

# AGMAZINE

VOLUME IX, NO. 5

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

JUNE, 1957

## Gala Dinner Climaxes 3-Day Conference

Grand Ballroom, Hotel Roosevelt

### Greetings

1	John Brownlee, President	1
	Lawrence Tibbett, Honorary President	
	Guest of Honor	
	The Honorable Jacob K. Javits	
	United States Senator	
9	John Cameron Swayze, Toastmaster	9
	"Latticini Freschi"	
	A satirical revue produced and directed by	
	Max Leavitt	
3	Presentation of Awards for Service to Music and Dance	5
	Lincoln Kirstein	
	William S. Paley	
	Chairman of the Board, Columbia Broadcasting System, Inc.	
7	David Sarnoff	7
	Chairman of the Board, Radio Corporation of America	
	Texaco	

Couvert \$5.00

Dress Optional

## A 20-Year Review by AGMA's President John Brownlee



It has been said that AMGA originated on a golf course in New Jersey between a "mashie" and a "niblick" wielded by Lawrence Tibbett, Frank Chapman and Gladys Swarthout.

Officially, however, the organization was declared to be in existence at 4:35 p.m. on Thursday, March 11, 1936. The internationally known artists present on the occasion of AGMA's beginning were:

Eva Gauthier, Alma Gluck, Queena Mario, Jascha Heifetz, Gladys Swarthout, Lawrence Tibbett, Richard Bonelli, William M. Daly, Frank Chapman, Frank Sheridan, Charles Hackett, Frederick Jagel, Deems Taylor, Mario Chamlee, James Melton, Don Voorhees, Stewart Willie, Frank LaForge and Leo Fischer.

AGMA arose from a deep-seated desire and a need on the part of musical artists in the United States to join together to protect their common interests.

It was hoped that through the organization of AGMA, it would be possible to eliminate many of the unfair practices and abuses which were detrimental to the artists; and it was the intention of AGMA to engage in related activities to promote the common aims and interests

(Continued on page 3)

## Party Time

All AGMA members are cordially invited to be guests at a Cocktail Meeting to honor the "FOUNDING FATHERS" on the 20th Anniversary of AMERICAN GUILD OF MUSICAL ARTISTS, Tuesday, June 11th, in the Palm Terrace, Hotel Roosevelt, New York City. Members 3:00 P.M.

Invited Guests 5:00 P.M.

Please reserve \_\_\_\_\_ tickets for the 20th Anniversary Dinner of the AMERICAN GUILD OF MUSICAL ARTISTS on Wednesday evening, June 12th at 7:30 P.M. at the Roosevelt Hotel, 45th Street and Madison Avenue.

My guests will be:

Enclosed is check for \_\_\_\_\_ reservations at \$5.00 per person.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please be informed that I intend to be present at the Panel Discussions at Steinway Hall, 113 W. 57th St., N. Y. C.

June 11th       June 12th (A.M.)       June 12th (P.M.)

I plan to bring \_\_\_\_\_ guests.

Name: \_\_\_\_\_

**In order to make attendance at the dinner possible for all, your Guild is absorbing the difference between the ticket price of \$5.00 per person and the actual cost of the dinner.**

**You may make your dinner reservation by using the form reproduced here and sending it, with your check or money order, to the Dinner Committee, at AGMA's New York office. Please make checks or money orders payable to the American Guild of Musical Artists.**

## "WHAT'S THE SCORE?"



A score, I'm sure all of you know, is 20 years, and in June, 1957 AGMA will be celebrating 20 years of existence. A score is also an achievement mark and in June, 1957 AGMA will proudly be celebrating its

many achievements and tremendous gains.

Elsewhere in this issue, we have outlined a short history of AGMA, its beginnings, its struggles and its accomplishments. Therefore, I do not need to go into the substantial increases in performance and rehearsal compensation and the improved working conditions which have taken place for singers and dancers. Nor do I need to detail the marked improvements obtained for concert artists in the all-important artist management Basic contract and individual agreements. To me, the most important achievement of AGMA is the sense of dignity which AGMA members have attained tangibly through the day to day work of AGMA or in an intangible way, simply because AGMA is today a reality.

Prior to the establishment of AGMA, an artist, in negotiating his contract, depended largely upon his own popularity, sometimes upon the amount of money he was able to pay under the table, but mostly on how much the employer needed him at that particular moment. The result of this individual give-and-take varied from engagement to engagement and was always unpredictable. Today, when he bargains, the artist starts with the knowledge that the employer must pay him at least the AGMA minimum. What his own negotiating efforts will then produce will be the difference between that minimum and his own individual worth as a performer. In other words, AGMA minimum rates and conditions enable an individual performer to be compensated on the basis of his own true artistic worth.

AGMA has also brought to the artist the dignity of knowing beforehand how and when he will be paid, and the certainty that the contractual bargain he has made will be lived up to. This type of dignity cannot be measured only in terms of money. It is measured more by the peace of mind and confidence it brings to the performer. When an artist does

not have to worry as to how much, and when, and if, he will be paid, he can concentrate his mind and art on his performance and transmit to his audience all of the unique artistry that is his.

