

AGMAZINE

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LABOR AT THE CROSSROADS

The drive for legislation to limit and emasculate the rights and benefits that organized labor has been able to achieve in the past years is reaching a crescendo in many state legislatures and particularly in the halls of Congress. Numerous bills banning various forms of closed and union shops, bargaining on an industry-wide basis, weakening or eliminating important provisions of the Wagner Labor Act will come up for discussion and vote in the next few weeks in Congress. All these bills in one form or another vitally affect you not only as Agma members, but as members of The Associated Actors and Artists of America, and the United States trade union movement. They affect all of us in terms of the things that Agma can or cannot do through contracts and negotiations to achieve better terms and working conditions and to see that these terms and conditions remain in effect.

The Need For Action

Unfortunately, many Agma members are not aware of the serious consequences if these bills are passed. It is imperative that they so become aware, and that individually as well as through Agma and the 4A's, they take an active part in seeing that these bills do not see the light of day. To obtain unity of collective action, and to coordinate the strength of 50 thousand unionized artists, the International Board of the 4 A's set up a joint legislative committee composed of representatives of Agma, Afra, Actors Equity, Agva,

Chorus Equity and other unions. The committee's first objective has been to fight those bills presently being discussed in Congress. This fight is being carried on as you know, through the personal efforts of each and every member of the 4 A's through meetings, through delegations to Washington, through publicity, and through the solicitation of the public's support for the defense of labor's rights. How effective this program will be can only be determined by the final vote on the floor of the Congress.

Your Help Is Required

However, irrespective of the result, in the long run the only safeguard for our own as well as other unions is the awareness on the part of our members of the consequences that will result from any effort by Congress to halt the progress achieved through democratic means by the American labor movement. Every Agma member must know and understand how his own union functions, and how legislation ostensibly designed to eliminate the so-called evil practices of labor in reality mask a desire to deprive American unions of the basis of their strength and effectiveness. Every Agma member for his own protection should be aware of this anti-labor drive because if it succeeds, he will have lost the protection which union membership offers, and his working conditions will then be dictated his employer, an unhappy situation to anticipate.

Foreign Artists

The continued discussions by Agma members, by the Foreign Artist's Committee, by the Board of Governors, and by membership meetings on the vital issue of the appearance in the United States of foreign artists has been crystallized in a generalized pattern which has been submitted for negotiation to all opera impresarios and producers. One of the negotiations has successfully resulted in a final contract and this pattern is now embodied in the basic agreement between Agma, and both the San Francisco Opera Company and Charles Wagner.

Briefly Agma's position as contained in these proposals is as follows: Agma and the opera employers jointly agree that it is to their mutual interest as well as to the interest of American music to increase the opportunities in the field of opera for American artists and to assure such American artists equality of opportunity wherever possible.

To implement this joint statement of intention, each opera producer agrees to limit himself during any year that he has a basic contract with Agma as to the number of foreign artists that he will engage. This number varies with each company, and is related to the total number of artists that are engaged, the peculiar circumstances of that particular company, its needs and its position in the field of opera.

What Is A Foreign Artist?

A foreign artist is defined as one who is not a citizen of the United States or Canada, or a person who has not come into the United States or Canada under an immigration quota with the intention of making the United States or Canada his permanent home, or a person who has not been engaged by a professional opera company for 3 or more consecutive years immediately preceding his first engagement with the particular company that has signed the basic agreement.

Prospects For The Future

This pattern of a joint program between Agma and opera producers is designed to make available to the American public the best there is in the world today of operatic talent yet at the same time to so equalize opportunities, that young American artists can look forward to a reasonable possibility of employment and advancement in their chosen career as operatic singers. The proposed pattern makes no distinctions between citizens and non-citizens who intend to make their home in the United States. It does not prevent the engagement or the appearance of any foreign

KIRSTEN FLAGSTAD

Madame Kirsten Flagstad, upon her return to the United States, requested reinstatement as an Agma member, a membership which lapsed when Madame Flagstad left for Norway in 1941. Since the matter of Madame Flagstad's status in Agma was of concern not only to our membership, but to the general public, the Board of Governors after discussing her reinstatement fully at two lengthy meetings, passed the following resolution which was released to the press:

"BE IT RESOLVED that in view of the serious statements made in the press concerning Mme. Kirsten Flagstad, the Board does not feel warranted in restoring to Mme. Flagstad the privileges of full membership in Agma. Nevertheless, in view of the fact that such charges have not as yet been substantiated by any official body of our government, of Mme. Flagstad's native land, or any government, the Board will grant to Mme. Flagstad a working permit, subject to revocation, with respect to her engagements in this country."

Television Outlook

The offering to the musical public of music in all forms through the medium of television will be a reality in what we suspect to be the not too distant future. Naturally, such production would strongly affect all of our members regardless of whether they be an operatic artist, comprimario, concert artist, dancer, or chorister. In order to anticipate any possible development in this field the 4 A's has set up a Committee composed of representatives of Agma, Sag, Afra, Actors Equity, Chorus Equity and Agva. This committee is now in the process of analyzing the nature of television programs and formulating proposals to protect the interests of all performers, including members of Agma, when they work in the television field. The problems are exceptionally complex, and the details of both the

organizational setup within the 4 A's as well as the provisions as to wages and working conditions have not yet been completely formulated.

To do a good job, this Committee needs information from all members of the 4 A's. Any Agma member who has done work in television is urged to come to the Agma office, and give whatever information he has about employment conditions and compensation in this field. Television as a medium of entertainment and education has vast potentialities. When it reaches full development, it will employ many Agma members. As a protection for the future, this Joint 4 A's Television Committee is now working out its program. As the work of the Committee progresses, we will keep AGMA members fully informed.

State Opera Ass'n Inc.

Mr. Ernest J. Santoro and the State Opera Association, Inc. were placed on Agma's unfair list some time ago. Mr. Santoro has since paid to Agma money due a number of artists, and Agma has distributed this money properly. Since Mr. Santoro has thus fulfilled his financial obligations to the artists concerned, the Board of Governors, on Tuesday, April 15, removed the State Opera Association from the unfair list.

Agma's members are hereby notified that a new Basic Agreement has been signed with the State Opera Association, and that they may now enter into contractual relations with that Opera company.

artist that a producer might wish to employ. However, since each producer will be limited in the total number of foreign artists that he may engage, he will of necessity select the best that is available. Agma does not believe that an artist of high caliber will be prevented by this pattern from singing in the United States. On the other hand, it will enable Americans with talent to compete on fair and equal terms with any other artist whether he be American or not.

Agma feels confident that these proposals will in the long run be beneficial to its members. The impresarios and the presentation of opera in the United States. The support of all concerned will guarantee the fulfillment of these goals.

Annual Meeting

The annual meeting of the Active, Associate, Junior and Ballet members of Agma was scheduled to take place on January 5, 1947. Unfortunately, there was not a quorum present on that date and it was adjourned to two weeks hence on January 19th.

At the adjourned meeting which was attended by a considerable number of Agma members, and at which Agma's President, Lawrence Tibbett presided, a considerable portion of the planned agenda was taken up. This included the opening remarks of Mr. Tibbett, the financial report which, in the absence of our Treasurer, Frederick Jagel, was given by the Executive Secretary Hy Faine, and the Annual Executive Secretary's report. Following this report, there was a discussion of one of the recommendations contained therein, namely the matter of increasing dues. Because of the fact that there had been a number of questions and procedural objections from the floor which consumed a considerable amount of time, this was the only matter discussed up to the time of adjournment. Since the agenda was not completed, the meeting was adjourned to February 16, 1947.

