

AGMAZINE

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A Second Chat With Solo Vocalists

The concept which some artists have of their relationship to a union is often inaccurate, and may be largely responsible for insufficient activity on their part. One comment we occasionally hear is, "What has the union done for me?"

If you visit an employment agency, and pay an appropriate fee, you may secure a job. If you go to a doctor or lawyer, and offer cash for advice or treatment, you undoubtedly will receive assistance in return. Likewise, when AGMA mails a dues statement, you remit the proper amount to our office (we hope). But after you send us the money you receive nothing of an immediately material nature, hence the reaction — "I just pay my dues, and nothing happens."

You Are the Union

The difference, of course, is that you visit the agency, doctor or lawyer as an individual, and collective action together with others nowhere enters into the picture. The benefits you will receive from AGMA will increase exactly in proportion to the activity and participation of yourself and every other member. Your union executives derive strength not from any special gift, or even from the Board of Governors, but from the knowledge that if the membership is kept informed, that we will have its unqualified support by carrying out the instructions given us.

How To Be A Good Union Member

If you will act upon the following suggestions, we assure

you that AGMA will grow by leaps and bounds, and you will receive many more benefits.

1) First and foremost, make it your business to attend all shop and membership meetings. When you are present, stand up and offer suggestions, and if necessary, criticisms, even if you may seem uncertain.

2) Cast your vote in every union election. Get to know the artists with whom you perform and come in contact so that you will better know their qualifications.

3) Do not sign a contract or perform with any company which does not have a Basic Agreement with AGMA. A list of AGMA companies appears regularly in each AGMAZINE, and if you are in doubt, call the union office.

4) Do not enter into any agreement which is contrary to AGMA regulations. If the arrangement seems questionable, contact the union. Our duty is to help you precisely when a problem arises.

Help Yourself By Making AGMA Grow

The stronger AGMA becomes, the more influence we will be able to exert in securing improvements which you need such as health insurance, a pension fund for retired artists and most important, greater opportunities for employment by helping to encourage musical enterprises throughout the nation. We require your assistance, and you need ours. Help yourself by making AGMA grow!

AGMA Second Annual Convention

AGMA's Second Annual Convention took place on Thursday, Friday and Saturday, January 20, 21 and 22 at the Park Sheraton Hotel in New York City.

We print below a list of the elected Convention delegates together with their attendance record at each session. The

Convention delegates approved a resolution in which the complete attendance record would be published in AGMAZINE. The letter 'A' indicates absent, 'Pr' means that the delegate was represented by proxy and 'P' signifies that the member was present.

NEW YORK AREA

	Jan. 20	Jan. 21	Jan. 22
	1 2 3	1 2 3	1 2 3
1. Balogh, Erno	P Pr A	Pr A P	Pr Pr Pr
2. Benzell, Mimi	A A A	A A A	A A A
3. Bonelli, Rich.	Pr Pr Pr	Pr Pr Pr	Pr Pr Pr
4. Brown, Lucy	P P Pr	Pr Pr Pr	Pr Pr Pr
5. Boris, Ruthanna	A A A	A A A	A A A
6. Chapman, Frank	Pr Pr Pr	P P Pr	P P P
7. Davidson, Law.	A A P	A A A	A A A
8. D'Elia, Frank	A P Pr	P Pr Pr	Pr Pr P
9. Dolin, Anton	A A A	A A A	A A A
10. Duncan, Todd	A A A	A A A	A A A
11. Edwards, Lydia	A A P	P P P	P P P
12. Finn, Frank	Pr P Pr	P Pr Pr	P Pr Pr
13. Fisher, William	A P A	A P P	A P P
14. Francescatti, Z.	A A A	A A A	A A A
15. Grimard, Elio	P P P	P P P	P P Pr
16. Heidt, Winifred	Pr Pr A	A A A	A A A
17. Hoeppel, Eliz	P P P	P P P	P P P
18. House, Edith	P P P	P P P	P P P
19. Knight, Felix	A A A	A A A	A A A
20. Kostroff, M.	P P P	P P P	P P P
21. Lev, Ray	A A A	Pr Pr Pr	Pr Pr Pr
22. Lipton, Martha	A A A	A Pr Pr	Pr Pr Pr
23. Minet, Elissa	P P P	Pr Pr P	P P P
24. Morse, Tilda	P A Pr	Pr Pr P	P Pr P
25. Pease, James	A A A	Pr Pr Pr	Pr Pr Pr
26. Renan, Emile	P P Pr	Pr Pr P	Pr P P
27. Sachse, L.	P Pr Pr	Pr P P	P Pr Pr
28. Sassani, Jules	A P Pr	P P Pr	P P P
29. Savage, May	Pr P Pr	Pr P Pr	P P P
30. Speaks, Marg.	Pr Pr Pr	Pr Pr Pr	Pr Pr Pr
31. Standing, G.	Pr Pr Pr	P P Pr	Pr P P
32. Stoska, Polyna	A A A	A A A	A A A
33. Stone, Betty	A P Pr	P P P	Pr Pr P
34. Thibault, C.	A P P	P P P	P P P
35. Votipka, T.	A A A	A A A	A A A
36. Windheim, M.	A P P	Pr P P	Pr P P
37. Yannopoulos, D.	Pr Pr Pr	Pr A Pr	Pr A Pr

(Ray Lev and Thelma Votipka sent telegrams of greetings to Convention regretting their inability to be present, and were officially considered excused from the sessions they missed.)

PHILADELPHIA AREA

1. Fox, W. McKinley	P P P	P P P	P P P
2. Southern, Geo.	P P P	P P P	P P P
3. Walker, Jessie	P P P	P P Pr	P P P

NEW ENGLAND AREA

1. Trickey, Nancy	P P P	P P Pr	P P Pr
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NEW ORLEANS AREA

1. Winteler, A. P.	P P P	P P P	P P P
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CHICAGO AREA

1. Bayle, Ilma	P P P	P P P	P P P
2. O'Toole, Glenna	P P P	P P P	P Pr P
3. Silhan, Arthur	Pr Pr Pr	P P P	P P P
4. Tessmer, Jos.	P P P	P P P	P P Pr

SAN FRANCISCO AREA

1. Attarian, Jas.	P P P	P P P	P P P
2. Daneluz, G.	P P P	P P P	P P P
3. Martin, Benj.	Pr Pr Pr	Pr Pr Pr	Pr Pr Pr
4. Schagen, Paul	Pr Pr Pr	Pr Pr Pr	Pr Pr Pr

LOS ANGELES AREA

1. Barnes, F.	Pr Pr Pr	Pr Pr Pr	Pr Pr Pr
2. McGranahan, T.	P P P	P P P	P P P
3. Radic, John	P P P	P P P	P P P
4. Ravell, Edw.	P P P	P P P	Pr P P
5. Romain, Hilda	Pr Pr Pr	Pr Pr Pr	Pr Pr Pr

Pre-Convention Party In Chicago

We received a note from Chicago representative Irving Meyers in December which arrived too late for that month's AGMAZINE.

It told of a party held at the Scranton Studios at which about 80 AGMA members and their friends got together for an old-fashioned (or maybe not so old-fashioned) social affair in order to raise funds for Chicago delegates to the Convention.

