

AGMAZINE

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JANUARY, 1955

A Statement from AGMA's President

The new Basic Agreement with the concert managers, while not exactly the type of basic we would have liked to obtain, will, I think, be of benefit to most artists. In view of the difficulties we had in obtaining genuine support from members when the going got rough, I feel that this agreement can be considered very satisfactory. There was a time when it seemed as though we were not going to have any agreement at all, but by patience and perseverance and insistence on what we felt were our rights, we came out with the present Basic Agreement.

Your Board and your Officers felt that it was better to have an agreement with the managers in the field, which incidentally includes the bulk of the independent managers, rather than carry on a protracted fight, thereby leaving the field open and unorganized. In the long run, I feel that the whole concert field will be much healthier because of this agreement and that management as well as all our members covered by it will indeed discover its true benefits.

JOHN BROWNLEE
President

Behind the Contract— The Background Story

This is a report to the AGMA members on the negotiations recently completed by AGMA with the Concert Managers.

The important thing to remember is that the benefits of this contract apply to those who are now members of AGMA or those who join in the future. That is, *even if a concert artist is not a member now, he can get all the benefits of the AGMA Basic Agreement and the Individual Artist Management contract as soon as he joins.* Artists who are not members are urged to join and benefit themselves - such action is *absolutely proper by agreement with the managers.*

These negotiations were conducted with Columbia Artists Management Inc., National Concert and Artists Corporation, Hurok, Inc., and the Independent Concert Managers Guild, representing most of the Independent Managers. They lasted over a year and were both complicated and difficult. The reasons for this require a bit of background. When AGMA was formed in 1937, it was started primarily to help the concert artists, by joint action, to improve their relations with the concert managers. AGMA's charter from the AFL has always covered concert artists, *both vocalists and instrumentalists.* Early in its history, AGMA was challenged by the American Federation of Musicians as to its right to include instrumentalists in its membership. After lengthy legal disputes, AGMA and the Musicians Union reached agreement under which was reaffirmed AGMA's right to represent solo instrumentalists "for the purpose of their activities in the concert field and in their dealings with Manager in such concert field". *This agreement is still in effect.*

Following the settlement of the dispute with the AFM, AGMA obtained
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CONCERT ARTISTS CONTRACT

AGMA has concluded a Minimum Basic Agreement with concert managers, for a five-year period, which contains many protections and benefits for artists working in the concert field. Elsewhere in this issue is given the background of the negotiations which have led to the new contract. AGMA members performing in the concert field will want to know some of the outstanding features of the new agreement and the following is a condensation of the lengthy contract.

Negotiations were conducted with NCAC, Hurok, Columbia, and the Independent Managers' Guild. It is significant that many managers will have signed the Basic Agreement with AGMA who would not have signed with the Union in any other way.

The contract begins with a definition of the word "Artist" which, for the purposes of the contract, means any "person who performs in the concert, recital, oratorio, opera and ballet fields, and who is, or is about to become, a member of AGMA."

The Basic Agreement covers the activities of artists in the fields under

the jurisdiction of AGMA "and also the activities of Artists in the fields of radio and phonograph recordings, except that solo instrumentalists shall be deemed to be included in the scope of this agreement only for the purposes of their activities in the concert field and in their dealings with Manager in such concert field."

The Manager, in signing the contract, recognizes AGMA as the exclusive collective bargaining agent for all artists in the fields mentioned and described above (that is, concert, recital, oratorio, ballet and opera) covering their performances in the United States and Canada, whether or not they are members of AGMA.

The manager agrees that at all times during the period of the Basic Agreement, at least 90% of the non-instrumentalists managed by him shall be members of AGMA. In computing this percentage, a group attraction, ensemble or production is counted as one person. Also, a non-instrumentalist managed by the manager shall be included in the per-
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Highlights of Concert Artists Contract

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centage only after such artist actually appears and performs in the United States. Without violation of this clause, the manager may manage at least two non-instrumentalists who are not members of AGMA.

The new contract provides that the Manager will not continue to manage an artist during the term of the Artist's Management Contract if the artist breaches his warranty in the Contract and ceases to remain a member of AGMA in good standing. The obligation of the Manager in this case begins when he is notified by AGMA that the artist is no longer a member of AGMA in good standing.