One important fact has been proven by AGMA's continued existence for 20 years. It is that artists, whose core and very being is their own individuality and talent, can work together; it has been proven that, if necessary, they can sacrifice for the good, not only of themselves, but of others as well. This proposition, now so self-evident, was the great challenge facing the "Founding Fathers" of AGMA in 1937. The skeptics believed that while a union of artists, choristers, and dancers might be necessary, the artists would never be able to achieve it; would never be able to strive together. It is to the everlasting credit of the "Founding Fathers" that not only did they disprove this proposition by their own activity but they were able to show the fallacy of it by organizing AGMA. This, possibly then, is the greatest achievement of AGMA: the fact that individual performers can increase the dignity and the worth of their own individ-

uality, while at the same time, increasing the worth and the dignity of all others in their profession.

Twenty years is not too long a period. To have achieved the stature and the dignity which AGMA as an organization now has, to be held in respect by other unions, employers, impressarios, and managers, these are things of which all AGMA members can justly be proud. The impression, all too prevalent, that further achievements are now more easily obtained than ever before is not true at all. In fact, further and continued progress of AGMA on behalf of its members will require on the part of all members a proportionately greater effort, greater devotion, greater loyalty, and greater self-discipline than has ever been necessary before. The Anniversary that we are celebrating this year gives all of us the opportunity to re-examine the past, analyze the present, and plan for the future. This triple objective will be the purpose of the 20th Anniversary Conference, and must continue to be the guiding objective of the members, the Board of Governors and the officers of AGMA in the next 20 years.

### AGMAZINE

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A. F. L. - C. I. O., 247 West 46th Street, New York City

SANDRA MUNSELL, *Editor*

VOLUME IX, NO. 5

JUNE, 1957

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## 1937 - American Guild of Musical Artists - 1957

# Official Program 20th Anniversary Celebration

Monday, June 10, 1957

10:00 A. M. to 1:00 P. M.  
2:00 P. M. to 5:00 P. M.

at the Madison Room, Hotel Roosevelt  
45th Street and Madison Avenue, New York City

Discussion of Union Business to which Delegates, Officers and Members of the Board of Governors only are invited

Tuesday, June 11, 1957

10:00 A. M. to 1:00 P. M.

Panel Discussion I

**"The Concert Artist's Need for a Growing Public"**

at Steinway Hall,  
113 West 57th Street, New York City

**Moderator:** Jay S. Harrison, Music Editor and Critic,  
"New York Herald-Tribune"

**Panelists**

Frederick C. Schang, President of Columbia Artists Management, Inc.; David Rubin; Patrick Hayes; Goddard Lieberman, President, Columbia Records; Leonard DePaur; Seymour Lipkin.

3:00 P. M. to 7:00 P. M.

Palm Terrace Room,  
Hotel Roosevelt

General Membership meeting followed by a cocktail party to honor the "Founding Fathers." Open to AGMA Members and Invited Guests only. Membership meeting begins at 3:00 P. M. Cocktails at 5:00 P. M.

Wednesday, June 12, 1957

10:00 A. M. to 1:00 P. M.

Panel Discussion II

**"The Lyric Theatre on the American Scene"**

at Steinway Hall

**Moderator:** Irving Kolodin, Music Editor "Saturday Review"

**Panelists**

Norman Dello Joio; Agnes DeMille; Regina Resnik; Peter Herman Adler, Musical Director, NBC Opera; Elemer Nagy, Hartt College of Music; Arthur G. Klein, Justice, New York Supreme Court.

2:00 P. M. to 5:00 P. M.

Panel Discussion III

at Steinway Hall

**"The American Artist in the International Scene"**

**Moderator:** Emily Coleman, Music Editor, "Newsweek"

**Panelists**

Roland Hayes; Robert C. Schnitzer, General Manager of the International Exchange Program of ANTA; Gertrude G. Cameron, International Education Exchange Service, Department of State; Eleanor Steber; Marcel Prawy, Executive Producer, Volksoper, Vienna; Muriel Rahn; Polyna Stoska.

ALL PANEL DISCUSSIONS ARE OPEN TO THE PUBLIC

7:00 P. M.

Gala Dinner

Grand Ballroom, Hotel Roosevelt

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## AGMA's President Reviews 20 Years of Progress (Continued from page 1)

of the artists and to improve the condition of the musical arts and the dissemination of musical culture. The glamour of the profession and the highly electrified nature of the personalities of the artists tended, by their brilliance, to blot out the economic and social problems which musical artists in the United States have had and continue to have. The dress suit and the stage costume have tended to obscure the physical body inside the artist which needs sustenance and protection. The high fees of the top-notch artists make one forget the hundreds of lesser or aspiring artists who struggle daily for their economic and artistic subsistence. To protect the economic man in the artist in his relationship with the impresario, the concert manager and others in the field of opera, concert and ballet, AGMA was founded and continues to flourish.

Prior to the organization of AGMA, many serious abuses existed in the musical profession, to which practically every artist, irrespective of his eminence as a performer, was subjected. Artists were required to pay excessive commissions

on bookings and on promotional expenses to managers. They were booked for engagements without adequate guarantees as to fees and expenses. They were required to employ managers to represent them as agents under exclusive contracts without adequate protection. There was no effective safeguard to insure proper and adequate accountings to the artists of the earnings to which they were entitled.

