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LAWRENCE WALKER Story on Page 18



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International Musician



May

1951

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OFFICIAL JOURNAL OF THE
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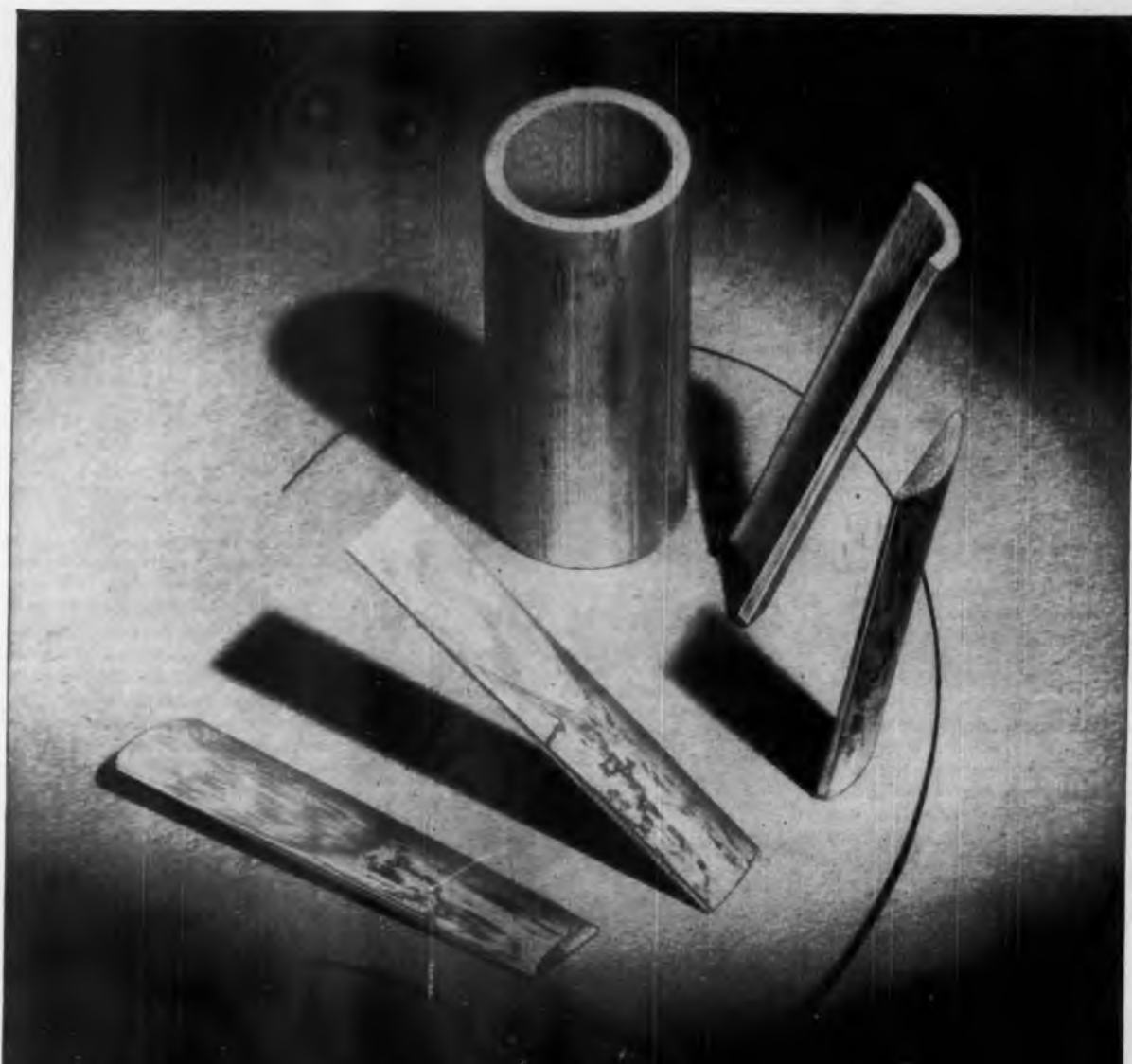
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The following correspondence is for the information of members:

THE JAPAN MUSICIANS UNION

c/o The Nihon Theatre
No. 1, Yurakucho 2-chome,
Chiyodaku, Tokyo

April 13, 1951

Mr. James C. Petrillo
President, A. F. of M.
570 Lexington Avenue
New York 22, N. Y.

Dear Sir:

I deem it my utmost pleasure and honor that I, representing a vast majority of the professional jazz musicians of our country, for the first time send you an official letter of our union to express the sincere feeling of respect and friendliness which all of our member musicians have long cherished for you and the Federation you preside.

As you are aware, ardent admirers of American music, elder members of our union, with one accord and to a man, have continued through the past thirty years to devote themselves to appreciation of the beauty of your music, though they had had to have hard work to organize a self-governing union of their own in December, 1946. The union that since then has gone through vicissitudes mostly because of shortage of information and experience in managing business held last December a grand concert entitled "Swing Festival" at the Nihon Gekijo, Tokyo, largest theatre in Japan, to commemorate the fourth anniversary of its formation. 23 (twenty-three) leading member bands of our union that has a membership of above 1,500 the land over appeared on the stage for a week to charm Tokyoites.

The occasion helped promptly develop a tendency favorable for solidification of our union which decided to open shortly a general meeting in Tokyo to vote on a new draft agreement modelled on the Constitution and By-Laws of your Federation.

In this connection, I should like to give my most heartfelt desire of looking to your Federation as a big senior for particular aid and guidance in running our union, as well as for permission, if possible, to send some of our members over to your country so they can have a chance of meeting and talking with you and other leaders of your Federation on various affairs including royalty and the problem of how to meet the shortage of instruments and their accessories they are being worried over so seriously. Counting upon your kind answer and good offices, I remain,

Most sincerely yours,

JOHNNY H. GOTOH,
Chairman, Governing Committee,
The Japan Musicians Union.

PRESIDENT'S OFFICE
American Federation of Musicians

April 20, 1951

Mr. Johnney H. Gotoh, Chairman
The Japan Musicians Union
No. 1, Yurakucho 2-chome
Chiyodaku, Tokyo, Japan

Dear Sir:

I read with a great deal of interest and pleasure your letter of April 13, 1951. It is gratifying to know that there are so many Japanese followers of American music. The success of the "Swing Festival" held in Tokyo's largest theatre certainly indicates that there are many Japanese adherents to American music.

Rest assured that the American Federation of Musicians will be pleased to render your union activities all the assistance that we have at our command. If there is anything we could do towards helping your organization getting started please do not hesitate to ask for it.

Please extend to your members the fraternal greetings of the American Federation of Musicians as well as our deep and sincere wishes to you for a successful organization.

Very truly yours,

JAMES C. PETRILLO, President.

Significance of Akron Case

By **HENRY KAISER**

ON JANUARY 26, 1951, in a case formally known as American Federation of Musicians, Local No. 24, of Akron, Ohio, and Gamble Enterprises, Inc., the National Labor Relations Board rendered a decision of vital importance to all Federation members, and, indeed, to all organized labor. By a 2-1 vote, the Board decided that it was not an unfair labor practice under the Taft-Hartley Act for a Federation local to seek actual employment of its members in situations where the employer does not want, does not need, and is not willing to accept such services.

The case arose in Akron, Ohio, where Local No. 24, its business manager, Logan O. Teagle, and its counsel, Herschel Kriger, carried on a spirited and effective fight for the establishment of a principle fundamental to the right of musicians and others to seek employment. After the enactment of Taft-Hartley, Local No. 24 sought an agreement with the management of the Palace Theatre in Akron guaranteeing the employment and actual use of a local orchestra. But the management refused to give any such guarantee, maintaining that it did not want or need such a local band. Because of this unsatisfactory state of affairs, the local refused to consent to the appearance of any traveling band at the theater. This prompted the filing of charges with the Board, claiming that the local was violating Section 8 (b) (6) of the Act—the so-called "anti-featherbedding" provisions.

A hearing on the charges was conducted by Trial Examiner William E. Spencer, who issued his report and recommendation on May 24, 1950. Mr. Spencer found as a fact, despite the absence of any supporting evidence in the record, that Local 24 was actually seeking a "stand-by" arrangement. But he did not limit his reasoning to that erroneous finding of fact. Relying on a statement that Senator Taft had made in the course of a heated debate, Mr. Spencer held that

(Continued on page seven)

Report on Resolutions

The following is a report of Executive Officer Murdoch on Resolutions 1, 6 and 40 introduced at the last Convention, which were referred to him.

RESOLUTION No. 1

"WHEREAS, The United States immigration laws contain contract labor regulations forbidding aliens from entering the United States to accept, in the case of musicians, miscellaneous or steady engagements, and

WHEREAS, The Canadian immigration regulations do not contain such contract labor regulations and therefore provide no protection whatsoever to musicians from aliens entering Canada to accept miscellaneous or steady engagements, and

WHEREAS, The employment situation with regard to Canadian musicians is becoming very bad due to the infiltration of musicians from the United States, especially at border points where some locals are finding this situation extremely difficult to cope with, therefore,

BE IT RESOLVED, That the President of the A. F. of M. appoint a committee to look into this matter with a view to providing some Federation by-laws which will give some protection to the Canadian members of the A. F. of M. due to the lack of such protection on the part of the Canadian government, and

BE IT FURTHER RESOLVED, That this Convention, on behalf of the Canadian representatives, go on record appealing to the Government of the Dominion of Canada to reinstate contract labor regulations with respect to persons entering Canada, and

BE IT FURTHER RESOLVED, That the President of the A. F. of M. instruct the Canadian representative on the Executive Board of the A. F. of M. to carry out an active campaign to have contract labor regulations reinstated in Canada."

Prior to the second Great War there was a Canadian Government Order in Council known as P. C. 1413 which prohibited labor under contract to enter Canada. It did not specifically

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even a demand for actual work is unlawful if the employer "does not want, does not need, and is not even willing to accept the proffered services." Needless to say, this reasoning, if affirmed by the Board, would have outlawed the Federation's "minimum-number" practice as well as most—if not all—of its efforts to enhance the employment opportunities of professional musicians.

Accordingly, although Spencer ultimately dismissed the case against the local on technical grounds, the Akron local appealed to the Board for a reversal of Spencer's basic reasoning. And recognizing that the Board's decision would directly and profoundly affect the entire Federation, President Petrillo requested the Federation's counsel to join with counsel for the local in presenting brief and argument to the National Labor Relations Board.

Issue Before the NLRB

A preliminary attack was made upon Spencer's conclusion that the Akron local was not genuinely seeking actual work. The Board found no difficulty in correcting that error. In the words of the Board: "Although, before enactment of the Taft-Hartley Act, the Respondent (the local) may have promoted a policy whereunder a local orchestra was paid whenever a traveling band appeared on the stage of the Palace Theatre whether or not the local musicians gave any actual performance, the record shows no affirmation of such policy after passage of the Taft-Hartley Act. On the contrary, the instant record shows that in seeking employment of a local orchestra, the Respondent insisted that such orchestra be permitted to play at times which would not conflict with the traveling bands' renditions. Thus, the record

herein does not justify a finding that, during the period embraced by the charges herein, the Respondent was pursuing its old policy and was attempting to cause the charging party (the management) to make payments to local musicians for services which were not to be performed."

Crucial Argument

The crux of the local's argument before the Board, however, was addressed to Spencer's reasoning that condemned even a bona fide demand for actual work which the employer said he did not desire or did not need. The substance of that argument may be summarized as follows:

Section 8(b)(6) prohibits payments for services "not performed or not to be performed." Mr. Denham (former General Counsel of the Board) and Mr. Spencer substituted payment for services "which the employer does not want, does not need and is not even willing to accept." That substitution is not legal reasoning; it is more properly described as linguistic alchemy. To read "black" for "white" as Messrs. Denham and Spencer have here done in converting the phrase "not performed or not to be performed" into the "employer does not want, does not need and is not willing to accept"—is to make a mockery of the legislative process and the English language.

The legislative history of Taft-Hartley completely supports the simple language of Section 8(b)(6) and completely repudiates Spencer's conclusion. Even the original House bill, which the Senate found too drastic to accept, left it to the Board and the courts to decide the number of men "reasonably required" to perform a given function. Only Denham and Spencer have ever

suggested a rule of law which vested in an employer the extraordinary power of legalizing or illegalizing union conduct by what he says he wants or needs or is willing to accept.

Spencer's reasoning is premised solely on an isolated, impromptu remark made by Senator Taft in the heat of a floor argument with Senator Pepper during which he said that 8(b)(6) referred to services which the employer "does not want, does not need and is not even willing to accept." But that hasty remark not only confounds the statutory language but it is diametrically opposite from what the same Senator Taft said in his formal report to the Senate when he observed "we did accept one provision which makes it an unfair labor practice for a union to accept money for people who do not work."

If Spencer's interpretation is upheld, it would undermine the very foundations of trade unionism, which has no more primary function than to seek and obtain job opportunities for its members. It would strike a fatal blow at such historic trade union practices as strikes to reduce hours, to obtain overtime rates, in opposition to speed-ups, to resist mechanical displacements, to obtain vacations and rest periods, and many others, all of which may be motivated in whole or in part by a desire to obtain more jobs than the employer is willing to give.

The Board accepted this argument completely. It explicitly rejected the view initially taken by Mr. Denham and sustained by Trial Examiner Spencer that the employer's whims, wants or desires can determine the legality of the union's demands. "In our opinion," said the Board, "Section 8(b)(6) was not intended to reach cases where a labor organization seeks actual employment for its members, even in situations



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where the employer does not want, does not need and is not willing to accept such services."

Decision Is a Landmark

The importance of this decision to the Federation and to the labor movement in general cannot be overemphasized. It is the first official pronouncement since the adoption of Taft-Hartley, that unions may lawfully engage in their historic efforts to expand job opportunities for their members in the face of the historic opposition of employers. So long as the union confines itself to bona fide requests for actual employment, it cannot transgress Section 8(b)(6).

The public reaction to this decision as expressed by newspaper editorials was, of course, unfavorable. The ruling was unfairly misrepresented and assailed as an approval by the Board of flagrant featherbedding practices. Readily overlooked was the crucial nature of the true issue involved—the right of workers, through their unions, to seek and obtain jobs which the employer, motivated solely by considerations of profit, does not want to grant. Put otherwise, the true issue was whether employers shall have the total power themselves to decide the eco-

nomie life and death of workers. The Akron local was not, as newspapers have stated, seeking "stand-by" gravy. It was looking for jobs for its members, jobs at which the members were ready, willing and able to work. The management of the Palace Theatre refused to give those jobs, as was its right, because it thought it uneconomical or detrimental to its business profits. There was nothing novel or unique about that situation. It was as old as trade unionism itself and will continue so long as we enjoy our free enterprise system. And a fundamental of that system, which the Board has upheld, is the right of free people by lawful, non-violent means, to seek and obtain jobs in the face of employer resistance to granting them. Unless the Board's decision is appealed to the courts and there rejected, it will stand as an affirmation of a right basic to the existence of unionism. And for this, Local 24 richly deserves the gratitude and commendation of all labor.

A final word—one of caution. The ruling in this case has no application to the radio industry. That industry is subject to the far different and far more drastic language of the Lea Act.

Labor Board Declines Jurisdiction Over Hotels

BY HENRY KAISER

THE NATIONAL Labor Relations Board recently reaffirmed by a 3-2 vote its policy, dating back sixteen years, of declining to take jurisdiction over the hotel industry. (Hotel Association of St. Louis and International Union of Operating Engineers, decided January 19, 1951.) This decision means that the Taft-Hartley Act, with all its onerous provisions, will not be applied to musicians and other employees dealing with or working in hotels.

The decision, involving the Hotel Association of St. Louis, is a sweeping one and apparently has no exceptions as respects hotels. Although the record showed an appreciable interstate flow of guests, supplies and equipment to the member hotels, the Board majority believed that the purposes of the Act would be better effectuated and major cases would be more promptly handled if such an essentially local business were freed from the impact of the statute.

In support of its conclusion, the Board majority cited consistent Congressional approval of its long-standing policy. As stated by one of the Senators, "A hotel performs its service within four walls. It ships nothing into commerce. It produces no goods for commerce. In my opinion the Act was never intended to cover the hotel industry."

It is interesting to note that jurisdiction was declined in this case despite the fact that four of the member hotels were constituent parts of interstate hotel chains. This is to be contrasted with the situation regarding theatres. In the Balaban and Katz case, the Board assumed jurisdiction over a theater that was operated as an integral part of a multi-state business. And in the recent decision involving the Palace Theatre in Akron, Ohio, the Board assumed

jurisdiction where the connections with the interstate chain were far less substantial.

Meaning for A. F. of M. Members

The following generalities as regards the effect of the Taft-Hartley Act on Federation members can now be drawn: The Act will not be applicable to those members employed by or dealing with essentially local industries such as hotels, restaurants, night clubs, cabarets and theaters (that have no interstate connections). But the Act is probably applicable to those employed by or dealing with theaters that are parts of interstate chains or those employed by or dealing with other enterprises which are substantially related to interstate commerce.

But the above generalities, though they may properly serve as a practical operating guide for the present, are subject to several possible qualifications. Only in the case of theaters and hotels has the Board definitely enunciated its policy; as to restaurants, night clubs and cabarets the Board has not made any pronouncements, though the chances are that they are outside the scope of the Act by virtue of their essentially local character. Moreover, the Board's decision declining jurisdiction over hotels was by a narrow 3-2 margin, suggesting the possibility that the Board might some day reverse itself when its personnel changes. And then there is always the chance that courts will change the Board's reading of the statute in the course of appeals from Board decisions or in the course of suits growing out of boycotts and contract breaches. The distinction now drawn between hotels and theaters, for example, is tenuous in many respects and might not commend itself to some of the courts. But we may reasonably hope that the courts will follow those of the Board's precedents that are favorable.

Report on Resolutions

(Continued from page six)

mention musicians but Canadian immigration authorities gave the following interpretation: that no foreign musicians could enter Canada under contract unless the same number of Canadian musicians were employed on the same engagement and for the same hours. The Department of Immigration did not specify Union Canadian musicians, however, because of the splendid organization in the United States by the American Federation of Musicians, we do not know of any occasion when non-Union musicians attempted to cross the border under contract labor.

The following exceptions were made: Symphony orchestras, concert groups, string quartets and instrumental soloists of international reputation.

During the war, because of the need for skilled mechanics in the machine, tool, steel and building fields, this Order in Council was rescinded. This has resulted in a great flow of traveling cocktail, tavern groups entering Canada which is a natural expansion in employment for the American Federation of Musicians in the United States and Canada. The fly in the ointment has been that similar Canadian groups are not permitted to cross the border for even a miscellaneous engagement. Many Canadian musicians have been offered engagements on the American side of the border and have been denied entry. This unusual situation originated in the regime of the late President Harding when New York and other American points of entry were inundated with traveling opera companies, concert bands, etc., from Europe, who entered the United States without restriction on some sort of pre-arranged musical engagement. Most of these engagements quickly folded and members of the Federation found themselves in competition with experienced instrumentalists who could not have any conception of the standards and working conditions of members of the Federation. Our late President, Mr. Joe N. Weber, made representation to President Harding with the result that the present United States contract labor law was placed on the statute books. Of necessity it generally referred to foreign musicians which included Canadian musicians. Over the years, representations have been made to the Government of Canada to have a reciprocal arrangement made, but at the time of writing nothing concrete has been accomplished.

At the International Executive Board meeting in Chicago on December 9, 1950, President Petrillo instructed me to advise Locals in Canada that he fully appreciated the disadvantages facing Canadian musicians and that he was prepared to go to Washington to endeavor to have the conflicting situation composed. President Petrillo has honestly acquired a reputation for tenaciously fighting for the individual rights of members of the Federation not only in the United States, but in Canada.

He will make representation to the United States Government for a reciprocal arrangement if the Canadian members approve and support such action. President Petrillo has suggested meeting with a representative committee at the June Convention to discuss the merits of such a proposal.

(Continued on page twelve)

INTERNATIONAL MUSICIAN

Delegates' Report of A. F. L. Convention

By C. L. BAGLEY

Vice-President, American Federation of Musicians

The sixty-ninth convention of the American Federation of Labor was held in the City Auditorium, Houston, Texas, September 18th to 23rd (inclusive), 1950. The convention was made up of the following elements:

Number of Unions	Name	Number of Delegates	Number of Votes
94	National & International Unions	366	66,872
4	Departments	4	4
38	State Branches	38	38
122	Central Labor Unions	122	122
43	Local Trade & Fed. Labor Unions	39	361
2	Fraternal Organizations	3	3
303		572	67,400

The fraternal delegates from the British Trades Union Congress were Sir William Lawther and Florence Hancock; from the Canadian Trades and Labor Congress, Roger Prevost. Each of them made an interesting address during the convention.