The contract does not prevent the Manager, after the expiration of a Management Contract with an Artist, from signing a new contract with such Artist on a non-AGMA form if Artist at that time notifies Manager that he is no longer a member of AGMA.

Artist's Management Contract

Nothing in the Basic Agreement prevents any artist from obtaining better terms than the minimum terms and conditions provided for in the Basic Agreement. However, the Basic Agreement states:

"Every existing Artist's Management Contract between Manager and an AGMA member shall be deemed modified to the extent that it is less beneficial to the Artist than the terms of this Basic Agreement, and all the terms of this Basic Agreement which are more beneficial to the Artist than the terms of his Management Contract are deemed incorporated therein, except that the foregoing shall not reduce the term of any such Management Contract, including option periods, to less than four years from the date of this Basic Agreement."

A later clause covers the term of management contracts in detail: "At no time shall any Artist be bound to the Manager for a period extending more than four years in the future including all options and rights of renewals exercisable by the Manager." With regard to contracts with AGMA members entered into prior to the date of the new MBA, the four year period shall be considered to begin from the date of the new MBA. In those cases where an Artist's Man-

agement Contract with an AGMA member was entered into prior to the date of the MBA and where the term of the Artist's Management Contract extends for more than four years, nothing in the MBA invalidates such Artist's Management Contract for the four year period commencing with the date of the Basic Agreement.

"All options on the part of the Manager to extend the term of an Artist's Management Contract hereafter executed shall be exercised not later than the December 1st next preceding the expiration date of the term of such contract."

Protection on Fees

"Every Artist's Management Contract shall specifically state the minimum fee or range of fees below which, during the term thereof, Manager may not offer the services of such Artist for any concert or Civic or Community type of engagements whatsoever except with the specific written consent of the Artist. Such

minimum fees may be changed *only with the written consent of the Artist.*"

The contract also provides that if the Artist accepts an engagement for a fee below the minimum specified in his contract, without the approval of the Manager, the Manager may adopt such lower fee as the agreed minimum fee for that type of engagement for the balance of the then current season or until otherwise agreed in writing by the Artist and the Manager. If the Manager plans to exercise this option, he must so notify the Artist in writing ten days after Manager has knowledge of Artist's performance of such an engagement.

Furthermore, in the event that such lower fee is adopted for regular concerts, a corresponding reduction on the same percentage basis may be adopted as to Artist's Civic and Community concert fee for the same period of time.

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SANDRA MUNSELL, Editor

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Highlights of Concert Artists Contract

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Manager's Relation to Artist

"Manager's relation to Artist shall be that of a fiduciary but Manager shall not be required to maintain a separate bank account for the funds of Artist.

"Manager shall permit Artist to examine his bookings at all reasonable times at Manager's office. Manager shall furnish to Artist within two weeks after the written request of the Artist, a statement in writing containing (1) a detailed list of all written offers for Artist's services, and (2) a list of all future dates or engagements booked by Managers for Artists. Said request by Artist may be made each year during the term of the Artist's Management Contract at reasonable intervals not less than ninety days apart."

The Basic Agreement provides that the Manager may not assign any Artist's Management Contract except with the written consent of the Artist.

A maximum of \$750.00 per season has been set as the figure the Manager may spend for advertising or promotion for any Artist without the Artist's written consent. In addition to this figure would be reasonable and necessary amounts for the servicing of engagements actually booked for each consecutive twelve month period. The maximum of \$500 (to be used for the printing of brochures) shall be payable at the time the Artist's Management Contract is signed and the Manager will not require further payments for advertising and promotional expenses until the Artist has earned at least \$500 in net fees.

One of the important provisions of the new agreement is the fact that normal booking expenses shall be borne by Manager and normal promotional expenses shall be borne by the Artist. The agreement spells out in detail just what is meant by these two types of expenses:

"Normal booking expenses includes such expenses as stamps, telegrams, telephone calls and stenographic services relating to bookings.

"Normal promotional expenses includes such expenses as photographs, trade paper advertising and printed material and the shipping and mailing of other promotional matter."

The new five-year agreement stipulates that the Manager will render to the Artist itemized statements of all expenditures for advertising and promotion according to the original bills, at least quarterly.

