

A SURVEY OF
COLLECTIVE BARGAINING AGREEMENTS IN
MAJOR SYMPHONY ORCHESTRAS OF
THE UNITED STATES

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INTRODUCTION

This paper will describe and analyze various factors affecting collective bargaining in the major symphony orchestras of the United States. In addition, through statistical regression the study will examine (1) what are the contract outcomes of the bargaining process - dependent variables - favorable to the musicians and (2) how these outcomes correlate with external factors - independent variables - such as budget of the orchestra.

The study will focus on the 30 American orchestras classified as "major" by the American Symphony League, a non-profit organization dedicated to audience development, education, and management training. These groups are:

- Atlanta Symphony Orchestra
- Baltimore Symphony Orchestra
- Boston Symphony Orchestra
- Buffalo Philharmonic
- Chicago Symphony Orchestra
- Cincinnati Symphony Orchestra
- Cleveland Orchestra
- Dallas Symphony Orchestra
- Denver Symphony Orchestra
- Detroit Symphony Orchestra
- Houston Symphony Orchestra
- Indianapolis Symphony Orchestra
- Kansas City Philharmonic
- Los Angeles Philharmonic Orchestra
- Milwaukee Symphony Orchestra
- Minnesota Orchestra (Minneapolis)
- National Symphony Orchestra (Washington, D.C.)
- New Orleans Philharmonic
- New York Philharmonic
- Oregon Symphony Orchestra (Portland)
- Philadelphia Orchestra
- Pittsburgh Symphony Orchestra
- Rochester (New York) Philharmonic
- St. Louis Symphony Orchestra
- San Antonio Symphony Orchestra
- San Diego Symphony Orchestra

San Francisco Symphony Orchestra
 Seattle Symphony Orchestra
 Syracuse Symphony Orchestra
 Utah Symphony Orchestra (Salt Lake City)¹

As of April 1982 the League's two criteria for designation as a major orchestra are (1) the budget of the orchestra must exceed \$2.5 million and (2) the players must be paid on a weekly rather than a per service (concert or rehearsal) basis.² Several Canadian orchestras and the St. Paul (Minnesota) Chamber Orchestra, which are all League members and which otherwise qualify as majors, are excluded from the study. The Canadian groups operate under different collective bargaining laws, and the St. Paul ensemble is unique because of its size and repertoire.³

Symphony orchestras have collective bargaining practices and traditions which are in many ways unique. It is important to understand how these institutions have evolved and the environment in which they operate. As a result the paper focuses on these topics:

- The origin and development of symphony orchestras in the United States (Chapter I).
- The origin and development of union activity. (Chapter II).

¹American Symphony Orchestra League, Directory of Members (Vienna, Virginia: unpublished looseleaf handout, 1982), pp. 1-3.

²Telephone conversation with Lisa Gonzalez, Director of Research, American Symphony Orchestra League, March 1982.

³The St. Paul Chamber Orchestra (SPCO) specializes in the performance of "chamber" music for orchestra. In contrast to the instrumentation described in footnote 7 below, the SPSC's repertoire requires less than half that number of players.

- The economics of the orchestra (Chapter III).
- The attitudes and characteristics of the environment which create for peculiarities in the bargaining process (Chapter IV).
- The current bargaining agenda (Chapter V).
- The variables which have been distilled for quantitative study and the analytical framework which has been followed (Chapter VI).
- A discussion of the results of the correlation and regression analysis (Chapter VII).
- A summary and conclusions (Chapter (VIII)).

The paper includes a comparison of the 30 orchestras with respect to selected items which are most easily quantified. Sources of information include individual union contracts in effect during the 1980-81 season, financial statements of the orchestras for the same period, and external sources of information describing socioeconomic data for the communities in which the orchestras are located.

The appendices to the paper provide greater documentation of:

- How each orchestra compares on each variable (Appendix A).
- A selection of clauses on various subjects from the contracts of the orchestras (Appendix B).
- A sample financial statement for one of the orchestras (Appendix C).

Information for the paper was obtained in the following

manner. Officials of the various orchestras in most cases provided copies of both the 1980-81 season master agreements and financial statements for their respective groups. The national headquarters of the American Federation of Musicians (AFM) was most cooperative in providing copies of many contracts which the individual symphony groups declined to provide. In addition, the AFM provided its own spread sheets which compare data from the various orchestras, and these were used to fill in the gaps where no actual contracts or financial statements were available.⁴ The American Symphony Orchestra League also collects data in an exhaustive annual survey of symphony orchestra activities. Unfortunately, the League considers this information confidential and declined to release it.

Three subject matter experts were consulted toward the end of the study:

- Robert Crothers, Executive Assistant to the National President, American Federation of Musicians in New York City.
- Catherine French, Chief Executive Officer, American Symphony Orchestra League of Vienna, Virginia.
- Steven Zellmer, the head of the player's bargaining committee of the Minnesota Orchestra.

Each expert answered a number of questions and offered thoughts on those issues which the literature and the data gathered from contracts and financial statements either did not address or

⁴Overall, original master agreements were unavailable for Syracuse and Utah. Original financial statements were unavailable for Atlanta, Cincinnati, Dallas, Kansas City, Pittsburgh, San Diego, San Francisco, Seattle, Syracuse, and Utah.

provided contradictory information. All three responded with surprising consistency and agreement. Throughout most of the first seven chapters their ideas are the source of many statements which are not otherwise footnoted.

Statistical computations were provided through the University of Minnesota Computer Center using the SPSS On-Line program on the Cyber C74 computer.⁵ Terminal facilities and computer paper were provided by the St. Paul District, U.S. Army Corps of Engineers. A great deal of coaching and assistance on use of the computer was provided by Edward Renoux of the Corps of Engineers Data Processing Center. Typing was done by Michelle Walsh.

Finally, Professors Ross Azevedo, Rene' Dawis, and Jack Flagler of the University of Minnesota served as advisors on the project. They have offered useful suggestions as to the scope and direction of the thesis.

⁵Norman H. Nie and others, Statistical Package for the Social Sciences (2nd ed., New York: McGraw-Hill, 1975).

CHAPTER ITHE ORIGIN AND DEVELOPMENT OF SYMPHONY
ORCHESTRAS IN THE UNITED STATES

Those who have heard a professional symphony orchestra perform the crystalline movements of a Mozart concerto, the rugged declamations of a Beethoven symphony, the programmatic statements of a Richard Strauss tone poem, or the atmospheric settings of Debussy know that the orchestra is a complex, highly structured and emotionally intense organization. Yet the extraordinary detail of symphony collective bargaining agreements demonstrates that the orchestra is also an economic institution which must be concerned with an enormous number of human resource management issues. The contemporary labor-management process in the orchestra is, like the orchestra itself, the result of a lengthy evolutionary process.

American orchestras trace their origin to the small ensembles of musicians employed by churches and houses of royalty in Europe during the 17th century. The typical Baroque ensemble included one to four players on each of the string instruments (violin, viola, cello, and bass or their instrumental antecedents such as the viola da gamba), a harpsichord player, and one player on each of the several color instruments such as flute, oboe, trumpet, and tympani. These ensembles provided functional music for worship services, dances, and festivals.⁶

Historically, the trend has been for orchestras to increase

⁶Max Ways, The Romantic Era (New York: Time, 1967), pp. 54-55.

in size, and there are several reasons for this. Composers of one generation have invariably demanded a larger ensemble than that available to their predecessors so as to create new sonorities and to better express their musical ideas. Improvements in musical instruments themselves have frequently excited the imaginations of composers. Haydn wrote his trumpet concerto and Debussy his "Sacred and Profane Dances" as commissions celebrating the development of the valve trumpet and the chromatic harp. The accumulation of wealth in the hands of European governments and churches allowed Bayreuth, LaScala, Covent Garden, the Amsterdam Concertgebouw and other great concert halls to be built in proportions which provided an acoustically satisfactory setting for a large ensemble. The construction of these massive edifices in turn permitted greater numbers of concertgoers to attend performances. In our own century, recording and broadcasting have made symphonic music available beyond the concert hall itself. Thus, through a combination of events, by the 1870's the principal continental orchestras had expanded to their present size of 80 to 100 players.⁷

In 19th century America there were no courts, castles, or

⁷ Ways, pp. 54-55. The 1980-81 contracts studied for this paper indicate that one-third of the major American orchestras now have master agreements which specify that 100 or more musicians must be under contract. During the 1979-80 season the Minnesota Orchestra reflected the following roster of instruments:

16 First Violins	4 Flutes (2 double Piccolo)	4 Trumpets
14 Second Violins	4 Oboes (1 double English Horn)	3 Trombones
10 Violas	4 Clarinets (1 double Bass Clarinet)	1 Tuba
8 Basses	4 Bassoons (1 double Contrabassoon)	1 Tympani
1 Harp	5 French Horns	3 Percussion
1 Keyboard		

cathedrals either to sustain or display orchestras nor did the accumulation of wealth through industrialization necessarily create a direct funding mechanism for these early groups. However, by the early 1800's music societies did appear in such cities as Boston, Philadelphia, Cincinnati, St. Louis, and San Francisco. In mid-century resourceful immigrant musicians such as Louise Antoine Juillien founded their own orchestras. These ensembles typically had a home base -- Juillien's, for example, was New York -- but the groups also traveled extensively.⁸

The first permanent symphony orchestra was established in New York in 1842. Similar groups elsewhere were founded in rapid succession in the last years of the century: St. Louis and Boston in 1881, Chicago in 1891, Cincinnati in 1895, Pittsburgh in 1895, and Los Angeles in 1897. These orchestras had fairly complete instrumentation and employed paid professionals. However, seasons were short and members had to hold other jobs in order to support themselves.⁹

Another early conductor, Theodore Thomas, is generally credited not only with setting the standard for musical performance of his day but also successfully bringing together a number of

⁸ John H. Mueller, "The Evolution of the American Symphony Orchestra," in The Professional Symphony Orchestra in the United States, ed. George Seltzer (Metuchen, New Jersey: Scarecrow Press, 1975), pp. 41-42; Michael H. Moskow, Labor Relations in the Performing Arts: An Introductory Survey (New York: Associated Councils of the Arts, 1969). p. 13.

⁹ Margaret Grant and Herman S. Hettinger, America's Symphony Orchestras and How They are Supported (New York: W.W. Norton, 1940), pp. 28, 33, 34.

philanthropic forces, both in New York and Chicago. Deficit financing was a fact of life in orchestras from the start, and the great success of Thomas was in personally assembling a broad base of financial backers for his efforts.¹⁰ This cooperative philanthropy was emulated in a number of early American orchestras, but another model also appeared. Although as a management philosophy it is now virtually extinct, the benevolent dictatorship of such financiers as Boston's Henry Higginson left its mark. Orchestra historian John Mueller writes:

The first orchestra to profit from an almost unlimited philanthropy, [Boston] was modelled on the court troupes of Europe, and was established, owned, and administered by one man who looked upon and treated his musicians as his salaried employees. It differed from its European prototype, however, in two significant respects. First, it was in no sense functionally a private orchestra but was administered solely in the interest of public performance; second, it was dominated by an aesthetic idealism which entrusted the musical director with complete and autonomous jurisdiction, unrestrained by any economic, political, or personal consideration. Never has the theory of "artistic supremacy" been more perfectly implemented. It set the pattern of things to come. If detailed features have been altered, the general principle of philanthropic support, which permits a certain autonomy to an aesthetic standard, is now well accepted in orchestral administration.¹¹

Having described the early history of the orchestras and the individuals who founded them, let us now look at how union activities came to be a part of this history.

¹⁰Mueller in Seltzer, p. 23.

¹¹Mueller in Seltzer, p. 23. It is not surprising, in light of Higginson's personal hand in running the orchestra, that Boston was the last major orchestra to be successfully unionized.

CHAPTER IITHE ORIGIN AND DEVELOPMENT OF UNION ACTIVITY
IN SYMPHONY ORCHESTRAS

American musicians in the 19th century had conflicting views about their profession. Some saw themselves as artists whose labors were "above" those of other trade unionists. Others saw that the transient nature of the profession demanded a collective response. The earliest effort to organize a national union in the United States was the National League of Musicians (NLM). By 1890 it had 9,000 members in 79 locals. The debates at its conventions reflected the polarization between two groups. The elitists called the other faction "stove polishers" and "shoe makers." The latter group responded by calling its opponents "silk hatters" and "Price Alberts" due to the fact that NLM delegates were frequently seen wearing Price Albert coats, silk hats, and patent leather shoes at their conventions.¹²

An early issue was whether the musicians would affiliate with the American Federation of Labor (AFL). Although nationwide the majority of the NLM locals desired AFL affiliation, the largest voting blocks and leadership were concentrated in the east coast locals which, for the most part, opposed affiliation. Therefore, the AFL itself undertook to charter local musician unions directly and succeeded in luring many musician locals and members into the

¹²Robert D. Leiter, The Musicians and Petrillo (New York: Bookman Associates, 1953), p. 14.

AFL fold.¹³

In 1895 the AFL convention authorized President Samuel Gompers to formally provide the NLM one last opportunity to join the AFL and, if the NLM declined, to charter a new national union.

Author Robert Leiter describes what happened:

When the NLM, by a tie vote, decided not to join the AFL, Gompers issued a call for a national convention of musicians unions to meet on October 19, 1896. Twenty-six unions representing 24 localities responded to the convention notice by sending either a delegate or a letter. Of these 26, 17 were in the NLM and nine were independent. The delegates represented 4,000 members, 886 of whom were not members of the League. The convention successfully organized the American Federation of Musicians, and received a national charter on November 6, 1896.¹⁴

After some ensuing turf battles between the new and old unions, the AFM ultimately consolidated its power to the point that the NLM dissolved itself in 1904:

The disintegration of the National League of Musicians was not a serious calamity to the musicians. The NLM had failed to assist the locals in improving wages, hours, and other employment conditions. It never had the opportunity to carry out what should have been its chief purposes and functions because it was mainly a forum. The loose nature of its organization, under which the locals retained most of the authority and discretion, did not give it any cohesiveness. The only uniting element in the League was the national death benefit scheme which it had set up and supervised.¹⁵

Some of the early issues with which the AFM was concerned and which spurred unionization were:

1. Fear that a group of musicians, while traveling, might be stranded in a distant place without pay. Thus unions demanded

¹³Leiter, p. 15.

¹⁴Leiter, pp. 15-16.

¹⁵Leiter, p. 17.

that employers post bond prior to traveling.¹⁶

2. The inroads that military bands made into the work of civilian musicians. The AFM secured an agreement from War Department officials limiting the use of service bands and applied pressure on local officials to hire union musicians for parades and civic functions.

3. The influx of foreign players. Boston's Higginson was a frequent target of the union for hiring foreign players and conductors. The American Federation of Labor had successfully lobbied Congress for legislation forbidding employers from contracting with aliens and then importing them into this country. However, rulings of the Attorney General repeatedly stated that musicians were artists, not laborers, and therefore exempt from the law. It was not until 1932 that the union succeeded in changing the law to cover musicians.¹⁷

The AFM has been fortunate in that symphony orchestras have for many years operated as closed shops, even if this is not

¹⁶Touring conditions have improved somewhat. Consider page 18 of the 1980-81 Los Angeles master agreement: "Management shall assign seats for all flights. In the event certain airplanes have first class and coach accommodations and the Orchestra and its Management occupy both sections, members of the Orchestra shall occupy the first class section on a rotation basis with three (3) seats reserved for Management. Management shall be responsible for maintaining the order of rotation." For sheer specificity of a contract clause on travel it would be hard to surpass this excerpt from the St. Louis agreement, p. 28: "Two members of the Orchestra: Charles Weiser and Louis Kampouris, do not wish to use air travel. The society will pay for alternative transportation for these musicians and will not penalize them for services missed as the result of refusing to fly."

¹⁷Philip Hart, Orpheus in the New World -- the Symphony Orchestra as an American Cultural Institution (New York: W.W. Norton, 1973), p. 100.

specifically prescribed in the contract.¹⁸ Through its locals the AFM has by tradition functioned as a craft union. In his landmark study of symphony orchestra bargaining practices Leon Lunden states:

The union is an institutional factor in the market which influences mobility. In contrast to industrial unions, which operate to control wages and conditions, but not supply, the AFM is a craft union which acts to control both the price of musicians and the supply, especially the supply's movement in the market. The Federation is primarily concerned with regulating the competition between local symphony players and non-local symphony instrumentalists. In essence, they seek to protect local union members. Thus, the emphasis is upon controlling the supply already in the market.¹⁹

As with other craft unions, the goal to regulate the labor market results primarily from the scarceness of work. In 1970 the AFM estimated that (1) less than 16 percent of its members were regularly employed, (2) another 35 percent were only partially or sporadically engaged in the field, and (3) as much as 45 percent of its 300,000 members had not made any money from music for more than a decade.²⁰ Yet, in spite of these numbers, the AFM has survived. From 1940 to the mid-1960's, the growth of the AFM was due in large part to the drive, determination, and charisma of its long-time president, James Caesar Petrillo.

As a stage musician and subsequently as a union organizer in Chicago in the 1920's and 1930's Petrillo had a career path markedly different from that of conservatory-trained orchestra musicians. Nevertheless, his achievements as president directly affected

¹⁸Leon E. Lunden, "Major Symphony Orchestra Labor Relations" (doctoral dissertation, University of Wisconsin, 1967), p. 459.

¹⁹Lunden, p. 516.

²⁰Staff of the publication American Labor, "The American Federation of Musicians" in Seltzer, p. 366.

symphony players.²¹ These include:

- Unionization of all major orchestras, including the previously untouchable Bostonians.²²

- Establishment of a consistent procedure, applicable nationwide, with respect to importees (union musicians from outside a particular local's jurisdiction).²³

- Assurance that recorded music provides opportunities rather than unemployment for musicians through the Music Performance Trust Fund and nationwide recording wage scales.²⁴

- Establishment of a nationwide contributory pension plan.²⁵

- Resolution of costly turf wars between the AFM and other performing artist unions.²⁶

- Legislative groundwork for the National Endowment for the

²¹Chapter IV will also discuss some of the ways in which Petrillo's actions coalesced symphony orchestra players into their own highly militant group within the AFM.

²²Lunden, p. 238.

²³Lunden, pp. 237-239.

²⁴Under a formula established in 1948, the Secretary of Labor appoints an independent trustee for the Music Performance Trust Funds to which the record industry pays royalties of about one percent of the manufacturer's suggested list price on records and tape recordings. After deducting administrative costs, ten percent of these funds are held for allocation at the trustee's discretion, and the remainder is distributed to union locals to pay for free public service performances. The grants generally go to employ local musicians at union scale. Musicians are paid directly by check from the New York office of the Fund on the basis of payrolls certified by the local. In some cities players in the local symphony orchestra are engaged for special free concerts, usually in schools. Hart, p. 107.

²⁵Lunden, p. 453.

²⁶Hart, p. 103.

Arts, the Federal vehicle for support of the orchestras.²⁷

Having looked at the early history of both the orchestras and the union, let us now look at the contemporary scene beginning first with a discussion of the economics of symphony orchestras.

²⁷Lunden, p. 103.

CHAPTER III

THE ECONOMICS OF THE SYMPHONY ORCHESTRA

A Fortune magazine article began a discussion of symphony finances with a report from an imaginary time and motion engineer:

[The observer] had been shocked by what he saw at a symphony concert: sixteen first violins, all doing the same thing, nine double basses just to swing back and forth on the notes of a single chord. Even the woodwinds, which looked as though they had individual functions, often proved on examination to be doubling the notes already being played by the strings. Many players, especially the brass and percussion sections, were idle most of the evening. Worse yet, much of the music the orchestra played was made up of short repetitive phrases, and sometimes entire sections of a piece were played all over again. It was no wonder, the time-study man wrote, that orchestras lost money. He recommended a program of personnel reduction and musical editing that would improve productivity and enable half as many people to play twice as much music during a two-hour concert.²⁸

The germ of truth is that basic concepts of profit and loss require redefinition in the performing arts. Leonard Burkat, a management official with the Boston Symphony, once said:

We don't play in the biggest halls, where we would sell the most seats. We play in halls that are best for music, where the music sounds right. We hire the best talent we can find anywhere, not talent we can save money on, or there's no reason for our existence. Our goal is great music. We can't play more than a certain number of concerts and keep our standards up. We try to do the best that can be done, under the best possible conditions. A city does not have a symphony orchestra because it can afford it. Nobody can afford it. You have it because you want it, and you pay what it costs. If we made money, there'd probably be something wrong; we wouldn't be giving enough to our community.²⁹

²⁸ Martin Mayer, "Managing Orchestras is a Fine Art Too," Fortune, September 1, 1968, in Seltzer, p. 339.

²⁹ Lunden, p. 33.

The early benefactors of orchestras knew, as do their present day counterparts, that "earned" income from ticket sales, hall rental (if the orchestra owns its hall), program advertising, broadcasting and recording covers but a fraction of total costs.³⁰ Orchestra historian Phillip Hart believes that early benefactors were motivated by "artistic considerations and an aristocratic sense of duty."³¹ Fortune states it this way:

In palmier days, when seasons ran 20 weeks and the men took jobs at hotels for the summers, individuals could sponsor an orchestra as a hobby. A Henry Lee Higginson in Boston, a William Andrews Clark Jr. in Los Angeles, an Elbert Lawrence Carpenter in Minneapolis would simply write a check for whatever was necessary at the end of the season. Some of this tradition survives, especially in the smaller cities, where the income-and-expense statement of the orchestra balances exactly because at its last meeting the board passes the hat. But at the larger orchestras the deficits today are beyond what individuals are likely to contribute every year.³²

There were other problems with having either one or a limited number of philanthropists as guarantors. Concentrating the financial power in one such individual carried with it the hope, not always realized, that such power would not be used arbitrarily. Also, when these individuals died there was not always a guarantee

³⁰ Samuel Grafton, "Trouble in Our Symphony Orchestras," McCalls, November 1960, p. 209 quoted in Lunden, p. 37. Data for 1980-81 indicate that earned income in the orchestras, as a percentage of total budget/expenses, ranges from about 25 percent for Indianapolis to about 80 percent for Boston. High levels of earned income also correlate strongly positive (.7033) with budget. Thus, the bigger the budget, the more likely the orchestra is to "earn" a greater share of its income.

³¹ Hart, p. 295.

³² Mayer in Seltzer, p. 348. Operating deficits for two orchestras, Detroit and Rochester, both exceeded \$1 million in fiscal year 1981.

that the heirs would continue to provide for the orchestra.³³ As a result, over the last several decades orchestra boards have become more diversified with respect to their membership which has, in turn, diversified the sources of contributed income.³⁴ Mechanisms include the following:

1. Endowment. This is a trust administered either by the orchestra itself or a legal entity which it has established. The endowment provides capital from which the orchestra derives an annual income. These trusts may be restricted to various purposes.³⁵

2. Business sponsorships. These include underwriting the costs of specific concerts and programs, block ticket purchases, and donations of such things as equipment, office space, services, and advertising.³⁶

3. Foundation grants. The largest arts-related grant in its history -- \$80.2 million -- was awarded by the Ford Foundation

³³Lunden, p. 40.

³⁴For example, the 1981 annual report of the Chicago Symphony, p. 19, indicates that the \$3.5 million annual sustaining drive was achieved as a result of contributions from over 8,000 individual, corporate and foundation donors.

³⁵Hart, p. 304. Endowments for the orchestras in 1930-31 ranged from \$382,000 for Rochester to over \$21 million for New York, with mean = \$7.9 million and median = \$6.4 million. Size of the endowment correlates strongly positive with both size of budget (.7328) and size of operating budget surplus (.5009).

