

# AGMAZINE

VOLUME XVII, NO. 1

OFFICIAL ORGAN OF THE AMERICAN GUILD OF MUSICAL ARTISTS  
A Branch of the Associated Actors and Artists of America, Affiliated with the AFL-CIO

NOVEMBER, 1964

## AGMA, Managers on Anti-Segregated Audiences

In June of this year, after a series of meetings over a number of weeks relating to the integration of audiences, meetings in which all aspects of the music world were examined, AGMA released a joint statement with leading New York managers and groups in the concert world, which said, in part:

"We are against the segregation of audiences wherever artists and performers appear, believing strongly that such segregation is morally wrong and limiting in the attainment of our cultural objectives and, therefore, should be eliminated."

While counting on the voluntary actions of the audiences, and the presenters of artists in the performing arts, the group took into account the fact that "some legal commitments have been made and that such commitments may still be made for the balance of the current season and the concert season 1964-65, which obligations must be met by our members and artists. We therefore hope that by the season 1965-66, the voluntary action on the part of all concerned, as well as pending legislation, will remove this wrong. We feel, however, failing voluntary or legislative action to eliminate audience and artist segregation, our efforts should be directed to achieve this result in the very near future, and as quickly as possible.

"To that end, we are employing all means at our own disposal and considering others, by which integration of audiences and artists can be achieved without impairing legal obligations, already incurred, or denying artists and public free access to each other. We will also use our energies towards obtaining, if necessary, future contractual arrangements which will eliminate racial segregation of audiences and artists.

"We call upon the public, the artists, the unions involved, and all those who engage the talents of our members and

artists to cooperate with us in achieving this objective."

Signatories are American Guild of Musical Artists; Herbert Barrett Management; Columbia Artists Management-Community Concert Service; Hurok Attractions; Ken Allen Enterprises; Albert Morini; National Concert and Artist Corporation-Civic Concert Service, and United Audience Service, Inc.

All people with whom AGMA has agreements were sent a copy of the news release and a letter from Hy Faine, AGMA National Executive Secretary; the letter expressed the hope that elimination of segregated audiences would come about through voluntary action due to a changed climate of public opinion, in the light of coming Federal legislation. However, the letter pointed out that provisions will be proposed in AGMA's Basic Agreement for the 1965-66 season, calling for non-segregated audiences wherever AGMA members appear. "We will do this if it becomes necessary," Hy Faine wrote the managers and impresarios, "following a National Referendum of our whole membership. But we feel certain that it will not be necessary . . . that such provisions will meet with your approval because you have already voluntarily done so."

### Enthusiastic Reception

Responses to the letter and news release were prompt and enthusiastic:

DALLAS CIVIC OPERA . . . "As you know, I am completely behind you, as is our company. Any assistance that I can give you in this project will be a pleasure."

FLORIDA SYMPHONY ORCHESTRA: "We should like you to know that the Florida Symphony Orchestra has played to integrated audiences from the time of the Supreme Court decision. We could not do so prior to that time, because of a municipal ordinance prohibiting mixed audiences in the Municipal Auditorium. However, immediately after the decision was announced, this ordinance was repealed and we have played to integrated audiences ever since."

MARTHA GRAHAM SCHOOL OF CONTEMPORARY DANCE: "It goes without saying that we endorse your attitude wholeheartedly. The list of signers pretty well covers the field. We have already seen great changes in our lifetime; we stand a good chance of seeing still more, thanks to such efforts as yours."

MOBILE OPERA GUILD: "Mobile's new Municipal Auditorium has been desegregated in every required way just a few weeks ago. So let's hope that it will stay that way."

SAN CARLO OPERA OF FLORIDA: "We have never had a segregated audience for any of the performances by our group. Tickets are sold to opera-lovers regardless of race or color."

