

# AGMAZINE

VOLUME IX, NO. 2

PUBLISHED BY AMERICAN GUILD OF MUSICAL ARTISTS, A. F. L. - C. I. O.

JANUARY, 1957

*The Board of Governors, the National Officers and National Staff extend to AGMA members everywhere their warm greetings for a happy and prosperous 1957!*

## MET POSITION ON TUCKER TELECAST RAISES QUESTION

The question of the extent to which the Metropolitan Opera Association can, under its contract with the individual artists, control their appearances outside of the Metropolitan Opera's own theatre was recently highlighted by a dispute involving Richard Tucker, the Metropolitan and AGMA.

In Mr. Tucker's individual contract, as in other artists' contracts there is a provision which states in brief that the artist may not, during the term of his engagement, sing or otherwise perform in opera or in any other manner for another organization or individual without the written consent of the Metropolitan Opera, which consent cannot be "unreasonably" withheld, nor can the Metropolitan request or exact any payment from the artist or another person as a condition of granting such a request.

Mr. Tucker authorized his manager, Columbia Artists Management, Inc., to sign a contract for his appearance with the "Producer's Showcase," an NBC Television spectacular, for December 10, 1956. Mr. Tucker was not scheduled to appear in a performance with the Metropolitan Opera Association on that night and assumed that permission, as in previous cases, would be granted. However, when the matter was put to the Metropolitan management, they refused to grant permission. As part of the picture, there's also the fact that the Metropolitan Opera had contracted with Ed Sullivan's CBS television program for a series of Metropolitan productions on his show, which involved scenes from a number of operas produced and directed by Metropolitan employees and using Metropoli-

tan stars. It appears that the Metropolitan told Mr. Tucker that his appearance on the NBC show would make it impossible for him to appear on the Ed Sullivan show. But more important than that, the Metropolitan contended, as reported in the New York Times, that "its artists should not appear on occasions for which the Opera receives no remuneration and has no role in the production." In essence, what was really involved was the Metropolitan Opera Association's ability in selling its productions and its name to potential television customers and in delivering its top stars for such programs.

When Mr. Tucker was refused permission, he appealed to AGMA. The Board of Governors, after considerable discussion, adopted a resolution in support of Mr. Tucker, characterizing the refusal of the Metropolitan to give permission as unreasonable and not in accordance with the terms of the Basic Agreement and the individual artist's contract. This position of AGMA was embodied in a letter from Hy Faine, National Executive Secretary, to Mr. Tucker, which was publicized in the press.

Although originally Mr. Tucker stated he would appear on the N. B. C.-TV show, after several days he agreed to withdraw from the "Producer's Showcase" and there was a subsequent announcement that he would appear in one of Ed Sullivan's Metropolitan Opera productions. Mr. Tucker's role on the N. B. C. show was taken by another tenor.

Although involved in this whole matter was a very basic question, it was apparent to the AGMA Board that if Mr. Tucker and the Metropolitan had re-

solved their differences, as a practical matter the issue was closed, although AGMA could, of course, arbitrate with the Metropolitan the theoretical problem involved. Nevertheless, the issue may continue to confront AGMA members and the Metropolitan Opera Association and may very well be an issue in the negotiations for the next Basic Agreement.

It is AGMA's position that artists are engaged by the Metropolitan Opera Association to appear in live performances at the opera house. Any engagements outside of the theatre which do not conflict physically (in the sense that they prevent artists from rehearsing or performing at the Metropolitan) cannot be denied to the artist by refusing him permission under the clause mentioned above. In other words, since Mr. Tucker was not scheduled to appear with the Company on that night, there was no proper reason for the Metropolitan to refuse him permission. Equally true is the fact that artists' contracts with the Metropolitan do not commit the artists to agree to appear on television broadcasts for the Metropolitan, and consequently the Metropolitan cannot withhold permission for the artists to appear on other programs. The use of this clause gives the Metropolitan the power, in effect, to force artists to agree to appear on a television program in which the Metropolitan may be involved. There are many ramifications to this problem from the viewpoint of both sides, that of AGMA as well as the Metropolitan, and, therefore, it will require serious consideration by both sides within the next year or two, in time for the next Basic Agreement negotiations.

# Hy Notes



Since I have resumed my duties at AGMA, I have had many talks with individuals as well as groups of members, and travelled to all parts of the country in order to meet with AGMA members outside New York City.

I have done this in order to re-establish contracts with all the AGMA membership as well as to find out what the situation is currently and what changes took place while I was away.

In general, I can say AGMA has continued to make considerable progress in the fields in which it has traditionally been strong and effective and, I feel certain, will continue to make even greater progress. By these fields I mean, specifically, the fields of opera and ballet. I found also that there was as great, if not greater, interest and support by the membership in the activities of AGMA and in the understanding of its problems.

