AGMA-EQUITY FLEDERMAUS DISPUTE

On July 16, 1951 Lawrence Tibbett, National President and Hyman R. Faine, National Executive Secretary of AGMA issued the following release: “In the interests of the performers who have been engaged by the Metropolitan Opera Association and other companies for their roles in the Fledermaus, the American Guild of Musical Artists is withdrawing its claim, based upon the contracts with such companies, to act as the exclusive collective bargaining representative of such performers. In withdrawing its claim, AGMA by no means indicates that its position was erroneous but it is our earnest conviction that the livelihood of the performers employed for the tours and the harmony which must prevail among all sister unions — allied and united in many ways — must transcend the legal claims of one such union. If this dispute will have demonstrated the need for closer unity and cooperation among all the unions in the theatrical and entertainment fields; we believe, despite our disappointment in the outcome; that the voluntary relinquishment both of our legal position and our traditional jurisdiction in the field of opera will have served a good and useful purpose.”

This final release followed many weeks of dispute with Actors Equity and Chorus Equity Associations over the jurisdiction of the “Fledermaus” and after the dispute had been taken to the International Board of the 4A’s, the parent body of Equity and AGMA.

In this whole controversy, AGMA at no time denied the existence of an agreement dated June 13, 1939 which had been drawn up by a joint committee of AGMA, Actors Equity and Chorus Equity, and had been signed by their representatives. This agreement set forth the boundaries of what are operas as distinguished from musical comedies and operettas, and incorporated was a paragraph which listed examples of what should be under Equity and Chorus Equity jurisdiction, among which example was “Die Fledermaus (The Bat).”

Fully acquainted with this agreement and this specific paragraph, AGMA had firstly based its claim for the jurisdiction of Die Fledermaus, not in defiance of this above agreement, but upon what has become the traditional practice in handling the jurisdiction of this very work during the years since this agreement had been drawn up, which practice had occasioned no disputes between the unions. The pattern was that when (Continued on next page)
a repertoire opera company had produced this work during a season, that it was covered by the union with which the producers had negotiated a Basic Agreement. Thus Fledermaus had been produced by the Cincinnati Summer Opera Association both this present and last season under AGMA, the Central City Opera House Association had performed it during its 1949 summer season, the Chautauqua Institution under AGMA, and the Metropolitan Opera Association had included it in its past season with whom AGMA has a Basic Agreement. Likewise, the work has been performed during the past by summer stock companies with whom the Equity's have Basic Agreements. At no time had AGMA received any protest from Equity on this pattern, nor did AGMA expect any such protest. It had been produced in the repertoire and on tour of the New Opera Company in 1944, under the title of “Rosalinda” under the jurisdiction of AGMA with the tacit agreement of Equity.

Under the titles of “One Wonderful Night” the Shubert had presented the work in 1929, and later Dwight Deere Wiman presented it under the name of “Champagne Sec” under an Equity agreement. Both of these productions were produced prior to the organization of the concert and opera artists into the American Guild of Musical Artists.

AGMA Has Basic Agreement with Met

In the present controversy over the jurisdiction of “Die Fledermaus,” AGMA secondly based its claim upon the Basic Agreement which has been in existence since 1938 with the Metropolitan Opera Association, which has covered all the performances of that Association.

Thirdly, AGMA based its claim on the fact that the Artists engaged for this work with the Metropolitan tour were all AGMA members whose rights and protection was the duty of AGMA, their parent union. This same condition largely pertained for the Artists engaged by the Martin-Kutner Company, under the Hurok management which also planned a Fall tour of this work.

Agreement had been reached on all points assuring the performers wages and working conditions equal to or better than those in effect in Equity contracts. AGMA had negotiated an agreement with Martin and Kuttner, producers, in April 1951, based on our right to represent the artists who would be engaged and as their exclusive bargaining agent for this tour.

Fourthly, in spite of the lighter vein of Die Fledermaus, it has been included in the repertoire of the leading European Opera Houses, and throughout the world where it is always sung by the regular opera artists who are fully equipped to perform this demanding musical creation.

Agreement With Equity Attempted

In all its discussions with Equity and Chorus Equity prior to appealing to the International Board of the 4A’s, AGMA has been honest and straightforward in requesting understanding and in all proposals of how best to handle the jurisdiction of the Fledermaus, AGMA has wished for a harmonious solution. In the light of the type of the producers of the work, and also the membership of most of the artists in this union, AGMA has felt that it was clearly designated as the bargaining agent for its members. There was never any intention of making a “Raid” upon the jurisdictional rights of any sister union, but rather to protect our own field where we have always negotiated the Basic Agreements and which is definitely AGMA province.

AGMA for Merger

AGMA also recognizes that artists transfer from one union to another in accepting engagements in the highly competitive field of music, in order to earn a living, and oftentimes must belong to more than one, and sometimes all of the entertainment unions, in following their careers. It is in the light of such conditions that AGMA has supported all plans calling for Merger, and worked conscientiously for the accomplishment of this plan, as well as for joint jurisdiction with Equity over these disputed tours.

At the time of the dispute over the jurisdiction of “Regina” by Marc Blitztein in 1950, AGMA based its claim of jurisdiction upon the fact that this composition belonged in the operatic field, that this work represented the tendency of modern composers in serious music, to bring their creations to a larger audience, and possibly to greater financial success. Although AGMA lost that decision in the 4 A’s International Board by a slight margin to Equity, at the same time a resolution was passed by the International Board that the three unions should appoint committees to re-evaluate this old agreement of 1939, so as to more accurately designate the jurisdictional rights of each, and to bring their findings and agreement to the 4 A’s for approval. AGMA immediately appointed such a committee, but all proposals of AGMA toward the fulfillment of such a ruling were unacceptable to Equity and further meetings were postponed due to talks about merger, after which such an agreement could be worked out.