CHATTANOOGA OPERA ASSOCIATION: "Our Association is 22 years old this season and for many years Negroes were among our audience. Now that we are producing in the Tivoli Theatre, our Negro friends are continuing to come not only to our performances but also to the rehearsals . . . Our Executive Board of the Association has discussed the inviting soon of those Negroes in our community who are interested especially in Opera to be members of our Board . . . We are anticipating inviting young and gifted singers who are Negroes to join our Chattanooga Opera Chorus."

(Continued on Page 7)



In the past few months AGMA has reached agreements with the Metropolitan Opera Company and the New York City Ballet which represent considerable improvements in working conditions and increases in compensation.

Their greatest importance, however, lies in the fact that they are based upon a pattern of employment which is unique in AGMA's history and which is of far-reaching significance to the professional dancer and singer.

What these two agreements do basically is to establish the principle that an artist can and should be employed by a performing arts institution on a full year basis. In two or three instances, this has also been achieved in the last year in the symphony orchestra field, but this is the first time that this has taken place in the operatic and dance world.

These agreements oblige the employer to guarantee 52 weeks of pay in return for which the artist guarantees his full availability for live services (other than television, recording and film). Within these 52 weeks, the artist will receive the same compensation for each week of his engagement whether such week is a performance, rehearsal or vacation week. Here too the traditional pattern of differentiating between services rendered in rehearsal weeks and those in performance weeks is eliminated. The principle is thus established that the compensation to an artist does not depend on whether the employer has or has not a box office sale in that week.

In the Metropolitan contract there is now also 4 weeks vacation with pay as well as substantial sick leave with pay, a pension retirement plan, Blue Cross, Blue Shield, and Major Medical Plan (at the employer's expense) which by the end of the agreement will cover not only the artist but his family as well. In the New York City Ballet contract, there is guaranteed one week of paid vacation and there may be one more. Thus we have achieved, for our members, particularly at the Metropolitan, a rounded-out employment scheme which contains the basic ele-

ments of economic and social security and protection.

However, these negotiations indicated one basic difficulty in full-year employment. While it does assure an artist economic security, it does mean that he may not appear or perform elsewhere. Thus, at least for the duration of his personal contract, he may deprive himself of the opportunities of obtaining experience in other places and of establishing his reputation in other cities and with other companies. This is the classic situation of security, with an assured income, as against uncertainty, but with the possibility of "striking it rich" artistically or financially. If this pattern of long-term employment expands to other companies, and I hope that it will, this problem may become even more acute for our members. In our Metropolitan contract, AGMA tried to resolve this dilemma by providing for a year's leave of absence, without pay, after 5 years of employ-

ment, to a limited number of singers, choristers and dancers. We also provided for certain periods in the year, in the summer, during which a soloist has the right to be released from the Metropolitan Company and take engagements elsewhere or to do whatever else he wants—this without pay. By combining the "optional weeks" and vacation weeks, an artist, therefore, can, if he is offered more desirable engagements elsewhere, leave the Metropolitan for a period of time and reap the benefits of these other engagements.

The agreement with the Metropolitan is for five years; AGMA and our members will have these years in which to learn what is good and what is not good in this type of an arrangement. However, the basic full employment pattern will, I am sure, continue to be applied to other companies as their economic situation improves and en-

(Continued on Page 7)

## A G M A Z I N E

SANDRA MUNSELL, *Editor*

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# Important Gains in New Basic Agreements

Negotiations during the past months have resulted in the formulation of new Basic Agreements in ballet, opera, concert chorus, appearances with symphony orchestras, etc.,

all of these contracts reflecting many important gains for AGMA members.

Limited space necessitates reporting only the highlights of the new Agreements. Great

credit is due to AGMA's skillful executives, as well as to members serving on Negotiating Committees.

## Major Ballet Basic Agreement

1. Increase in all weekly *performance* salaries of \$2.50 during the 1964-65 season and an additional \$2.50 during the 1965-66 season.

2. Increase in weekly *rehearsal* salary from \$80.00 to \$85.00 during both seasons of the Agreement.

3. A new provision which requires that when dancers are engaged on a single performance basis, at least two solo dancers must be engaged at a performance fee of not less than \$50.00 each.