Below is the letter sent to us, and we belatedly print it, and extend a bouquet to our Chicago members:—

"Not wishing to be outdone by any other section of the country either in social activities or in making sure delegates get to the National Convention, Chicago AGMA members held open house on December 4th, inviting all members, their families, and friends.

As there had been no regular open season here for two years, we felt it was about time to have a get-together to greet all our old friends and to make new ones. We also wanted to establish a local fund, primarily to help finance delegates to the Convention.

The party was quite a success, both socially and financially, due to the invaluable contributions of time and effort, and donations of all kinds, on the part of many members. There were solo and group singing, recordings made for those who wanted them, dancing, games, door prizes and plenty to eat and drink. And everyone had a grand time.

We were very glad to have Mr. Faine with us that evening. His coming to Chicago just at that time was indeed a fortunate coincidence.

Our membership here is limited both in numbers and resources, but our union spirit is high, and we are quite proud to start the ball rolling for the success of the Convention this year."

Signed: Social Committee

Vinette Boyce

Josef Eschert

Gladys LaBetz

Janice Mack

Glenna O'Toole

Jack Verblen

Jannett Wetzel

Day-By-Day Diary of Second Annual Convention

FIRST SESSION

Thursday morning, January 20th

Convention proceedings were begun at the Park Sheraton Hotel, New York City at 10 A.M. and Elisabeth Hoeppel, National Recording Secretary presided.

Edith House of New York and John Radic of Los Angeles were appointed Convention Secretary and Sergeant-at-Arms, respectively.

A Credentials Committee was appointed composed of Jessie Walker of Philadelphia, Galliano Daneluz of San Francisco and Wynema McKinley Fox of Philadelphia.

A Resolutions Committee consisting of Wynema McKinley Fox, Tilda Morse of New York, Emile Renan of New York, Glenna O'Toole of Chicago, and Thomas McGranahan of Los Angeles was elected.

Elois Grimard of New York, John Radic and George Southern of Philadelphia were appointed to the Tellers Committee.

Hyman R. Faine, National Executive Secretary presented his Annual Report to the delegates. (The text of Hyman Faine's Annual Report, slightly condensed, is printed elsewhere in this issue.)

Financial Secretary Bernard W. Zuebert, in the absence of Treasurer Frederick Jagel, delivered a summary of AGMA's annual financial statement.

SECOND SESSION

Thursday afternoon, January 20th

Conrad Thibault, AGMA's first vice-president presided at the second session.

The delegates fully discussed the reports of Hyman Faine and Bernard Zuebert, and this was followed by an outline to those present of the current AGMA dues structure. This report, which was approved at the session, supplied information to those choristers who had questioned their reclassification to Active membership, and the consequent dues increase.

A resolution was offered by Lucy Brown and seconded by Marek Windheim, both of New York, approving the repeal of the Taft-Hartley Act, and substituting in its place the Wagner Act.

THIRD SESSION

Thursday evening, January 20th

The chief business of the third session was the Local Executive Committee in each area, together with the scope of AGMA's organization outside of New York.

It was felt that each area should employ increased effort in handling problems of a purely local character.

A committee consisting of W. McKinley Fox-Philadelphia, Joseph Tessmer-Chicago, Galliano Daneluz-San Francisco, Nancy Trickey-New England, John Radic-Los Angeles, and Arthur Winteler-New Orleans, was appointed to discuss and formulate, with the assistance of Mortimer Becker, AGMA counsel, the duties of the Executive Committee.

FOURTH SESSION

Friday morning, January 21st

The delegates discussed two related items, "Problems of Employment," and "Choral Restrictions on Employment."

Choral delegates were of the opinion that the methods by which some opera companies engaged choristers reduced the employment opportunities of AGMA "A" Choristers. (An AGMA "A" chorister is one who has passed the choral audition requiring a knowledge of 15 standard operas.)

A resolution was passed authorizing the appointment of a committee to investigate the problems of choral employment.

FIFTH SESSION

Friday afternoon, January 21st

This session was devoted to a discussion of the difficulties confronting concert artists in their field.

It was explained that the signing of the new Concert Manager's Basic Agreement would introduce many artists into AGMA membership and that it would be desirable that the delegates representing all categories of AGMA membership understand the relationship between the concert artist and his manager.

SIXTH SESSION

Friday evening, January 21st

The delegates approved a constitutional amendment making it necessary for all nominees and candidates to be not only Active members but also in good standing at the time of nomination or candidacy, good standing being defined as not being delinquent in the payment of dues, assessment, or other monies for a period of not more than 90 days from the due date.

Another amendment was approved in which the National Board of Governors would have the authority to settle a tie vote in the event of a Board of Gov-

ernors election. In the event that the tie involved the election of a delegate to a convention, the Local Executive Committee in the area would be so empowered, or in the case of New York, the National Board of Governors.

A constitutional provision requiring a Convention every January was amended so that the Convention will be held annually in June, beginning in 1950.

The fourth constitutional amendment permits delegates to a Convention to be nominated not only by petition, but also if necessary, by a nominating committee in a local geographic area.

SEVENTH SESSION

Saturday morning, January 22nd

Hy Faine delivered a lengthy and comprehensive report on the problems confronting AGMA in the field of television. The delegates were also presented with the current plans for merger among Actors Equity, Chorus Equity, AFRA and AGMA.

The Convention went on record as approving the merger among the unions. The delegates also approved the partnership agreement between the merged organization and Screen Actors Guild.

EIGHTH SESSION

Saturday afternoon, January 22nd

The Resolution Committee reported back to the delegates, who passed the following resolutions:

1) Presented by Jules Sassani of New York:

"Be it resolved that AGMA formulate and issue a brochure or booklet setting forth the rules and regulations necessary for the guidance and information of union delegates in carrying out their duties as representatives of the union and protecting the rights of the members."

2) Presented by Arthur Silhan of Chicago:

In view of the fact that the average chorister is not a soloist and is at a great disadvantage signing alone, we propose the following:

"No impresario, manager, or conductor may henceforth demand individual auditions from professional choristers. Group auditions may be granted, i.e., section auditions as bass, soprano, etc., or combinations such as trios, quartets, etc. Under such circumstances, a conductor would be able to form a fair,

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New Officers And Board Members Elected

In a nation-wide secret ballot, AGMA members have elected winning candidates to eight national offices, and fifty-five vacancies on the Board of Governors. In contrast to former elections, in which chorus and ballet members were unable to vote, all AGMA members who had been classified to Active membership, and who were up to date in dues payments were eligible to vote.

We are printing below, in conformity with a recent resolution of the Board of Governors, a summary of the complete election returns. National officers will retain office for two years, and an asterisk after a name indicates that the member has been reelected.

PRESIDENT

LAWRENCE TIBBETT*	320
Frank Chapman (write-in)	4
James Melton (write-in)	2
Conrad Thibault (write-in)	1
Maurice Kostroff (write-in)	1
Lauritz Melchior (write-in)	1
Barnes	1

FIRST VICE-PRESIDENT

CONRAD THIBAULT*	195
Marek Windheim	94
Lillian Nichols	49
Maurice Kostroff (write-in)	2
Erno Balogh (write-in)	1
Maggie Teyte (write-in)	1

SECOND VICE-PRESIDENT

Richard Bonelli	148
JAMES PEASE*	91
Jules Sasasni	64
Todd Duncan	44
Erno Balogh (write-in)	1
J. C. Thomas (write-in)	1

(Richard Bonelli was elected as a Board of Governors member, and a Board resolution permits a successful candidate for two offices to select the office he prefers. Since Mr. Bonelli chose to serve as a Board member, the candidate for vice-president with the next highest number of votes, James Pease, was declared elected.)