Now, when again grounds for such a claim as made by AGMA regarding “Die Fledermaus” are made, the same acknowledged antiquated agreement is now held up by Equity as some sort of Magna Carta, from which no deviation will be allowed. Since this agreement now forms the basis for the 4 A’s latest ruling as to the jurisdiction of “Die Fledermaus,” AGMA, as a member of this parent union, has withdrawn its claim, but must register a protest against such a ruling in the light of ever-changing processes in the field of composition and inspiration by operatic creators. AGMA must be granted rights under an everwidening field that follows the pattern of our normal jurisdictional horizon. AGMA does not deny this right also to the other sister unions, but seeks only to secure its membership where they perform along the lines that draw them under AGMA’s protection. We look with alarm upon the invasion of what normally should be our area of jurisdiction now based upon an agreement which had been adjudged by the 4 A’s 1950 ruling as an agreement in need of reform and re-evaluation.

AGMA has had the term of “Overweening ambition” used (Continued on page 10)
AGMA was founded in April, 1936 following a conference between Lawrence Tibbett and Jascha Heifetz, as a union of solo musical artists and listing amongst its charter members, Alma Gluck, Deems Taylor, Richard Bonelli, Frank Chapman, Gladys Swarthout, Frank La Forge, George Gershwin, Richard Crooks, James Melton, Fred Waring, Efrem Zimbalist, Paul Whiteman, Lauritz Melchior, Lily Pons and many other famous and well known artists.

AGMA is a non-profit membership corporation composed of musical artists active in the United States and Canada, who are joined together to protect their common rights and interests. It is a union chartered by the Associated Actors and Artistes of America affiliated with the American Federation of Labor. The necessity for AGMA's creation was to give strength toward securing better collective bargaining conditions as a group than could be secured individually.

In successive series of growth, AGMA embraced not only such solo musical artists but all performers in opera, ballet, oratorio and concert field, and in August, 1937 merged with another organization which previously had held a charter from the 4 A's, the Grand Opera Artists Association.

Following this, AGMA immediately plunged into a campaign to organize artists throughout the country in all fields of its jurisdiction.

The first union agreement was negotiated by AGMA with the Southern California Symphony Association, which recognized AGMA as the sole bargaining agent for all solo, chorus, and ballet performers.

Minimum salaries were established and the elimination of commissions to booking agents. Then followed several other agreements which were signed with impresarios in the East.

The American Guild of Musical Artists obtained its charter from the Four A's in 1937. The resolution reads: "Resolved, that jurisdiction is hereby granted to the American Guild of Musical Artists, Inc., in the field of concert, recital and oratorio in English and foreign languages, and Grand Opera in foreign languages, and Grand Opera in English to the extent which may be permitted or allowed by further action of this Board."

"The jurisdiction hereby granted shall apply to all concert and solo operatic singers, instrumental soloists, dancers, and other performers in the field of concert, recital and oratorio and in Grand Opera in foreign languages, and in English to the extent which may be permitted or allowed by further action of this Board, it being the intention of this Board to confer jurisdiction over Grand Opera in English upon the American Guild of Musical Artists, Inc., as soon as the necessary arrangements are made with Actor's Equity Association for the relinquishment of this jurisdiction; said jurisdiction shall further include Stage managers of grand opera performances."

In November, 1937, AGMA informed the Metropolitan Opera Association that it represented the majority of the performers at the Metropolitan and wished to begin negotiations for a Basic Agreement. At same time, negotiations were begun with the Chicago Opera Co., and Philadelphia Civic Grand Opera Co.

In the Spring of 1938, by a decision of the International Board of the 4 A's the Grand Opera Choral Alliance charter was revoked and transferred to AGMA. This step resulted in bitter conflict between AGMA and GOCA, but two years later, after endless negotiations and many discussions, members of GOCA became full-fledged members of AGMA.

The Grand Opera Choral Alliance had had a long history prior to its amalgamation into AGMA. There was a strike at the Met in the season of 1905-1906. The strikers demanded better working conditions and the recognition of their union. The walkout lasted only three days but at last a union of choristers was established.

In 1912-1914, the Century Opera Co., under the Aborns had a short career, during which they employed a large chorus. There were eleven weeks of rehearsal without pay and then in performance choristers were paid $16 per week for 8 performances and a Sunday night concert!! Rehearsals were held every day including Sunday for five to six hours per day. The management also used a dismissal system for any real or fancied infringement of the management's rules during the season. This practice resulted in the organization of the choristers against such practices and two years later the GOCA began its struggle for existence. In 1917 the GOCA had absorbed choristers into its ranks who worked with the Chicago and San Carlo Opera Companies. This 1917-1918 season accurately dates the formation of GOCA. The Met recognized the union and all members of the chorus of the Metropolitan joined the ranks of GOCA.

In 1919, the GOCA charter was received from the 4 A's and thereby became a labor unit in that organization (Continued on page 4)

Wedding Bells

Wedding Bells rang for Isabel Morrow and Kelly Brown (below), both members of Ballet Theatre, on Sunday, July 15th, 1951. The blissful couple had to cut their honeymoon short to do one performance at the Lewishohn Stadium, August 2nd, and another on August 6th, at Ithaca, N. Y., for the World Youth Federation. Kelly is the AGMA delegate for Ballet Theatre.

Another Ballet Theatre member said “I Do” on August 5th, when Barbara Lloyd and Erik Kessler were married at the bride’s home in Hollywood, Calif. The groom is a member of the Ballet Theatre Orchestra.
A DECADE AND A HALF WITH AGMA

(Continued from page 3)

which embraces the entire theatrical profession.