4. New proposal which provides that a representative of the Employer may not take commissions on hotel accommodations booked for the artists.

5. A new provision covering lunch and rest stops during travel by bus.

6. Increase in carrier company liability from \$100,000 to \$500,000 per vehicle.

7. New requirements for providing toe shoes and soft-soled shoes.

8. New requirement of a 3-hour rest period following conclusion of a matinee performance, before beginning a rehearsal.

## Basic Agreement for Small Dance Companies

1. Increase in weekly *performance* fees of \$10.00 per week.

2. Increase in weekly *rehearsal* fee by \$15.00 per week.

3. Increase in sustenance rate from \$12.00 to \$15.00 per day.

4. Increase in meal money from \$10.00 to \$12.00 per day.

5. Increase in carrier company liability from \$100,000 to \$500,000 per vehicle.

6. New provision that when dancers are engaged on a single performance basis, at least two solo dancers will receive a performance fee of not less than \$50.00 each.

7. New requirement for lunch and rest stops while traveling by bus.

8. New provision providing that representative of Employer may not take commissions on hotel accommodations booked for artists.

9. New provision giving soloists right of approval of photographs of themselves used in Employer's souvenir programs.

10. New provisions covering travel by air.

11. New integration and segregation clauses.

## Philadelphia Grand Opera Company Agreement

1. Increase in choristers' and corps de ballet dancers' single performance fee from \$20.00 to \$25.00 for performances *in* the city of origination, and increases from \$25.00 to \$30.00 for performances *outside* the city of origination.

2. Increase in soloists' minimum of \$10.00 for single performance or weekly engagements *in* the city of origination and increases of \$15.00 for single performance or weekly engagement *outside* the city of origination.

3. New integration and segregation clauses.

## Opera Society of Washington, Inc. Agreement

1. Paid rehearsal for choristers increased from 15 to 20 hours.

2. Uncompensated rehearsal hours for choristers reduced from 30 to 20 hours.

3. Members of the chorus to have first right of audition for unclassified roles.

4. Increase of \$10.00 in soloists' minimums for single performance or weekly engagements *in* the city of origination and increases of \$15.00 for single performance or weekly engagement *outside* the city of origination.

5. New integration and segregation clauses.

## Baltimore Civic Opera Agreement

1. Solo dancers to be covered by AGMA contract.

2. No rehearsal on holidays or eve of holidays.

3. Choristers to be paid for extra duties (bit parts or supernumeraries).

4. Choristers to be paid for rehearsals of bit parts.

5. Members of the chorus to have first right of audition for unclassified roles.

6. Costume fittings for choristers to be done on rehearsal time.

7. Segregation and integration clauses.

## New York Philharmonic Basic Agreement

1. Increase in single performance rate for choristers and dancers, as follows:

	Old rate	New rate
2 concerts within 5 consecutive days . . . .	\$36.00	\$40.00
3 concerts within 5 consecutive days . . . .	46.00	54.00
4 concerts within 5 consecutive days . . . .	62.00	70.00

2. Soloists' performance rates increased by \$50.00 for single performances and all combinations of performances.

3. Rehearsal rates for choristers and dancers to be uniform at \$2.50 per hour.

4. Chairs rather than benches to be provided for choristers when programmatically and spatially feasible.

5. Limitation of 6 hours of rehearsal per day for choristers.

## Chicago Symphony Orchestra

The new three-year Agreement provides for substantial improvements in the performance fees to choristers, of approximately 10% each; the single performance rate is now \$22.00. The non-orchestra rehearsal rate was raised by 25% to \$2.50 and the orchestra rehearsal rate by 30% to \$2.00. In addition, the Orchestra guarantees employment of 50 professional choristers who are or will become AGMA members and be paid the above fees.

(Continued on next page)

# Many Improvements in BA's

## Concert Choral Basic Agreement

1. Current Basic Agreement to be extended for the season 1964-65 with a new Agreement covering the seasons 1965-66 and 1966-67.