³⁶Lunden, p. 45. The 1980-81 data show that the number of Fortune 500 companies in a particular metropolitan area in which an orchestra is located correlates strongly positive with both budget (.5865) and endowment (.6041).

to 61 orchestras in July 1966. The money was designed to (a) shore up existing endowment funds or establish such funds in orchestras where they did not currently exist, and (b) increase salaries of players. The example of the Ford Foundation grants has stimulated a great deal of interest in tapping other foundations for support.³⁷

4. Government grants. It is in this particular area that the differences between contemporary European and American orchestras are greatest. For example, major German and Dutch orchestras each receive government subsidies accounting for some three-fourths of their total budgets.³⁸ However, European tax codes generally do not provide individuals or corporations the incentive to make large charitable contributions to institutions such as orchestras. Thus, for many years promoters and detractors of state aid to orchestras in America argued as to whether direct subsidies from the government would discourage private donations.³⁹ Such arguments are now academic since tax supported grants to orchestras have become a reality. The Federal role began with the establishment of the National Endowment for the Arts in 1966 which, in turn, set the example for the states and certain local

³⁷Lunden, pp. 52-54.

³⁸Amyas Ames, "The Silent Spring of Our Symphonies," Saturday Review, February 28, 1970 in Seltzer, p. 383.

³⁹Samuel R. Rosenbaum, "Financial Evolution of the Orchestra," The American Symphony Orchestra, ed. Henry Swoboda (New York: Basic Books, 1967), p. 169.

governmental jurisdictions.⁴⁰

Having discussed some of the economic facts of life, let us now look at other environmental and institutional variables which affect various aspects of the bargaining.

⁴⁰Lunden, pp. 76-79. The current data indicate that in 1980-81 all but one orchestra (Chicago) received a Federal grant and all but one (the National Symphony of Washington, D.C.) received a state or local governmental grant. The non-Federal grants have now surpassed Federal grants in size. Overall National Endowment grants had mean/median of \$223/200 thousand whereas the non-Federal government grants showed \$431/343 thousand.

CHAPTER IVENVIRONMENTAL AND RELATED CHARACTERISTICSUNIQUE TO THE BARGAINING PROCESS

There are a number of characteristics of orchestras as institutions and the individuals associated with them which condition the entire bargaining process. Some of these have already been mentioned in passing and will now be examined in greater detail.

Salaries - The Mysteries of the Pay Process

The annual salary of the musician in the major orchestra is primarily a function of three factors: (1) weekly base pay, (2) length of the season, and (3) personal scale of the player, an amount over and above the weekly base times the length of the season.⁴¹ Only factors one and two are covered in the master collective bargaining agreement; the personal scale is negotiated between the player and management directly. "Management" in this case can mean the general manager, a designated subordinate in charge of personnel matters, the conductor, or all three. In the larger orchestras more than half the players may be covered by some personal scale over and above the base; in the smaller groups the figure may be closer to 25-30%.

⁴¹Arthur S. Leonard, "Collective Bargaining in Major Orchestras," Industrial and Labor Relations Forum, Winter 1975, p. 394. Data for 1980-81 contracts show mean/median of (a) \$445/435 for weekly scale, (b) 47/52 weeks for the length of the season, and (c) \$22,174/21,001 for guaranteed annual salary.

The first chair player, the "top" or -- in theory -- best performer on a particular instrument as well as the leader of the section, is most likely to negotiate a sizable over-scale personal contract. Woodwind and brass players are also more likely to receive such premium pay. Unlike the strings they generally play one person on a part and are therefore more prominent with respect to solo work. Moreover, because the strings account for anywhere from one-half to two-thirds of the members of the orchestra, any increase in pay among string players creates an enormous drain on the orchestra's budget.⁴² Yet this creates a dilemma. For a variety of reasons -- not the least of which is the sheer technical difficulty of performing on the violin, viola, cello, or bass -- good string players always have been, and continue to be, in short supply. They are thus the very players for whom some form of across-the-board premium pay could presumably improve both recruitment and retention.⁴³

Some orchestras, especially the smaller ones, have tried to make salary determination more open by writing into their contracts precise language covering, in addition to "chair" assignments, various over-scale payments for solos, doubling (playing more than one instrument per concert or rehearsal), seniority, recording

⁴² Leon E. Lunden, "Bargaining in Major Symphony Orchestras," Monthly Labor Review, July 1969, p. 18, hereafter referred to as Lunden*.

⁴³ Michael H. Moskow, "The Performing Arts" in The Emerging Sectors of Collective Bargaining, ed. Seymour L. Wolfbein (Braintree, Massachusetts: D.H. Mark, 1970), pp. 86-87, hereafter referred to as "Moskow in Wolfbein."

sessions, and the like.⁴⁴ Nevertheless, the standard policy in the industry remains one of the iron-clad secrecy. The sanctity and privacy of the individually negotiated contract, while common throughout the performing arts, would seem to be problematic from the union's perspective. Without knowing the personal scale of the players union negotiators do not know the magnitude of the total wage bill over.⁴⁵ Moreover, there would seem to be a fundamental philosophical problem:

The essence of collective bargaining is that the union leader represents the collective interests of the employees in the bargaining unit. The employees almost always have conflicting demands because of differences in their ages, interests, and jobs. Nevertheless, the presumption is that a strong community of interest exists that overrides the conflicts among the employees. Part of the job of the union leader is to mediate among the demands of his constituency and to assist them to reach a consensus. Individual bargaining, however, causes greater competition among employees and makes it more difficult for union leaders to obtain unified support from their membership. This problem is more prevalent among symphony musicians where the overscale salaries are relatively close to the basic salary. In most cases, unions in the performing arts appear to have adjusted with relative ease to individual bargaining . . . [but it remains an important issue] in the symphony

⁴⁴Doubling is discussed and explained in footnote 92. Contracts can be extremely specific on such points. New Orleans, p. 13, states: "Each of the following shall be deemed a separate instrument except as provided in individual contracts: violin, viola, viola d'amore, viola da gamba, cello, bass, harp, flute, alto flute, all recorders, bass flute, piccolo, oboe, oboe d'amore, heckelphone, English horn, clarinet, basset horn, Eb clarinet, bass clarinet, contra bass clarinet, all saxophones, bassoon, contra bassoon, horn, Wagner tuba, trumpet, flugelhorn, cornet, bass trumpet, trombone, valve trombone, baritone, euphonium, tenor tuba, contra bass trombone, tuba, piano, harpsichord, percussion (including any so called "toy instrument"), tympani, trap drums, celesta, saw."

⁴⁵Lunden, p. 470.

orchestras. A much larger percentage of orchestra members receive overscale pay, and musicians' contracts are not filed with the AFM, so that salary figures are not available to other musicians.⁴⁶

However, for several reasons personal scale and salary secrecy may be more problematic in theory than in practice.⁴⁷ First, both sides in bargaining strongly believe that the personal and artistic integrity of the musician will be compromised by "going public" with personal scale information. Second, from the union perspective, the "need to know" is outweighed by the potential jealousy and divisiveness which might result. Third, salary secrecy is obviously not a management problem since its financial experts know the total payroll. Fourth, overscale payments may still be a relatively small part of the total wage package. Finally, if labor/management relations are cordial, management may offer to share with the union (a) data on the total cost of the overscale package or (b) the individual agreements showing personal scale wages but with names deleted.

Labor Intensiveness and the Productivity Squeeze

Symphony orchestras are by nature labor intensive service functions which resist productivity increases. As costs have increased, some of the responses include:

1. Raising ticket prices. This is risky since the demand for the product is highly elastic, "uneven and variously motivated; it is affected not only by pure musical interests, but also by

⁴⁶Moskow in Wolfbein, pp. 85-86.

⁴⁷See footnote 65 below.

ethnic backgrounds, education (in its medicinal "good-for-you" sense), and social status."⁴⁸

2. Lengthing seasons. Playing more concerts means more people paying to listen to the orchestra, but it also means paying musicians for extra rehearsals and performances. In addition, a longer season increases costs in other ways. Out-of-town travel typically increases so as to expand the concert audience while not saturating the market at home. Summer performances are added which, in turn require that air conditioning or an outdoor hall be available. Sustained audience interest for longer seasons demands greater variety of programming and "draws" such as highly paid solo superstars.⁴⁹

3. Doing more with less. One example of this is division of the orchestra into two smaller ensembles. The Minnesota Orchestra is typical; for two weeks each December somewhat less than half the orchestra performs the Messiah with a local, non-paid chorus while simultaneously the rest of the orchestra accompanies the Nutcracker ballet. However, orchestra division is a sensitive issue for the union because of the fear that such practice takes work away from free lance musicians.⁵⁰ Another example of "more for less" is the relatively profitable use of runouts. If the orchestra takes programs of music already in its repertoire to locations within a couple hours drive from the home base, it can expand the

⁴⁸Mayer in Seltzer, p. 344

⁴⁹Moskow in Wolfbein, p. 62.

⁵⁰Lunden*, p. 18.

concert audience without incurring additional rehearsal time or the costly expenses of longer tours.⁵¹

The Irrelevance of Traditional Concepts of Work Hours

Symphony musicians are not covered by the Fair Labor Standards Act because they are considered professionals. No symphony master agreement speaks of hours of work in the traditional, "40 hours per week" sense. Everyone accepts the fact that symphony work involves irregular hours, frequent travel, a great deal of personal preparation (i.e., individual as well as group rehearsal) in relation to final product, a less than year-round schedule of employment, and considerable "down time", from counting rests on the sheet music to waiting in bus terminals. However, the consistency of contracts in certain areas, such as the number of "services" (rehearsals and concerts) per week, shows a self-imposed regulation on hours of work that has developed over the years.⁵²

The Tradition of Tyranny at the Podium

Orchestral lore is replete with horror stories such as the following, told some 40 years ago by an anonymous woodwind player:

I pride myself on being a fairly good musician. I know my instrument and feel that there is no conceit involved when I say that I am a good judge of the adequacy of my playing. Yet through twenty years of orchestral work I have been abused, tormented, taught, scolded, sworn at, and once even threatened with physical violence by a collection of

⁵¹Mayer in Seltzer, p. 344.

⁵²Twenty-three of the 1980-81 contracts clearly stated that 8 services per week was the maximum. All of them limited rehearsals to between 2-3 hours per day and concerts to between 2 and 2-1/2 hours.

conductors who knew as little about my instrument as the proprietor of a turkish bath. In my locality it has been the habit of critics to praise the conductor for good performances, and to upbraid the orchestra for bad ones. . . . As a case in point, many years ago I played under a conductor who somewhere had heard that the only way you could achieve a pianissimo or a good forte was by changing your reed to one of a different strength. He insisted that the musicians change their reeds whenever the dynamic marks changed. They were compelled to hold reeds behind their ears and play at changing the reeds. We ignored him but had to pretend we were playing the game. . . . Yet, the local critics, the so called connoisseurs, and amateurs hailed him as producing one of the finest woodwind sections the orchestra had ever had.⁵³

The artistic goal of achieving the quintessentially perfect sound, coupled with an enormous and unbridled ego, resulted in the dictatorial practices of such conductors of the past as Arturo Toscanini and Fritz Reiner.⁵⁴ Perhaps in reaction most contracts now describe extremely detailed procedures and committee processes dealing with discipline and discharge, seating (e.g., first chair,

⁵³Unsigned letter to the editor, Woodwind Magazine, March 1940 in Seltzer, pp. 149-151.

⁵⁴Leonard, p. 409. Excesses of the past have provoked complexities in the present such as an incredible clause from the Houston contract, p. 11, dealing with intermissions: "Intermissions for a rehearsal of two (2) hours shall be ten (10) minutes. Intermission time for a rehearsal of two (2) hours and thirty (30) minutes shall be fifteen (15) minutes. On days when two (2) two-hour rehearsals are scheduled, intermission time shall be ten (10) minutes and fifteen (15) minutes respectively. On days when there are both a two and one-half (2-1/2) hour rehearsal and a two (2) hour rehearsal, intermission shall be twenty (20) minutes and fifteen (15) minutes respectively. On days when two (2) two and one-half (2-1/2) hour rehearsals are scheduled, there shall be a total intermission time of twenty (20) minutes which may be one (1) twenty (20) minute segment or two (2) ten (10) minute segments for each two and one-half (2-1/2) hour rehearsal. ... [For] any rehearsal over two and one-half (2-1/2) hours, the intermission shall be five (5) minutes intermission for each additional thirty (30) minute segment, which shall be scheduled at the discretion of the conductor. At no time shall any part of a rehearsal exceed one (1) hour and thirty (30) minutes without an intermission"

second chair, etc.), demotion (e.g., pushing older, more rusty players further to the back), audition procedures (both for vacancies and for moving up within the section), and even artistic direction.⁵⁵ At the same time, the era of trans-oceanic directorship, whereby a conductor like Zubin Mehta conducts part of the time in New York and part of the time in Israel, limits the opportunity for megalomania to totally control an orchestra as was the case in the past.

However, a conductor's preference for certain styles of playing and a singleminded manner can still generate ill will on occasion which, in turn, is guaranteed to bring the contractual grievance machinery into play. At the same time, although fierce competition for jobs and strict audition procedures mean that few players are ever dismissed from orchestras, it is not uncommon for a new conductor to desire to make a number of personnel changes,

⁵⁵David L. Westby, "The Career Experience of the Symphony Musician," Social Forces, March 1960 in Seltzer, pp. 404, 408; Lunden p. 420; and Hart, p. 465. Artistic and audition committees can be classified three ways: (1) no committee, (2) committee with "advisory powers," and (3) committee with "mutual agreement" powers. According to the 1980-81 contracts, it appears that musicians have been more successful in obtaining substantive involvement with respect to audition decisions than artistic decisions:

	Committee presence according to contract language	Type of committee	
		Artistic	Audition
Number of Orchestras	None	7	1
	Advisory	21	12
	Mutually agree	2	17

Another item of artistic concern is string rotation. In twelve of the orchestras there is some provision whereby, at least on a limited basis, the string players periodically move forward to sit in chairs which are further to the front and therefore more prestigious.

particularly among the first chair players. This is more likely to occur in a "maturing" orchestra where, for example, the group recently lengthened its season, converted from a "per-service" or "metropolitan" status to "per week" major status and hired a new music director to put the group on the map. In such circumstances personnel changes may result not only from attrition but also from more direct action, and dismissals can and do occur.⁵⁶

The case law supports the conductor's right to dismiss a player on artistic grounds provided that established procedures are followed. This basic principle was set forth in an arbitration decision authored by Arthur Goldberg:

The procedure should provide that in job security cases, involving the dismissal or non-reengagement of a musician on the basis of artistic competence, the sole issue for resolution in the grievance procedure and by the arbitrator or umpire is whether the dismissal or non-reengagement was based on considerations of artistic competence or upon other causes. If it is determined in this procedure that the dismissal or non-reengagement was based upon a genuine determination regarding artistic competence, the decision of management shall be considered final and binding. If it is determined that the dismissal or non-reengagement was not based upon a genuine determination regarding artistic competence it shall then be determined whether there were or were not other proper grounds for such action and in this event the decision arrived at in the grievance procedure, including the arbitration step, shall be considered final and binding.⁵⁷

⁵⁶In the 1980-81 contracts about half the orchestras appear to rest final authority for dismissal with an arbitrator, another 12 appear to rest such authority with a joint committee, and three appear to still retain such power with either management or the conductor.

⁵⁷Arthur Goldberg, Arbitrator's Award, Metropolitan Opera Association and Local 802, AFM, December 14, 1961, p. 10, quoted in Moskow, p. 130.

Touring - High Visibility, High Cost

All major orchestras travel to some extent. Many are lucky to break even on the cost of touring but continue to do it because of the prestige involved coupled with the fact that the musicians are on the payroll and must therefore be put to work in some way.⁵⁸

To the outsider it appears that contract clauses dealing with tours are extraordinarily long and detailed. For example, Detroit's master agreement devotes 25 of its 95 pages to tour rules and covers everything from luggage service to how many kronas per diem were to be permitted while in Sweden during the 1979-80 European tour.⁵⁹ One reason for this is that travel clauses have typically evolved from an accumulation of past grievances. The headaches which tours have created for management are nothing new. Lunden quotes from the autobiography of Walter Damrosch, the conductor of the New York Philharmonic in the first years of this century:

At present our players while on tour receive so much per day above their salaries for meal and beds, but in the early days I used to pay their hotel expenses, my manager engaging rooms and arranging the rates "on the American plan" before we arrived in the city in which we were to play. This system, however, never worked well because there was always intense jealousy among the musicians as to the quality or convenience of their respective rooms; and if the first oboe found that his room did not front on as agreeable a locality as that of the first horn, he would perhaps sulk and

⁵⁸Hart, p. 311.

⁵⁹The New Orleans agreement, p. 24, states that cellos may be carried on a separate truck or "may be transported in the seating area of a bus. A cello will count as occupying 1 seat."

consider that he had been unfairly treated. The newer arrangement proved much better.⁶⁰

Symphony Musicians and the Union Local - The Shifting Relationship

For many years labor relations in the orchestras were generally peaceful. From 1922 to 1954 there was but a single work stoppage among major orchestras. Orchestra scholar Philip Hart explains that this resulted from the peculiar relationship between symphony players and the union local:

To a very large degree, orchestra musicians were completely excluded from the negotiations of the periodic trade agreements reached between their unions and their employers. Except for the Boston Symphony, where the players had established a bargaining structure through their own elected committee prior to joining the union in 1942, orchestra managements bargained directly with union officials. Such bargaining affected only a small part of union membership -- few more than one hundred in a total roster of thousands. Moreover, symphony orchestra employment was quite different from most other jobs with which the union officials were familiar: they were accustomed to dealing with theaters, broadcasting stations, nightclubs, hotels, and dance halls operated for a profit, who could readily pass on to their customers or advertisers the added labor costs accruing from wage increases. Furthermore, a large number of union members worked for casual employers, who seldom bargained directly with the union but merely accepted a wage scale set unilaterally for various types of work. In dealing directly with symphony-orchestra managers and board members, the union officials encountered a quite different sort of employer, one who was running a nonprofit operation of frequently precarious existence. Therefore, they were inclined to relax the kind of "hard-nosed" negotiating stance that they adopted as a matter of course with broadcasting corporations or nightclub owners. In fact, they often listened with considerable sympathy to the pleas of financial hardship which symphony boards and managers put forth -- for they had little specific knowledge of the financial resources of such organizations -- settling for modest increments in salary and small improvements in working conditions in a way that resulted in symphony players as a group falling behind other professional groups in the nation. ... Union officials seldom

⁶⁰Walter Damrosch, My Musical Life (New York: Charles Scribner's Sons, 1926), pp. 201-202, quoted in Lunden, pp. 298-399.

prepared themselves for negotiations by canvassing the players in an orderly fashion: they relied upon the personnel manager, the rare union officer who happened to play in the orchestra, or a few cronies for information on conditions in the orchestra, many of whom had no counterpart in other areas of musical employment. For their part, symphony boards and managers, among the largest orchestras particularly, did little until the late 1950's to expand their services in a way that would offer players increases in annual income to keep pace with the other professions with which musicians liked to identify themselves.⁶¹

The reaction to these practices coalesced in a number of meetings between orchestra members from various cities and, ultimately, the founding of the International Conference of Symphony and Opera Musicians (ICSOM) in 1961. In its charter ICSOM dedicated itself to bettering the lives of orchestra performers and aggressively pursuing such goals as lengthening orchestra seasons, raising wages, establishing an orchestra strike fund, establishing a meaningful pension plan, exchanging information on the qualifications of conductors, increasing government aid to the arts,⁶² employing legal counsel separate from that of the local union, and assuring participation in negotiations and ratification rights.⁶³

The arrival of ICSOM as a force has no doubt been simultaneous with increased orchestra player militance as demonstrated by both the number and duration of strikes as well as

⁶¹Hart, pp. 110-111.

⁶²Henry Shaw, "The International Conference of Symphony and Opera Musicians" in Seltzer, p. 375.

⁶³Hart, p. 115.

the frequent failure to ratify the negotiated contract.⁶⁴ However, the "decade of militance" (1964-1975), during which orchestra players achieved marked improvements in salary and benefits, is the same period of time during which there were massive infusions of money into orchestra budgets from the Ford Foundation, the National Endowment, and other sources. Moreover, this also was a period of unprecedented growth in the economy as a whole. As is often the case, it cannot be said for sure whether union activity caused the change or merely rode the crest of the wave.⁶⁵

The presence of ICSOM has also raised the spectre of dual unionism over the last 20 years to the point where there have been occasional threats of secession, and there is still occasional discord. For example, on the floor of the 1980 ICSOM convention there was a great deal of criticism of the AFM with respect to the parent organization's positions on increasing work dues and

⁶⁴Leonard, p. 410. As will be discussed below, data from the AFM and other sources show that only 6 of the 30 orchestras have escaped strike activity since 1945. Most of these work stoppages have occurred since 1964.

⁶⁵This problem is illustrated by a comparison of Lunden's data and 1980-81 contract data. From 1964 to 1980 annual orchestra salaries have multiplied 5 times on average, largely through the combined effect of larger weekly base salaries and longer seasons. Yet during roughly the same period, 1967 through June 1982, the consumer price index has nearly tripled (1967 = 100, June 1982 = 290.1 for all American cities combined). "BLS Consumer Price Index for 1982," Government Employee Relations Report, August 16, 1982 p. 63. Moreover, as is frequently the case in wage relationships over time, overall rankings have changed very little in spite of the large dollar increases. For example, annual wages for the 1964-65 and 1980-81 seasons correlate .7969 ($p = .001$).

ratifying the national agreement.⁶⁶

Nevertheless, over time the relationship between the symphony players, the local union, and the symphony management has become more stable, businesslike, and sophisticated in many orchestras. The days are long gone when a local union president, with a background as a "club date" musician, sews up a contract with the symphony management and presents it to the musicians as a take-it-or-leave-it proposition.

In contemporary bargaining the union side typically includes one or two local union officers, an attorney, and several players from the orchestra who are members of both the local AFM and ICSOM. What actually transpires will result in large part from the chemistry of the issues and personalities involved, but it is likely that the players will have substantial input into the bargaining effort. The players obviously have the best knowledge of the bargaining issues through grievance records and expressed membership wishes.

As is typical of national/local relationships in a craft union, the national AFM recognizes that different orchestras are in different stages of development, have different needs, and reflect different financial situations. The national ordinarily involves itself in local negotiations only to the extent it is asked to. It does not seek uniform nationwide provisions in master agreements and as such does not publish any kind of model contract for symphony

⁶⁶Henry Shaw, "Turbulence in Portland -- Mt. St. Helens Simmers, Orchestra Delegates Boil," Senza Sordino, October 1980, p. 1. Senza Sordino is the official ISCOM publication. The name is an Italian term used in musical scores which means "without mute."

orchestras. However, the AFM headquarters and ICSOM do serve as clearinghouses for information and sources of expertise on trends in bargaining and settlements. For some years now a special assistant to the president of the AFM has been assigned exclusively to symphony affairs.

Having player representatives on the bargaining committees has assured that their voices are heard in negotiations, but this has also created its own problems. Criticisms include the following:

1. Committees tend to relay the total demands of the musicians instead of providing leadership by setting priorities on issues involved in the negotiations.