However, our past success should not blind us to a number of unsolved problems, as well as to some fields where we have failed to make progress. Foremost, in this respect, is the concert field. It is true that 3 years ago, AGMA renewed its Basic Agreement with the Concert Managers which contained some improvements and which maintained AGMA's position in a general way in that field. Nevertheless, it cannot be denied that the contract was not as good as could have been achieved if AGMA had been supported more fully and to a greater extent by the concert artists. This lack of support was and continues to be most marked in the case of instrumentalists; for that there were many, many reasons which I will not go into at this time. In addition, the concert field has undergone changes in the past few years, most important of which is the greater emphasis on the engagements of groups rather than solo artists. Economic facts being what they are, the result is that soloists find themselves today in a more difficult position economically and consequently are inclined to be less faithful to union principles and objectives.

I believe however that the pendulum will swing the other way in the foreseeable future and that the number of engagements for soloists will increase. Thereafter, AGMA can proceed to make further strides in this field, and strengthen its position in its relation to concert artists. However, in the meantime AGMA

must devise new methods and new programs, designed to attract all of the concert artists and to lay the basis for the negotiations which will be coming up within two years.

Another field in which AGMA is facing difficulties is the symphonic field, particularly with respect to the problem of the employment of large chorus groups. In another part of this issue of AGMAZINE, you will find this whole matter detailed at considerable length and therefore I will not repeat it here. However, I do want to emphasize that the problem of choral groups is closely related to the problem of the concert artists as outlined above. In any course of action which it undertakes or which the members urge AGMA to pursue, AGMA must consider very carefully the economic situation of soloists, as well as the economics of employing large choruses.

There are one or two disquieting signs in the operatic field, such as the cancellation of 4 performances by the New Orleans Opera Company and the announced cancellation of the Spring 1957 Season of the New York City Center Opera Company. These two situations clearly illustrate the function of AGMA in this field

by Hyman R. Faine  
National Executive Secretary

and the absolute necessity of a union's being available to the individual performers in order to protect their interests and their play-or-pay contracts. In all its policies and actions, AGMA has attempted to encourage existing operatic companies as well as any new enterprises and, I feel, has always worked out the most flexible Basic Agreement consistent with the interests of the membership. Nevertheless, when a crisis does develop, the AGMA Basic Agreement and individual contracts, as well as AGMA itself, are the shields of the performers when disaster strikes an operatic company. I cannot emphasize too much, therefore, how important it is for AGMA members *not* to appear with any company unless such company has a Basic Agreement with AGMA and has signed an AGMA standard form of contract.

I feel certain that with the understanding, the cooperation and the support of all sections of the AGMA membership, whether soloists, choristers, dancers, stage directors or stage managers, the year 1957 will mark a further milestone in the ever-increasing strength and membership growth of AGMA.

May I wish you all a very Happy and Prosperous New Year.

## AGMAZINE

PUBLISHED BY AMERICAN GUILD OF MUSICAL ARTISTS, A. F. L. - C. I. O.

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SANDRA MUNSELL, *Editor*

VOLUME IX, NO. 2

JANUARY, 1957

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# Two Suspensions Emphasize Members Responsibilities

The Board of Governors of AGMA has in recent months held two hearings where members have been charged by their employers with breach of contract. The nature of these charges is such that they concern all members of AGMA. As all members should know, authority is given to the Board of Governors by the AGMA Constitution and By-Laws, Article V, Section 1, to invoke disciplinary sanctions against a member who commits any act which in the opinion of the Board is prejudicial to the welfare of AGMA or to any of AGMA's members.

The first of the hearings was held on November 5th and involved the charges brought by Ballet Theatre Foundation, Inc. against Ivan Allen. At the second, November 19th, the New York City Ballet Opera Company brought charges against Yolanda Antoine.

Both hearings were held in the manner prescribed by the Constitution and By-Laws. Charges were furnished to them in writing, at least ten days prior to the hearing. They were advised of their right to obtain counsel. Both appeared at their hearings, where they testified in their own behalf. They also were able to hear the testimony of the representatives of their respective employers, whom they could cross-examine.

The Board of Governors found Mr. Allen guilty of an act prejudicial to the welfare of AGMA and AGMA members. Mr. Allen was suspended from AGMA

membership effective immediately, for the period up to June 30, 1957.

Mis Antoine was found to be guilty of a similar act, and she was suspended from AGMA membership for a period of three months.

The duties and obligations of both the artist and the employer are set forth in the individual contracts and the AGMA Basic Agreement. A "pay or play" contract requires the employer to fulfill his obligations, which AGMA would seek to enforce if violated by the employer. Similarly, the artist's obligation is to perform and live up to his contract and the AGMA Basic Agreement.