2. Weekly performance salaries for all categories increased \$10.00 during 1965-66 season and an additional \$5.00 during the 1966-67 season.

3. Weekly rehearsal salary increased from \$60.00 to \$65.00 for the 1965-66 season with an additional \$5.00 increase during the 1966-67 season.

4. All hourly rehearsal rates to be uniform at \$2.50 per hour.

5. Soloists' minimum performance rate increased from \$60.00 to \$70.00 for both the 1965-66 and 1966-67 seasons.

6. Single performance rates for choristers increased as follows:

	Old rate	New rate
Groups numbering 3 to 8 .....	\$25.00	\$35.00
Groups numbering 9 to 16 .....	24.50	30.00
Groups numbering 17 to 28 .....	24.00	27.00
Groups numbering 29 and over .....	21.50	25.00

The new agreement eliminates the category of 65 members and over, with a performance rate of \$20.00 and hourly rehearsal of \$1.50 per hour.

7. Increase in meal money from \$2.00 to \$3.00 for breakfast and lunch, and from \$3.00 to \$4.00 for dinner.

8. More detailed definition of the categories of choristers, featured singers and soloists.

9. In the case of rehearsal for single performances *outside* the city of origination, a minimum requirement of 4 hours of rehearsal, if rehearsals are held *outside* the city of origination on non-performance days.

10. Increase in allowance for artist's maintenance of his own clothing from \$3.00 every 2 weeks to \$2.00 per week.

11. Liberalization of daily mileage by bus which permits the employer to average mileage on non-performance days.

12. New paragraph covering standards for bus equipment.

13. New segregation and integration clauses.

## Popular Price Opera Basic Agreement

As the Popular Price Opera Basic Agreements are renewed, the renewal includes:

1. Increase of \$10.00 in soloists' minimums for single performance or weekly engagements *in* the city of origination and increases of \$15.00 for single performance or weekly engagements *outside* the city of origination.

2. New integration and segregation clauses.

## Seattle Opera

George Peckham, the AGMA representative in the Seattle area, negotiated a contract with the Seattle Opera Association. This is the company that will be producing opera in Seattle and which was an amalgamation of two other groups which had been presenting opera previously, one of which was the Seattle Symphony Orchestra. This agreement produced improvements for the local choristers by increasing the required number of choristers to be engaged, as well as a \$5.00 raise in the performance fee to \$25.00. But most important of all, there is a guaranteed number of paid rehearsals and there are *no more* free rehearsals. In addition, local dancers will now be also employed, when needed, in all operas. They too will get \$25.00 a performance plus a guarantee of 15 hours of paid rehearsal. As a result of the increase of work, there are good possibilities of establishing a local AGMA Chapter in Seattle.

## Dallas Civic Opera

This contract was re-negotiated by the National Executive Secretary, in Dallas, with the participation of the local membership. Under the new terms, performances will now pay \$21.00 each for in-town choristers and \$26.00 for out-of-town choristers. There is also provided a higher rate of rehearsal pay for those choristers who are in the top senior category of services with the company, as well as additional transportation expenses for rehearsal sessions for out-of-town choristers and for in-town choristers when they are rehearsing at the place of performances. There are also several other improvements in working conditions which are to the benefit of membership.

## New Orleans Opera Company

The New Orleans Opera Company Basic Agreement was re-negotiated by Earl Von Hoven, AGMA's representative in the New Orleans area, producing an increase in the number of AGMA "A" choristers to be en-

gaged in certain of the operas and introducing a system of seniority compensation for both chorus and dancers which ranges from \$18.00 a performance to \$24.00 a performance and a guarantee of 16 hours of paid rehearsal at \$2.00 an hour both for the choristers and the dancers. In addition, the minimum compensation for soloists on a single performance basis was increased by \$10.00 for local artists and \$15.00 for those engaged outside the city of origination.