Also stipulated is the fact that the Artist shall have access to his accounts with Manager at intervals not less than ninety days apart at mutually convenient times."

Termination of Artist's Management Contracts

The expiration of the Basic Agreement in no way affects the termination date of any Artist's Management Contract which by its terms extends beyond the expiration date of the Basic Agreement. However, it is recognized that there may be valid reasons on the part of the Artist to seek termination of his contract, because he feels the manager has an excessive number of persons in the Artist's category under his management and that the Manager therefore is no longer able to manage the Artist properly, or if the Artist feels he has been booked in places not appropriate to his standing or for engagements which are injurious to the Artist's career or if the Artist feels the Manager has refused a bona fide written offer for the Artist's services for reasons other than a regard for the Artist's best interest. The Artist may, if any of the above events occur, apply for arbitration seeking termination of his contract.

One of the outstanding benefits for the Artist is contained in the following clauses:

"Any Artist's Management Contract, other than a Guaranteed Management Agreement, may be terminated by either the Artist or Manager in the event the Artist does not receive during each twelve month concert season thereof,

"(1) During the first twelve (12) month concert season of said Artist's Management Contract, an amount equal to at least six (6) times his minimum regular concert fee (as distinguished from his fee for Civic and Community Concerts) as set forth therein provided that the Artist had six (6) or more concert engagements during the previous twelve (12) month concert season, or

"(2) During the second and each

subsequent twelve month concert season of said Artist's Management Contract or pro rata thereof for less than twelve months

"(i) an amount equal to at least twelve (12) times his minimum regular concert fee (as distinguished from his Civic and Community Concerts) as set forth therein, or

"(ii) an amount equal to at least 65% of his gross concert fees for the preceding concert season, whichever of the alternatives (i) and (ii) is higher."

Commissions

Maximum commissions which managers may receive from the fees of artists for all engagements are set forth in the new Agreement as follows:

"Regular concert engagements including recitals (except recitals given at risk and expense of Artist), symphony orchestra and oratorio..... 20%

"Radio engagements, including electrical transcriptions 10%

"Phonograph Recordings 10%

"Operatic Engagements 10%

"Ballet Engagements (other than concerts) 10%

"Civic and Community Engagements 15%

No Artist shall pay any Manager or Managers an aggregate commission in excess of the maximums set forth in this Basic Agreement.

The Agreement makes this provision for artists whose gross fees aggregate less than \$7500 during any twelve month concert season:

"In the event that the Artist's average regular concert fee for concerts (other than Civic and Community) is \$750.00 or less and such Artist has duly received for concert appearances gross fees aggregating less than \$7500.00 during any twelve month concert season, the commission payable by such Artist shall be reduced from 20% to 18% on concert engagements." Pro rata arrangements are also provided for, in the case of Artist's Management Contracts where one twelve month period is followed by a period of less than twelve months. In any case, if a higher charge has already been collected, the Artist will receive an appropriate rebate.

Railroad fare for mileage in excess
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Highlights of Concert Artists Contract

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of 250 miles for the Artist and his accompanist, if any, will be deducted under certain circumstances from the fee for single engagements before the Manager's commission is computed.

"The Manager shall not collect any commissions on an Artist's fee which is a minimum fee under the then-current collective bargaining agreement between AGMA and the Artist's employer, unless

"(1) Such minimum fee is a larger fee than the minimum established by AGMA for that kind of service under the collective bargaining agreement in effect between AGMA and said employer on the date of the execution hereof; and

"(2) Artist is a soloist; and

"(3) The net fee to Artist after payment of Manager's commission will be not less than \$100.00 for a week's services."

Performance Contracts

The Manager is to provide the Artist with an exact copy of any performance contract which the Manager has entered into for the Artist's services. This is to be furnished to the Artist not less than 30 days prior to the date of the engagement or (if the engagement is made less than thirty days prior to the performance date) at the earliest practicable date prior to the engagement.

The Basic Agreement requires the Manager to give the Artist notice in writing of any change, transfer or cancellation of the Artist's engagements, such notice to be given within 20 days from the date on which the Manager has taken that action.

Special Clause for Columbia — NCAC Artists

Both Columbia's Community Concerts and NCAC's Civic Concerts agree that there will be no discrimination against AGMA members in favor of non-members of AGMA in the booking of engagements in the various series.

