

Taking Part

by Michael Brubaker

Negotiations break down. Workers call for a strike. The picket line becomes the front line for a daily confrontation between employees and employer. Contract problems now become a public quarrel as the people on the line demonstrate a commitment to sacrifice their jobs in order to achieve dignity and value in their workplace. When a person crosses that picket line, he or she steals work, becoming a scab. Those who refuse to cross become part of us - the union. In 1994, when Savannah Symphony musicians took up picket signs for their second strike in four years, United Parcel Service drivers refused to cross the line because, as members of the Teamsters Union, they were part of us. There is no substitute for that kind of solidarity.

In 1994 musicians of the Savannah Symphony Orchestra (SSO) made contact with the AFL-CIO Trades & Labor Assembly of Savannah an early part of their strike preparations. They soon discovered the importance of a good turnout for media events when the Teamsters last spring organized a nationwide labor action against a major shipping company. When reporters covered the local action, musicians were there with a brass quintet to give their support on the picket line. It illustrated an important aspect of any labor struggle in the age of television: union strength is sometimes measured only by an image of people on the line. Not always an easy thing to do if the local work



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force is small.

The SSO musicians were especially fortunate that the local Longshoremen's Association, the Building Trades Assembly, and the Trades & Labor Assembly, for the first time in many years, organized a Labor Day Rally for 1994, which just happened to coincide with the first day of the SSO 1994-95 season. When our negotiations finally reached an impasse, the musicians' media events made a perfect blend with the other Labor Day events. The morning began with a festive march by Savannah's

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Two Orchestras Reach Agreement

Wichita Symphony musicians and management began negotiations for a new master agreement in late spring, due to scheduling problems. Union members ratified the three-year agreement by a mail-in vote after the 1994-95 season ended. All musicians will receive approximately the same dollar amount in raises, bringing section pay closer to that of principal musicians. (Principals were making almost double what section musicians were paid, and thought this was inequitable.) Pay will increase 3% each year for principal musicians and 5% each year for section musicians. Mileage payments for runout concerts will increase, and per diem was added. Non-monetary gains included monitoring of decibel levels for hearing protection and a musicians' liaison committee to communicate with the conductor on musical matters.

On May 18, 1995, musicians of the Los Angeles Chamber Orchestra and Opera Ensemble ratified a one-year agreement. The union was unable to secure any guaranteed services; LACO management has agreed to endeavor to maintain no less than seven subscription weeks during the season. While wage scale raises were minimal (approximately 1%), donated services (previously one donated rehearsal and one donated concert) were eliminated, increasing the total wage package by more than 5% over wage scale

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The LACO Negotiations: From Chaos to

What to do? We are about to enter negotiations. Across the table will be the management of an orchestra renowned throughout the world. Before us lies the existing agreement, in which even a cursory glance reveals an ocean of structural and technical problems.

This old agreement is a total jungle in its overall layout. It reveals no logic to its structure and frequently buries items amongst completely irrelevant passages. What's more, every page presents us with nightmares: self-contradictory and impossible provisions, glaring anachronisms, muddy and inconsistent terminology, conflicts with AFM laws, and chilling omissions – to say nothing of some passages that are literally unintelligible!

So what *do* we do? Do we simply abandon hope and attempt to plaster more band-aids on this diseased document? Or do we enter the

It was no secret that the current agreement was a mess. This did neither side any good.

negotiations with a laundry list of clean-ups which will prolong the talks for months?

This dilemma is no stranger in the world of symphonic negotiations. In most cases, the union ends up going into negotiations with a well-pruned list of substantive demands and some lip-service to a desire to clean up the language “later.” Unfortunately this “later” scrubbing rarely happens. The parties stagger from the table exhausted at the end of the negotiations, all too eager to get things on paper and signed.

The other problem with the fix-it-later approach is the very real possibility of a misunderstanding. Many of us remember a Federation negotiation after which everyone had to fly back and reassemble in New York to re-argue what it was they had supposedly decided.

The problem is deeper than it might appear at first glance. If we do attempt a clean-up across the table, we shall probably get nowhere because of the time constraints of the bargaining process. Yet an even worse prospect looms if we do achieve a number of these technical objectives. We can almost hear it now: When we get to the major issues of substance, management angrily strikes back with: “What in Heaven's name do you expect? We've already agreed to 95% of your proposals!”