2. Musicians are often unwilling to delegate full negotiating authority to the committee.

3. Individual musicians on the committee voice conflicting opinions in negotiations.

4. Committees do not always strongly support ratification of the contracts they have negotiated.

5. There is considerable turnover in orchestra committees and, thus, a void in the long-term commitment to leadership.⁶⁷

Management - Structures and Attitudes

The organizational structure of the symphony orchestra differs from the profit-based private sector model, most notably in the way in which management responsibilities are shared. Ordinarily there is a tripartite division between the general manager, the conductor or music director, and the board of trustees. Business

⁶⁷Moskow, pp. 117-118.

management and artistic direction, according to the Higginson/Boston model, in theory do not overlap. However, in practice there is a continuous trade-off process. For example, the conductor may feel it is important to perform a particular contemporary work by Schoenberg or Messiaen. Yet when such a piece is programmed it must frequently be balanced by a more popular "warhorse" such as a Brahms or Schubert symphony which will bring the audience to the hall in the first place. Moreover, as the director of development for the Rochester Philharmonic has written, donor and guarantor support affects the decision process:

Our annual reports should not take precedence over but be considered together with our narrative of artistic accomplishment. There is a fine line between wresting artistic control from our music directors, management, and programming committees or performing only those works "our angels like" and making decisions on our "artistic capacity considering our financial capability." We can no longer unthinkingly schedule major works that cause us to incur a guaranteed deficit. We must balance our concern for creativity and artistic achievement with a reasonable concern for fiscal responsibility. This does not mean that our musical, volunteer, and management leadership cannot choose to risk new ventures. It does mean that we must evaluate the consequences and be prepared to defend our decisions. After all, it is the donors' dollars that allow us to present our music professionally.⁶⁸

Other individuals with some managerial responsibilities includes the section principals (e.g., first chair trumpet) and the personnel manager. As indicated earlier, the principals perform solos as needed and are thus paid more. They may also be called upon to make musical interpretations and assign different parts for section members to play.

⁶⁸Paul Smith, "Accountability in the Arts," Symphony News, April 1977, p. 11.

The personnel manager is a union member who holds a unique position which combines elements of steward, labor-management relations counselor, schedule coordinator, first sergeant, and buffer between players and the hierarchy:

He is the intermediary between the men and the conductor. He is also liaison man between players and management, and is the union representative in the orchestra. It is up to him to see the orchestra is ready and in condition to rehearse when the conductor is ready for it; to provide extra players when complicated scores call for them; to know where suitable substitutes may be found if any man falls ill; and to arrange auditions for prospective new members of the orchestra.⁶⁹

In the symphony structure boards of directors play their most prominent role with respect to fund raising activities and, therefore, many of the ultimate sources of revenue. As such they can dilute the degree of responsibility one might otherwise expect to find in the salaried management cadre.⁷⁰ However, the growth of committee processes in orchestras has eliminated much of the influence boards once had with respect to artistic direction.⁷¹

In bargaining the management team most typically consists of the general manager, an attorney and either a board member or consultant. Other board members can and do make their voices heard in terms of guidelines they provide their representatives on such

⁶⁹"Maurice Van Praag Retires," International Musician, April 1952, p. 6 quoted in Lunden, p. 15.

⁷⁰Rockefeller Brothers Fund, "Organization and Management," from the The Performing Arts: Problems and Prospects (New York: The Fund, 1965), in Seltzer, pp. 327-31.

⁷¹Gunther Schuller, "The State of Our Art," Symphony Magazine, December 1979, p. 56.

matters as the subjects on which compromise is acceptable. The likelihood of more direct involvement by board members is greater in the smaller orchestras, where the board president may in fact sit in on negotiations. Whether this practice succeeds depends on local custom. In theory it can create a problem by handicapping the management side's ability to "take the bargain back" for study, modification, or acceptance.⁷²

The general public can also come to bear on the process. The orchestra is a community resource, a cultural asset and a collective investment.⁷³ Symphony negotiations are conducted at the local level and, as a 1980 strike in Denver demonstrated, symphony musicians can sometimes coalesce pressure on management from important segments within the community.⁷⁴ According to Edward Arian, a teacher and writer in the arts management field:

[Bringing the case to the public] can be done in the following ways: contacting people on the board of directors who might be more friendly to the musicians and be willing

⁷²Based on discussions with mediators and others involved in symphony bargaining Moskow states that symphony board members (1) are more involved in the ongoing processes of labor relations than are board members in a typical private sector operation and (2) behave more rigidly in the symphony bargaining milieu than they would when dealing with employees of their own company (i.e., they expect more concessions and take a stronger stand on some issues). Moskow, p. 101.

⁷³John H. Mueller, "The Function of the Orchestras in Community and Nation" in Seltzer, p. 31. Mueller describes how one enthusiastic booster went on record as saying the St. Louis Symphony was a force in helping to sell shoes for the greatest shoe center in the country.

⁷⁴Melanie Burrell, "Denver Symphony Almost Self-Destructs," Senza Sordino, December 1980, p. 3.

to put some pressure on the management negotiating committee; contacting the women's committees, subscribers, friends of the orchestra, etc. to form a citizens' committee to save the orchestra (in reality, a pressure group on the association); contacting politicians, as high as possible, for government intercession (this can be anathema to boards of directors when they do not enjoy personal or political rapport with city or state political leaders); the formation of committees within the orchestra to handle such activities as public relations in the form of letters to the press from prominent individuals, purchase of advertisements in the press, and free public concerts to dramatize the musicians' side (this latter usually brings considerable media coverage).⁷⁵

What is the management's leverage when faced with an impasse?

In the case of a strike, every week that the musicians withhold their services they are reducing the annual deficit. Unlike most employers, the orchestra association feels no economic pressure to come to terms. Moreover, whatever pressures of a social nature may be generated can, and often are, mitigated and postponed by the advance scheduling of pop concerts, touring, or other relatively expendable activities during the initial weeks of a new contract season in the hope that the musicians will be more amenable to settlement by the beginning of the home subscription series, which is the heart of the operation and serves the primary clientele, those most likely to bring any pressures for settlement.⁷⁶

The Peculiarities of the Labor Market

While the product market for the symphony is primarily a local one, the labor market is clearly national and sometimes even international.⁷⁷ Even in the smaller major orchestras players are recruited both from well-known universities, conservatories, or other orchestras. As is typical in the crafts the union exercises

⁷⁵Edward Arian, "Some Problems of Collective Bargaining in Symphony Orchestras," *Labor Law Journal*, November 1974, pp. 670-671.

⁷⁶Arian, p. 665.

⁷⁷Lunden, pp. 504, 517.

some control over the labor market. For example, management is typically required by contract to notify the local union when it has a vacancy so that local musicians are guaranteed a chance to audition for the job. Such vacancies are also advertised in the national AFM newspaper. In addition, some locals have "importee" rules that prohibit symphony players from accepting jobs outside the orchestra for periods ranging from one to three years.⁷⁸

The classic career path of the symphony musician reflects a trajectory leading from the smaller, regional, paid per service orchestras to higher-budget, major orchestras in the larger metropolitan areas. However, variations in this pattern do occur when, for example, a player elects to "lateral" to another comparable orchestra in order to play under a particular conductor or even "step down" to a lesser orchestra to accept a first chair position. Principal jobs are more often than not filled from outside the orchestra. Moreover, surveys indicate that real success in a career must come early if it is to come at all since most orchestras hire individuals at age 35 and below.⁷⁹

Whether this degree of mobility will continue as it has in the past remains to be seen. One school of thought says that "moving up" will continue to require "moving on." When a player has gone as far as possible in one group he or she must inevitably look to a new city. This is particularly true for those players who have the desire and ability to become first chairs. For some of these

⁷⁸Moskow, p. 108.

⁷⁹Westby in Seltzer, pp. 399-402.

players the "gaining" orchestra may not only offer salary increases but also a package of allowances to help level out the cost of the move, a new house, and the like.

Such practice, however, is still the exception, and therefore another school of thought says that mobility will decrease in the years ahead. The reasoning is that salary differentials between the "big six" orchestras -- New York, Philadelphia, Cleveland, Chicago, Boston, and Los Angeles -- and many other groups have narrowed considerably over the years.⁸⁰ As a result many musicians may carefully weigh the "gain" to be made by moving with other considerations such as preference to raise a family or teach in a certain area.

If moving declines two other outcomes are likely to result. First, a player whom everyone acknowledges has the potential to move on, but who decides not to, may have greater leverage in writing into his or her personal contract "big six" salary provisions. Second, if musicians in orchestras a notch below the big six, such as Minnesota and St. Louis, decide to plant their roots in those cities, this will eliminate the natural progression of jobs for players in orchestras such as San Diego, Milwaukee, and Rochester. This in turn will presumably create more career dilemmas of the kind described by bass viol player Roger Scott:

I think the very nature of our big orchestras breeds some problems. We've worked up to security, a year round

⁸⁰Comparing 1980-81 contract data for base annual salary with Lunden's 1964-65 data, the Minnesota Orchestra player now earns 77 percent of his New York Philharmonic counterpart whereas 16 years ago he or she earned only 49 percent.

contract, and we have a very small turn-over of players. You think twice before you move, and that's very hard on the young musicians. The competition to get into orchestras is frightening, just frightening - 100 to 200 applicants for each position, you name it, bass drum or piccolo. And once a young player is in he might get nowhere for years. We lost a younger bass player this year, after he'd been here six or seven years. He thought he was going to set us all on fire. Frankly, I'm sure he felt he'd have my job in a few years. Well, in six years he moved from 9th to 8th bass, and that was only because of a retirement. It's got nothing to do with ability, simply seniority. Our policy is to throw a new player to the back of the section, and there he waits, sometimes for years, not playing in Mozart or the smaller pieces. He may languish there, far away from the conductor's beat, bored and unsettled. I don't know what the answer is. As teachers of the next generation of orchestral players, we all get depressed. We are turning out fine students all across the country. What are they going to do? They've used the freshest, most inquisitive years of their lives devoting themselves to an instrument which they've thoroughly mastered. Then all of a sudden, no work! There are just no openings.⁸¹

The Clash of Mind Sets in the Bargaining Process

Edward Arian, a teacher in the arts management field, says that symphony orchestra bargaining follows a fairly predictable scenario. The first stage is characterized by rhetoric during which both sides air grievances and make speeches. This has a cathartic effect and also permits a degree of militant posturing for the benefit of the constituents. The second stage involves informal meetings between small groups during which the negotiators more

⁸¹ Andre Previn and Michael Foss, Orchestra (Garden City, New Jersey: Doubleday and Co., Inc., 1979), pp. 105-106. When he refers to "not playing in Mozart or the smaller pieces," Scott has in mind the fact that when the orchestras play pieces from the baroque and classical eras (as well as certain 19th and 20th century "chamber" works) the conductor will generally trim down the size of the orchestras so as to achieve an ensemble sound which is smaller, more precise and therefore more authentic in terms of the composer's wishes. When this reduction in size of the force occurs it is generally the last "x" chairs in the section -- and thus (usually) the most junior players -- who must sit out the piece.

straightforwardly level with each other on their real objectives and problems. These meetings occur with full knowledge of the membership and ordinarily include more than one representative per side so as to guard against any charges of "deal" or "sellout." If there is no settlement, then there is the third stage, the strike or, occasionally, the lockout. As mentioned earlier, because of the nature of symphony finances a strike may not hurt management very much at all. When the players are not playing the deficit is not expanding. However, the flip side of the coin is that, unlike other businesses, there are no supervisors to fill in nor can replacements be hired.

When the parties finally reach a settlement after a labor disagreement, there may, in a worst case situation, be a collective feeling of shortfall:

At long last, a settlement is achieved which satisfies no one, and both sides retreat to lick their wounds. . . . Worst of all have been the public charges traded which turn out to be harmful to all concerned. The musicians have accused the management of duplicity in its financial statements, concealed assets, and an arrogant disregard for the public and the art of music. The management has accused the musicians of cupidity (claiming they are already overpaid for too little work), immaturity, and an unconcern for the concert-going public. The overall result is to seriously jeopardize future fund-raising. Potential donors have become hostile to one side or the other and are inclined to withhold support.⁸²

Arian indicates that symphony bargaining is sometimes clouded by attitude problems. Symphony managements have historically drawn their members from the upper crust of the community. These persons frequently have a proprietary view of

⁸²Arian. p. 671.

their orchestra as well as a distaste for unions and the collective bargaining process. Also, because orchestras rely on large numbers of volunteers or lowly paid employees in their support staffs, even minimal salary demands by the musicians seem by comparison to be outrageous. For their part unions charge management with possessing a non-profit mindset which says that musicians should be satisfied with the aesthetic pleasure of their craft. Obviously, with labor costs as the foremost expense item (and one of the few which can be controlled), management can balance the budget "on the backs of the musicians" more easily than on the backs of other creditors.⁸³

Is the psychic income of the musician's job overstated? Symphony players are highly educated individuals who have paid

⁸³Arian, p. 667; Mayer in Seltzer, p. 345; and John H. Mueller, The Musicians' Union in Seltzer, p. 374. Data from the AFM indicate that the percentage of orchestra budget paid as salaries to musicians ranges from 37 percent (Boston) to 62 percent (New Orleans), with mean/median of almost exactly 50 percent. The portion of budget paid as salaries has a strong negative correlation with size of budget (-.6548 or -.5673, depending on whether expense or budget is used as the independent variable). In other words, larger orchestras spend smaller percentages of their overall budgets on musician salaries. The difference between the large and the small groups is illustrated by comparing the financial statements of two contrasting orchestras. In 1980-81 the Los Angeles Philharmonic and Oregon Symphony spent their respective budgets of \$13.1 million and \$25 million as shown in the following chart. The numbers indicate percentages of the total budget figure:

Oregon	Los Angeles	Line item
55	35	Orchestra salaries and benefits
2	3	Orchestra-related expenses
11	13	Conductors and guest artists
1	11	Direct cost of tours
7	10	Production expenses
4	13	Sales and promotion
3	3	Lease events expense
16	7	General and administrative
0	4	Capital expenditures

dearly in terms of schooling and practice time to get where they are. Yet their jobs are often repetitive and frequently downright boring. Paul Hindemith, a composer, conductor, and teacher from this century, once wrote:

I concentrated on the triangle player. Here he was, a grown-up man, wife and three children waiting for him at home, a man perhaps being Exalted Potentate of his Shrine; in short, a man of highest social repute. Now he meekly counted his rests and once in a while elicited some tinkles from his triangular bread basket, an activity which in this case absorbed about as much mental exertion as the unlacing of a shoe, but was backed by five years of conservatory instruction, a bachelor's degree, auditions and victories over competitors. Of course, we know the differences between good and bad triangulists . . . but one refuses to see in the sporadic triangle tinkling the ultimate purpose of a human being's earthly existence.⁸⁴

At least the triangle player is one of a kind and thereby draws some recognition to himself. The dozens of string players are relegated to faceless anonymity. This contrasts markedly with the highly paid soloists and conductors who, because they are frequently the center of attention, truly do receive the psychic income of applause.⁸⁵

Moreover, the stressful nature of the work cannot be ignored. Psychologists studying Vienna Symphony players concluded that they work under conditions comparable in stress to piloting a trans-Atlantic airline or managing an industrial complex. This

⁸⁴Donald Henahan, "Philharmonicsville, (pop. 106)," New York Times Magazine, Septmeber 28, 1969, reprinted in Seltzer, p. 171.

⁸⁵Arian, p. 667; Westby in Seltzer, p. 403. Applause is itself sometimes regulated by contract. Baltimore, p. 7, states: "Musicians shall not be entitled to overtime pay when requiried to remain in their seats for bows during applause after the performance has ended."

results from such factors as continuously subordinating one's own artistic judgments to those of different conductors, absolute technical discipline, fear of playing a passage incorrectly, and fear of being called to task by the conductor.⁸⁶

Reconcilable Differences?

Has a polarization of goals and attitudes over the last two decades created a working and bargaining climate in some orchestras which is antithetical to healthy labor-management relations? Gunther Schuller delivered a speech at the opening of the 1979 Tanglewood Music Festival near Boston which was published in several journals and provoked enormous controversy. He may have overstated the case, but his extraordinary stature as a contemporary musical polymath -- symphony performer, conductor, composer, arranger, author, educator, and administrator of the New England Conservatory -- made people take notice and respond. For this reason, his thoughts are quoted at length:

As I hear myself using the work professional, I realize that it has taken on in recent decades a certain pejorative connotation. The word "professional" was invented, I think, to separate the skilled craftsman who made his living at his craft from the amateur or dilettante. Alas, today the term "professional symphony musicians" often elicits images of musicians who are embittered, disgruntled, bored, who have come to hate music (and particularly to loathe new music) and for whom a rehearsal is an excruciating agony, at best a necessary evil.

This cynicism is spreading like a cancer through our orchestras -- I know only a handful that are not in an irreversible malignant state -- creating an environment into which it is downright dangerous for young people like yourselves to step, lest they also be instantly infected.

⁸⁶Hart, p. 468.

Indeed, as I travel around the country guest-conducting various orchestras, it is often former students, whom I knew here at Tanglewood or elsewhere, and who once had that shine in their countenance when they heard or made music, who have long since lost that spiritual identification with music. The light has gone out of their eyes. For young innocent musicians, it is often hard to resist the peer group pressures that exist in our orchestras nowadays, and there is unfortunately much in our modern union mentality -- what I call the ICSOMization of our orchestras -- that turns our profession more and more into merely a business (not even a creative business, for business, too, can be creative) in which attempts to preserve music as an art are constantly undermined.

Consider the fact that in thousands of pages of musicians' union by-laws ... you will look in vain for any mention of the word art. These legislations, negotiations, arbitrations, argumentations concern themselves exclusively with money, with time, with durations of rehearsals and intermissions; in short, with ways of achieving an ever-increasing maximum of financial gain for an ever-decreasing minimum of effort and a minimum of product. Many American orchestras are now down to three rehearsals a week, regardless of the difficulty of the program, which conceals a hideous arrogance vis-a-vis music and performing inbred with cynicism and apathy, which precludes any ideals of perfection.

Or consider the disgraceful spectacle of musicians stopping playing, getting up from their chairs and walking off the stage in the middle of a phrase, even in the middle of a note, because the clock has struck 4:30 or 5:00 or whatever. How dare we interrupt music in such a brutal fashion -- it is an offense to the art and an insult to our calling, an indignity that we visit on the music of a master for whose sake we went into music in the first place, and whose genius may be greater than all the combined talents in such an orchestra.

We used to think years ago that the cynicism of symphony musicians was explicable by reason of their status: as woefully underpaid and held in low esteem as a profession by society. But now that many musicians' salaries (alas, not all) are relatively respectable and now that society does not regard being a musician as quite such a stigma, things are even worse than before. Indeed the cynicism is worst in precisely those orchestras that enjoy the highest standard of living.⁸⁷

⁸⁷Schuller, pp. 17-18.

Musicians charge that Schuller's comments are both arrogant and untrue. First, he is generalizing about a process in which generalization is impossible. Each orchestra is a unique institution in terms of its history, traditions, internal labor-management relations, audience, community, financial standing, artistic goals and the like at any given point in time. Some orchestras will be inevitably happier and healthier than others.

Second, the cynicism about which Schuller speaks does not result from a distaste either for music in general or a particular kind of music. Rather, it is a symptom of players having been at the mercy of conductors who are poorly prepared, inefficient in their use of rehearsal time, lacking in knowledge of the instruments, and abusive.

Third, music, like all other forms of art, must live within limits. Time joins money, acoustical surroundings, and human endurance as examples of such limits. The clock is but one of life's many constraints. Since this is reality, why should scheduling not be bargained through the collective process?

Fourth, the comments ignore the many examples of cooperative management/player effort such as extensions of existing contracts, acceptance of wage freezes, and rapid settling of negotiations.

Finally, Schuller fails to address the many systemic problems which management and players share. Consider, for example, these thoughts from the editor of Senza Sordino on the increasingly absurd economics of artist fees:

Pavorotti and Horowitz command a \$40,000 concert fee and except for galas and fund raisers, where \$100 seats can be peddled and scaled down from that point, are virtually untouchable for our concert stages. Serkin and Sutherland command \$25,000 fees; Rostropovich, Bernstein and Solti ask \$15,000; Watts, Menuhin and Caballe, \$10,000. Even artists without proven box office appeal are asking \$4,000 to \$6,000 per performance, managers complain.

It is generally accepted that symphony orchestras are being hurt most by the inflated prices. Subscribers demand top flight soloists and where the subscription shows few upper echelon artists, ticket sales are affected. [An] article quotes a New York Philharmonic official as complaining that "Chicago and Philadelphia will be afraid that we'll have artists they don't have, so they jack up the prices. Then we in New York have to meet those jacked up prices. Orchestras managers around the country are talking about it. What the hell can we do about these crazy prices? Perhaps we can get together and form our own union." . . .

I have searched through recent issues of Symphony News, an American Symphony Orchestra League publication and although I found articles referring to Gunter Schuller's shots heard around the world regarding symphony musicians and the blight that their "union mentality" was imposing on the music world, I could find not one word regarding the aforementioned concern for the stratospheric prices being asked by agents in behalf of their conductor and artist clients. . . .

What is especially repelling is that while Schuller scored symphony musicians for their supposed unprofessionalism and preoccupation with maintaining a middle class living for themselves and their families while practicing "ICSOM-ism," several of the best paid "super-stars" found it appropriate to jump on his band wagon and added a few words of their own unsolicited "wisdom."

In defense of their clients, agents claim that the top artists "sell out halls." While they unquestionably are an influence, I would suggest that rather than "selling out halls" they merely enlarge audiences, for appropriately, the foundation that draws most music lovers to the concert hall in the first instance is the rich orchestral repertory and the orchestras that are necessary to bring these great works to life.⁸⁸

In spite of the sharp exchanges which Gunther Schuller's

⁸⁸"Artist Fees a Concern," Senza Sordino, May 1981, p. 3.

comments provoked, orchestra labor-management relations are continuing to mature. Both sides continue to break ground on new issues of mutual concern. For example, ICSOM set forth a quality of work life agenda in 1980 which encouraged bargaining committees to pursue certain non-economic goals as a means of increasing job satisfaction among its members. These included:

1. Exchanging musicians between orchestras. This has already been tried on an international basis; the Tokyo and Boston orchestras exchanged players some years ago.

2. Expanding the orchestra repertoire to involve musicians in more chamber music and solo literature.

3. Having management public relations officers publicize their players to a greater extent rather than concentrating exclusively on soloists and conductors.

4. Developing procedures to eliminate favoritism in the granting of sabbatical leave.

5. Expanding committee participation in the affairs of the orchestra and assuming greater community responsibility for the decisions that come from that participation.

6. Experimenting with the idea of a self-governing orchestra as was tried in the Chicago Lyric Opera.⁸⁹

⁸⁹Self-governing orchestras, while unheard of in this country, are found in some cities in Europe. In his book Orchestra conductor Andre' Previn interviewed several players who had worked in that environment, including tuba player John Fletcher:

"In 1968 I moved from the BBC Symphony to the London Symphony, from the civil service system of the BBC to the self-government of the LSO. Self-government survives partly

7. Improving the effectiveness of artistic advisory committees to assure that the symphony board's responses to suggestions are not perfunctory nor their attitudes condescending.

8. Improving such long-standing problems as poor quality of written parts on rented sheet music, insufficient lighting, hearing loss resulting from acoustical imbalances in rehearsal areas, and poor quality of repertoire on pops concert programs.⁹⁰

Having surveyed the factors that have helped shape the bargaining relationship, let us now look at the product of the bargaining process, the contract itself.

by default, partly because it does actually work. People only notice when things go wrong - 'Oh lord, musicians making a mess of their own affairs again!' But I've always been terribly impressed by the wisdom and maturity with which LSO has made the vital decisions, though certainly I don't agree with everything. An observer at our board meetings would see just how far true democracy can be taken. Democracy is really the abdication by the bone-idle to the few who can be bothered. Orchestras are full of those quite happy to leave things to others and then moan like hell at what's done. Now, the civil service, as in the BBC Symphony, is where everybody abdicates responsibility to a management, and spends all day getting an acid stomach and crying 'them' and 'us,' a totally hopeless mentality, it seems to me." Previn and Foss, p. 101.