Our delegates were given committee assignments as follows:

Committee	Delegate
Rules and Order of Business	Frank B. Field
Laws	Joseph N. Weber
Organization	Albert A. Greenbaum
Adjustment	Charles L. Bagley
Local and Federated Bodies	Peter J. Kleinkauf
Education	James C. Petrillo
Legislation	Edward P. Ringius

The Executive Council submitted a comprehensive report in a brochure of approximately 232 pages. About 127 resolutions, together with many matters in the report of the Executive Council, were disposed of by the various committees and the convention. There is not space to enumerate them.

GOMPERS CENTENARY

It will be remembered that the most recent convention of the American Federation of Musicians was held last June in the Coliseum at Houston—a very large place of which we used only a portion. The convention of the American Federation of Labor assembled in the City Auditorium—about two blocks from the Rice Hotel and on the same street. The Auditorium is more compact than the Coliseum and is equipped with a theater-like stage, on which were located the officers and from which announcements and speakers were heard. A drop curtain lowered a few feet back of the official setting supported a magnified photograph of Samuel Gompers. The picture was approximately 20 feet high and 15 feet wide—an excellent likeness too—that was my opinion, as I personally knew Gompers. From any point in the hall the picture could be seen—it remained throughout all the sessions.

Several interesting booklets concerning the life, doings and sayings of Gompers were made available to the delegates. Many of his epigrams are classics—always to be remembered and quoted as good reading. *All this in celebration of his centenary.*

Samuel Gompers was born in England January 27, 1850, and emigrated to the United States during boyhood. Our country never had a more loyal and devoted citizen. He was president of the American Federation of Labor about forty years. Much was said concerning him during the convention week, the principal eulogy coming from the Centenary Committee through Vice-President Matthew Woll. At the close of his speech the convention heard a recording of a Gompers oration made during the first World War. Then followed a contribution by William Holden of the Screen Actors Guild extolling the work of Gompers and closing with the lines from Hamlet: "He was a man, take him for all in all, I shall not look upon his like again."

A PORTRAIT

On September 21, Delegate Ziegler of the Brotherhood of Railway Clerks, speaking for George M. Harrison, president of that organization and his associates, presented the convention with an oil portrait of President William Green by John Egerl, a noted artist of Washington, D. C. It was an excellent likeness and brought forth great applause. President Green appropriately expressed his thanks.

ADDRESSES

It is impractical to devote much space to speeches made to the convention, as they are too numerous. I will note a few instances:

On the opening day when welcomes were being extended by the Mayor of Houston, other civic officers and labor officials, our own Brother William J. Harris (of Local No. 147) president of the Texas State Federation of Labor, made a speech in which he released a narrative concerning pre-financed anthropo-biology, which pleased the delegates immensely and was in keeping with his usual broad insight and erudition.

Very fine addresses were made by Maurice J. Tobin, Secretary of Labor, and our own counsel, Albert Woll.

Friday, September 22nd, being the fifty-ninth wedding anniversary of Joseph N. Weber and wife, Brother Weber was called to the platform after an appropriate announcement, made a speech. As Brother Weber

has since passed away and his remarks being, so far as I know, his last public utterance, I quote them in part as follows:

Fellow delegates, there is only one thing I regret, and that is that my dear wife is not present in the hall today. I did not expect the compliment that you have given us on our fifty-ninth wedding anniversary—indeed a long time to look forward to, but only a short dream after it has passed.

When President Green said that I had a wonderful helpmate in my efforts to build up a national organization he spoke the absolute truth. I have seen the day when my wife would pay the grocery bills and the house rent, so that I would be enabled to serve the members of my profession, which eventually became a powerful organization—the American Federation of Musicians. She did this from the year 1900 to the year 1906. When I became President of that organization we had scarcely 6,000 members. Because of a heart attack I was forced to refuse the nomination for the presidency in the fortieth year of my service, and at that time I turned over 170,000 members and 690 local unions and one of the best organized unions in the American Federation of Labor or anywhere else.

I joined the American Federation of Labor in 1887 and I presided over forty conventions of the American Federation of Musicians. I presided over the Musicians' conventions forty times, was a delegate to the American Federation of Labor fifty-three times, and a member of the Executive Council twenty-five years. We are recognized now as a good union, as good a class of men as walk in shoe leather. We are trade unionists first, and then we consider ourselves members of the American Federation of Musicians.

As to my dear wife, like all married people we have our differences at times. I asked her some time ago, "How is it, Dearie, that on an occasion like our wedding anniversary everybody compliments you and nobody comes near me?" "Oh," she said, "that's easy: they admire my courage."

It was a happy life for both of us, although a short period, as I said before. Fifty-nine years is a long time to look forward to, but if I consider my married life it was only a short dream.

I thank you very much.

In the evening of that same day Brother and Mrs. Joseph N. Weber were the guests of honor at a dinner given in the Empire Room of the Rice Hotel by the officers of Local No. 65, A. F. of M. It was a small party but a very happy one not soon to be forgotten.

A PRESENTATION

Some months ago Local No. 6 of San Francisco, California, unanimously elected President James C. Petrillo an honorary member of the local. On September 19th President Petrillo gave a dinner at the Shamrock Hotel at which were present, besides himself, Albert A. Greenbaum, Edward P. Ringius, Peter J. Kleinkauf, Frank B. Field, C. L. Bagley, Ida B. Dillon (of Local 76) and Mr. and Mrs. E. E. Stokes (of Local 65). Afterward the whole group went to the apartment of President Petrillo on one of the upper floors of the hotel, where Delegate Greenbaum in a very admirable manner on behalf of Local No. 6 presented to President Petrillo a beautiful gold honorary membership card in that local. President Petrillo greatly appreciated the compliment and responded in a fitting manner.

MESSAGES

A nice telegram was received from the President of the United States. Vice-President Barkley intended to address the convention but was unable to be present owing to important business in Washington.

MEMORIAL

In the memorial list of those prominent in the labor movement who had passed on since the last convention we recorded the name of Thomas F. Gamble, who for about thirty-five years was in the employ of the American Federation of Musicians, being at the last its treasurer.

LABOR'S LEAGUE FOR POLITICAL EDUCATION

The entire morning of September 23rd was taken up by this organization. Detailed reports of various activities were presented by Secretary-Treasurer George Meany.

United States Senator Wayne Morse of Oregon made a magnificent speech showing the iniquitous working and tricks of the Taft-Hartley Act—the incidents coming from his actual personal experiences as a member of the Senate Committee on Labor and Public Welfare in the South. It was interesting and revealing.

Joseph D. Keenan, director of the League, made the closing speech, a forceful collection of facts ably presented.

MISCELLANY

All the officers of the Federation were re-elected.

We were assured that negotiations with a view to bringing the American Federation of Labor and the Congress of Industrial Organizations (CIO) together in one body are continuing with hopes for final success.

The place where the next convention of the Federation is to be held was left to the Executive Council to decide. San Francisco has been selected as the place for the convention of 1952.

APPRECIATION

The officers and members of our Local No. 65 in Houston were very hospitable to our delegation and we were all very appreciative and grateful to them for the kindnesses and courtesies shown us. Texas is noted for things like that and our fellows of Local No. 65 fully lived up to the traditions of the Lone Star State.

This convention was a particularly placid one. There were no acrimonious debates or unpleasant things. Everybody was friendly and acted so throughout the sessions.

With the singing of "The Eyes of Texas Are Upon You" and "God Bless America" the convention adjourned sine die and passed into history at 5:30 P. M., Saturday, September 23, 1951.

Accordion — Instrument



Charles Nunzio, accordionist, teacher and composer, was born in Sicily in 1912, came to America at the age of eight. His father, John Nunzio, first taught him, then, for many years, Pietro Frosini. His debut occurred in Town Hall, New York, in 1933, followed by a recital at Carnegie Hall. After nation-wide tours, he played in various top-flight orchestras. During World War II, as music director for the Naval Air Base at Peru, Indiana, he was heard in coast-to-coast broadcasts. For the past twenty years Mr. Nunzio has headed the Nunzio Accordion School in Newark, New Jersey.

The present article is based on interviews with accordionists Charles Nunzio and Sergei Matuszewich.

SEVERAL summers ago I climbed the Matterhorn—at least part of it—and at a little hostelry half-way up they provided music—music of the accordion. Two months ago there was a big party at New York's Waldorf-Astoria to welcome a returning general. Part of the music provided was music of the accordion. There's a small freighter chugging across the Great Lakes. It has music while it chugs. One of the deck hands plays the accordion. Soldiers flying back from Bataan regretted that they would be deprived of the accordion music they had so enjoyed at the overseas canteens. They needn't have worried. They had an accordion concert on the aeroplane going home.

Accordions are played in schools, in night-clubs, on board ship, in lone forest huts, on ranches, in hospitals. Associations of accordionists number thousands of members. In 1950 at least 150,000 accordions were sold in the United States. What manner of instrument is this which, like common people, God must love, since he allows so many to exist?

Take a three-and-a-third-octave span of the piano keyboard, add bassoon, horn, organ, violin, oboe, clarinet and piccolo effects, sift in some deep bass chords, stir all with a current of air, and you have an accordion. It plays in chords—hence its name. Like the pipe organ and the parlor organ but unlike most every other instrument, this "lap-organ" brings tones out in clusters. And these tones aren't hard to produce. You just press down one finger on any button or key and draw the bellows slowly in and out, and a great swelling mellifluous chord

sounds out. It all comes from wind setting clustered reeds in motion.

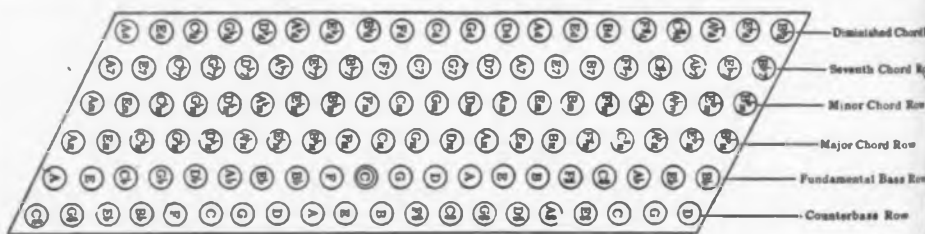
Let's look at those reeds.

Here's an accordion with its works spread out on a table. The man bending over it is preparing to tune the reeds. (Professionals have their reeds tuned once a year at least.) In a standard accordion* there are 448 reeds made of Swedish blue steel. It's up to this tuner to pare away these reeds, at the front to make them sharper or at the back to make them flatter. When he puts them back into the accordion, he does not set one reed for one key or button as you might suppose, but places them in combinations—chord clusters. In short, on the accordion the reeds are mechanically combined so that each touch of the finger produces a combination of tones—in the bass as many as eight tones for one finger pressure. Naturally with all these mechanically placed chords there have to be duplicate reeds—many "middle C's," many "F's," each of which functions in a separate chord or octave combination. Another circumstance which sends up the number of reeds: an accordion uses one set of reeds for the bellows as they expand and an entirely different set of reeds for the bellows as they contract.

The "keys" (those piano-like ivories under the right hand) play in chords of a sort—that is, in octaves. Depress any one key on the accordion keyboard and work the bellows, and you send wind scurrying over not one but four reeds. If the key depressed is the C above Middle C, these reeds sound:



The button board of the standard 120-bass accordion is composed of forty bass notes (sound- ed in octaves) and eighty chords:



The two rows marked "fundamental bass row" and "counterbass row" play in octaves—that is, four different "C's" sound when the "C" button in the fundamental bass is pressed down.

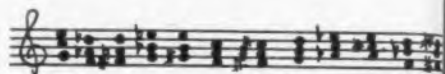
Push on the buttons on the other four rows, and you get those deep chords for which the accordion is famous. They're not chords you

* Accordions come in almost endless varieties— named according to the number of chord combinations available, that is, the number of buttons on the button board at the left: namely, with 12, 24, 32, 48, 60, 80, 96, 99, 102, 111, 120, 123, 127, 140, 160 and 210 buttons. In the present article we shall confine ourselves to the 120-bass standard accordion, that is, with 120 buttons on the board.

form by your own technic. They're chords built right into the works—chords prearranged by that inventor Damian of Vienna one hundred and more years ago—by him and later improvers.

Which chords did they fix into the works? First of all, the chord which appears in the bass of every hymn, every popular song, every classical number, every composition (barring the "ultra-modern") that our Western world has concocted—the simple major triad:

You get it whenever you press a button in the third row of the button board, in a variety of inversions:



Note that only F, F-sharp, G, A-flat and A have the one-three-five position of the chord. The reason for the upside-downness of the other chords is that F on the fourth line of the bass clef is the lowest harmony note constructed in the reed set-up of the accordion. When a low note is lacking, therefore, the note an octave higher has to be substituted. Thus the inversion

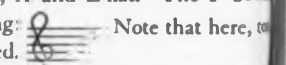
Now press a button in the fourth row. You get those somber minor chords beloved of gypsies, lone cowboys and blues singers:



Press any button in the fifth row and you get a dominant seventh chord. There will be one slight discrepancy, though. The chord's fifth step will be omitted, at least in the standard professional accordions. This is done for flexibility in modulating. Thus the C seventh plays C, E, and B-flat, omitting the G.

the fifth of the chord is really needed in the harmony, the player can supply it by pressing one of the buttons in the first two rows.

Finally, for those beautiful and vague diminished seventh chords, press any button in the sixth (outside) row. C diminished chord, for instance, plays C, A and E-flat. The F button gives the following:



Note also that on the button board each row of buttons placed at an angle, contains bass notes and chords related to one key.

Mat Di Florio

Andy Arcari

Frank Gaviani

George Kristich

Charles Magnante

Art Van Damme

Louis Del Monte

Anthony



ent Played with a Smile

Keyboard and button board are not the only sound-producing media of the accordion. In the modern standard accordion you have also "switches" (see photographs), one to sixteen tabs or buttons just above the keyboard. They function like stops on the old parlor organ, bring out new tone colors such as bassoon, bandonion, horn, organ, musette, violin, oboe, clarinet, piccolo. They also make possible extremely high and extremely low tones, give the accordion a complete range of:



Finally, they divorce tones from their harmonies—bring them out in sharp relief.

Sharply outlined tones, however, are not the accordionist's greatest asset. He does best with the full harmonies—great swelling phrases, delicate figurations twining around the mighty chord. He can sound like a whole orchestra and he can whisper like an aeolian harp. But he is at his best when he is chording.

To make the most of those full harmonies, the bellows have to be manipulated with all the finesse of a violinist handling his bow. Like the violinist's up and down bow, they must be expanded and contracted evenly, delicately. At the turn from *out* to *in*, there can be only the breath of a pause. At this juncture, the accordionist proclaims himself artisan or artist.

But the accordionist doesn't stop here. He has to have a harmonic sense as highly developed as the violinist's sense of pitch. String or wind players may study several years before becoming aware that two tones may sound good played together. Not so the accordionist. He must be chord-conscious from the very first. Modulations must be his meat. He must hear chords accompanying every melody. And he must be able to make transcriptions on sight.

Which brings us to the problem of notation.

A problem it is! There are in use today two ways of notating accordion music, each advocated by their respective adherents with all the ardor of a Dodgers-Giants line-up. The crux of the argument is the bass clef, since the treble is always like the piano. The *single note* advocates want the bass part written in single notes with signs over them—"M" for the major chord row, "m" for the minor chord row, "7" for the dominant seventh chord row and "d" for the diminished seventh row—to indicate the corresponding place on the button board:



The *full chord* advocates would have the bass chords written out, as in piano music, with the corresponding symbol placed above the chord:



Although formerly the "written out" notation followed the piano version (often unlike the accordion version with its inverted chords), now the chords appear with the exact sounds heard on the accordion, inversions and all.

Considering the sharpness of the notational controversy, it speaks well for accordionists' ability to strike an even keel that the International Confederation of Accordionists at their Fifth World Congress, held this January in Paris, agreed that "only time can finally settle this question." Thus both notations continue to exist side by side—with the student pretty much able to use whichever he prefers.

The professional arranger takes this situation in his stride as he does his other special difficulties. For instance, the accordionist cannot play long scales, arpeggios, or chromatic progressions with any ease. When these occur, the arranger seeks to substitute a rhythmic pattern in chords, such as:



(From Richard Addinsell's "Warsaw Concerto" in Charles Nunzio's arrangement)

Then, in order to retain the solo effect, the arranger often has to transfer basic runs in the piano's bass clef to the treble clef of the accordion:



(From "Warsaw Concerto")

Finally, when the original composition is too high or too low for the accordion's range, the arranger must either invert the chord and supply the missing notes by writing in a bass note to be sounded via the first and second row accordion buttons, or use one of the switches which



Sergei Matusewitch

Galla-Rini

John Serry



Pietro Frosini

Tony Lavelli

release high or low tones beyond the ordinary range of the accordion. This latter method necessarily changes the timbre, and he must take this into account.

Once he has adjusted to these contingencies, however, the arranger finds that piano, organ, violin and orchestra literature lend themselves admirably to the accordion.

Literature written especially for the instrument bears serious study, too. Tchaikovsky and Prokofiev have scored for accordion in symphonic compositions. Roy Harris and Henry Cowell have written solo works for it, as have Galla-Rini and Virgil Thomson. In fact, it is possible to present quite dignified programs made up entirely of original accordion compositions. Still the original literature is comparatively limited. A regrettable situation.

Especially regrettable it is when one considers the instrument's constantly growing popularity. The accordion is now heard in the nation's major concert halls. In Carnegie Hall, New York, in March of this year, Sergei Matusewitch played a program made up of works of Bach, Mozart, Chopin, Mendelssohn, Frosini, Enesco, Granados, Lecuona, Liszt, Tchaikovsky, Gliere and Sarasate. Moreover the accordion has been played as solo instrument with various symphony orchestras both in America and abroad. Besides, there is its frequent appearances in private homes and clubs. Radio and television have given it especially gratifying boosts, since it is the ideal one-man orchestra and a visually satisfying one at that. Certainly an instrument of such gayety, such heartiness, such good spirit and such universality should have characteristic compositions written for it by great composers.

Not that those happy picnickers, those dancers on moonlight yachts, those guests at wedding banquets, those street throngs at a fiesta, those soldiers in canteens and hospitals, give a thought to this. They only know that for them this is the instrument after their own hearts, the instrument they can have endless fun with, the instrument that never lets them down.

—Hope Stoddard.

- Anthony De Lugg Domenic Mecca Marcellus Martin Frank S. Cascio Stan Shaw Maddalena Belfiore Joe Biviano Attilio Riso Frank Alfidi



Podium and Stage

FESTIVALS The twenty-first annual Eastman School Festival of American Music, May 2nd through 10th, featured, among its eighteen new works, *The Well* and *Mass in G* by Wayne Barlow . . . William Steinberg will be the director of the chamber orchestra of the Ojai Festival, held in Ojai Valley, California, from May 25th through May 30th . . . The fifth annual Red Rocks Music Festival held from July 6th through August 10th at the Red Rocks Theater, Denver, Colorado, will feature the Denver Symphony Orchestra under the direction of Saul Caston . . . The theme of the Three Choir Festival held in New York May 4th to 6th was "Music Invoked by Great Civilizations—Greece, Judea, America."



Henry Mazer rehearses a section of the Wheeling Symphony.

REPEATERS The New York Philharmonic Symphony Orchestra under Dimitri Mitropoulos is playing a return engagement at the Roxy Theatre for two weeks beginning May 9th . . . Seven symphony orchestras throughout the United States performed Bartok's Concerto for Orchestra this past season . . . Next season each of the five subscription programs of the Wheeling Symphony Orchestra will be presented twice in the same week, thus doubling the number of concerts. Henry Mazer is the conductor of this West Virginia orchestra. The University of Miami Symphony Orchestra will mark its twenty-fifth anniversary next season with John Bitter back as conductor. Modeste Alloo will be the associate conductor . . . Alexander Hilsberg will continue as conductor of the Reading (Pennsylvania) Symphony Orchestra in its 1951-52 season.

SUMMER The Syracuse Symphony Orchestra is planning its usual series of open-air concerts this summer, sponsored by the City Department of Parks and the Syracuse University . . . Fritz Reiner will be on the podium when the Robin Hood Dell concerts open this summer on June 25th. Successive conductors will be Pierre Monteux, Andre Kostelanetz, William Steinberg, Erich Leinsdorf and Alexander Hilsberg . . . "Pop" concerts are to be held in Carnegie Hall in June, with Daniel Rybb at the helm. Sixty members of the New York Philharmonic will play in the orchestra . . . The Berkshire Festival will open with three weekends of two concerts each conducted by Serge Koussevitzky and devoted to the music of Bach, Haydn and Mozart . . . The St. Louis Municipal Opera will open its thirty-third season June 7th, its first production, Romberg's *Nina Rosa*. Eleven productions will be presented in the eighty-eight-night season.