Dues Taken Up

The recommendation of the Executive Secretary on the question of dues was based upon the work of a membership committee set up by the Board of Governors, and which proposed a dues increase covering all classes of Agma membership. The recommendations of the committee which were approved by the Board were not acceptable to the members in several respects. Instead a new committee was elected by the members present to review this matter further. The committee is now working on this and will have a report for the Board of Governors shortly. In addition, at this meeting there were elections for the eight vacancies in office of Agma, as well as for twelve vacancies on the Board of Governors, of which three are chorus members. The results are as follows:

Agma officers — President, Lawrence Tibbett; 1st Vice-President, Norman Cordon; 2nd Vice-President, Julius Huehn; 3rd Vice-President, Edward Harris; 4th Vice-President, Arthur Kent, 5th Vice-President, Martha Lipton; Recording Secretary, Elizabeth Hoepfel; and Treasurer, Frederick Jagel.

Board of Governors—Richard Bonelli, John Brownlee, Winifred Heidt, Lucille Manners, James Pease, Jerome

AGMA Enters Recording Field

For the first time in its history, Agma is now negotiating minimum terms and working conditions for its members in the recording of full-length opera. Although this problem has been under consideration by Agma for a considerable time, the entry into the recording field of the Metropolitan Opera Company through its contract with the Columbia Recording Corporation for the recording of full length operas crystallized the need for the establishment of proper minimum compensation and terms of employment. A committee was set up composed of choristers, principals, and comprimarios which, after a number of meetings, worked out a mini-

mum scale of compensation for all Agma members to be employed in such recordings.

The recommendations of the committee were approved by the Board of Governors, and are now the subject of negotiation with the Metropolitan Opera Association and the Columbia Recording Corporation. They will similarly be the subject of negotiation with other companies desiring to record full length operas. The experience gained by Agma in these negotiations may well serve as a useful basis for setting up minimum terms and working conditions for the employment of Agma members in other phases of the recording field.

A Word To The Wise

We have encountered one or two instances recently where Agma members, having signed a contract with a company to perform certain specific roles, have subsequently attempted to secure a release from their contract. Such a release, unless agreed to by the company, cannot be supported by Agma, except that there are present special extenuating circumstances.

Occasionally, when an employer has attempted to break a contract which had been signed in good faith, Agma held him to account because it naturally wished to protect the artist involved.

We feel, and most Agma members will agree with us, that an artist in signing a contract, has an obligation not only to his employer, but also to himself and his Union.

Since Agma is a democratic Union, we believe it in the interests of harmonious management-labor relations that once a contract has been signed, both parties shall honor it to the best of their ability. In this way, unnecessary friction will be avoided, and we can then devote the time spent in discussing the validity of a contract on more vital matters affecting the Union and its membership.

Robbins, Alexander Smallens, and Georgia Standing.

Board of Governors Chorus Members —Frank Finn, Maurice Kostroff, and May Savage.

The adjourned meeting on February 16, heard a report by the Executive Secretary on his negotiations with the San Francisco Opera Company with particular emphasis on the pattern evolved by Agma as to foreign artists. In addition, a report was made of the work and recommendations of the Foreign Artist's Committee. The discussion on these two reports consumed the balance of time at the meeting.

The membership approved the San Francisco contract and the provisions with reference to the foreign artists contained therein, but disapproved the report of the Foreign Artists Committee. The discussions that followed were lengthy, and when the hour grew late, a quorum was lost, and the meeting stood adjourned, with some constructive work having been accomplished.

Choral Committee

Elections were recently held for membership on the Choral Committee. We are pleased to introduce the new members of the Committee who are as follows: William Fantasia, Joseph Fine, Joseph Folmer, Edith House, Robert Ladoff, Irving Lavitz, Helen Maxouris, Olivia Monona, Lillian Nichols, Elie Ring, and Abraham Tamres.

TRAVEL MEMO

Where artists are engaged for out of town performances, the necessary transportation should be specified in the signed Agma contracts. If such transportation is not stipulated, the artist may assume that his concert fee does not include his fare to and from the locality of the performance.



Courtesy Musical Digest

MEDITATION

The days of the high-brow are with us,
The days that I wish I was dead.
I don't mind the Symphony Concerts,
It's just this big talk that I dread.