THIRD VICE-PRESIDENT

JASCHA HEIFETZ	327
Maurice Kostroff (write-in)	5
Richard Bonelli (write-in)	2
James Pease (write-in)	2
Georgia Standing (write-in)	2
Lloyd Harris (write-in)	1
Helen Traubel (write-in)	1

FOURTH VICE-PRESIDENT

ASTRID VARNAY	136
Leopold Sachse	67
Frank D'Elia	64
Frank Finn	47
Alexis Dolinoff	17

Eloi Grimard (write-in)	1
Robert Merrill (write-in)	1
Felix Knight (write-in)	1
Ezio Pinza (write-in)	1

FIFTH VICE-PRESIDENT

THELMA VOTIPKA	220
Edith House	114

RECORDING SECRETARY

ELISABETH HOEPPEL*	314
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TREASURER

FREDERICK JAGEL*	314
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Lucy Brown	79
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RESUME

TOTAL VALID BALLOTS	349
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INVALID BALLOTS:

Received late	45
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Unsigned envelopes	6
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Voided	5
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Not paid up	25
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TOTAL INVALID BALLOTS	81
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TOTAL BALLOTS SUBMITTED	430
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BOARD OF GOVERNORS

After the Board of Governors members listed below were elected, lots were drawn by the new Board in accordance with the new Constitution in order to determine which members would serve for one, two or three years. The length of term of office is indicated by a numeral after a member's name.

Again, an asterisk represents a re-election.

NEW YORK

(Vocalists — 17)

1. LOUIS D'ANGELO*	2	147
2. FRANK CHAPMAN*	1	143
3. WINIFRED HEIDT*	1	138
4. JOHN BROWNLEE*	3	128
5. EUGENE CONLEY*	1	125
6. RICHARD BONELLI*	1	123
7. ARTHUR KENT*	3	112
8. FELIX KNIGHT*	2	106
9. FRANCES GREER*	3	102
10. TODD DUNCAN	3	98
11. MARTHA LIPTON	2	95
12. MARGARET SPEAKS*	3	95
13. MAREK WINDHEIM*	1	89
14. POLYNA STOSKA	2	89
15. LYDIA EDWARDS	2	86
16. MAXINE STELLMAN	2	86
17. DONALD DAME*	2	86
18. Dorothy Sarnoff		81
19. William Horne		80
20. Mimi Benzell		76
21. Emil Renan		71
22. Alice Howland		61
23. Lawrence Davidson		58
24. Paul Robeson (write-in)		4
25. Robert Merrill (write-in)		1
26. Dorothy Kirsten (write-in)		1
27. Francesco Valentino (write-in)		1

(Five present National officers were

1 Board candidates and the following votes were polled respectively: Frederick Jagel—146, Astrid Varnay—137, James Pease—130, Thelma Votipka—128, and Conrad Thibault—118. However, these members preferred to hold National Office, and their vacancies on the Board were filled by those candidates having the next highest number of votes, namely, Marek Windheim, Polyna Stoska, Lydia Edwards, Maxine Stellman, and Donald Dame.)

(Instrumentalists — 2)

1. RAY LEV*	3	108
2. LUCY BROWN*	1	105
3. Zino Francescatti		81
4. Muriel Kerr		55
5. Fredell Lack		18

(Choristers — 9)

1. FRANK D'ELIA*	2	147
2. MAY SAVAGE	2	138
3. EDITH HOUSE	3	123
4. MAURICE KOSTROFF*	3	109
5. FRANK FINN	3	107
6. JULES SASSANI*	3	106
7. BETTY STONE	2	93
8. LOUISE DEMBITZ	1	86
9. ROBERT LADOFF	1	85
10. Eloi Grimard		84
11. Roy Anderson		80
12. Henry Arthur		79
13. Joseph Hancock		75
14. Anita Haase		68
15. Irving Lavitz		65
16. Arthur Backgren		63
17. Elie Ring		55
18. Ruding Kafka (write-in)		1

(Dancers — 9)

1. RUTHANNA BORIS*	3	150
2. KATHERINE DUNHAM*	2	145
3. TILDA MORSE	1	138
4. ANTON DOLIN	2	137
4. ELISSA MINET	1	137
6. CHARLES WEIDMAN	2	132
7. ANTON DOLINOFF	1	131
8. JULIA BARASHKOVA	1	128
9. ROBERT LINDGREN	1	117
10. Nora Kaye (write-in)		6
11. John Kriza (write-in)		1
12. Laura Novak (write-in)		1
13. Marina Svetlova (write-in)		1

(Stage Directors — 2)

1. DINO YANNAPOULOS*	3	159
2. LEOPOLD SACHSE	2	137
3. Herbert Graf (write-in)		4
4. Desire DeFrere (write-in)		3
5. Armando Agnini (write-in)		1
6. Benjamin Altieri (write-in)		1
7. Louis Raybaut (write-in)		1
8. Anthony Stivanello (write-in)		1

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(Continued from page 4)

PHILADELPHIA
(Choristers — 2)

1. GILBERT MASON 1	26
2. GEORGE SOUTHERN 2	7
3. Wynema McKinley Fox (write-in)	5
4. Irene Jacoby (write-in)	2
5. Warren Holland (write-in)	1

(John Santamaria received 11 votes running for Chorus Board member, but was not in good standing just prior to the election. Consequently, the candidate with the next highest vote, George Southern, was declared elected by the Board in his place.)

(Dancers — 1)

1. MICHELLE RAINER 3	20
2. Lucia Sandos (write-in)	1
3. Sue Sena (write-in)	1
4. Doris Angstadt (write-in)	1
NEW ENGLAND	

1. PHYLLIS CURTIN 2	8
CHICAGO — MID-WEST	
(Vocalists — 1)	

1. JOSEPH TESSMER 1	27
2. Mary Smith (write-in)	1
3. Nadine Waters (write-in)	1
(Choristers — 2)	

1. ILMA BAYLE 2	17
2. GLENNA O'TOOLE 1	16
3. Arthur Silhan (write-in)	11
4. Vinette Boyce (write-in)	7
5. Gladys LaBedz (write-in)	5
6. Raymond Orloff (write-in)	5

 NEW ORLEANS

1. ARTHUR P. WINTELER 3	7
2. Joseph Scorsone (write-in)	1
SAN FRANCISCO	

(Choristers — 2)	
1. GALLIANO DANELUZ 3	23
2. BENJAMIN MARTIN 2	15
3. Edwin J. Vannucci	11
4. Paul Schagen (write-in)	4
5. Herman Wiseman (write-in)	1

(Dancers — 1)	
1. JOAQUIN FELSCH 3	26
LOS ANGELES	

(Choristers — 2)	
1. JOHN RADIC 3	23
2. HILDA ROMAIN 3	20
3. Evelyn Adams	14
4. Thomas McGranahan	12
5. Edward Fadem (write-in)	5

(Vocalists — 2)	
1. FRANCIS BARNES 2	33
2. JOSE PALOMARES 1	18
3. Edward Ravell	16
4. Harold Reed (write-in)	2
5. Fred Fox (write-in)	1

(Dancers — 1)	
1. MIA SLAVENSKA 1 (write-in)	1
2. Jane Fischer (write-in)	1
3. Ruby Asquith (write-in)	1

Television News

AGMA members are being asked to sign long term management contracts in the television field which do not contain any safeguard or provision for supervision of such contracts by AGMA.