Both these parties, Community and Civic, agree that the fee collected for engagements of Artists managed by Columbia and NCAC who appear on the Community or Civic series shall not be in excess of the Artist's then current "straight sales" concert fee. Nothing in the Agreement prevents

the Manager from booking, nor the Artist from accepting, a straight sales engagement at less than the minimum fee agreed upon in the management contract between the Manager and the Artist so long as the Artist, in one or more cases, desires to accept a lesser fee and gives his consent thereto to the Manager.

The Agreement provides that neither Columbia nor NCAC, through their concert course divisions, will increase the aggregate average percentage differential between the sums paid to Community or Civic for the services of Artists managed by Columbia or NCAC, and the fees paid to such Artists for such services, beyond what existed during the period of the Agreement between AGMA and these managers which expired on December 31, 1953; provided, however, "that in calculating the differential with respect to the fees of any Artist, the same shall be determined as the difference between the fee which he receives for an engagement on a Community or Civic course and the minimum fee stated in his management contract."

Arbitration

In the event of any controversy arising with respect to this new Basic Agreement, between the Artist and Manager and/or between AGMA and Manager, AGMA and the Manager agree to attempt to settle such dispute amicably. In the event they are unable to do so, any dispute will be settled by arbitration, the expenses of such arbitration to be borne equally by the parties to such arbitration (that is, the Artist and Manager, or AGMA and Manager or all three parties). * * *

All AGMA members in the concert field will receive copies of the new Basic Agreement so that they might give it detailed study. The highlights above point up the protection for the concert artist which this new contract provides. It is the concrete result of a long series of meetings with managers, of offers and counter-offers, of proposals by both sides and compromises by both sides . . . in other words, all the skill and experience and perseverance and patience which are behind the simple phrase "negotiating a contract."

Behind the Contract

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an interim agreement with some of the managers which was limited in scope and terms. In 1948 AGMA negotiated a five year contract with many of the managers which incorporated many safeguards and benefits for the concert artists. Chief among these were maximum commissions, a limit on the length of the artists' contract, arbitration of disputes, a clear limitation of booking expenses for which the artist has to pay, the extent of Manager's obligations to the artist, the minimum number of engagements the Manager had to obtain for the artist each year, and a definition of the purposes for which the Manager had a right to request advances. The agreement also stated that 90% of the Manager's artists had to be or become AGMA members.

AGMA feels certain that this contract which covered all the big and most of the important managers was of definite benefit not only to all the concert artists, but to the entire industry as well. And the Managers so stated on a number of occasions when their practices were questioned.

During the period of this contract AGMA, through meetings and literature, as well as in other ways, brought the benefits of this contract to the attention of the members. And by the end of 1953 over 90% of the artists under management were members of AGMA. At the same time by means of meetings, questionnaires, special committees and discussions, the desire of the membership as to any changes in the Basic Agreement was determined. These were all put together, carefully analyzed by the Board of Governors of AGMA, and submitted to the Managers for negotiation. Finally in the Fall of 1953, serious negotiations were begun.

However, it soon became apparent that the managers would agree to no improvements at all. In fact, there were proposals for worsening of the terms, including suggestions of increased commissions. The AGMA negotiators, who included your President, John Brownlee, your National Executive Secretary, and Peter Pryor and Henry Jaffe of Jaffe and Jaffe, Counsel, stoutly resisted these proposals and pressed for improvements, such as reduced commissions, greater guaranties of engagements, reduced costs to artists, opportunities for all artists to be engaged by Civic and

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BACKSTAGE NOISES

by Emile Renan

Some pleasant tales have come my way, from summer contributors.

Helen Kaprielian, pianist of "The Song Masters," sends an account of a typical touring experience. The group was stunned to discover that the carry-all containing their "tails" had been left behind in the hotel in Trenton, Ontario.



Recriminations yielded to gloom, gloom yielded to despair. At length, a prayerful call was made to the head of the local concert committee. The lady proved to be understanding and resourceful.

"Give me one hour," she said, "then come by my house."

And so it came to pass that the 8:30 curtain rose on an impeccably attired quartet. What few in the audience could know was that top tenor John Petterson was wearing the jacket to the trousers on basso Lvar Lvarson; that second tenor Jack Prigmore — lucky man — was wearing the intact suit of a local gentleman of his own build, and so on.