*I forget who wrote "Carmen" and
"Cavalleria,"*

*Or are they the ladies that sing?
I know that Caruso's a tenor,
But that's all the wisdom I bring.*

If "Gadski" and "Fremsted" are women,
Why aren't they called Mrs. or Miss?
Is "Scotti" a man or a Solo?
Ain't "Salome" the dame with the kiss?

It may be a girl or an opera,
Or a fiddle with extra dry tone:
Their knowledge is slim, tho I tell you,
There's one thing I've got on 'em all.

When they talk of that Geraldine Farrar,
They don't know that her dad played
base-ball!

*Those old chaps Beethoven and Mozart,
I'm sure of-but get mixed up on Bach:
T'was Handel they say did the "Largo,"
Mascagni to me sounds like cognac.*

If I'm asked if "I care for Busoni,"
I grow cold, clear down to the bone.
So my "nom de plume," as to verse on
opera,
Is better to be left unknown.

ANITA E. HAASE

Rochester Grand Opera Co.

At a meeting of the Board of Governors, held on Tuesday, April 15, Josephine DiCraсто and the Rochester Grand Opera Company were placed on Agma's unfair list. This action grew out of contracts which Mrs. DiCraсто signed with two Agma artists, Hilde Reggiani and Bruno Landi to sing in a performance of "La Boheme" in Rochester on February 5, 1947. This performance was cancelled, and although "La Traviata" was scheduled for February 19, Miss Reggiani and Mr. Landi were not engaged.

In subsequent correspondence with Mrs. DiCraсто, she indicated that in October, 1947, "La Boheme" would

again be presented, at which time Miss Reggiani and Mr. Landi could sing the cancelled performance of February 5. In accordance with the "pay or play" clause of our Basic Agreement with Mrs. DiCraсто, this suggestion was entirely unsatisfactory to Agma, and the Board of Governors consequently took appropriate action.

Agma members are advised that until notified to the contrary, they are not to enter into any contractual relations with the Rochester Grand Opera Co., nor offer their services for any performance. Any violation by an Agma member will be subject to disciplinary action.

Attention

URGENT
Membership Meeting
Tuesday, May 20, 1947
8 p. m. Sharp

MAIN BALLROOM
CLARIDGE HOTEL
BROADWAY AND 44 STREET

Don't Be Late



Courtesy Musical Digest

Annual Report of Executive Secretary

For the benefit of those members who could not attend the Annual Meeting at the Hotel Capitol on January 19, 1947, we print below the annual report of our Executive Secretary, Hyman R. Faine.

"The annual report of your Executive Secretary on the status of Agma and its accomplishments during 1946 is in a happy vein. On all sides we have made progress. The total number of members in good standing as of December 12, 1946 was 1,954 which compares to 1,734 for the preceding year.

We have signed basic contracts with 51 opera companies, 16 ballet companies, 2 concert review companies, 34 concert managers, and two miscellaneous organizations. The negotiations for contracts during the preceding year with Popular Priced Opera companies, with Ballet Companies, with the Metropolitan Opera Company, and with Concert Review companies, all have resulted in improved working conditions and increases in compensation to all Agma members. With the Chicago Opera Company and the San Francisco Opera Company, whose contracts did not expire during this past year and which were therefore not renegotiated we have nevertheless managed as a result of cost of living clauses contained therein, to obtain approximately 13½% increases in the minimum fees. Our negotiations with the leading concert managers have progressed in a very satisfactory way as evidenced by the following letter which we have received from Columbia Concert Corporation, NCAC, and W. Colston Leigh.

American Guild of Music Artists,
2 West 45th Street,
New York 19, N. Y.

Gentlemen:

The progress made at our last meeting with representatives convinces us that we have reached a settlement on nearly all of the differences between us. Furthermore, we are convinced that the remaining issues can be settled expeditiously, so that we can promptly proceed with the mechanics involved in drafting the agreements.

One of the provisions included in our contract with you will be that relating to the 90% AGMA membership of the artists managed by us. We enclose herewith a list of the concert artists we manage. We will appreciate it if you will indicate to us which of these artists are not AGMA members. This will make it possible for us realistically to assess

the extent of the problem involved, and enable us to commence, in good faith, to endeavor to bring ourselves into conformity with the expected provisions of our future contract.