## Spring Opera Company

Last spring the agreement for the Spring Opera of San Francisco was re-negotiated by Leon Ardzooni of Harry Polland's office, our AGMA representative in San Francisco, to provide for an increase in the rehearsal compensation on Sunday to \$3.50 an hour or any fraction thereof, improved provisions for the rest period problem which had been of serious consequence to our members, as well as the determination of the free day, and the manner of calculating straight time, overtime and premium time, all of which had been a source of dispute between AGMA and the management. Mr. Ardzooni is now in the process of discussing with the AGMA San Francisco Executive Committee and the membership, proposals which AGMA will make to the company for the contract for the spring of 1965.

## New York City Opera—1964-1966

### Principals

1. An increase of \$10.00 in the single performance rate.

2. An increase in all categories of \$10.00 per week for weekly artists.

3. An increase in the rehearsal salary from \$45.00 to \$70.00 per week. Overtime: \$2.25 per hour.

4. Rehearsal pay for single performance artists, at the rate of \$2.15 per hour.

In addition, there were numerous improvements in working conditions, relating to travel, backstage conditions, scheduling, and various other terms of employment.

## **New York City Opera**

(Continued)

### **Chorus and Dancers**

1. All choristers in all categories received a \$5.00 increase per week.

2. Rehearsal salary was increased from \$55.00 to \$70.00 per week, with a two week guarantee of rehearsals. Overtime: \$2.25 per hour.

3. The single performance rate increased from \$19.00 to \$21.00, and the single performance rehearsal rate from \$2.00 to \$2.50 per hour.

4. An increase in the rehearsal pay for a call within the 12-hour gap and also on the Free Day.

### **General**

1. A Grievance Committee was established to settle various problems which arise during the season. Representatives of the company, management and AGMA discuss these matters jointly.

2. Locker facilities will be provided for all weekly members of the company.

3. An increase in dinner money from \$3.00 to \$4.00 for dinner.

4. An increase in per diem from \$12.00 to \$14.00 per day.

5. Cab fare will now be provided if artists are returned to city after 1:00 A.M.

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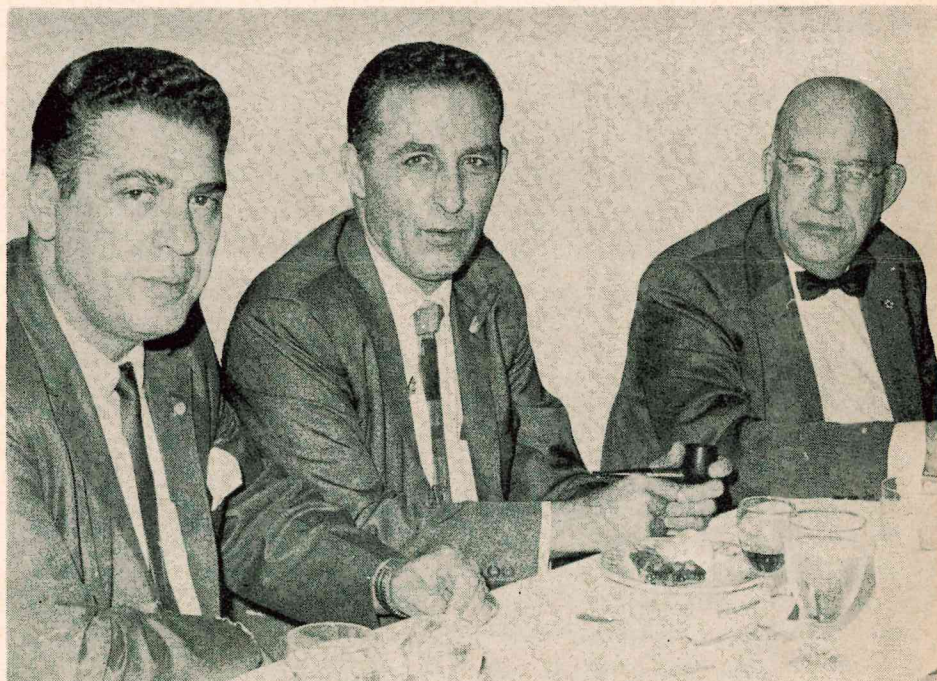
## **Wedding Bells**

Rochelle Zide, member of AGMA's Board of Governors and noted dancer, was married August 2nd of this year to Robert Elliot Booth.