Many times employers say to AGMA, "You come chasing us as soon as one of your members claims we owe them some money or we broke the contract, but what do you do when one of your own members breaks his contract with us? This contract can't always be held against us! Don't we have any rights, or is this contract to be a one-way street only?"

There can be no doubt in anyone's mind of the seriousness with which such breaches of contract must be regarded. One or two key performers who walk off the job, can cause a whole company to close down, and cause all of the other members to become unemployed. Another consequence is the necessity for extra rehearsals called under short no-

tice, which can result in harm to the artists, because of the burden of these additional rehearsals. Further, the performances may not measure up to the best of standards, and the resultant criticism can harm not only the employer, but all of the performers who appear in such performances.

There can be other consequences, and we are sure that you can think of them. Irresponsible actions of an artist are constantly a sore point at union negotiations for a new contract. Why, the union is asked, should the employer be made to feel responsible to the artists, and the whole company, when some of the artists themselves do not care about their own responsibilities to the employer and their fellow artists?

We think the point is clear. You are responsible individuals. You are responsible for your own deeds — you can be held accountable. More important, you should recognize and live up to your responsibilities as called for in your AGMA contract.

On the other hand, recognize the responsibilities of the employer to you as set forth in the AGMA contract. He, too, is accountable, and responsible. Your union can operate at its best when these mutual responsibilities are recognized by you, for then it can steadily achieve improvements toward the goals you, as artists, are striving for.

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## "Times" Praises Union Cooperation on UN Day

"CONCERT, TELEVIEWED BY WOR, IS CIVILIZED RESPITE FROM USUAL VIDEO FARE" was the headline over Jack Gould's column in the New York Times on October 25th. The paper's television and radio columnist was referring to the broadcast of the United Nations Day concert by the New York Philharmonic Symphony.

Mr. Gould wrote "Why in the world the television medium, so desperate for things to do, should not give more heed to the rich store of classical music seems more baffling than ever.

"The telecast proved how silly it is to argue that classical music fare is not suited to the camera; one might similarly contend that thousands of people are foolish because they want to attend a concert in person. In the close-ups of the faces of Hugh Ross and Dimitri Mitropoulos, who shared the conducting honors; in the scenes of individual segments of the orchestra and chorus, and in the broad perspective of the whole magnificent setting at the U. N. there was superb

television for the eye as well as the ear.

"Incidentally thanks also must go to the craft unions for their cooperation in making the telecast economically possible. Surely there must be a way of arranging for further concerts on television without waiting until next year's United Nations Day."

AGMA, as one of the craft unions whose cooperation made possible this telecast and concert, lost no time in thanking Mr. Gould. Hy Faine's letter to the columnist reads:

"This morning I read your comments on the United Nations Day Concert last night. Personally and on behalf of the American Guild of Musical Artists, may I thank you for giving credit to the craft unions in their cooperation with this telecast and broadcast. The American Guild of Musical Artists occasionally gets taken to task for allegedly being uncooperative with musical organizations or because its position is considered detrimental to serious music in the United

States. It is therefore most welcome to get this kind of public credit.

"But more important than that, I want to express my appreciation for your statements deploring the absence of classical music on television. Outside of programs such as the "Voice of Firestone" or "Omnibus," there is such a dearth of good music on television that it is a crime against the listener and against the American musical artists. In a medium which has thousands of hours available to it, and so much of which are used for run-of-the-mill films and quiz shows, it's a tragedy that room cannot be found for at least one program of classical music a day on each station. I am sure that there are more listeners for good music than there are for many of the programs one sees these days on the screen."

To which every member of AGMA . . . everyone in the musical field . . . everyone to whom music is an important means of fulfillment, whether as a performer or a listener, adds a fervent "Amen."

## AGMA OPERA JURISDICTION RESTATED

AGMA feels it important to restate for the benefit of soloists and other members, as well as the concert managements and potential producers of opera, the scope of AGMA's jurisdiction in the operatic field. Last February, the Board of Governors sent out a memorandum to concert managers and managements on this problem and the matter was written up in the March 1956 issue of AGMA-ZINE.

Since then a number of managements have raised questions about this whole problem and it, therefore, becomes important to restate it.

As the memo of February 1956 stated, AGMA has jurisdiction over opera performances whether done in concert or production form.

Engagements for artists in opera must be under the terms of a Basic Agreement, negotiated between the Producer and AGMA.

Artists who accept such engagements without such agreement or without a waiver from AGMA are subject to disciplinary action by the Board of Governors.

By Producer is meant an individual, an organization, or a symphony orchestra.