In line with a decision of the Associated Actors and Artistes of America, 4 A's Television Committee, and similar action by other branches of the 4A's, the following resolution was passed by the AGMA Board of Governors on March 22, 1949:

RESOLVED that effective April 11, 1949 every contract, rider, commitment or understanding between a member of AGMA and any agent, manager or personal representative, which refers or relates in whole or in part to agency, managerial or booking services or representation in the field of television, shall contain the following provision verbatim:

"The obligation of the Artist under this contract, with respect to television, are subject and subordinate to the Artist's primary obligations to the Television Committee of the Associated Actors and Artistes of America (the Four A's), and nothing in this contract shall ever be so construed as to interfere with the Artist's prior duty to abide by the present and future orders, rules and regulations of the said Television Committee concerning the terms and conditions of agency contracts and relationships in the television field, notwithstanding any provision in this contract to the contrary. The parties hereby agree that all disputes and controversies concerning this contract relating to television, as to its execution, existence, meaning, interpretation, breach, performance and enforcement, shall be submitted for decision to the Television Committee of the Four A's, and its determination shall be binding and final."

FURTHER RESOLVED that any artist who violates this resolution shall be deemed guilty of conduct unbecoming a member of AGMA and shall be subject to appropriate disciplinary action.

Convention Diary

(Continued from page 3)

intelligent evaluation of the artist's voice, knowledge, or appearance."

The above proposal was approved as part of a motion presented by Maurice Kostroff of New York that 3 choristers, 1 instrumentalist, and one stage director be appointed to investigate Choral Restrictions on Employment, and report to the National Board of Governors within 60 days.

3) Presented by Lydia Edwards of New York:

"Be It Resolved, that this Convention go on record as being opposed to the entrance of Walter Gieseking into the United States and to his concertizing in the United States; and that such position be made known to the State Department, the newspapers, and to Charles Wagner."

NINTH SESSION

Saturday evening, January 22nd

A motion was presented by Marek Windheim of New York, and passed, that the Convention attendance record of each elected delegate be published in AGMAZINE.

Marek Windheim of New York introduced a motion which was approved, that the Convention urge Congress to establish a Department of Fine Arts.

William Fisher of New York presented a resolution, passed by the delegates, urging the inclusion under the Social Security system of all employees of non-profit, cultural institutions.

Galliano Daneluz of San Francisco introduced a motion, which was passed by the Convention, favoring the repeal of the Federal Amusement Tax of 20% on admissions in opera, concert, and ballet.

Marek Windheim proposed that AGMA future Basic Agreements include a provision that resident AGMA companies of a permanent nature be required to give one annual benefit performance, and that the net proceeds be placed in the AGMA Welfare Fund.

President Lawrence Tibbett thanked the delegates for their efforts and cooperation, and for their good wishes on the observance of his 25th anniversary with the Metropolitan Opera Association.

Annual Report of National Executive Secretary;

Convention Informed of AGMA's Progress

(The following report, slightly revised, was delivered by Hyman R. Faine to the delegates of AGMA's Second Annual Convention.)

Officers and delegates to the first Annual AGMA Convention: I say the words "Annual Convention" with considerable pride, since this represents a realization of something that has been a long felt need in AGMA and something for which I have been personally striving since I first associated myself with the American Guild of Musical Artists.

We are gathered here today to take stock of what has happened in AGMA and what AGMA has achieved in the past year. By so doing, we will be able to become aware of our accomplishments as well as initiate the steps that must be taken in order that AGMA may continue to serve the best interests of its members.

This past year has been a momentous one in AGMA's history. It will be impossible in this brief report to detail everything that has gone on and that has been attained. All that can be done is to touch the highlights and indicate some of the events as well as the future trends.

Constitution Revised

Chief and foremost in this past year has been the establishment of AGMA as a truly national and democratic organization, representative of all of its members wherever they may be located. Whatever may have been the historical reasons, it was apparent by last year that AGMA would have to revise its basic structure to meet its present needs and to lay the groundwork for an expanding union. To that end, last year, as many of you who are here today remember, AGMA's Constitution was completely revised. These revisions were adopted by the Board of Governors in the form of amendments to the then existing Constitution and sent to the membership for referendum. As you know, the new Constitution was overwhelmingly approved and is the basis for AGMA's government and structure today. In addition, the Board of Governors adopted, with minor changes, a set of by-laws previously recommended by the Constitutional Convention. Thus we have, for the first time in AGMA's history, a Con-

By HYMAN R. FAINE

stitution and by-laws drafted by the membership through their elected representatives and approved by them in a referendum.

Government and administration under this Constitution is just beginning. Many individuals and groups of members, particularly outside of New York City, are not yet fully familiar with all of its provisions. Some areas failed to act in time in the election of their Executive Committees. In addition, there are several defects apparent in the system, which will require constitutional amendment, and some unfortunate administrative errors which, with experience, I know, will not recur. On the whole, however, the machinery has operated well. All areas have nominated and elected officers, Board members, and delegates to represent them under the Constitution. There remains, however, the need for devising methods to integrate the membership groups throughout the country and to develop in each of these areas local leadership which can operate under the provisions of this Constitution. This is a subject for discussion by this Convention.

The new Constitution is designed to meet the needs of a growing national organization. This AGMA most certainly is. While our membership in the past year has not materially increased, it is a much more active membership, in the sense that it is more nearly continuously engaged in the fields covered by our jurisdiction. By the use of the honorable withdrawal procedure and the suspension of inactive people, the inactive elements have been weeded out so that the present active list of approximately two thousand members is a true indication of those artists who are working in opera, concert and ballet. This, in spite of

the elimination of several opera and ballet companies and the general downward trend of employment in the entertainment field.

Organizing on National Scale

Possibly some of you are not aware of the national scope of AGMA's activities. AGMA has collective bargaining contracts with organizations in Chicago, New York, San Francisco, Boston, Hartford, New Haven, New Jersey, Pittsburgh, Philadelphia, Delaware, Washington, Miami, New Orleans, Fort Worth, San Antonio, Los Angeles, Cincinnati, Central City, Denver, Rochester, and several other cities. This farflung activity is carried out on the whole solely through the facilities of the National Office, with the exceptions of Chicago, San Francisco, Los Angeles and Philadelphia. In other words, we are operating a national organization and negotiating and enforcing contracts with an extremely limited staff. There has been a great growth of local operatic and ballet organizations throughout the country. Thus, there are local opera companies in Wilmington, Delaware, Fort Worth, Texas, Central City, Pittsburgh, Boston and New Orleans. Since there is little likelihood, in view of the total membership of AGMA, that the administrative staff can be increased appreciably outside of New York City, it will be the duty and obligation of non-New York members to activate their groups so that these non-New York areas can be properly policed and the AGMA membership's interests protected in these areas. Unless AGMA members outside of New York City function actively and effectively, we will again retrogress to the situation where everything happens in and for New York City. Musical development in the United States is away from New York City; AGMA, if it is to develop and grow, must keep pace with that trend.

