	130.	2960.	52	250.	13,000.	no official scale			17.50			
																20.	75		1400. appr.
1968-9	45	200.	4000.				35	125.	4375.	52	250.	13,000.	25	120.	3000.	17.50			
																20.	75		1400. appr.
1969-70	40	220.	8800.*				36	160.	5760.	52	270.	14,040.	26	120.	3120.	23.			
																23.	75		1725.
1970-1	47	235.	11,045.	17	42.	714.	36	180.	6480.	52	305.	15,680.	28	120.	3360.	24.			
																24.	88		2112.
1971-2	50	255.	12,750.	17	65.	1107.	37	195.	7215.	52	320.	16,640.	28	140.	3920.	26.50			
																26.50	88		2332.
1972-3	50	270.	13,500.	7	144.	1008.	38	206.	7828.	52	330.	17,160.	29	155.	4495.	27.50			
																27.50	80		2200.*
1973-4	51	285.	14,535.	7	253.	1071.	negotiating			negotiating			negotiating			28.50			
																28.50	100		2850.
	Philadelphia			Pittsburgh			Rochester			St. Louis			San Antonio			San Francisco			
	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	
1964-5	47	200.	9600.	30	157. ⁵⁰	4725.	32	145.	4640.	30	130.	3900.	no information			26	175.	4550.	
1965-6	52	200.	10,400.	30	162. ⁵⁰	4875.	32	145.	4640.	28	156.	4368.				28	175.	4900.	
1966-7	44	225.	9900.*	40	180.	7200.	32	175.	5600.	36	173.	6258.	29	120.	3480.	30	190.	5700.	
1967-8	52	230.	11,960.	42	190.	8000.	34	180.	6120.	37	181.	6697.	30	120.	3600.	30	220.	6600.*	
1968-9	52	237. ⁵⁰	12,350.	44	200.	8800.	36	190.	6840.	44	195.	8580.	32	140.	4480.	36	235.	9150.	
1969-70	52	270.	14,040.	47	225.	10,575.	36	210.	7560.*	47	200.	9400.	32	150.	4800.	36	240.	10,080.	
1970-1	52	280.	14,560.	48	237. ⁵⁰	11,400.	36	225.	8100.	49	205.	10,045.	32	160.	5120.	44	250.	11,000.	
1971-2	52	290.	15,080.	49	255.	12,495.	41	225.	9225.	49	205.	10,045.	32	170.	5440.	49	265.	11,885.	
1972-3	52	330.	17,180.	50	270.	13,500.	41	225.	9225.*	51	215.	10,965.	32	180.	5760.	49	280.	13,720.	
1973-4	52	340.	17,700.	51	285.	14,535.	negotiating			negotiating			negotiating			50	305.	15,250.	
	Seattle			Syracuse			Toronto			Vancouver			Winnipeg			Metropolitan opera			
	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	wk.	m.w.w.	G.A.W.	
1964-5	28	per					27	115.	3105.	no			24	75.	1800.	30	190.	5700.	
1965-6	28	service					30	125.	3750.	information			24	77. ⁵⁰	1860.	35	190.	6650.	
1966-7	29	pay		no			30	130.	3900.	26	104.	1580.	26	87. ⁵⁰	2275.	41	225.	9225.	
1967-8	29			information			35	150.	5250.	27	100.	2700.	26	100.	2600.	46	240.	11,040.	
1968-9	32	175.	5600.				38	165.	6270.	28	107.	2996.	26	110.	2860.	46	260.	11,960.	
1969-70	32	190.	6080.				42	180.	7560.	30	115.	3450.	27	120.	3240.	48	300.	14,400.	
1970-1	32	200.	6400.	30	98. ⁰⁵	2941. ⁵⁰	42	195.	8190.	30	135.	4050.	29	122.	3538.	48	300.	14,400.	
1971-2	34	188. ³⁵	6400.	31	109.	3379.	44	215.	9460.	31+ 14 sep.	143.	4723.	30	131. ⁵⁰	3945.	48	345.	16,560.	
1972-3	34	200.	6800.	33	120.	3960.	46	225.	10,350.	32	151. ⁵⁰	5002.	31	150.	4650.	51	345.	17,595.	
1973-4	negotiating.			negotiating			negotiating			negotiating			32	160.	5120.	51	360.	18,360.	