AGMA's jurisdiction includes any form of opera performances whether cut, with or without scenery, with or without orchestra, and with or without costumes. AGMA has been very flexible in working out Basic Agreements with all producers irrespective of the type of versions of opera they present. This is particularly true in the case of symphony orchestras where AGMA has agreed to cover the whole production or just the AGMA members employed and has made many concessions, in permitting the use of local choruses with AGMA members. The important thing to stress is that AGMA retains the jurisdiction over this field, that some form of contract must be negotiated with the opera producer before AGMA members may appear with that producer, and that the AGMA member must be signed for that engagement on a standard AGMA Opera Performance Contract.

Equally important is the problem of commission to be charged by the managers for these engagements. It is AGMA's position that irrespective of the form of the opera production, the commission that may be charged by a manager and the only commission an AGMA member may pay is the normal operatic commission of 10%. This last point has been objected to by a number of man-

(Continued on page 5)

## American Guild of Musical Artists, Inc. FINANCIAL STATEMENT

*Statement of Operating Receipts and Disbursements  
For the Fiscal Year Ended  
September 30, 1956*

RECEIPTS:		
Initiation Fees .....		\$ 15,064.66
Dues: Active Soloists .....	\$28,255.45	
Choristers .....	18,640.12	
Dancers .....	10,452.35	
Associate Soloists .....	9,311.67	
Choristers .....	9,496.21	
Dancers .....	9,725.54	85,881.34
Working Permits .....		3,827.79
Contract Forms .....		372.65
		<u>\$105,146.44</u>
Interest Income .....		451.38
Other Receipts .....		498.39
		<u>498.39</u>
<b>TOTAL RECEIPTS</b>		<b>\$106,096.21</b>
DISBURSEMENTS:		
Office Salaries .....	\$38,945.00	
Printing and Mimeographing .....	194.78	
Stationery and Office Supplies .....	3,305.59	
Rent .....	3,600.00	
Telephone and Telegraph .....	3,507.59	
Postage .....	1,926.42	
Light, Water and Towel Supply .....	381.61	
Press Clippings .....	258.09	
Insurance Expense .....	236.56	
Miscellaneous Expense .....	1,219.38	
Repairs and Maintenance .....	368.32	
Bank Charges .....	52.50	
Dues, Subscriptions and Periodicals .....	343.25	
Auditing Fees .....	1,000.00	
Arbitration Fees .....	350.00	
Legal Fees .....	6,950.00	
Disbursements — Legal .....	339.49	
Meeting Expenses .....	65.00	
Traveling Expenses .....	1,334.44	
Delegate Expenses .....	438.34	
Office Expenses:		
Los Angeles .....	11,662.09	
Chicago .....	1,976.34	
San Francisco .....	1,628.63	
Philadelphia .....	741.30	
Per Capita Tax to AAAA .....	1,482.25	
Group Life Insurance .....	12,978.48	
Agmazine Expense .....	1,962.81	
Handbook Expense .....	908.40	
Federal Unemployment Tax .....	87.22	
Federal Old Age Benefit Tax .....	747.70	
New York State Unemployment Tax .....	129.05	
New York State Disability Benefits .....	74.35	
California Unemployment Insurance .....	126.72	
Contributions to Cooper Union Operas .....	—	
Furniture and Fixtures Purchased .....	—	
<b>TOTAL DISBURSEMENTS</b>		<b>\$ 99,321.70</b>
<b>EXCESS OF RECEIPTS OVER DISBURSEMENTS</b>		<b>\$ 6,774.51</b>

## AMERICAN GUILD OF MUSICAL ARTISTS, INC.

### Statement of Assets and Liabilities

as of September 30, 1956

#### ASSETS:

##### Cash in Banks and on Hand:

Manufacturers Trust Company, New York City:		
Regular Account .....	\$57,512.90	
Special Interest Accounts .....	20,852.86	\$78,365.76
Security—First National Bank of Los Angeles,		
California:		
Membership Account .....	17.25	
Office Account .....	181.90	199.15
Petty Cash—New York .....		200.00
<b>TOTAL CASH IN BANKS AND ON HAND</b>		<b>\$78,764.91</b>
Sundry Receivable .....		75.00
Rent Deposit—New York Office .....		1,000.00
Furniture and Fixtures—Nominal Value .....		1.00

##### Security Funds and Bonds:

Manufacturers Trust Company, New York City:		
Claim Adjustment Account .....	\$ 3,318.20	
Security Deposit Account .....	\$25,443.00	
Custodian Account .....	24,500.00	49,943.00
Security—First National Bank of Los Angeles,		
California:		
Security Bond Account .....	785.00	
Total Security Funds and Bonds—Contra		54,046.20
<b>TOTAL ASSETS</b>		<b>\$133,887.11</b>

