

Senza Sordino

Official Publication of the International Conference of Symphony & Opera Musicians

VOLUME XVIII

74

FEBRUARY, 1980 — NO. 3

THE NEW RECORDING AGREEMENT

Irving Segall

The new recording agreement between the American Federation of Musicians and the Recording Industry has been ratified by the recording musicians of the Federation. The agreement was effective November 1, 1979 and continues until November 30, 1981.

ICSOM's presence at these negotiations was vital. Attending for ICSOM were Irv Segall, Fred Zenone, John Palanchian and Brad Buckley, all members of the Media Committee. Also in attendance for consultation and stand by duties were Don Whyte from the New York Philharmonic, and Sandy Balint from the Metropolitan Opera Orchestra. These negotiations spanned a two week period, and it was impossible to have ICSOM attendance at every session. However, we were able to attend all sessions at which symphonic portions of the contract were discussed, by using a platoon system.

The Federation negotiating team, headed by President Fuenzalba, consulted with ICSOM on every symphonic decision from proposals to final agreement. We will also be consulted about final language in the symphonic portion of the new contract. While there was not immediate agreement between the Federation and ICSOM on every point, the understanding of our problems, and the rapport was better than ever.

Following are the new provisions for symphonic recordings.

Wages:

		Expired contract	New contract
		11/1/79	11/1/80
\$134.67	3 hour symphonic session	\$145.44	\$155.62
\$179.56	4 hour symphonic session	\$193.92	\$207.49

On-Location Symphonic Recordings:

Provisions adopted to permit on-location symphonic and opera recordings. (Recording of live performances).

(a) Payment will be made to the musician on the basis of finished product time (but at no time will a musician receive less than payment for a single three hour record session).

(b) Musicians will be paid at the rate of one hour's pay for each ten minutes of finished product.

(c) Only complete symphonic and operatic works may be recorded and released. No edited portions may be released from such on-location sessions.

(d) Companies will be permitted to record multiple performances of a given symphony or opera by making the payments provided in (b).

(e) Payments to the musicians of (a) above must be made whether any finished product is released or not.

(f) Payments to the musicians must be made within the agreement's allowable time limits following the first on-location recording.

As an example, if your orchestra is playing a work three times in a subscription series, the recording company may record the work at all three performances. The amount you earn is based on the time of the finished product. You will receive one

hour of recording pay for each ten minutes of the final product. If the final product is forty minutes, you will receive four hours of recording pay. In no case can you be paid less than three hours of recording pay, even if the work is less than thirty minutes. If no product is released from these tapings, you still must be paid based on the amount of product that would have resulted.

On-location recordings (recording of live performances) enable musicians to earn a recording fee while playing a performance that is in the regular work week, and does not require an *extra* service. This concept is in keeping with ICSOM's philosophy of the *second sell* of a regular service, enabling musicians to earn media income from performing a regular service, and keeping weeks with extra services to a minimum. This has been the Media Committee's goal in all our recent media negotiations. It was also our hope and intent, to encourage recording of opera in the United States, which has been practically non-existent for many years. The recording industry has maintained that existing pay rates made it financially impossible to record opera here. With the on-location concept, we will see if the industry will come up with more opera recordings.

This same situation of scarcity of sessions has also existed in the field of chamber music recording in the United States. The industry has maintained that the commercial rate is too high. They cannot use the symphonic rate without paying each orchestra member for the first two hours of the session, and this they will not do. The Federation was seeking a lower scale to enable free lance musicians to record chamber music. It was agreed that a separate Chamber Music section to the recording contract be established with the following provisions:

Chamber Music:

Provisions adopted for the production of Chamber Music records with the following conditions and safeguards agreed to:

(a) Four hour Session at \$151.20, November 1, 1979, and \$161.78, November 1, 1980.

(b) No more than 45 minutes of finished product from a four hour session.

(c) Time beyond four hours will be at the rate of time and one-half.

(d) there will be 15 minutes rest out of every hour.

(e) Fringe benefits shall be the same as for those covered by the Non-Symphonic provisions of the agreement.

(f) No composition requiring more than 24 players may be recorded under this Chamber Music section.

(g) Federation must approve of these sessions and must also receive four weeks advance notice of contemplated recording sessions.

(h) No composition of less than five minutes duration may be recorded under this Chamber Music section.

(i) No product that is recorded by more than nine players may be identified by name or inference with a parent symphony orchestra (liner notes on jacket may contain players' current and previous orchestra affiliations).

In the case of such nine players, they must each be playing separate (as opposed to multiple) parts.

(j) Conditions of this Chamber Music section may not be used for transfer of existing pre-recorded music to same.