The first Basic Agreement with AGMA and the Metropolitan was signed July 27, 1938. Under this agreement, AGMA was recognized as the exclusive bargaining agent for all the artists engaged at the Metropolitan. AGMA that year also signed an agreement with the San Carlo Opera Co., and also the New York Hippodrome Opera Co., covering artists employed by these companies.

Another major achievement in protecting its members and obtaining for them more desirable working conditions occurred in October, 1938, when meetings were held between AGMA officials and representatives of Columbia Concerts Corporation and N.B.C. Artists Services, which later became the National Concert and Artists Corporation (NCAC). Since so much work of the AGMA artists was then derived in the concert field, the problems involved were many, for as is well known to concert artists, the efforts of the concert manager can determine the difference between success and failure for the artist. The establishment of collective bargaining of the respective rights between artists and managers was one of the dominant reasons for the formation of AGMA as envisioned by Lawrence Tibbett, and the other "founding fathers." Following these preliminary talks, AGMA was able to negotiate Basic Agreements between AGMA and the leading concert managers until to date, AGMA has agreements with all the leading and most of the smaller management organizations under which the AGMA artists are fully protected and assured of legal contract.

All the achievements performed by AGMA since its inception testifies to the unflinching loyalty and devotion of its charter members who risked reputation and economic stability in order to bring about benefits to all members alike, in accordance with the collective bargaining rights guaranteed by law which becomes a strong force when organized into a union. The rank and file members of AGMA owe a great debt to these members who have devoted their energies and time, without personal reward, toward setting this program in operation.

This devotion and service is a continuing force in the AGMA pattern. The various officers and members of the Board of Governors who have been elected by their members, devote much valuable time and effort toward advancing AGMA’s progress and the office staff and executives strive to fulfill the content of the Board’s rulings to the fullest extent possible in all dealings with producers.

AGMA’s progress since these harrowing early days has been consistent. Not only has AGMA negotiated contracts with all leading producers of opera, ballet and chorus, but has also lent its support and consideration to the development of its members into full artistic stature by nurturing small opera companies under “Little Opera” conditions consistent with the economic problems and thereby to protect the members as to salaries and working conditions.

AGMA has differentiated between grand opera companies and popular price grand opera companies, so as to protect the earnings of its members employed in such companies. AGMA has reached agreements with leading choral organizations which perform on tours, under which artists in that field are engaged under the same protected contracts that pertain in the opera and ballet field.

AGMA has taken a strong and positive stand in present negotiations to gain the voluntary acceptance on the part of producers to make contributions to the Unemployment Insurance benefits for its employees, which will give the same economic protection to AGMA artists that are employed by more other artisans in the American labor field.

Due to increased costs of living, AGMA has secured higher minimums that are consistent with present costs of living. Also, AGMA has gained increased daily sustenance fees that provide the artist with more equitable returns when forced to be away from the city of origination in the fulfillment of his contract. AGMA has met the higher costs of transportation challenge by permitting, under certain conditions, the transportation of the artists via first class motor vehicles with travel restrictive clauses and proper and adequate Insurance coverage for the artists and their luggage.

AGMA has limited the period of time during which manager can represent the concert artist and also has set up the rules that no commission can be paid to a manager by an AGMA artist for concert opera or ballet engagements that would result in lowering the compensation by such payment below the established AGMA minimum fee.

AGMA has secured from the Metropolitan Opera Association severance pay for choristers not re-engaged since the 1946 season. This severance pay amounts to 5% of the last year’s earnings for every year of service up to 20 years and more.

AGMA has been an integral part of the development of a new union to represent performances in the field of Television, Tva, in which AGMA members who were in good standing with AGMA as of February 1, 1951 need not pay initiation fees and from this present date required to pay dues to the new union only in the quarter in which they may be engaged for televised performances.

AGMA is a member of the Fact-Finding Committee which is comprised of representatives of all the unions in the entertainment field, such as A.F.M., Stage Hands, Scenic Designers, treasurers, Wardrobe, Press, managers, etc., which means a valuable over-all protection for all such unions in securing an all union coverage for all producers in the entertainment field. This cooperation has proved of value in keeping nonunion producers out of business and in many critical situations the joint cooperation of this committee has protected the interests of all its allied members.

AGMA has developed and strengthened our organization by the engagement of representatives in the various areas to handle union problems on the scene.

It is AGMA’s constant aim to encourage more and more solo concert artists to join AGMA, in order that distinct problems that are common to all such artists may be protected by the union which is established for that very purpose. Terms with individual managers or management organizations are far safer to the individual artists when negotiated under AGMA conditions.

Your union can only serve its member’s interest and be an effective instrument for their protection if our members will show it by their support and loyalty. The membership must take advantage of the opportunities to participate in the affairs of AGMA. Given unqualified support of its purposes and with a firm belief in the strength that unity engenders, AGMA can move forward in achieving its objectives for its artist members, as a recognized force in the musical life of the United States.
AGMA Unfair List

The companies and producers listed below have been placed on AGMA's Unfair List. Under no circumstances may an AGMA artist perform with these companies and any violation of this ruling will result in disciplinary action by the Board of Governors.