The fateful carry-all, already en route by bus, ultimately arrived in Montreal to be lovingly reunited with its desperate owners.

Muriel Rahn is now a saddened woman. She learned that, on tour, 'Micaela' (a soprano) received more money for three performances than 'Carmen' (a mezzo) for four.

Muriel was aghast. "What! 'Carmen' has to die, seduce, dance, and carry on like mad. 'Micaela' has only to look to Heaven; yet she not only steals the show — but the money, too??!! Why, it's more than flesh and blood can bear!"

Frank Rogier, at the American premiere of Britten's "Rape of Lucretia," was billed as "veteran of 63 British 'Rapes'." After the performance, when the cheers and applause had died away, Frank's mother made her way backstage. "Hello, son," she said gently. "Well... I liked it, son... but... son... I was so ashamed for you."

Michael Pollock relays a story of a City Center touring experience of some years back. In the city in point, there was a children's music school which ordinarily presented standard operas with an all-children's cast. Whenever the City Center came to town, however, the children would appear — as children — in the City Center productions.

During a rehearsal, Julius Rudel chanced to criticize the children's inattentiveness. No one objected until he turned to one small twelve-year old. Whereupon the director of the school shouted, "Don't you dare talk to him like that. Why, he's the best twelve-year old Rhadames in the city!"

Mention of Rudel recalls an episode contributed by Mrs. Rudel. Johann Strauss' "Gypsy Baron" was playing at the City Center. Seated behind Mrs. Rudel in the audience was a self-proclaimed and irrepressible lover of Strauss' music. After two acts in 3/4 time had gone by, the "Beautiful Blue Danube" was introduced... with electric effect on at least one member of the audience. The Strauss-lover sighed ecstatically, turned to a neighbor and cried, "Listen! A Strauss waltz!"

During the June opera season in Puerto Rico, Maurice Kostroff made a point difficult to contest. "The chorus," he insisted, "is indispensable, not only to the opera, but to the soloist. In 'Lohengrin', for instance, 'Elsa' is often pretty hefty. But notice how even a stout 'Elsa' seems trimmer after the chorus has been describing her charms for thirty minutes before her appearance! Also, consider Act II of 'Rigoletto', where the chorus persuades the audience to believe that the dimly-lit 'Gilda' is a 'stunner'. Further, if the chorus didn't bodily pull off 'Alfio', many a 'Turiddu' would be minus an ear! I could go on and on", Kostroff continued magnanimously, "but I have only a few hours to do it in!"

In July the Kansas City, Missouri, Starlight Theatre presented an opera comique version of "Carmen" unique for the height of its cast. The stock-ing-foot heights were: Ann Bollinger ('Micaela') 5' 7 1/2"; Martha Rosen-

quist ('Frasquita') 5' 8 1/2"; Shirley Winston ('Mercedes') 5' 9"; Jean Madeira ('Carmen') 5' 10 1/2"; Donald Clarke ('Jose') 6' 2 1/2"; Morley Meredith ('Zuniga') 6' 3 1/2"; William Shriner ('Escamillo') 6' 5 1/2". Michael Pollock ('Remendado') and I ('Dancario'), both 5' 9 1/2" do solemnly aver that if it is not our place to discuss the merits of the production, this was certainly the TALLEST cast we've ever looked up to!

Thanks to Joseph Lippman, this column closes with the excitement of a highly impressionable young music student, who, upon meeting Madame Busoni, wife of the composer, replied, in shock: "Madame Busoni? Oh, no; not Madame Bach-Busoni?!"

Let your colleagues share your amusing experiences. Send your anecdotes along to me, won't you? They'll be used in "Backstage Noises" with full credit to you.

HOW DO YOU RATE?

An article in the "Reader's Digest" of August, 1954, condensed from The Freeman, deserves the attention of all AGMA members. Headlined "What Happens When Union Member Don't Attend Meetings", the article, written by the nationally syndicated labor columnist, Victor Riesel, makes the point that "most dues-payers of the nation's 75,000 local unions are too indifferent to devote a few hours each month to attending meetings at which their economic fate is decided."