#### LIABILITIES:

Sundry Payables .....\$ 60.25

##### Taxes Payable:

Federal Withholding and Old Age		
Benefit Tax .....	\$ 842.50	
New York State Disability Benefits .....	28.76	
California State Unemployment		
Insurance .....	4.55	875.81
Claim Adjustments Payable—Contra		3,318.20
Security Deposits Payable		
New York .....	\$49,943.00	
Los Angeles .....	785.00	50,728.00

**TOTAL LIABILITIES** **\$54,982.26**

**EXCESS OF ASSETS OVER LIABILITIES** **\$78,904.85**

## A Word to Concert Artists

Another clause in the current AGMA-Managers Basic Agreement is called to your attention in this issue, continuing the feature begun in AGMAZINE four issues ago. Many concert artists may not be aware of the provisions in the Basic Agreement which are put in for their benefit.

Do you know that in certain specific instances a concert artist is permitted to deduct railroad fare for himself and his accompanist from his fee and that the manager is then entitled to collect his commission only on the remainder of the fee? Such a provision is contained in the Basic Agreement with all AGMA managers. It is quoted in full, below:

“In the case of single engagements (1) booked by the Manager without the specific written consent of the Artist, as to such specific single engagements; (2) which are to be performed more than seven (7) days before or more than seven (7) days after the next preceding and the next succeeding engagements of the Artist and (3) the performance necessitates the Artist's traveling more than two hundred fifty (250) miles from New York City or the place where he is sojourning preceding the engagement, whichever is nearer the place of engagement; the railroad fare for the mileage in excess of two hundred fifty (250) miles for the Artist and his accompanist, if any, shall be deducted from the fee for such engagement before Manager's commission is computed upon that engagement.”

Previous issues of AGMAZINE have told about excluding payments of commission on the transportation amount in operatic and ballet performances; about certain situations where commissions on concert fees may be lowered from 20% to 18%; about the prohibition of a manager's collecting commissions on a minimum fee under the then current collective bargaining agreement between AGMA and the artist's manager; and about the right of an artist to terminate his management contract under certain conditions contained in the Basic Agreement.

Please feel free at any time to call your AGMA office to obtain the benefit of your union's knowledge of the contract, as well as the advice of its legal counsel.

## Opera Jurisdiction

(Continued from page 4)

agers who claim that concert versions of opera are not opera performances and are similar to other concert engagements and, therefore, that they may charge a 20% commission. This AGMA disagrees with very strongly and AGMA members are urged to report any violation of this rule and are warned not to agree to any different commission. If there is a dispute involved between AGMA and the managers or between an AGMA member and his manager as to what is or is not an operatic production, such dispute ultimately may have to go to arbitration. In the meantime, the above rules are the rules which apply to AGMA members and to which AGMA members must adhere.

## Good News

Barbara (Lloyd) and Erik Kessler are the beaming-with-pride parents of newcomer Erika Leslie Kessler, who was born in New York on November 22nd.

Another happy duo with glad tidings to report: Jacques d'Amboise and his wife, Carolyn (Geogre) have added a little d'Amboise. His name is Geogre and he made his debut in New York City on November 1st.

Wedding bells rang December 15th and Florence Stillman and Walter Weintraub answered them with “I do!” The couple honeymooned in Florida before settling down to married life.

## Backstage Noises



The initial tour of the N. B. C. Opera Company, just completed, has turned up more than the anticipated number of legends and "incidents."

To begin with, the two operas presented were in English. Inevitably, the nature of operatic translation in general came up for discussion. When we got to the subject of clichés in English translations, the fur flew, and the time really passed.

How many of the following have you singers had to contend with? And in how many translations?

1 — "Blaze and bother," meaning "If this were not grand opera, strong language would be in order here."

2 — "Here's confusion worse confounded" or, in "The King and I" terminology, "Is a puzzlement!"

3 — Whenever the ultimate of her Job-like existence has been reached, the virtuous soprano appeals, "If my husband comes now, Heaven protect me."

4 — On the other side of the emotional scale, we find (ever so often) "O, joy, o, rapture unconfined". . . equally good for Gilbert and Sullivan parody as for operatic moments free of holocaust.

5 — Then there is the engaging series of polite and interesting gap fillers: "Well, sir," or, simply, "Sir!" (less intimate) or even "Now . . ." all remarkably handy for plugging up those one and two-syllable gaps, sadly left after the translation has been neatened up and stretched out as far as it will go.

It's probably very comforting to have these translation clichés lying about. They may be regarded as a cultural linkage between the very "old hat" and the sad-sack new.

\* \* \*

One evening, Adelaide Bishop remarked to Peter Herman Adler that a colleague was vocalizing too close to the front of the house and was, unfortunately, NOT in good voice.