This chamber music scale is for free lance recording of chamber music with not more than twenty-four players. The scale is much lower than symphonic scale. It is not intended for use by, nor *can* it be used for symphony orchestras. The *only* exception is if there are nine players or less, with each player playing a separate part. In such a case, if the players are willing to work for the scale, the name of the orchestra may be used. In no other case may the name of the orchestra be used. Again it was our hope and intent to create the opportunity for increased recording of chamber music in the United States, while at the same time not disturbing the protection now provided in the recording contract for symphony orchestra players.

We are experiencing the dawn of an electronic media explosion. New concepts in the marketing of sound and video products can affect the musician advantageously. At least twenty ICSOM orchestras are either making recordings or are involved in the electronic processes in other ways. Six of our orchestras have tested the digital recording process and have marketed such recordings.

It is imperative that your Media Committee keep abreast of changes as they occur and remain educated in the complexities inherent in these changes. It is ICSOM's intention to continue to lend our expertise where necessary, and continually to work in our interest to insure a just share of the success that surely lies ahead for the electronic media industry.

MINNESOTA RESOLVES DIFFERENCES AFTER SHORT WORK STOPPAGE

After nine months of proposal discussion and preparation, four months of across-the-table negotiation, the Minnesota Orchestra voted resoundingly the evening of September fourth, not to ratify the management's offer. The employer had previously said they did not want a play-and-talk situation, but we decided to come to work the following morning expecting to be locked out. To our surprise, we played that service and every service for the next two-and-a-half weeks.

September twenty-fifth turned out to be our "Dies Irae" for at 2 A.M., after many hours of negotiating, all issues resolved but seniority relief and salary, we gave the management an offer of \$150.00 over three years that, due to its six-month splits in the first two years, had virtually the same cost as that day's last offer. It was at this point we received again what had been an excuse for rejecting many of our proposals: Fundamental Opposition. In this case the management was fundamentally opposed to giving us a scale increase equal to a big-five orchestra. Not to quibble over words, our committee immediately sent back an offer of \$149.00 and on this we stood firmly. On September twenty-sixth the Minnesota Orchestra struck for the first time in its seventy-seven years.

Due to the formidable skills of our counsel Ron Rollins, the many talents of our committee chairman Jim Clute, and the press and patrons of the Twin Cities, we reached an agreement with the management negotiating committee on October first. What follows are some of the major improvements in our new agreement.

Wages: '79-'80 . . . \$440-465
'80-'81 . . . 490-520 } \$149 across-the-board increase
'81-'82 . . . 569

Each week's salary includes a \$25 E.M.G. for all three years.

Pension: from a percentage formula to a flat-rate pension of \$900 per month at age sixty-five with thirty years of service

(This more than doubles a member's pension who is retiring during the term of this agreement).

a \$350 minimum for already-retired plan retirees

String Relief: seven services per season not on call

Seniority Relief: one service per each five years of service to a maximum of six. All services not on call.

Five-day Weeks: thirty-one guaranteed per season

All rehearsals must end by 7:00 p.m.

Concert Length: Subscription concerts limited to 2¼ hours in length, all others limited to 2 hours.

Insurance: Life: \$25,000 in third year

Health: limit of three deductibles per family

Disability: now over-laps with our sick leave clause

Dental: will begin in the third year

Per Diem: continues to increase with the cost-of-living index

In closing I would like to thank Bob Biglow and Russ Moore of Local #73 for their support, and my colleagues on the Minnesota Orchestra Negotiating Committee: Jim Clute, Charlie Schlueter, Ron Ricketts, and Fred Capps. We all thank our lawyer Ron Rollins whose integrity and dedication were a constant source of inspiration throughout the negotiations.

Ben Kamins,
Minnesota Orchestra
Negotiating Committee

AT LEAST A GESUNDHEIT!

The following anecdote is reprinted from the February, 1912 issue of THE VIOLINIST.

Theodore Stier, the musical director of Pavlowa and Mordkin, told me just before leaving that while he was conducting "Siegfried's Idyll" it so happened that during one of the most beautiful pianissimo passages one of the members of the orchestra sneezed several times, absolutely spoiling the effect. After the performance was over Mr. Stier went to the unfortunate possessor of that note and mastering his anger, said:

"That was mighty unfortunate moment you chose for your sneezing; couldn't you have waited at least until one of the forte passages, when no one would have noticed it? I would have held it back if I had been you." To which the man replied:

"I would have been happy to oblige, Mr. Stier. *Why didn't you pass your score back to me!*

TOURING GRANTS ASSISTING AMERICAN ORCHESTRAS

American Telephone and Telegraph is no neophyte in the area of art support. Many of us remember the Bell Telephone Hour of the 40s, a radio show originating from Carnegie Hall which for 18 years provided the public with quality musical programming and the finest artists.