⁹⁰"Delegates React to Panel Discussion on Job Satisfaction," Senza Sordino, October 1981, p. 3. The decibel dilemma is a newly-recognized phenomenon. While experts for years have warned about the bad effect of loud rock music on the performers, the 1982 edition of the annual Swedish publication, Working Environment, documents new research which shows that professional classical musicians may suffer hearing loss sooner than others in their age group. This is attributed to the fact that the decibel level in concert halls frequently exceeds 85. That volume has been described as roughly between the decibel level of a vacuum cleaner at close range and water at the foot of Niagara Falls. "Trouble in Treble Clef," Family Safety, Fall 1982, p. 2; S. S. Stevens, Fred Warnshosky, and the editors of Life, Sound and Hearing (New York: Time, Incorporated, 1967), p. 173.

CHAPTER VTOPICS ADDRESSED IN CONTEMPORARY SYMPHONY COLLECTIVE BARGAININGCONTRACTS

Symphony contracts are remarkable in the variety of topics which they cover. Because there are no model national contracts on the union side not coordinated national bargaining on the management side, there are marked differences among the agreements with respect to content, emphasis, degree of detail, formal/informal character of the language, and order of discussion.

What follows is a list of major topics and sub-topics found in the contracts of the orchestras surveyed along with a few explanatory words. No single contract contains clauses on each item listed, but the list provides an idea of the vast array of subjects which have been discussed in bargaining at various points in time in different orchestras. Examples of current contract language are found in Appendix B. On the paragraphs which follow "B-_____" refers to the page in Appendix B where sample language on a particular topic may be found.

General Procedures and Policies

- Duration of the contract and effective date (B-2).
- Integration of the master agreement with individual contracts and confidentiality of individual contracts (B-2).
- Bilateral concern for various matters such as symphony repertoire, moonlighting by musicians, performance before segregated

audiences, use of the symphony name (B-2 and B-3).⁹¹

- Actions to be taken in the event of certain occurrences including severability of contract clauses, dissolution of the orchestra, non-liability of board members individually (B-3).

- Employer responsibility to provide copies of the master agreement to union members.

- Strike/lockout prohibition (B-4).

Salary and Other Money Payments

- Minimum weekly salary (B-4).

- Allocating overtime and other extra work (B-4).

- Differences in payments among players such as principals, non-principals, substitute principals, librarians, and personnel manager (B-5).

- Seniority pay -- increment, waiting period (B-5).

- Doubling pay -- flat rate or percentage, instruments considered to be doubling (B-5).⁹²

⁹¹With respect to symphony name the purpose is to draw a line between (1) permitting musicians, while they are doing paid free-lance work outside of the regular symphony schedule, to identify themselves (e.g., in program notes) as members of the symphony and (2) prohibiting them from performing as, for example, the symphony chamber players. In the latter case, management gets no revenue from the performance. Also, a poorly rehearsed group advertising itself as an adjunct of the orchestra may get bad reviews which tarnish the symphony's reputation.

⁹²Doubling means playing more than one instrument in a rehearsal or concert. It usually occurs with respect to two instruments which are similar but still distinct with respect to sound production. The "second" instrument is usually one which is required infrequently in the symphony repertoire. A typical combination might be clarinet doubling on saxophone or trombone doubling on euphonium. Doubling pay is both a premium for a special skill and a penalty to management for not hiring another free lance

- Electronic music guarantee and other broadcast/recording fees (B-6).

- Solo pay -- differences between "incidental" solos (short passages within the music) vs. "up front" solos such as concertos (B-6).

- Donation of services free of charge for fund raisers, pension benefits, guarantor appreciations (B-6).

- Severance pay -- amount, conditions under which payable (B-7).

- Pay check distribution procedures.

Schedules and Scheduling Procedures

- Length of season, including subdivisions within the season, e.g., mandatory or optional nature of the summer season (B-7).

- Definition of the work week, including limitations on the number of services which are scheduled (B-7, B-8, and B-16):

- Per season, per week, and/or per day.

- Back-to-back (e.g., one concert at 3:00 p.m., another at 5:30 p.m.).

- Over weekends and holidays.

- During specific periods such as opera season.

- Scheduling mechanics such as starting time and duration of services, order of music to be rehearsed, notice required to change musician. Some orchestras pay the doubling players on a percentage of per service earnings. Others pay a flat rate (anywhere from \$10 to \$59 over the per service wage). Still others are silent in the master agreement and thus presumably address doubling pay in the individual contracts.

posted repertoire, time prior to concert at which musicians must be seated, length of breaks and intermissions, and overtime procedures (B-8).

Instrumentation, Seating and Placement

- Number and types of instruments (players) under contract (B-8).

- Seating procedures (i.e., first chair, second chair) and designation of principals and substitutes (B-9).

- Use of temporary musicians or "extras" (B-9).

- Renewal of individual contracts -- notice required, period permitted to accept/reject (B-19).

- Probationary period -- length, procedural safeguards (B-9).

- Splitting the orchestra -- how often permitted, minimum number of musicians required, pay for players who "move up" as a result of splitting (B-10).

- String rotation provisions (B-11).

Tours and Traveling

- Limitations on touring with respect to such matters as (B-11, 12, 13):

- Number of services per day or week of tour.
- Number of days per tour.
- Distance traveled in a single day.
- Departure/arrival time.
- Travel immediately before or after a concert.
- Travel in inclement weather.

- Special compensation procedures for excess travel time (B-12).
- Purchase of travel/flight insurance.
- Excuse from touring and alternate carriers (e.g., due to fear of flying).
- Quality of buses and air carriers (B-13).
- Accomodations -- quality, single/double room (B-13).
- Reimbursement for meals and lodging (B-13).

Insurance and Retirement

- Pensions -- amount, age of eligibility, crediting of service, interface with national AFM pension plan (B-14).
- Health insurance -- deductible, major medical coverage, out of pocket maximum, long term disability insurance, dental coverage (B-14).
- Life insurance, worker compensation, social security, unemployment compensation, instrument insurance and similar contributions (B-15).

Time Off From Work

- Vacation time -- number of days, accrual, scheduling/notice (B-15).
- Free days during the work week -- number guaranteed, number which may occur on days other than Saturday or Sunday (B-7).
- Sick days -- number of days, accrual, carry over, doctor's certification, maternity provisions (B-16).
- Personal leave and leave of absence -- amount, criteria for selection, encumbering and temporarily filling the position (B-16).

- Miscellaneous leave for military service, funerals, jury duty.

Mechanics of the Ongoing Bargaining Relationship

- Union security, including (B-17):
 - Requirement for union membership.
 - Disciplining musicians not in good standing with the union.
 - Dues deduction.
 - Membership requirement for temporary and guest performers.
- Structure, size, responsibilities and procedures of various specialized committees dealing, for example, with bargaining, grievances, discipline, non-renewal of contract, scheduling, conductor search, and artistic standards.
 - Attendance and absence procedures (B-18).
 - Discipline for cause -- grounds, penalties, appeals, arbitration procedures (B-21).
 - Role and responsibilities of the personnel manager (B-19).
 - Access to information by employees, steward, business agent (B-19).
 - Audition procedures -- posting of notices, extent to which orchestra members have first crack at vacancies, how audition committees are constituted, conductor's authority to select (B-17).

Miscellaneous

- Use of broadcast tapes (B-21).
- Physical facilities -- heating and cooling, light,

rehearsal rooms, lockers, chairs, risers, music stands, and parking (B-22, 23, 24).

- Dress code (B-21).
- Amount of time in advance of initial rehearsal in which individual parts will be available.
- Responsibilities for bow markings on the printed music for the strings (B-22).⁹³
- Legibility of printed music.
- Procedures for tuning the orchestra (B-22).
- Instruments which management will provide such as certain percussion instruments (B-22).
- Use of bulletin boards and message services.
- Publicizing names and accomplishments of orchestra members.
- Presence of guests at rehearsals.

⁹³Bow markings - the symbols which tell the string players when and in which direction to move their bows - determine the qualities of the string sound: attacks, cutoffs, phrasing, tone quality, and rhythmic emphasis. The string sound, in turn, frequently determines the sonic character of an ensemble and reflects the kind of artistic imprint a conductor wishes to make. The union will try to insure that any marks in the music, whether for the strings or the other instruments, are done well in advance of the first rehearsal so that the players have sufficient time to absorb them through practice.

CHAPTER VITOPICS DISTILLED FOR FURTHER ANALYSIS -- DESCRIPTION ANDDISTRIBUTION OF RAW DATA

To better compare various outcomes favorable to the musician, topics from the collective bargaining contracts themselves have been selected as dependent variables. These particular items are chosen because they are (1) easily and meaningfully quantifiable and (2) are present in most all of the contracts studied. Not all of these items are equally important, but collectively they provide a good cross section of the contents of the major orchestra contracts.

In addition to these dependent variables a number of independent variables have been developed which relate to such things as budget and indebtedness of the orchestra, local union power, and various characteristics of the metropolitan area in which the orchestra is located (household income, cost of living, population, local cultural opportunities).

In the pages ahead, mnemonics describe each variable. Tables show the ranges and the number of orchestras falling within a particular range. A lower case alpha subscript identifies the source, and an "N = X" shows that for a particular variable there were "X" orchestras on which data were available, with N = 30 meaning that data were available for all orchestras. In most cases, where information was available in both the original master agreement or financial statement and the AFM literature, the

original governed in the case of inconsistency. The alpha source codes are as follows:

- a. Individual master agreements of the orchestras for the 1980-81 seasons. These are described in detail in the bibliography.
- b. AFM data on wages and working conditions in the orchestras for the 1980-81 season.⁹⁴
- c. Leon Lunden's study encompassing data for the 1964-65 orchestra season.⁹⁵
- d. Arthur S. Leonard's journal article on orchestra bargaining.⁹⁶
- e. Individual financial statements of the orchestras for fiscal years ending in 1981. Like the individual master agreements, these are also described in detail in the bibliography.
- f. Kate Hevner Mueller's survey of orchestra repertoire.⁹⁷
- g. Helen Henry and Chester Lane's orchestra discography.⁹⁸
- h. Places Rated Alamac, the recently published collection

⁹⁴Ted Dreher and Officers of the International Conference of Symphony and Opera Musicians, "Wage Scales in the Symphony Orchestras -- 1980-1981 Season (New York: American Federation of Musicians, 1981).

⁹⁵Lunden, p. 341.

⁹⁶Leonard, p. 413.

⁹⁷Kate H. Mueller, Twenty-Seven Major American Symphony Orchestras -- A History and Analysis of Their Repertoires -- Seasons 1842-43 Through 1969-70 (Bloomington: Indiana University Press, 1973), pp. xvii-xx.

⁹⁸Helen Henry and Chester Lane, "Orchestras on the Record," Symphony Magazine, February/March 1982, pp. 26-34.

of data on American metropolitan areas.⁹⁹

i. Bureau of Labor Statistics data on urban family budgets.¹⁰⁰

A table showing how each orchestra measures with respect to each variable is found in appendix A.

Dependent Variables

Wages and direct money payments. Variable WKSCLMIN^{a,b} is the basic minimum weekly scale for the 1980-81 season which showed mean/median of \$445/435:

Weekly Salary Range in \$	Distribution of WKSCLMIN
Less than 300	1
300-399	7
400-499	12
500-599	8
600-699	2

N = 30

Variable GARSL^{a,b}, the guaranteed annual salary for 1980-81, is achieved by multiplying the weekly wage times the number of weeks in the season (the SEASLING^{a,b} variable discussed below). This variable showed mean/median of \$22,174/21,001:

Annual Salary Range in \$	Distribution of GARSL
Less than 15,000	5
15,000-19,999	7
20,000-24,999	5
25,000-29,999	9
30,000-34,999	4

N = 30

⁹⁹Richard Boyer and David Savageau, Places Rated Almanac -- Your Guide to Finding the Best Places to Live in America (Chicago: Rand McNally, 1981), pp. 287-88, 292-294, 301-319, 339-363.

¹⁰⁰"Urban Family's Budget," Government Employee Relations Report, May 17, 1982, p. 29.

Almost half of the orchestras have an EMG^b, electronic music guarantee, a wage supplement derived from recordings and broadcast payments ranging from \$5 to over \$60 per week and clustering in the \$5-20 range. In SENIOR^{a,b} we see that more than half of the groups pay a weekly seniority bonus. If we assume 25 years of service an orchestra member could expect \$10/week extra in 11 groups, \$20-30 in 2 groups, and \$0-5 in the remainder of the groups.

Scheduling of work. As mentioned earlier, total salary is primarily a function of WKSCLMIN and SEASLING^{a,b}, the number of weeks in the season. The push to lengthen the performance year has succeeded to the point that two-thirds of the orchestras now play 48 or more weeks out of the year, and just over half perform year-round.

For the union an equally important issue in terms of creating work is PLRSNUM^{a,b}, the total number of players required to be under contract. Not only do unions push to increase the size of the permanent orchestra but so does the conductor. To him the larger orchestra means a larger string section, and a larger string section provides the powerful, properly balanced sound that identifies the great orchestras. The PLRSNUM data indicate that both mean and median are 92:

Number of Players Required by Contract	Distribution of PLRSNUM
Less than 70	1
70-79	1
80-89	10
90-99	8
100+	10

N = 30

Travel. Orchestra contracts generally specify some limitation on

touring such as one day off during every week of tour. In addition, there are limitations on the total hours the musicians can travel before some form of extra pay is required (TRVLTIM^{a,b}):

Total Hours of Travel Permitted Before Premium Pay Required	Distribution of TRVLTIM
4+	3
5+	9
6+	7
7+	5
8+	3
9+	2

N = 29

Another limitation is the number of services per week of tour SVCTOUR^{a,b}):

Number of Services Permitted on Tour Week	Distribution of SVCTOUR
5	2
6	5
7	7
8	13
9	2

N = 29

All of the contracts specify some reimbursement for meals and lodging while touring. About a third of the orchestra managements appear to guarantee (in the contract) payment for a single room. The musicians receive an allowance for breakfast, lunch, and dinner whereas typically the management pays directly for the hotel room. The figures for MEALS^{a,b} which follow exclude any additional payments for miscellaneous expenses and touring in high cost cities. Mean and median are both \$22:

Total Daily Meal Allowance While Touring - Range in \$	Distribution of MEALS
15-19	7
20-24	17
25-29	3
30+	3

N = 30

Finally, two-thirds of the orchestras pay some form of travel and/or flight insurance (TRVLINS^b and FLITINS^b):

Amount of Insurance Policy Per Person in \$1,000	Distributions	
	TRVLINS	FLITINS
0	10	10
1-24	5	5
25-49	4	3
50-74	5	5
75-99	2	2
100+	4	5

N = 30
for both

Orchestra procedures. Over half of the contracts place some limitation on the number of times in which the orchestra can be split. Most also require a minimum number of players to be present when splitting occurs (SPLTPLRS^{a,b}):

Minimum Number of Players Required if Orchestra Splits	Distribution of SPLTPLRS
No minimum	4
10-19	5
20-29	10
30-39	4
40+	2

N = 25

Time off. The unions have successfully negotiated generous sick leave and vacation provisions in many of the orchestras. Since contract language frequently specifies leave according to seniority, in the data which follow assume 10 years of service in the orchestra

for both SICKDAY^{a,b} and VACDA^{a,b.101}

Maximum Sick Days Permitted Per Season	Distribution of SICKDAY
Less than 20	3
20-39	7
40-59	1
60-79	6
80-99	3
100+	7

N = 27

Maximum Vacation Days Permitted Per Season	Distribution of VACDA
Less than 10	3
10-19	1
20-29	6
30-39	4
40-49	8
50-59	8

N = 30

Retirement and severance pay. All orchestras offer some form of pension (RETIRE^{a,b}) although some of the groups have only the more limited, nationwide AFM-EPW fund. In the orchestras for which data were available, a member retiring with 30 years of service and an annual salary of \$25,000 could expect an orchestra pension (non-AFM/EPW payments) as follows:

¹⁰¹Some of the contracts appear to include special long-term sick benefits for some kinds of disabilities. These are included in the SICKDAY totals. This may distort the overall relationships since some other contracts contained wording which seemed to indicate that although there existed no formal policy for extended disability, such problems might be worked out one-on-one between the disabled employee and management. Also, 25 of the 30 orchestras have some provision for "optional time off" or sabbatical leave during the year. However, such provisions are not easily classified due to the inconsistent nature of the language, and therefore these days are excluded from the VACDA totals.

Maximum Monthly Pension in \$	Distribution of RETIRE
Less than 400	2
400-499	3
500-599	5
600-699	2
700-799	2
800-899	5
900+	3

N = 23

Two-thirds of the orchestras provide some form of severance payments (SEVPAY^{a,b}). Assuming 10 years at \$15,000 salary, over half of the orchestras providing such payments would offer a settlement in the \$1,000-2,000 range.

Independent Variables

Union Strength. There are a number of indices of the strength of the local bargaining unit. Orchestra players pay both local annual dues (LOCDUSAN^b) and work dues, a fixed percentage of salary (PCSALDUS^b). The players may also pay for special levies, such as attorney fees, and ICSOM has its own annual dues.¹⁰²

Annual Local Union Dues in \$	Distribution of LOCDUSAN
Less than 40	3
40-49	5
50-59	11
60-69	7
70-79	2
80+	2

N = 30

Percentage of Salary Deducted for Dues	Distribution of PCSALDUS
Less than 1	1
1.0-1.9	6
2.0-2.9	11
3.0-3.9	9
4.0+	2

N = 29

The AFM also tracks the total dues collected from the orchestra (DUSCOLAN^b) and the percentage of overall AFM local union dues which are collected from the symphony members alone (PCDUSSYM^b):

¹⁰²One should recognize that all of these "dues" variables have problems of statistical simultaneity. They are functions not only of decisions by the union but also of dependent variables such as size of member salaries and other independent variables such as budget.

Total Dues Collected from the Orchestra Annually in \$1,000	Distribution of DUSCOLAN
Less than 20	6
20-39	8
40-59	5
60-79	4
80-99	0
100+	4

N = 27

Percentage of Local Union Dues Provided by Symphony Players	Distribution of PCDUSSYM
Less than 10	2
10-19	2
20-29	7
30-39	4
40-49	4
50-59	2
60+	1

N = 22

Another possible measure of union strength is level of strike activity. Strikes can be viewed in three different ways. In the first place, four out of five orchestras have had a strike or lockout at some point in their history. Second, for these 24 orchestras, the recency of the activity (YRSTRK^{b,c,d}) is as follows:

Years Since Last Strike or Lockout	Distribution of YRSTRK
0-1	8
2-3	2
4-5	3
6-7	3
8-9	4
10+	4

N = 24

Finally, published information on actual lost time as a result of strike or lockout (STRKDAY^{b,c,d}) is very sketchy. In the data which follow, where it was known that a work stoppage occurred but there is no record of the number of days of lost time, the work

stoppage was arbitrarily considered to be 14 days in length. The year 1945 is selected as a cutoff because of the dearth of information available on strike activity prior to that time:

Days Lost to Strike or Lockout Since 1945	Distribution of STRKDAY5
0	6
1-19	2
20-39	4
40-59	4
60-79	4
80-99	3
100-119	0
120+	7

N = 30

Orchestra finances. In reviewing the "ability to pay" variables, AFM data refer to the orchestra's budget (BUDGETU^b). By contrast, in the original financial statements, budget was not always included but expenses always were. These two sets of figures correlated .9927 and were, on average, within 3 percent of each other. Therefore, because the AFM data were more complete, they were chosen for analysis:

Range in \$ Millions	Distribution of BUDGETU
2.5-3.9	9
4.0-5.9	9
6.0-7.9	3
8.0-9.9	3
10.0-11.9	2
12.0-13.9	3
14.0+	1

N = 30

The financial statements show an enormous range with respect to earned operating income (OPERINC^e):

Earned Operating Income in \$ Millions	Distribution of OPERINC
Less than 1.00	1
1.00-1.99	7
2.00-2.99	4
3.00-3.99	1
4.00-4.99	1
5.00-5.99	0
6.00-6.99	2
7.00-7.99	1
8.00-8.99	0
9.00-9.99	2
10+	1

N = 20

A more important figure than the absolute dollar value of OPERINC is the percentage of the general budget accounted for by earned income. The AFM figure is BUDERNU^b, and these data correlated .8692 with similar data from the financial statements. The percentages in the union data are actually higher (mean/median for BUDERNU = 52/54, mean/median for financial statement data = 48/48).

Percentage of Budget Earned	Distribution of BUDERNU
Less than 30	4
30-39	2
40-49	7
50-59	8
60-69	8
70+	2

N = 30

The size of the deficit or surplus is the only independent variable on which AFM and financial statement data differed significantly. The low correlation -- .2234 -- between SRPLSDFC^e (deficit according to financial statement) and DFCTANU^b (deficit according to AFM data) probably results from differences in the way the deficit was defined. The DFCTANU figures are generally more "in

the red" than those for SRFLSFDFC (mean/median = -318K/-87K as opposed to -101K/+29K, respectively). It appears that the AFM's DFCTANU figures include and exclude transfers of money from the orchestra endowments in no consistent pattern whereas SRPLSDFC figures include such transfers. Also, in a number of cases where there is no deficit the AFM indicates zero rather than specifying the exact amount of the surplus:

Surplus or Deficit Amount in \$1,000	Distribution	
	SRPLSDFC	DFCTANU
Greater than -1000	3	3
-1000 to -501	0	3
-500 to -1	4	9
0	0	8
1 to +500	9	2
501 to 1000	3	0
1000+	1	1
	N = 20	N = 26

Because operating budgets are balanced with the help of sources other than earned income, three other important variables are the size of the trust fund or endowment (ENDOW^e) and the infusion of money from government sources, both Federal (FEDSUPU^b) and non-Federal (GOVSUPU^b).

Endowment/Trust Fund Balance in \$ Millions	Distribution of ENDOW
Less than 2.0	3
2.0-3.9	4
4.0-5.9	1
6.0-7.9	3
8.0-9.9	0
10.0-11.9	3
12.0+	4

N = 18

Government Grants in \$1000	Distribution	
	FEDSUPU (Federal)	GOVSUPU (Non-Federal)
0-149	4	3
150-199	9	2
200-249	6	5
250-299	6	1
300-349	2	4
350-399	0	2
400-449	1	0
450-499	2	4
500-549		2
550-599		1
600-649		0
650-699		1
700-749		0
750-799		0
800-849		2
850-899		0
900+		2

N = 30
for both

The final budget figure is BUDSALU^b, percentage of budget paid to the musicians, excluding conductors and guest artists. As orchestra budgets increase, this figure decreases:¹⁰³

Percentage of Budget Paid as Salaries	Distribution of BUDSALU
Less than 40	2
40-44	6
45-49	6
50-54	5
55-59	4
60+	5

N = 28

Miscellaneous variables related to the orchestra. There are several other independent variables which do not fit neatly into any of the aforementioned categories. Some of these may be viewed as proxies for prestige and/or status.

¹⁰³Recall the discussion in footnote 83.