There must be a better solution! With the negotiations for a new Master Agreement with the Los

Angeles Chamber Orchestra looming, we took the dilemma by the

horns and decided to find one. Surely a musical ensemble of the exalted rank of LACO deserved a collective bargaining agreement of which it could be proud. What it had was, by any standard, a technical disgrace.

After consulting with the Orchestra Committee, the Local approached LACO's management with an idea. It was no secret that the current agreement was a mess. This did neither side any good. Why not, therefore, establish a small joint sub-committee to attack the garbled words as a problem in itself?

If we could clean up the old agreement *first*, we could devote the actual negotiations to substantial issues. The time spent on the advance work would be well recovered by the time saved in the negotiations. What's more, at the end of the negotiations we would have an intelligible product.

LACO's Executive Director, Erich Vollmer, decided to give the concept a try. The parties agreed that, for a project of this nature, smaller was better. There would be only two people from each side on the joint committee. Vollmer and LACO Director of Administration and Finance Bruce Thibodeau (who succeeded Vollmer as Executive Director on June 1) would represent management, while LACO Orchestra Committee Chair Kimaree Gilad and I (Richard Totusek) would represent the Local.

Who was representing whom became irrelevant as the joint meetings progressed. From the start we agreed that we were not negotiating. Our object was to recodify and rewrite the old agreement from beginning to end. Our purpose was to figure out what the old agreement was intended to mean, and to find a way to express that meaning in the best way possible.

Our ground rules specified that all decisions needed to be unanimous; moreover they needed to be specifically directed to the task at hand. Even if we all *hated* something of substance in the existing agreement, we would postpone dealing with it until the actual negotiations. Any passages (and there were some that were totally incomprehensible) whose

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Clarity

by Richard Q. Totusek

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meaning was unclear would also have to wait for the negotiations. Our goal was simply to create a text that would represent the way the old agreement should have been written in the first place.

Once the rewriting got underway, everyone quickly warmed to the task. The project took shape with amazing rapidity. A few short weeks yielded a completely new document, faithful to the original in intent (at least where that intent could be discerned) but infinitely more usable and readable. Interestingly, the new draft was considerably shorter than the original even though we had added a rather extensive new "Definition of Terms" section. Once defined, these terms repeatedly allowed us to eliminate laborious periphrasis in the body of the agreement.

With the completed rewrite in hand, we began the formal negotiations. At this point Vice-President Chase Craig and Trustee Hal Espinosa joined me at the table while Committee Chair Gilad summoned her excellent colleagues on the Orchestra Committee: Rose Corrigan, Susan Greenburg, Margaret Moores, and David Washburn. Vollmer and Thibodeau filled out the management side of the table with several members of the LACO Board of Directors.

Since purely wording questions had essentially been resolved, neither party (nor the Orchestra Committee) felt any need to engage an attorney for the negotiations. At the Committee's request I served as the lead negotiator for the musicians, while Vollmer acted as chief spokesman for management.

While both sides were tough and neither party tried to pretend that we were involved in "mutual interest" bargaining, we immediately discovered that our truly cooperative pre-negotiations were bearing more fruit than we could have possibly anticipated. Not only did the rewritten form of the old agreement serve as a solid and clear launching point for our dealings, but the fastidious work we had put into the restructuring made both sides intimately familiar with every nuance of the contract. In addition, the pre-negotiation had uncovered several areas of substance in the existing terms which were distasteful to both parties and which actually could be

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approached with a problem-solving, rather than confrontational attitude.

With this foundation, the negotiations were concluded in record time (less than two months), and gave birth to a new agreement that exceeded almost everyone's expectations. In spite of LACO's recent near brush with bankruptcy, there were substantial improvements in wages and other financial categories. Provisions for chamber music were seriously clarified and improved, with the hope that more work can be created in this area.

Substantial improvement is also evident on personnel and job-security issues, with tenure matters refined, audition procedures polished, string seating stabilized, and - for the first time - warnings provided prior to non-musical

dismissal. The electronic media provisions were completely rewritten to

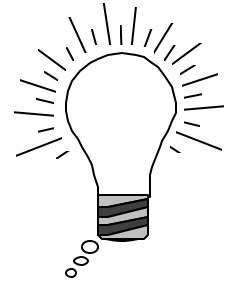
conform to AFM standards (with which the old agreement was in violation). In addition, countless advances were made in working conditions and protections for the musicians in general.