1. Adams-Williams Corporation
   430 Sixth Avenue, N.Y.C.
   Wilson A. Williams

2. Alkahest Celebrity Bureau
   1221 Mortgage Guarantee Bldg.
   Atlanta, Georgia
   S. Russell Bridges

3. Belmont Opera Guild
   (Belmont Community Society)
   183rd Street and Arthur Avenue
   Bronx, New York

4. Cosmopolitan Opera Company
   1332 Walnut Street
   Philadelphia 7, Pa.
   Theodore Feinman

5. Boston Grand Opera Company
   160 West 73rd Street
   New York, N. Y.
   Stanford Erwin

   150 West 46th Street, N. Y. C.
   William Tello

7. Manhattan Opera Co.
   119 West 57th Street, N.Y.C.
   Stanford Erwin

8. Manhattan Opera Guild
   1545 Broadway, N.Y.C.
   Benjamin F. Kutcher

9. Mascagni Opera Guild
   250 West 91st Street, N.Y.C.
   Josephine La Puma

10. New Brooklyn Opera Co.
    119 West 57th Street, N. Y. C.
    E. E. Stanford

11. New York Civic Opera Company
    150 West 46th Street, N.Y.C.
    William Reutemann

12. Star Opera Company
    317 West 42nd Street, N.Y.C.
    Francis C. Torre

    1710 19th Street, N.W.
    Washington, D. C.
    William Webster

Membership Meeting NY Area

A general membership meeting of the AGMA members in the New York area was held at the Capitol Hotel, New York City on February 14th, 1951. The meeting was chaired by Donald Dame, the AGMA treasurer.

Mr. Faine, Executive Secretary reported to the members the resolution of the Board of Governors in regard to the need of a referendum to change the constitution provision for a convention every year to a convention every two years, the next one to be held in New York City sometime during June 1952.

The members were also advised as to the outcome of the AGMA benefit concert held at the Metropolitan Opera House January 7th 1951, which was far from the success that the prior concerts had been. The total income was in the amount of $8,825.90, and the expenses for the concert amounted to $5,304.38, which although about a $1,000 less than last year's concert, was due in part to the wonderful cooperation of the other unions involved. Due to the difficulty of ticket selling, it was urged that should another concert be planned, AGMA will have to have a more responsible cooperation on the part of its members in disposing of the tickets. It was suggested that members make themselves individually responsible for the sale of a minimum number of tickets in any future concert.

New York Nominating Committee

In accordance with the provisions of the Constitution, each area is required to have a nominating committee for the coming elections to the Board of Governors, and the national officers. The Board has appointed three members to serve, and three alternates, namely: Tilda Morse, Arthur Backgren, Eugene Conley as regular members, with Margaret Speaks, Emile Renan, and Carroll Taussig as alternates. Balloting resulted in the following four members to serve on the nominating committee, namely: Lorraine Russ, Irving Lavitz, Osie Hawkins, and William Fischer, and alternates to be: Rudolph Mayreder, Fred ell Lack, Maria Avellis and Meta Hartog.

Attendance

The members were advised as to the difficulty of getting out a quorum, and the absence of which always costs AGMA quite a bit of money in arranging another meeting. Various suggestions were made upon plans that would make the meetings more interesting to the membership. Some outstanding member might be secured who would speak to the membership upon some phase of his artistic life that would be of interest to all other artists, and also each member was urged to try to bring another member with him to the next meeting. Each member should have the spirit of desire to participate in his union. There is only one source of strength and that is thru united action, which can not be achieved by a few faithful.

The meeting was adjourned at 4:30 P.M.

Office Overtures

Production News. The AGMA office staff has been working on the production line with Kay Yeargans, Mr. Faine's ex-secretary, giving birth to a baby girl on June 25th, 1951, and Marie Siegel, who was in charge of membership, welcomed girl-twins, that same day, just a few short hours later. How's that for good timing!

Beatrice Calev, Mr. Laramy's ex-secretary, is now the proud mother of a bouncing baby boy, eight months old. And in the Romance Department, Helen Schoenfeld, Bea's successor, became Mrs. Marvin Wildman on January 14th, 1951.

Dues Reclassification

The AGMA office has mailed out, during June, questionnaires to its membership which calls upon the members to report their gross income in the AGMA field for the past year. From the reports sent back, the membership department will determine into what dues category the artist should be classed and dues adjustments will go into effect starting with August 1st 1951.

Without this report properly filled out and sent back to the office, the artists contracts must be checked for services performed during the past year. A great deal of research would be avoided if the member would volunteer this information promptly.
In accordance with the provisions of the AGMA Constitution, Article V, Sections 2, 4 and 7, 8, and 11, which provides for the election of members to serve on the Board of Governors, who are elected to serve for three years, and the officers who must be elected every two years, the Board declared the areas from which membership quotas entitled them to candidates for the Board, and authorized the Executive Secretary to proceed with the nominations and the elections of such candidates.

ELECTED OFFICERS OF AGMA

President
LAURENCE TIBBETT* 261
John Brownlee (write-in) 2
James Pease (write-in) 2
Donald Dame (write-in) 1
Hugh Thompson (write-in) 1
Richard Bonelli (write-in) 1
Jascha Heifitz (write-in) 1
Astrid Varnay (write-in) 1

First Vice-President
ASTRID VARNAY* (formerly 4th Vice-Pres.) 258
Regina Resnik (write-in) 1
Gabor Carelli (write-in) 1
Ilma Bayle (write-in) 1

Second Vice-President
JASCHA HEIFITZ* (formerly 3rd Vice-Pres.) 255
Conrad Thibault (write-in) 1
Francesco Valentino (write-in) 1
Richard Bonelli (write-in) 1
Lawrence Tibbett (write-in) 1
Richard Tucker (write-in) 1

Third Vice-President
MACK HARRELL 254
Arthur Backgren (write-in) 1
Herman Tappo (write-in) 1

Fourth Vice-President
JAMES PEASE* (formerly 2nd Vice-Pres.) 255
Cesare Siepi (write-in) 1
Irving Levi (write-in) 1
Osie Hawkins (write-in) 1
Maurice Kostroff (write-in) 1

Fifth Vice-President
LEOPOLD SACHSE 161
Irving Levit 99
Felix Knight (write-in) 1
Thelma Votipka (write-in) 1
Herman Tappo (write-in) 1
Louis D'Angelo (write-in) 1
Francesco Curci (write-in) 1

Recording Secretary
ELIZABETH HOEPPEL 253

Treasurer
DONALD DAME 261
Edwin Dunning (write-in) 1
Frederick Jagel (write-in) 2

Election Of Officers and Board of Governors

Candidates for all offices must be submitted by the Nominating Committees of the designated areas, provided the candidate is an Active Member in good standing, or by submission of a petition signed by no less than fifteen Active Members in good standing. After certification of such executed nominations, the ballot was prepared and mailed to the membership.