Report on Resolutions

(Continued from page eight)

I have been asked to comment on Resolution No. 6:

"WHEREAS The United States Government sees fit to pay ex-servicemen of the U. S. armed forces who were prisoners of war \$1.00 per day for every day of imprisonment at the hands of our common enemies in the 1939-45 war, and

WHEREAS, The Canadian Government has seen fit to pay \$1.00 per day to men who were taken prisoners of war at Hong Kong for every day held prisoner, and

WHEREAS, We believe that a prisoner of war, regardless of where or by whom he was held prisoner, suffered tremendous hardships at the hands of the enemy, and all are entitled to equal treatment, therefore,

BE IT RESOLVED, That we of the American Federation of Musicians of the United States and Canada, on behalf of the Canadian representatives at this Convention and its members all across Canada, request the Canadian Government to give every consideration to bringing about legislation whereby all Canadian prisoners of war of the 1939-45 war will be paid \$1.00 per day for every day held a prisoner of war."

The subject matter of this resolution properly belongs before the elected members of the Parliament of Canada. While Canadians do applaud consideration given by the United States Government in the matter of pay to ex-servicemen who were prisoners of war, the treatment of Canadian veterans is strictly a Canadian matter. The proposals made in the resolution and many more have been made by Canadian veterans organizations and their branches from coast to coast. The Cabinet Minister in charge of military pensions is properly seized with the importance of giving attention to the many voices heard on behalf of Canadian prisoners of war. In the past it has been the policy of Canadian delegates of the Federation to abstain from debating on or voting on matters which affected the administration of government in the United States. Knowing our members on the American side of the border, I am sure they would hesitate to give gratuitous advice on a matter that is entirely the responsibility of the Government of Canada.

The resolution has been directed to the responsible Cabinet Minister.

I now report on Resolution No. 40:

"WHEREAS, There have been convention after convention held in the United States, year after year, and

WHEREAS, We are, more particularly at the present, due to the world political chaos, striving to strengthen and increase our bonds of friendship with our northern neighbors, therefore,

BE IT RESOLVED, That this Convention ask the President's office and Executive Board to work out ways with the Canadian delegates and Canadian government to hold our next Convention in some city in Canada."

I am sure that nothing would give any of the thirty locals in Canada more pleasure than to have a Convention of the Federation held in

a Canadian city. In the past two years several possibilities have been canvassed. Our main difficulty was to secure a proper auditorium that could be made available for the duration of the Convention. The second and more vital problem: that of hotel accommodation. With the assistance of Brother Herbert Turner, Secretary of the Edmonton local, and other Western officers of the Federation, we canvassed the possibility of holding the Convention in the mountains at Banff, Alberta. This is an excellent hotel operated by the Canadian Pacific Railway. It is situated west of Calgary. However, accommodation for holding sessions of the Convention made this choice impossible. It was also impossible to make arrangements for the very necessary printing facilities to give the immediate service that the business of the Convention demands.

At the Eastern Canadian Conference, and at other times we discussed the possibility of holding a Convention at Niagara Falls, Ontario, and it was proposed that it might be a joint effort between Local 106, Niagara Falls, New York, and Local 293, Niagara Falls, Ontario. As these cities are on either side of the Niagara River, hotel accommodation might be shared by both cities. Delegates who were accommodated on the American side would only have to cross the Rainbow Bridge to attend sessions which might be held in the large arena in Niagara Falls, Ontario. As both of these locals have not a large membership, it might be necessary for the Federation or the other Canadian locals to make a contribution to the expense of the locals involved.

The officers of Local 406, Montreal, have often expressed their hope that a convention might be held in that most interesting cosmopolitan city that proudly boasts of a population in excess of a million and a half. At a convention of the Trades and Labour Congress of Canada which the writer attended last June, the Convention met in the ballroom of the Mount Royal Hotel. Their number of delegates is somewhat less than our Convention, and the accommodation was not altogether satisfactory. The delegates were crowded and at times the P. A. system was quite inadequate.

In Toronto we have adequate accommodation for the Convention in Maple Leaf Gardens. It will accommodate approximately 15,000 people, but our major problem is very limited hotel accommodation in the two larger hotels. Greater Toronto has a population in excess of one million and is spread over a considerable number of square miles.

Victoria, on the Island of Vancouver, a very beautiful city, has had national conventions in the past. They have a new arena that will accommodate approximately 4,000 people, and arrangements might be made for the accommodation of a goodly number of delegates in the famous Empress Hotel which overlooks the harbor. This, of course, is the most westerly local in Canada on the Pacific coast.

I am not too familiar with the accommodation in Halifax, but it occurs to me that the sense of this resolution might be discussed by the Canadian delegates who will be in attendance at the June Convention of the Federation in New York. Please be assured that any local in Canada would be delighted to be host to a convention of the American Federation of Musicians.

★ ★ Musicians in Service ★ ★

In the list which follows, the musician's name and home town are first given, followed by his Local number in parentheses (not necessarily the same as his home town), and by the instrument or instruments which he plays.

ARMY

CAMP ATTERBURY, Indiana

Mead, Paul, Pvt., Bridgman, Mich. (232), Tenor Sax, Clarinet.

FORT BENNING, Georgia

Sherman, Stanley, Pvt., Bronx, N. Y. (802), Accordion.

CAMP CARSON, Colorado

Renberg, Richard A., Pfc., Waukegan, Ill. (7, 10, 284), Trombone, Guitar.

FORT DEVENS, Massachusetts

Giblin, Francis, Pvt., Providence, R. I. (198), Drums.
Steiner, Lawrence, Pvt., Brooklyn, N. Y. (802), Trumpet.

CAMP GORDON, Augusta, Georgia

Dominguez, Danilo, Pvt., Tampa, Fla. (721), Drums.

Pvt. Danny Dominguez of Camp Gordon, Georgia, writes: "... One day I fell and landed on my union card, which I kept in my wallet in my back pocket. I decided that it was time for me to try to transfer into a band of some sort. After four months of trying I finally got an audition. I qualified and was later made a permanent member. It is now the 95th Army Band, no more Signal Corps for me. My job now is to play parades and dance jobs. The band is led by a very fine gentleman, Mr. Walter Alcorn."

FORT KNOX, Kentucky

Basore, Lee, Pvt., New Cumberland, Pa. (269), Clarinet.

FORT LEONARD WOOD, Missouri

Riccardi, Joseph A., Pvt., Philadelphia, Pa. (77), Piano.

CAMP McCOY, Wisconsin

Matroni, Victor A., Pvt., Lancaster, Pa. (294), Tenor and Alto Sax.
Name, Eugene, Pvt., Detroit, Mich. (5), Saxophone and Clarinet.

FORT ORD, California

Bursett, Maurice B., Jr., Pvt., Seattle, Wash. (76), Bass Clarinet.
Crotty, Ronald O., Pvt., San Francisco, Calif. (6), Bass.

CAMP POLK, Louisiana

Silk, Edward, Pvt., Philadelphia, Pa. (77), Piano, Accordion.
Smith, Melvin E., Pvt., Detroit, Mich. (5), Drums.

NAVY

FLEET POST OFFICE, San Francisco

Wilcox, Bill, R.M.N. 3, Orlando, Fla. (389).

NEWPORT, Rhode Island (U.S.N.T.S.)

Hubbell, Francis, SR, New York City (802).

AIR FORCE

KEESLER AIR FORCE BASE, Biloxi, Mississippi

Root, Walter E., Pvt., Santa Cruz, Calif. (346), Trumpet.

LACKLAND AIR FORCE BASE, Texas

Cantisano, Thomas N., Pvt., Paterson, N. J.

LARSON AIR FORCE BASE, Moses Lake, Wash.

Angelson, Christy, S/S (6, 47), Piano.

Out at Larson Air Force Base, Moses Lake, Washington, S/Sgt. Christy Angelson is proving that "once a musician, always a musician."

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SMOKI GETS IN YOUR EYES.....	Jerome Kern—Arr. Stone
SOME ENCHANTED EVENING.....	Richard Rodgers—Arr. Stoller
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3-d MAN THEME, THE (60's).....	Anton Karas—Arr. Nunzio
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JOHNNY AMONI	SUSAN & LOU VIEL	TONY LAVELLI
MORTY NEVINS	TONY LISTOPAD	ARNOLD NELSON
(Three Suns)	(Buddy Rocco Trio)	(Dell Trio)
NICK PERITO		CLIFF SCHOLL
JOE ZARNICH		JOE CRICCHIO
JUNE FRISBY		JOHN SERRY
PERRY COHEN		TITO GUIDOTTI
BOB PASTORE		(Joe Venuti Quartet)
TRUDY & TONY ROZANCE		AL ASTONE
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Back in November of last year the plans for the dance band on the base were announced; in January of this year the band was already in operation. The group consists of Sgt. Boyd, Sgt. Homiller, Sgt. Babula, Sgt. Hackbarth, Sgt. Fitch, Cpl. Greenhagen, Cpl. Russin and S/Sgt. Angelson doubling on piano. Besides these musicians that were uncovered at the base, they have also enlisted the services of a vocalist, Jackie Boyd by name. The band expects to play for dances and for the forthcoming musical production "Winged Caravan" which will be directed by S/Sgt. Angelson.

SAMPSON AIR FORCE BASE, Geneva, New York

Singer, George, Pvt., Pottsville, Pa. (515), Sax, Clarinet.

Pvt. George Singer writes: "Sampson Air Force Base (Geneva, N. Y.) has just started its entertainment shows. They are now in the processing of talent and holding auditions. I know of only eight union men who have tried so far—mostly from Reading and Pottsville Local. There soon will be a lot more because most flights are still on restrictions and cannot get away for auditions. I have applied for permanent entertainment service here. I will be in it for my basic (eight weeks) but I will not know until my fourth or fifth week if I will stay here after basic."

SCOTT AIR FORCE BASE, Illinois

Hartman, William J., Pvt., Trenton, N. J. (62), Trumpet.

SELFREDGE AIR FORCE BASE, Michigan

Melaro, Angelo, Olean, N. Y. (115).

SHEPPARD AIR FORCE BASE, Texas

Brun, C. Marc, Pvt., Baton Rouge, La. (538).
Piano, Accordion, Hammond Organ.

Gillikin, Donald L., Pfc., Detroit, Mich. (5), Drums.

MARINES

PARRIS ISLAND, South Carolina

Nowotarski, Frederick, Pvt., Reading, Pa. (135), Trumpet.

AIR FORCE BAND UNDER U. N. FLAG

20 March, 1951
APO 970, Korea

Gentlemen:

We are submitting the names and addresses of the union musicians of this organization. It is our privilege to be the only Air Force Band serving under the United Nations flag.

Jerry L. Allmendinger, AF 14296375, Memphis, Tenn.
Local 702, Drums and Bass Viol.

Walter H. Anderson, AF 13299045, Pittsburgh, Pa.
Local 60, Trombone.

John J. Foy, AF 16219851, Chicago, Ill.
Local 10, Tenor Sax and Clarinet.

Paul W. Galloway, AF 12317115, Tacoma, Wash.
Local 147, Drums.

Gerald F. Miller, AF 13300704, Allentown, Pa.
Local 561, Trombone and Piano.

John A. Mutu, AF 15030554, Canton, Ohio.
Local 111, Sax and Clarinet.

Dale D. Payne, AF 17229781, Carthage, Mo.
Local 355, Alto Sax and Clarinet.

Richard B. Roclevitch, AF 11155176, Brockton, Mass.
Local —, Trumpet.

Paul L. Shiffer, AF 13248613, Wilkes-Barre, Pa.
Local 140, Saxophone.

Herbert W. Young, AF 15261490, Sidney, Ohio.
Local 801, Alto Sax and Clarinet.

Under the command of CWO Edwin H. Sandford, Alamogordo, New Mexico.

Present mailing address of this organization is: 748th AF Band, APO 970 c/o P. M., San Francisco, Calif.

Respectfully yours,

"ALL THE CATS."

INTERNATIONAL MUSICIAN M A

Lawrence Welk's Champagne Music

STARTING off with an organ at the age of five, Lawrence Welk managed to sandwich in his musical studies with his other chores on the farm. As the son of a North Dakota farmer, he learned to milk a cow before he learned the fingering on his father's accordion. However, in spite of the fact that there were no teachers of the accordion in the Black Hills of Dakota, Lawrence had learned how to play the instrument by the time he was thirteen and spent many an evening thereafter entertaining at community dances and programs given by schools and churches in the vicinity. After his family gave him an accordion of his own he soon found an engagement with a traveling tent show and became a professional.

A Band Grows Up

Since he believed in doing things slowly and thoroughly, Welk's first orchestra consisted of

FEATURED PLAYERS



Myron Floren

Barney Liddell

drums and accordion. It was Aberdeen, South Dakota, that was witness to this probably unique combination. When a saxophone and piano were added the scene changed to Yankton, South Dakota, and the radio station there, WNAX, was the starting point for many appearances on the air. A few years later the aggregation numbered six and was billed as the "Biggest Little Band in America."

The Birth of Champagne

It was while fronting the group of six that Lawrence Welk hit on the idea of "Champagne Music." He had long been experimenting with new techniques for presenting the music he played, but when he hit on this bouncing, effervescent effect, he knew that this was it, and stayed with it.

With the years Lawrence Welk has continued to enlarge his orchestra, and has continuously experimented in the Champagne style with new instruments and arrangements. Every number the present Welk orchestra plays is arranged in the Champagne manner. It is the unique quality of this Champagne music that has been chiefly responsible for Lawrence Welk's rise in popularity. He had already gained wide popularity in the Middle West, but it was after he came east with his group that the music really "caught on" nationally. Champagne Music has been featured on all the national networks, in

the best hotels and ballrooms, on Mercury recordings and Paramount film shorts, so that thousands have become familiar with the bubbling music.

Lawrence Welk describes his music thus: "Champagne Music is made up of an original beat that is emphasized in my music, plus a medium tempo tone with a little lift and bounce, smooth and at the same time light, which I whip into shape mostly with clarinets, considerable organ, a touch of accordion, and a faint background of saxes.

"I personally like violins, and use two of my base men and pianist as doubles. I employ the strings occasionally to lend a fine touch to the slow and sentimental ballads. Featuring individual men, such as the trumpet, novachord, organ, and clarinet, produces more showmanship, and lifts the outfit out of the ordinary dance band type. Great care, however, must be given to keep a style distinction, and yet remain commercial. Vocals are good and I employ them generously. A girl singer and two men, in addition to three musicians who double with straight and novelty voices, are carried with the band at all times. They spice the tunes considerably."

In the Foreground

Among those featured with the band are Roberta Linn, who hails from Iowa. She reached her current title of America's new "Champagne Lady" by way of Hollywood, where she sang on the air at the age of three. She was a vocalist with the orchestras of Joe Reichman and Jan Garber.

The featured ballad vocalist, Garth Andrews, came to the Welk group by way of Bingham Canyon, Colorado, where he was discovered playing a sax. After his discovery by Glenn's brother, Herb Miller, he appeared with many bands as a saxophonist until the unexpected departure of a vocalist at the start of an engagement pushed him into the limelight in that capacity. Garth Andrews is currently both a saxophonist and a vocalist.

Although he had been whistling for years, Roy Woldum found it a little difficult to get paid for doing it. Even Lawrence Welk, who is constantly searching for new talent and new ideas, was dubious about the public's reaction to Roy's whistling, so that Roy Woldum's first job with the band was as a truck driver. At rare intervals he was permitted to try a number. The public reaction, however, was soon all that could be desired, and Roy Woldum became an accredited member of the band and took his place on the stage. He is now studying music intensively.

Providing comedy and personality for the Lawrence Welk aggregation is Harry Gosling. Through playing and singing with many bands and constant work in perfecting novelties in his use of trumpet and voice, Gosling has emerged as an exciting "scat" singer and featured trumpeter. He contributes much to both arts.

FEATURED VOCALISTS



Roberta Linn

Roy Woldum

With his fingers on the Hammond organ adding much of the sparkle to Champagne Music, Jerry Burke has been with the Lawrence Welk orchestra since its inception. He is also master of the piano, accordion, and Novachord, and a very valuable man to have around.

Also doing their bit for the greater happiness of their audiences are Myron Floren on his accordion and Barney Liddell with his trombone.

Through This Our Land

With the popularity of "Champagne Music" firmly entrenched wherever it has been heard, and spreading into new territory daily, Lawrence Welk and his orchestra are constantly in demand. From the Roosevelt Hotel in New York to the St. Francis Hotel in San Francisco; from the Roosevelt Hotel in New Orleans, to the Oriental Theatre in Chicago, and most of the points in between, Lawrence Welk and company have played and continue to play the type of music that is just right for dancing for either the very young or the slightly young and all those in the middle brackets. This May it's the Aragon Ballroom in Chicago that plays host; for June, it's Elitch's Gardens.

Lawrence Welk brings his music to all who want to dance and hear the smooth orchestrations that transform music to champagne—and their number is legion. —lea



How many times have I told you not to stand too close when I'm playing?

From the
President's

OFFICE

PRESIDENT PETRILLO EXPLAINS NEGOTIATIONS JUST CONSUMMATED WITH RADIO AND TELEVISION NETWORKS.

After eight weeks of negotiations we have consummated a radio and television contract with the four radio and television networks, namely, National Broadcasting Company, American Broadcasting Company, Columbia Broadcasting System, and the originating program stations of the Mutual Broadcasting System.

THE MOST IMPORTANT PART OF THIS CONTRACT IS THE 5 PER CENT THAT THE NETWORKS HAVE AGREED TO PAY TO THE MUSIC PERFORMANCE TRUST FUND, BASED ON THEIR GROSS REVENUES RECEIVED FROM THE USE OF TELEVISION FILM. I say most important part because all locals of the American Federation of Musicians will benefit by the 5 per cent payment to the Music Performance Trust Fund.

In my opinion it is one of the best contracts the American Federation of Musicians has ever signed. This means the signing up of everyone who wants to go into the business of making television films, and is the first time the networks have given recognition to any organization such as the Music Performance Trust Fund.

The signatories selected Samuel R. Rosenbaum as trustee under these agreements; he is the trustee selected by the recording industry for the trust agreements in that industry.

Following are the national television contract, the national radio contract, the television film labor agreement, and the television trust agreement with the Music Performance Trust Fund:

These national agreements with the radio and television industry, first published in our April issue, are here reprinted for the information of all members.

National Radio Agreement

New York, N. Y.
March 16, 1951

American Federation of Musicians
570 Lexington Avenue
New York, N. Y.

Attention Mr. James C. Petrillo, President

Dear Sirs:

We are in the process of completing arrangements under which musicians in New York, Chicago and Los Angeles will render their services for us in radio for the period from the expiration of our last agreements with the locals in such cities until February 1, 1954, and are also negotiating or will negotiate with other locals regarding arrangements under which musicians in other cities will render similar services for periods expiring on January 31, 1954.

In addition to these agreements, agreement has been reached between you and us relating to certain matters which are within the exclusive jurisdiction of the Federation, as distinguished from its locals. This letter is intended to summarize our understandings and agreements which have been arrived at between the Federation and us, and which shall be effective as of February 1, 1951, and shall continue until February 1, 1954. The provisions of this agreement have been arrived at by reason of the special employment opportunities and other benefits granted to musicians by us.

These are as follows:

1. FREQUENCY MODULATION

We may use the services of musicians employed by us for simultaneous AM and FM broadcasting and we may assign such musicians interchangeably to independent AM or FM programming.

2. PROGRAMS INVOLVING MULTIPLE SPONSORSHIP

(A) Co-operative Programs

Network programs of the so-called "co-operative" type (i.e., network programs which are simultaneously sponsored by different sponsors

in various localities) shall be paid for at the same rates as would be applicable to such programs if they were sponsored by a single sponsor.

(B) Participating Programs

Network programs of the so-called "participating" type (i.e., a network program which constitutes one integrated unit in the course of which advertising credits are accorded to two or more sponsors without allocation of any particular portion of the program to any particular sponsor), when employing single engagement men, shall be paid for at the single engagement rate plus \$5.00 per man in addition to the foregoing sums for each one-half hour or portion thereof.

(C) Segmented Programs

Network programs of the so-called "segmented" type (i.e., a network program in which advertising credit for a specific period of time is given to one sponsor) shall have each segment treated as a separate engagement.