The end result is an agreement which can be displayed with pride both for its form and its content. The musicians of the Orchestra emphatically gave their approval with a unanimous affirmative ratification vote on May 18 (1995).

As significant as the final

product, however, is the unique approach that was used to attack the all-too-common problem of a chaotic current collective

bargaining agreement. To the best of our knowledge, the novel approach we used in recreating the LACO agreement during pre-negotiations was a first in AFM negotiations - Federation or Local. From our experience, it works wonders, and we recommend it to negotiators everywhere who are confronted with the challenge of refining a clear contract from a monstrous muddled mess.



From the First Desk: Orchestras in a Changing World

BY Andrew Brandt, ROPA President

Orchestras are very traditional organizations with many rituals and time-honored ways of doing things: performing many works by the great composers; playing in concert halls whose construction (at least acoustically) hasn't varied a lot in the past two centuries; wearing traditional clothing; arranging ourselves on stage in a hierarchical seating pattern, even dictating when the Concertmaster and Conductor walk on stage and when the oboe gives the A.

However, throughout the AFM's almost 100 years, orchestras have constantly adjusted to change. We've learned to perform many new styles of music, both "classical" and pops. We've learned and relearned the value of new music as well as how to study history to change the way we play old music. We've discovered how to give concerts in a wide variety of venues. We've found new paradigms of funding for our organizations. We've expanded our seasons and improved our wages, our benefits and our working conditions.

We've increased our knowledge of the medical and physical consequences of the work we do. We've helped build recording and broadcast industries – from the Victrola and the crystal radio receiver to the CD-ROM and digitized satellite signals.

We've built institutions, such as the AFM, ROPA, ICSOM, the NEA and the ASOL. We've developed a managerial class and infrastructure for our orchestras which constantly looks

for new ways of doing business. We've survived wars, economic downturns, social upheavals, and changing demographics. Boards have aligned and realigned throughout this century. The orchestra committee was unheard of 50 years ago, as was rank-and-file participation in negotiations. The American infrastructure for training musicians has grown. As we approach the end of the millenia we find that, rather than stabilizing, the rate of change is increasing.

In American politics, the arts world has turned upside down. Who would have thought at the last ROPA Conference that we would now be engaged in a struggle to save government funding for the arts? Moreover, who would have then thought that in just a few months time, the AFM, ROPA, ICSOM, the AFL-CIO, the American Symphony Orchestra League and other arts advocates would be building a coalition to try to save the NEA? Further, who would have thought last summer that

Congress would now be discussing tax legislation that could eliminate the non-profit status of our arts institutions and the way that we finance them?

But let's look back a little further. Five years ago, who would have thought that bankruptcy would be used as a negotiation tool for symphony orchestras? On the other side of the coin, who would have thought that non-adversarial bargaining techniques would

ever be applied to an orchestra negotiation?

Ten years ago, who would have predicted the financial crisis that would unseat almost the entire International Executive Board of our union and lead to its financial restructuring (and survival)?

Change was in evidence also at the AFM Convention in Las Vegas this June. For the first time in the history of the AFM, a musician with a symphonic background was elected President (and a bassoonist, to boot!) We also made some small strides for our members who pay multiple per-capita dues and a few other changes.

At the convention, I was joined by Laura Ross and Karen Hall in representing ROPA, in concert with delegations from ICSOM, OCSM, and the Recording Musicians Association. Like the fine musicians we are, we worked together in ensemble on several matters, supported each other in presenting testimony to several legislative committees, and helped in

drafting or rewriting several pieces of legislation. With the leadership of ICSOM and RMA, the Players' Conferences also threw a fantastic party for the 100th anniversary of the AFM in the Top of the Tower of the Riviera Hotel, complete with Si

Zentner and his Orchestra, food and drink, and a presentation of a plaque from the players' conferences to Mark Massagli in recognition of his leadership in saving our union from financial destruction and for the support he has given all working musicians in the past four years. The party was so successful that we might do it *every* hundred years!

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First Desk**Update on the New Mexico Symphony Orchestra** *by Anne Eisfeller*

When the New Mexico Symphony Orchestra completed its season May 27, its personnel had not been paid for a month. On June 2, NMSO issued 25% of the May 15 payroll, leaving employees 1.75 checks in arrears. Prospects for the remaining funds were bleak. On June 21 Roger Melone, NMSO's associate conductor, made a last ditch appeal to a former major donor. Following a lengthy update on NMSO's artistic and financial state, the donor promised \$200,000. A check arrived the next morning; NMSO was current on payroll by Friday, June 23.