Dancer Gwenn Barker, AGMA member, married Roy Harsh on October 15, 1964. The ballerina of the Ballet Russe has left New York, resigning from the Board of Governors, to make her new home in the Northwest.

AGMA's officers, Board of Governors and members extend heartiest congratulations to the newlyweds.

## **Congress in Caracas**



*At the F.I.T.E. Congress in Caracas, Venezuela, last May, AGMA's National Executive Secretary, Hy Faine, who is an F.I.T.E. Vice-President (one of two representing the U.S.A.), sits between (left) Morris Paladino, Assistant General Secretary of O.R.I.T., a Latin-American subdivision of the International Confederation of Free Trade Unions, and Richard F. Walsh, International President of the International Alliance of Theatrical Stage Employees.*

## **Book Fund Receives Donations**

### **in Memory of Howard Laramy**

As AGMAzine went to press, \$629.00 had been contributed to the "Lawrence Tibbett Book Fund" in memory of Howard M. Laramy, former Assistant Executive Secretary of AGMA, who passed away last June. Contributions were received from all over the nation and were accompanied by very moving expressions of sadness at Howard's passing. AGMA members, impresarios, music patrons, sister unions, members of AGMA's Board of Governors, AGMA

representatives, orchestral associations, choral groups, music critics, opera associations, concert managers . . . all esteemed Howard Laramy. All wrote of his warm-hearted, sympathetic interest in the problems of the performing arts, and his practical guidance to artists, of his devotion to the field in which he worked so effectively for so long. His loss to AGMA and to the field of music will long be felt.

It is suggested that AGMA members continue to help swell the memorial fund with a contribution to the "Lawrence Tibbett Book Fund" in Howard Laramy's name.

# New Licensing Arrangement with ASCAP

From time to time, discussions have taken place between AGMA and ASCAP (American Society of Composers, Authors and Publishers) as well as impresarios, to put on a more effective basis the licensing arrangements formula approved by AGMA's Board of Governors in 1949. Under this arrangement, artists have been paying one-half of 1% of their fees for the right to perform music of ASCAP members.

The new licensing agreement provides for a blanket license which grants the right to use all of the works in ASCAP's repertory, including repertories of foreign affiliates, and the fee will be 1% of the total amount paid to the artist, with a maximum of \$40.00 for any one

concert or recital. The artist's share of the fee will be a maximum of \$20.00 for any one concert or recital. (*The fee does not apply to any operatic, radio or symphonic engagements, or to TV appearances or Universities*).

Impresarios will be responsible for payment of the entire fee to ASCAP, with the understanding that they will deduct one-half of 1% as the artist's share of the fee to be paid to ASCAP. (This is the same percentage that the artist has paid in the past).

AGMA has also agreed to the following schedule of license fees for self-sponsored recitals in New York City, the amounts indicated to be paid by the artist's manager to ASCAP:

Philharmonic Hall . . . . .	\$25.00
Carnegie Hall . . . . .	25.00
Town Hall . . . . .	15.00
Carnegie Twilight . . . . .	15.00
Carnegie Recital Hall . . . . .	10.00
Times Hall . . . . .	10.00
Barbizon Plaza . . . . .	10.00
Judson Hall . . . . .	10.00

AGMA is certain that its members will agree that the amount involved and the purpose for which these fees are collected by ASCAP and distributed to its members make these arrangements desirable and fair to all concerned.

The new license agreement, together with an explanatory letter, has been sent to all concert managers and impresarios.

## Report on

### Student Awards

"Your award certificate was a magnificent surprise for this needy, aspiring singer. What could be more pleasing and generous in the music field than such an award as this?"

"As the recipient from Indiana University, I am truly complimented by this honor. I do hope that a good career is ahead of me and of course, after such encouragement, I'll do all in my power to pursue it!