An example is given of a union having 20,000 members on its books which may be run by the mere 50 or so men who are interested enough to turn out for meetings. The article continues:

"The American Guild of Variety Artists hurled at its members this ironic challenge on "How to Kill a Union" in the January, 1954 edition of AGVA News: 'Don't attend meetings. If you go, go late. Don't accept any office. It's easier to criticize. Insist on official notices being sent you but don't pay any attention to them. Under no circumstances offer constructive suggestions.'"

AGMA members, take it from there!

New Ballet Contract Shows Gains

The basic agreement for ballet companies contains many improvements in conditions for dancers. AGMA members in the ballet field will find numerous increases in touring rates, sustenance pay, overtime rehearsal rates and others.

Members working in the ballet field are urged to read the new contracts in detail, when they are distributed. Meantime, this will give the summary and highlights of gains.

A seniority provision provides for an increase of \$1.00 after a dancer has been in the employ of a company for one year, and a total of \$3.00 after two years. These sums are above any minimum salaries, whether the company is at home or touring.

A clause in the contract provides that, in addition to the "in town" minimum, dancers shall receive \$4.50 per week while on tour. With this clause and the seniority provision, in some cases dancers will be receiving a \$7.50 increase.

An increase in sustenance pay is provided for. Formerly \$8.50, it has been raised to \$10.00. Travel pay has been increased from \$5.75 to \$7.00.

Overtime rehearsal rates have been increased by a sliding scale arrangement. Formerly the minimum rate was \$1.65. Now the new contract, for rehearsals in a performance week, specifies that the artist is not required to rehearse more than 12 hours in a performance week, nor more than 2 hours in any one day. Any rehearsals over 2 hours in a performance week or in a rehearsal week over 5 hours in one day or 30 hours in a week, will be compensated for at the rate of \$2.00 for the first hour; \$2.25 for the second hour; \$2.50 for the third and any additional hours.

Further, the former \$2.30 penalty rate has been raised to \$2.50.

When an artist is required to travel on a free day, he must be paid at the rate of five cents per mile.

If while on tour the artist is required to rehearse on a free day, compensation shall be at the rate of \$4.50 per hour.

AGMA's jurisdiction has been enlarged to include singers and narrators appearing in ballet productions. Compensation in these two categories is a minimum of \$100.00 per week.

Where any artist has concluded a daytime trip, there shall be at least one free hour following the completion of the trip, before the artist is called upon to rehearse (in a performance week). If the employer violates this provision, he must compensate each artist at the rate of \$4.50 per hour.

A *Force Majeure* clause provides that, in the event of fire, accident, strikes, war or any cause of this type which could not have been anticipated, and if the employer notifies the artist of a suspension of his contract the artist will receive a sustenance rate of \$10.00 per day for a period of not more than 10 days. Either party, after 10 days, may terminate the contract, the employer paying for all services to date and transportation back to New York City.

Another clause, not unique in contractual arrangements, also gives protection to the artist in the event the employer invokes the right to suspend payment in case of non-citizens who cannot perform outside of the country.

Bus transportation is limited to 300 miles a day. Artists will be paid \$2.50 for each 50 miles or fraction thereof for any bus travel over 300 miles a day.

The employer's liability for loss of personal baggage has been increased from \$400 to \$600.

Rehearsals on a day when two performances are scheduled are prohibited except where such rehearsal is called solely due to sickness or accident of an artist and where such rehearsal could not be scheduled at any other time.

In the artists' individual contracts, where employment is guaranteed for not less than 36 weeks in any 12 consecutive months, the employer must now exercise his option for the second year 60 days prior to date of expiration, instead of 30 days as formerly.

A new provision in the contract makes it mandatory that the employer list in the program or announce to the audience the names of all artists who dance principal roles. Where changes of leading dancers in a performance occur, an announcement of the change must be made to the audience.

Behind the Contract

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Community towns and greater union security.

Faced with this clear position of the managers and by the fact that the Contract was to expire on December 31, 1953, AGMA called a membership meeting of the Concert Artists on December 20. About 100 artists were present, representing all the managements, as well as a good cross section of all the artists. A full report was made by the negotiating committee and considerable discussion followed. The artists present unanimously voted to support the position of AGMA in the negotiations.