The fourth annual wine auction in Santa Fe (June 23 and 24) brought in another \$70,000. Events at this year's auction included a chamber music concert, tastings, lectures, winemaker's dinners, and of course, the auction itself.

As of July 14, the NMSO was

current on payroll and had sufficient cash for the smaller July and August payrolls. Musicians are facing a difficult summer as they negotiate a new master agreement. The current agreement expires August 3. The board has adopted a \$2.26 million budget, the smallest in nine years. All personnel costs were combined in the proposed budget, with distribution pending the outcome of negotiations. The salary total is projected to drop from \$1.8 million to \$1.5 million.

The New Mexico Arts Division has slashed its state tour budget to \$300,000 (from \$500,000). NMSO's share will be \$125,000, as opposed to \$420,000 this past season. The orchestra is planning to appeal this decision.

Anne Eisfeller is harpist and ROPA Delegate for the NMSO

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Since the AFM Convention, I have been contacted by Christopher Guerin, General Manager of the Ft. Wayne Philharmonic, about the possibility of reviving meetings between ASOL Group 3 and 4 orchestra managers and ROPA.

After this article goes to press, but before I meet many of you in Richmond, Virginia, I'll be participating in a meeting of the trustees of the Orchestra Services Program in New York City.

Planning the ROPA Conference is also a big source of change for me. Fortunately, I've been aided every step of the way by many people, including Laura Ross, Cheryl Fippen, Michael Karr, Michael Brubaker, Marta Weldon, Florence Nelson and all the staff of the Symphonic Services Division, numerous guest-speakers-to-be, and members of the AFM International Executive Board. I thank them all (as well as those I've unintentionally left off this list).

Writing this almost a month before the ROPA Conference, I'll only predict that it will be a session for intense discussion of change and our responses to that change. Let us hope we can learn to embrace these changes in the same manner that we deal with challenging music: with creativity, unity, energy, and a sense of ensemble, élan, and even elegance.

Orchestras Reach Agreement

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increases. In addition, touring scale and hotel allowance increased (meal allowances remained the same). String positions were stabilized - the conductor cannot "re-seat" musicians at the end of a season. An assistant concertmaster position is now defined with principal status. A procedure for dismissal or demotion for non-musical reasons was established.

Due to unforeseen problems, LACO's relationship with the opera has changed significantly. The orchestra has been offered only two productions for the 1995-96 season, as opposed to five in the previous season. This represents a significant loss of income for several LACO musicians as well as some "extra" musicians. LACO's home, Ambassador Auditorium, has been closed. The Ambassador Foundation was unable to continue to support their concert series, the largest on the west coast, for financial reasons. To date, no one has stepped forward to save the series. In addition, Royce Hall is still closed due to earthquake damage, and LACO will be performing in the Alex Theater in Glendale.

Information provided by Janis Danders, ROPA Delegate for the Wichita Symphony Orchestra, Lisa Johnson, LACO ROPA Delegate, and Richard Totusek of Local 47 in Los Angeles. For further information, see the ROPA settlement bulletins.

Taking Part

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labor community to the rally point at Savannah's local central park. A short distance away, in front of the symphony office, musicians held their own press conference to announce their strike. Later at the rally, before the many union members, officials and politicians, they had a second opportunity to bring the strike issues before the public. Of course, the brass quintet played too.

But not every day would be this ideal for press coverage. The worst part of any strike is enduring the loss of public attention. After the symphony society ran their full page ads attacking the musicians' position and hung a banner across the front of the office reading, "Come back, Musicians!", there were fewer reasons for the strike to stay on the front page - especially as the

symphony board president was the publisher of the Savannah News-Press. To help with morale, the Trades & Labor Assembly provided a special barbecue lunch at a downtown park for the musicians during a picket line break. A woodwind quartet provided entertainment this time.

During the Teamster strike, their picket line was at an industrial complex some distance from the usual public traffic. The symphony office site was not as remote, as tour buses and carriage drivers included us on the tour of Savannah, but other locations outside the businesses of board members were targeted for informational pickets. Here again, because our work force resources were stretched thin, other unions helped out by sending a few people to join these

picket lines while television cameras rolled.