Very truly yours,
ARTHUR JUDSON

I hope that within a very short time contracts with these three, as well as several other independent managers will be completed.

Evidence of Progress

Agma's activities on behalf of its members and by its members have also made significant strides. For example, there have been more membership meetings during the past year than ever before at an approximate interval of 2 to 3 months each. At such meetings, reports were made by committees and by myself, and members had an opportunity of expressing their views and position on issues that were of vital importance to them. We have published 3 issues of AGMAZINE which is meeting a long felt need for a publication by Agma for informational and discussion purposes. Agma has cooperated with the other 4 'A' unions in the establishment, through the American Theatre Wing, of retraining programs for its veteran members. This program has included courses in instrumental work, opera, ballet, voice, etc.

We have had a number of committees functioning throughout the year, the two most important of which are the committee on foreign artists and the committee on dues. Both of their reports will be before you for your consideration today. Our financial status has improved, but as you will hear later in my report, ways and means must be devised for its further improvement and to provide a basis for the expansion of Agma's activities so essential to all of you. We have strengthened the requirements contained in all our basic contracts for the deposit of security with Agma as a protection to our members in the event of violation of the contracts or default on the part of producers. Thus in 1946 there has been a total of approximately \$115,000 of security deposited with Agma as compared with approximately \$90,000 in the preceding year.

This is the history and the accomplishments of the past year. But we cannot sit and admire our past accomplishments. We must work for greater gains, and we must plan and organize the

future. Since our field is pretty well on the way to being completely unionized, we are in the fortunate position of being able to plan ahead. Coming up in the near future will be negotiations for new contracts and our proposals must be formulated soon to present to opera managements and employers. However, a house is only as strong as its foundation, and it appears to me that we ought to look at our internal structure, and take steps to place it on a sound basis.

An Annual Convention Suggested

Under Agma's constitution, as you know, only Active members may vote, and, outside of the use of a referendum, major decisions and plans are made at the Annual Meetings. Because of the difficulty in getting enough people together, and the limited time at these meetings, not everything can be accomplished in one afternoon. I have, therefore, recommended to the Board of Governors, and the Board has approved in principle, that an annual *convention* be held in place of the annual meeting with sufficient time and sufficient representation to discuss and decide the issues confronting Agma.

The mechanics of the convention, its time and length, as well as the issues to be taken up, will be worked out in the near future by the Board and Committees. The Board would like the members here to express their views on the advisability of resorting to the method of a convention instead of an annual meeting. Amongst the issues that could properly be discussed at such a convention, I suggest the following:

(1) Necessary changes in the Constitution indicated by the growth and the developing needs of AGMA.

(2) Proposals to be included in the basic agreements to be negotiated in the future.

(3) Steps to increase work for the membership and ways to promote the development of opera, ballet and concert in the United States.

(4) Possibility of group insurance and other group plans.

(5) Organizational changes and other internal problems.

The general idea of this convention would be to work out comprehensive plans and proposals for the good of Agma as a whole.

(Continued on page 6)

Annual Report of Executive Secretary

(Continued from page 5)

Voting Privileges

At such a convention, to accomplish the best results, all classes of membership, whether they be chorus, ballet, or soloists, or whether they be residents in New York City or outside of New York City should be represented proportionally, and should have a vote in proportion to their total strength within Agma. Consequently, I have recommended, and the Board has approved in principle, that the choristers, ballet, and junior members be given voting privileges equal to Active members at this convention. The Board has also approved, in principal, that the ultimate reorganized Agma structure should provide for equal voting rights to chorus, ballet and junior members. *I repeat, the Board has approved this in principle.* The mechanics and the manner of selecting delegates, the number of delegates, the relation of delegates to classes and other groups within Agma will all be worked out in detail prior to the convention. The convention itself will work out permanent rules and Constitutional provisions. It must be clearly understood that the proposals of the 1st annual convention will be referred to the membership as a whole for approval before final adoption.