In addition they voted unanimous approval of a step which would show to the managers that the artists were united in their backing of AGMA and in their desire to obtain improvements in the Basic Agreement. This step was as follows: Every artist, under his individual contract, had a right to notify his manager that after ninety days, he could not book him for further engagements. This notice could only be sent before January 15th or after April 15th. The members at the meeting voted that all members should send to AGMA such a notice, which AGMA would send to the managers, if the negotiations reached an impasse.

Backed up by this clear mandate of the members, I sent to all concert artists proper forms of this notice and requested them to be sent to AGMA to be used by AGMA *only* in case of need. Many members did send it in. Many others consulted *their* managers as to what they should do. In any case, at the next meeting between the Managers and AGMA, the Managers broke off all negotiations and, in a letter to all their artists, told them that they didn't need a union for the purpose of regulating their affairs with Managers.

It was obvious to the Managers and to AGMA, that for whatever reason, many artists, particularly instrumentalists, adopted a position of not supporting AGMA in its negotiations. AGMA was then confronted with two alternative courses of action: One was to drop the negotiations and let the future course of events and the conduct and activities of the concert managers show whether or not concert artists needed a union and whether managers would continue to meet the minimum safeguards that

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Managements Under AGMA Agreements

The following companies have negotiated Basic Agreements with AGMA for the 1954-55 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.

Each AGMA member is advised to check with the AGMA office before signing a contract with any producer.

OPERA

Amato Opera Co.
American Opera Society, Inc.
Baltimore Civic Opera
Campbell Concerts, Inc.
Central City Opera Assn.
Chattanooga Opera Assn.
Chautauqua Institution
Cincinnati Summer Opera Assn.
City Center of Music and Drama
Connecticut Opera Assn.
Cosmopolitan Opera Co., San Francisco
Doolittle, James-Greek Theatre Assn., Inc.
Florentine Opera Co. of Milwaukee
Fort Worth Opera Assn.
Greater New York Opera Corp.
Nino Ghio, Culver City
Hollywood Bowl Association
Jackson Opera Guild
Los Angeles Conservatory of Music and Arts
Lyric Theatre of Chicago
Metro Lyric Grand Opera Co.
Metropolitan Opera Assn.
Mobile Opera Guild
New England Opera Theatre, Inc.
New Orleans Opera House Assn.
Northwest Grand Opera Assn.
Opera Guild of Greater Miami
Pacific Opera Co.
Pavone, Father Leonard
Philadelphia Civic Grand Opera Co.
Pittsburgh Opera, Inc.
Portland (Ore.) Civic Opera Assn.
San Francisco Opera Assn.
Second Equinox Co.
St. Paul Civic Opera Assn.
Tulsa Opera, Inc.
University of Utah Theatre
Chas. L. Wagner Management

BALLET

Ballets Espagnols
Ballet of Light
Ballet Russe de Monte Carlo
Ballet Theatre
Ruthanna Boris and Frank Hobi Company
City Center of Music and Drama
Alexandra Danilova and group
De Cordoba Ballet
Jose Greco and Company
London Festival Ballet
Mata and Hari

CHORUS

Concert Choir
De Paur Infantry Chorus
Mary Hunter's Musical Americana
Immortal Musicals
Robert Shaw Chorale
Roger Wagner Chorale
Schola Cantorum

SYMPHONY ASSOCIATIONS

Kansas City Philharmonic Association
Little Orchestra Society
New York Philharmonic Symphony
Southern California Symphony Assn.
(Los Angeles Philharmonic)
Stadium Concerts
Symphony Society of San Antonio

CONCERT MANAGEMENT

Jack Adams
113 West 57th Street
New York City 19
Kenneth Allen Associates, Inc.
113 West 57th Street
New York City 19
Herbert Barrett
250 West 57th Street
New York City 19
Colbert-LaBerge Concert Management
205 West 57th Street
New York City 19
Columbia Concerts Management Inc.
(including Community Concerts)
113 West 57th Street
New York City 19
Giorgio D'Andria
National Opera Company
1005 Carnegie Hall
New York City 19