Last year, A.T. and T. announced that over a period of three years it would provide 10 million dollars in grants to help American Symphony Orchestras offset losses incurred due to the high cost of domestic touring.

The Bell System American Orchestras On Tour program got off to an auspicious beginning in 1979 by supporting tours by the Chicago, Los Angeles, New York, Philadelphia, Cleveland and Boston orchestras. In 1980 the grant program is aimed at assisting 23 more American orchestras and in the three year life of the grant program it is estimated that almost 100 tour concerts a season are expected to be supported by the Bell System On Tour program.

Also, General Telephone and Electronics Foundation, a subsidiary of GTE (Hawaiian Telephone Company is an affiliate) has announced a \$50,000 grant to the Honolulu Symphony Orchestra which will enable it to tour the Hawaiian Islands, American Samoa and New Zealand this season.

1979-80 SYMPHONY WAGE CHART

Most orchestras that guarantee income for recordings or other electronic media services, pay such income in weekly increments. To facilitate comparison, the weekly salary in such orchestras are broken down into two figures.

Orchestra	Weeks	Weekly Salary Plus E.M.G.	Annual Guaranteed Salary
Atlanta	48	\$360. + 15.	18,000.**
Baltimore	45	340.	15,405.
		355.	
Birmingham	30	235.	7,050.
Boston	52	510. + 20.	27,520.**
Buffalo	48	345.	16,560.
Chicago	52	550.	28,600.
Cincinnati	52	{ 395. + 20.	22,360.**
		{ 425.	
Cleveland	52	{ 430.	22,880. ¹
		{ 450	
Dallas	52	390. + 10.	20,800.**
Denver*	38	327.	17,004.
Detroit	52	480.	24,960.
Florida	31	265.*	8,227.
Grant Park*	9½	400.	4,088.
Honolulu	38	320.	12,160.
Houston	52	395. + 15.	20,500.**
Indianapolis	44	380.	16,720.
Kansas City	37	305.	11,285.
Kennedy Center Opera		{ 525. (ballet, opera) no guarantee	
		{ 440. (musical shows)	
Los Angeles	52	480. + 45.	27,460.**
Milwaukee	50	385.	19,250.
Minnesota	52	{ 415. + 25.	23,660.**
		{ 440.	
National	52	480.	24,960.
New Jersey	31	315.	9,765.
New Orleans	40	398.	15,920.
New York Phil.*	52	550.* + 57.30	31,580.**
North Carolina	40	345.	13,800.
Oakland	93 services	39.95 per service	3,715.35
Oklahoma	31	275.	8,525.
Oregon	38	255.32	9,342.45
Philadelphia*	52	510.* + 30.	28,080.**
Phoenix	34	195.	6,630.
Pittsburgh	52	480. + 10.	25,480.**
Rochester	46	375. + 10.	17,710.**
St. Louis	52	420. + 40.	23,920.**
San Antonio	35	280.	9,800.**
San Diego	27	360.	9,720.
San Francisco	52	470.	24,444.
Seattle	43	365. + 5.	15,910.**
Syracuse	41	274.	11,234.
Toledo	40 to 180 serv.	@ 28.50	
Utah	52	375.	19,500.
Chicago Lyric	17	500.	12,000. approx.
Kennedy Center Opera		525. (ballet, opera) no guarantee	
		440. (musical shows)	
Met. Opera*	44 ¹	525.41 ²	23,118.04 ³
N.Y.C. Opera*	28 ¹	465. ²	13,020.
N.Y.C. Ballet*	25 ¹	430. ²	9,890. ³
San Francisco Ballet	{ 75 perf. @ 68.00		6,075.
	{ 75 hrs. reh. @ 13.00 hr.		

**Annual Guaranteed Salary includes Electronic Media Guarantee or Recording Guarantee.

Cleveland 1) Annual wage from March '79 to March '80.

Denver* - \$327 paid for 52 weeks. Working season is 38 weeks in length.

Grant Park* - Figures are for 1978-79 season.

N.Y. Phil.* - Plus \$20 per week for each string player. (rotation pay).

Philadelphia* - Plus \$10 per week for string players. (rotation pay).

Metropolitan Opera* - ¹ Plus 7 weeks Supplemental Unemployment Benefits. ^{2,3} - Does not include rehearsal pay.

New York Opera* - ¹ Plus 6 week tour. ^{2,3} - Does not include rehearsal pay.