The number of years the orchestra has played (ORCHAGE^f) was determined by taking "1980" minus the year of founding as follows:

$$\text{ORCHAGE} = 1980 - (\text{year of founding} + \text{number of years the orchestra did not play})$$

An orchestra may have shut down for a certain number of years as of a result financial problems or world war:

Total Year Orchestra Has Played	Distribution of ORCHAGE
Less than 40	2
40-49	6
50-59	3
60-69	6
70-79	3
80-89	3
90+	3

N = 27

The number of recordings the orchestra has cut (RECORDS^g) must be examined in light of the fact that both the tremendous expense for the orchestras and the low margin of profit in classical music albums for the record companies have frequently placed recording out of the reach of all but the superstar orchestras with significant name recognition. Over eighty percent of the recordings have been made by just 5 orchestras, and more than a fifth of the orchestras have made no recordings.

Broadcasting arrangements can be examined two ways, the scope of the broadcast service and the number of concerts broadcast:

Character of the Broadcasting Arrangement	Variable Name	Distribution
None	BDCSTNO ^b	9
Local	BDSCTLOC ^b	9
Syndicated &/or nationwide	BDCSTNAT ^b	12

Number of Concerts Broadcast Per Season	Distribution of BDCSTNUM ^b
0	9
10-19	8
20-29	8
30-39	1
40-49	0
50-59	3
60+	1

N = 30
for both

Finally, there are two variables which reflect the availability of the orchestra product to the listening audience. One is the size of the hall in which the orchestra regularly plays (HALLSIZE^h) and the other is the number of performances by the orchestra per season (SEASPRFS^h). The latter is considered an independent variable because while the contract invariably specifies limits on the number of services per week (and sometimes per season), management can trade off between services which make money (performances) and those which do not (rehearsals). The distributions of the two variables are as follows:

Number of Seats in Orchestra's Home Hall	Distribution of HALLSIZE
Less than 2000	2
2000-2499	5
2500-2999	11
3000-3499	8
3500+	2

N = 28

Number of Performances Per Season	Distribution of SEASPRFS
Less than 180	4
180-199	6
200-219	7
220-239	4
240-259	2
260-279	3
280+	1

N = 27

Metropolitan area socioeconomic and cultural data. Because symphony orchestras operate within the economic and cultural climate of the community, several environmental variables suggest themselves which may translate into a greater orchestra attendance and support. First, there is 1981 household income in the orchestra's SMSA:

Range in \$	Distribution HHINCOM
Less than 24,000	4
24,000-24,999	1
25,000-25,999	3
26,000-26,999	7
27,000-27,999	3
28,000-28,999	3
29,000-29,999	2
30,000-30,999	4
31,000-31,999	0
32,000+	3

N = 30

Population in the SMSA, according to the 1980 census data (METROPOP^h) may be summarized as follows:

Population of SMSA (Millions)	Distribution of METROPOP
Less than 1.0	3
1.0-1.99	12
2.0-2.99	8
3.0-3.99	2
4.0-4.99	2
5.0+	3

N = 30

Because endowments are ordinarily funded in large part by contributions of the major businesses in the community, consider the number of Fortune 500 firms in the SMSA (FORTUNE^h):

Number of Fortune 500 Firms in SMSA	Distribution of FORTUNE (%)
0	3
1-5	12
6-10	5
11-15	7
16+	3

N = 30

Another variable which reflects upon the interest of the community in various kinds of cultural activities is CULTQUOTH^h. The assumption here is that having a variety of cultural facilities in a community reflects an overall interest in the arts which translates into greater patronage of such activities as symphony orchestras. The authors of the Places Rated Almanac developed an empirical point rating formula by which such facilities in the SMSA's were rated:¹⁰⁴

Each metro area starts with a base score of zero, to which points are added according to the following indicators:

1. Major universities. Only those four-year institutions of higher learning qualifying as a major university ... [according to rules described earlier in the book] are awarded points. Each university starts with a base number equal to its enrollment divided by 100. The base number is then multiplied by a quality factor [criteria for which are also defined earlier]: 3 for Highly Selective schools, 2 for Selective schools, 1 for Traditional schools, .75 for Liberal schools, and .5 for Open schools. ...

3. Opera companies. Opera companies ... having annual operating budgets of \$100,000 or more are awarded a base score of 200 points each. To this, additional points are

¹⁰⁴paragraph 2 of the description is omitted because it describes the way points were awarded for having a symphony orchestra in the community. As noted below, the "orchestra" points are subtracted from the CULTQUOT score.

awarded according to the number of productions and performances. Some opera companies boast of many performances, yet produce only two or three operas each season. To reflect this factor, the product of productions and performances ... is added to the base score. ... All opera companies having a ceiling score of 500 points.

4. Dance companies. Based on the Association of American Dance Companies' recent publication, American Dance Directory 1979-1980, dance companies with 20 or more dancers in the touring troupe receive 200 points apiece. ...

5. Theatres. ... All professional nonprofit theatres with annual operating budgets of \$100,000 or more receive points based on the size of their annual budgets, as follows:

\$100,000-\$249,999	100 points
\$250,000-\$499,999	200 points
\$500,000-\$999,999	300 points
Over \$1 million	400 points
Over \$2 million	500 points

6. Public television. Public television stations receive a constant score of 500 points each.

7. Fine arts radio. Stations are awarded from 50 to 400 points each, depending on the amount of air time per week. A station that is on the air less than 5 hours a week receives the minimum 50 points. Other stations, with more air time, are scored [up to 400 points maximum depending on total broadcasting time].

8. Museums. All the museums meeting [American Association of Museums and the National Council on the Arts] guidelines receive a base score of 500 points. Additional points are added according to the number of curators over the required three (100 points each) and each increment of 5,000 library books over the required 5,000 (100 points each). The ceiling total of points for a museum is 1,800.

9. Public libraries. The points awarded to libraries are determined by their size as expressed in thousands of volumes. America's biggest public library is New York City's, with 8,898,363 volumes. The New York metro area, therefore, receives 8,898 points for its public libraries.¹⁰⁵

In the description above the second factor, points awarded for the presence of a symphony orchestra, is omitted. These points are

¹⁰⁵Boyer and Savageau, pp. 293-294.

likewise subtracted out of the total below to achieve a more statistically pure score:

Places Rated Point Score for Arts in SMSA	Distribution of CULTQUOT
Less than 2,000	2
2,000-3,999	4
4,000-5,999	5
6,000-7,999	9
8,000-9,999	3
10,000-11,999	1
12,000-13,999	1
14,000-15,999	0
16,000-17,999	3
18,000+	2

N = 30

Having enumerated some descriptive statistics with respect to the characteristics of each orchestra and its community, let us now focus on what correlation and regression can show with respect to some of these same factors.

CHAPTER VIICORRELATION AND REGRESSION ANALYSISSimple Bivariate Correlations

Wages and direct money payments. The highest weekly and annual wages and, to a lesser extent, the highest seniority and electronic music guarantee pay, are found in orchestras where:

- Dues collected annually are the highest and yet orchestra dues constitute a small part of the total local union coffer.

- Budget, earned income (both in absolute terms and as a percentage of budget) and endowment are high.

- Percentage of budget paid for musician salaries is low.

- The group was founded a long time ago.

- Many recordings and broadcasts are made and broadcasts reach beyond the local area.

- The home town has a high household income, a large population, a great number of large private companies, a major opera company, and many other cultural offerings.

Scheduling of work. The length of the orchestra season and the number of players in the orchestra both correlate positively with most of the same independents as do the weekly and annual wages.

Travel. A large meal allowance and, to a lesser extent, larger flight and travel insurance policies correlate in the same way with the same independents as do weekly and annual wages. Limitations on total number of days spent touring are more likely in orchestras which have experienced considerable strike activity and

have large budgets.

The contract is more likely to severely limit the number of services while on tour but less likely to severely limit the number of hours of touring permitted before premium pay is required in those orchestras which (1) have high budgets, high earned income and large surpluses, (2) are older, (3) pay more dues to the union, (4) do more recording and broadcasting, and (5) are in areas of high household income with many large companies and more in the way of cultural activities.

Orchestra procedures. With respect to orchestra splitting, the number of players required when splitting occurs is likely to be larger in orchestras in which (1) budget, earned income and endowment are smaller, (2) a greater percentage of salary is paid to the musicians, and (3) the city in which the orchestra is located has less in the way of household income, large corporations, and other cultural facilities.

Time off. Generous vacation and sick leave provisions are for the most part more likely in orchestras which (1) have high budgets and earned incomes, (2) pay a lesser percentage of their incomes in salaries, (3) are older, (4) record and broadcast more, and (5) are in larger, more affluent metropolitan areas. The trend is more pronounced for vacation than for sick leave.

Retirement and severance pay. Size of pension correlates strongly positive with budget, earned income, endowment, orchestra age, broadcasting, household income, and cultural activities. Severance pay shows no clear trends.

Multiple Regression

Procedures. To insure the most meaningful outcomes from multiple regression of the data, independent variables have been chosen which (1) both theoretically (and empirically) correlate most strongly with the dependents and (2) correlate least strongly with each other.

The multiple regression computations added the selected variables to the equation hierarchically in the order listed in the chart which follows. Missing data were deleted pairwise. The chart summarizes the changes in the multiple R squared found by adding the variables to the equation, the total R squared for all the variables in the equation, and the adjusted R squared for all such variables.

Change in Multiple R² Produced by Adding Selected Variables
to the Multiple Regression Equation

Independents	WKSCLMIN	GARSL	EMG	SENIOR	SEASLING	PLRSNUM	SPLTPLRS	TRVLTIM
BUDGETU	.794	.726	.357	.319	.368	.568	.180	.089
STRKDAY	.016	.036	.069	.009	.038	.007	.001	.018
YRSTRK	.001	.001	.047	.006	.003	.002	.131	.037
HALLPRFS*	.003	.014	.010	.009	.041	.002	.017	.011
HHINCOM	.003	.000	.008	.002	.001	.003	.124	.031
BUDSALU	.024	.049	.005	.005	.077	.071	.009	.013
DUSCOLAN	.008	.005	.070	.042	.003	.061	.004	.227
RECORD	.004	.002	.015	.001	.015	.007	.118	.027
CULTQUOT	.001	.001	.064	.050	.022	.022	.024	.014
Mult. R ²	.854	.835	.646	.444	.567	.743	.607	.467
Adj. R ²	.744	.712	.381	.027	.242	.551	.286	.069

Independents	SVCTOUR	MEALS	TRVLINS	FLITINS	SICKDAY	VACDA	RETIRE	SEVPAY
BUDGETU	.334	.553	.407	.184	.418	.559	.389	.070
STRKDAY	.001	.000	.001	.003	.010	.138	.007	.001
YRSTRK	.126	.000	.002	.019	.058	.003	.014	.127
HALLPRFS*	.020	.029	.002	.000	.001	.023	.001	.000
HHINCOM	.003	.040	.091	.020	.131	.001	.024	.048
BUDSALU	.041	.115	.018	.027	.024	.015	.023	.008
DUSCOLAN	.005	.004	.103	.159	.043	.003	.019	.000
RECORD	.138	.127	.027	.004	.167	.010	.045	.002
CULTQUOT	.054	.000	.009	.015	.011	.014	.019	.015
Mult. R ²	.722	.868	.661	.433	.865	.766	.540	.271
Adj. R ²	.513	.769	.406	.007	.763	.590	.165	.000

* A hybrid, cross product variable of HALLSIZE x SEASPRFS designed to show the total available audience size.

The striking conclusion is that the orchestra budget strongly -- in some cases overwhelmingly -- explains the favorable outcomes with respect to these dependents: weekly and annual salary, EMG and seniority pay supplementals, length of season, number of players under contract, length of vacation, number of sick days, travel insurance, meal allowance on tour, number of services required on tour and pension. No dependent variables are satisfactorily explained by the entire equation which are not explained primarily by budget. Although other independents contribute to the variance, the amount of variance which they explain is relatively insignificant.

If orchestras are indeed economic institutions, then it should not be surprising that budget has such strong predictive power. What is surprising is that no other variables seem to have substantial predictive power at all once the effect of budget is accounted for.

Problems with the Data

What can be made of the contract outcomes which are not explained by with the independents? Possible explanations include:

1. Problems of data definition. For some contract provisions, such as touring and travel time limits, there frequently are many details and exceptions to the general rules. This creates problems of data interpretation and classification.
2. Simultaneity. As mentioned in footnote 102, a variable like DUSCOLAN is determined in part by dependent wage variables.
3. Multicollinearity. Even though many potential

independent variables were "weeded out," HHINCOM and CULTQUOT, for example, show fairly high degrees of intercorrelation. They may be measuring some of the same things and cancelling out each other's effect.

4. Lack of meaningful variance. Correlation and regression require some degree of differences in outcomes. Such variables as number of services on tour really show very little variance and therefore no conclusions can safely be drawn.

5. Limitations in the analysis. There may be additional explanatory variables which were overlooked. Also, we are focusing here on only a handful of the most easily measured variables. It could be that the "non-explanatory" independents do explain other contract outcomes mentioned elsewhere in the paper which are not quantified (i.e., power of the audition committee).

6. Gaps in the data. The tables in Appendix A show that data were not available on certain variables for many orchestras. This problem serves to statistically limit the degrees of freedom and thereby further distort the regression outcomes in what is already a small data set (N = 30 at best).

7. Situation-specific outcomes. If the data analysis has been sound, then we can hope that the most plausible interpretation of the behavior of the "non-correlates" is that they are the variables most influenced by the give-and-take of local bargaining. Presumably, such things as bargaining traditions, immediate local needs resulting from grievances and other problems, the overall climate for "horse trading", and the personalities of the

participants involved come together and dictate many of the bargaining outcomes.

CHAPTER VIIISUMMARY, CONCLUSIONS, AND FUTURE TRENDSThe "Typical" Orchestra

To recap the findings presented earlier, if we were to describe the collective bargaining outcomes for the hypothetically "typical" major orchestra in 1980-81, the pattern would appear as follows:

- Weekly base salary level of just under \$445 for 11 months of work with additional seniority and EMG payments of \$10/15 per week, respectively.

- Just over 90 players under contract performing eight services per week, both at home and while on tour, with each service limited to between two-and-a-half and three hours.

- Limitations on touring, both in terms of the number of days or weeks per year and the number of hours on the road per day (usually a maximum of five hours without some form of premium pay).

- Travel insurance in some multiple of \$10,000 and meal allowances of around \$25 per day.

- Limitations on both the number of times in which the orchestra can be split and the minimum number of players required when splitting occurs (usually between 20 and 30 players).

- An artistic committee with "advisory" powers and an audition committee with "mutual agreement" powers.

- Final authority for player dismissal in the hands of either a committee or arbitrator.

- At least three weeks of sick days and five weeks of vacation.

- Some provision for sabbatical time off.

- Monthly pensions of around \$500.

With respect to other aspects of the typical orchestra, independent from the contract itself, we see:

- A local union (1) requiring annual dues between \$50 and \$70 and work dues of 2 to 3 percent of salary, (2) in which the symphony musicians do not make up the majority in terms of dues support, and (3) which uses attorneys in some capacity.

- At least one work stoppage during the last 10 years.

- A financial picture reflecting (1) \$5-6 million in expenses, (2) 40-60 percent of total budget as earned income, (3) a small (less than \$500,000) budget surplus after transfers from the endowment, (4) Federal and non-Federal government grants in the \$200K/300K range, respectively, and (5) well over half the total budget going to player salaries alone.

- An orchestra institution which has been on the scene between 50 and 60 years.

- A limited amount of recording and broadcasting activity.

- Over 200 performances per season.

- A metropolitan area with (1) a population of 1-2 million, (2) household income of around \$25,000, (3) a handful of Fortune 500 firms, and (4) a fair number of other arts and cultural institutions.

We have also found that as the independent variables move away from these more typical characteristics, one pattern emerges. Many of the directly quantifiable dependent contract outcomes -- those which make up most of the total contract costs -- are also the ones most affected by differences with respect to ability to pay.

Similarities and Differences

As can be seen from the survey of collective bargaining contracts, symphony musicians and their managements have many of the same concerns for wages, hours, and working conditions as their counterparts in other areas of the economy. However, there are some institutional characteristics of the non-profit performing arts in general -- and symphony orchestras in particular -- which have created and will continue to create differences in processes and outcomes. Michael Moskow's landmark study on labor relations in the performing arts cited at several points in this narrative, points out that non-profit performing arts institutions are distinct from other businesses in that:

1. As non-profit but nevertheless highly unionized organizations, performing arts groups have a large body of collective bargaining policy and tradition which has grown up between the parties themselves and, until very recently, almost completely outside of the National Labor Relations Act.

2. The institution's product -- the concert or performance -- is ephemeral; it cannot be stockpiled. Moreover, the market for the product is a fairly narrow sector of the population.

3. Budgeting is based on a combination of earned and

contributed income and decisions to spend money are based not only on profit but also on artistic standards of excellence.

4. Performers are still attempting to gain full-time year-round employment.

5. Union membership is universal and drawn along narrow craft lines. However, performers are distinct from most other unions with respect to (a) as years of education and (b) excessive numbers of highly qualified individuals vying for precious few vacancies.

6. Unions negotiate across-the-board wage scales and policies yet permit individual performers to write in their own contractual conditions.

7. Management decisions are divided between two responsible parties, the general manager and the artistic director.

8. Arts managers are at least as mobile as performers themselves with the resulting problems in continuity of leadership.

9. Various forces check and balance the bargaining power of each side. Management's inability to hire strike replacements is balanced by the union's recognition of the fragile mix of earned and contributed income on the balance sheet.

Within these generalizations about the performing arts, the symphonies differ somewhat from repertory theater, ballet, and opera companies in that:

1. Orchestras are more stable institutions than other performing groups. They employ more people, have bigger budgets, work longer seasons, and experience less turnover among their

artistic personnel.

2. Symphony committees more strongly circumscribe their artistic director's power than do similar committees elsewhere.

3. Union locals have made structural and tactical changes in their approach to bargaining in order to accommodate the special needs of symphony players.

4. Orchestras have fewer jurisdictional headaches and multiple bargaining unit problems. Ordinarily a symphony management deals with the AFM and, perhaps, a separate union for stage hands and/or drivers. By contrast, the Metropolitan Opera employs instrumental musicians, singers, dancers, stage hands, carpenters, electricians, etc. and must therefore deal with 13 unions.

5. A greater percentage of symphony musicians receive over-scale pay through personal contracts than do other performers.

Future Trends

What can be forecasted for the future of symphony bargaining? These trends suggest themselves:

1. Different kinds and degrees of change in different orchestras. There will always be differences in orchestras with respect to where they stand in the evolutionary process. Presently, Minnesota no longer points to Cleveland as a goal with respect to length of season, but it may still try to bridge the gap between the two groups in such areas as salary, recording income, and national (as opposed to regional) stature. By contrast, many orchestras other than Cleveland and Minnesota are still fighting to achieve more of a year-round schedule.

2. Fine tuning salary demands. Salary and, more particularly, the way in which salary is paid, will always offer opportunities for bargaining. For example, unions will likely continue to pursue the establishment of seniority pay. This particularly benefits the brass and woodwind players who, because of the physical demands of their instruments, tend to have shorter playing lives than the strings and percussion. Unions will also be likely to push to convert some of the extra, lower paid per service players over to coverage under the collective bargaining agreement.

3. Insuring a continued share of revenue from new forms of electronic media. If, for example, pay television provides a new outlet for orchestra performance (as is currently the case on a limited basis), there will be new opportunities for the musicians.¹⁰⁶ However, electronic performances of any kind remain very expensive and are limited, on a regular basis, to a small group of orchestras. Do orchestras record because they are wealthy enough to do it or do orchestras generate wealth as a result of recording? The safest thing that can be said is that some orchestras with "regional" identities such as St. Louis, Baltimore, and Dallas have gained a greater national stature and become more in demand for concerts and tours because of certain risks they have taken in the recording field.

4. Resolving the ever-present funding dilemma. A review of

¹⁰⁶The 1980-81 annual report of the Cleveland Orchestra indicates that it is working with a new subscription cable network devoted exclusively to the performing arts.

literature from the past 30 years would lead one to believe that at any given time the majority of professional orchestras have been teetering on the brink of financial collapse. Yet, by comparison with other forms of organized artistic endeavor, professional orchestras are remarkably durable.

There are, however, some new problems on the horizon which could have multiplicatively damaging effects. The American Symphony Orchestra League has estimated that total public funding for orchestras was cut about 25 percent in the 1981-82 season.¹⁰⁷ Although government grants typically make up a fraction of an orchestra's budget, over the last two decades they frequently have served as a basis by which other sorts of funding are elicited and matched. ISCOM charges that the 1980 elections swept out of office several champions of the National Endowment for the Arts and swept into office people who, along with the President and his appointees, are not sympathetic to the goals of the NEA¹⁰⁸

Yet the NEA has always been under fire from one source or another -- including some members of the artistic community -- for its role as a ministry of culture, pumping millions of taxpayer dollars into elitist dinosaurs such as symphony orchestras. It is much too early to say how shifts in funding will affect the process. Will private sector money pick up the government funding slack? Will managements make "give-back" demands of unions or simply learn

¹⁰⁷American Symphony Orchestra League, "1980-81 Annual Report."

¹⁰⁸"Government Funding for the Arts in Trouble?," Senza Sordino, May 1981, p. 2.

to be more resourceful in tapping new sources of revenue? Will unions accept wages freezes, benefit freezes, and contract extensions and be satisfied with pursuing non-economic, working conditions issues? Or will they fight ever more fiercely to achieve parity with orchestras which are ahead of them in various contract provisions?

5. Hygiene issues. As long as orchestras travel, matters will arise which will be translated into bargaining demands. Similarly, the hearing loss problem will likely require increased attention and resourceful solutions. In Minnesota the orchestra has experimented with placing clear plexiglass dividers between certain sections of the orchestra during concerts so as to mitigate excessive noise without compromising sight lines or overall balance.

6. Maturation of bargaining processes. Although there have been orchestras and musician unions in this country since before the turn of the century, only since the 1960's has there been in bargaining a common practice of utilizing player representatives along with union officers, professional symphony management officials, and hired attorneys. The process is still evolving. For example, no longer will just any lawyer be acceptable. Both sides are now more likely to utilize specialists in labor law and symphony bargaining.¹⁰⁹ As this maturation continues, the more annoying practices may also disappear (e.g., withholding salary information

¹⁰⁹The AFM reports that about half of the symphony locals now employ attorneys on a retainer. The Sipser, Weinstock, Harper, Dorn, and Leibowitz firm of New York City has become particularly well known as a specialist in bargaining on behalf of local orchestra committees.

on the basis of secrecy or comparing -- out of context -- clauses from other contracts with those in the contract at hand).

7. Sustaining interest in the fundamental product.

Orchestras are, in a sense, like some other contemporary industries and institutions in that they must be concerned about the long-term demand for their product within the general population. Just as smaller cars and smaller families have meant less demand for steel and schools, there are problems of "demand" for classical music and the profitability of meeting that demand. Two or three decades ago one could listen to commercial broadcasts and hear Toscanini and the NBC Symphony Orchestra, the Metropolitan Opera brought to you by Texaco, and the New York Philharmonic Young People's Concerts with Leonard Bernstein on CBS. Now it is Doc Severinsen on NBC, the Met only on public radio (still, however, subsidized by Texaco), and nothing at all for the younger listener. Only a handful of commercial classical music radio stations still exist in the country.

An even more ominous sign is the elimination of music programs in some grade and high schools in order to balance the budget in an era of shrinking resources. Where will the audiences of tomorrow be? No ticket price can be high enough to cover costs when there is no one to buy the ticket. Thus, problems of audience development may well prove to be the ultimate challenge for managements and unions together in the years ahead.

APPENDIX A

INDIVIDUAL ORCHESTRAS MEASURED WITH RESPECT TO EACH VARIABLE

The pages which follow list the actual items of data for each orchestra pulled from the sources discussed in Chapter VI. The data are listed in the order they appeared in that chapter. Note that not all of the data items were used in the correlation/regression analysis.