Following a nationwide secret ballot, AGMA members have chosen the candidates from the official nominated lists to serve AGMA in the eight national offices, and on the Board of Governors. All members who are classified Active members and were in good standing were eligible to vote.

We are printing below in conformity with a resolution of the Board of Governors, a summary of the complete election returns. National officers serve for two years and an asterisk indicates that the member has been re-elected.

NEW YORK

(Soloist—10)
1. WINIFRED HEIDT* 157
2. REGINA RESNIK 150
3. RICHARD TUCKER 150
4. FELIX KNIGHT* 132
5. POLYNA STOSKA* 129
6. OSIE HAWKINS 126
7. LAWRENCE DAVIDSON 125
8. MURIEL RHAH 124
9. LLOYD HARRIS 121
10. CARLTON GAULD 116
11. Gertrude Ribha 115
12. Genevieve Rowe 90
13. Emil Renan 91
14. Phyllis Curtin 57
15. Eugene Conley (write-in) 1
16. Clifford Harvout (write-in) 1
17. Lorenzo Alvary (write-in) 1
18. Nadine Conner (write-in) 1
19. Ann Ayers (write-in) 1
20. Virginia Haskins (write-in) 1
21. Richard Wentworth (write-in) 1
22. Todd Duncan (write-in) 1
23. Thelma Mott (write-in) 1
24. Jerome Hines (write-in) 1

(Dancers—2)
1. CHARLES WEIDMAN 89
2. IVA KITCHELL 87
3. Alfredo Corvino 57
4. Vida Brown 35
5. Lorraine Russ 29
6. Peter Gladke 24
7. Frank Hobi 22

(Stage Director—1)
1. HERBERT GRAF 116
2. Leopold Sache 79

(Choristers—3)
1. MAY SAVAGE* 132
2. FRANK D'ELIA* 90
3. HENRY S. ARTHUR 69
4. Merry Stone 65
5. Carroll Tausig 62
6. Matthew Fazzari 57
7. Joseph Hancock 44
8. Tom Pyle 26
9. Mary Kreste (write-in) 1

PHILADELPHIA

(Chorister—1)
1. JESSIE C. WALKER 10
2. Walter Kneatler 8
3. Warren Holland 2

CHICAGO-MIDWEST

(Chorister—1)
1. ILMA BAYLE* 10

SAN FRANCISCO

(Dancer—1)
1. NANCY JOHNSON 13

LOS ANGELES

(Chorister—1)
1. VIOLET KAUFMAN 8
2. Joyce Hall 7
3. Eva Sanet 7
4. Smith Russell 6
5. Lyndon Crews 1
6. Ilma Bayle (write-in) 1

(Chorister—2)
1. FRANCIS BARNES 31

Other New Board Members

Since the election for the Board of Governors, due to resignations from the Board, the following AGMA members have been appointed to serve out the terms of those whose resignations were accepted with regret. Gertrude Ribha, Soloist, was appointed to serve for two years in the place of Mack Harrell, who was elected to the office of Third Vice President. Emil Renan, Soloist, was appointed to serve for one year in place of Arthur Kent, Genevieve Rowe, Soloist, to fulfill the one year period of Margaret Speaks, and Carroll Tausig, Chorister, was selected to serve for one year, in place of Edith House.

GOT ANY NEWS?

Members who have any news items of interest for the next AGMAZINE please send to the office, care of the AGMAZINE Editor.
Elected Officers Of AGMA

Lawrence Tibbett  Astrid Varnay  Jascha Heifetz  Mack Harrell

James Pease  Leopold Sachse  Elisabeth Hoeppel  Donald Dame

Elected the AGMA Board of Governors

Charles Weidman  Regina Resnick  Herbert Graf  Polyna Stoska
Labor Must Educate Its Members on Vital Issues

In appreciation of the words of wisdom contained in an address of the President of the American Federation of Labor, AGMAZINE takes pleasure in reprinting the following in order that our membership can be acquainted with the sound program for union membership education submitted by Mr. William Green.

AFL President William Green called for "a sound program of education" for union members to give them "an awareness of the nature of the issues confronting them, and of their rights and interests therein.

Mr. Green explained how Samuel Gompers, founder and first president of the AFL, worked for greater educational opportunities for working men and their children and families. He said the fund, sponsored by the AFL, was the all-too-prevalent enemies of mass education, rather than taking them, and of their rights and interests therein.

"The quality of education available to the children of workers today as compared with that which was available in Gompers' youth is in large part a memorial to his efforts," Mr. Green said. But we know that that fight is still far from being won. Labor, which gave so much to the cause of popular education and whose children make up the majority of the students, still has relatively little influence in its administration, while the very interests who led the resistance against the expansion of educational opportunities are frequently in positions of control of school administration. In many, if not most areas, educational facilities are in the hands of the enemies of mass education, rather than of its friends.

"What is the all-too-prevalent consequence? Facilities are inadequate and overcrowded. Teachers are overworked and underpaid, and those who engage in union activities or who try to expose their students to both sides of current economic and social questions are often victimized. Courses which might help youth in meeting the responsibilities of citizenship are watered down or slanted to suit the tastes of reactionary board members."

"The propaganda of organized business groups circulates as 'educational material' without challenge, but the children of trade unionists can go through their entire school careers without hearing the favorable mention of the achievements of organized labor or its place in American history."