AGMA made quick progress following its organization. It filled a need which had never been met by any other organization. It has succeeded in eliminating many of the most serious abuses to which artists in the musical profession had been subjected for many years.

AGMA was founded as an organization of solo musical artists, numbering among its members: Lawrence Tibbett, Jascha Heifetz, Alma Gluck, Deems Taylor, Richard Bonelli, Frank Chapman, Gladys Swarthout, Frank LaForge, George Gershwin, Richard Crooks, James Melton, Fred Waring, Efrem Zimbalist, Paul Whiteman, Lauritz Melchior, Lily Pons and many others. AGMA, in

successive series of growth, embraced not only solo musical artists but all performers in the opera, ballet, oratorio, concert and recital fields.

Originally an independent organization, AGMA, on August 30, 1937, became affiliated with the ASSOCIATED ACTORS AND ARTISTES OF AMERICA, popularly known as the FOUR A'S. The FOUR A'S is an international organization, organized in 1919, when it became affiliated with the American Federation of Labor. Its charter from the American Federation of Labor gives it exclusive jurisdiction over actors, artistes and performers in all branches of the entertainment arts. Under the terms of AGMA's affiliation with the FOUR A'S, AGMA became a branch of the FOUR A'S and was granted and acquired sole and exclusive jurisdiction in the field of concert, recital, oratorio and grand opera, including specifically jurisdiction over all concert and solo operatic singers, instrumental soloists, dancers and other performers in the field of concert, recital, oratorio and grand opera.

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## 1937 - Twentieth Anniversary Celebration - 1957

# Founding Fathers of AGMA Remind

## LAWRENCE TIBBETT

The 20th anniversary of the founding of AGMA prompts us all to look back over the past twenty years, to see what we started out to become and where we are today. Personally, I find it a deeply rewarding experience . . . this reflection on the Guild's birth and growth.

It came into being because it was necessary that it exist. The life of an artist . . . be he singer, dancer, instrumentalist . . . is a difficult one at best, and until 1937 the artist was required to delve into the "business" of being an artist . . . he had to make the best arrangements he could make for himself. If you had a head for business, as well as for art, you might do pretty well. But business acumen and artistic expression seldom go hand in hand.

It was obvious that something had to be done so that basic conditions would exist, according to the needs in each of the performing fields. In those days, there may not have been a ceiling on fees . . . and you dickered to get as much as you could . . . but there also was no floor!

Gladys Swarthout, Frank Chapman, Eva Gauthier . . . and many others . . . the list would fill page after page . . . we decided to lay that floor. We worked with our many colleagues and the membership to keep building, on that foundation, until today we have the solid structure that is your Guild.

I have had the honor of being President of AGMA for many years and today enjoy the distinction of being the Guild's Honorary President. I would like to remind you earnestly that, just as we look back over the past 20 years, so we must look ahead to the future. The Guild is the product of the time and energies, the thought, the sacrifices, of many men and women. You have them to thank for the gains which have been made for you in your working conditions, your compensation, your security. The only way they

*To report the thoughts of all of AGMA's "Founding Fathers" would fill several issues! AGMAzine therefore brings you messages from a few members of the large group of brilliant artists who stood staunchly together to establish your Guild. A number of this historic group of artists are abroad and could not be reached in time, for a statement. The busy schedules of others made it impossible for them to be represented in these pages with a message to members. But all of them deserve a thundering round of applause . . . and your most sincere gratitude.*



Lawrence Tibbett



Gladys Swarthout



Jascha Heifetz



Eva Gauthier



Frank Chapman



Elisabeth Hoepfel



Deems Taylor



Mischa Elman

want you to thank them is by taking an active part in continuing to build AGMA. It needs now . . . it will always need . . . your spirited interest, your ideas, your cooperation, your help.

## EVA GAUTHIER

Around 1935, I was invited by Henry Hadley to head a Committee for new members for a society which he wanted to establish for American composers and conductors. I accepted, and it seemed to me that, for President of such an organization, we needed one of the biggest names we could get . . . and that meant Lawrence Tibbett. He became the head of the society but it soon became apparent that without performers, a society to protect composers and conductors could not accomplish its aims. After all, what can composers do without performers? The more Larry and I talked about it and looked into the subject, the more it

seemed that the performing artists very seriously needed an organization of their own. And so, with our colleagues, we formed AGMA.

In those years, artists both big and small were taken advantage of by many managers and it was evident to all of us that if we all stood fast and acted together and insisted on certain minimum fees, and could control, ourselves, the conditions of contracts with the managers, we would achieve valuable benefits from which we would all gain.

We stood together . . . back in 1937 . . . and from those beginnings has come the AGMA we know today . . . a democratic union which has produced material gains for its members . . . which negotiates contracts with orchestras, with opera companies, with impresarios, managers, ballet companies . . . to the end that the artist will have the security and protection which he enjoys today.