DEPENDENT VARIABLES -- CONTRACT OUTCOMES

	Weekly Min. Scale 1980-81 Contract (\$)	Guaranteed Ann. Salary 1980-81 Contract (\$)	Electronic Music Guar- antee Per Week (\$)	Seniority Per Week @ 25 yrs. Service (\$)	Length of Season in Weeks	Number of Players Under Contract	Maximum Hours Travel Without Premium Pay
Atlanta	410	19,920	15	0	48	91	6
Baltimore	380	17,720	0	0	46	97	6
Boston	600	32,200	19	20	52	102	7
Buffalo	365	18,000	0	0	48	87	7
Chicago	600	31,200	N/A	10	52	108	11
Cincinnati	485	27,260	20	10	52	96	5
Cleveland	525	27,920	0	10	52	104	4
Dallas	435	23,400	15	5	52	85	5
Denver	447	19,630	15	0	40	83	5
Detroit	510	27,840	0	10	52	103	4
Houston	435	23,400	15	0	52	92	5
Indianapolis	405	18,225	0	0	45	83	5
Kansas City	340	10,200	10	10	30	78	6
Los Angeles	520	27,300	57	10	52	104	10
Milwaukee	420	21,000	0	5	50	90	5
Minnesota	465	26,260	25	N/A	52	96	5
National	510	26,780	0	0	52	100	5
New Orleans	431	17,248	0	0	40	80	6
New York	580	34,288	66	10	52	106	8
Oregon	284	10,803	0	0	38	81	6
Philadelphia	540	30,100	30	10	52	106	8
Pittsburgh	520	27,040	0	0	52	102	7
Rochester	405	20,400	15	5	48	59	7
St. Louis	460	23,920	40	0	52	100	5
San Antonio	300	10,800	0	10	36	81	6
San Diego	375	10,875	0	0	29	87	N/A
San Francisco	520	23,340	25	10	52	97	5
Seattle	395	17,600	5	0	44	96	8
Syracuse	302	12,684	0	0	42	84	7
Utah	400	20,800	0	0	52	81	6

	Maximum Services per Week of Tour	Meal Allowance Per Day on Tour (\$)	Travel Insurance Per Person in \$1,000's	Flight Insurance Per Person in \$1,000's	Minimum Number of Players Required When Splitting	Maximum Sick Days (Assume 10 yrs Service)
Atlanta	7	23	100	100	25	70
Baltimore	8	21	20	20	25	28
Boston	6	32	25	25	0	365
Buffalo	8	19	50	50	12	56
Chicago	6	24	150	150	0	180
Cincinnati	8	24	20	20	40	154
Cleveland	8	29	75	75	20	137
Dallas	7	18	60	60	22	182
Denver	8	20	50	50	25	70
Detroit	7	24	50	50	20	88
Houston	8	20	25	25	18	61
Indianapolis	7	18	0	100	42	39
Kansas City	9	22	0	0	12	21
Los Angeles	6	28	150	150	25	154
Milwaukee	8	23	0	100	30	36
Minnesota	7	22	25	25	30	84
National	6	24	50	50	25	70
New Orleans	8	25	0	0	25	90
New York	5	34	75	75	0	35
Oregon	7	20	10	10	30	10
Philadelphia	5	32	0	0	N/A	70
Pittsburgh	8	23	40	0	18	77
Rochester	6	19	10	10	15	N/A
St. Louis	9	23	0	0	25	182
San Antonio	N/A	16	0	0	N/A	N/A
San Diego	8	16	0	0	30	12
San Francisco	7	20	125	0	N/A	35
Seattle	8	20	0	0	N/A	35
Syracuse	8	18	0	0	0	N/A
Utah	8	21	20	20	N/A	12

	Vacation Days (Assume 10 yrs of Service)	Monthly Pension (assume 30 yrs svc. and \$25,000 salary)	Severance Pay (assume 10 yrs. svc. and \$25,000 salary)
Atlanta	28	500	3,500
Baltimore	35	400	1,500
Boston	56	1,042	1,000
Buffalo	28	450	1,000
Chicago	49	400	15,000
Cincinnati	42	500	0
Cleveland	56	833	1,000
Dallas	56	800	1,500
Denver	35	500	7,500
Detroit	56	833	2,000
Houston	42	550	12,500
Indianapolis	21	600	0
Kansas City	14	N/A	0
Los Angeles	56	900	5,000
Milwaukee	42	N/A	0
Minnesota	49	900	25,000
National	49	835	1,250
New Orleans	21	N/A	2,000
New York	49	813	N/A
Oregon	7	N/A	1,000
Philadelphia	56	375	500
Pittsburgh	49	750	1,500
Rochester	35	458	0
St. Louis	56	450	1,000
San Antonio	8	180	0
San Diego	7	N/A	1,500
San Francisco	56	665	0
Seattle	32	500	1,500
Syracuse	28	N/A	0
Utah	28	N/A	N/A

INDEPENDENT VARIABLES -- CONTRACT INPUTS

	Local Annual Dues (\$)	Percentage of Salary Deducted for Dues	Dues Collected from Orchestra in \$1,000's	Percentage of Total Local Dues Collected from Symphony	Years Since Last Strike
Atlanta	50	3	N/A	N/A	0
Baltimore	52	2	45	33	8
Boston	86	1	35	N/A	N/A
Buffalo	48	1	N/A	N/A	3
Chicago	60	3	108	15	1
Cincinnati	48	3	50	38	8
Cleveland	56	2	26	24	0
Dallas	100	1	10	42	5
Denver	63	3 1/4	22	32	0
Detroit	56	4	106	42	5
Houston	63	2	14	22	4
Indianapolis	32	2 1/2	25	43	8
Kansas City	44	3	17	21	0
Los Angeles	52	3	123	3	14
Milwaukee	56	N/A	N/A	N/A	N/A
Minnesota	42	2	23	28	1
National	62	1 1/2	41	20	2
New Orleans	38	2 1/2	35	25	N/A
New York	77	2 1/2	112	8	7
Oregon	63	3	26	N/A	8
Philadelphia	54	2 1/2	64	33	14
Pittsburgh	50	2 1/2	72	N/A	5
Rochester	76	1	12	N/A	7
St. Louis	60	3	75	33	1
San Antonio	60	1/2	4	N/A	N/A
San Diego	56	3	20	21	12
San Francisco	58	2 1/2	55	18	12
Seattle	56	4	64	52	1
Syracuse	44	1	6	50	N/A
Utah	32	2.6	40	65	N/A

	Days Lost to Work Stoppage Since 1945	Budget in \$ Million - AFM	Earned Operating Income in \$ Million (Financial Stmt.)	Earned Income - AFM (Percentage)	Deficit/Surplus in \$1,000's - Financial Stmt.
Atlanta	3	5.115	N/A	50	N/A
Baltimore	126	4.35	1.986	59	-426
Boston	0	15.5	12.58	76	775
Buffalo	63	3.8	1.267	26	-459
Chicago	35	13.0	9.288	54	247
Cincinnati	42	5.6	N/A	44	N/A
Cleveland	32	11.554	6.685	66	-65
Dallas	301	4.9	N/A	55	N/A
Denver	91	3.88	2.116	54	145
Detroit	77	7.82	2.106	27	-1,944
Houston	152	5.2	1.967	42	-1,832
Indianapolis	87	4.1	0.953	27	410
Kansas City	165	2.9	N/A	65	N/A
Los Angeles	42	12.36	9.828	80	1,015
Milwaukee	40	4.147	1.405	48	6
Minnesota	33	8.2	4.429	58	38
National	134	8.0	3.728	38	161
New Orleans	30	3.2	1.093	32	-402
New York	77	12.014	7.476	58	544
Oregon	21	2.549	1.338	64	25
Philadelphia	164	8.3	6.149	64	712
Pittsburgh	49	7.1	N/A	62	N/A
Rochester	84	3.7	2.212	42	-1,050
St. Louis	196	7.414	2.531	43	60
San Antonio	20	2.678	1.26	52	13
San Diego	14	4.0	N/A	42	N/A
San Francisco	49	10.3	N/A	68	N/A
Seattle	70	3.0	N/A	61	N/A
Syracuse	20	2.9	N/A	43	N/A
Utah	40	4.0	N/A	61	N/A

	Deficit/Surplus in \$1,000's - AFM	Endowment in \$ Millions	Federal Govern- ment Support in \$1,000's	State & Local Government Sup- port in \$1,000's	% of Budget Going to Salaries for Musicians
Atlanta	-81	N/A	200	242	49
Baltimore	N/A	2.62	205	688	60
Boston	-1,150	15.518	271	146	37
Buffalo	N/A	1.825	227	524	55
Chicago	-3,700	11.619	0	805	38
Cincinnati	-88	N/A	469	209	60
Cleveland	N/A	17.131	300	343	43
Dallas	-205	N/A	185	246	41
Denver	0	2.304	190	338	48
Detroit	-1,980	N/A	200	900	48
Houston	-387	6.416	160	233	59
Indianapolis	-110	10.316	200	323	42
Kansas City	0	N/A	150	308	50
Los Angeles	819	6.367	437	588	41
Milwaukee	0	2.3	195	391	61
Minnesota	38	11.44	265	190	43
National	-735	5.63	175	0	53
New Orleans	-400	0.72	160	960	62
New York	0	21.054	300	485	50
Oregon	18	3.544	105	157	55
Philadelphia	-501	15.987	250	509	N/A
Pittsburgh	0	N/A	265	473	N/A
Rochester	-389	0.382	255	476	47
St. Louis	-730	7.721	260	1,133	50
San Antonio	-25	N/A	160	250	50
San Diego	N/A	N/A	475	95	48
San Francisco	0	N/A	242	835	46
Seattle	0	N/A	185	225	57
Syracuse	-294	N/A	120	482	43
Utah	0	N/A	100	390	60

	Age of Orchestra	Number of Records Made	Broadcasts (Note 1)	Number of broadcasts per season	Number of Seats in Hall
Atlanta	35	6	LOC	20	1,762
Baltimore	64	10	NAT	13	2,610
Boston	99	93	NAT	104	2,631
Buffalo	44	3	NO	0	N/A
Chicago	39	N/A	NAT	39	2,566
Cincinnati	83	17	LOC	28	3,634
Cleveland	62	123	NAT	52	1,944
Dallas	77	9	NO	0	3,420
Denver	51	0	NO	0	2,240
Detroit	62	9	LOC	10	2,876
Houston	54	18	LOC	20	3,000
Indianapolis	50	1	NAT	13	2,206
Kansas City	47	0	LOC	14	2,572
Los Angeles	61	40	NAT	24	3,200
Milwaukee	21	1	NAT	13	2,331
Minnesota	77	24	NAT	20	2,543
National	49	15	NO	0	2,759
New Orleans	44	1	NO	0	2,230
New York	138	249	NAT	52	2,836
Oregon	N/A	0	NO	0	3,000
Philadelphia	80	275	NAT	52	3,000
Pittsburgh	68	9	LOC	24	2,840
Rochester	57	6	LOC	15	3,094
St. Louis	99	28	NAT	26	2,672
San Antonio	41	0	NO	0	2,780
San Diego	N/A	0	NO	0	N/A
San Francisco	68	9	NAT	26	3,252
Seattle	77	0	NO	0	3,075
Syracuse	N/A	4	LOC	14	2,000
Utah	40	25	LOC	15	5,000

	Number of Performances Per Season	Household Income in SMSA (\$)	1980 Population of SMSA in Millions	Number of Fortune 500 Firms in SMSA	"Places Rated" Point Score for Culture
Atlanta	240	27,051	2.03	3	3,520
Baltimore	270	25,080	2.174	3	7,216
Boston	220	26,090	2.763	9	16,633
Buffalo	N/A	23,479	1.243	0	7,457
Chicago	185	29,967	7.102	43	16,327
Cincinnati	246	25,564	1.401	3	6,600
Cleveland	230	28,677	1.899	12	9,896
Dallas	223	28,879	2.975	11	7,476
Denver	200	30,545	1.62	4	9,605
Detroit	N/A	30,243	4.353	12	7,247
Houston	200	32,565	2.905	11	5,289
Indianapolis	212	26,598	1.167	2	3,537
Kansas City	203	27,392	1.327	2	4,937
Los Angeles	260	29,792	7.478	23	17,433
Milwaukee	180	27,929	1.397	10	7,260
Minnesota	200	28,634	2.114	12	8,594
National	194	33,294	3.06	3	18,597
New Orleans	150	24,881	1.187	1	4,041
New York	190	26,938	9.12	96	40,988
Oregon	110	30,316	1.242	6	2,749
Philadelphia	194	25,585	4.717	9	10,037
Pittsburgh	260	26,295	2.264	15	6,952
Rochester	150	26,287	0.971	4	4,386
St. Louis	220	26,136	2.355	11	4,995
San Antonio	180	21,819	1.072	1	1,982
San Diego	N/A	26,374	1.862	8	6,777
San Francisco	213	33,591	3.253	9	13,056
Seattle	150	30,802	1.607	2	6,818
Syracuse	310	22,661	0.642	2	2,878
Utah	200	23,865	0.936	0	1,878

APPENDIX B

EXCERPTS FROM THE COLLECTIVE BARGAINING AGREEMENTS

The pages which follow contain excerpts from the 28 collective bargaining agreements which were provided during this study. The layout is similar to that found in Chapter V. There is at least one excerpt from each of the 28 available agreements, and they are quoted verbatim except as indicated by ellipsis. Also, paragraph numbers are omitted for the sake of clarity.

Each sample has been chosen because it is similar to the provisions found in a great many orchestras or provides a good example of the content and flavor of the language which the orchestra agreements typically reflect in this area.

GENERAL PROCEDURES AND POLICIES

Duration of Agreement

This agreement shall become effective September 10, 1980 and remain in effect for the 1980-81, 1981-82, and 1982-83 seasons. Negotiations for a new contract covering the 1983-84 and any subsequent seasons as may be agreed to by the parties will begin on or before February 1, 1983, unless otherwise mutually agreed to by the parties. (Atlanta, pp. 42-43)

Integration of Master Agreement and Individual Contracts

The Company shall engage under written individual seasonal contracts musicians for the 1980/81, 1981/82, and 1982/83 Symphony Seasons. The text and form of this Agreement ... shall be incorporated in and made a part of the said individual Musician's contract.

By the terms of the individual Musician's contract the Musician shall be obligated to perform all the services, adhere to, observe and abide by all the other terms and conditions of said individual contract and of this contract, and to accept as payment a weekly salary provided by the terms of this Agreement, or any greater amount set out in the individual Musician's contract. In addition to the weekly salary, the Musicians shall receive any additional amount which may be due for overtime, recording, etc.

The Company shall be obligated to pay the weekly salaries of the Musicians and such additional amount as may be due under the said contracts, and to adhere to, observe and abide by all of the other terms and conditions of this contract and said individual Musician's contracts. (Cincinnati, pp. 4-5)

Preamble of Mutual Concern

WHEREAS, the parties hereto desire that this Agreement shall promote the principals of fair practice in the employment of said musicians and shall be consistent with the rules and by-laws of the Union and of the American Federation of Musicians and with the economic and other limitations of the non-profit, public-supported nature of the Association ..., it is agreed as follows. ... (National, p. 1)

Equal Opportunity

There shall be no discrimination in employment because of race, creed, color, sex, or national origin. The Society will not give concerts before segregated audiences. Pursuant to the provisions of applicable law, there shall be no discrimination in employment because of age. (New York, pp. 20-21)

Exclusive Use of Symphony Name

Any appearance of this Orchestra under a name other than BUFFALO PHILHARMONIC ORCHESTRA during the terms of this contract can only be done with the prior consent of a majority of the members of the Orchestra voting by secret ballot. ... The parties to this Contract warrant that the name of the Orchestra, the BUFFALO PHILHARMONIC ORCHESTRA SOCIETY, INC., and any derivative therefrom, (such as Buffalo Symphony Orchestra), are inviolate and shall partake in preserving and protecting the name. In the event of violations for any reason, the Society, Union, and Orchestra Committee shall meet to determine appropriate action. (Buffalo, p. 53)

Moonlighting

It is agreed that the Association may incorporate in the contracts with its players a provision by which each musician will agree that, in order to protect the Association from unfair competition, he will accept no outside engagements to play music in the symphonic repertoire whether in concert, broadcasts, telecasts, recording, or film during the playing term of the contract, unless agreed to by the Association.

The interpretation of the above would mean that the members are free to accept outside engagements similar to those that have been played during past seasons in which the nature of the works performed was the so-called orchestra "pops," orchestra choral works, and things which are not generally considered to be part of our active repertoire. (Philadelphia, pp. 39-40).

Respect

Each Musician is required to accord the Conductor the respect due to his position, and insubordination, disrespectful or ungentlemanly conduct, or intoxication on the part of the Musician shall be grounds for dismissal or discharge, subject to the provisions herein for dismissal and discharge and grievance procedures.

The Conductor is required to accord each Musician the respect due his musicianship, personal integrity, and status as a member of the Orchestra, the violation of which shall be subject to the grievance procedure herein.

The use of profanity, insulting or belittling language, or ungentlemanly conduct by either Musician or Conductor one to the other, shall be a violation of [the previous two paragraphs]. (Indianapolis, p.33)

Extraordinary Event

In the event the Association cannot continue the series of concerts and rehearsals provided for under the terms of this Agreement by reason of an Act of God such as fire, flood, pestilence; or because of any rules or regulations promulgated by Federal, State, Municipal authorities or of a civil or military nature; or because of its financial insolvency, or for any other reason beyond the control of the Association, then the Association will have the right to cancel this Agreement upon payment of stipulated compensation to the date of such cancellation. No officer, member of the Board of Trustees of the Association, or employee of the Association shall be personally liable for any of the obligations of the Association or for any consequence of performance, or breach therefore of this Agreement.

In the event that this section is activated for reasons of financial insolvency, the Union shall be entitled to independently audit the Association's records. But the Union shall not have the right to arbitrate the Association's use of such provision regarding financial insolvency. (Denver, p. 89)

No Strike/No Lockout

There shall be no lockout by the Employer and neither shall the union nor any Orchestra member cause or engage in any strike or work stoppage during the term of this Agreement. (San Diego, section 15.1)

SALARY AND OTHER MONEY PAYMENTS

Minimum Weekly Salary

The minimum weekly salary for each Season shall be the amount hereinafter set forth opposite the respective Season:

1978-1979 Season	\$440.00
1979-1980 Season	\$480.00
1980-1981 Season	\$520.00 (From September 22, 1980 through March 22, 1981)
	\$530.00 (From March 23, 1981 through September 20, 1981)

Each Musician of the Orchestra shall receive an across-the-board raise in salary each Season in the same amount as the increase in minimum weekly salary specified under this Agreement for that Season. (Los Angeles, pp. 23-24)

Overtime

For each service not permitted to be scheduled by the other terms of this Agreement, there shall be paid to each Musician an

amount equal to three-sixteenths (3/16) of his contracted weekly salary. ...

For any rehearsal exceeding two and one-half (2-1/2) hours, including an intermission of not less than fifteen (15) minutes, overtime shall be paid for at \$6.25 the first year (1980-81), \$6.75 the second year (1981-82), and \$7.50 the third year (1982-83) per quarter hour or fraction thereof. When overtime is planned at a rehearsal, the basic service time of two and one-half (2-1/2) hours shall be shortened by five minutes so as to allow a break before the overtime. Only the Musicians actually called in the overtime shall receive overtime compensation. (Kansas City, pp. 2-3)

Overscale Payments for Certain Positions

Compensation for the Associate Concertmaster and Principals shall be not less than twenty percent above the minimum weekly salary set forth herein. Compensation for Assistant Concertmasters and Assistant Principals shall be not less than ten percent above the minimum weekly salary set forth herein. (San Francisco, p. 2)

Seniority Pay

Starting in his sixth year of service with the Corporation, a musician's minimum weekly salary shall be at least Five Dollars (\$5.00) above the applicable scale ...; starting in his eleventh year of service at least Ten Dollars (\$10.00) above said scale; starting in his sixteenth year of service at least Fifteen Dollars (\$15.00) above said scale; and starting in his twenty-first year of service at least Twenty Dollars (\$20.00) above said scale. The terms of this paragraph shall not apply until the second contract year of this Agreement. The above amounts will be offset by any over-scale pay amounts stipulated in a musician's individual contract. (Detroit, p. 40)

Doubling Pay

Doubling is when a musician is required to play an instrument not specified in his Individual Contract. Doubling shall be paid at the rate of fifty (50) percent of the musician's pro-rated wage per service, per instrument. This shall be applicable to all regular and special services, including recordings. A person shall have right to refuse to double. No musicians shall be denied re-employment for refusing sign an Individual Contract which specifies instruments to be played which did not appear in his former Individual Contract. Keyboard doubling shall be construed to mean any one of the following, during any one service: 1) Piano and/or Celeste; 2) Organ; 3) Harpsichord. (Buffalo, pp. 9-10)

Electronic Music Guarantee

In addition to the amounts specified above, it is understood that Fifteen Dollars (\$15.00) per week shall be added to the weekly compensation ... and that such increases shall constitute an electronic media guarantee for electronic media services (Houston, p. 29)

Solos

All musicians shall play incidental solo or obligato parts required of them without additional compensation. The playing of a solo in front of the Orchestra shall not be construed as an incidental solo. A demonstration of an instrument shall not be considered a solo. ...

All solos shall be negotiated separately on a form acceptable to the Association and filed with the Association. (Seattle, pp. 4, 36)

Donation of Services

The following free services will be performed by the Players during the year:

1. Symphony Season:

a. One (1) concert and and (1) rehearsal therefore in the 1980-81 and 1982-83 years of this Agreement, and net proceeds to be contributed to the Pension Institution. Such concerts may include repertoire from either the Symphony and/or the Pops Seasons.

b. One (1) concert and one (1) rehearsal therefore, at the option of the Corporation and after consultation with the Players' Committee. This shall be a civic-commemorative-ceremonial type concert, at which there shall be no admission charge, and may be scheduled only once during the term of this Agreement.

2. Pops Season:

a. One (1) benefit concert, the gross ticket proceeds to be contributed to the Pension Institution.

3. Summer Season:

a. One (1) benefit concert such as "Pops at Tanglewood," the net proceeds to be contributed to the Pension Institution.

b. One (1) benefit concert and one (1) rehearsal therefore, the net proceeds to be contributed to the Berkshire Music Center. (Boston, pp. 57-58)

Severance Pay

Any musician whose employment with the Orchestra shall be terminated under the provisions of [the "non-renewal" article] shall receive severance pay equivalent to Two Hundred Dollars (\$200.00) for each full year of service from and after October 1951. A full year of service shall be defined to mean the subscription season for the Musician's first year of employment, and for service prior to May 1, 1966, but thereafter a full year of service shall mean a contractual year to the Agreement. This section shall not be applicable to probationary musicians, musicians retiring under the Employee's Retirement Plan, and musicians dismissed for cause (Detroit, p. 52)

SCHEDULES AND SCHEDULING PROVISIONS

Length and Subdivision of the Season

The 1980/82, 1981/82, and 1982/83 seasons shall be for fifty-two (52) weeks each.

During each season the Association may schedule whatever activities that it may determine, both in the United States of America and abroad, including, but not limited to, a Subscription Season, Tours, Children's Concerts, Opera, Ballet, Blossom Pops, Downtown Pops, Blossom Music Festival, Rehearsal and Vacation weeks, forty-two (42) of which in each season may be required of each Musician No more than ten (10) weeks in each calendar year may be scheduled for any Musician at Blossom Music Center. ...