At that moment, Al Heller, the assistant conductor, ran a few scales on the poor piano in the pit.

Walter Cassell piped up, "Well — he's vocalizing, too."

To which Adler drily replied, "Yes, and he's not in finger."

\* \* \*

At the psychological moment, John Kuhn brought up the old observation that every conductor should be condemned, at least once, to sing under his own baton . . .

by Emile Renan

When the company reached Bloomington, Indiana, pianist Sidney Foster (my host in that city) produced what may well be the answer to an hitherto insoluble problem.

In New York, while driving a car with Florida license plates, Sidney was rudely cut off by a cab. Fighting mad, Sidney took off after the cabbie and cut HIM off.

Subsequently both cars were stopped by a light. The cabbie inched up beside Foster and menacingly rolled down his window. Foster immediately rolled his down.

As the cabbie opened his mouth for the grim word, Sid calmly barked at him. The cabbie blinked, then prepared his snarling onslaught. But Sid barked at him again. And again. And again.

The cabbie's expression was indescribable. Dumfounded? Enraged? Confused? Astonished? As we said, it was indescribable.

The light changed and, still barking triumphantly, Sid drove off, leaving the slack-jawed cabbie motionless behind him.

\* \* \*

Edwin Biltcliffe writes of the time Fabien Savitzky came to New York to audition some musicians. He needed some orchestral parts in a hurry. So, to save time, he personally phoned in to Western Union a message to his wife in Indianapolis: "Please send parts on 'Pines of Rome.'"

Mr. Savitzky has a heavy Russian accent. Perhaps he ought not to have been surprised when his wife phoned that evening.

Knowing him to be a tee-totaller, she was seeking to verify a strange telegram which read somewhat as follows:

"Please send pots and pints of rum."

\* \* \*

There is a mournful but typical tale which closes this issue's proceedings.

Ernest McChesney puts it this way:

A substitute baritone, unfamiliar with the music, had to start a sequence upon which McChesney depended for his first entrance.

Repeatedly the flustered baritone missed his upbeat first note. Patiently, the conductor said, "It's only an upbeat. Relax, please, and try again."

It was no use, and the unfortunate baritone sensed it.

And so, in desperation, he turned to the conductor and begged, "Maestro, if you'd only give me a DOWNBEAT on that upbeat, I'm sure I'd get it."

\* \* \*

Let's hear from YOU!

— EMILE RENAN

## New Proposal on Chorister Employment

The problem of securing Basic Agreements with symphony orchestras, so that AGMA choristers would be employed when choral works are programmed, has been occupying the concentrated attention of AGMA's National Executive Secretary over the years and at the November meeting of the Board of Governors, he presented a formula which is now being studied by chorister members of AGMA.

In studying Hy Faine's proposal, the Board reviewed the background on AGMA's negotiations with orchestras, which came about originally as a result of the orchestras' presenting concert versions of operas or choral works, using groups under AGMA Basic Agreements.

AGMA has had few such Agreements with symphony associations. The Guild does have a working arrangement with the Symphony Orchestra of Los Angeles, a good working relationship with the Hollywood Bowl, a contract with the Little Orchestra Society and with the Lewisohn Stadium. When orchestras, which had been using amateur choral groups, began using choral groups such as the Robert Shaw Chorale, they came into contact with AGMA. When they did, they began to figure what it had cost them before and what it would cost under union conditions, and they resisted a contract with AGMA.

It is obvious that if AGMA is to protect the job opportunities for its choristers, it must have Basic Agreements with orchestras, and yet must make such contracts realistic, in terms of the orchestras' budgets. Hy Faine therefore proposed an intermediate program, which the Board authorized him to offer to AGMA choral members in Philadelphia, Chicago and San Francisco, through AGMA's Local Executive Committees.

These three localities were selected as a beginning; the entire problem has to be treated differently in New York City and other cities, and also differently in cities where there are AGMA members and in those where there are no AGMA members.

AGMA choral members in the three cities mentioned will be asked to consent in principle to have AGMA negotiate the following arrangement:

AGMA would try to get the orchestras in these cities to use AGMA choristers and to work under an AGMA contract for at least one week in the 1957-58 season. In order to meet the problem of costs, AGMA would urge its choristers

(Continued on Page 8)

# Managements Under AGMA Agreements

The following companies have negotiated Basic Agreements with AGMA for the 1956-57 season.