"The ideals of Gompers will not be realized until adequate educational standards, including higher educational facilities, are assured to all of the nation's youth; and until control over them is in the hands of the friends of popular education and of the people of the community, who are most directly concerned. The A. F. of L. will continue to work toward this end."

"Gompers knew the truth that enduring betterment for workingmen must come primarily from workingmen — and that the labor movement could advance no faster than all of its constituent parts."

"I believe that now, more than ever before, we need to keep that basic fact in the front of our minds. We have perhaps been too prone to gauge our progress by membership figures alone — by quantitative standards, rather than qualitative ones. We need to continually remind ourselves that organization and the expansion of union membership is only one side of our task — that it is even more important that the number of those who not only belong to trade unions but who are also 'good trade unionists' should continue to grow.

"Only to the extent that we educate, as well as organize, can we be assured that the structure of the organized labor movement in America will endure and continue to grow. Only to the extent that our members are educated to an awareness of the nature of the issues confronting them, and of their rights and interests therein, can we hope to meet those issues successfully. Labor can move no further or faster than its members. This is true in the economic field. It is no less true in the political field."

"The working people of America are its most numerous group of citizens. In a democracy, certainly they are entitled to a representation in Congress by men who are in sympathy with their legitimate aims and aspirations. They should be able to remove those who have devoted themselves to the obstruction and denial of those aspirations."

"Yet we have seen the defeat of those in public life who took the side of the people, and the victory of those who stood against them. Too many times has democracy failed to function because the people neglected their inherent powers, or used it in ignorance."

"Too often have the enemies of the people been able to move into power through the base exploitation of the nobler sentiments of the people. They have garnered votes with cries of 'liberty,' though to them it means the power of the few to take liberties with the rights of the many. They have donned the cloak of 'Americanism' but the kind of America which they would have is very remote from our democratic ideals. It would reserve opportunity for the upperdog and provide only stern denial to the ill-housed, the unemployed, the aged and the infirm."

Sound Education Needed

"A sound program of education for good trade unionism and for good citizenship should develop the perception needed to penetrate such political disguises and smokescreens, and to lay bare the underlying truth. The results of the last election would seem to indicate that we have not yet done full justice to this task. But let those who read into the results of those elections a permanent setback for American labor bear in mind these words of Gompers:

"'We have been building the American Federation of Labor in conformity with what we believe to be the original intent and purpose of America. I have an abiding faith that we will succeed and with that success are involved the abiding progress and the welfare of the great mass of American citizenship.'"

The above is reprinted from the Labor Chronicle, May 1951

THIRD UNESCO CONFERENCE

U.S. National Committee for UNESCO has invited representatives of AGMA to participate in its third annual conference to be held in Hunter College, New York City September 9th through 13th, 1951.

This conference will discuss the field of art as a contributing factor in increasing understanding between nations and peoples of the world.

The AGMA Board has accepted this invitation and appointed Lawrence Tibbett and Hy Faine to represent AGMA as delegates, with Richard Bonelli as an alternate.
NEW MEMBERS OF THE BOARD OF GOVERNORS

Richard Tucker
Winifred Heidt
Felix Knight
Muriel Rahn

Carroll Taussig
Lloyd Harris
Ilma Bayle

Osie Hawkins
Lawrence Davidson
Carlton Gauld

Iva Kitchell
Francis Barnes
Jessie C. Walker
Emile Renan
against it, which is preposterous. In comparison with the Equity, AGMA is a small union. In any dispute, when recourse to the International Board must be followed to determine the rightfulness of the claim, AGMA, based upon proportionate representation, has only 4 votes to the combined votes of 22 of the Equity. In the light of this inequity, it is difficult to qualify as a "Big Bad Wolf."

First Meeting Before International Board

On June 15, 1951, at the meeting to hear the arguments on both sides regarding the jurisdiction of "Die Fledermaus", the claims of both unions were presented by Mr. Faine for AGMA, and for Equity, by its counsel, Miss Brownstein. Following the presentation of the cases, Equity proposed a motion that the International Board order AGMA to cease interfering with Equity's jurisdiction, which was overwhelmingly defeated. Then Equity proposed a motion that would award the jurisdiction of "Fledermaus" to Equity, which also lost with AGMA, AGVA and AFRA voting against the motion. Then Mr. Faine moved that AGMA be awarded complete jurisdiction of "Fledermaus," which did not receive a second. This motion was a device simply to show that AGMA's prior proposals for dividing the jurisdiction along the lines of what type company was presenting the work, was the most sensible solution. Mr. Faine then moved that AGMA be awarded the jurisdiction of all productions of "Die Fledermaus" with certain specific opera companies plus any other opera company which might produce it in the future with whom normally AGMA had or would have contractual relations.

When this motion was made, and it was obvious that it would be approved by the International Board, Equity asked for a recess, which was agreed upon, with the understanding that a vote on the motion would take place immediately after the meeting reassembled. Prior to this recess, however, the Equity representative had stated that if this motion passed, Equity would feel it contrary to their charter and the law, and would not be bound by it. When the recess was over, this statement was requested to be deleted from the record, and then Equity asked for a postponement of the meeting for a week in order to present new evidence. This was objected to by Mr. Faine, based upon the delay that already had placed the producers in jeopardy, such as the Hollywood Bowl Assn. During the discussion of this matter, the representative of Chorus Equity stole out, thus destroying the quorum, ending the meeting and making a vote on AGMA's motion impossible.

Another meeting was set for June 20th, at which AGMA's motion was to be acted upon. However, prior to this meeting, Equity sent a letter to the President of the 4 A's, stating that if AGMA's motion was passed, they would fight it, and announcing that they would not attend the June 20th meeting.