However, if choristers are to have proportionate voting privileges equal to the voting privileges of other members, they cannot enjoy greater rights than anyone else in Agma now has. This means, to put it concretely, that the extra rights enjoyed by Choristers under the AGMA-GOCA agreement will have to be eliminated. And this means that the institution of the choral committee and the provisions that are contained in the AGMA-GOCA agreement which gives choristers additional rights not enjoyed by other members, would have to be done away with. The Board wishes an expression of opinion from this meeting as to this proposal on the voting rights in the chorus and ballet members with the understanding that the extra rights in the AGMA-GOCA agreement be eliminated.

Internal Problems Discussed

The reorganization of Agma, an annual convention, the great amount of work that will be necessary in order to put this into effect, as well as other reasons which I shall mention, all require that Agma be placed on a sound financial basis. The present personnel staff is not altogether adequate to handle

the large volume of matters that are now Agma's concern. Coming before the attention of the office are not only national matters but local matters. Although the large cities such as Chicago, San Francisco, Los Angeles and Philadelphia now have Agma representatives, negotiations on behalf of those cities, and frequently the enforcing of agreements, are done by the national office. We recently have added members in New Orleans and Boston. In addition, resident opera companies are performing in Denver, San Antonio and Pittsburgh. Ballet companies are continuously travelling, and our affairs with concert managers are constantly expanding. The amount of administrative work, therefore, has increased tremendously.

In addition, the office acts as a supplier of choristers in and around the New York area, and as a paymaster for many opera and ballet companies. The number of opera, ballet companies, and concert revue companies has increased; the number of concert managements under contract and the total number of Agma members with such managers has increased. The issuance of a bi-monthly magazine has added work, and the membership as a whole has gone up considerably, with an attendant amount of work in collecting dues and keeping records. There also have been more membership meetings and functioning committees. All this indicates that the office staff eventually will have to be enlarged to include, in addition to the Executive Secretary, three people, one of whom will take care of the concert field, one the ballet, and one the opera field. The use of delegates, while in many respects a workable arrangement, is not a complete solution. The delegate is in an exposed position in relation to his employers and with a limited knowledge of Agma matters, the delegate's work has had to be supplemented by the work of the office staff.

Our Financial Situation

In addition to the increases in the staff, the salaries of the people working for Agma must be maintained at a level commensurate with the present day market and the present cost of living. Further, we have had to move our office quarters, and we have to pay a considerably higher rent than we did. Lastly, the present income has not enabled us to pay off our debts. These debts are of long standing, and are obligations on Agma's part which should be met. All of the other Four "A" Unions have met

their obligations to each other, and Agma should do likewise. We could, of course, pay them off now, but that would have very little left in reserve. Both to pay the debts, and to establish an adequate reserve against the possible time when Agma may have difficulties, strikes, or possibly a recession in employment, dues and initiation fees must be increased.

A committee, set up by the Board, has gone into this matter thoroughly, and has recommended to the Board an increase of 25% in dues and an increase of up to \$100 in initiation fees. I cannot emphasize too strongly, the need for such an increase. If Agma members wish Agma to be placed on a sound organizational and financial basis so that we can grow strong and more effective, approval of the dues increase should be given.

2—Year Contracts

One of the things that will be required in order to reorganize Agma and to do the things I have been talking about, is a breather for Agma for the next year or so. Here is what I mean—up till now, with one or two exceptions, our contracts have been for one year. This has meant that the staff and the membership is constantly negotiating contracts or preparing for negotiations and considerable time is consumed in this process. I have, therefore, recommended to the Board, and the Board has approved in principle, that we sign two year contracts during this coming year and enable the membership and executives in the next two year period, without the pressure of negotiations, to do all these things that you and I know have to be done. Of course, to protect our standard, cost of living clauses would have to be provided in these contracts. But with a two year breather and the negotiations out of the way, we could turn our attention to other things. I, therefore, ask this meeting to express an opinion on this recommendation as well.

I have proposed four things for your consideration:

1. The approval of an annual convention.
2. The approval of voting rights to Choristers, Ballet, and Junior members with the elimination of extra rights contained in the AGMA-GOCA Agreement.