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

## OPERA

Amato Opera Theatre  
American Opera Society, Inc.  
Baltimore Civic Opera Co.  
Cafarelli Opera Company  
Central City Opera Assn.  
Chattanooga Opera Assn.  
Chautauqua Institution  
Choral Society of Jacksonville  
Cincinnati Summer Opera Assn.  
City Center of Music and Drama  
Connecticut Opera Assn.  
Cosmopolitan Opera Co., San Francisco  
Clarence E. Cramer — Opera Festival  
Doolittle, James-Greek Theatre Assn.  
Educational Opera Company  
Empire State Music Festival, Inc.  
Festival of Faith and Freedom Committee  
Florentine Opera Co. of Milwaukee  
Fort Worth Opera Assn.  
Fujiwara Opera Company  
Greater Denver Opera Assn.  
Guild Opera Company  
Hollywood Bowl Association  
Houston Grand Opera Association  
Jackson Opera Guild  
Lincoln Concerts Attractions  
Long Island Opera Company, Inc.  
Los Angeles Conservatory of Music and Arts  
Lyric Theatre of Chicago  
Thomas Martin — Evening with Johann Strauss  
Metro Lyric Grand Opera Co.  
Metropolitan Opera Assn.  
Mobile Opera Guild  
National Negro Opera Foundation, Inc.  
N. B. C. Opera Company  
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 Grand Opera Co.  
Pittsburgh Opera, Inc.  
Albert Rosinger  
Salmaggi Opera & Concerts Association  
Salmaggi Grand Opera Assn.  
San Francisco Opera Assn.  
Shreveport Civic Opera Association  
St. Paul Civic Opera Assn.  
Sun State Opera Federation, Tampa  
Tulsa Opera, Inc.  
Turnau Opera Players  
University of Puerto Rico  
University of Utah Theatre

## BALLET

Ballet Russe de Monte Carlo  
Ballet Theatre  
Chicago Ballet  
Kolo Ballet  
Kovach-Rabovsky  
Lola Montes  
New York City Ballet Company  
New York Negro Ballet  
Paris Ballet  
Royal Danish Ballet  
San Francisco Ballet

## CHORUS

Bach Aria Group  
Concert Choir  
Concertmen  
De Paur Infantry Chorus  
New York Pro Musica Antiqua  
Robert Shaw Chorale  
Rossin-Walters Productions  
Schola Cantorum

## SYMPHONY ASSOCIATIONS

Cincinnati Symphony Orchestra  
Kansas City Philharmonic Association  
Grand Rapids Symphony Orchestra  
Little Orchestra Society  
Phoenix Theatre  
Rhode Island Philharmonic Orchestra  
St. Louis Symphony Orchestra  
Southern California Symphony Assn.  
(Los Angeles Philharmonic)  
Stadium Concerts Inc.  
Toledo Symphony Orchestra  
Symphony Society of San Antonio  
Washington Square Association  
West Coast Opera Theatre

## CONCERT MANAGERMENTS

Jack Adams  
113 West 57th Street  
New York City 19  
Kenneth Allen Associates, Inc.  
113 West 57th Street  
New York City 19  
Laura Arnold  
545 Fifth Avenue  
New York City 36  
Roberta Bailey Concert Management  
345 Riverside Drive  
New York City  
Herbert Barrett  
250 West 57th Street  
New York City 19  
Bel Canto Theatrical Agency  
(Marie B. Sullam)  
55 West 42nd Street  
New York City  
David J. Bethea Theatrical Enterprises  
243 West 125 Street  
New York City 27  
Colbert-LaBerge Concert Management  
105 West 55th Street  
New York City 19  
Columbia Artists Management Inc.  
(including Community Concerts)  
113 West 57th Street  
New York City 19  
Concert Associates  
36 West 57th Street  
New York City  
Giorgio D'Andria  
National Opera Company  
1005 Carnegie Hall  
New York City 19  
Elwood Emerick  
342 Madison Avenue  
New York City 17  
Frank L. Esternaux Agency  
(Central Artists Management, Inc.)  
113 West 57th Street  
The Friedberg Management  
113 West 57th Street  
New York City 19  
Sylvia Hahlo Theatrical Agency  
113 West 57th Street  
New York City 19  
Hans J. Hofmann  
200 West 58th Street  
New York City 19  
Hurok Attractions, Inc.  
711 Fifth Avenue  
New York City 22  
Inter-Allied Artists Corp.  
119 West 57th Street  
New York City 19  
Lauren-Walden Associates, 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  
Matthews-Birkin Associates  
522 Fifth Avenue  
New York City  
Meyer Management Corporation  
335 West 49th Street  
New York City 19  
William Morris Agency  
1740 Broadway  
New York City 19  
Musical Artists  
Susan Pimsleur  
119 West 57th Street  
New York City 19  
National Concert and Artists Corp.  
711 Fifth Avenue  
New York City 22  
Emmy Niclas  
147 West 55th Street  
New York City 19  
Ralph A. Rogers Associates  
6533 Hollywood Boulevard, #201  
Los Angeles 28, California  
David W. Rubin  
Artists Management Inc.  
113 West 57th Street  
New York City 19  
Felix W. Salmaggi Associates  
511 Fifth Avenue  
New York City  
William L. Stein, Inc.  
113 West 57th Street  
New York City 19  
Olga Troughton  
1270 Sixth Avenue  
New York City 20  
Vincent Attractions, Inc.  
119 West 57th Street  
New York City 19  
WCB Artists and Concert Management  
236 West 55th Street  
New York City 19  
Roland A. Wilford Associates, Inc.  
119 West 57th Street  
New York City 19  
Carl Yost  
789 Madison Avenue  
New York City 21  
Ojai Festival