New York Ballet* - ¹ Includes 2 weeks Supplemental Unemployment Benefits. ^{2,3} - Does not include rehearsal pay.

OKLAHOMA SYMPHONY ORCHESTRA REACHES AGREEMENT

Approximately one week before the scheduled start of the 1979-80 season, the musicians of the Oklahoma Symphony Orchestra reached an agreement with management for a two year contract. Although we were not able to lengthen our season, we did raise our minimum weekly pay by \$77.50 over two years. We also gained partial payment of medical insurance premiums. Management will now reimburse each player who has a health insurance policy with an amount (for the full year) which is approximately one half of what most of us are typically paying for an individual policy. Women are now guaranteed their former positions upon returning from a leave of absence (unpaid) to have a child.

Work load remains at an average of eight services per week, with a maximum of nine. What was formerly a section in the contract called "Tours", is now called "Domestic Tours"; foreign tours shall be negotiated separately. Also seniority pay remains at 7% personal salary every third year.

Regarding wages, we felt that the agreement represented an interesting compromise. Basically, this year's raise is \$27.09 across the board. Those players, who, after this raise, are still below \$275/wk. are receiving an additional amount to meet the new minimum. The second year of the agreement, each musician will be raised 10% personal salary plus any applicable seniority raise. We feel it is significant that the minimum has risen almost \$100 in three years. We were also able to persuade management to remove the sixty day cancellation clause of the last multi-year contract, and they agreed to "make a good faith effort" to offer us an additional week in the 1980-81 season.

season	length	minimum	no. of players	health insurance
1977-78	30 weeks (31 actual)	\$205	50 (51 actual)	none
1978-79	31 weeks	\$225	50 (54 actual)	none
1979-80	31 weeks	\$275	54 minimum	\$20/month/player, all year
1980-81	31 weeks (possibly 32?)	\$302.50	54 minimum	\$30/month/player, all year

Included in the contract is the recognition of an Artistic Advisory Committee, which existed on a trial basis last season.

Negotiation sessions were cordial, though few and far between during the spring. Near the end of last season, May 14, their frequency increased, though management's offers did not. We adjourned for the summer, hoping to resolve differences in time to start working in late September. The musicians voted unanimously not to play without a contract, a situation which management had exploited in the past. At our third meeting, after resuming talks in September, their negotiating team presented us with their "last offer" and announced that they had unanimously voted not to recommend to the Board of Directors any further contract provisions that "will increase the deficit in either of the coming years." So that we can have some regular ongoing communication, our Orchestra Committee will frequently meet with the Board of Directors' newly instituted Orchestra Affairs Committee.

We did not retain the services of a professional negotiator, but we are grateful to Phil Sipser and Lenny Liebowitz for their frequent advice over the telephone. Thanks are also due to Robert Weiner, chairman, Bernard Rosenthal, Helen Weiner, Sol Weiner, Lee Morgan, Mike Fox, and Eric Ginsberg, our hard-working orchestra committee.

Eric Ginsberg, ICSOM representative emeritus
Bruce Heim, ICSOM representative

BULLETIN:

The 1980 ICSOM Conference will be held in Portland, Oregon. The date of the Conference is Monday, August 25th to Friday, August 29th. Details will follow.

YOU'VE COME A LONG WAY, BABY

We are attempting to obtain for our ICSOM Archives copies of "vintage" personal and master orchestra contracts. Not surprisingly they are difficult to come by. We are speaking preferably of documents at least 50 years of age. A call to the A.F. of M. New York office uncovered nothing so it remains for us to seek the good offices of our Locals and retired orchestra members to provide us with the type of documents we are seeking.

As with all historical documents, if one reads carefully enough one finds them to be an indicator of conditions in our orchestras and a mirror of our profession at the time they were issued. I was fortunate enough to become privy to a personal contract belonging to Herbert Weis, a cellist, now retired from the Cincinnati Symphony Orchestra. The contract was issued for the 1923-24 season. The fact that it called for a salary of \$40 a week for 30 weeks is of minor import compared to other facts revealed by the contract.

I was struck by the punitive language and nature of many of the clauses dealing with musician absence; the absolute power of the musical director as judge and jury in virtually all matters, and the work load that could be demanded of the musician each week if so desired. However, the most striking and inexplicable clause is the following one. *The Musician agrees to join the Cincinnati Musicians' Protective Association if requested to do so by the Company.* Think of it. It's a sort of Right to Work statement with an option by the Company to force the musician to become a Union member. Mr. Weis does not recall that there were any non-union orchestra members. The enigmatic phrasing of the clause invites further research.