This decision meant that no meeting could be held on June 20th. Another meeting was set for June 27th, and then Mr. Dulzell, President of the International Board, announced his resignation from the office, and based his action upon the undermining of the respect of the 4 A's and its precarious position, both legally and financially, specifically upon AGMA. This public announcement in placing the blame upon AGMA is contrary to our record. It was Equity who had announced that they would not obey the ruling should the vote have gone against them, and also walked out of the meeting. Also, it was SAG which had defied the International Board in the past regarding the TvA dispute. Yet Mr. Dulzell never publicly protested these defiances of the 4 A's. AGMA had always been in staunch support of its parent union. Taking a dispute for a hearing and final ruling upon the matter which calls for settlement to the 4 A's cannot be regarded as any lack of respect but an act of loyalty to the parent union.

As a result of these various threats and pressures, the June 27th meeting found that AGVA had switched its vote from AGMA to Equity, and also new pressure in favor of Equity was given by their announcement that all AGMA members who would be engaged by the producer, if they were awarded the jurisdiction, would not have to join or pay dues to Equity. When the vote was then taken upon AGMA's motion, AGVA voted with Equity, and AFRA refrained from voting and the motion was lost 53 to 4. Equity then moved again to be voted complete jurisdiction over Fledermaus and this motion was passed 53 to 29 with AFRA voting with AGMA.

Following this vote, AGMA advised the Metropolitan Opera Association by wire that AGMA would strongly resist any attempt by the Metropolitan to avoid its obligations under contract with AGMA; that it would insist upon compliance with all the terms and conditions of the Basic Agreement with AGMA and would take steps to prevent and redress any breach or violation on the part of the Metropolitan which would destroy the good relations which had been built up between the two organizations over the years. The Metropolitan, recognizing the long association with AGMA, then proposed a compromise that would allow their proposed tour to be covered by AGMA, at the same time allowing the ruling of the 4 A's to stand for all other productions of the "Fledermaus." This was accepted by AGMA but rejected by the Council of the Equity. With this situation of deadlock, the Met then wired to all artists with whom they had contracts, asking them if they would sign Equity contracts, implying that otherwise the tour might be lost, and to which the artists replied proportionately in the affirmative. This decision of the artists was therefore predicated, not on the merits of the case, but upon the possibility of there being no tour if they were to vote "no" to the Metropolitan inquiry.

As a result of this untenable position, and the jeopardy of
the employment of artists, AGMA then issued the release as quoted at the beginning of this article. Upon AGMA’s withdrawal, the Metropolitan Opera, through Mr. Reginald Allen, expressed its gratitude to AGMA for this intelligent and farsighted decision, as being one which would in the “long run serve to cement the traditional relationship of cooperation between the Metropolitan and AGMA.”

AGMA bows to the will of its parent union in this decision. That all unions, acting as jurisdictional agents for its members, must work in harmony has always been the aim of AGMA. AGMA will, in the near future, seek to modify the 1939 Agreement so that the relationship of AGMA and Equity is more in line with the realities of the situation. In the light of this experience, however, AGMA is even more committed to the need of merger, in whole or in part, of the 4 A branches. If this dispute has shown nothing else, it has further advanced the cause of such merger as the only solution toward the development of union strength.

Suspended List

The following artists have been suspended from membership by AGMA’s Board of Governors. We hope that their reinstatement will be possible in the near future.

Angstadt, Doris
Armolli, Amelia
Aul, Ralph
Bajanoiff, Michel
Baronius, Manuel
Bell, Marion
Berryman, Glenn
Bloom, John
Brett, Barbara
Brown, Robert G.
Bufalo, Vital
Bullock, Lemuel
Buch, Oliver
Buch, Robert E.
Canano, Nancy
Castagna, Bruna
Chapman, Dorothy
Chapman, Kenneth
Chase, Isabelle
Chase, Nancy
Crosby, Betty B.
Davis, William O.
DeKeyser, Jean
Dennis, Paul
Domingo, Baldomero N.
Douglas, Cephas
Duo, Daniel
Dwyer, Jean
Field, Betty
Fitzgerald, Brenda
Foster, Norman
Garvan, Hope
Gaston, Conchita
Geiger, Louise
Goberz, Aaron
Goodman, Estelle
Gray, Jim
Gray, Leslie
Grenfall, Quentin
Gundersen, Signe
Gustavson, Eva
Hamilton, Peter
Hawkins, Wm.
Haydon, Robert
Hilt, Ferdinand
Hlad, Elinore
Jarovitzky, Adrian
Kane, Edward
Kaye, Dorothy
Kerin, Lucille
Kingley, Charles
Krehbiel, Clayton
Kupitz, Geisler
Kupitzki, Adrian

La Franc, Barbara
Lane, Beverley
La Torre, Philip
La Torre, Victoria
Lear, Edwin C.
Leriget, Lydia
Leriget, Olga G.
Linn, Ralph
Lombardi, Anthony
Lorenzini, Marie L.
Manning, Steven
Marinelli, Giovanni
Markan, Maria
Markowitz, Ruth S.
Mendelson, Sonia
Menghetti, Carlo
Moffett, Jay T.
Moon, Heather
Moore, Ruby S.
Musetti, Achille
Nash, Joseph
Nelson, Marcus J.
Nordbye, Ray
Oberjat, Emil H.
O'Donnell, May
Omeron, Grace
Osta, Teresita
Owen, Kenneth P.
Parker, Sherry
Pointer, Wm. D.
Portaro, Concetta
Raymond, Norma Wolf
Redding, Earl
Reed, Napoleon
Rossi, Josephine
Rowton, Eric
Ruffner, Sanford
Seafa, Mary
Seancarcia, John
Schreyer, Olivia
Shaw, Laurie G.
Siggens, Margaret E.
Smith, Jackson D.
Sozio, Peter
Stern, Selma
Theard, Harry L.
West, Charles Paul
Wilson, James A.
Winston, Alan
Worell, Chaucery H.
Younge, Charles P.
Young, Corlis
Zavala, Fernando
Kupiter, David

Constitutional Amendment

On January 16, 1951, the AGMA Board of Governors passed the following resolution: Be it resolved that Article 8, Section 1 of the Constitution shall be amended to read as follows: “The Guild shall hold a convention every two years during the last three weeks of the month of June, except that the Board of Governors may, by two-thirds vote, order a convention within such two year period. The date of such Convention to be fixed by the Board of Governors at such place as the delegates at the preceding convention may determine.”