THE FRANCIS HENRICKSON CASE

(Continued from page 1)

e) That the plaintiff has not been served with any charges by the defendant or any of them.

f) That the plaintiff was granted no hearing as to why no contract was offered her for the 1973-74 season.

A total of \$600,000 in damages was asked for. The charges were serious and embarrassing to the Atlanta Arts Alliance, Inc. Their offer of a year's salary and compensation to pay legal fees and court costs was accepted by Miss Henrickson who felt unable financially to continue the struggle any further. She expressed the hope that publication of her dilemma might help other musicians facing a similar situation find a satisfactory solution.

A.F.M. RULES ON RECORDING CHARGES

As instructed by orchestra delegates at last year's conference in Montreal, the Executive Board of ICSOM preferred charges against various musicians and conductors for alleged violation of Article 24, Section 6-A of the A.F.M. By-Laws. It is specified therein that members, recording music outside the confines of the U.S. and Canada, must have authorization from the A.F.M.

After written charges, rebuttals and surrebuttals were presented, action was taken by the International Executive Board of the A.F.M. at its meeting held in Toronto on June 12, 1973. The matter was disposed of in the following manner. Charges were dismissed against Julius Baker, Antol Dorati and Alfred Wallenstein. Found guilty and reprimanded were: Aaron Copland, Harold Farberman, Erich Leinsdorf, Henry Lewis, Eugene List, Jorge Mester and Thomas Schippers. Fined \$1,000, payment to be held in abeyance pending future department as a member of the Federation were: Anton Guadagno and Julius Rudel.

PHILLY ORCHESTRA TO VISIT CHINA

In a further effort to normalize cultural relations with the West, this September the Philadelphia Symphony Orchestra will become the first American orchestra to appear on the mainland of China. The orchestra will follow the London Philharmonic Orchestra and the Vienna Philharmonic which visited China early in 1973. This seems to be a trend in current official Chinese thinking on cultural exchange. Culture is seen as an instrument for promoting friendly relations among states, mostly on a bilateral basis, therefore, it is to be subordinated to politics in principle and in practice.

	Chicago Lyric opera			N.Y.C. opera			N.Y.C. Ballet		
	Wk	M	T	Wk	M	T	Wk	M	T
64-5				10	150.	1500.	20	191. ⁵⁰	3830.
65-6				11	182.	2002.	20	200.	4000.
66-7	no information			27	203.	5481.	28	224.	6272.
67-8				32	210.	6720.	34	235.	7951.
68-9				30	225.	6750.	31	241.	7471.
69-70	14	260.	3724.	33	250.	8268.	37	272. ²⁵	11,241.
70-1	14	260.	3724.	33	280.	8734.	37	276.	9388.
71-2	14	310.	4340.	33	290.	8920.	37	282.	9500.
72-3	15	325.	4875.	34	300.	9815.	37	290.	9570.
73-4	negotiating.			negotiating			negotiating		

ICSOM'S 14th ANNUAL CONFERENCE TO BE HELD

The 1973 ICSOM Conference will be held in Cincinnati, Wed., Sept. 5th through noon Sat., Sept. 8th. Executive officers only, will meet the morning of Sept. 5th. The proposed agenda will include the following items:

- I. A. Meeting called to order
 - B. Roll call of member orchestras
 - C. Introductions
 - D. Minutes of the 1972 meeting
 - E. Applications for new membership and action thereon
- II. Reports of ICSOM officers
 - A. Report by Chairman on past year's activities
 1. Contract negotiations
 2. AFM-Symphony Strike Fund
 3. Partnership for the Arts
 4. Relations with the AFM
 5. AFM convention
 6. Recording negotiations
 7. General organization
 - B. First Vice-Chairman's report
 - C. Secretary's report
 - D. Treasurer's report
 - E. Counsel's report
 - F. Report on Canadian Symposium and Assoc. of Canadian orchestras
- III. Committee Reports
 - A. Recording Committee
 - B. Committee to study orchestra splitting
 - C. Committee to study the Music Performance Trust Fund
- IV. Unfinished Business
 - A. Negotiations
 1. Completed contracts
 2. Bargaining in progress
 - B. ICSOM programs—assessment and revision
 - C. Relationship with AFM
 - D. Wage stabilization program as it affects symphony players
 - E. ICSOM chart
 - F. Recording, radio, TV, video cassettes; including the MPTF
 - G. Orchestra splitting
 - H. Effectiveness of Artistic Advisory Committees
 - I. Paper on symphony playing as a career
 - J. Pension taping
- V. New Business
 - A. Nation-wide group insurance, annuities, pension planning
 - B. Effects on NLRB decision to exercise jurisdiction over symphony orchestras
 - C. Renewal of counsel's contract
 - D. Other new business
- VI. Lecture by Counsel
- VII. Nomination and election of Officers
- VIII. Choice and location of 1974 Conference
- IX. Good and Welfare