"To you and those concerned, I thank you so very much. I hope, if luck is with me, that as your letter said, you will be able to watch my career with interest and high hopes."

So wrote Lynne Hardesty, soprano, to Hy Faine, after receiving his letter notifying her that she was one of the 57 students given AGMA awards in 1964. It is noteworthy that since the inauguration of the AGMA Student Award program in 1958, a total of 240 awards has been granted (including those in 1964). Leading this large group are singers, of which there are 142; pianists follow to a total of 40; then dancers, 11; organists, 11; clarinetists, 7; trumpeters, 5; bassoonists, 5; violinists, 4; cellists, 3; French Horn players, 2; flautists, 2; guitarists, 1; trombonists, 1; tuba players, 1; accordionists, 1; percussionists, 1; choral

conductors, 1; music majors, 1; stage directors, 1.

In the period 1958-64, seventeen of the awardees have become members of AGMA.

### Canadian Appointment



The Canadian Executive Committee of Actors' Equity Association has announced the appointment of Bernard Chenier as Executive Assistant in the Toronto Office.

Mr. Chenier, a native of Vancouver, British Columbia, assumed his duties in mid-September. He has been a member of Actors' Equity Association for several years, and is well-known as a performing artist in theatrical, radio and television fields.

### Congratulations Due

Arden Anderson, member of AGMA in the soloist category, became the mother of a lovely girl May 23rd in Rye, New York. AGMA extends its congratulations to the proud parents and best wishes for a long and happy life to the new family member.

### Rep Letter

Evelyn Freyman, AGMA's representative in the Washington-Baltimore Area, writes Hy Faine the good news: "Hurrah! And Hallelujah! We finally cut through! Just to bring you up to date: It has finally been agreed that any and all AGMA performers who sing with the American Light Opera Company in a concert with the National Symphony will be paid AGMA's minimum.

"'Music Services Unlimited', after many talks, has finally agreed to use AGMA soloists and some AGMA choristers for a musical not covered by AGMA. They will be paid AGMA minimums.

"What all this really means is that finally AGMA performers are being used in capacities other than the Opera Society and the National Ballet."

### In Dollars, Please

AGMAzine reminds members who pay dues by check, in Canada, to specify on their checks "Payable in U. S. Dollars." This is to take into account the difference in the rate of exchange and to make certain that full dues in U. S. dollars are credited to members.

## National Arts Council A Reality

For the first time in America's history, legislation to encourage the arts has been enacted into law. President Johnson, on September 3rd, signed the bill which created a National Council of Arts, a 25-member panel which will function in the fields of music, drama, dance, folk art, literature, architecture, painting, sculpture, and industrial and fashion design.

AGMA, which has been in the forefront among ardent supporters of this legislation, promptly dispatched congratulations to Senator Jacob K. Javits, (N.Y.) and Congressmen Lindsay and Thompson, as follows:

Telegram to Congressman John Lindsay and Congressman Frank Thompson Jr. from Hy Faine: "Congratulations on your leadership and your untiring efforts leading to successful passage of the Arts Council Bill. American Guild of Musical Artists and its membership deeply grateful."

Letter to Senator Jacob K. Javits from Hy Faine: "Dear Jack: Only the pressure of negotiations with the Metropolitan Opera for a new contract prevented me from writing to you sooner, congratulating you on the final adoption of the National Arts Council by Congress. I know how long and hard you fought for it and all of us at AGMA are grateful to you."

The Council, when organized, will be responsible for recommending ways to maintain and increase the cultural resources of America, to propose methods to encourage private initiative in the arts, and to make studies and recommendations for increasing opportunities in the arts. The Council will work with state, local and Federal agencies on methods of coordinating existing resources and for fostering artistic undertakings both nationally and internationally.

AGMA echoes the sentiments of Vice-President (then Senator) Hubert H. Humphrey, who said, "This is a day we have long looked forward to."