Contracts Renewed

In the past year, AGMA has renewed all its contracts with the opera and ballet companies that have continued to operate. These include the organizations in the cities I have mentioned before, as well as contracts with the Metropolitan

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New Constitution A Democratic
Instrument for Welfare
of Members

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Opera Association and the League of Grand Opera Producers. We have also entered two new fields heretofore only partially organized by AGMA: the concert field and the choral field. I will speak more of this later on.

At the time of the negotiations with the opera and ballet companies, AGMA was confronted by a lack of employment opportunities for its members and financial difficulties on the part of the existing companies. In spite of these facts, all basic agreements were renewed without one major concession or reduction in rates or working conditions. And in addition, in many instances your negotiators were able to obtain cost of living clauses and several other changes of benefit to our members. In the case of the Metropolitan Opera Association, in addition to the cost of living clause we also obtained for the first time in our history, a two year employment contract for approximately 75% of the AGMA members employed by the Metropolitan.

During the next year, we can re-assess the economic factors in the opera and ballet fields and determine what advances AGMA will attempt to secure for its membership in 1950 when these contracts come up for renegotiation. There remain to be negotiated this coming year contracts with the San Francisco and City Center Opera Companies, with particular reference to the latter's engagement in Chicago, the Cincinnati Opera Association, and the Central City Opera Association. As always, in these negotiations, AGMA will consult with its members both in New York and in those specific cities and negotiate agreements which are for the best interests of the majority of its members.

Agreement Signed

1948 also saw the accomplishment of another major objective of AGMA. We have completed an agreement with the leading concert managers in the United States: namely, Columbia Artists Management, Inc., National Concert and Artists Corporation, and W. Colston Leigh. As you all know, because of an unfortunate and costly dispute with the American Federation of Musicians, AGMA's development in this field has been long delayed. For the past years, we have

been trying to overcome this lag and obtain a basic agreement with the concert managers. This has now been well initiated, and we will proceed to organize and obtain similar contracts with the other concert managers in the field, such as Hurok, Adams, Wagner, Davidson and others.

Protection Extended

These contracts place AGMA, for the first time in its history, in the position of protecting all the members under its jurisdiction in the field of their special interests. Up until now, our members have received their protection from the union in the field of their employment; now they will receive similar protection in their relationship with their managers which, to the concert artists, is of paramount importance in the development and furtherance of his career. The basic agreement with the concert managers provides for a 90% union shop! This was obtained in spite of the fact that we, at present, represent comparatively few instrumentalists and no more than a little over 50% of all the artists managed by these concert bureaus. In addition, the agreement contains advantages to the artists in the form of contractual limitations on commissions; a standard artist-manager contract form; simple, inexpensive and compulsory arbitration machinery; protection against long-term contracts, and against managers who sign artists and then do nothing for them; guarantee of the right of inspection of books and statements as to monies spent by the manager for the artist; protection against discrimination by one manager against artists managed by another; and many other similar provisions to protect the concert artist in his managerial relationship.

There is a major task to be done in this field. We will have to bring back into the fold those instrumentalists lost to us at the time of the Petrillo fight. To this end, a meeting of a representative

group of instrumentalists will be held next week in New York City at which Jascha Heifetz, Albert Spalding, Lawrence Tibbett, and I will attend in order to explain the provisions and protections of this contract. Again, AGMA membership units outside of New York will have to develop organizations in their cities, so that those concert artists, who are by and large locally situated, can become part of AGMA, just as the New York concert artists who will hereafter be integrated into AGMA.

Choral Groups Organized

We have also begun to work actively in the choral group field by obtaining collective bargaining contracts for the Robert Shaw Chorale, and the De Pau Infantry Chorus. This, too, is a difficult field since there are few choral groups which are at the same time professional and commercial organizations. Eventually, we will have to devise means whereby the so called non-professional, amateur choral groups can be controlled and limited so that their work does not react in any way detrimental to the professional choral singers.

Small Opera Companies

One other field within the opera classification which is important to consider is the recent development of small opera companies such as the Lemonade Opera Co., the Amato Opera Co., Opera Tonight, etcetera. These companies usually give a limited number of performances in very small auditoriums or halls and cannot pay the AGMA minimums established for larger organizations having potentially larger audiences. For them, and to protect the AGMA members working with them, different conditions and rates have been established under AGMA basic agreements. Mr. Kornblum, representing AGMA on the West Coast, has drafted a series of rules and regulations for the so called "Little Opera Companies." The Actors Equity Association "Little Theatre" rules are currently being studied to see whether we can develop a similar pattern for these small, but ever increasingly-important opera groups. We all realize that these groups are one of the new developments in the opera field. They present opportunities for young singers to obtain training and

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All Entertainment Unions Will

Benefit from Merger of

4A Unions

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experience which may enable them to go on to the larger companies. AGMA has attempted to encourage them as much as possible, without sacrificing the basic standards and interests of our members.

Facts Concerning 4 A's Merger

I am happy to report to you a recent development within the Associated Actors and Artistes of America, the 4A's, which, as you all know, is the International union to which we and the other theatrical unions belong. For many years, all performers within the 4 A's have hoped to bring the individual 4A unions into one large, unified organization, "the one-card union," so that by this unity we can be stronger in dealing with our employers and better equipped to protect our members' interests in their own field and in the larger field of legislation and government regulation. To this end, last June the International called a conference at which there were representatives of the American Guild of Musical Artists, Screen Actors Guild, American Federation of Radio Artists, Actors Equity Association, Chorus Equity Association, American Guild of Variety Artists, Screen Extras Guild, and the Hebrew Actors Union. This representative group spent a week drawing up two alternate plans for a merger of all of their organizations. The report of the conference, which was unanimously approved by the delegates, was then sent to the governing bodies of each of the participating unions.

One of the first to act was the Screen Actors Guild which rejected this proposed merger on the grounds that the seat of the government of this organization would be on the East Coast and, since most of their activity was on the West Coast, they would not be properly represented. The Screen Extras Guild took a similar position. Following this action, the governing boards of Actors Equity, Chorus Equity, AFRA, and AGMA approved the report in principle and urged that if there could not be a merger with SAG and SEG that there at least be a partial merger of the other unions on the East Coast. The American Guild of Variety Artists, at that time, was going through a serious internal crisis and did not have a governing body of its own,

and took no position on this question, and has not indicated its position to date.

namely approval of merger by a general referendum, be required.

AGMA Merger Committee

Those organizations which approved partial merger appointed committees of working members to meet and discuss the proposed merger. The Committee of AGMA consisted of Erno Balogh, Alexis Dolinoff, Maurice Kostroff, James Pease, Conrad Thibault, Lawrence Tibbett, and myself. It met for many weeks with Committees of the other organizations involved and prepared the merger agreement which is the subject for discussion at this Convention, and a copy of which is before you. This report is supplemented by a proposed partnership agreement between the proposed merged organizations and the Screen Actors Guild with regard to television. A copy of that you have before you also. The governing board of AFRA has approved this report with minor changes. Equity and AGMA have not yet taken any official action. The AGMA Board of Governors is in the process of discussing it and has reached no decision as yet.