(D) Composite Programs

Network programs of the so-called "composite" type (i.e., an integrated network program which consists of one or more segments each of which is allocated to a particular sponsor or is unsponsored and one or more periods of time in the course of which advertising credits are accorded to more than one sponsor without allocation of any specific portion of such time to any particular sponsor), when employing single engagement men shall be paid for as follows:

(a) Each segment allocated to a particular sponsor or which is unsponsored shall be paid for at the single engagement rate.

(b) Each period of time in the course of which advertising credits are accorded to more than one sponsor without allocation of any specific portion of such time to any particular sponsor shall be paid for at the single engagement rate.

(Continued on page eighteen)

National Television Agreement

New York, N. Y.
March 16, 1951

American Federation of Musicians
570 Lexington Avenue
New York, N. Y.

Attention Mr. James C. Petrillo, President

Dear Sirs:

We are in the process of completing arrangements under which musicians in New York, Chicago and Los Angeles will render their services for us in television for the period from February 1, 1951, until February 1, 1954, and are also negotiating or will negotiate with other

locals regarding arrangements under which musicians in other cities will render similar services for periods expiring on January 31, 1954.

In addition to these agreements, agreement has been reached between you and us relating to certain matters which are within the exclusive jurisdiction of the Federation, as distinguished from its locals. This letter is intended to summarize our understandings and agreements which have been arrived at between the Federation and us, and which shall be effective as of February 1, 1951, and shall continue until February 1, 1954. The provisions of this agreement have been arrived at by reason of the

special employment opportunities and other benefits granted to musicians by us.

Our agreement is as follows:

1. DEFINITION OF "LOCAL" AND "NETWORK" TELEVISION BROADCASTS

For the purposes of this agreement, a "local" television broadcast is the broadcast of a program over the facilities of only one station which program is not broadcast by any means, over another station or other stations. All other television broadcasts, for the purposes of this agreement, shall be deemed "network" broadcasts.

(Continued on page eighteen)

Television Film Labor Agreement

TELEVISION STATION PRODUCER

New York, N. Y.
March 30, 1951

Gentlemen:

In consideration of the mutual covenants herein contained, of your promise fully and faithfully to perform each and every term, condition, and covenant on your part to be performed pursuant to that certain agreement, dated March 30, 1951, which you are executing and delivering simultaneously herewith, by and among you and other owners and operators of television stations engaged in the production and exploitation of motion picture films and/or sound tracks, as first parties, and Samuel R. Rosenbaum, as Trustee (herein referred to as the "Trust Agreement"), and of other good and valuable considerations, it is agreed that you may employ members of the American Federation of Musicians of the United States and Canada (herein referred to as the "Federation") in the production of motion picture films and/or sound tracks which embody musical performances by instrumental musicians (the term "sound track" to include recordings of any type to be used in connection with the exhibition of motion picture films) and/or pictures of such musicians rendering musical performances upon the following terms and conditions.

This agreement shall not apply to film made pursuant to Paragraph 4 of the National Television Agreement between us dated March 16, 1951.

1. We shall exercise full authority in order that our locals and members of the Federation

engaged in such activities shall do nothing in derogation of the terms and intent of this agreement.

2. You shall not require, request, induce, or in any manner attempt to influence any member of the Federation to play, or perform, or render services in connection with or pertaining to the production of such films and/or sound tracks, except as permitted by this agreement.

3. You shall pay instrumental musicians for the services rendered by them in the making of such films and/or sound tracks such sums as you may agree upon with them, but which in no event shall be less than Federation scale, a schedule of which is annexed hereto as Exhibit "A," and the terms and conditions relating to the employment of such musicians shall be in conformity with the other specifications set forth in said Exhibit "A."

4. It is agreed that unless our written permission is first had and obtained, neither you nor your subsidiary or affiliated companies will use or grant any rights to use (whether by way of sale, assignment, lease, license, or other transfer of title or permission to use, and whether by operation of law or otherwise), in whole or in part, any film and/or sound track which, in whole or in part embodies pictures of instrumental musicians rendering musical performances or which embodies or is accompanied by performances by such musicians, which are recorded and/or photographed under this agreement, for purposes other than exhibition on television broadcasts where no admission is

charged for the privilege of attending such exhibition either before, during, or after transmission over television. The substance and intent of this paragraph shall be incorporated in all agreements pursuant to which you shall grant any rights to use such films and/or sound tracks as aforesaid. The obligations created by this paragraph shall survive this agreement for so long as the films and/or sound tracks referred to in this agreement shall be used. It is agreed that we and/or the Trustee referred to above may enforce compliance with the provisions of this paragraph.

5. Following the execution of this agreement, you shall promptly furnish to the Federation a copy of all your catalogs requested by us, and thereafter from time to time, a schedule listing all amendments and additions thereto, as and when established.

6. At the end of each month you shall advise the Federation of all films and/or sound tracks made by you during such month, of the number or other identification thereof, and of any additional information in connection with any such film and/or sound track which we may reasonably require. Upon request by the Federation, you shall promptly furnish to it a copy of any film and/or sound track which is covered by this agreement.

7. Neither you, nor your subsidiary or affiliated companies will make, or permit the use of your or their facilities for making, or otherwise give aid and assistance in the making of any

(Continued on page twenty-one)

Trust Agreement

TELEVISION STATIONS

THIS AGREEMENT, made and delivered in the City of New York, State of New York, the 30th day of March, 1951, by and between AMERICAN BROADCASTING COMPANY, INC., COLUMBIA BROADCASTING SYSTEM, INC., NATIONAL BROADCASTING COMPANY, INC., and such other persons, firms, corporations, associations and others engaged in the production or exploitation of motion picture films and/or sound tracks as shall hereafter agree to the terms and conditions hereof by executing and delivering a counterpart of this agreement in the manner herein provided (herein referred to as "first parties"), and SAMUEL R. ROSENBAUM (herein referred to as the "Trustee").

WITNESSETH:

WHEREAS, The first parties desire to create the Trust herein contained and each first party has executed and delivered this agreement and has assumed the duties and obligations by each such first party to be performed hereunder; and

WHEREAS, The Trustee, having been designated by such first parties collectively, is willing to accept such trust in accordance with the request of each such first party and to perform the duties on the Trustee's part to be performed hereunder, in a manner based solely upon the public interest and pursuant to the terms hereof:

NOW, THEREFORE, in consideration of the premises, of the mutual covenants herein contained, of the undertakings assumed herein by each first party, and of the undertakings assumed herein by the Trustee at the request of the first parties, it is agreed as follows:

1. Each first party, simultaneously with the execution and delivery, hereof, has paid to the Trustee an amount which such first party estimates to be equal to fifty per cent (50%) of the payment which, on February 15, 1952, will become due from such first party to the Trustee pursuant to this agreement, but which, in no event, shall be returnable.

2. (a) Each first party agrees with each other first party and with the Trustee to make the following payments to the Trustee in connection with the production or exploitation of motion picture films and/or sound tracks (whether such films and/or sound tracks are recorded on film, wire, tape, disks, or in other forms now or hereafter known), which in whole or in part, embody pictures of members of the Federation (hereinafter referred to) rendering musical performances or which embody or are accompanied by performances by such instrumental musicians, produced by it pursuant to agreement of even date with such Federation, which films and/or sound tracks are intended for exhibition and/or are exhibited on tele-

vision broadcasts by such first party, or which shall be so exhibited by assignees, lessees, licensees, or other users deriving title, lease, license or permission thereto, by operation of law or otherwise, by, from or through such first party:

(x) Whenever a first party receives gross revenues from the use, exploitation, or other dealing with any such film and/or sound track (and each first party, except in the instances specified in (y) below, shall fix a genuine selling price for each such use, exploitation or other dealing), said first party shall pay to the Trustee an amount equal to five per cent (5%) of any such gross revenues so received.

(y) In those cases of sustaining broadcasts of such film and/or sound track on affiliated stations in which no money or other property are received by such first party, payments to the Trustee shall be as follows:

(1) When the particular film and/or sound track has been previously broadcast on a commercial broadcast and is later or simultaneously broadcast in any city on a sustaining basis, even though said sustaining broadcast be the first broadcast in the particular city involved, there shall be paid to the Trustee a sum equal to five per cent (5%) of fifty per cent (50%) of the production cost of such film. In return for said payment, the said film and/or sound

(Continued on page twenty-seven)

National Radio Agreement

(Continued from page sixteen)

engagement rate applicable to such period of time, plus \$5.00 per man in addition to the foregoing sums for each half-hour or portion thereof.

3. USE OF ELECTRICAL TRANSCRIPTIONS OF NETWORK PROGRAMS

The following existing practices with respect to the use of electrical transcriptions of network programs shall continue unchanged:

(A) Any network program may be transcribed by any affiliated station which cannot carry the program at the time it is played live because of unavailability of station facilities and such station may broadcast the program by transcription once within seven (7) days thereafter without charge. The seven-day limitation shall be sixty (60) days in the case of Alaska and of territories and possessions of the United States.

(B) Network programs may be transcribed during the period when daylight saving time is in effect, and fed to network affiliated stations for broadcast once in each area not on daylight saving time, in order to overcome the operational difficulties caused by the broken pattern of daylight saving time; and this may be done without any additional charge, except that any additional charge which would be payable were it not for daylight saving time, will be paid.

(C) Any commercial network program may be transcribed and subsequently fed to a group of affiliated stations for broadcast once over such stations. In any such case, the applicable live repeat fee shall be paid for such rebroadcast to the musicians performing on such program.

(D) An entire network show may be transcribed for the convenience of the participating artists and in the interests of program quality. Such transcribed show may be fed to a network in lieu of a live show on such network. The applicable transcription rate shall be paid to the musicians on the show.

(E) Nothing herein contained shall be construed to provide for or to relate to employment or to the rendition of services in connection with the preparation or manufacture of any recordings, electrical transcriptions or devices suitable for similar use, other than those specifically referred to in this paragraph "3," and as to those referred to in this paragraph "3," they may be used only as authorized herein.

4. The Federation and its locals shall be the exclusive bargaining agent of musicians.

5. The following provisions contained in subdivision (A) of this paragraph "5" shall be included in, and whether or not so included, shall be deemed a part of all contracts calling for services between us and members of the Federation and in all agreements between us and locals of the Federation. Such provisions are included herein by the parties in order to conform to the requirements of laws which have been enacted since June 1, 1947. If during the period of this agreement, such laws are amended, repealed or judicially ruled upon in a case where no further appeal can be taken legally, with the result that such provisions would not have been required or occasioned by law had such amendment, repeal, or judicial ruling occurred before the date hereof, then, at the request of the President of the Federation, any or all of the provisions contained in said subdivision (A) shall be eliminated from this agreement and from contracts relating to the rendition of services for us by members of the Federation, as aforesaid, and any or all of the provisions contained in subdivision (B) of this paragraph "5," relating to similar subject matter, as the said President may choose, shall be substituted therefor and shall govern the parties' relationship to the extent which such amendment, repeal or judicial ruling shall permit.

(A)

(I) We agree to use the services of only such persons covered by this contract, who on and after the thirtieth (30th) day following the beginning of our use of their services are and continue during the term of this agreement to remain members in good standing of the American Federation of Musicians, provided however, that neither party shall be called upon or required to take any action hereunder until permitted so to do by valid and existing laws.

(II) As to the musicians referred to or engaged under the stipulations of this contract who are members of the American Federation of Musicians, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any presently existing and valid law, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(III) Any member or members who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any lawful strike, ban, unfair list, order or requirement of the Federation against any employer, shall be free to cease such services and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(IV) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any presently existing and valid law.

No changes in the Federation's Constitution and By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the express provisions hereof.

(B)

(I) Only the services of members in good standing of the American Federation of Musicians shall be used for the performance of instrumental music.

(II) As the musicians referred to or engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(III) Any members of the American Federation of Musicians who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list, order or requirement of the Federation against any employer, shall be free to cease such services and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(IV) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement. No changes in the Federation's Constitution, By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the express provisions hereof.

7. In the event that Governmental approval is required as a prerequisite of paying any part of the wages or other benefits at the rates provided for herein, or in the aforesaid agreements between us and locals of the Federation, and such approval is finally granted only in part, or is denied, then such unapproved rates or other benefits, or such unapproved portion thereof, shall become effective when and to the extent that the applicable statutes, regulations or orders are altered or repealed permitting such effectiveness.

8. In the event that complete approval is not granted by Governmental authorities within thirty (30) days after the date hereof, the Federation may, at its option, void this agreement and/or any agreement executed between us and locals of the Federation entered into from and after the date hereof.

If you agree that this letter correctly reflects the conclusions with respect to the above matters, kindly sign the enclosed copy of this letter in the space provided below and return it to us.

Very truly yours,

By _____

Agreed to:

AMERICAN FEDERATION OF MUSICIANS

By _____

JAMES C. PETRILLO, President.

National Television Agreement

(Continued from page sixteen)

2. MATTERS UNDER JURISDICTION OF LOCALS

(A) Local Live Television Broadcasts

The subject of local (as distinguished from network) live television broadcasts shall remain within the jurisdiction of the locals of the American Federation of Musicians in whose respective jurisdictions such local television broadcasts take place.

(B) Live Auditions (Not On Air)

Rates for live auditions for proposed television programs which are not broadcast are to be established with the locals in whose respective jurisdictions such auditions take place.

3. MINIMUM SCALES FOR LIVE NETWORK TELEVISION BROADCASTS

In the past, the Federation has granted concessions from regular rates in order to assist the television industry in its early development. The need therefor having terminated, such concessions shall cease from and after the effective date of this agreement and the basic minimum scale for live network single and weekly television engagements shall be the same as the applicable radio scales.

4. FILM (AUDITION AND KINESCOPE)

The following provisions of this Section "4" apply to our production of films containing sound track of performances by musicians and/or pictures of musicians performing. Only the films produced for the type of use specified in this Section "4" are intended to be covered by this agreement and no agreement is hereby made governing or relating to the use of musicians for any other films. Except as provided by separate agreement between you and us, we will not use musicians within your jurisdiction to make any other films.

(A) Auditions

We may use musicians in the production of audition films to solicit sponsors for live shows, subject, however, to the following conditions:

(i) We will pay such musicians at rates to be established by the respective locals in whose jurisdictions the audition films are made.

(ii) Under no circumstances will we exhibit such audition films publicly on television, in theatres, or in any other manner except privately to prospective clients and advertisers for the purpose of selling a show of which the audition film is a sample.

(iii) We will at all times retain ownership and control of all negatives, positives, duplicates, prints and other reproductions of the audition film (herein called "reproduction"), and each such reproduction shall bear a prominent legend, the language of which shall be approved by the A. F. of M., setting forth the conditions set forth in sub-paragraph (A) (ii) above.

(iv) Upon request, we will furnish to you a copy of any film made pursuant to this sub-paragraph "(A)" of Section "4."

(B) Kinescopes

We may make kinescopes of live television broadcasts of performances by musicians and exhibit same, but may do so only subject to the following conditions:

(i) Such kinescopes shall be produced only at a time when the live television show is being regularly broadcast by an owned or affiliated station; it may not be produced at a time when the live television show is not part of the normal program service of such station or when such broadcast is made primarily for the purpose of producing a kinescope under this paragraph.

(ii) Such kinescopes may be subsequently broadcast only by television stations which, at the time of the live television broadcast are affiliated with the network from whose station the live show emanates.

(iii) Such kinescopes may be broadcast only one time by each affiliated station within sixty (60) days after the broadcast of the live television show.

(iv) We will at all times retain ownership and control of all negatives, positives, duplicates, prints and other reproductions of the kinescope.

(v) Neither the kinescope or sound tracks or any part or parts thereof, which contain musical performances or pictures of musicians performing, shall be extracted or used for purposes other than those specifically permitted by this sub-paragraph "(B)" of Section "4."

(vi) Upon request, we will furnish to you a copy of any kinescope made pursuant to this sub-paragraph "(B)" of Section "4."

5. REMOTE LIVE TELEVISION BROADCASTS (LOCAL AND NETWORK)

All rates for remote live television broadcasts of any kind, whether local or network, shall be within the exclusive jurisdiction of the Federation, as distinguished from its locals.

6. SIMULCASTS

When live programs are simultaneously broadcast over radio and television (simulcast), the musicians performing on each such simulcast, in addition to the radio payment, shall be paid the applicable radio live repeat fee for each such commercial simulcast and \$10.00 for each such sustaining simulcast.

7. MAKE-UP AND/OR COSTUMING

Musicians called in for costuming or make-up, either for live television broadcasts or rehearsals therefor, will be paid \$12.00 for such costuming or make-up. In no event shall musicians be called in for such purpose more than one hour prior to such rehearsal or live television broadcast, so that the make-up and/or costuming time shall immediately precede such rehearsal or television broadcast. It is agreed that musicians may be required to wear tuxedos or business suits for no additional fee.

8. PROGRAMS INVOLVING MULTIPLE SPONSORSHIP

(A) Cooperative Programs

Network programs of the so-called "cooperative" type (i.e., network programs which are simultaneously sponsored by different sponsors in various localities) shall be paid for at the same rates as would be applicable to such programs if they were sponsored by a single sponsor.

(B) Participating Programs

Network programs of the so-called "participating" type (i.e., a network program which constitutes one integrated unit in the course of which advertising credits are accorded to two or more sponsors without allocation of any specific portion of the program to any particular sponsor), when employing single engagement men, shall be paid for at the single engagement rate plus \$5.00 per man in addition to the foregoing sums for each one-half-hour or portion thereof.

(C) Segmented Programs

Network programs of the so-called "segmented" type (i.e., a network program in which advertising credit for a specific period of time is given to one sponsor) shall have each segment treated as a separate engagement.

(D) Composite Programs

Network programs of the so-called "composite" type (i.e., an integrated network program which consists of one or more segments each of which is allocated to a particular sponsor or is unsponsored and one or more periods of time in the course of which advertising credits are accorded to more than one sponsor without allocation of any specific portion of such time to any particular sponsor), when employing single engagement men shall be paid for as follows:

(a) Each segment allocated to a particular sponsor or which is unsponsored shall be paid for at the single engagement rate.

(b) Each period of time in the course of which advertising credits are accorded to more than one sponsor without allocation of any specific portion of such time to any particular sponsor shall be paid for at the single engagement rate applicable to such period of time, plus \$5.00 per man in addition to the foregoing sums for each half-hour or portion thereof.

9. The Federation and its locals shall be the exclusive bargaining agent of musicians.

10. The following provisions contained in subdivision (A) of this paragraph "10" shall be included in, and whether or not so included, shall be deemed a part of all contracts calling for services between us and members of the Federation and in all agreements between us and locals of the Federation. Such provisions are included herein by the parties in order to conform to the requirements of laws which have been enacted since June 1, 1947. If during the period of this agreement, such laws are amended, repealed or judicially ruled upon in a case where no further appeal can be taken legally, with the result that such provisions would not have been required or occasioned by law had such amendment, repeal, or judicial ruling occurred before the date hereof, then, at the request of the President of the Federation, any or all of the provisions contained in said subdivision (A) shall be eliminated from this agreement and from contracts relating to the rendition of services for us by members of the Federation, as aforesaid, and any or all of the provisions contained in subdivision (B) of this paragraph "10," relating to similar subject matter, as the said President may choose, shall be substituted therefor and shall govern the parties' relationship to the extent which such amendment, repeal or judicial ruling shall permit;

(A)

(i) We agree to use the services of only such persons covered by this contract, who on and after the thirtieth (30th) day following the beginning of our use of their services are and continue during the term of this agreement to remain members in good standing of the American Federation of Musicians, provided however, that neither party shall be called upon or required to take any action hereunder until permitted so to do by valid and existing laws.

(ii) As to the musicians referred to or engaged under the stipulations of this contract who are members of the American Federation of Musicians, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any presently existing and valid law, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(iii) Any member or members who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any lawful strike, ban, unfair list, order or requirement of the Federation against any employer, shall be free to cease such services and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(iv) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any presently existing and valid law. No changes in the Federation's Constitution and By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the express provisions hereof.

(B)

(i) Only the services of members in good standing of the American Federation of Musicians shall be used for the performance of instrumental music.

(ii) As the musicians referred to or engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(iii) Any members of the American Federation of Musicians who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list, order or requirement of the Federation against any employer, shall be free to cease such services and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(iv) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement.