## 1937 - American Guild of Musical Artists - 1957

# Members of Responsibilities



Rosa Ponselle



James Melton



Lily Pons



Lanny Ross



Cyrena Van Gordon



Richard Bonelli



Margaret Speaks



Henry Jaffe

## RICHARD BONELLI

One thing which pleases me perhaps most of all is that AGMA, like other 4-A unions, has managed to remain for these twenty years a *democratic* union, in which control and conduct of affairs have always remained in the hands of its membership. I think this is most important because, to speak frankly, any union might so easily be converted into a dictatorship of a small group or even of one person. It is vital that we continue to be vigilant in this regard, and ever diligent to see that every member takes as active a part in his union's affairs as it is possible for him to do.

"Letting George do it" is surely the easiest way to defeat the ideas and ideals shared by the "Founding Fathers" . . . namely to raise the status of all musical artists from a complete dependency upon the honesty and good will of those with whom we have to deal . . . conditions

which many of us had come to know were not always to be depended upon. Seeking such an objective today, I would certainly urge all members to cooperate with their fine group of officers and Board of Governors as well as with their executive staff, in grateful appreciation of the time and effort expended in their behalf.

Every member today has responsibility toward AGMA in the next twenty years . . . just as we founders had back in 1937. So I would say to all: Good luck, and do — and *take* — your part!

## LILY PONS

When Lawrence Tibbett, Jascha Heifetz and Gladys Swarthout asked me to serve on AGMA's first Advisory Board, I felt honored. Today, after twenty years of membership, I feel more privileged than ever to be part of an organization so universally respected.

AGMA was born of an acute need on the part of the performing musical artist. The sudden growth and development of the entertainment industry created problems with which the individual artist could not cope. The industry became so complex that the artist could no longer be merely an artist — he had to become familiar with finances and the intricacies of contracts. He needed the help of something bigger and stronger than himself. He needed an AGMA. While the vast majority of managers conformed to ethical practices, it was the occasional unscrupulous individual who made unilateral action by performers a necessity.

It is particular gratifying to belong to a truly self-governing union whose members, no matter how great or small their degree of success, have equal interest in the welfare of all.

Through the years, AGMA has been a tower of strength and, more than any other single factor, has helped the "American Artist Come of Age."

## ROSA PONSELLE

Please accept my heartiest congratulations on faithful services rendered and accomplishments over a period of two decades. AGMA's work has been of great benefit to artists, young and old, in the operatic field, as I see it. You have made great strides in the right direction and I hope most sincerely that your good work will continue.

## CYRENA VAN GORDON

AGMA affords protection against unjust impositions by management, which provided no previous curb on rehearsals. The time is now limited, so that chorus, ballet, and principals are not kept rehearsing until they are exhausted, and then forced to perform that same night or even the following night.

From my personal experience, I recall a rehearsal of Verdi's "Aida" before the grand opening of the Chicago Civic Opera one season. We had been rehearsing since 7:30 P. M. and at midnight I was called on stage to rehearse the fourth act. (I was singing the 'Amneris'). AGMA has made this kind of gruelling demand impossible!

## JAMES MELTON

When AGMA was founded in 1937, most of my activity was in radio and motion pictures. I was just beginning to pick up a few isolated dates, and remember that when Freddie Schang booked me for my first tour in 1938, he told me that the following year I would take the "deluxe" tour which meant with Pullmans!

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# 1937 - Twentieth Anniversary Celebration - 1957

# Founding Fathers' Appraisal

James Melton (Continued)

In the early days of AGMA a great deal of our discussions were taken up with the problems existing with the different opera companies, including the Metropolitan Opera. I think we spent more time on wage scales for chorus people, dancers, and minor players than on any other subject.

We delved, too, into the question of managers' commissions, and I recall when we were able to bring down the commission on Civic and Community dates to 15%, which we felt at that time to be a very constructive step. At the same time we limited any sort of concert managers' commission to 20%, and otherwise straightened out various problems that existed between management and artist. In the subsequent years I have personally had no real problem with any Manager anywhere. I expect my unruffled tours were due greatly to the fact that we did have and do have a strong union to back up the rights of the performer, and as one of the Founding Fathers of the organization, I am very proud of the benefits that AGMA has showered down upon all its members throughout the years.

## ELISABETH HOEPEL

At the time AGMA was formed, a Union for opera singers existed under the name of "Grand Opera Artists Association of America," which was founded in May, 1935. It was chartered by the American Federation of Labor through the Associated Actors and Artistes of America. I was founder and President for two terms of the GOAA. In order for AGMA to receive a charter, GOAA relinquished its charter, after many discussions and membership meetings, and both organizations merged in 1937.

It has been my great privilege as a member of AGMA's Board of Governors, and as an officer, to watch AGMA's struggles, its hardships, and its victories and steady growth. AGMA has become a splendid organization . . . a power in its field and a source of strength and protection to its members. I hope all members realize the value of their organization and support it whole-heartedly. May AGMA continue to grow and strengthen its position as a leader in the entertainment field.

## HENRY JAFFE

Prior to AGMA's advent many serious wrongs abounded in the musical profession, subjecting practically every artist,

regardless of his stature as a performer, to excessive commissions, wrongful promotional expenses, and the like. It was quite common for artists to play an engagement without adequate guarantees that they would actually receive their fees and expenses — and in many instances, after the performance had been given, the artists were not paid. AGMA's purpose was to achieve for the individual artist that which the individual artist cannot achieve for himself.