A clause reads that *the musician is expected and agrees to render his services at two full periods each day on Sundays or weekdays without extra compensation.* Although it was not the practice, upon occasion, I am told, the orchestra did perform 14 services in a week. Rehearsals at the option of the Company could be three hours with a 15 minute intermission or 2½ hours with no intermission. An unexcused absence from rehearsal resulted in forfeit of 25% of the week's salary and an unexcused absence from a concert resulted in forfeit of 50% of the weekly salary.

If a musician missed both concerts of any week, for any reason, he forfeited the *entire salary* for that week, and if the musician missed sufficient rehearsals during the week so that the musical director deemed it cause to disqualify him from playing concerts for the week, he received *no compensation for those services that he did attend.*

Although no one can attest to the implementation of the following clause, it states that *if the musician missed both subscription concerts for two or more weeks in succession as a result of illness or for any other reason, the Company could terminate the contract by giving the musician one week's notice of such intention. All liability by the Company under the contract would then cease.*

The sufficiency or validity of excuses for absence was determined by the musical director. This also pertained to matters of incompetence or cause.

The threat of punishment, whether extensively implemented or not, must have hung like a sword on a thread over the heads of orchestra members. It was an era when anything was allowable. In Fritz Reiner's first year in Cincinnati (1922), he dismissed 37 musicians at the end of the season. Economic conditions after World War I were chaotic and many excellent players emigrated to the U.S. If they could not be found at home, conductors were not adverse to sailing abroad in search of orchestra replacements. Another source was the theater orchestra where many excellent musicians gravitated, drawn by higher salaries than those earned in symphony orchestras. Unquestionably the state of the musician market and the lack of union influence at the time were greatly responsible for conditions as revealed

in this 1923 contract.

Your *Senza Sordino* editor would appreciate duplicated copies of any other such contracts. The passage of time will only make the task of memorializing these important links to our present increasingly difficult. Please contact retired orchestra members in your community. It's surprising what you may uncover.

Henry Shaw

MEMORIAL FUND ESTABLISHED IN MEMORY OF RALPH MENDELSON

The following letter was recently sent to all ICSOM delegates. Because of its importance and the possibility that it may not have been posted on your bulletin board it is being reprinted below.

Ralph Mendelson was a man who touched profoundly the lives of all who had the privilege to know him. He was, in a sense, an exemplar for all ICSOM members, for he was at once a consummate musician and a deeply committed trade unionist. His untimely death last spring, at the age of 52, is a great loss, both to those of us who were fortunate enough to have known and worked closely with him, and to ICSOM as an organization.

A member of the New York Philharmonic Orchestra, Ralph became active in ICSOM shortly after its inception. He served as Vice Chairman in 1969 and 1970 and was elected Chairman serving in that capacity from 1970 to 1974. Ralph served as a member of the Board of Trustees of the A.F. of M. Strike Fund from 1970 until his death. His lasting contribution to ICSOM, as one of the most knowledgeable and articulate spokesmen, as an astute and creative analyst of the complex issues confronting musicians, as a leader of the organization, is not a debt easily repaid.

Because Ralph gave so much of himself to this organization, the delegates at the 1979 ICSOM Conference voted to establish an award in his honor, to be given annually for the best essay on collective bargaining in the symphony, opera or ballet fields. The award, to be offered through one of the established scholastic programs in labor relations, will be in the form of a cash prize. We hope it will serve to encourage interest in the field and at the same time provide a lasting memorial to Ralph. Eventually, the essays might be published in book form; they would provide a valuable resource to students and practitioners in the field.

We are asking you to ask your members to contribute to the greatest extent that they can to the Ralph Mendelson Memorial Award Fund, which will both commemorate a great leader of ICSOM and inspire interest in and contributions to the field in which he was so deeply involved.

Checks should be made payable to the *Ralph Mendelson Memorial Fund* and sent to John Palanchian, 277 Walton Street, Englewood, NJ 07631.

Your Area Vice-Chairperson will be in touch with you shortly regarding this matter. In the meantime, thank you for your assistance on behalf of the fund-raising effort.

Irving Segall, ICSOM Chairman
I Philip Sipser, ICSOM Counsel

Note: The letter sent to your delegate erroneously states that Ralph Mendelson was instrumental in the creation of the A.F. of M. Strike Fund and served on its Board of Trustees from its birth. We wish to acknowledge that Sam Denov and Robert Maisel were the initial ICSOM Trustees and were instrumental in its formation.

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

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Subscriptions: A.F.M. Members \$4.00 per year.
Non-Member, A.F.M. \$7.00 per year.

Printed by S. Rosenthal and Co. Inc., Cincinnati Ohio