(Continued on page twenty-one)



Bobby Hackett



Edward W. Rebner



Ralph Flanagan



Dizzy Gillespie

BOBBOY HACKETT is unique in the jazz field, in that he not only plays any kind of music wonderfully, but is also recognized as a terrific performer by members of all the schools. He is currently on leave from his chores on the studio band of the American Broadcasting Company, and is touring with his combination that includes Don Marino, drums; Bob Casey, bass; and Charlie Queener, piano. Hackett's cornet has long been recognized as one of the best in the jazz field, having won him many citations. Hackett has always combined his "for pleasure" playing with more lucrative assignments, and has done real well in both fields. According to Bobby, "The only good music is independent of fads. And a good musician hears in his subconscious, sort of, slowly absorbing the best of what he hears into his own playing." Judging from the appreciation other musicians have for his music, not only has Bobby Hackett gathered the best of what he has heard, but must play it.

MMARTIN ROMAN, pianist, bandleader and composer, now appearing at the Habibi Club in New York, was the first American jazz pianist to appear in Israel. There, at the Eden Club, he fronted a trio of piano, bass and drums, coming up with exciting and unusual music, so that the Eden Club became the center of nightly activity in Tel Aviv. The new state of Israel is profoundly music-conscious, sponsoring its own symphony orchestra and creating its own music. There has not, however, been much encouragement for the jazz musicians. Fine musicians in this category are not having an easy time. But with emissaries like Martin Roman playing both in the States and Israel, they are at least getting some of the attention they deserve. Mr. Roman has been an emissary before this. He played with Coleman Hawkins and Benny Carter in Switzerland and Holland. From Holland, thanks to the Nazis, he waited in concentration camps for liberation by the United States Army, which came in 1945. In Paris he formed a small swing band and worked for all the Red Cross clubs. He will also be remembered for his work on the "showboat" cruising down the Seine. Thence he came to America, and with an unusual quartet of piano, swingharp, accordion and bass he worked at the President Hotel in Atlantic City. Soon after Israel and his trio, and now again the States. With this wide traveling and continual experimentation in musical possibilities, Martin Roman is constantly introducing new musical ideas and adding to the scope of jazz music.

They're Making Music News



Martin Roman, piano; Ernst Hirsch, bass; John Garson, drums.

BBEGINNING his studies with Paul Hindemith at the State Academy in Berlin, Edward Rebner discovered his main interest in America. The high performing standards for woodwind and brass instruments on these shores impressed him to such an extent that his compositions have sought to restore the identity and independence of these instruments through solo and chamber music works. Since Mozart, chamber music for wind instruments has lain dormant, to be revived only in our century by Stravinsky, Hindemith, Milhaud and their cohorts. Mr. Rebner's own compositions, "Woodwind Quintet" and "Sextet," "Suite 1492 for Trumpets, Woodwinds and Percussion," "Inventions for Two Trumpets," and "Anachronistic Variations for Brass Quintet," have not only been performed with enthusiasm, but have been greeted with applause from performing artists.

OON March 15, 1950, the Ralph Flanagan orchestra was formed, and began one of the fastest climbs to the top in the history of popular band music. Coming off with first place on a goodly number of the national polls, Flanagan has established records in box-office figures wherever he played. After setting a five-year record figure at the Palladium, Flanagan and his crew are now on a tour of the Northwest

(including Canada), and will work their way back to the East coast for the spring. Featuring the charming personality of Ralph Flanagan, clever, smooth orchestrations and much special arranging, the band has been taken to heart near and far, and this is only the beginning. Most top bands of today struggled through their early history, disbanding, trying again and again until they hit that special number or played that one date that brought them to the black side of the ledger permanently. Arranger Flanagan has not had to go through this long, hard climb. From his first near-New York playdate at Frank Dailey's Meadowbrook, Flanagan and his crew have not faltered once. Consistency and sound musicianship have kept the boys going, and they certainly have been doing that wherever they played. Their records have sold in the millions. Why even the U. S. Army and Air Force have recognized his crowd-getting possibilities and sponsor his program on the American Broadcasting System as an enlistment-inducer. In mileage alone the young maestro and his group have covered 32,000 miles in their first year; in popularity it's more like several light years. As his next year promises to have him even more on the road, there's no telling how high his popularity will go.

WITH the help of a sensational trumpet, a goatee, beret and glasses, Dizzy Gillespie has succeeded in popularizing his own style of playing. He has toned down a bit the original violence of his be-bop, so that it is now quite suitable for dancing, and the music has spread like wildfire throughout America. Recently, on a visit to Sweden and Denmark, Dizzy Gillespie and his music invaded Europe, too. Born in Cheraw, South Carolina, Gillespie has made quite a name for himself with his highly original style, imaginative arrangements and fabulous personality. Since the highest flattery is imitation, Dizzy Gillespie has arrived. Not only is he widely imitated in his personal appearance, but the devotees of his kind of music have formed themselves into a cult.

Lionel Hampton first used him in one of his Carnegie Hall concerts. Dizzy was given a couple of solos. Then the New Jazz Foundation chose Dizzy as a "young man who has made a tremendous contribution to contemporary music" and built a concert around him at Town Hall. The logical next step followed—a band was built around him. Now, with his All Star Sextette, Dizzy is bringing the latest word in music to avid audiences in the better bistros. Right now it's the Birdland in New York.

INTERNATIONAL MUSICIAN

National Television Agreement

(Continued from page nineteen)

No changes in the Federation's Constitution, By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the express provisions hereof.

11. In the event that Governmental approval is required as a prerequisite of paying any part of the wages or other benefits at the rates provided for herein, or in the aforesaid agreements between us and locals of the Federation, and such approval is finally granted only in part, or is denied, then such unapproved rates or other benefit, or such unapproved portion thereof, shall become effective when and to the extent that the applicable statutes, regulations or orders are altered or repealed permitting such effectiveness.

12. In the event that complete approval is not granted by Governmental authorities within thirty (30) days after the date hereof, the Federation may, at its option, void this agreement and/or any agreement executed between us and locals of the Federation entered into from and after the date hereof.

If you agree that this letter correctly reflects the conclusions with respect to the above matters, kindly sign the enclosed copy of this letter in the space provided below and return it to us.

Very truly yours,

By _____

Agreed to:

AMERICAN FEDERATION OF MUSICIANS

By _____

JAMES C. PETRILLO, President.

Television Film Labor Agreement

(Continued from page seventeen)

film and/or sound track which shall embody pictures of musicians or instrumental music, for or on account of any other person engaged in the production or exploitation of motion picture films and/or sound tracks unless authorized in writing by the Federation.

8. You do hereby recognize the American Federation of Musicians of the United States and Canada as the exclusive bargaining representative of persons employed as musicians under this agreement.

9. The following provisions contained in this paragraph "9" shall apply to services to be rendered hereunder within the Dominion of Canada; to such services rendered at such places within the United States, when the valid and subsisting laws of such places shall not render unlawful the inclusion or enforcement thereof; and to such services when rendered under such circumstances as are not covered by any valid and subsisting laws rendering illegal the inclusion and enforcement thereof. Such provisions shall also be included in, and whether or not so included, shall be deemed part of all contracts calling for such services, at places or under circumstances as aforesaid, between you and members of the Federation:

(a) Only the services of members in good standing of the American Federation of Musicians shall be used for the performance of all instrumental music in the production of motion picture films and/or sound tracks.

(b) As the musicians referred to or engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(c) Any members of the American Federation of Musicians who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list, order or requirement of the Federation against any employer shall be free to cease such services and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(d) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement. No changes in the Federation's Constitution, By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the provisions hereof.

10. The following provisions contained in this paragraph "10" shall apply to such services not covered by the provisions of paragraph "9" hereof and shall be included in, and whether or not so included, shall be deemed a part of all contracts calling for such services between you and members of the Federation. Such provisions represent modifications of terms, conditions and covenants dealing with similar subject matter, which were contained in agreements between the Federation and employers of members of the Federation on June 1, 1947, or as set forth in paragraph "9" hereof, and are included herein by the parties in order to conform to the requirements of laws which have been enacted since June 1, 1947. If during the period of this agreement, such laws are amended, repealed or judicially ruled upon in a case where no further appeal can be taken legally, with the result that such provisions would not have been required or occasioned by

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law had such amendment, repeal, or judicial ruling occurred before the date hereof, then, at the request of the President of the Federation, any or all of the following provisions shall be eliminated from this agreement and from contracts relating to the rendition of services in the production of motion picture films and/or sound tracks for you by members of the Federation, as aforesaid, and any or all of the provisions relating to similar subject matter contained in such agreements between the Federation and employers in effect on June 1, 1947, or set forth in paragraph "9" hereof, as the said President may choose, shall be substituted therefor and shall govern the parties' relationship to the extent which such amendment, repeal or judicial ruling shall permit;

(a) You agree to use the services of only such persons covered by this contract, who on and after the thirtieth (30th) day following the beginning of your use of their services are and continue during the term of this agreement to remain members in good standing of the American Federation of Musicians, provided however, that neither party shall be called upon or required to take any action hereunder until permitted so to do by valid and existing laws.

(b) As to the musicians referred to or engaged under the stipulations of this contract who are members of the American Federation of Musicians, and to the extent to which the inclusion and enforcement of this paragraph is not prohibited by any presently existing and valid law, nothing in this contract shall ever be construed so as to interfere with any obligation which they may owe to the American Federation of Musicians as members thereof.

(c) Any member or members who are parties to or are affected by this contract, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any lawful strike, ban, unfair list, order or requirement of the Federation against any employer shall be free to cease such services and shall be free to accept and engage in other employment of the same or similar character, or otherwise, for other employers or persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding.

(d) All present provisions of the Constitution, By-Laws, rules and regulations of the Federation are made part of this agreement to the extent to which their inclusion and enforcement as part of this agreement are not prohibited by any presently existing and valid law. No changes in the Federation's Constitution and By-Laws, rules and regulations which may be made during the term of this agreement shall be effective to contravene any of the provisions hereof.

11. The following provisions shall be included in, and whether or not so included, shall be deemed part of all contracts with members of the Federation relating to the rendition of services by such members of the Federation for you in the production of motion picture films and/or sound tracks:

"The contract shall not become effective unless and until it shall be approved by the International Executive Board of the American Federation of Musicians."

12. From and after the date upon which you do not fully and faithfully perform the obligations on your part to be performed under the Trust Agreement aforesaid or from and after the date upon which your performance of such obligations shall become illegal, then, at our option, the provisions of this agreement shall be of no further force and effect for the duration of your failure to perform such obligations or for the duration of the illegality of your performance of such obligations, as the case may be.

(a) You agree that you shall furnish to us, simultaneously with your delivery thereof to the Trustee, copies of any and all statements submitted to the Trustee pursuant to said Trust Agreement.

(b) You agree that we shall have the right from time to time, without limitation to the duration of this agreement, and at all reasonable times during business hours, to have our duly authorized agents examine and audit your records and accounts concerning all transactions, the gross revenues from which are subject to percentage payments pursuant to said Trust Agreement, and such other records and accounts as may be necessary; such examination and audit to be made for the purpose of our verifying any statements made by you pursuant to said Trust Agreement, during a period not exceeding two (2) years preceding such examination, and of determining the amount of payments due by you thereunder. You agree to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.

13. It is further agreed that any contract in existence at the termination of this agreement (whether such termination is caused by expiration, breach, or otherwise), made and entered into by you with local unions, members of the Federation, licensed booking agents, personal managers, film producers, symphony associations or others, for the employment of and rendition of services by members of the Federation, shall not impose any obligation on the part of members of the Federation to render further musical services for you unless this agreement is renewed or a new one entered into permitting the same; in the event this contract is not renewed or a new one is not entered into, such members may, at their option, render services to any others without obligation or liability to you.

14. The rights granted to you under this agreement are hereby declared to be personal to you and you agree that you will not (a) transfer, assign or attempt to transfer or assign this agreement or any part thereof, or any contract or any part of any contract for the performance of the services of any member of the Federation, or (b) give to any one else control over the foregoing, without our prior written consent, which consent shall not be unreasonably withheld.

15. (a) Subject to the provisions of subsection "(b)" of this paragraph, this agreement shall commence on June 1, 1951, and shall terminate on January 31, 1954.

(b) In the event that Governmental approval is required as a prerequisite to your paying the wages or other benefits at the rates provided for herein or for your performing your duties and obligations pursuant to the said Trust Agreement, this agreement shall not become effective until such approval shall be granted or until a ruling of duly constituted authorities shall hold such approval unnecessary; provided, however, that we shall have the option of permitting this agreement to become effective; such option being exercisable by our informing you that we elect to substitute other payment provisions for the terms calling for payments hereunder provided that such substituted provisions are lawful and that they do not require an aggregate payment in excess of that required by the terms hereof calling for payments.

Your signature in the space provided below will constitute this a binding agreement between you and ourselves.

Very truly yours,

AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA

Agreed to: _____
By _____

By _____
Attest _____

EXHIBIT "A"
WAGE SCALES, HOURS OF EMPLOYMENT
AND WORKING CONDITIONS

I. SIDE LINE MUSICIANS

1. "Side line," "Atmosphere" or "Silent." Work day starts at time and place ordered to report and ends when dismissed at studio or in the city.

2. WEATHER PERMITTING CALLS:

When side line musicians are ordered to and do report and are then dismissed on account of weather conditions which preclude the picture from being photographed, musicians so dismissed shall be paid \$9.38. Leader, double.

3. FITTINGS AND INTERVIEWS:

When called upon any day or time other than the day of employment for fitting of costumes or type interview, musicians shall receive \$9.38 for two hours and thirty minutes. Leader, double.

4. THERE SHALL BE NO STAND-BY CALLS.

5. NOTIFICATION OF CALLS:

All calls for side line musicians shall be made not later than 6:00 P. M. on the day preceding the call, except in emergency, and except at the end of any photographic day; calls for the following day may be given to the side line musicians.

6. BASIC SCALES:

Minimum pay for any call (except as otherwise herein specified)	\$28.13
Consecutive work hours between 6:00 A. M. and 6:00 P. M. shall be paid at the rate of straight time—per hour or fraction thereof	3.51
Consecutive work hours after 6:00 P. M. shall be paid at the rate of time and one-half—per hour or fraction thereof	5.28
When a minimum of \$28.13 is earned, excess is to be paid as follows: Before 6:00 P. M.—per hour or fraction thereof	3.51
Overtime after 6:00 P. M. up to ten minutes, one-half hour at time and one-half shall be paid	2.64
Overtime after 6:00 P. M. in excess of ten minutes, per hour or fraction thereof	5.28

All work hours must be consecutive (except that a one-hour meal period, deductible from work time, will be allowed in nine hours).

7. ONE PERSON ALONE:

Subject to above schedule of hours 34.38

8. LEADER'S AND CONTRACTOR'S PAY:

Leaders or contractors shall receive double the sidemen's scale.

9. ON LOCATION:

When working on location at a distance, making commuting to and from engagement impracticable or impossible, daily schedules to apply. Travel time begins when the musician reports for travel pursuant to instructions, and ends when the musician arrives at destination. Travel time between 6:00 A. M. and 6:00 P. M. only will be computed as work time, but not to exceed eight hours per day. Travel time rate, \$3.51 per hour. Leader, double.

All expenses shall be paid by the producer, including transportation, meals and reasonable sleeping accommodations, in addition to regular daily schedules.

10. MEALS:

Break for meals to come at approximate meal time, twelve to two and six to eight. This provision is not to be in contravention of any State law.

11. RECORDING BY SIDE LINE MUSICIANS:

If side line musicians record, they get paid for recording session. This shall not apply if the men play but do not record.

12. WARDROBE:

Side line musicians are not to be required to provide any wardrobe other than tuxedo, business suit or full dress.

13. SUNDAYS AND HOLIDAYS:

Double time scale shall prevail for work on Sundays and the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

II. MOTION PICTURE RECORDING MUSICIANS

14. RATES AND CONDITIONS:

For a single session, consisting of 3 hours or less, during which (a) only 1 picture of no longer than 30 minutes duration may be made, or (b) no more than 5 pictures of no longer than 3 1/2 minutes' duration may be made, or (c) no more than 9 spot announcements of no longer than 1 minute duration may be made, per man \$50.00
Engagements of two sessions (completed within 12 hours of time called) may be divided into two periods at convenience of producer, with not less than one hour between sessions.
All work time consumed between the hours of midnight and 8:00 A. M. shall be paid at the rate of time and one-half.
Leader or contractor, double recording musician's rate.
Overtime not later than midnight, per 15 minutes or fraction thereof, per man 4.16
Overtime after midnight, until 8:00 A. M., per 15 minutes or fraction thereof, per man 6.24
Overtime must immediately follow a regular session. All hours not continuous will be charged as additional sessions.

15. REST PERIOD:

Intermission of ten (10) minutes per hour away from stand must be given on all engagements, with the understanding that it means ten minutes from the time musicians leave stands until they return and are ready to play. The producer is privileged to accumulate two rest periods.

16. DOUBLING RATES AND CONDITIONS

(a) NOTE: The following are not construed as doubling:
Saxophone family
Oboe and English horn
Flute and Piccolo
Organ and Celeste (when furnished)
Piano and Celeste (when furnished)
Drummer's regulation outfit (consisting of bass drum, snare drum, pedal cymbals, gongs, bells, wood blocks, and small traps).
(b) Xylophones, vibraharp, chimes and bells are not construed as doubles when played by one musician with no other double.
(c) Doubling of any instrument, 50% of basic rate extra.
(d) In computing the compensation for doubling, all time from the start of the recording engagement shall be considered in three-hour sessions regardless of the unequal division of two sessions.
(e) Doubling of only one instrument shall be allowed in any such three-hour session.
(f) Doubling price shall be paid for minimum of three hours in any such session in which two instruments are used.
(g) When same double is continued during overtime, doubling price shall be paid upon overtime basis.
(h) When another instrument is doubled during overtime, doubling price shall be paid for minimum session of three hours.
(i) Doubling pay shall not be applied against minimum guarantee.

17. ON LOCATION:

Engagements on location over 25 miles but not more than 100 miles from point (inside jurisdiction) ordered to report, \$8.31 per hour extra for time consumed in traveling to and from location.
Over 100 miles to be arranged with Federation.

18. SUNDAYS AND HOLIDAYS:

Double time scale shall prevail for work on Sundays and the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

19. MEALS:

Lunch and dinner periods should be between the hours of twelve and two, and six and eight, respectively.

III. SINGLE MUSICIAN (Non-Recording)

The following applies to employment of musicians rehearsing performers such as dancers, singers, etc.

20. DAILY SCHEDULE:

Single session (three hours or less) \$24.94
Two sessions (six hours) completed within twelve (12) hours of time called ending not later than midnight 41.56
Engagements of two sessions (completed within twelve (12) hours of time called) may be divided into two periods at convenience of producer, with not less than one hour between sessions.
Overtime, not later than midnight, per fifteen (15) minutes or fraction thereof 2.08
Overtime, after midnight, until 8:00 A. M., per fifteen (15) minutes or fraction thereof 3.13

Overtime must immediately follow a regular session. All hours not continuous will be charged as additional sessions.

21. SUNDAYS AND HOLIDAYS:

Double time scale shall prevail for work on Sundays and the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

IV. ARRANGERS, ORCHESTRATORS, COPYISTS, PROOFREADERS, LIBRARIANS GENERAL RULES

22. Musical orchestrators shall be paid at the prevailing motion picture orchestrating rate for all orchestrations when initially used for motion pictures for exhibition over television broadcasts, but with no additional compensation for any subsequent motion picture use on television broadcasts. This also applies to orchestrations already in the possession of any orchestra or band leader, which were originally made for other than television motion picture purposes. Orchestrations initially used for television motion picture purposes shall not be used for any other purpose unless the orchestrating rate applicable to such other use at the time thereof shall be paid to the orchestrator.

23. Cutting, pasting or a similar musical service, to be charged for at regular time rates as specified in each classification under which musician is engaged at the time, except, when musician is engaged on work by the page and required to cut, paste or render similar service, such service to be paid for at the rate of \$4.16 per hour in periods of not less than fifteen minutes.

24. Orchestrating is defined as the art of scoring the various voices of any already written composition complete in form. A composition is considered complete in form when it fully represents the melodic, harmonic, and rhythmic structure.

25. Prices quoted in this section refer to Orchestration only and must not be interpreted as to include or apply to creative contribution such as reharmonization, paraphrasing, or development of a composition already complete in form. Prices for arranging are left to the discretion of the person doing the work, provided, however, that the price charged shall never be less than the minimum for orchestrating.

26. Orchestrators shall not attend recordings of their orchestration unless they are paid as per regulations.

27. The pay rate for work on Sundays or legal holidays shall be double all prevailing scales and rates herein enumerated. Legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

28. After working on an overtime rate, eight rest hours shall elapse before resuming single scales. When called back before the expiration of the eight-hour rest period and when intervening time between dismissal and recall is four hours or less, then such intervening time and succeeding consecutive work hour shall be paid at the applicable overtime rate as though there had been no time off. If the intervening time between dismissal and recall is more than four but less than eight hours, the musician shall be paid at the applicable overtime rate for all succeeding work time.