One of these informational picket lines actually raised the most controversy in the last week of the strike. The local ballet company put on a production of *The Nutcracker*, but with taped music instead of hiring the usual live SSO orchestra. Though we made efforts to provide an alternative reduced orchestra, the ballet declined and went ahead with the production. What made this picket line different was that it was the first one on city property and with a sizable crowd of music patrons. Flyers were carefully worded, highlighting only the potential loss of SSO musicians. Though we had every reason to do so, we chose not to attack the ballet for its

Off the picket line, the generosity of local labor organizations was also exceptional.

use of canned music. The ballet board was furious with embarrassment over these relatively mild handbills. They directed the police to remove us and our handbills to the street perimeter of the block. Though this was contrary to what had been allowed for other unions' informational pickets at the same site, we complied. In the end it made a better news bite with brass quartet, Christmas carols, police officers, and bothered board presidents, vividly showing the impact of losing live music in our community.

Off the picket line, the generosity of local labor organizations was also exceptional. During the 13 weeks of the strike, the SSO musicians took in over \$1000 in donations from other local unions. One donation from the Letter Carriers Union actually came in with belated regrets many weeks after the strike was settled.

When our local assembly ran a

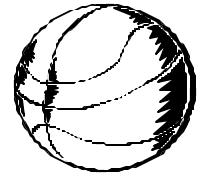
"Buy America" rally, musicians took part and the brass quintet played too. When they needed bodies to fill the camera lens for a press conference, we sent people. Our local has helped the assembly by producing a directory of affiliated unions. Establishing solidarity is a principal function of AFL-CIO local Trades & Labor councils, but it only works if you become part of your greater local labor community. The problems of organizing workers and running effective unions, particularly in the South under "right to work" laws, are problems shared by all the trades. By re-establishing membership in the Savannah Trades & Labor Assembly our local has gained many new friends and a valuable resource for tapping into the complex network of local politics and big business.

With the SSO payroll of nearly \$1 million and over 200 full-time and part-time employees, orchestra musicians rank as an important labor force and their two strikes have been the most visible and contentious labor actions in our community in the last 10 years. Since symphony board members are also likely to be major local employers, how they deal with other unions can influence their relations with musicians. Want to measure the economic pulse of the community for negotiations? Talk to union leaders in the manufacturing plants. Need advice on local or federal labor laws? Recommendations for good labor attorneys? Your local AFL-CIO Trades & Labor Assembly is the best place to start.

Michael Brubaker is president of AFM Local 447-704 and former editor of The Leading Tone.

Special Olympics Volunteers

by Michael Hosford



The New Haven Symphony Orchestra performed in the Special Olympics Opening Ceremonies on Saturday, July 1, 1995, which were nationally televised on NBC on Wednesday, July 5. From the broadcast, however, it would have been impossible for a viewer to know of the NHSO's participation.

Last fall, the NHSO management approached the Special Olympics to see if the orchestra could participate in their opening ceremonies. Special Olympics officials were receptive, but not yet ready to confirm specific artist groups. They informed the NHSO that all of the artists involved would be volunteering their services. The orchestra took a vote, and most members were in favor of volunteering.

In March, NHSO management was informed that the orchestra

would be required for two services - an all-day recording session and the ceremony itself. Music from the recording session would be used in the telecast of the ceremony. At this point, the American Federation of Musicians informed the Special Olympics that it has rules governing its members' volunteer service with respect to nationally negotiated agreements with the television and recording industry (specifically, that the performers must be paid at the national broadcast scale, and that a blind account, held by the Local, will be available for performers to anonymously donate all or part of their pay back to the beneficiary organization). Special Olympics said that it wanted a guarantee from the NHSO that *all* of the money would be returned, and the AFM found this unacceptable because such a guarantee contradicts the

principle of voluntary, anonymous donation. Under these conditions, the Special Olympics would face a substantial financial risk for which it was not prepared. The organization decided to pursue the option of having a military band, which they would not be obligated to pay, perform the services. (Research by the AFM Electronic Media Services Division showed that the Special Olympics paid union musicians appropriate union scale wages for similar services at the past two Opening Ceremonies.) [Editor's note: this scale amounts to approximately \$1200 per musician.] About two weeks prior to the recording date, a private donor (First Federal Bank) offered to underwrite any financial losses the

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