The Conference will be held at:
 The Terrace Hilton Hotel
 15 W. 6th St. Cincinnati, Ohio 45202

HOUSTON SYMPHONY LOCKOUT ENDS

On June 19th, after being locked out since the beginning of the month, the Houston Symphony Orchestra members ratified a contract by a vote of 77 to 10. Aside from the difficulties in reaching an equitable settlement of money and working condition issues, the main dispute arose from management's insistence upon eliminating the existing contractual clause which gives the Players' Committee the right to rule on cases of demotion in seating and non-renewal for artistic incompetency. Management insisted upon the right of the conductor to share in these decisions, plus the right to pile up charges against a musician over a period of three years. The contract was signed with the original clause intact; the Players' Committee of nine musicians (4 principals and 5 section players) decides incompetency charges and seating problems. The orchestra members demonstrated total support to the end for its negotiation team. Phil Sipser and Len Liebowitz served as counsel.

Time Table of Events

Jan. 23, 1973 ... Negotiation begins
 Feb., March ... No dollar offer. Management wants many changes in working conditions.
 April 19 ... Sipser and Liebowitz are hired.
 May 15 ... Both Sipser and Liebowitz arrive for the first session.
 May 22 ... Management's first money offer, \$10, 10, and 10 WOW!
 May 29-30 ... Management comes across with pension actuarial information.
 June 1 ... Nothing!
 June 2 ... (Expiration date) 8:00 a.m. Management proposes \$20, 10, and 15.
 June 2 ... 6:00 p.m. Musicians offer to play and talk. Management says NO! Management makes final offer; \$235, 250, and 270. Offer rejected with a unanimous NO! (78 ballots). Management locks doors and we are out.
 June 3 ... Pickets are set up at Jones Hall
 June 10 ... Negotiations resume after 8 days of silence. Management makes one more "final" offer; \$235, 255, and 275. Offer rejected with a unanimous NO! (83 ballots).
 June 11 ... Orchestra again offers to play and talk. Management refuses.

June 18 ... After 6 days of silence, management opens negotiations. Management offers new pension plan and reopener clause. No more money offered.
 June 19 ... More money is found! \$240, 260, and 280. 8 p.m. Members ratify the contract by a vote of 77 to 10.

The Settlement

Three year contract. \$240. 260. 280.
Vacation. 6 weeks 4 consecutive in the summer.
 1 week at Christmas
 1 week in the Spring
Holidays. Two additional holidays, those specific days to be decided by management. Players may receive time off for personal religious days.
Pension. Non-contributory
 \$4,200 flat rate, \$78,000 returned
 Advisory committee (members from the orchestra)
Sick Leave. 0-1 years of service ... 2 weeks at full pay
 2-4 years of service ... 4 weeks at full pay
 5- up to full number of years service ... First 5 weeks at full pay; 6-10 weeks at 3/4 pay; remaining weeks at 1/2 pay.
Audition Clause. 7 person committee plus the conductor.
Split Orchestra. 20 times in winter season
 15 times in summer season
Rotation Committee. Will work with the personnel manager for equal rotation, equal work load distribution for splits, opera and reduced orchestra.
Artistic Advisory Committee.
Instrument Insurance. Society pays 50% of individual premium up to \$5,000 policy, and for one instrument only.
Per Diem. \$20. a day plus Society pays for hotel.
Reopener Clause. End of second year. Insurance programs, Players' committee, Services and Split Orchestra. A study committee of musicians and management to be set up to prepare for such discussions.

Dick Nunnemaker, Sec'y
 Houston Symphony Orchestra Comm.

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