29. Meal periods shall be observed at approximate conventional times. In no case shall any work session exceed six hours without a meal period of at least one-half hour but no more than one hour.

30. An hourly as well as a per page rate in the copying field having been agreed upon, the producer agrees that it is not its intention to utilize these dual rates to the disadvantage of the copyist, the understanding being that these rates were promulgated for the convenience of the studio and not to give the studio any advantage in the selection of the rate to be applied.

31. All manuscript paper, score paper, music and other necessary items shall be furnished by the producer, or shall be charged for at actual cost.

V. ORCHESTRATORS

32. PAGE RATES

A score page to consist of approximately four (4) measures; come sopras to eight (8) measures to be counted in the space of one measure.
Not more than 12 parts of which one (1) only may be double stave part \$ 4.99
Not more than 25 parts of which not more than two (2) may be double stave parts 6.65
More than 25 parts of which not more than two (2) may be double stave parts 8.31
Piano part taken from voice 8.31
Taking down melody and making lead sheet 4.16
Conductor's part, from score 4.16
Timing pictures, attending recording sessions, per hour 8.31

33. FOR VOCAL SCORING ONLY:-

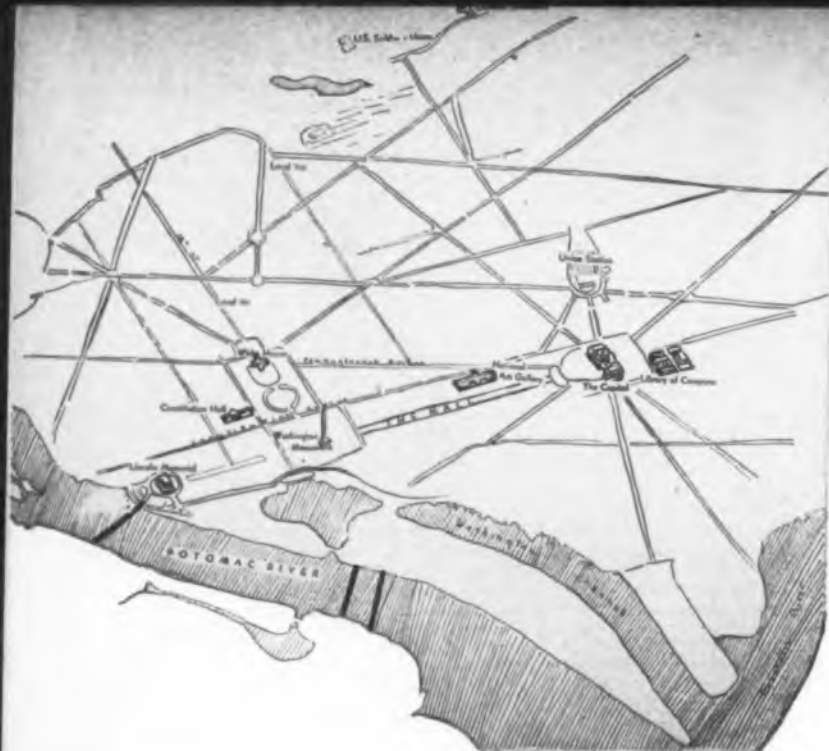
A vocal page to consist of twelve (12) measures.
Up to four (4) voices, per page \$ 3.33
More than four (4) voices, per page 4.99
With piano accompaniment, add per page 1.66

34. MISCELLANEOUS WORK:

For odds and ends such as corrections, alterations, additions, and all other work where computation at page rate is impractical, per hour or fraction thereof \$ 8.31
Minimum call, two (2) hours.

(Continued on page twenty-six)

Music in



Central
Section
of
Washington,
District
of
Columbia

STANDING at one end of the series of glassed-in cubicles in the Music Division of the Library of Congress in Washington, D. C., I gaze ahead at shelves on shelves sheltering more than 2,000,000 musical items. A copy of every piece of music published is deposited here.* Innumerable works commissioned by the Library (through the Elizabeth Sprague Coolidge Foundation) are kept here in manuscript. Here is a folk-lore section with 50,000 items of folk music recorded and twenty-two albums of authentic folk songs. Here are letters from Clara and Robert Schumann; water colors painted by Mendelssohn; Arnold Schoenberg's *Die Glückliche Hand* with a letter from him explaining why one page happens to be rain-spattered. Here is Frederick the Great's flute, a letter written by Claudio Monteverdi in 1630, a calling card of Paganini, 800 early song-books of America. Here are *Lakme*, *Pagliucci*, *Wozzeck* in the handwriting of the composers. Here is the largest collection of Brahms' works in existence. And here, behind that glass door, is a row of leather cases marked "Beethoven." My guide, the Music Division's chief, Harold Spivacke, opened one of the cases, and I looked on the scrawly handwriting of Beethoven, impatient under the spell that gripped it. Whole passages were scribbled out, as if, in a rage, the master had shouted, "Not that!" Then small note-heads peppered down in a cluster of immortal phrases. The page seemed like a moving picture suddenly turned into a "still." Beethoven's hand had come to a halt just here.

There came to me the sense of Washington's being something more than a city, something more than a place of imposing buildings and splendid vistas. Washington was the repository of the world's great works of art. Washington symbolized the United States' role in preserving the culture of the world. Just that afternoon I had read at the Lincoln Memorial the phrase, "... that these dead shall not have died in vain." It took on a new meaning for me now.

That Washington is no ordinary town came to me again as I sat in the garden court of the National Art Gallery, that "785-foot mass of Tennessee marble on the Mall," columned, symmetrical, chastely simple, itself frozen music. The court in which the National Gallery Chamber Orchestra performs is vaulted with translucent glass and walled with all but luminous marble. Greenery leafs against an azalea-circled fountain. The "stage," carpeted in deep rose, backgrounded in buff, projects the sound faithfully.

New compositions, with a new feeling and a new texture, are listened to by an audience seated about the fountain or in rows between the columned inner portion—tourists, attaches, government clerks, soldiers, business men, housewives; music perhaps beyond the comprehension of some, but music which projects into the future. Again I had the feeling of something reaching out beyond the confines of a mere city—a pushing forward of boundaries.

During the American Music Festival, presented in the National Gallery of Art throughout the month of April, works by twenty-two Americans were given, thirteen of them Washington premieres. Since 1943 when Richard Bales took over as the National Art Gallery Music Director, more than 600 American works have been presented. This year, for the second consecutive year, Station WCFM broadcast each of the concerts—this through the co-operation of Local 161, via the Performance Trust Fund. Local 161 has also assisted this group through the sponsorship annually, also via the Performance Trust Fund, of at least one and often two National Gallery Concerts. On numerous occasions this has made possible the introduction of important American scores in the Nation's Capital.

Next to the National Gallery Orchestra itself, a most familiar chamber group is the American University Chamber Music Society. Sponsored by that University, this group has as its aim to "contribute to the cultural life of the community through educational programs exploring the

chamber music literature." It gives, besides periodic concerts at the National Gallery, a series of six concerts at Clendenen Hall on the campus each year. The April 17th concert was composed entirely of contemporary American works. During the current month, the University Orchestra's present conductor, Emerson Meyers, passes his baton over to George Steiner, and will himself become director of the Catholic University of America Chamber Arts Society—its nucleus musicians string quartet Werner Lywen, Paul Cianci, Norman Lamb, John Martin. Other chamber groups perform at the Phillips Art Gallery and in the Coolidge chamber music auditorium.

I attended an evening in this Coolidge Auditorium which is a part of the Library of Congress—a concert by the Budapest Quartet, excellent musicians using Stradivari violins and Tourte bows, the donation of Gertrude Clarke Whittall to the Library of Congress. Perfection it was as near as earthly things can be: music of the masters played by instrumentalists of the highest calibre on instruments acknowledged as among the world's best in an acoustically flawless auditorium.

Pondering on these lavish endowments, on the magnificent buildings, on the unexcelled collections, on the highly trained groups, it came to me that music in Washington takes on the aura of a Federal institution. That at the same time it retains its home-town character is perhaps due to the fact that in so gracious a city nothing can become sterile or bloodless.

Take the National Symphony Orchestra, for instance. Its concert of April 1st was the official function for the Foreign Ministers of the American Republics—their names on the program, their presence, in the circle of boxes, acknowledged by the performers. But it is a home-town orchestra, too, which year-round Washingtonians feel responsible for—an orchestra of men and women who live there and teach there and form chamber units there.

After watching the orchestra's dynamic conductor, Howard Mitchell—he has been on the podium now since March 16, 1947, when the late Hans Kindler laid down his baton due to illness, and was for eighteen years before that cellist in the orchestra—taking the men through their paces at rehearsal, I sought him out backstage. He speaks rapidly, vehemently. "It's the projects that come out of a symphony that matter as much as the symphony," he emphasizes... "Take the Cinderella Ballet last week. I wanted to bring an actual performance of ballet to young people who might not have a chance to see it otherwise. We provided the orchestra, music, hall and publicity. The Washington School of Ballet provided the dancers, costumes and choreography. The children loved it. They filled the auditorium. They clapped and clapped. They stood up and cheered."

"Your youth concerts—how did they start?"

"I got the idea I could sell a series of children's concerts—could get business houses interested. So I went to a local department store. 'I'll take one.' To a life insurance company.

* Much of this music is loaned out on request. Apply through your home town public library and they'll do the rest on the inter-library loan system.

in Our Nation's Capital



Emerson Meyers



Richard Bales

a bank, a drug store, the Junior League. We sold seven free children's programs that way. The December 8th concert, for instance, was put on by a big department store here in Washington. The children come to the orchestra hall. It's free—but they have to pay bus fare—about thirty cents. That's a lot to them. They do it and they come the long way here. That shows they're interested."

"And your summer series?"

"A fine magnet for the winter series. The concerts at Watergate, played from a barge anchored in the Potomac, draw a lot of non-concert-goers—make them interested. Those that pay for chairs and those that just sit on the grass in front of Lincoln Memorial. Tourists, too. It's good publicity for Washington. The water carries the sound perfectly. It's a wonderful setting."

This I myself could vouch for. The summer before during a weekend visit to Washington I had spent an unforgettable evening listening to the orchestra from a canoe anchored near the barge. The sound came from everywhere, like the sound of wind or waves. It seemed as much a part of that quiet, radiant night as the moonlight itself.

But my thoughts took a sudden turn. "The orchestra's finances—what about them?"

Mr. Mitchell drummed his fists softly on the table. "We called the leaflet advertising the twenty-first annual sustaining fund drive, which began January 16th. 'Money makes music.'" he told me grimly. "It takes a lot of money for the National Symphony to provide twenty concerts at popular prices, twelve special children's events, ten popular free concerts, Watergate concerts, an annual ballet performance, a tour, concerts at nearby colleges and universities. The National Symphony is the only major orchestra which is obliged to depend wholly on ticket sales and its annual sustaining fund. But we're making a go of it. We're having our summer concerts this year—even if, as everyone knows, it is a hard year for symphony orchestras."

I believed they were making a go of it when the next day I heard the concert itself, presented to a packed house: a Gershwin program with Oscar Levant the soloist. Here was music projected with gusto; absolute understanding between orchestra, conductor and soloist. The audience to a man sat with eyes riveted on the platform. At the close after the applause and the cheering, they went out humming snatches from *Rhapsody in Blue*, *Porgy and Bess* and *An American in Paris*. For days this music would run through the heads of the clerk in the drug store around the corner from the White House, the economist collecting material for a book in his cubicle at the Library of Congress, the housewife taking down her curtains for Spring cleaning, the sculptor moulding clay in the class at Corcoran Art School, the waitress pouring coffee at the restaurant across from the Agricultural Building.

But back to Washington's "official" music. That city's welcome to President Auriol would not have been complete without the services of

music. The Boston Symphony Orchestra was chosen for the official concert on March 31st. And a gala affair it turned out to be: programs bordered in tri-color; flags banked at back of stage; debutantes and matrons in a sea of silks and velvets banding the hall at box level; audience and orchestra assembling early; French conductor Charles Munch acknowledging the applause and then standing quietly near the podium, waiting, his eyes on the Presidential box; the President's party arriving and the orchestra striking up *La Marseillaise*, followed by *The Star-Spangled Banner*; a sense of the universality of music sweeping the hall—its ability, given the chance, to bind all hearts.

Whether presented as a governmental function or just-for-the-pleasure-of-it concert, music must have a practical basis in any city. To find out about this side of it, I went to Local 161. Five members of the National Symphony—members elected by the orchestra men themselves as sort of liaison officers—happened to be there at the time discussing problems between management and membership and plotting out plans for the future. After they had left, I had a talk with genial President Paul Schwarz on the special headaches of the Washington local (United States Service bands figure largely in these.) then went to Local 710 which is, I discovered, just around the corner from the boyhood home of Duke Ellington. (He and John Philip Sousa were both Washington-born. Francis Scott Key, author of "The Star-Spangled Banner," and John Howard Payne, composer of "Home, Sweet Home," were residents there.) Said Local 710's president, George F. Robinson, "In all the eighteen years I have been an officer of Local 710, I want to say the relationship between this local and Local 161 has been absolutely harmonious. They refer engagements to us and we refer engagements to them. It is like one local with two different buildings. The understanding is perfect. Please write that in your article."

Now back to Local 161 where Jack Allyn, its secretary, has volunteered to do the honors by giving me a glimpse of the Capital's night life. He checks through the many hotels this local supplies with music: the Ambassador, Annapolis, Burlington, Carlton, Congressional, Hamilton, Lee, Mayflower, Raleigh, Shoreham.

Statler, Willard, and through the names of musicians performing there: George Smith, Lynn Reynolds, Don Mathis, Roman Ramos, Sidney (at the Mayflower Hotel), Nate Shanks, Jack Maggio, Danny Driscoll, Jean Rainey, Bob Grant, Johnny Shaw, Sammy Ferro, Maxim P. Lowe, "Barnee" (leader of Max Lowe's Blue Room orchestra at the Shoreham), Sandy Williams, Evelyn Tyner, Jack Morton, Steve Kiskey, Beach Johnson, and Tommy Johnson. He decides on the Ambassador first. As we enter the Hi-Hat Cocktail Lounge the George Smith trio—Harold Vco, violin, Eddie Whitsel, piano, George Smith, Bass—are rendering "Happy Birthday" to a visiting celebrity. They play jazz or "classical" with generous indiscriminate, and they play both well. Now on to the Mayfair where the Sammy Seymour trio are holding forth in the dimly lit, map-walled Cafe of All Nations. The tables converge on the music. The air hums with talk. The rhythms ripple out, staccato and rambunctious. The audience is listening to pianist Nini Baker's arrangement of *The Donkey Serenade*. Sammy Seymour (sax, clarinet and bongo drum) is looking over to us and grinning as he drums out a new rhythm.

I remember the guitar player, Hugh Barteman, as the banjoist at the National Symphony Orchestra's Gershwin program. Watching him now strumming his guitar in the dim glow of the Mayfair Room and recalling that banjo theme, *I got plenty o' nuthin'* soaring above the orchestra in Constitution Hall, I realize again how interwoven Washington's musical life is.

I realize, too, that Washington—with a dignity in its libraries and in its ceremonies commensurate with its position as the seat of our government, is still first of all a city where people like to hear and to make music in their own right, a city where people go far and wait long to hear compositions written and played by their fellow citizens, a city where strings, wind and percussion players draw studied sounds from their instruments because this to them is the one reasonable and happy way of life.

—Hope Stoddard.

Howard Mitchell conducts the National Symphony Orchestra





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Television Film Labor Agreement

(Continued from page twenty-three)

VI. COPYISTS, PROOFREADERS, ETC.

35. DAY CALLS:

Three hours or less, ending not later than 8:00 P. M.	\$15.63
Eight hours, between 8:00 A. M. and 8:00 P. M.	31.25
Continuous hours overtime with day call to midnight, per hour or fraction thereof	4.16
Continuous hours overtime with day call after midnight, per hour or fraction thereof	6.24

36. NIGHT CALLS:

Three hours or less, between 8:00 P. M. and 12 midnight	18.75
Six hours, between 12 midnight and 8:00 A. M.	31.25
Continuous hours overtime to midnight, per hour or fraction thereof	4.16
Continuous hours overtime after midnight, per hour or fraction thereof	6.24

37. BY THE PAGE:

A copyist engaged to do work by the page shall be guaranteed not less than \$15.63 for the engagement (it being understood that the producer is entitled to the equivalent in service). Waiting time after copyist reports for work to be charged for at the rate of \$3.33 per hour or fraction thereof.

All work to be computed by pages and half pages.

A page to consist of twelve (12) staves, and a half page up to six (6) staves.

Half pages to be computed at half the amount of the regular full-page price.

One (1) page, including heading, constitutes 12 lines:

(a) Copying orchestra parts (single), per page	\$ 1.01
Extra line or fraction thereof, per line09
Divisi parts (when 50% of the part is divisi) to be charged 50% extra.	
(b) Copying piano, banjo, guitar, harp, organ, celeste, and similar parts, per page	1.73
Extra lines or fraction thereof, per line16
Writing in lyrics, per page, additional41
Numbering every bar on any or all parts, per page16
(c) Copying on all ditto paper, double basic page price shall be charged.	
Bar numbering and/or lyrics—rate not to be included in ditto computation.	
(d) Transposition of all parts, 50% additional	
(e) Conductors' lead sheet (single line), per page	1.73
Extra lines or fraction thereof, per line16
Piano conductors' parts constructed from score, per page.....	4.30
Extra lines, pro rata.	

38. FEDERATION REPRESENTATIVE:

The duly authorized business representative of the Federation shall be furnished a pass to the studio. He shall be permitted to visit during working hours any portion of the studio necessary for the proper conduct of the business of the Federation.

39. SOUND TRACK REGULATIONS:

A. The producer agrees that he will not use or deal with music sound track at any time for any purpose whatsoever except to accompany the picture for which the music sound track was originally prepared.

B. The producer further agrees to register identification of picture and music sound track with the Federation and shall clearly mark each film with an identifying code number designated by the Federation.

C. It is agreed that members of the Federation shall not be required or permitted to record music sound track for general usage or for any purpose whatsoever except as provided herein.

D. It is agreed that members of the Federation will not be required or permitted to use music sound track for any purpose in violation of the terms herein provided.

40. LIVE MUSICIANS:

The producer for itself and its subsidiary and affiliated companies agrees not to produce or arrange for the production, directly or indirectly, of film and/or sound track containing pictures of musicians performing or containing or accompanied by musical performances for television broadcast purposes unless such sound track is recorded by live musicians specifically for that film pursuant to this agreement. Nothing contained in this agreement shall be deemed to grant the producer the right or privilege to use or exploit film and/or sound track produced otherwise than under this agreement for any purpose if such use of exploitation would constitute a violation by producer of the rights of the Federation pursuant to agreements with others than the producer herein named, pertaining to such film and/or sound track.

Trust Agreement

(Continued from page seventeen)

track may be broadcast on a sustaining basis once in each city, provided that no such broadcast may occur after the expiration of one (1) year from the first commercial broadcast of said film and/or sound track. The first sustaining broadcast, if within a year following the first commercial broadcast, shall be governed by this subdivision (1).

(ii) When the particular film and/or sound track has never been previously broadcast on, and is not broadcast simultaneously with a commercial broadcast, such film and/or sound track may be broadcast without payment to the Trustee on a sustaining basis by such first party one time in each city, provided that no such broadcast may occur after the expiration of one (1) year from the first broadcast of such film and/or sound track.

(iii) In any case not covered by subdivisions (i) and (ii) of this subsection "(y)" of Paragraph "2(a)," including any instance in which the film and/or sound track has not been broadcast in all cities prior to the expiration of the year during which it could have been broadcast, such film and/or sound track may be broadcast on the following terms:

There shall be paid to the Trustee a sum equal to five per cent (5%) of fifty per cent (50%) of the production cost of such film and/or sound track for any broadcast thereof once in any city, and, in return for such payment, such film also may be broadcast once in every other city provided that no such broadcast may occur after the expiration of one year from the date of the first broadcast for which the payment was made pursuant to this subdivision "(iii)." The word "once" as used herein shall mean once in addition to any broadcast, if any, pursuant to such subdivisions "(i)" and "(ii)."

This same formula for payment and time limitation upon use shall apply to any subsequent, additional or other use on a sustaining basis of any such film and/or sound track in any city.

(2) DEFINITIONS

The following definitions shall determine the meaning of terms used in this paragraph "2."