(Continued on page 7)

UNITED STATES OPERA CO.



GRACE MOORE

Grace Moore, member of Agma's Advisory Board, was the unfortunate victim of an airplane crash recently in Copenhagen. A native American, she had achieved fame in the fields of opera, screen and stage, proving that a gifted American, born in a small American community, can overcome obstacles in becoming a great artist. By her activities in various art forms, she provided an inspiration not only to young aspiring musicians, but also to the public. A devotion to all types of music was thereby inculcated in Americans of all walks of life.

Miss Moore was continuously interested in the affairs of Agma, and loaned her interest and energy to Agma's development. We express our deep regrets and those of our membership in mourning her untimely death.

ANNUAL REPORT

(Continued from page 6)

3. An increase in dues.
4. The signing of two year contracts.

Let us discuss these things and nothing else now. Many things I know, are on your mind, such as methods of increasing work, contract provisions, proposals for the internal organizations of Agma, etc. Let us decide on the basic principals first and leave the details to be worked out by committees, the Board of Governors, and the annual convention. What you do today will determine the future of a better, healthier, sounder Agma. You decide. Let us eliminate internal disputes and together, with all Agma members, build a democratic, strong union.

Several months ago, the sad demise of the United States Opera Co. was made known to the musical public. Several aspects of that involved AGMA. Unfortunately, the reports in the newspapers did not give a complete picture. We are, therefore, briefly summarizing the dealing between AGMA and the United States Opera Co. so that our members may have a true picture of what happened.

In November, 1946, Mr. Edward Bagarozzy signed a Basic Opera Contract with AGMA on behalf of the United States Opera Co., of which Mr. Ottavio Scotto was listed as the artistic director. In this Basic contract, the United States Opera Co. agreed to deposit with AGMA security equal to two week's compensation for all artists placed under contract by them. The first group of artists engaged were a number of choristers in New York City and in Chicago. Unfortunately, at that time the United States Opera Company had not deposited with AGMA the agreed to security. It was not until a number of weeks later that it did so, but in the meantime the choristers had not been paid, although they were ready, willing and able to begin rehearsing. When the security deposit was finally in AGMA's hands, the Opera Company paid the back wages of the choristers and started its rehearsals. During the rehearsals, there were several weeks when the United States Opera Co. did not pay the choristers, and AGMA had to take such salaries out of the security funds we had. Upon doing so, further requests had to be made to the company to replenish the security deposit. At the end of the fourth week of rehearsal, the company was unable to do so and did not pay the last week's compensation due the choristers. AGMA, therefore, felt obligated to withdraw its members since it became apparent that the Opera Company was not living up to its agreement to have adequate security with AGMA, nor were they in a position to pay the choristers their compensation.

In the meantime, Mr. Scotto and the company brought over from Europe a number of artists. At no time were any AGMA contracts between the Opera Company and these artists signed or

filed with AGMA. After the chorus stopped rehearsing, AGMA made innumerable efforts to find out the plans of the company and to get them to live up to their contract insofar as the security deposit and the Chorus were concerned. This we were unable to do. Meanwhile, as the press reported, these artists sat around hotels, awaiting the beginning of their engagement without available funds.

After a number of weeks, AGMA learned that some individuals became interested in presenting these artists in a week's performance of opera in Chicago. AGMA was told that this was not going to be under the sponsorship of the United States Opera Co. but rather someone else. It was perfectly apparent to AGMA that the set-up was as before, with the same officials involved, except that they now had someone to back them to the extent of one week's performances. However the chorus had been signed on a performance contract calling for five weeks of performances which this "new" backer or company was not willing to assume except to the extent of one week. It was AGMA's position that it could not permit the substitution of a one week's contract for a commitment for five weeks of work. Since the new backers were not willing to guarantee five weeks of work, the one week's performances never took place.