The proposed merger represents an attempt to reach a basis of unity which will set up a strong, unified organization. There will probably be in the report certain points which you will wish to discuss — and it is well to remember that this is an honest and sincere attempt to meet the objections of *all* the merging organizations and, by some compromise, obtain the greatest good for all the artists of the merging unions. You will discuss it at a later session of this Convention. Under the Constitution, you have the right to approve merger by action of the delegates to this Convention. However, I have to inform you that, at a recent membership meeting in New York City, the members went on record as recommending that you do not finally approve merger here, but rather, that the second method provided in the Constitution,

AGVA Investigation

The matter of 4A merger, in a sense, is associated with what happened in the past year to AGVA, and in which I was involved to a considerable extent. As you probably know, or have read, AGVA in the past year went through a serious crisis leading to what we hope is a brighter future. Approximately a year ago, the International Board of the 4A's dismissed a man by the name of Matt Shelvey who had been National Director of AGVA. At that time, AGVA was not an autonomous union within the 4A's as the other branches are, but was under the direct supervision of the International. Its autonomy was revoked in 1942, when AGVA had become disorganized and was bankrupt. Mr. Shelvey was dismissed because he was attempting to set up a one name dictatorship in the organization, and depriving members of their rights. In addition, the International had heard many rumors of misfeasance and malfeasance which it set out to investigate.

A committee was appointed by the International Board, with myself as Chairman, to administer AGVA until the whole matter could be investigated and a new Constitution drafted and approved by its members, and the membership could elect their own officers and governing bodies. Mr. Shelvey did not accept his dismissal, but proceeded to set up a dual union, actively oppose the Committee's work, and brought law suits to enjoin the work of the International. As you know, all this was to no avail, and the 4A's was vindicated in the courts. Investigation of Shelvey's activities led to his indictment and conviction for the larceny of \$20,000 from a hotel in Atlanta.

4 A's Cleans House In AGVA

Under the guidance of the 4A's Committee, the AGVA membership has adopted a democratic constitution and elected its officers and Board members in a freely conducted election. AGVA is now an autonomous union run by its members through duly elected representatives. This is a commendable showing

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4A's Helped Clean House
and Place AGVA On
Firm Basis

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on the part of our International union in cleaning its own house. For such action, labor baiters of Mr. Pegler's stripe, of course do not hand out compliments. They prefer to point out the black marks against unions, rather than to show the American public that unions can both govern and police themselves without outside interference. This, too, is an indication of the democratic strength of the 4A unions in being able to obtain for AGVA the kind of membership organization which the other branches have so long enjoyed. We hope that AGVA will develop and grow and establish itself on an even footing, so that it can take its rightful place amongst other branches of the 4A's. We hope that the National Board of AGVA will act upon the merger proposal before them and become a part of the activities of the other 4A branches, in order that we may have a unified and strengthened artists' and performers' union.

Television Committee Formed

The problem of merger is tied up, too, with the problem of television. You are all aware of the extraordinary growth of television as a medium of entertainment. AGMA members, like members of the other 4A unions, are appearing either as groups or as individuals on many television programs. To protect them, and to negotiate proper working conditions and rates of pay for all television performers, the International set up, last Spring, a 4A Television Committee. The purpose of this committee was to negotiate collective bargaining contracts for all members of the 4A's appearing in television. This committee, on which AGMA is represented, resulted from the fact that there were at the time of its formation three unions in the 4A's field who claimed jurisdiction, in whole or in part, of the television field. These were AFRA, SAG, and Actors Equity Association. Recently, AGVA has laid claim to jurisdiction, too. AGMA has not made

claim to this jurisdiction since it cannot advance any of the reasons that either AFRA, SAG, or Actors Equity Association have. However, we are an equal partner on the 4A Television Committee and, if merger does take place, television will be within the jurisdiction of the merged union in which, of course, we will be an equal partner, too.

Negotiations Begun

The 4A Television Committee has begun negotiations with the leading telecasters in New York City as a preliminary step towards organizing the entire field. The theory was that we would first obtain a satisfactory contract in the city where there is the greatest television activity and where there is the greatest strength of the 4A unions. Unfortunately, it has become obvious that the Committee as such is a none too effective means of organizing and negotiating. This became apparent late in the summer when the negotiations had reached a crucial point. The only way that the negotiations could have been brought to a head and successfully completed would have been to have in existence one organization representing all television performers, with a strike weapon in its hands. The Committee, on which there are representatives of autonomous unions, could not wield the force that would be necessary to complete the negotiations. Therefore, all concerned turned to merger, plus the agreement with SAG, as a solution to the problems in television, including both the question of jurisdiction as well as organization and negotiation. I hope that the merger can become a reality soon, so that the new organization can proceed to bring to a conclusion

the first of the many steps necessary to protect all performers in the field of television.

SAG's Part In Television

The agreement with the Screen Actors Guild of which I have spoken provides, in brief, as you will see by examining it, that if there is a merged association on the East Coast of AGMA, AFRA, Actors Equity Association and Chorus Equity Association (and AGVA, if it so chooses to come in), a partnership agreement will be entered into between this association and SAG for the joint administration of television, with the merged association negotiating and administering for live television and SAG for film made for television purposes. Basic agreements in both those fields would require the joint approval of both organizations and each has pledged one hundred thousand dollars towards the organization of the television field outside of New York and Los Angeles.

The lack of a completed television contract has not prevented AGMA from protecting its members in television. While it is true that we have not established rates for studio programs, we have successfully maintained that if a performance of either opera or ballet which is already under an AGMA basic contract is televised, then such a telecast must receive our approval and be made subject to conditions agreed to by AGMA. Under this principle the telecast of the opening night of the Metropolitan was only made possible after AMGA had approved it and had negotiated terms of pay and conditions satisfactory to our members and our Board. These terms of pay provided for payment to everyone having anything to do with the performance, including dancers, and stage directors. One of the great problems in television is to see that no film is made of a telecast which can be shown at a later time to the detriment of the members or in competi-

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tion with a live performance. Consequently, one of the conditions we obtained was a prohibition on the use of any film made from such a performance except for very limited purposes of additional coverage and that for a limited time only.

Union Fact Finding Committee

In AGMA's activities for the past year must be included several other favorable developments. One of these is the close relationship and coordination which we have obtained with the other unions in our fields. By this I mean not only other unions within the 4A's, but such unions as the American Federation of Musicians, the Stage Hands, Scenic Designers, Treasurers, Wardrobe Employees, and others. AGMA has been represented in New York City on a committee called the "Fact Finding Committee," consisting of representatives of all the theatrical unions. This Committee has, by joint action, protected the interests of all in many critical situations. We have been able, in many instances, to keep out of our field non-union companies, and in one specific instance, jointly prevented an employer from invoking the Taft-Hartley Law. This happened in the case of the Metropolitan which early last Spring took the position that the law applied to their operations. Under AGMA's leadership, the Fact Finding Committee and all 12 unions of the Metropolitan took a joint position on this issue to the effect that the law did not apply, and that, if the Metropolitan continued to maintain its position, it would be met by the unified opposition of the unions. With great gratification I can say that the Metropolitan backed down and the negotiations continued without any reference to the Taft-Hartley Law.