"Commercial Broadcast" is a broadcast in connection with which one or more advertising credits is or are given either during the broadcast or immediately before or after the broadcast of the film (except for spot announcements at regular station break intervals) and all of which are not ascribable to the prior or subsequent broadcasts.

"Sustaining Broadcast" is a broadcast other than a commercial broadcast.

"Production cost" shall be determined in accordance with good and generally accepted accounting principles and practices consistently applied throughout.

"Gross revenues" shall be the genuine selling, leasing, or licensing price for each run of the film and/or sound track (herein called "genuine selling price") as established in a normal bona fide arm's-length transaction between parties who are not in affiliation, giving independent consideration to the value of the film and/or sound track supplied by the first party without regard to other benefits granted by the first party to, or other benefits received by the first party from, the purchaser, assignee, licensee or other grantee of rights therein. Without limiting the generality of the foregoing, if the parties are in affiliation, or if a relationship or arrangement of any kind exists or should exist or if any method or device is or should be used whereby the gross revenues received by the first party from a sale, lease, license or other grant of rights in a film and/or sound track are not gross revenues realized in a normal bona fide arm's-length transaction, or if any contribution or consideration other than such gross revenues is or should be received by the first party in respect of the sale, lease, license or other grant of right, or if independent consideration is not given to the value of the film and/or sound track supplied by the first party, then and in each such event the price established or realized by the first party shall not be deemed a genuine selling price. For the purpose of computing payments to the Trustee, each transaction wherein the first party does not realize such genuine selling price shall be disregarded, and such payments shall be computed and paid upon the equivalent of such genuine selling price. It is recognized that sales, leases, licenses or other grants of right to an affiliate may be at the equivalent of genuine selling prices, and when and to the extent that the Trustee is satisfied and agrees in writing that any such sale is made at a price equivalent to a genuine selling price, such price shall constitute the base for the computation of payments to the Trustee.

Such gross revenues subject to percentage payment shall not include the consideration, or that part of the total consideration, which accrues to each first party solely as bona fide time and facilities charges.

"Affiliation" means any relationship, contract, arrangement, method or device wherein, with respect to any matter or thing which affects the amount of payments payable hereunder, one or more of the parties to a transaction has or exercises, or has the power to exercise directly or indirectly, in any manner, control, direction or restraint of the other or others, or wherein two or more of such parties in any manner, directly or indirectly, are subject to common control, direction or restraint.

(b) The payments provided for herein shall not apply to films and/or sound tracks which are produced for and used for purposes which do not include exhibition on television.

(c) The payments provided for herein shall continue, so long as any of the films and/or sound tracks described therein shall continue to be used as therein described.

(d) Each first party on or before February 15, 1952, will pay to the Trustee, at the New York office of the Trustee, such portion of the

(Continued on page twenty-nine)



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More Recording Companies Sign

Supplementary list of recording and transcription companies that have signed contracts since publication of the list in January, 1951. Members should add this to the previously published lists.

RECORDING COMPANIES

- ABCDEF Recording Co., 124 West 73rd St., New York, N. Y.
- A and P Record Co., 232 West End Ave., New York, N. Y.
- Academy Records, 7266 Hawthorn, Hollywood, Calif.
- Joseph E. Adams Publications, Route 1, Elmhurst, Ill.
- Alegre Record Co., 1337 East Taylor, Phoenix, Ariz.
- Alpine Record Co., 4011 Donner St., San Mateo, Calif.
- Aurien Records, 130 High St., Rochester, N. Y.
- Borney Bergantine, 4234 Bonnie Brae, North Kansas City, Mo.
- Bigtime Record Co., 281 Edgecombe Ave., New York, N. Y.
- Bil-Mar Record Co., 2 Murray Court, East Boston, Mass.
- Blasco Music, Inc., 1221 Baltimore Ave., Kansas City, Mo.
- Bows Recording Co., 310 Convent Ave., New York, N. Y.
- Louis Brown, 1448 Leegate Road, N. W., Washington, D. C.
- Buckeye Recording Co., Box 743, Toledo, Ohio.
- Candor Record Co., 14-30 132nd St., College Point, N. Y.
- Caribarte Corporation, 631 Fdez. Juncos Ave., Santurce, Puerto Rico.
- Carolina Music Co., Fort Benning, Ga.
- Contemporary Records, 707 North Irving Blvd., Los Angeles, Calif.
- Cosmopolitan Record Co., 503 Washington Ave., Albany, N. Y.
- Cowtown Records, 4322 West 105th St., Inglewood, Calif.
- Al Crocker, 418-a East Ninth St., Kansas City, Mo.
- Custom Recording Co., 108 Highbourne Road, Toronto, Ont., Canada.
- Dee Gee Recording Co., 4015 Leslie Ave., Detroit, Mich.
- Delco Records, Inc., 11 West 42nd St., New York, N. Y.
- Delphi Recording Co., 1623 Amsterdam Ave., New York, N. Y.
- Dorset Recording Corporation, 521 Fifth Ave., New York, N. Y.
- Earl Recording Co., 1456 Jefferson St., San Francisco, Calif.
- Eight Star Records, 1103 Highland Ave., Windsor, Ont., Canada.
- Electricraft, 622 Union St., Seattle, Wash.
- Emerald Record Co., 130 West 48th St., New York, N. Y.
- Federal Records, Inc., 1540 Brewster Ave., Cincinnati 7, Ohio.
- Fiip Records, Inc., 633 South La Brea, Los Angeles, Calif.
- Gaye Recording Co., 2415 Sixth Ave., Watervliet, N. Y.
- The Golden Rule Record, 5353 Indiana Ave., Chicago, Ill.
- Grove Record Co., 1043 Central Ave., Cincinnati, Ohio.
- Haydn Society, Inc., 30 Huntington Ave., Boston, Mass.
- Hootenanny Records, 106 East 14th St., New York, N. Y.
- International Sacred Recordings, 6404 Hollywood Blvd., Hollywood, Calif.
- Ivy Records, 17 East 42nd St., New York, N. Y.
- Werner Janssen, P. O. Box 1465, Beverly Hills, Calif.
- E. H. Kleinert, 420 West 24th St., New York, N. Y.
- Station KDKA, Pittsburgh, Pa.
- Frank Luther, Inc., 544 East 86th St., New York, N. Y.
- Madison Records, Inc., 2 West 67th St., New York, N. Y.
- William Mercadante, 2216 Westervelt Ave., Bronx, N. Y.
- Melodia Record Co., 1917 West Schiller St., Chicago, Ill.
- Miracle Mile Lions Club, 671 South La Brea, Los Angeles, Calif.
- Eugene Mironko, 1416½ West Gage Ave., Los Angeles, Calif.
- Monument Record Co., 34 Washington Terrace, Somerville, Mass.
- Mystic Records, 10 Cottage St., Chelsea, Mass.
- Emanuel Middleton, Box 2979, Los Angeles, Calif.
- Mohawk Radio & Television Corp., 1774 Foster Ave., Schenectady, N. Y.
- Mondi Records, 1619 Jericho Turnpike, New Hyde Park, N. Y.
- Nor-Ike Record Co., 547 West 147th St., New York, N. Y.
- Owl Records, 6811 Hollywood Blvd., Hollywood, Calif.
- Pat L. O'Connor, Inc., 4911 North Kenmore Ave., Chicago, Ill.
- Pastel Record Co., 220 Spruce St., Oil City, Pa.
- Pavilion Records, 1472 Broadway, New York, N. Y.
- Pacific Record Co., 125 North Grand Oaks, Pasadena, Calif.
- Picture Phonograph Records, Inc., 64 West Randolph St., Chicago, Ill.
- Puerto Rico Record & Manufacturing Co., Infanta Luisa St. No. 4, San Juan, Puerto Rico.
- Raymond Recordings, 50 East 42nd St., New York, N. Y.
- Recorded in Hollywood, 1055 East Vernon Ave., Los Angeles, Calif.
- Rhytone, 8600 La Tuna Canyon Road, Sun Valley, Calif.
- Rio Grande Music Co., San Benito, Texas.
- Robin Record, 5015 Irving St., Philadelphia, Pa.
- Russell Records, 2476 Thompson Blvd., Ventura, Calif.
- Sapphire Records, 1538 Cahuenga Blvd., Hollywood, Calif.
- Chester A. Schafer, 856 North Ashland Ave., Chicago, Ill.
- Shamrock Record Co., M and M Building, Houston, Texas.
- Andrew J. Smik, Jr., 75 13th St., Wheeling, W. Va.
- Stepping Tones, 1533 Midvale Ave., Los Angeles, Calif.
- Sunset Trail Record Co., 816 Tenth, N. W., Canton, Ohio.
- Teletone Productions, 4135 North Monticello Ave., Chicago, Ill.
- Top Hat Records, 635 West Fourth St., Los Angeles, Calif.
- Token Records, Inc., 59 Bruen St., Newark, N. J.
- Victoria Records, 30 Fifth Ave., New York, N. Y.
- Erv Victor Enterprises, 127 North Dearborn St., Chicago, Ill.
- Audrey Villa, Hotel Jackson, Milwaukee, Wis.

TRANSCRIPTION COMPANIES

- Station CKAC, 980 St. Catherine St., West, Montreal, Canada.
- Electricraft, 622 Union St., Seattle, Wash.
- Station KDKA, Pittsburgh, Pa.
- Santana Pictures, Inc., 1438 North Gower St., Hollywood, Calif.
- Staff Recording Co., 417 Municipal Auditorium, Oklahoma City, Okla.

INTERNATIONAL MUSICIAN

Trust Agreement

(Continued from page twenty-seven)

aforsaid payments as may have accrued hereunder during the period June 1, 1951, to and including December 31, 1951. Thereafter, within forty-five (45) days after the end of each calendar half-year, following the execution and delivery of this agreement, that is, within forty-five (45) days after December 31st and June 30th in each year, each first party will pay to the Trustee, at the Trustee's New York office, such portion of the aforsaid payments as may have accrued hereunder during such half-year; provided that any first party may agree with the Trustee for semi-annual payments to be made with respect to half-yearly periods ending on other dates satisfactory to the Trustee. Each payment hereunder shall be accompanied by a statement, certified by the Treasurer, Controller, or other authorized officer or representative of the first party making such payment. Such statement shall specify the exhibitions of films and/or sound tracks covered by this agreement during such period; the amounts of gross revenues received or accrued to the first party during such period; the production costs of films and/or sound tracks produced during the period; each deduction claimed by the first party as provided by this agreement; the amounts of payments payable to the Trustee as herein provided; and such other information as the Trustee may require for the administration of the trust. Such statements shall be made in such reasonable form and, in addition to the foregoing, shall contain such detail as the Trustee may from time to time reasonably prescribe. If such payments are not made when due hereunder, the same shall bear interest at the rate of six per cent (6%) per annum from the date when such payments were due. Each first party shall be entitled to deduct from the payment due from it on February 15, 1952, the amount paid by it to the Trustee pursuant to paragraph "1" hereof, if such payment shall exceed such amount.

(e) Each first party at all times, without limitation to the duration of this agreement, shall keep full and accurate records and accounts concerning all transactions, in connection with which payments are required to be made as specified in this agreement in convenient form and pursuant to approved and recognized accounting practices. The Trustee shall have the right from time to time, without limitation to the duration of this agreement, and at all reasonable times during business hours, to have its duly authorized agents examine and audit such records and accounts, and such other records and accounts as may be necessary, such examination and audit to be made for the purpose of verifying any statements made hereunder by each first party, or due from such first party during a period not exceeding two (2) years preceding such examination and of determining the amount of payments due to the Trustee pursuant hereto. Each first party agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make such extracts and excerpts from said records and accounts.

(f) It is agreed that (i) the granting of the right to make a copy or copies of any film and/or sound track described in this paragraph "2" (whether by way of sale, assignment, lease, license or other transfer of title or permission, and whether by operation of law or otherwise), or (ii) the granting (whether by way of sale, assignment or other passage of title or control and whether by operation of law or otherwise) to others than bona fide lessees, licensees, or selling or distributing agents of first party of authority to cause or permit the exhibition of such film and/or sound track shall be subject to the rights and duties established by this agreement and to the payments specified herein. No such grant of right or authority shall be made by any first party, or the successor in interest thereof, to any person, firm or corporation doing business within the United States, Canada, Alaska, Hawaii, and Puerto Rico, unless and until such grantee is or shall become an additional first party to this agreement as herein provided; and in such event, (i) if such grantee is engaged in the business of owning and operating a television station, such grantee, upon becoming an additional first party hereto, shall be obligated to make payments to the Trustee as specified in subparagraph "(x)" and "(y)" of subsection "(a)" of this paragraph "2," and (ii) if such grantee is not engaged in the business of owning and operating a television station, such grantee, upon becoming an additional first party hereto, shall be obligated to make payments to the Trustee as specified in Exhibit "2" hereto attached in lieu of the payments as specified in sub-paragraphs "(x)" and "(y)" of subsection "(a)" of this paragraph "2." No other such grant of right or authority shall be made by any first party or the successor in interest thereof, unless and until such grantee shall promise to make to such first party or successor the payments required by this agreement, and, in such event, the first party shall transmit such payment to the Trustee. The Trustee shall have and enjoy a lien upon such film and/or sound track in an amount equal to the payments provided in subsection "(a)" of this paragraph "2" or Exhibit "2" hereof, as the case may be, and any person, upon becoming such grantee, shall become obligated to make such payments. No such first party or successor in interest thereof will, without the consent of the Trustee, forgive or compromise such obligation or otherwise impair such lien. Each first party will be obligated to make payments to the Trustee on account of films and/or sound tracks dealt with by any such grantee only to the extent that such first party has received such payment (i) in the United States or Canada, or (ii) in United States or Canadian currency or in a currency convertible into United States or Canadian currency, or (iii) in a currency, not convertible into United States or Canadian currency, of which such first party has made beneficial use, or (iv) in an asset other than currency. All films which are the subject of this agreement shall contain a clearly legible notice either

(Continued on page thirty-one)

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Over Federation Field

By CHAUNCEY A. WEAVER

WELCOME SPRING

*Exit winter, time to go,
Take with you all ice and snow,
Pack away all dark and gloom,
Whisk clean earth's big living room.*

*Enter March wind, have full fling
In pursuit fast follows Spring
Though your winds may hoist, and
shout,
Brave pussy willows venture out.*

*Daring dandelions are seen,
Like gold stars on a carpet of green.
Come in Spring, with warm South
breeze,
Bring back new leaves to the trees.*

*Colorful birds with song so sweet,
Who for winter made retreat.
Deck the earth with gorgeous flowers,
Sprinkle them with April showers*

*Bring back violets and daffodils,
Nodding daisies on the hills
Glamorize the world anew:
Come in Spring, we welcome you.*

—Mr. ROY AXON.

We think it will be generally agreed among musicians of the country that it was a fine portrait of the late President Weber which appeared in the opening page of the January International Musician.

Sometimes we are struck by the naturalness of a portrait which had not hitherto appealed to us. This thought is suggested by the striking production of the Weber picture on the cover of the January issue of the current year. It is an issue which carries the tang of naturalness, a memory Weber followers will love to cherish of a man whom they have followed, respected and loved.

New York City's real hot days come later than the first week in June. Although—the weather man may change his tune at any time.

Delegates from the Pacific coast will have fine opportunity to study geography.

The more we read and ponder the pages of the January International Musician—the more profound is our appreciation. Publisher Cluesmann has organized a working staff which knows what it is there for; and the result must be a widening sense of appreciation on the part of the reading family.

Seldom have we examined a musical periodical with the unwearied scrutiny with which we have devoted to the January Overture 1951. Of course there was special incentive for so doing. There was the special story of the passing of our beloved Joseph N. Weber.

There was the twenty-eight column story from the pen of Vice-President Bagley. It started when Weber was a lad of nine years. President John te Groen contributed an interesting page of

material well calculated to challenge the attention of Los Angeles readers.

Election day was not overlooked. From first page to the last it was a readable contribution.

The Boston Musician believes good news should be reported. For example across the first page of the Boston Musician in bold black-face type appears—Important Notice for You: "As your Secretary-Treasurer I am very happy to report to the members of Local 9 that the mortgage on the building has been paid in full. Gus Fischer, Sec.-Treas."

Congratulations on a matter in which every member of Local 9 will rejoice. Freedom from debt is a cause for rejoicing.

Snow-balling will not be a New York pastime unless you think to take the balls with you.

We acknowledge with pleasurable appreciation receipt of copy of the 50th Anniversary publication of the Hampden County Musicians' Association, Local 171, Springfield, Massachusetts. Fine portraits of President James L. Falvey and of the 50th Anniversary Committee appear which includes our long-time friend, Edwin H. Lyman. Portraits of Presidents James C. Petrillo and of the late President Joseph N. Weber are included.

The Musical News, official organ of San Francisco Local 6, looks bright and shiny in its new dress.

My long-time friend, Harry S. Currie, Vice-President of Louisville Local 11, has a keen eye for the ridiculous and the unusual. For example he cites the following Philadelphia dispatch:

A man walked up to Ronald Martin, knocked him down, took a bass fiddle Martin had been holding, jumped into a car, and drove off with the fiddle.

Again—Harry's eagle eye culls the following dispatch from Bowling Green: "Bernard Clyde Sears, 22, of Hamilton, Ohio, charged with taking an \$800 bassoon from the Western State College music building yesterday, was held to the April grand jury under \$1,000 bond this morning."

Good advertising for Kosair Oriental Band.

President Jack Ferentz, for many years head of Local 5, Detroit, has after thoughtful deliberation, accepted a position as assistant to President James C. Petrillo. After thoughtful deliberation—Jack accepted. Jack has been a star performer in Detroit; and made a record which naturally attracted the attention of President Petrillo. It is time for congratulations all around.

Trust Agreement

(Continued from page twenty-nine)

in the following language or such other appropriate language as the Trustee may agree upon:

"The granting of the right (a) to make a copy of this film or (b) to permit others to exhibit this film is subject to the terms and conditions of a trust agreement between the producer of this film and the Trustee therein named, pursuant to which a lien exists in favor of such Trustee and any grantee of such right is obligated to make the payments to said Trustee as provided in such agreement."

3. The Trustee does hereby accept the trust hereby created, agrees to establish the proper administrative machinery and processes necessary for the performance of the Trustee's duties hereunder, and agrees fully and faithfully to perform each and every duty and obligation on the Trustee's part to be performed as set forth herein, for the purposes and objectives of arranging and organizing the presentation of personal performances by instrumental musicians in areas throughout the United States, and its possessions and dependencies, and the Dominion of Canada, as shall be specified in a Schedule to be promulgated by the Trustee within sixty (60) days from the date hereof, such schedule when so promulgated to be annexed hereto and called "Area Schedule" and a copy thereof to be delivered to each first party hereto who requests it and to the Federation hereinafter named, on such occasions and at such times and places as in the judgment of the Trustee will contribute to the public knowledge and appreciation of music. In pursuance of such purposes and objectives, the Trustee shall organize such performances upon occasions where no admission fees are charged, in connection with activities of patriotic, charitable, educational, civic and general public nature, such as, but not limited to veterans' hospital entertainment programs, juvenile and adolescent social programs, educational programs in schools and institutions of higher learning, patriotic and recruiting drives, symphony society or other musical activities, of a non-profit nature, and similar programs and activities, entirely without profit to the trust fund. The Trustee, in his discretion, may determine to co-operate in the administration and expenditure of the fund and the presentation of such performances with other trusts whose funds are derived from producers and/or exploiters of films and/or sound tracks and whose objectives and purposes are similar to those herein provided upon such terms as he shall deem proper. The Trustee shall not act as a representative of the Federation hereinafter referred to, or of any member or members thereof, or of any person or persons receiving payment under the terms of the trust for services rendered at the performances presented pursuant to the terms hereof. The Trustee shall be guided solely by the terms and conditions hereof and shall perform the Trustee's functions on the sole basis of the public interest.

In connection with such activities, the Trustee shall have the following powers and authority subject to the following limitations:

(a) The Trustee shall arrange, as nearly as may be, for the expenditure for the above purposes, during each successive twelve (12) months period commencing July 1, 1952, of an amount equal to not less than ninety per cent (90%) of the total amount of the trust fund existing on the 30th day of April next preceding the commencement of each such twelve (12) months period, and which at such time is not already budgeted for expenditure;

(b) Subject to the provisions of subsection (a) of this paragraph "3," the Trustee shall, as nearly as may be, arrange for the expenditure for such purposes during each such twelve (12) months period, (1) within each geographical area set forth in said Area Schedule, amounts equal, as nearly as may be, to the percentages set forth in said Area Schedule of ninety per cent (90%) of the total sums to be expended for such purposes by the Trustee during such twelve (12) months period, and (2) at such places and times as the Trustee in his discretion may determine of ten per cent (10%) of such sums. Any sums not so expended during such twelve (12) months period shall be available for allocation and expenditure during the next but one ensuing twelve (12) months period as provided in this agreement.