Until AGMA was formed, the solo musical artists apparently felt each of them would lose something of his or her artistic integrity by banding together to secure through collective economic strength what the individual could not secure through the exercise of his individual economic strength. But when great artists such as Lawrence Tibbett, Gladys Swarthout, and Jascha Heifetz — to mention just a few — recognized that only through union could there be strength and an eradication of the abuses then prevalent in the musical arts, other artists of similar or lesser stature recognized the benefits to be derived and joined AGMA.

Since that time, AGMA has striven with might and main to improve the working conditions and compensation of artists in all fields covered by AGMA, and despite occasional set-backs and halts, AGMA's founders and the present-day members can be proud of their union and what it has achieved both for the performer and the musical world.

## LANNY ROSS

Looking back to 1937 when concert performers first got together to pool their problems, I remember I was pretty much a beginner. I had graduated from a college, a law school, and finally the Juilliard School, and made a debut at Town Hall in 1936. Next thing I knew I was in a room with some pretty famous performers like Heifetz, Tibbett and a kindly lady named Eva Gauthier. So I listened, as artists such as these gave their time and experience to solving some of the problems that faced performers . . . chiefly problems of getting managers to realize that performers could organize for the common good.

To AGMA's great credit, even managers have come to rely on the union in all matters of fairness.

The next twenty years? Well, let's hope AGMA can do something about telling the public that concerts never have been better.

# Brownlee Review

(Continued from page 3)

## Charter

Under AGMA's charter, its jurisdiction embraced the United States, its dependencies and possessions, Canada and Central America.

In obtaining this charter in August 1937, AGMA merged with another organization which previously had held the charter for the opera field from the FOUR A'S — the Grand Opera Artists Association.

AGMA immediately plunged into an intensified campaign to organize artists throughout the country in the fields under its jurisdiction. In the fall of 1937, definite moves were made to bring dancers into the fold and at the same time the first union agreement negotiated by AGMA was signed with the Southern California Symphony Association, recognizing AGMA as the exclusive bargaining agency for all solo and chorus singers and ballet dancers, and containing provisions for minimum salaries and the elimination of commissions for booking agents. Several contracts were signed with impresarios in the East, and minimum scales were set for all performers.

In the spring of 1938, the next process of absorption that AGMA went through involved the Grand Opera Choral Alliance which had represented choristers in the opera field under a FOUR A'S charter.

On July 27, 1938, AGMA signed its first agreement with the Metropolitan Opera Association, and was thus recognized as the exclusive collective bargaining agent for all artists engaged at the Metropolitan. Simultaneously, AGMA signed a contract with the San Carlo Opera Company as well as the New York Hippodrome Opera Company.

Another major move in AGMA's efforts to protect its members and obtain for them desirable working conditions occurred in October 1938, when preliminary meetings were held between AGMA officials and representatives of Columbia Concerts Corporation and NBC Artists' Service, which later became National Concert and Artists Corporation (NCAC). This was one of AGMA's most important moves since so much of the work of AGMA members was in the concert field. The problems involved in these discussions were many, for as is well known to all concert artists, the activities of the manager can mean the difference between success and failure for the artist. The establishment by collective bargaining of the respective rights between artists and

(Continued on next page)

# 1937 - American Guild of Musical Artists - 1957

# *A Review of 20 Years of Progress by AGMA's President*

managers was one of the dominating reasons for the formation of AGMA as envisioned by Lawrence Tibbett and the other "founding fathers." Now this desire was about to be shaped into the concrete form of a Basic Agreement between AGMA and the leading concert managers. In March 1939, after many months of negotiation, AGMA signed contracts with the management companies. The contracts established various guarantees for the benefit and protection of the artists under their management; they regulated the methods by which the artist were to be managed and represented by them, and they contained other provisions safeguarding and protecting the artist against unfair and unequitable dealing.

## *Agreement with Equity*

In June of 1939, AGMA, Actors' Equity Association and Chorus Equity Association entered into an agreement designed to clarify jurisdiction and to avoid misunderstandings between these unions.

Under this agreement, AGMA was granted jurisdiction over opera in English which was defined as drama set to music as distinguished from plays in which music was incidental. To be considered an opera, the intent of the composer must be a dramatico-musico work along classical lines — following historical musical foundations.

It was agreed that in the event of a disagreement between AGMA, Equity and Chorus Equity over jurisdiction or other questions, the determination would be made by the International Board of the FOUR A'S.

## *AFM Dispute*

One of AGMA's major problems in the early '40's was the jurisdictional dispute with the American Federation of Musicians.

On August 6, 1940, Mr. James C. Petrillo, President of the AFM, advised AGMA that all instrumentalists such as Heifetz, Elman, Hoffman, Horowitz, etc., must resign from AGMA and become members of the American Federation of Musicians. After a year and a half of bitter struggle between the mighty AFM with its 158,000 members and the small sized AGMA with its mere 1,800 members, an amicable agreement was reached which provided that the jurisdiction of the AFM over concert solo instrumentalists and accompanists in all fields was

recognized by AGMA. AFM recognized AGMA's position and authority as the exclusive collective bargaining agency for all solo concert artists, including solo instrumentalists, for the purpose of their activities in the concert field and in their dealings with their managers in such concert field.