Need for 4A Unity

Again, during this past summer, after AGMA had completed its negotiations,

the Metropolitan announced the closing of the house because it had failed to reach an agreement with the other unions. Your President, Lawrence Tibbett, called all the unions together. Again we took a common position on the matter and offered to meet with the Board of Directors of the Metropolitan on a unified basis. I was elected Chairman of this Committee, and as a result of AGMA's action in unifying the unions, we forced the Metropolitan to reopen negotiations and finally to reopen the house. I think that these two instances clearly illustrated the need for unity of all the 4A unions within our own International, and for close cooperation with the unions allied with us in the theatrical field.

The Taft-Hartley Act

Speaking of the Taft-Hartley Law, I am happy to report too, that in the past year we were successful in warding off all attempts by employers to apply this infamous law to our operations. All our negotiations and all our contracts were based on the successful position taken by your negotiators, namely, that the law did not apply to our employers or to the kind of work that AGMA members were doing. We were, thus, able to escape the very onerous provisions of that anti-labor law which could have, as it did to many other unions, produced internal dissension and external defeat. The American public has since given the 80th Congress its answer to the desirability of this law. Had AGMA not been able successfully to meet the challenge

of the employers, we might now find ourselves with provisions in our contracts which would have plagued us even after the repeal of the Taft-Hartley Law.

Both the passage of this law and the 1948 elections clearly indicate the two ends of a proposition that all union members must become aware of. If Labor had been more active to protect its interests, both in the 1946 election and subsequently, there would have been no Taft-Hartley Law this year. If Labor had been less active in 1948, this Law would remain on the books.

It is becoming increasingly apparent that AGMA members must be on guard and take the necessary steps to prevent the recurrence of Taft-Hartley Laws. This can be brought about by seeing that the right people are elected at the right time. This can be accomplished by direct action on those issues which affect AGMA members in their own field. For example, under the Social Security Law as it now stands, most of the employers with whom AGMA members deal, are totally exempt. Many AGMA members, therefore, unlike millions of other Americans, do not receive unemployment insurance when they are unemployed, or old age benefits when they reach the age of retirement. AGMA must support the position taken by President Truman in urging Congress to extend the Social Security Laws to cover employees of non-profit organizations. AGMA must take action to see that the various State legislatures eliminate from the unemployment insurance laws the exemptions granted to non-profit organizations. To that end, AGMA, in conjunction with the American Federation of Musicians has requested the New York State AFL Legislative Director to urge the New York State Legislature to amend the Laws so that unemployment insurance would be available to employees of non-profit organizations. This should be done in all states where AGMA members are employed.

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**The Growth of AGMA Depends
On the Participation
of Its Members.**

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Repeal of Federal Amusement Tax

Further, as the recent threatened closing of the Metropolitan indicated, most musical organizations in the United States are operating under deficits which threaten their future existence and thus, the employment and careers of our members. One of the obvious solutions to this problem is to eliminate the 20% Federal Admissions Tax which, by the way, non-profit organizations did not have to pay prior to 1941. The amount of money collected from the public by the musical organizations in the form of taxes, if not turned over to the Federal Government, could be the difference between red and black on their financial statements. AGMA was instrumental in passing a resolution urging such a step at the 1948 American Federation of Labor National Convention in Cincinnati, and we have been assured that when this issue comes up before the proper Congressional Committee the AFL will support us and the other entertainment unions in this position.

AGMA members can be of assistance, particularly those outside of New York City, if they would write to their legislative representatives, both in Washington and their own State Legislatures, to take action along the lines I have indicated. It is becoming more and more clear to all concerned that Labor must protect its interests, not only across the negotiating table and on the picket line, but also on the government level. More and more state and federal governments are becoming integral participants in all labor relations. AGMA, like other unions, can not depend solely upon its own strength and activities to achieve its purposes. We must be prepared to enter the political arena to the extent necessary and at the time necessary.

Further Growth Seen

The year ahead, I feel confident, will be one of further growth for AGMA

and its members. But there remain a number of problems. At this Convention we must center our attention on them. They are:

(1) The development and strengthening of the organizational units which AGMA has in the cities outside of New York.

(2) Increasing the employment opportunities available to our members without at the same time setting up barriers to the development of the musical art as a whole. AGMA must become a focal point for movements to develop municipal and state organizations to encourage and present the musical arts in cities outside of New York. There are the beginnings of such a movement, and to the extent that AGMA can encourage and aid them, to that extent will the employment of our members be increased.

(3) Serious consideration should be given to the place of the concert artists in AGMA and the necessary steps be taken to draw such artists into active participation in AGMA's affairs.

(4) There must be greater participation by members in the affairs of our union. A great deal of time and effort has been spent in making AGMA a truly representative and democratic organization. But truly democratic and representative unions require interested, alert and active membership in all categories and throughout the country. Quarterly meetings must be attended to produce

We had planned to include in this issue of AGMAZINE the pictures of all board members recently elected by the membership.

Unfortunately, at publication time, some photos had not yet been received at the office.

In the next AGMAZINE however, we will reproduce all pictures that have been sent to us, so that AGMA members may meet their elected representatives.

results. Contracts must be enforced by the vigilance of individual members as well as by collective action. Your union can only serve the members' interests and be an effective instrument for their protection if our members will it, by their support and work. The structure is there. It remains for the membership to take advantage of its opportunities. It's up to you, the leaders and the most union conscious members in your areas, to inculcate such a feeling in the whole of our membership. Then there will be no limits to the growth and development and strength of AGMA. Then AGMA can take its rightful place in the heart of the musical life of our country.

Thank you.

Honorable Withdrawals

If you plan to be inactive in your field, and wish to take an honorable withdrawal, the following facts should be observed:

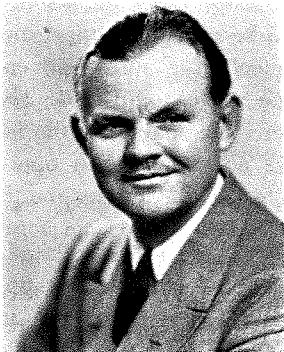
1) In order to secure an honorable withdrawal, you must be up to date in your dues.

2) A written application for the honorable withdrawal must be made to AGMA, and approved by the Board of Governors.

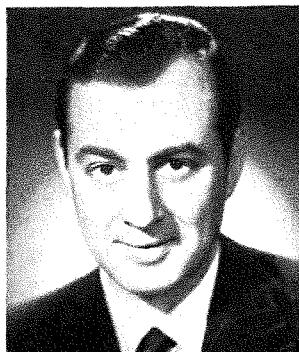
3) If you remain inactive in your field for *at least one year*, your dues will not have accumulated. However, if you perform before one year has elapsed, you must pay dues from the date on which the withdrawal was taken.

4) An honorable withdrawal status does not mean that you are no longer an AGMA member. You are merely placed in the inactive file, but your obligations as a union member are not altered.