We would like to emphasize here two things. Firstly, that the principals coming from overseas at no time were in touch with AGMA, or became AGMA members or signed AGMA contracts. Neither they nor anyone on their behalf approached us for help, information or guidance. Secondly, it ought to be pointed out that AGMA was at all times willing for the United States Opera Co. to present performances, providing they lived up to their obligations in the Basic Contract, which called for an adequate security deposit, and were willing to meet their obligations as stated in their contract of five weeks of performances for the choristers. Failure on the part of the company to do either of these two things made AGMA's course of action both perfectly legal and morally justifiable.

AGMA regrets the whole series of incidents, particularly the stranding of the foreign artists. But it does prove the unassailable necessity of AGMA's requirement for security deposits and the fact that only responsible managements soundly founded should undertake to engage artists and present operas.

4A'S RALLY FOR LABOR

On Monday, April 21, over 1000 enthusiastic 4A members met at the 46 Street Theatre to protest against the numerous anti-labor bills now before Congress. Lawrence Tibbett presided over the meeting at which were represented not only Paul Dulzell of Actor's Equity and Clayton Collier of Afra, but also Senator Glenn Taylor of Montana, Bill Collins, Eastern representative of the A. F. of L., James Quinn, Secretary of the N. Y. Central Trades Labor Council, Tom Murtha, President of the N. Y. State IATSE, and Henry Jaffe, counsel for Agma and Afra.

One of the high points of the afternoon was a penetrating analysis of the Hartley Bill, H. R. 3020, by Henry Jaffe, in which he demonstrated how completely ineffectual Unions would become with its passage. For example, if a strike were called, the procedure under the bill would be so cumbersome as to make the strike worthless by the time the Union members approved any action. The National Labor Relations Act would be abolished. A Union shop would be illegal unless a majority of the employees in a shop had approved it by secret ballot, and the employer had consented to it. Any industry-wide bargaining could not be permitted. Agma's New York office, for example, could not negotiate working conditions for Agma members in Chicago, Philadelphia, or

San Francisco. There are many other provisions of the Hartley bill which would weaken or destroy labor organization.

Mr. Collins, Mr. Quinn, and Mr. Murtha all indicated the support of the A. F. of L. in whatever constructive action the 4A's might take. At the close of the meeting, a lively discussion period took place in which members made some helpful suggestions, and a resolution protesting the present flood of anti-labor bills in Congress was unanimously passed by those present.

In Chicago, another well-attended protest meeting was held by 4A members at the Selwyn Theatre on Monday, April 21. Participating organizations included Agma, Agva, Afra, Actor's Equity, Radio Writers Guild, Radio Director's Guild, and the Nat'l Assoc. of Broadcasting Engineers and Technicians.

Various aspects of the different anti-labor bills now before Congress were presented to the members, and several leading stars of the entertainment world offered their talents as their contribution. Among these were Joe E. Brown of "Harvey," Alfred Drake of "Beggars Holiday," Dolly Haas of "Lute Song," Lena Horne from the Chez Paree, Jan Sterling of "Born Yesterday," and Rudy Vallee from the Copacabana.

Important Notice

The Board of Governors has passed the following rule which will be a provision in all future Basic Contracts for opera and ballet: Hereafter, no individual contract regarding employment for any artist, chorister, or ballet dancer for employment in the field of opera or ballet will be valid or binding unless such contract is signed by the artist or his manager or representative in any of Agma's offices in New York, Los Angeles, San Francisco or Chicago. The artist after negotiating his contract with the employer must see that this contract is submitted to the Agma office by himself or by the employer, and then come to the Agma office either in person or through his representative or manager and sign it there.

The purpose of this requirement is to assist and explain to the artist the nature of the contract provisions, and prevent him from committing himself to provisions which may be against the rules and regulations of Agma.

This rule must be strictly adhered to, and violations will lead to disciplinary action.

AGMA MOVES

This is to inform all the members of Agma and others concerned that Agma's offices in New York City are now located at 276 West 43rd Street at the corner of 8th Avenue. The telephone is LO 5-7508, 9, 10. All inquiries and business are to be transacted from now on from this new address. We invite all members to visit us at our new quarters.

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