AGMA did not object to the right of AFM to enroll solo instrumentalists as members of AFM, and AFM did not object to the right of AGMA to enroll the solo concert artists.

AGMA did not claim jurisdiction over accompanists, conductors, composers, arrangers, instrumental groups and orchestras (symphony and opera, etc.) as these groups were in the AFM's sole jurisdiction. However, piano accompanists of solo artists were not to be subject to any travelling or residence restrictions while on concert tours with solo concert artists.

## *Growth of Services*

Paralleling AGMA's development has been the growth of many services which are available to AGMA members.

## *Life Insurance*

In 1953, following the balloting on a Referendum to adopt a Group Life Insurance Plan, the Board of Governors, in response to the will of the membership, initiated the AGMA Group Life Insurance Plan. AGMA financed the cost of the plan for the first three months, which began November 1, 1953. The membership dues were increased \$2.50 per quarter to cover the premium and administrative costs of the plan and AGMA has and will continue to pay all costs over \$10.00 per year per member, as this modest dues increase does not cover all of the expenses involved. Every AGMA member in good standing is insured for \$1,000 and has been since November 1, 1953. Since AGMA assumed the administration of the group plan, the premium rate normally charged for such a policy is greatly reduced; \$1,000 protection for members as individuals would call for a much higher rate than \$10.00 per year, but the very philosophy of unionism — group action for protection of the individual — makes it possible for each member to carry \$1,000 life insurance at this low rate of \$10.00 per year.

## *Welfare Fund*

A Welfare Fund is available to assist members in meeting primary and basic obligations which they may be tempo-

rarily unable to fulfill. A committee of AGMA members passes upon the applications that are made. The Welfare Fund receives 95% of its money from the Theatre Authority, which is the agency established by the Four A's to clear all benefit performances in which members of the Four A's may work.

## *Optical Plan*

The Affiliated Optical Service Plan is also available to all AGMA members and their families. It offers special eye care services and materials.

## *Drug Plan*

AGMA has arrangements with a group drug service, known as Drug Plan, Inc. In addition to offering medications and sundries at substantial savings to AGMA members, Drug Plan carries a complete assortment of theatrical make-up, which it sells to members at a substantial reduction from regularly advertised prices.

## *Other Services*

AGMA members who have problems concerning Unemployment Insurance, Workmen's Compensation, and similar State or Federal Government laws, can consult with AGMA representatives in regard to these matters. In these fields, AGMA has achieved some major victories for individual members.

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## **New Arrivals**

Edith (Gordon) and Harry Sherman report the arrival of Mark David on April 17th. The proud parents think he'll become a tenor, judging from the power of his vocal chords!

Mr. and Mrs. Lee Ward of Bakersfield, California advised AGMA representative Lee Harris that they had just welcomed little Stephanie Elaine to the family. The astute Lee Harris promptly wrote, congratulating the new parents, and added "I don't know what you have in mind for Stephanie Elaine's future but just in case you are planning a singing career for her, I am enclosing AGMA's standard form of membership application."

## Comparison Shows AGMA's Improvements for Concert Artists

1. 1939 — Managers were not required to give a warranty that they were equipped to handle the artist and would continue to be so equipped.

1957 — This is now a standard clause.

2. Contracts with managers in 1939 did not contain the present 1957 protective clause limiting the term of the individual contract (including options) to four years.

3. 1957 contract requires the manager to notify the artist of the former's intention to renew options not later than December 1st each year. This was not part of 1939 agreements.

4. In 1957, manager is required to render a statement of account every thirty days, but in 1939 one was required only every six months.

5. Artist, in 1957, must receive from manager itemized statements of expenses at least every three months; and, further, artist can have access to his accounts at least every ninety days. In 1939, no such protection for the artist existed.

6. In 1957, manager is limited, in spending artist's money for expense purposes without artist's consent, to \$750 as the maximum amount; of this sum, \$500 may be payable in advance, but only for the printing of brochures. In 1939, there were no such restraints upon manager.

7. In 1939, contracts did not contain the clause which in 1957 provides that artist or manager can terminate the agreement if, during the first year of management, the artist earned less than six times his regular fee.

8. Artist, in 1957, can also arbitrate termination of his contract in the event manager refuses a bona fide written offer for artist's services; this, artist could not do in 1939.

9. 1957 — Commissions restrict the reduction of an artist's fee below AGMA minimums, and where there is an opera or ballet engagement, manager cannot collect any commissions on transportation expenses. No such restrictions existed in 1939.

10. 1957 — Maximum commission for radio is 10%. 1939 — It was 15%.

11. 1957 — Manager gets a commission only if artist is paid.