(c) In connection with the performance of the Trustee's duties hereunder, the Trustee shall do the following:

(i) Engage instrumental musicians in connection with the presentation of such performances, the rate of compensation to such instrumental musicians to be at the union scales established in the areas where such performances take place;

(ii) engage concert halls and similar places, arrange for the supplying of programs, tickets, ushers, advertisements, publicity and similar items required in connection with the presentation of such performances;

(iii) enter into any agreements, necessary and proper in connection with the hiring of concert halls and similar places, the employment of musicians, the preparation of tickets, programs, posters, advertising material and similar material, the employment of publicists and other personnel, the purchase of advertisements, and such other agreements as may be necessary and proper in connection with the presentation of such performances;

(iv) consult with and receive the counsel and advice of qualified institutions and organizations including business groups and organizations, public authorities, musical schools and institutions, the Federation hereinafter referred to, and other civic, patriotic, charitable and welfare organizations, and such other persons and organizations as the Trustee shall consider useful and suitable, with respect to matters relating to the presentation of such performances;

(v) prior to causing the disbursement of any moneys from the trust fund for services rendered or other consideration received or contracted

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for, receive from the duly authorized representative of the Federation, hereinafter referred to, certification in writing that such services or other considerations have been received or contracted for, provided that such certification has not been unreasonably withheld where the contemplated disbursement is for services rendered or consideration contracted for or received in accordance with the purposes, objects and conditions hereof;

(vi) at the request in writing of any first party, or of any party making payments to the Trustee hereunder, cause to be posted or otherwise publicized at each performance to be presented by the Trustee, an appropriate notice or other advice setting forth the name of such party not then in default in the performance of any of its obligations to the Trustee;

(vii) whenever such delegation is deemed advisable, the Trustee may delegate to an agent of the Trustee, the power to make disbursements for services rendered or for considerations received or contracted for by the Trustee in accordance with the provisions hereof;

(viii) enter into an agreement or agreements in writing, not inconsistent with this agreement, with any depository or depositories selected by the Trustee, covering the terms and conditions pursuant to which such depository or depositories shall act.

(d) Subject to the terms and conditions set forth above, the Trustee shall hold, manage, invest and reinvest the trust fund and pay, apply, utilize and expend the entire net income therefrom and the principal thereof for the payment of compensation for and by reason of the services of instrumental musicians, for the expenses of presenting such performances, for the payment of the Trustee's compensation as herein provided, for the payment of salaries, counsel and auditors' fees, for the payment of appropriate bonding and insurance premiums, and other expenses reasonably incurred in the administration of the fund.

4. Subject to the specific limitations otherwise imposed upon the Trustee by this agreement, the Trustee shall have the following additional rights, duties and powers, and shall enjoy the following privileges and immunities, subject to the following limitations:

(a) In the event that any first party shall default in the payment of any sums to the Trustee when the same shall become due pursuant to this agreement, the Trustee shall have the duty, right and power forthwith to commence action or to take any other proceedings as shall be necessary for the collection thereof, including the power and authority to compromise and settle. The Trustee's reasonable expenses, attorney's fees and other disbursements incurred in the collection of any such overdue sums shall be paid to the Trustee by the first party so defaulting and such payment shall be added to the trust fund.

(b) To deposit all money and property received by the Trustee, with or without interest, with any bank or trust company, insured by the Federal Deposit Insurance Corporation, and having capital, surplus and undivided profits exceeding \$5,000,000; provided, however, that in the event that Canadian dollars are receivable by the Trustee and it is not feasible or desirable to convert such Canadian dollars into United States funds, such Canadian dollars and any securities purchased therewith may be deposited in a Chartered Bank of the Dominion of Canada, anything herein to the contrary notwithstanding.

Except as modified by the provisions of subsection "(c)" of this paragraph "4" to invest and reinvest the said money and property only in bonds and other direct obligations of the United States of America and of the Dominion of Canada, without regard to the proportion which any such investment or investments may bear to the entire amount of the trust fund and to sell, exchange and otherwise deal with such investments as to the Trustee may seem desirable.

(c) In connection with the collection of any sums due to the Trustee hereunder, to consent to and participate in any composition of creditors, bankruptcy, reorganization or similar proceeding, and in the event that as a result thereof the Trustee shall become the holder of assets other than money, obligations to pay money conditioned only as to the time of payment, or property of the class specified in subsection "(b)" of this paragraph "4" (which assets are in this subsection "(c)" called "property"), to consent to and participate in any plan of reorganization, consolidation, merger, combination, or other similar plan, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan, and to accept any property which might be received by it under any such plan, whether or not such property is of the class in which the Trustee is authorized by subsection "(b)" of this paragraph "4" to invest the trust fund; to deposit any such property with any protective, reorganization or similar committee, to delegate discretionary power thereto, and to pay part of its expenses and compensation and any assessment levied with respect to such property; to exercise all conversion, subscription, voting and other rights of whatsoever nature pertaining to any such property, and to grant proxies, discretionary or otherwise, in respect thereof, and to accept any property which may be acquired by the Trustee by the exercise of any such rights, whether or not such property is of the class in which the Trustee is authorized by subsection "(b)" of this paragraph "4" to invest the trust fund. Anything to the contrary contained in this subsection "(c)" notwithstanding, the Trustee shall dispose of any such property within a reasonable time in order that the trust fund, to the fullest extent possible, at all times shall be comprised as specified in subsection "(b)" of this paragraph "4."

(d) The Trustee shall have the right, power and authority to enter into agreements with persons, firms, corporations, associations, and others engaged in the production, manufacture, sale or exploitation of motion picture films and/or sound tracks, as first parties, and the Trustee, providing for the payment by such first parties of moneys to the Trustee, for the collection of such moneys by the Trustee, and for the administration, use, and expenditure of such moneys by the Trustee for the purposes of and as part of the Trust created hereunder; and the Trustee

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may accept the assignment of copyrights and other rights in and to film and/or sound tracks, and, as Trustee, deal with and enforce such rights.

(e) The Trustee shall not be liable for any loss sustained by the trust estate by reason of the purchase, retention, sale or exchange of any investment or by reason of any deposit of moneys permitted by this agreement, made by the Trustee in good faith, or by reason of any payment in good faith in accordance with the terms of this agreement.

(f) Parties dealing with the Trustee shall not be required to look to the application of any moneys paid to the Trustee or to ascertain whether the direction, certification or consent to any transaction is required or has been obtained.

(g) The Trustee has consented to act as Trustee hereunder upon the express understanding that the Trustee shall not in any event or under any circumstances be liable for any loss or damage resulting from anything done or omitted in good faith, and further, that this understanding shall not be limited or restricted by any deference to or inference from any general or special provisions herein contained or otherwise.

(h) The Trustee shall be entitled to reimbursement from the property in the hands of the Trustee hereunder for any and all payments of whatsoever nature which the Trustee shall be required to make in the Trustee's fiduciary capacity in respect of such property, and shall have a first lien on such property, for the amount of such payments.

(i) At the end of the calendar year 1951, and thereafter at the end of each successive six (6) months period commencing June 30, 1952, the Trustee, within sixty (60) days following such dates shall furnish statements of the Trustee's operations to each first party hereto making payments to the Trustee, and to the Federation hereinafter referred to. Such statements shall set forth in reasonable detail the operations of the Trustee during the immediately preceding calendar half-year, the properties and moneys on hand, the total receipts from all first parties, the receipts from investments, the other expenditures and disbursements by the Trustee, and such other information and data as may be deemed appropriate by the Trustee to inform fully the recipients of such statements of the transactions of the Trustee during each period. The statements furnished by the Trustee within sixty (60) days following the end of each calendar year shall contain such information both for the immediately preceding calendar half-year and for the immediately preceding full calendar year and shall be certified by an independent accountant of good standing selected by the Trustee. Whenever such statements are furnished, the Trustee shall also furnish to the Federation and to each first party who requests it a statement setting forth the amounts of expenditures by the Trustee in each of the areas set forth in said Area Schedule.

(j) The Trustee, at all times, without limitation to the duration of this agreement, shall keep full and accurate records and accounts concerning all transactions involving the receipt and expenditure of moneys hereunder and the investment and reinvestment of the trust fund, all in convenient form and pursuant to approved and recognized accounting practices.

(k) The Trustee, in his discretion, may administer and expend the trust fund in co-operation and conjunction with other trust funds whose revenues are derived from producers and/or exploiters of films and/or sound tracks and whose objects and purposes are similar to those contained herein, in which event the reports of the Trustee referred to in subdivision (i) above shall relate to such joint administration. The Trustee may deposit and commingle said trust funds and such other funds in the same bank account or accounts provided that such administration and expenditure shall otherwise be in accordance with the terms and conditions herein contained.

(l) The Trustee generally may do all such acts, take all such proceedings, and exercise all such rights and privileges, not inconsistent with any specific provision to the contrary herein contained, although not specifically mentioned, with relation to such trust fund and the administration thereof, as might be done or exercised by an individual having absolute ownership of the same in his own right, and in connection therewith, may employ agents and attorneys and to enter into any covenants or agreements binding the trust estate.

5. The compensation of the Trustee shall be as set forth in Schedule "A" hereto attached, and shall be paid out of the funds and property in the hands of the Trustee.

6. (a) The Trustee may communicate the Trustee's intention to resign at any time by executing a written resignation acknowledged in like manner as a conveyance of real property entitled to record in the State of New York, and by filing such resignation with any first party hereto and simultaneously sending a copy thereof to the Federation hereinafter referred to and to those of the other first parties hereto who have made a payment to the Trustee on the payment date next preceding the date of such resignation. A successor Trustee shall thereupon be designated by the Secretary of Labor of the United States. Upon appointment of such successor Trustee, and the acceptance by such successor Trustee of the duties of Trustee herein provided, such resignation of the resigning Trustee and such appointment of the successor Trustee shall become effective. Such designation and appointment shall operate in like manner as though such successor Trustee were named herein. Each successor Trustee shall have like rights, powers and duties as those given to the Trustee hereinabove.

(b) In the event of the death or disability of the Trustee, a successor Trustee shall be appointed in the manner designated in subsection "(a)" of this paragraph "6."

(c) No Trustee under this agreement shall be a representative of labor, or of any union, or of employees within the meaning of Section 302(b) of the Labor Management Relations Act, 1947. In the event that such Act is repealed, amended or otherwise changed so as to permit the substitution of the following provision in place of the second sentence

of subsection "(a)" of this paragraph "6," then the following shall be so substituted:

"The then President of the Federation, hereinafter referred to, upon notice in writing, communicated to each first party at its last known address, and to the Trustee, may designate a successor Trustee and successors to such successor Trustee. In such event, the then incumbent Trustee shall forthwith submit his resignation as such, if he has not already done so, and shall forthwith deliver to the successor Trustee so designated, all funds, books, records, and other data relating to the trust fund and the administration thereof. The conduct of any Trustee so designated shall be at all times in accordance with the terms and conditions of this agreement."

7. Any person, firm, corporation, association or other entity engaged in or desiring to engage in a business similar to that of the first party, may apply to become an additional first party to this agreement by executing and delivering to the Trustee, at the Trustee's office in the City of New York, two (2) counterparts of Exhibit "1" hereto attached. The Trustee shall indicate acceptance of such application by appropriately completing such application, executing such two (2) counterparts at the said New York office of the Trustee, and delivering one (1) such counterpart to such additional first party at the Trustee's said New York office. The Trustee shall forthwith advise all other first parties and the American Federation of Musicians (hereinbefore called the "Federation") of the execution and delivery of such agreement.

8. This agreement and the trust created hereunder shall be governed, construed and regulated in all respects by the laws of the State of New York.

IN WITNESS WHEREOF, each first party above named has hereunto set his name and seal, or has caused these presents to be executed by its duly authorized officer or officers and its corporate seal affixed thereto, and the Trustee has hereto affixed his hand and seal.

AMERICAN BROADCASTING COMPANY, INC.

By _____
COLUMBIA BROADCASTING SYSTEM, INC.

By _____
NATIONAL BROADCASTING COMPANY, INC.

By _____

Samuel R. Rosenbaum, Trustee.

EXHIBIT "A"

Trustee's Compensation

The Trustee's compensation for services rendered pursuant to this agreement and pursuant to similar agreements executed before June 1, 1954, relating to the television exploitation of films and/or sound tracks shall be as follows:

At the rate of 3% per annum of the gross amount of funds received pursuant to such agreements during the twelve-month period for which such services are rendered; provided that in no event shall such compensation be less than \$5,200 per annum nor more than \$25,000 per annum.

EXHIBIT "1"

Date: _____

The undersigned, desiring to become an additional first party to the within agreement, does hereby adopt the declarations of the first parties set forth therein, does hereby make the request made by the first parties therein, and in consideration of the undertakings assumed therein by each first party, and of the undertakings assumed by the Trustee at the request of the first parties, does hereby request the Trustee to accept the undersigned as an additional first party to such agreement, and does assume and agrees to be bound by the terms, covenants and conditions to be performed thereunder. The undersigned does herewith pay to the Trustee an amount which the undersigned estimates to be _____% of the payment which will become due to the Trustee within forty-five (45) days after the end of the calendar half-year immediately following the date hereof, or on February 15, 1952, whichever is later, and at such time the undersigned agrees to account for and to make payment on account of the transactions, in connection with which percentage payments are required to be made as specified therein, for the period commencing on June 1, 1951, and expiring at the end of such calendar half-year or on February 15, 1952, whichever is later, deducting from such payment the amounts paid simultaneously herewith.

Accepted: _____

Trustee.

By _____

Address: _____

EXHIBIT "2"

The payment to the Trustee in connection with any film and/or sound track with respect to which such payment is required to be made pursuant to this Exhibit "2" by paragraph 2 (f) of this agreement shall be as follows:

In an amount equal to the payments to the Trustee specified in whatever trust agreement or agreements is or are in effect between the Trustee and persons engaged in the production and exploitation of films and/or sound tracks similarly situated with the grantee at the effective date of the grant, provided, however, that in the event of any question as to what payment schedule shall be applicable to the grantee, or in the event that there is no payment schedule applicable to a person similarly situated with the grantee, then those provisions relating to payments to the Trustee set forth in any trust agreement in effect at the time of the grant (other than trust agreements between the Trustee and persons engaged in the business of owning and operating a television station) which when applied to the operations of the said grantee during any accounting period shall yield the greatest payments to the Trustee for any such accounting period shall apply.



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Gene Roland, former member Local 47, Los Angeles, Calif.
Evelyn Tucker, former member Local 802, New York, N. Y.
Oliver C. Wilson, of Local 47, Los Angeles, Calif.
Larry Ford, Paul Harris, members of AGVA.

Mr. and Mrs. Harry Finkelstein (Sally Rand, member AGVA).
Jerry Mann, member of AGVA.
Anyone having information regarding the above is asked to communicate with Secretary Leo Cluesmann, 220 Mt. Pleasant Ave., Newark 4, N. J.

FORBIDDEN TERRITORY

Club Belvedere, McKeesport, Pa., has been declared to be Forbidden Territory to all but members of Local 60, Pittsburgh, Pa.
Bowery Cafe, Philadelphia, Pa., has been declared to be Forbidden Territory to all but members of Local 77, Philadelphia, Pa.

REMOVED FROM FORBIDDEN TERRITORY

Bar Cel's Bar, Philadelphia, Pa.
Benny's Musical Bar, Philadelphia, Pa.

SOUTHERN CONFERENCE ANNUAL MEETING

An invitation to all locals within the jurisdiction of the Southern Conference of Locals is extended to attend the annual meeting of the Conference. Place: Parlors B and C of the Commodore Hotel, New York, N. Y. Dates: Saturday, June 2, and Sunday, June 3. The opening session will be called to order by President Grafton J. (Daddy) Fox at 2:00 P. M., Saturday, June 3. All locals within the jurisdiction of the Conference are urged to send delegates.

STEVE E. GRUNHART,
Secretary-Treasurer.
Southern Conference of Musicians,
P. O. Box 507, Shreveport 85, La.

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Local 144, Holyoke, Mass.—President, Charles L. Wall, 146 Jackson Parkway, Phone: 2-9075.
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Local 347, Imperial Valley, Calif.—Secretary, Mildred Richards, P. O. Box 188, Imperial, Calif. Phone: Imp. 597.
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Local 110, Hutchinson, Kans.—Secretary, David Dawson, 328 E. 10th St. Phone: 6351-J.
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Local 213, Stevens Point, Wis.—Secretary, Ray Copeland, 930 Ellis Ave.
Local 248, Paterson, N. J.—Secretary, Thomas J. Casapulla, 136 Buffalo Ave. Phone: Lambert 3-5283.
Local 502, Charleston, S. C.—Joe Fike, 23 N. Enston Ave.
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Symphony orchestras which, major and minor, are springing up throughout the country, often stand in dire need of instrumentalists of various categories. Instrumentalists congregated in large cities or struggling along in towns unblest by symphonic organizations stand in equal need of orchestral connections. The central agency for symphony players, "Symphony Placement Bureau," answers therefore a long-felt need.

To meet the growing demand of orchestras and players subscribing to the service, the Bureau is moving its offices to Carnegie Hall, New York. George Morgulis, associate solo-violist of the New York Philharmonic-Symphony, who founded the Symphony Placement Bureau in 1948, announces the appointment as co-director of Julian Menken, trombonist of the "Voice of Firestone" radio program and of the Metropolitan Opera Orchestra. With half of the orchestras in the United States existing on a part-time basis and very much in need of suitable personnel, Mr. Menken will specialize in arranging for players who stand ready to accept additional employment in educational, industrial or business capacities.

For instance, the conductor of the Fort Wayne Philharmonic Orchestra, Igor Buketoff, recently wrote the Bureau that he is interested in orchestral players who (1) are in the young age bracket and desire experience in an orchestra of high national reputation, those who (2) prefer the guarantee of year-round employment to the average symphony season with its six months of potential unemployment and

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Closing Chord

A heart attack suffered on April 5th proved fatal to George M. Bundy, chairman of the board of H. and A. Selmer, Inc.

A review of Mr. Bundy's career is a review in brief of the growth and expansion of instrumental music during the past forty years. Born



George M. Bundy

on March 13, 1886, in Corning, New York, Bundy's first taste of music was gained through playing the tin flute of the hired man on his parents' farm. He paid his way through college by playing the clarinet; on graduation joined a showboat band, and, after three years, met, in Indianapolis, Alexandre Selmer, then the principal clarinetist with the Cincinnati Symphony Orchestra. The two became fast friends and in 1909 Mr. Selmer hired Bundy to work with him in the Selmer business (clarinet and mouthpiece manufac-

ture) in New York. He came to Elkhart when the firm moved there in 1927, but returned to New York in 1935. Mr. Bundy had been chairman of the Selmer board six years. He was one of the organizers and vice-president of the American Music Conference.

During the past ten or fifteen years, Bundy spent a great deal of his time in promoting the cause of music generally. He served on the Music War Council during World War II. He was one of the organizers of the American Music Conference, a non-profit corporation formed to further the use and enjoyment of music, and served as vice-president. He was also an official in the National Association of Musical Merchandise Wholesalers, and was actively identified with many national and New York groups organized for the betterment of conditions and ethics in the industry.

James P. Upton, life member of Local 594, Battle Creek, passed away on April 20th. From a very humble beginning, with but a few members who did their rehearsing in an old barn, he developed the Kellogg band to the point where it was one of the best industrial bands in the country. He served as its drum major, leading it in many parades. His wide influence in musical matters in Battle Creek was also felt through his activities as a member of the Local Executive Board from October, 1928, to April, 1935.

Mark Hayward, at the time of his death (March 29th) secretary of Local 348, Sheridan, Wyoming, was born in 1889 at Greenwich, England. He emigrated to the United States in 1911, and, after touring the country as a member of the famous Kilties concert band and others, settled in Kansas, then in

Wyoming. He followed the trade of piano tuner and action repairer in Sheridan and as the secretary of the local there was instrumental in building it into one of the strongest in the country. He was delegate to numerous conventions of the A. F. of M., though toward the last he was compelled to attend in a wheel chair due to his paralysis. But with it all he greeted everyone with a cheerful smile and was a wonderful example of patience in spite of his infirmity.

John A. Brogan, member of the Board of Directors of Local 151, Elizabeth, N. J., passed away Sunday, February 11th, at the Alexian Brothers Hospital. He was the oldest active member of the local and a charter member. For forty years he had been their delegate to the Central Trades Council.

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