AGMA's Newly Elected Officers



LAWRENCE TIBBETT
President



CONRAD THIBAULT
1st Vice-President



JAMES PEASE
2nd Vice-President



JASCHA HEIFETZ
3rd Vice-President



ASTRID VARNAY
4th Vice-President



THELMA VOTIPKA
5th Vice-President



FREDERICK JAGEL
Treasurer



ELISABETH HOEPPEL
Recording Secretary

New Concert Manager's Agreement Signed

After many months of difficult negotiations, a new Concert Manager's Basic Agreement has been signed by AGMA with the three leading concert bureaus, namely Columbia Artist's Management, National Concert and Artist's Corporation, and W. Colston Leigh.

This event represents a milestone in AGMA's development, since it assures the union of a firm base in three of the most important fields within its jurisdiction, — ballet, concert, and opera. It means that hundreds of eminent artists, heretofore performing without the benefit of union membership or protection insofar as their relationship to their manager is concerned will receive specific improvements in their management contracts.

In this agreement, AGMA secures a 90% union shop, so that out of each 10 artists signed by a manager, 9 are required to join AGMA within 30 days after entering into a contract with him.

We print below a letter sent by Hy Faine, Executive Secretary to all concert artists managed by the above bureaus who are now AGMA members, and offer the highlights of benefits to be derived by artists. *Artists who join AGMA from now on will also automatically receive these and other benefits.* The letter follows in full:

"Your union, after many months of strenuous negotiations, signed a Basic Agreement with your concert management. This contract, running for five years, applies to every aspect of the relationship between you and your manager.

"Whatever contract you now have is modified to the extent that it differs from either the Basic Agreement between AGMA and your manager, or the Standard Artist-Management Contract which your manager now must use in signing up each artist. That means that the benefits in this Basic Agreement become part of your arrangement, if they are not so already, and you can immediately claim all the rights that are contained in this Basic Agreement.

"As your present individual contract expires, your manager will be required to sign you up on the AGMA Standard Artist's Management Contract, a copy of which is enclosed. It is important to remember that this is the only contract which you may sign with a manager who has signed the Basic Agreement.

"Amongst the many advantages obtained by AGMA for your benefit are the following:

1. Manager guarantees that he is equipped, and will continue to be equipped, to handle the artist and his affairs;
2. Existing contracts with AGMA members, or those who become AGMA members, are modified to conform to the Basic Agreement;
3. No individual contract can be for longer than three years, including options;
4. All options to renew individual contracts must be exercised not later than December 1st of any year;
5. Your manager cannot book you for dates beyond the expiration of your individual contract;
6. You may examine your bookings at reasonable times and receive a list of all written offers of bookings;
7. You can require statements of account and payment of net balances at 30 day intervals, and quarterly itemized statements of all expenses;
8. The maximum amount that your manager may spend for advertising, except as to amount needed to service bookings, without your consent, is \$500 in any one year, of which \$250 may be payable in advance, but can be used only for printing of brochures;
9. If you feel that the manager has too many artists in your category, or has booked you unwisely, or has refused bona fide offers for your services, you can get a release from your contract, if an arbitration board decides that the facts are as you claim;
10. You can terminate your contract with your manager if
 - a—during the first year under his management, you obtain in gross fees less than six times your regular concert fee, or
 - b—during any subsequent year you obtain less than twelve times your regular contract fee, or less than 65% of your gross concert fees of the preceding year, whichever is greater.
11. Commissions that may be collected are 20% for regular concerts, 15% for Civic and Community concerts, and 10% for radio, phonograph, and opera engagements. If your fee is \$750 or more and you earn in gross fees in a year less than \$7,500, the commission on regular concerts drops to 18%. These are maximum commissions. No commissions may be deducted on any minimum fees under AGMA contracts with employers;
12. Manager can move engagements already made only for your good and you must be so notified. He may not make commitments outside the United States without your consent and at no higher commissions than stated above;
13. All disputes between yourself and the manager are to be settled by arbitration, which is a fast and inexpensive method;
14. Your individual contract must state your minimum fees for regular and Civic or Community dates and manager may not book you at lesser amounts without your written consent. Your manager is entitled to his commissions only if you get paid;
15. Your manager warrants that the fee he collects for you in Community or Civic dates is not in excess of your regular concert fee;

"In addition to the above, the next two provisions are part of the Basic Agreement signed with W. Colston Leigh:

16. You may mutually agree with your manager to be on the Alternate System and pay 50% commission, provided your regular fee is \$500 or more. It is applicable only to concerts which are outside of a 50 mile radius of your residence or place of business, and to concerts for which you get no less than your regular concert fee;
17. If you do pay such commission, your manager must pay two first class railroad fares for yourself and accompanist, and if you earn between \$10,000 and \$12,500 he must pay 1/2 of advertising and promotion fees, and if you earn over that amount, all of the advertising and promotion fees.

"There are many other benefits which cannot be enumerated here because of space limitations. If you have any questions about your present contract, or the AGMA Basic Agreement, or the Standard Artist's Management Contract, please do not hesitate to contact me, or Mr. Zuebert, of this office.

"This Basic Agreement marks an important step in AGMA's work on your behalf. This work can only progress and become increasingly effective if you, as a concert artist, participate in AGMA's affairs to the same extent as opera and ballet artists have participated heretofore. Both your individual problems, and the problems of concert artists generally, are of paramount importance to AGMA,

(Continued on page 14)

Don't Forget This Date!

**General
Membership Meeting**

Partial Agenda:

- 1. REPORT ON CONVENTION**
- 2. RECENT NEGOTIATIONS**
- 3. REPORT BY EXEC. SEC'Y
ON WEST COAST TRIP**
- 4. 4A's MERGER, TELEVISION NEWS**
- 5. NEW BUSINESS**

Wednesday, April 13, 1949, 12 Noon

**HOTEL CLARIDGE
44th STREET, EAST OF BROADWAY**

Don't Be Late!

AMERICAN GUILD OF MUSICAL ARTISTS

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AGMA Unfair List

The companies and producers listed below are on AGMA's Unfair List. Under no circumstances may AGMA members perform with any of these companies and violation of this ruling will result in disciplinary action.

1. Adams-Williams Corp.
430 Sixth Avenue
New York, N. Y.
Wilson A. Williams
2. Belmont Opera Guild (Belmont
Community Society)
183 St. & Arthur Ave.
Bronx, N. Y.
3. Manhattan Opera Guild
1545 Broadway
New York, N. Y.
Benjamin F. Kutcher
4. Mascagni Opera Guild
250 West 91st Street
New York, N. Y.
Josephine La Puma
5. National Negro Opera Co., Inc.
3315 14th Street, N. E.
Washington, D.C.
Mary Cardwell Dawson
6. New York Civic Opera Co.
150 West 46th Street
New York, N. Y.
William Reuterman
7. William Spada
226 West 72nd Street
New York, N. Y.
8. Star Opera Co.
317 West 42nd Street
New York, N. Y.
Francis C. Torre
9. Verdi Grand Opera Co.
389 Selye Terrace
Rochester, N. Y.
Vincent Faga
Sylvestre Zaccaria
10. Washington Grand Opera Assn.
1710 19th Street, N.W.
Washington, D.C.
William Webster

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Mr. Lawrence Tibbett AC-S
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