DePace Associates
1270 Sixth Avenue
New York City 20

Elwood Emerick
342 Madison Avenue
New York City 17

The Friedberg Management
113 West 57th Street
New York City 19

Hans J. Hofmann
200 West 58th Street
New York City 19

Lauren-Walden Association Inc.
16 West 55th Street
New York City 19

David Libidins
113 West 57th Street
New York City 19

Ludwig Lustig
11 West 42nd Street
New York City 36

Meyer Management Corporation
119 West 57th Street
New York City 19

National Concert and Artists Corp.
711 Fifth Avenue
New York City 22

David W. Rubin
Artists Management Inc.
113 West 57th Street
New York City 19

William L. Stein, Inc.
113 West 57th Street
New York City 19

Vincent Attractions, Inc.
119 West 57th Street
New York City 19

Roland A. Wilford Associates, Inc.
119 West 57th Street
New York City 19

Our Apologies

In the last issue of AGMAZine, in paying tribute to the members of the Negotiations Committee with the Met, which produced the new contract, the following names were omitted inadvertently from the Chorus Committee: Joseph Fine, Helen Frazier and Frances Haeger.

AGMAZine regrets exceedingly that an oversight resulted in the omission of the names of Mr. Fine and Mesdames Frazier and Haeger, who served faithfully and well in bringing about the new Met contract.

Behind the Contract

(Continued from Page 6)

were contained in the expired AGMA Basic Agreement. In other words, "Let them learn from experience".

The other course was to hold fast; to bring about a resumption of the negotiations and obtain the best possible contract to protect the interests of the concert artists. This was the course that was adopted by AGMA. The present contract, is the result, after a year of difficult and determined negotiations. It retains, with minor exceptions, all of the benefits of the old contract except that it applies to AGMA members *only* and that only 90% of the non-instrumentalists managed by any manager must be or become AGMA members. It confirms the fact, by agreement with the managers, that in the concert field *AGMA is the exclusive collective bargaining agent for all artists in the concert, recital, oratoric, opera and ballet field whether the artist is or is not a member of AGMA.* However, the specific benefits of the Basic Contract and the protection and services of AGMA are only available to AGMA members.

This long story proves several undeniable facts:

1. That a union contract is better than no contract.
2. That the Managers cannot be expected to encourage united action by the artists.
3. That if it were not for the existence of AGMA, and an AGMA contract, conditions in the field would be far less advantageous to the artists.
4. That only by continued support of their union, AGMA, can the con-

cert artists jointly achieve an equality of bargaining with managers.

We all realize that insofar as the artist is concerned, as an individual and in his own career, his relationship with the manager is an individual one. But when he negotiates with his manager, he can rarely achieve the basic minimum conditions upon which his own terms are superbuilt unless these basic terms are established by collective action. Does any artist imagine that if a powerful manager wanted to charge a commission higher than 20% he could withstand such a request if it were not for the fact that AGMA contracts forbid it?

Then too the artist must remember that while the manager may be able to dispense with any one artist (and I mean anyone), he cannot stay in business if the majority of his artists are not with him. In the recent internal dispute within Columbia Artists Management, the group in control *had to go to the artists* and get *their* support to convince the Community towns that it was capable of continuing its business. This collective strength of the concert artists can and must be used for justifiable objectives that will enable both the artist and the manager to live, and will make the concert field a reasonably secure field of endeavour.

AGMA believes that this is the true role of a union and will always guide itself accordingly. It believes that with the support of its membership it can better the conditions of the concert artists as a group; it can establish a climate which will enable all to compete on their merits; it can make more music and artists available to the American public;

and it can protect the individual when he is pitted unequally against strong or unscrupulous management. It invites the support of its whole membership and the joining of this membership by those who are not yet with us.

HY FAINE
National Executive Secretary

Concert Artists Attention!

Elsewhere in this issue you will find listed those managers who have to date signed the new Basic Agreement with concert managers. As managers sign this agreement with AGMA, their names will naturally be added to this list. In the meantime, members working in this field are urged to check with AGMA before signing any contract with concert managements, to determine whether or not such managements are signatory to a Basic Agreement with AGMA.

San Francisco Election

Results of an election for chorus representation on the Board of Governors from the San Francisco Area find Charles Pascoe elected with twenty-nine of the thirty-five votes cast. Allan Louw received two write-in votes, Paul Guenter one write-in vote; 3 ballots were invalidated by reason of failure of the three members voting to give names and addresses on the return envelopes.

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