“Be it further resolved that the first convention under such amended Article 8, Section 1, shall be in June 1952.”

HONORABLE WITHDRAWAL

Members who become inactive in AGMA’s field may apply for an Honorable Withdrawal. An Honorable Withdrawal suspends the payment of dues during a period of inactivity, provided the member remains inactive for a year or more. If the member resumes work in AGMA’s jurisdiction before the expiration of one year, the dues are payable as though withdrawal had not been granted. If the member returns to work after the expiration of the year, it is only necessary to pay the current dues at that time. Honorable Withdrawals are granted only to members in good standing.

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 rules that members entering the ARMED FORCES will be automatically given an Honorable Withdrawal, which will remain in effect until the member returns from such service and re-enters the field of AGMA’s jurisdiction.

OBITUARY

GEORGE M. JONES
Chorister

SERGE KOUSSEVITSKY
Conductor

HAZEL LA FEVER
Chorister

JOSEF MARCHAND
Chorister

QUEENA MARCHAND
Soloist

RUBIN SIVATOFF
Chorister

MARIO VALLE
Soloist

The membership of AGMA pays privileged homage to its members who have passed away since our last issue.

The merit of their service to the cultural life of this country and the world is attested to by the high degree of their fame in the world of music. Their absence will be felt by all and AGMA wishes to express its sympathy to those relatives and close friends whose great loss is shared by the artist members of this union.
Official AGMA Companies

The following companies have negotiated Basic Agreements with AGMA for the 1951-1952 season.

AGMA artists may perform only with Producers or Associations listed in this column. Any violations of this ruling will result in disciplinary action by the Board of Governors.

It is always advisable to check with the AGMA office before accepting any offer to sign a contract.

OPERA

Central City Opera House Ass’n., Inc.
Chautauqua Institution
Cincinnati Summer Opera Ass’n., Inc.
City Center of Music & Drama, Inc.
Cleveland Opera Association, Inc.
Connecticut Opera Ass’n.
Denver Grand Opera Association
Fort Worth Civic Opera Ass’n., Inc.
Frantz Opera Players
The Guild Opera Company
Italian Opera Company, Inc.
La Scala Opera Association of Hollywood
Little Orchestra Society, Inc.
Los Angeles Conservatory of Music & Arts
Los Angeles Grand Opera Productions
Metropolitan Opera Ass’n., Inc.
J. H. Meyer
National Grand Opera Company
New England Opera Company
The New England Opera Theatre, Inc.
New Orleans Opera House Ass’n., Inc.
Nine O’Clock Opera Company
Opera Guild of Miami
Frank Pace
Pacific Opera Company
Paterson Opera Co.
Father Leonardo Pavone
Philadelphia Civic Grand Opera Co.
Philadelphia La Scala Opera Co., Inc.
Pittsburgh Opera Co.
Popular Price Grand Opera Company
San Carlo Opera Company
San Francisco Opera Association
Shreveport Civic Opera Association
Stadium Concerts, Inc.
Symphony Society of San Antonio
Charles L. Wagner
Washington Symphony Society

BALLET

Ballet Intime
Ballet Russe de Monte Carlo, Inc.
Ballet Theatre, Inc.
City Center of Music & Drama, Inc.
Covent Gardens Trust, Ltd. (Sadler’s Wells)
Mata and Hari

BROADWAY COMPANIES

The Barrier Company
Equinox Company

CONCERT

Concert Theatre, Limited
James A. Davidson Management, Inc.
(Rodgers & Hammerstein Nights)
De Paur Infantry Chorus

AGMA Members

On TVA Board

Ann Ayars and Peter Gladke were chosen by the Board of Governors to replace members who have resigned from the TVA Board. Presently on the Board from AGMA are: Felix Knight, Lanny Ross, Leopold Sachse, Lawrence Tibbett, Beatrice Tompkins, Francis Barnes of Los Angeles, Henry Reese of Los Angeles, and Ilma Bayle of Chicago. Maurice Kostroff is the alternate for Mr. Barnes, Donald Dame for Mr. Reese, and Betty Stone for Ilma Bayle.

Cooper Union Opera Series

Under the joint sponsorship of AGMA and the Cooper Union, a series of six operas will be presented in the fall and winter season 1951-1952. These presentations will be directed by Dr. Leopold Sachse and will be part of the Adult Education Program of Cooper Union and are open to the public without charge.

All members of AGMA in good standing, whether principals, choristers, or dancers are eligible to participate in these performances. This program has been planned along the lines used by the Equity Library Theatre and will serve as a showcase for members to appear before the public and gain valuable experience and perform in operas which they have not heretofore had offered to them.

There will be no admission charged and therefore, no compensation to any of the members appearing in these operas. AGMA and Cooper Union have set aside a sum of money to cover certain incidental expenses.

Auditions are being held by Dr. Sachse at the Great Hall, Cooper Union, and any AGMA member wishing to auditon may address such a request to the AGMA office and an appointment can be made for such an audition.

Since there is a crying need for such opportunities, AGMA urges the members to avail themselves of this offer and participate in this worthy project.

Dr. Sachse will direct these opera productions and they will be of the highest caliber possible.

If this program is a success, AGMA will inaugurate such a plan as a permanent feature of AGMA’s activities.