## AGMA's Growth In Popular Priced Opera

### 1. Single Performance Rates:

	In City of Origination		Outside City	
	1957	1942	1957	1942
Class A Role.....	\$63.00	\$40.00	\$79.00	\$50.00
Class C Role.....	40.00	15.00	55.00	25.00
Choristers .....	15.00	7.00	19.00	8.00
Corps de Ballet.....	15.00	6.00	18.00	10.00

### 2. Weekly Performance Rates:

	In City of Origination		Outside City	
	1957	1942	1957	1942
Tenors,				
1st Leading.....	\$171.00	\$150.00	\$224.00	No provision
Sopranos,				
1st Leading.....	171.00	150.00	224.00	No provision
Choristers .....	85.00	48.00	100.00	\$52.50
Corps de Ballet.....	80.00	40.00	92.00	No provision

### 3. Weekly Rehearsal Compensation:

1957 — Principals, dancers, and choristers receive \$35.00 per week.

1942 — Principals and choristers were not covered by rehearsal compensation; dancers received 20.00 per week.

### 4. Sustenance Pay:

1957 — \$9.00 per day.

1942 — No provision.

### 5. Chorister Minimum Required:

1957 — The employer is required to engage a minimum number of eighteen choristers for a weekly repertoire engagement.

1942 — Such a requirement did not exist.

### 6. Free Day:

1957 — Provided for; but in 1942 it was not required to be given.

7. Travel Between Midnight and 8:00 A.M.

1957 — Restrictions imposed on employer; and for violations, penalty payments to the artist are required.

1942 — Artists were required to travel at any time at their inconvenience.

### 8. Security Deposit:

1957 — Specific sums as security for payment to artists are now required.

1942 — This provision was not in the contracts.

### 9. Unauthorized Advertising:

1957 — A minimum of \$50.00 as liquidated damages to protect artists in case of unauthorized advertising. In 1942, this protection was not provided.

1939 — No such clause in agreement.

12. 1957 — Artist must receive performance contracts thirty days prior to the engagements, but this requirement was not in 1939 contracts.

13. 1957 — Agreement states the manager can change artist's engagement only where the artist benefits, and only where the artist is so notified.

1939 — Agreement did not provide this protection.

14. Manager, in 1957, can receive commissions beyond expiration date or termination of contract only on continuous radio engagements and on phonograph records for not longer than five years; 1939 contract did not give this protection.

# 1937 - American Guild of Musical Artists - 1957

## In the News Twenty Years Ago...

... Lily Pons' film "That Girl From Paris" was drawing crowds to the Radio City Music Hall. The press reported "her songs proved she knows her way around in spheres other than opera"!

... Richard Crooks worked out the chronic headache of Faust's change from an old man to a young man, by enlisting the help of John Mulholland, the magician. With a system of strings, Crooks was able to have the rejuvenating transformation take place in full view of the audience, rather than (as customary) behind the high chair in Faust's study!

... Eva Gauthier was giving a series of three "retrospective" concerts at the Hotel Gotham in New York City, with Celiuss Dougherty at the piano.

... Lawrence Tibbett made his first European concert and opera tour and was the only American to sing at the special Coronation Opera Season at Covent Garden.

... Richard Hageman's "Caponaschi" had its American premiere at the Metropolitan Opera House, thereby becoming the 17th American stage work produced there.

... Yehudi Menuhin broke his self-imposed two-year retirement to appear as co-soloist with Georges Enesco, his teacher and friend, on a General Motors-sponsored radio broadcast.

... John Brownlee made his American debut in the title role of "Rigoletto" at the Metropolitan to critical acclaim.

... Roland Hayes was welcomed back, in a recital at Town Hall, after a two-year absence.

... Gladys Swarthout was filming her third motion picture "Champagne Waltz." That same year she sang her first "Mignon," although she had appeared formerly in the Thomas opera (as 'Fred-eric').

... The Lewisohn Stadium Concerts entered their twentieth season in 1937.

... Ernest Hutcheson succeeded the retiring John Erskine as President of the Juilliard School.

... Jascha Heifetz, leaving a restaurant in Dundee, Scotland, left behind two violins worth about \$150,000. When the station-master stuck his head through the railway carriage door and casually asked,

## AGMA's Growth in the Ballet Field

1957

1. Minimum weekly salary, \$90.00.
2. Single performance salary, \$26.50.
3. Security deposit of at least one week's payroll must be given by employer.
4. Minimum rehearsal salaries for the first 5 weeks, \$50.00 per week.
5. Minimum overtime rehearsal compensation is \$2.00 per hour and can go as high as \$2.50 per hour.
6. Penalty rate for rehearsing within twelve hours after close of performance is \$4.50 per hour.
7. Employer pays for and supplies shoes, costumes and wigs.
8. A minimum of \$50.00 as liquidated damages in case of unauthorized publicity.
9. Sustenance pay of \$10.00; travel pay of \$7.00.
10. Protection through a sick leave clause, where you may get your salary for a maximum of 3 weeks.
11. Seniority increases now up from one year to four years with a maximum possible of \$5.00 per week.
12. A definite time is required within which the Employer is to pay overtime penalties and similar types of payments to Artists.
13. Blue Cross and Blue Shield coverage obtained by the Employer where the dancer requests such coverage and authorizes a deduction to be made for the premium cost.
14. Costume fitting must be compensated, if more than two hours.