A Musician who chooses not to play some or all of the (10) optional weeks must inform the Association in writing not later than March 1 for that calendar year. If in the judgment of the Association too great a number of players from any one section should request to be absent at the same time, the Association may in its discretion refuse to grant some of the individual requests. In such cases, applications will be considered on the basis of length of service and previous absence during Optional Weeks. (Cleveland, p. 2)

Scheduling within the Work Week

A worksheet shall mean the consecutive seven (7) day period beginning Sunday at 12:01 a.m. and ending the following Saturday, unless changed by mutual agreement.

It is understood that during each seven (7) day workweek period, there will be two (2) days on which no services will be rendered or travel required, except as provided for during tours.

The Society shall have the right to schedule no more than an average of eight (8) services per workweek for each season but may not schedule more than two (2) consecutive nine (9) week service workweeks unless premium pay ... is paid.

A service required by the Society in excess of nine (9) in a workweek shall be considered an extra service and shall be paid for as required in ... this Agreement.

Back-to-back student concerts performed within two (2) hours and thirty (30) minutes shall constitute one (1) service. No more than one (1) back-to-back student concert shall be scheduled on any one day. (Houston, p. 11)

Other Scheduling Restrictions

The Personnel Manager shall post the exact sequence of works to be rehearsed no less than forty-eight (48) hours in advance of each rehearsal. The conductor, without penalty, may change the sequence and/or add new works (the latter only with permission of the Orchestra, such permission not to be unreasonably withheld) no later than the last rehearsal prior to the rehearsal in which the change is to be made with the following exception: on a double rehearsal day the Conductor may not add new works to the second rehearsal of that day. (Detroit, p. 14)

Call Times and Intermissions

All musicians will be seated, warmed up and ready to tune five (5) minutes before the call at rehearsal and ten (10) minutes before the call at concerts.

For the concerts, the intermission must be taken no later than one and one-half (1-1/2) hours from the start of the concert, except in the case of certain compositions, the time of which exceeds the normal one and one-half hour time limit. (San Antonio, pp. 14-15)

INSTRUMENTATION, SEATING AND PLACEMENT

Number of Players Under Contract

The Society hereby agrees to engage a minimum of eight-four (84) musicians, exclusive of conductors and soloists, for a period of forty-four (44) consecutive weeks for the 1979/80 season. The Society agrees that the number of musicians in the Orchestra, exclusive of conductors and soloists, for the second and third season of this contract will be eighty-four (84), unless it is necessary to reduce the number of Musicians based on financial necessity; if such a financial necessity exists, such reduction

must be in the string sections, must be done by attrition, must not occur for subscription pairs, and must not at any time reduce the number of Musicians to less than eighty (80). (Indianapolis, p. 6)

Use of Extra Musicians

Extra musicians who may be required during a contract year shall be selected by the Association upon consultation with Members of the section in which the extra musician is to be used, including the principal. Extra musicians will be paid at not less than the rate provided [in an earlier section of the contract] for each service performed or not less than the minimum weekly salary for any week in which they perform all normal services scheduled for that week. An extra musician employed for a run-out or tour shall be paid for all services taking place while he is with the Orchestra. If an extra musician is employed for a period anticipated to be at least four consecutive weeks, or for a runout or tour, the Union and the Association shall agree upon which other benefits of this Agreement shall be applicable to such extra musician during the period of his employment. An extra musician employed for a run-out or tour shall receive during such period the applicable per diem allowances and the same [accidental disability and dismemberment] and common carrier insurance coverage which is provided for members. (Chicago, p. 81)

Seating Procedures

The Music Director will determine seating on the first stand of each string section during the first contract year. During the second and third contract years the Music Director will determine seating on the first one and one-half stands of the first violin section and the first stand of each of the remaining string sections. Vacancies in these positions will be filled in accordance with provisions in [the paragraph dealing with auditions]. (National, pp. 51-52)

Probationary Periods

A new Player shall be subject to a Trial Acceptance Period which shall be the equivalent of one full Symphony Season plus the equivalent of one full Pops Season. The Corporation may, before the end of the first five (5) months of this period, notify the Player that his employment will be terminated at the end of the first period set forth [below] provided that there has been in-person consultation between the Music Director and the new Player's Audition Advisory Committee. In emergency situations, such consultation may be had by telephonic conference, with the entire Committee when available.

After the completion of a Player's Trial Acceptance Period, the Music Director shall consult in person with the new Player's Audition Advisory Committee. If the Music Director is not present

at that time and at the option of the Player involved, the consultation may occur either within one week after the return of the Music Director or by telephone. Thereafter, the Corporation may either accept the Player as a regular member of the Orchestra, extend the Trial Acceptance Period as set forth below or notify the Player that his employment will be terminated after the period set forth

If a new player is informed that his Trial Acceptance Period is being extended, or that his employment will be terminated, he will be guaranteed employment for the following periods:

1. Notice of Termination	Total months of employment from commencement of service
a. before the end of 5th month	12
b. after 5th month but prior to end of 12 months	24
c. within next 12 months	36
2. Notice of Extension	
a. to within first 12 months of employment	24
b. to beyond first 12 months but within next 12 months	36

A player on Trial Acceptance, or any extension thereof, may resign provided the Corporation is notified in writing at least six (6) months in advance.

This paragraph shall apply as well to former Players who are rehired. (Boston, pp. 65-66)

Splitting of the Orchestra

In any week of each season, including those weeks devoted exclusively to Children's Concerts, the Association may, at its option, divide the orchestra into separate performing groups, and schedule performances in different locations for each group, each group to perform with a Conductor. A service by a divided Orchestra, whether scheduled simultaneously or at different times, shall count only as one service for all purposes under this Agreement. A group of fewer than twenty (20) Musicians may perform individual works in a program, provided a conductor is required, and that at least twenty (20) Musicians are engaged for that program; in the event a conductor is not required, then the performance of such

work(s) will be considered chamber music and it will be non-mandatory; scale for such chamber music shall be \$100 per performance per player. If the Association schedules full weeks with divided orchestras at Blossom, with some Musicians performing and others on vacation, no more than two (2) such weeks in each year will be scheduled for each division. If two (2) such weeks are scheduled, then the vacation weeks for the division not performing shall be scheduled either consecutively (that is, the two (2) weeks together) or each adjacent to full orchestra vacation weeks. The Association will take into account, as possible, the preference of each Musician when assigning divided orchestra to Blossom weeks. (Cleveland, p. 6)

String Rotation

The parties have agreed upon and implemented a system of revolving strings which they hereby agree will continue for the duration of this Agreement.

In general, the system which was in operation during the 1978-79 season shall be continued with the following modifications:

(a) There shall be four "frozen" (non-revolving) players in the front of each string section except for the basses, where there shall be only two "frozen" players.

(b) The Music Director reserves the right to return to contract seating for certain specific periods in consultation with the Players Committee. The Music Director's decision to return to contract seating must be for purely artistic reasons, and not for the purpose of manipulation and this right shall not be abused.

(c) Players opting not to be involved in the system may not be required to do so, but they will then be required to take seats in the back of the section to allow other players to revolve forward. (Baltimore, pp. 37-38)

TOURS AND TRAVELING

Limits on Services While on Tour

During tour weeks, services shall not exceed eight (8) per week and rehearsals and concerts shall not exceed 2 1/2 hours in duration. Opera, oratorio or ballet performances on tour may last three (3) hours before overtime applies. (Milwaukee, p. 22)

Length of Tours

A tour shall not exceed 21 consecutive calendar days, including the day of departure from Chicago and the day of return to Chicago upon completion of the tour. (Chicago, p. 43)

Arrival/Departure

Arrival at the hotel shall be scheduled a minimum of two (2) hours before departure for an evening concert or one (1) hour before an afternoon concert or rehearsal. There shall be a minimum of ten (10) hours between hotel arrival following tour service and the next departure or service. The Corporation shall exert its best efforts to allow eleven (11) hours to transpire before the next service or departure. (Detroit, p. 18)

Travel in Inclement Weather

No musician is required to travel in any chartered vehicle when regular public transportation of the same type to the same destination ceases because of weather or disaster. (San Antonio, p. 18)

Time Limits on Travel

The maximum hours each day of travel shall be as follows:

Double-service days	3 hours consecutive travel
Double-service days	4 hours nonconsecutive travel
Single service days	6 hours
Nonservice days	8 hours

There shall be no more than three (3) consecutive maximum travel-time days per tour.

Travel shall not be scheduled to commence before 8:00 a.m. Travel shall be computed to include all time from points of departure to points of arrival, said points consisting of Portland, Oregon, concert hall or mutually agreeable site within ten (10) miles, and hotel/motel. Said transportation shall deposit the musicians at the place of performance not less than thirty (30) minutes prior to the scheduled commencement of the concerts, except in the case of an emergency, to be mutually agreed upon by the Association and the Union. Said travel time shall include a minimum of one (1) 10-minute comfort stop each two (2) hours. Meal stops required enroute shall not be counted against travel time maximums set forth in [the paragraphs above]. All meal stops shall be one hour in length. On an overnight, said transportation shall deposit the musicians at the hotel/motel not less than one and one-half (1-1/2) hours prior to departure time to the concert hall if a meal is to be taken there. A lunch meal shall commence not later than 1:00 p.m., and a dinner meal shall commence not later than 6:30 p.m.

In the event that travel time exceeds the maximum hours specified above, the musician shall be compensated at a rate equal to one-fifth of his contract service wage for each thirty (30) minute increment in excess of those maximums. This compensation

shall not be required, however, in the event that **maximum** travel times are exceeded due to acts of God, actions of legal authority, or a force majeure not within the power of the Association to avoid. (Oregon, pp. 18-19)

Quality of Transportation Arrangements

When necessary to travel by bus, regular first-class passenger equipment must be provided. On trips of more than seventy-five miles actual travel one way from Baltimore, three buses shall be provided unless less than 70 members of the Orchestra ride the bus, in which case two buses shall be provided, one of which shall be reserved for non-smokers. On all trips of less than seventy-five miles actual travel one way from Baltimore, two buses will be provide if needed and the Association may at its discretion provided a third bus. (Baltimore, p. 16)

Quality of Accomodations

When the orchestra is out of Houston overnight, rooms in first class hotels/motels shall be furnished by the Society to each musician, all musicians to be provided with single beds, not more than two beds to the room and with private bath. All musicians so desiring shall have private rooms. Musicians desiring single rooms or specific roommates shall be required to notify the Society in writing five (5) days after the announcement of the overnight stay. Those desiring private rooms shall be required to pay the difference between one-half (1/2) the twin-bedroom rate and the single room rate. This sum shall be paid by the musician to the Society within thirty (30) days after receipt of the notice of the amount due. Any musician who fails to so pay shall be subject to having any future sums deducted in advance from the allowance payable to the player. The Society shall have the right to assign roommates to those not selecting a roommate within such time. (Houston, p. 15)

Per Diem

Each musician shall receive in addition to the stipulated weekly salary a ... dollar per diem payment. Per diem payments shall be determined as follows:

Breakfast	\$4.00
Lunch	\$5.00
Dinner	\$11.50

... The per diem for meals shall be increased on a pro-rata basis by five (\$5.00) dollars per day when the Orchestra is in New York City, Philadelphia, Washington, D.C., Boston, or Chicago.

When the Association-provided transportation includes a cooked meal(s) as opposed to a snack, no per diem payment will be required for the meal(s) being served. (Rochester, p. 25)

INSURANCE AND RETIREMENT

Pensions

The Association agrees to contribute to a pension fund or funds, as follows annually, the contribution to be paid into such fund or funds in twelve equal monthly installments:

Throughout the first and second contract years an amount sufficient to fund the maximum pension benefit of \$10,000 a year to a musician retiring at the normal retirement date of age 60 after thirty years of credited service with the Association; and throughout the third contract year an amount sufficient to fund the maximum pension benefit of \$13,500 a year to such a musician; provided, however, that such payments in any contract year are conditioned upon approval by the Pension Committee and the Internal Revenue Service of a change in actuarial assumptions to a 7% yield on investments.

Any musician who retires during the first or second contract year shall, in the third contract year, be eligible for an increase in his or her pension benefit up to the level of the applicable pension benefit in effect during the third contract year. The said pension fund or funds shall be administered by a committee composed of three persons designated by the Association and administered in compliance with the Employee Retirement Insurance Security Act (ERISA). (National pp. 9-10)

Medical Insurance

Coverage for musicians and dependents fully paid by Management:

Hospital:	Fully paid up to 365 days No deductible \$500 emergency accident payment
Surgical:	100% of reasonable and customary No deductible
Other:	80% paid \$50 deductible per person Limit of three persons deductible
Out-of-pocket maximum:	\$550

Major medical lifetime limit:\$1,000,000

(Atlanta, p. 34)

Life Insurance

The Society will provide at its sole cost Group Accidental Death Insurance providing benefits having a face value of \$30,000 in the event of accidental death, and additional benefits having a face value of \$100,000 in the event of accidental death directly related to the musician's duties as a member of the Orchestra. The Society will also provide at its sole cost Group Dismemberment Insurance providing benefits up to \$30,000 in the event of the dismemberment of any member of the Orchestra. Any Orchestra member who would otherwise receive the reduced coverage may obtain the full coverage by paying the additional cost thereof, provided that the underwriting insurance company consents thereto. Any reductions in benefits or coverage which may begin at age 65 or later will be made in accordance with Federal guidelines. ...

During the term of this Agreement, the Society will provide at its sole cost Group Life Insurance providing benefits having a face value of \$40,000. Any Orchestra member who would otherwise receive the reduced coverage may obtain the full coverage by paying the additional cost thereof, provided that the underwriting insurance company consents thereto. Any reductions in benefits or coverage which may begin at age 65 or later will be made in accordance with Federal guidelines. (Pittsburgh, p. 57)

TIME OFF FROM WORK

Vacation

In each season covered by the Agreement, the musician shall receive a paid vacation of not less than 10 consecutive days which include December 24 and January 2.

In each season, the musician shall receive a second paid vacation of not less than 7 consecutive days including Easter and Good Friday, notice of which 7 days will be given by the end of the 4th week of the season.

The following conditions shall be attached to this 7 day paid vacation period:

(a) If the seven-day period is Monday through Saturday, a nine-service week may precede or follow this vacation period. ...

(b) If this seven-day period does not coincide with the normal Monday through Sunday week but is contained instead within two such weeks, the following conditions shall apply to those two weeks:

(1) The maximum number of services shall be nine
(9).

(2) The maximum number of days which contain services and/or travel shall be five (5).

In each season a third paid vacation shall be given at Thanksgiving to include Thanksgiving Day and the Friday, Saturday, and Sunday immediately following. (New Orleans, p. 4)

Scheduling Concerts Around Holidays

The following shall constitute holidays with pay on which there will be no Services: Thanksgiving Day, Christmas Eve after 5:00 p.m. and Christmas Day, July 4, and Labor Day. The Employers have the option to schedule events on these days upon an extra Service payment of three-sixteenths (3/16) of the Musician's weekly salary. One additional free day will be given in the week in which Easter Sunday falls, should a concert service be required on Easter Sunday. Jewish Musicians who request permission not to perform services scheduled on Rosh Hashana or Yom Kippur will be granted such permission. (Dallas, p. 7)

Sick Days

If a contracted musician is absent from a service or services required of him by agreement with the Association because of illness, pregnancy, or grave matter (such as illness in the family requiring the presence of the musician, or a death in the family), he shall be entitled to receive regular compensation for seven (7) missed services for musicians serving from one (1) to seven (7) seasons of actual performance with the orchestra, and one (1) additional compensated missed service for each season of actual performance with the Orchestra beyond seven (7) and up to twenty-one (21) years. Payment shall be for the actual service(s) missed at the musician's basic per-service wage. Sick leave shall not be accrued from season to season. (Oregon, p. 20)

Leave of Absence

Requests for a leave in excess of eight weeks for any year shall be submitted in writing to the General Manager of the Association or his designee no later than the 90 days prior to the start of the requested leave period. The Association shall notify the Joint Committee of the request within 14 days of its receipt.

In determining whether the leave shall be granted, the Association shall take into account the effect of the proposed leave upon the musical integrity of the section and the Orchestra as a whole, the ability of the Orchestra to engage a suitable substitute where required, the length of service of the member requesting the leave, the purpose for which the leave is requested, and the recommendations, if any, of the Musical Director and the Joint (Artistic) Committee. The Association shall notify the Member of

its decision no later than 60 days prior to the start of the requested leave period. In the event a Member who has been employed for a period in excess of seven years is denied a requested leave, the General Manager of the Association shall state in writing the reason for the denial. (Chicago, p. 15)

MECHANICS OF BARGAINING AND CONTRACT ADMINISTRATION

Union Membership

Any musician in the Milwaukee Symphony Orchestra who, on the effective date of this Agreement, is not a member of the American Federation of Musicians, must become a member of [the local] no later than the 31st day following the date of his first service with the Orchestra.

Any musician who is a member of the American Federation of Musicians, but not a member of [the local] must deposit a paid-up card from his home local not later than the 31st day following the date of his first service with the Orchestra and apply to transfer his membership to [the local]. Six (6) months following the date on his transfer he must become a full member of [the local].

Requests for the use of the non-members of the AFM shall be submitted in writing by Management to the Association at least thirty (30) days in advance of the date for the requested use. A copy of the request shall go to the Chairmen of the Players Council and the Artistic Liaison Committee. The Association will present the request to its board and, upon the board's action, will discuss the request with the chairmen of the two committees. It is understood that such requests will be presented only for bona fide educational reasons. A sample of a bona fide educational reason would be a case where the Orchestra appears at a high school, or on a college or university campus and participates in concerts, rehearsals, workshops, clinics and other instructional activities. Non-members may not perform with the Orchestra for public concerts other than education concerts for which there is no admission charge and which are performed only on the premises of the sponsoring institution. Non-members will be permitted to perform with Orchestra on the aforementioned occasions only after written permission has been granted by the local in whose jurisdiction the service will take place. Responsibility for securing such permission rests with Management. The provisions set forth in this [section] shall not apply to Young Artists Concerts. (Milwaukee, p.p. 2-3)

Recruitment and Placement of Members

It is the policy of the Society to attempt to engage the best performers available at the salaries which the Society can offer. Choosing the performing personnel is considered an important

function of the Music Director, and the Society has vested complete authority for final decision regarding the choice of personnel in the Music Director.

To assist in the recruitment process, notice of impending openings in the sections will be advertised nationally, unless there are very unusual circumstances. Auditions will be held, and all applicants will be given at least one audition. ... It is recognized, however, that circumstances in some instances may be such that the best interests of the Orchestra may not be served by requiring auditions of every prospective new solo player. In such instances the Music Director and Management will use their best judgment regarding the auditions.

It is the intent of the Music Director and Management to conduct confidential consultation with the Artistic Committee on artistic matters, including selection of solo personnel. In each case when a player is being considered for a solo position without being required to go through the regular audition process, every reasonable effort will be made to discuss the situation with the Artistic Committee and the appropriate audition committee, before the final selection is made.

At auditions the Music Director will continue to be assisted, as in the past, by members of the Orchestra. The auditioning group, however, will be expanded to include not more than five (5) additional players chosen by the Orchestra.

Every reasonable effort will be made to assure that all auditions are held in an acoustically proper locale. Subject to review by each appropriate audition committee, it shall be the general practice to hold preliminary auditions behind screens. ...

With respect to players to be engaged after a public audition, no decision will be made by the Music Director before the matter is discussed with the Auditions Committee. (New York, pp. 23-24)

Unexcused Absence

Unexcused absences may also result in disciplinary action, including dismissal. Discipline may be as follows (within one contract year):

- 1st offense - written warning
- 2nd offense - loss of pay for 1 service
- 3rd offense - loss of pay for 2 services
- 4th offense - loss of pay for 3 services
- 5th offense - subject to dismissal

(Kansas City, p. 5)

Personnel Manager Duties

The duties and functions of the Personnel Manager shall not be restricted to the following, but his stipulated duties are:

1. The Personnel Manager shall be the official representative of the Society at all services.

2. The Personnel Manager shall be responsible for time-keeping at all services and for all travel.

3. The Personnel Manager shall be responsible for contracting of extra and substitute musicians.

4. The Personnel Manager shall make a written report to the manager of the Society and to the local at the end of each week, listing all absences from services, all tardiness and reasons for such absence and tardiness. Any necessary disciplinary action shall be taken by the local in accordance with its laws.

5. The Personnel Manager shall be responsible for the monitoring of concert uniforms to see that they meet the requirements [set forth in the contract].

6. The Personnel Manager shall keep a continual written file of all interested applicants. The file will be open to inspection by an audition committee at any time.

7. The personnel Manager shall be responsible for record-keeping of the number of services performed by each musician. These records will be open to inspection by the Orchestra Committee at any time. (New Orleans, p. 22)

Access to Personal Information

Each Musician shall be permitted reasonable access to his individual personnel file (except as to confidential references) under procedures established by the Association. (Minnesota, p. 25)

Non Renewal of Contract

- A regular non-probationary member of the Core Orchestra who is being considered for non-renewal will receive a preliminary notice and at least one (1) meeting with the Music Director before December 1. The preliminary notice will set forth a written statement of the reason for concern and a description of the formal review procedures.

- In the event of non-renewal, a regular member of the Core Orchestra who has been engaged for more than one (1) season shall be notified of the Association's intention to release him on or before

January 1. On said date, the General Manager will submit to the Union and the members involved all such requests that have been made by the Conductor and/or Music Advisor and/or Association for changes in personnel, together with the Conductor's and/or Music Advisor's and/or Association's and the Personnel Manager's observations. In such event the effective date of the release shall be the end of the following season, provided, however, said member shall give notice by April 1 of his intentions concerning participation in the following season.

- A musician who received notice of non-renewal of his contract may appeal that action. Should the musician wish to appeal, he must file notice to that effect, in writing, to the Orchestra Manager, within one (1) week of receipt of the non-renewal notice.

- In the event of appeal of non-renewal, a Review Committee shall be established within one (1) week of the Orchestra Manager's receipt of the Musician's notice of appeal. Such a Review Committee, chosen separately by each case, shall consist of seven (7) persons, four (4) to be chosen by the Orchestra and three (3) to be chosen by the Association.

- All seven (7) members of the Review Committee may be chosen from within the Orchestra but the Orchestra and the Association shall each have the option of selecting one (1) of their choices from outside the Orchestra. Orchestra Musicians serving on a Review Committee shall all be principal players, or players with five (5) years experience, or both. A Review Committee member chosen from outside the Orchestra shall be a person with professional experience as an orchestra player or conductor.

- Any member of the Orchestra who has received notice of dismissal or non-renewal of contract during the current season shall be ineligible for membership on a Review Committee.

- The Review Committee shall meet within one (1) week of its appointment to choose a Chairman from among its members and to plan proceedings. Under the direction of its Chairman the Review Committee shall proceed as expeditiously as possible to conduct any necessary hearings and to obtain relevant facts. Proceedings shall be completed within thirty (30) days of the Committee's appointment. Five (5) or more votes for either dismissal or renewal shall close the case.

- If the vote is 4-3 for either dismissal or reinstatement there may (but need not be) a further appeal to a Board of Arbitration. This Board shall be composed of one (1) member chosen by the Orchestra, one (1) member chosen by the Association, and a third (3rd) member selected by the two. The decision of this Board shall be in the interest of maintaining the artistic level of the

Orchestra as well as in the interest of protecting the Musician from unjust dismissal and shall be binding upon both parties.