## Anti-Segregated Audiences

(Continued from Page 1)

LEONARD DE PAUR found the joint AGMA-managers' statement "wishy-washy" and suggested that AGMA "simply copy the Actors' Equity policy statement which declares in relatively few words, 'no segregation either in front of or behind the footlights.'"

Hy Faine replied to Mr. dePaur, pointing out that the statement represents a consensus of opinion which took a number of months and a great deal of work to arrive at. The statement, which has the approval of the NAACP, stirs voluntary action as the first step and "would prevent much difficulty if accepted by all concerned. This is particularly true since legal commitments were and are continuously being made by the managers and AGMA.

"Your suggestion that we simply copy the Actors' Equity policy statement is not quite correct because that is not solely a statement of policy. Its teeth are in the provision which Equity has obtained over a period of 10 years, in a series of steps, in their collective bargaining agreements with employers. This is what the statement referred to when it states that 'our efforts should be directed to achieve this result in the very near future.'"

\* \* \* \*

AGMA is beginning to include the following clause in all Basic Agreements as they are now being signed: "No artist will be required to appear in any theatre or place of performance where discrimination is practiced because of race, color or creed against any (1) artist or (2) patron, as to admission or seating arrangements."

## Hy Notes

(Continued from Page 2)

ables them to offer longer and longer periods of employment. We are on the threshold of an era where most artists, both soloists, choristers and dancers, can look forward to a creative and decently compensated career in the field of music. A dream of many artists is beginning to be realized by some. I fervently hope that it will become a reality in the very near future for many, many others.

## Unfair

Members are cautioned that the following have been placed on AGMA's

### UNFAIR LIST

Cosmopolitan Opera Company  
1418 Walnut Street, Suite 706  
Philadelphia 2, Pennsylvania  
(Dr. Theodore Feinmann)

Mt. Rushmore Opera Festival  
Rapid City, South Dakota  
(George Cayley, General Manager)

"Opera at the Fair"  
Rainbow Mobile, Inc.  
450 Seventh Avenue  
New York City  
(Burton Schenley)

AGMA members may perform only with managements with whom AGMA has signed agreements. Any violation of this ruling will result in disciplinary action by the Board of Governors.

## Dedicated Member— Desire Defrere

Desire Defrere, "a colorful figure in the world of opera" (*New York Times*) a devoted member of AGMA, passed away at his home in Freeport, Long Island on Monday, August 31, 1964, at the age of 76. A member of AGMA since 1940, Mr. Defrere had served many times on its Board of Governors. He was baritone and later stage director with the Chicago Opera Company 23 years; soloist and later stage director of the Metropolitan Opera Company for 27 years; baritone with the Covent Garden Opera; stage director of the Philadelphia Lyric Opera, the Pittsburgh Opera, and opera companies in Mexico City, Miami, San Juan (Puerto Rico), Montreal, etc. He was Artistic Director of the Wagner Opera on tour for 15 seasons. The *New York Times* wrote, following his death, that Mr. Defrere was responsible for staging 14 operas, believed a record at the Met.

AGMA has lost one of its most distinguished members and extends his condolences to Clementine and Adele Defrere, sisters of the late member, who reside in Belgium, where burial took place.

## AGMA's Dilemma

AGMA continually faces the problem of opening up new avenues of employment for its members and at the same time the Guild must protect its members, make certain that they are duly paid for their services and that contractual obligations are met.

When new ventures in the performing arts are begun, it is manifestly impossible for the Employer to have all the necessary money on hand; investors don't hasten to put up funds for what is obviously a non-profit undertaking.

With established companies, it is often possible to proceed with a season without having all the funds for that season. But with new activities, such as the Mt. Rushmore Opera Festival for example, AGMA is most reluctant to sign contracts unless all necessary funds are available before the series opens. In cases such as this, AGMA is often under pressure from its members to "take a chance" in order to encourage new areas of employment and cooperate in getting a new venture established. Many times this has worked out to the advantage of all concerned.

This is AGMA's age-old dilemma . . . to be vigilant and protective of its members, and to be elastic enough to enable new employment outlets to be developed.

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