"Has anybody lost two fiddles?", Heifetz was made aware of his loss. (The "fiddles" were recovered).

... The Metropolitan Opera Company inaugurated its first Spring season, opening with "Faust" on May 3rd. Among the eleven newcomers signed for this four-week season was that most happy fella, Robert Weede.

... The Municipal Art Society, a volunteer committee, was formed to consider plans for a gigantic music festival as part of the World's Fair in 1939.

... The "New York Sun" reconstituted its music department, with the death of W. J. Henderson. In the new set-up, Irving Kolodin (a moderator of AGMA's conference on "The Coming of Age of the American Artist") was Associate Critic.

1942

1. Minimum weekly salary, \$41.50.
2. Single performance salary, \$15.00.
3. One \$60.00 security deposit was required.
4. For the same period, a minimum of \$20.00 per week was provided.
5. \$1.00 per hour was the only minimum.
6. Highest penalty rate was \$2.00 per hour.
7. No such provision existed.
8. Such a provision did not exist.
9. Travel pay of \$3.00; sustenance a pittance.
10. The employer was not obligated to pay you anything.
11. No such provision.
12. No such provision.
13. No such provision.
14. No such provision.

... "Musical America" carried a small item in its November 25th issue, reporting that "AGMA seeks to establish a 'shop' at the Metropolitan Opera."

... Josef Hofmann celebrated his golden jubilee. The distinguished pianist made his American debut in 1887.

... Leopold Sachse was giving a course at the Juilliard School on "History and Aesthetics."

... The American Ballet, appearing at the Metropolitan Opera House, gave the World premiere of Stravinsky's "The Card Party."

... Walter Damrosch's opera "The Man Without A Country" had its premiere at the Metropolitan in May, with Arthur Carron and Helen Traubel in leading roles.

## 1937 - Twentieth Anniversary Celebration - 1957

# AGMA's Gains in the Metropolitan Opera Contract

1. Weekly salary minimums — Principals' minimums have been raised through the years to \$175.00; choristers now receive \$100.00 plus \$7.50 per week for stage business; the corps de ballet earns \$82.00 as against \$40.00 in 1940; stage directors and choreographers now have a minimum of \$200.00 compared to \$125.00 in 1940.

2. Sustenance Payments — Principals earning up to \$400.00 per week now get an additional \$10.00 per day while on tour. In 1940 no such allowance was made.

Dancers now receive a daily tour sustenance of \$10.00 per day. In 1940 it was \$1.50.

Choristers in 1957 are paid \$10.00 daily; in 1940 it was \$7.00.

3. Rehearsal Weeks Compensation — All weekly principals earning less than \$400.00 per week receive rehearsal pay compensation of \$50.00 for each of the permitted three weeks of rehearsal. Principals on a performance basis earning less than \$450.00 per performance receive rehearsal pay of \$50.00 per week for each of the three permitted weeks of rehearsal. In 1940 principals were not so protected.

Dancers in 1940 received \$20.00 per week. In 1957 it is \$45.00.

Choristers in 1940 received \$45.00 per week. In 1957 it is \$65.00.

4. Rehearsal Overtime Penalty Rates — For dancers, overtime has been increased from \$1.00 per hour in 1940 to \$1.40

in 1957. Penalty rates were not in the 1940 contracts; in 1957 they are \$2.00 per hour.

For choristers on a weekly basis, each rehearsal hour during performance week is compensated at the rate of \$1.70 provided that such chorister shall receive time-and-one-half (\$2.55) for each hour of rehearsal in any week in excess of 15 hours. In 1940 only \$1.00 per hour was paid.

5. For performances outside New York City, principals, choristers and dancers receiving \$400.00 per week or per performance or less receive \$6.00 per day for expenses if more than 30 miles away; in 1940 this rate was \$3.00. Where the performances are less than 30 miles away, dancers and choristers receive \$1.50 per performance in 1957; in 1940, there was no provision for such payments.

6. Choristers in 1957 receive a broadcast fee of \$17.00 each as do dancers who speak or sing any lines.

7. One of the biggest gains to the present time has been a provision for the payment of severance and retirement pay to principals, choristers and dancers, a situation unheard of in 1940. Under the latest agreement, a member who has retired may be paid installments of \$150.00 per month or may elect to have the entire amount paid immediately.

8. No broadcasting, filming, televising or recording of any performance of the Metropolitan Opera Company can be done without consent of AGMA.

## DECEASED

The world was shocked and saddened to learn of the death of Ezio Pinza on May 9th. The brilliant singer had been in ill health but the suddenness of his passing came as a stunning blow. There is little that one can say that has not been said far better by the world press, radio, television . . . by his many friends and colleagues. AGMA extends its sincere sympathies to his wife and family, and wishes to say, simply, that he enriched the world with his artistry.

The condolences of all AGMA members who knew Stefan Kozakevich, baritone, are extended warmly to his wife and family. He passed away in New York City on April 17th.

### *In this issue . . .*

**Official Program of AGMA's Three-Day Celebration  
of its 20th Anniversary.**

**Dinner reservation coupon.**

**Cocktail Party Invitation.**

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