- There shall be no announcement by anyone in or connected with the Orchestra, the Association or the Union of the names of any Musician whose contract the Association desires not to renew. (Rochester, pp. 30-31)

Arbitration

Submission to Arbitration. Any dispute or disagreement between Employer and the Union regarding the interpretation, application, or adherence to the terms of this Agreement, which has not been resolved after joint meetings between the Union, Employer, and the Orchestra Members' Committee, shall be submitted by either Union or Employer for arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Expedited Arbitration. Within seven (7) days from the date of submission of the dispute for arbitration, either the Employer or Union may elect that such dispute be arbitrated under the American Arbitration Association Expedited Labor Arbitration Rules by giving written notification of such election to the American Arbitration Association and to the other party.

Authority of Arbitrator. The arbitrator shall have no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement. The decision of the arbitrator shall be final and binding upon all concerned. Costs of arbitration shall be paid equally by Employer and Union. (Minnesota, p. 25)

MISCELLANEOUS

Broadcast Tapes

The Employer shall have the right to tape any or all Subscription, Summer, education, chamber or full Orchestra concerts. The Employer may duplicate or sell these tapes throughout the United States, Canada and abroad on a one-time-per-area basis, provided any and all net proceeds derived from such sales shall be utilized by the Employer to offset its contribution to the pension fund. The master of these tapes shall be given to the Orchestra Committee for erasure or mutually agreed-upon retention once the Employer determines it has no future use for such tapes. (Dallas, p. 23)

Dress Code

The official winter dress for men in the Orchestra shall be: formal evening clothing for the evening concerts, consisting of black full dress suit, no belt, white shirt with long sleeves, white vest or commerbund, white bow tie and black shoes; regulation dress

for all morning and afternoon concerts and for any other concerts so designated shall be very dark solid blue or solid black business suits, black belt, white shirt with long sleeves, conservative tie, long black socks and black shoes.

The official winter dress for the women in the Orchestra shall be: full length black evening dress for both the evening and afternoon subscription and other major concerts, with three-quarters or full length sleeves, black shoes and no hair or dress ornaments or jewelry; regulation dress for all morning and afternoon concerts and for any concerts so designated shall be street length dress, very dark solid blue or solid black and black shoes.

The official summer dress for the men in the Orchestra shall be: white jacket, short-sleeved white shirt, black trousers (no stripe), black belt, black bow tie, and black shoes. The official summer dress for the women in the Orchestra shall be: white blouse with sleeves, full length black skirt, black shoes and no hair or dress ornaments or jewelry. (Pittsburgh, p. 64)

Bowings

Each section leader will institute the bowings for his or her section prior to the first rehearsal of a work in consultation with the Conductor and the Concertmaster. Whenever possible, music that is to be bowed shall be available for marking two weeks before the first rehearsal. There shall be no changes in bowings at the last rehearsal before a concert except when requested by the Conductor. (Baltimore, p. 9)

Tuning

The official tuning pitch of the Houston Symphony Orchestra will be A-442. The Society will provide six (6) tuning bars tuned to A-442 in Jones Hall. These bars will be placed one each in the dressing rooms, two each in the rehearsal hall and two each backstage, to be used as a reference by the musicians when warming up. The Orchestra will tune as a unit to the oboe at the beginning of each rehearsal or concert.

For performances outside of Jones Hall, the Society shall provide two (2) tuning bars tuned to A-442. (Houston, p. 19)

Instruments - Who Provides

The musician shall furnish and maintain in good working order any and all instruments and accessories required for the execution of his responsibilities as a member of the Orchestra, with the exception of keyboard instruments and percussion (excluding accessories) which shall be furnished and maintained by the Association. (Oregon, p. 18)

Lighting

The Association will take every reasonable step to endeavor to have proper lighting at all services with a minimum of 50 candle-power illumination at the desk. (Kansas City, p. 9)

Temperature

Musicians may not be required to rehearse or perform in any auditorium unless the Fahrenheit temperature on the stage is 67 degrees or higher. Musicians may not be required to rehearse or perform in any auditorium where air conditioning is available unless the Fahrenheit temperature is between 68 and 78 degrees.

The official temperature will be a thermometer at the first oboe position. (New Orleans, p. 8)

Rainouts

During the Summer Season, one rain date per week will be made available by the Orchestra. If a rain date is used, it does not count as a paid service and is not included in the service limits for the work week. The rain date also may be used if the originally-scheduled concert had begun but had to be called before completion under the following circumstances:

a. In an all-orchestral concert, less than half of the total music time was performed.

b. In a concert featuring a "pop" guest star or group, if less than half of the guest's total music time was performed. Every reasonable effort will be made by management to change program order to feature guests first if threatening weather conditions exist. (Atlanta, p. 19)

Official Clock

The Association shall provide and place in a readily observable location a clock with a face of at least eighteen (18) inches in diameter at every rehearsal held in the primary concert hall. The Association shall place such a clock backstage for each concert held in the primary concert hall. This clock shall show the official time for all such activities of the Orchestra. (Denver, pp. 29-30)

Music Stands

Heavy metal stands will purchased by the Rochester Philharmonic Orchestra Inc. and will be used at all services of the Orchestra when stand lights are used, when the Orchestra is on risers, or when the music folders are heavy (e.g, pops concerts). (Rochester, p. 38)

Parking Facilities

The Employer shall provide parking for each **contracted** musician in the Mercer Street Garage between the hours of **8 a.m. and 4:30 p.m.**, Monday through Friday during each season of **this Agreement.** (Seattle, p. 37)

APPENDIX CSAMPLE FINANCIAL STATEMENT FOR A SYMPHONY ORCHESTRA

The financial statement of the St. Louis Symphony illustrates how dollars flow within a symphony organization. In the context in this paper, St. Louis ranks in:

1. The 60th percentile in both weekly minimum scale (\$460) and guaranteed annual salary (\$23,920).
2. The 55th percentile according to AFM budget information (\$6.9 million).
3. The 33rd percentile on household income (\$26,136).
4. The 67th percentile on SMSA population (2.35 million).
5. The 33rd percentile on cultural activities point rating in the SMSA (4995).

St. Louis's financial statement is comparatively straightforward. It subscribes to the basic guidelines on financial accounting for charitable institutions prescribed by the American Institute of Certified Public Accountants (AICPA). The guidelines suggest:

1. Accrual -- as opposed to cash -- accounting procedures.

This means, among other things, that:

- a. Pledges, whether paid or not, are counted as income;
- b. Multi-year pledges are valued at only their current expected value (with appropriate discounting for uncollectables); and

c. Expenses incurred in a given period are counted during that period. As such, there is no "rolling over" or "disguising" of deficits.

2. Distinctions between various funds. There are clear divisions between activities which are separately funded and/or restricted to particular purposes.

3. Functional classification of expenses. The AICPA suggests three basic categories: program services, management and general expenses, and fund-raising costs. This classification scheme leaves open the question of how, for example, to best allocate expenses with respect to a newsletter. Such an item might have to be pro-rated three ways for it may be a:

- a. Program service promoting specific concerts;
- b. Management expense informing board members of board actions; and
- c. Fund raising cost requesting money as part of an annual drive.⁷⁹

Some other points worth noting:

1. Of the \$7.4 million of St. Louis's expenses, only about \$2.2 million were covered by concert revenue.

2. Of that \$7.4 million, some \$4.5 million were absorbed in symphony payroll and benefits alone, excluding guest artist fees.

3. Funds such as the endowment appear on both the asset and liability/equity sides of the balance sheet.

4. Restrictions of various kinds have been placed on different funds and grants.

5. The value of volunteer services is not factored into the statement.

6. Like many other orchestras, St. Louis backs loans to musicians for purchasing instruments.

Saint Louis Symphony Society

Balance Sheet

August 31, 1981, with Comparative Totals for 1980

Assets:

Cash
 Short-term investments, at cost, which approximates market
 Grants receivable
 Pledges receivable
 Accounts receivable
 Interest receivable
 Prepaid expenses and deposits
 Investments—
 Endowment Funds
 Board designated long-term
 Other
 Property—
 Land, building and equipment, at cost, less accumulated depreciation of \$1,137,804 and \$1,034,259 in 1981 and 1980, respectively
 Total assets

	Current Funds			Women's Association Fund	Land, Building and Equipment Fund	Endowment Fund	Totals	
	Operating	Board Designated	Total				1981	1980
Cash	\$ 44,905	\$ —	\$ 44,905	\$117,310	\$ 2,499	\$ 182,601	\$ 327,315	\$ 241,025
Short-term investments, at cost, which approximates market	362,000	256,904	618,904	142,678	—	796,638	1,558,220	2,461,582
Grants receivable	1,446,760	—	1,446,760	—	—	—	1,446,760	1,498,046
Pledges receivable	424,234	—	424,234	—	—	332,604	756,838	1,122,713
Accounts receivable	261,719	—	261,719	—	—	—	261,719	122,814
Interest receivable	219,010	—	219,010	—	—	—	219,010	207,194
Prepaid expenses and deposits	424,450	—	424,450	—	—	—	424,450	368,818
Investments—								
Endowment Funds	—	—	—	—	—	6,762,272	6,762,272	5,962,846
Board designated long-term	—	2,441,513	2,441,513	—	—	—	2,441,513	2,241,153
Other	—	130,482	130,482	48,849	—	—	177,331	274,943
Property—								
Land, building and equipment, at cost, less accumulated depreciation of \$1,137,804 and \$1,034,259 in 1981 and 1980, respectively	—	—	—	—	2,581,074	—	2,581,074	2,496,660
Total assets	\$3,183,078	\$2,828,899	\$6,011,977	\$306,837	\$2,583,573	\$8,054,115	\$16,936,502	\$17,015,792

Liabilities and Fund Balances:

Accounts payable and accrued expenses
 Deferred revenues—
 Pledges receivable in future periods
 Grants obtained—restricted for use in future periods
 Advance season ticket sales
 Other
 Total liabilities and deferred revenues
 Fund balances—
 Restricted
 Board designated
 Undesignated
 Total fund balances
 Total liabilities and fund balances

	Current Funds			Women's Association Fund	Land, Building and Equipment Fund	Endowment Fund	Totals	
	Operating	Board Designated	Total				1981	1980
Accounts payable and accrued expenses	\$ 84,312	\$ —	\$ 84,312	\$ —	\$ 4,879	\$ —	\$ 89,191	\$ 151,276
Deferred revenues—								
Pledges receivable in future periods	400,398	—	400,398	—	—	332,604	733,002	1,101,732
Grants obtained—restricted for use in future periods	1,446,760	—	1,446,760	—	—	—	1,446,760	1,779,380
Advance season ticket sales	843,722	—	843,722	—	—	—	843,722	738,889
Other	29,948	—	29,948	—	—	—	29,948	14,165
Total liabilities and deferred revenues	\$2,805,140	\$ —	\$2,805,140	\$ —	\$ 4,879	\$ 332,604	\$ 3,142,623	\$ 3,785,442
Fund balances—								
Restricted	\$ —	\$ —	\$ —	\$ —	\$ —	\$7,721,511	\$ 7,721,511	\$ 7,370,219
Board designated	—	2,828,899	2,828,899	100,000	—	—	2,928,899	2,484,138
Undesignated	377,938	—	377,938	206,837	2,558,894	—	3,143,469	3,395,895
Total fund balances	\$ 377,938	\$2,828,899	\$3,206,837	\$306,837	\$2,558,894	\$7,721,511	\$13,793,879	\$13,230,350
Total liabilities and fund balances	\$3,183,078	\$2,828,899	\$6,011,977	\$306,837	\$2,583,573	\$8,054,115	\$16,936,502	\$17,015,792

The accompanying notes to financial statements are an integral part of this balance sheet.

Saint Louis Symphony Society

Statement of Support, Revenue and Expenses

For the Year Ended August 31, 1981, with
Comparative Totals for 1980

	Current Funds			Women's Association Fund	Land, Building and Equipment Fund	Endowment Fund	Totals	
	Operating	Board Designated	Total				1981	1980
Operations:								
Revenue—								
Concerts	\$ 2,197,554	\$ —	\$ 2,197,554	\$ —	\$ —	\$ —	\$ 2,197,554	\$ 1,834,845
Performance related grants	887,686	—	887,686	—	—	—	887,686	926,156
Investment income, net of gains and losses on sales of securities	934,267	14,130	948,397	30,165	—	27,842	1,006,404	914,933
Other	333,840	—	333,840	—	550	—	334,390	155,223
Total revenue	\$ 4,353,347	\$ 14,130	\$ 4,367,477	\$ 30,165	\$ 550	\$ 27,842	\$ 4,426,034	\$ 3,831,157
Expenses—								
Program services	\$ 6,614,574	\$ —	\$ 6,614,574	\$ —	\$ 93,812	\$ —	\$ 6,708,386	\$ 5,573,718
Management and general	287,302	—	287,302	22,980	7,766	—	318,048	284,108
Total expenses	\$ 6,901,876	\$ —	\$ 6,901,876	\$ 22,980	\$ 101,578	\$ —	\$ 7,026,434	\$ 5,857,826
Excess (deficiency) from operations	\$(2,548,529)	\$ 14,130	\$(2,534,399)	\$ 7,185	\$(101,028)	\$ 27,842	\$(2,600,400)	\$(2,026,669)
Public Support:								
Contributions and bequests	\$ 846,960	\$350,633	\$ 1,197,593	\$ —	\$ 55,000	\$323,450	\$ 1,576,043	\$ 2,551,243
Grants from nonrelated organizations	561,563	—	561,563	—	—	—	561,563	411,000
Project revenue	—	—	—	389,523	—	—	389,523	545,543
The Greater St. Louis Arts and Education Council	1,040,000	—	1,040,000	—	—	—	1,040,000	763,825
Fund raising expense	(204,389)	—	(204,389)	(196,844)	(1,967)	—	(403,200)	(372,960)
Excess from public support	\$ 2,244,134	\$350,633	\$ 2,594,767	\$ 192,679	\$ 53,033	\$323,450	\$ 3,163,929	\$ 3,898,651
Excess (deficiency) of operations and public support revenues over expenses	\$ (304,395)	\$364,763	\$ 60,368	\$ 199,864	\$ (47,995)	\$351,292	\$ 563,529	\$ 1,871,982

The accompanying notes to financial statements are
an integral part of this statement.

Saint Louis Symphony Society

Statement of Changes in Fund Balances

For the Year Ended August 31, 1981, with Comparative Totals for 1980

	Current Funds			Women's Association Fund	Land, Building and Equipment Fund	Endowment Fund	Totals	
	Operating	Board Designated	Total				1981	1980
Fund Balances — Beginning of Year	\$625,512	\$2,464,136	\$3,089,648	\$259,280	\$2,511,203	\$7,370,219	\$13,230,350	\$11,358,368
Excess (deficiency) of Operations and Public Support Revenue Over Expenses	(304,395)	364,763	60,368	199,864	(47,995)	351,292	563,529	1,871,982
Transfers Between Funds — increase (decrease):								
Women's Association Fund raising activities	152,307	—	152,307	(152,307)	—	—	—	—
Property acquisitions from Current Operating Fund	(95,486)	—	(95,486)	—	95,486	—	—	—
Fund Balances — End of Year	<u>\$377,938</u>	<u>\$2,828,899</u>	<u>\$3,206,837</u>	<u>\$306,837</u>	<u>\$2,558,694</u>	<u>\$7,721,511</u>	<u>\$13,793,879</u>	<u>\$13,230,350</u>

Statement of Functional Expenses

For the Year Ended August 31, 1981, with Comparative Totals for 1980

	Program Services	Management and General	Fund Raising	Totals (Memorandum Only)	
				1981	1980
Salaries	\$3,845,917	\$173,239	\$107,502	\$4,126,658	\$3,336,855
Payroll taxes	244,112	12,218	3,354	259,684	189,963
Employee benefits	446,724	26,977	23,443	497,144	432,456
Total salaries and related expenses	<u>\$4,536,753</u>	<u>\$212,434</u>	<u>\$134,299</u>	<u>\$4,883,486</u>	<u>\$3,959,274</u>
Program and ticket costs	17,723	—	—	17,723	48,778
Guest artists	619,702	—	—	619,702	514,596
Other concert costs	367,420	4,288	38	371,746	260,873
Advertising and publicity	512,816	—	—	512,816	393,082
Postage, supplies and messenger expenses	39,442	40,860	—	80,302	66,424
Telephone	51,372	4,253	1,077	56,702	58,991
Utilities	66,532	5,507	1,396	73,435	74,883
Travel	219,985	—	—	219,985	287,057
Professional fees	55,967	10,823	3,530	70,320	73,454
Maintenance and repairs	70,604	1,723	436	72,763	64,372
Women's Association expenses	—	22,980	196,844	219,824	252,095
Miscellaneous	56,258	7,414	63,613	127,285	86,903
Total before depreciation	<u>\$6,614,574</u>	<u>\$310,282</u>	<u>\$401,233</u>	<u>\$7,326,089</u>	<u>\$6,140,782</u>
Depreciation	93,812	7,766	1,967	103,545	90,004
Total expenses	<u>\$6,708,386</u>	<u>\$318,048</u>	<u>\$403,200</u>	<u>\$7,429,634</u>	<u>\$6,230,786</u>

The accompanying notes to financial statements are an integral part of this statement.

Saint Louis Symphony Society

Notes to Financial Statements

(1) Summary of Significant Accounting Policies:

Basis of Reporting —

The financial information for 1980 in the accompanying financial statements is included to provide a basis for comparison with 1981 and presents summarized totals only.

Basis of Accounting —

Contributions, bequests and grants are recorded when obtained. Revenue applicable to future periods or restricted by the donor for use in future periods is deferred.

Expenditures are recorded on the accrual basis of accounting.

Investments —

Investments are recorded at cost, or, if contributed, at market value on the date of receipt.

Property and Depreciation —

Property is recorded at cost. Depreciation is provided on the straight-line method over the estimated useful lives of the assets, which range from five to fifty years.

Donated Services —

A number of volunteers contribute services to the Symphony in many functions. No amounts have been reflected in the financial statements for donated services inasmuch as no objective basis is available to measure the value of such services.

(2) Fund Descriptions:

Board Designated Current Fund —

The Board Designated Current Fund includes contributions, bequests and grants not donor restricted which have been designated by the Board for long term investment.

Women's Association Fund —

The Women's Association of the Saint Louis Symphony Society was merged with the Saint Louis Symphony Society in 1971. The purpose of the Women's Association is to aid the Symphony in its activities and to raise money for the endowment of a principal chair of the Orchestra. All support paid by the Women's Association to the Symphony is included as a transfer of fund balance. All assets of this fund are controlled by the Women's Association. In fiscal 1979, the Women's Association Senior Division pledged an endowment of \$300,000 to be transferred to the Symphony in the next 10 to 15 years. During the year, the Women's Association designated \$100,000 of their fund balance to be paid to the Symphony as a result of this pledge. In addition to the endowment, the Women's Association Senior Division has pledged \$45,000 annually for operating purposes.

Land, Building and Equipment Fund —

The Land, Building and Equipment Fund includes the following major categories of property:

	August 31, 1981	August 31, 1980
Land	\$ 171,500	\$ 171,500
Building and Improvements	2,428,527	2,333,522
Machinery and equipment	610,835	538,428
Furniture and fixtures	406,042	403,495
Portable pavilion	83,974	83,974
	\$3,698,878	\$3,530,919
Less — Accumulated depreciation	1,137,804	1,034,259
	\$2,561,074	\$2,496,660

Endowment Fund —

The Endowment Fund includes gifts and bequests which have been restricted by the donors to be permanently invested for the purpose of producing support for the Symphony.

(3) Investments:

Market values and unrealized appreciation (depreciation) at August 31, 1981, and 1980, are summarized as follows:

	August 31, 1981		August 31, 1980	
	Quoted Market Value	Unrealized Appreciation (Depreciation)	Quoted Market Value	Unrealized Appreciation (Depreciation)
Board Designated Current Fund:				
Stocks	\$ 786,670	\$ 66,094	\$ 926,189	\$ 77,684
Bonds	1,487,732	(363,687)	1,437,761	(166,870)
	\$2,274,402	\$(297,593)	\$2,363,950	\$(89,186)
Women's Association Fund:				
Bonds	\$ 43,878	\$(2,971)	\$ 62,878	\$(84)
Endowment Fund:				
Stocks	\$2,037,382	\$ 385,580	\$2,035,293	\$ 369,714
Bonds	4,105,189	(1,005,281)	3,848,124	(449,143)
	\$6,142,571	\$(619,701)	\$5,883,417	\$(79,429)
	\$8,460,651	\$(920,265)	\$8,310,243	\$(168,699)

(4) Retirement Plan:

The Symphony has a trustee and noncontributory defined benefit pension plan which covers substantially all full time regular em-

ployees. The Symphony's policy is to fund pension cost accrued. The initial pension expense for the fiscal years ending August 31, 1981, and 1980, was \$142,786 and \$148,406, respectively, which includes amortization of prior service costs over 30 years.

A comparison of accumulated plan benefits and plan net assets is presented below:

	September 1	
	1980	1978
Actuarial present value of accumulated benefits:		
Vested	\$1,351,435	\$1,109,212
Nonvested	76,248	127,029
	\$1,427,683	\$1,235,241

Net assets available for benefits

	\$ 760,946	\$ 436,071
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The rate of return used in determining the actuarial present value of accumulated plan benefits was 6% per year, compounded annually. The benefit information shown was determined on September 1, 1980, and 1978, respectively, the dates of the latest actuarial valuations.

(5) Grants Receivable:

In addition to pledges and contributions from the public, the Symphony is the beneficiary of several grants from non-related organizations. A summary of grants outstanding at August 31, 1981, and 1980, is as follows:

	Grant Outstanding at August 31, 1981	Grant Outstanding at August 31, 1980
Donor		

CURRENT OPERATING FUND:

Missouri State Council of the Arts
 \$181,000 of the Grant is restricted for use on a project entitled "Missouri Touring." The balance of \$320,760 is restricted for operating expenses. In 1980, the entire outstanding grant was restricted for use on a project entitled "Missouri Touring, Metro St. Louis Concerts."

	\$ 501,760	\$ 569,390
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The Greater St. Louis Arts and Education Fund

	\$75,000	\$66,666
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Grant is a tentative allocation from the donor's annual fund drive. Grant is restricted for operating expenses.

National Endowment for the Arts

	\$270,000	\$260,000
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Grant is restricted for use on:

- 1) the Environments Program,
- 2) a chamber music series,
- 3) engagement of public relations and marketing staff,
- 4) collaboration with Opera Theatre

	\$1,446,760	\$1,496,046
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(6) Contingent Liabilities:

During 1980, the Symphony guaranteed bank notes that were issued to musicians for instrument purchases. The amount of the notes still outstanding at yearend is \$50,500.

(7) Subsequent Events:

Subsequent to yearend, the Symphony withdrew from participation in funding provided by the Arts and Education Council of Greater St. Louis (Council), effective with the Council's 1982 campaign. The Symphony received grants of \$1,040,000 and \$763,825 from the Council in the fiscal years ending August 31, 1981, and 1980, respectively. This withdrawal will allow the Symphony to solicit contributions from organizations which the Symphony was previously restricted from soliciting due to Council guidelines. In management's opinion, the Symphony's ability to solicit contributions from these additional sources will offset any revenue lost as a result of this withdrawal.

During the year, the Symphony received \$225,000 from the Council relating to the Council's 1982 fund drive. At the request of the Symphony this amount was designated by the Council to be used for fiscal year 1981 operations of the Symphony. In prior years, amounts received relating to the subsequent year council fund drive were recorded as deferred revenue since no such designation was made. This change in designation results in a reduction of \$25,000 in the amount of council allocation revenue to be recognized in fiscal year 1982. Accordingly, the Symphony will recognize \$675,000 relating to the Council's 1982 campaign in the fiscal year ending August 31, 1982.

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