## OTHER

## CHORISTER PROPOSAL

(Continued from Page 6)

to learn and rehearse that specific work on their own time, with AGMA paying for the cost of coach, piano and rehearsal hall. This would be a proper expense for the Guild to undertake and would be a fair concession for the members to make, in order to begin the process of unionization of the orchestras.

Thus, in return for AGMA members' rehearsing a specific work or works of the orchestra program for next season, which rehearsal would be uncompensated and for which AGMA would pay rehearsal costs, the orchestra would agree to pay performance and orchestral rehearsal fees and to guarantee to each chorister taking part in the free rehearsals, a specific engagement.

The proposal has many advantages:

(1) It meets the orchestras half way on the cost;

(2) It doesn't deprive the orchestras of community support which they get by using local amateur groups;

(3) In the event it becomes necessary, AGMA can go to the soloists and say, on behalf of the choristers, that the choristers are willing to make a sacrifice by giving up their time to learn choral works programmed. In return, the choristers would be justified in asking the soloists to support them in a final show-down with the orchestras if the latter refuse to go along with this program.

With respect to the New York Philharmonic, the Board, at this same meeting, instructed Hy Faine to try to secure the best possible contract for the 1957-58 season and submit it to the Board for its approval before final agreement. It is Hy Faine's feeling that something can be worked out with that organization whereby all rehearsals would be paid for but again the number of works in which union choristers appeared would be limited to something less than 100%

## Voice of America Tape Use Clarified

The matter of clearances of tapes of U. S. performances for use by the Voice of America has been occupying the attention of AGMA's executives of late. A Board of Governors Committee, of which Polyna Stoska was spokesman, met with Evelyn Eisenstadt, Chief of the Copyright Clearance Service of the United States Information Agency in an effort to work out some method whereby last minute requests for clearance would be avoided.

Accordingly, the Board proposed that AGMA conclude an agreement with the U. S. I. A. as follows:

No request from them would be cleared unless AGMA is given one month's no-

tice.

No request would be cleared until AGMA has obtained a clearance from the artists involved.

In the case of choristers or ballet or other group, a 2/3 majority vote would be necessary before agreement to the use of the recording could be given.

In her letter of confirmation of these points, Miss Eisenstadt wrote "AGMA's cooperation is considered a most important element in the successful development of the Government's aims in the field of international information, and the cooperation of the Union and its members is most commendable and appreciated."

of the programs. In other words, he felt AGMA might be able to get a certain amount of work for choristers with the orchestra. This is a matter of slow process to make progress and gradually bring about unionization of the New York Philharmonic.

The next issue of AGMAZine will inform you of progress in this vital matter which concerns all members of AGMA . . . the employment of professional choristers.

## Tanaquil LeClercq

The dance world was stunned to learn that Tanaquil LeClercq had been stricken with poliomyelitis while on a European tour with the New York City Ballet. Treatment was begun immediately in Copenhagen, where the dancer was taken ill, and AGMA cabled George Balanchine, Tanaquil's husband, "SHOCKED AT THE NEWS. ALL OF AGMA WISH TANAQUIL COMPLETE AND FAST RECOVERY."

While the doctors naturally would

make no predictions, a number of other dancers have made recoveries from this disease. As John Martin wrote in the "New York Times" when word came at Thanksgiving time that Tanaquil had been pronounced definitely out of danger, "Those of us who have watched her grow from the very beginning of her career in the ballet will be impatient for her return but we shall be waiting with high expectancy, however long it may take."

## DECEASED

AGMA reports with regret the passing of three members.

*Max Lexandrowitsch*, for fourteen seasons with the Metropolitan Opera chorus, died on November 25th.

*James Logan*, chorister, of Pittsburgh, passed away on November 10th.

*Eleanor Mackinlay* of Chicago, a vocalist, died on August 5th.

To the families and friends of these, our colleagues, AGMA extends its most sincere condolences.

AMERICAN GUILD OF MUSICAL ARTISTS

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