Collective Bargaining in Major Orchestras

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COLLECTIVE BARGAINING IN MAJOR ORCHESTRAS

By Arthur S. Leonard

Although collective bargaining has existed among major orchestras in the United States since the turn of the century, its powerful role as a primary determinant of wages, hours, and working conditions for classical musicians had not been fully realized until the latter part of the 1960s. Consequently, a wealth of quantitative data had failed to warrant rigorous analysis until Leon Lunden had undertaken and completed a survey of labor relations among major symphony orchestras in 1967. The present work is an attempt to expand upon the framework developed by Lunden, particularly in the recently emerging area of strike activity, and to update the types of data which he compiled. While the fate of orchestra bargaining is admittedly less than essential to the welfare of a community, the author contends that the lessons derived from major orchestra experiences can be applied to discussions of other white collar unions and professional employee organizations.

Whether dealing with the historical setting or his own data, the author considers the major issues of collective bargaining among orchestras to be wages and length of seasons. Other important issues include conditions and rates for touring, length and number of rehearsals, procedures for removing players, insurance, and pensions. Newer issues involve seating rotation, moonlighting, and splitting up the orchestra for special events. The author finds that the greatest gains within the last decade fall within the areas of vacations, wages, and length of seasons, with significant gains also noted with respect to pensions and hospital plans.

Turning to the issue of strike activity, the author notes substantial increases in the number of strikes between the 1950s and 1960s with sustained increases throughout the 1970s. Wages and length of seasons continue to be the most controversial issues. Non-monetary questions of social status and the psychological impact of ego deprivation among more obscure artists have also been contributory factors. Although his data is not entirely conclusive, the author forwards a pattern bargaining theory in which striking orchestras break new ground and non-strikers stand to gain larger increases in the following round. The study concludes with an analytical synthesis of contractual language peculiar to orchestra agreements.

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INTRODUCTION

Major symphony orchestras provide an interesting collective bargaining setting. The workers are white-collar professionals, most with college training, who have engaged in collective bargaining since the turn of the century—a rarity in the United States. The orchestra is a nonprofit organization, usually run at a loss, which can always make ability-to-pay arguments with sincerity. The musicians are a distinct minority in both their local unions and the American Federation of Musicians. Because classical music is not a necessary commodity for the survival of a metropolitan area, the labor relations of the orchestra are usually free of some of the pressures involved in disputes affecting the general welfare of the public. Thus, collective bargaining in symphony orchestras presents an interesting case study of many hypotheses advanced in the literature about industrial relations. The case can provide data on what to expect as more white-collar and semi-professional employees, including teachers, doctors, lawyers and social workers become involved in collective bargaining, particularly through their involvement in public sector unionism.

This study relies on two major sources of information. Secondary sources and previous academic sources provide information on the history of bargaining in orchestras and the development of terms and conditions of employment over the years. The author's own survey of major orchestras provides data on the current situation and the strike history of the past decade.

PART I: THE SYMPHONY ORCHESTRA AND COLLECTIVE BARGAINING

The Symphony Orchestra: What It Is

The symphony orchestra as a cultural institution dates to the late 18th century. Orchestras of the period were frequently of the pick-up variety, with an impresario engaging artists of known talent to form an ensemble for a given concert program or series. Some relatively permanent orchestras were maintained by wealthy royalty, some ensembles were supported by church funds, and some opera orchestras were state-supported. In Europe, the orchestra grew mainly as a state-subsidized organism, and even today some of the major orchestras of Europe are affiliated with state-owned opera houses (the Vienna Philharmonic, for example) or state-operated broadcast media (the French National Radio and Television Orchestra). Of course, all the orchestras in socialist and communist states are state-operated. During the 19th and 20th centuries, some enterprising conductors, such as Pasdeloup, Colonne, and Halle, formed their own orchestras, which still exist today. Also, such orchestras as the London Symphony and the New Philharmonic of London
were formed by orchestral musicians as self-governing organizations.

In America, many of the earliest orchestras after the initial pick-up stage were those formed by individual conductors, such as Theodore Thomas and Leopold Damrosch. These were frequently touring ensembles which operated out of an Eastern city but spent much of their time traveling to other major cities to perform concert series. Some permanent orchestras were founded in major cities during the 19th century, such as the New York Philharmonic, the Boston Symphony, and the Cincinnati Symphony. Sometimes the impetus for formation of an orchestra came from a wealthy music-lover, sometimes from an organization (usually of wealthy women) looking for a cultural project, and sometimes from the efforts of musicians themselves. Most of America's major symphony orchestras were founded in the first twenty-five years of the 20th century, although some of the most recent additions to the ranks of the majors are newer ensembles.

The major symphony orchestra today is an ensemble of from 50 to 105 musicians, all members of the local union in the city where they are employed. There is usually a personnel manager, a general manager (who most often conducts labor negotiations), and a board of directors. The principal conductor, in some cities titled the Musical Director, is most often a part-time fixture these days, at least among the so-called "principal majors" as the demands of a modern international conducting and recording career remove "celebrity" conductors from their own orchestras for a substantial portion of each season. Although some orchestras own their own halls, others must bear the costs of rental for each concert, either in a civic auditorium or a privately-operated hall. Most of the expense in running an orchestra, however, is attributable to labor costs. Collective bargaining takes place on an orchestra by orchestra basis, although there is consultation on both sides of the table.

Symphony Orchestra Finance

The performance of symphonic music is not a profit-making proposition. Virtually all major orchestras today experience the phenomenon of the euphemistically entitled "Income Gap" -- in reality, a deficit operation. Between salary commitments and the overhead costs of operation as against the demand for concert tickets, orchestras do not normally produce enough revenue through ticket sales and records to cover their budgets. In fact, every concert, even if it sells out, is a money-losing event for the typical major orchestra.

Consequently, the major symphony orchestra is constantly on the lookout for non-performance-related funds. Some city or state governments give outright appropriations to the local orchestra to aid in closing the Income Gap, since the presence of a major symphony is a source of prestige to
a community. Others appropriate funds for special events, such as the celebrated Central Park free concerts by the New York Philharmonic or the Cincinnati Symphony's extensive public school concert program in southern Ohio. State Councils on the Arts appropriate funds for operations, special events, and commissions of new music from state residents. The Federal Government's National Endowment for the Arts provides grants to be matched by local fund-raising efforts, as have some private foundations, such as the Ford Foundation. Boards of directors of orchestras, composed mainly of the wealthy and socially-prestigious members of the community, are the major coordinators of fund-raising efforts. "Save the Orchestra" campaigns arise in many cities with great publicity whenever the Income Gap looms too large. Some cities have tried other innovative fund-raising efforts, such as benefit games by professional athletic teams, shopping center concerts at which donations are solicited, and even street-corner solicitation of funds by roving musicians in one city where the orchestra was threatened by extinction.\textsuperscript{12}

Despite the aura of financial well-being projected by an ensemble of 95 tuxedoed individuals playing in perfect harmony, some orchestras have been faced by severe survival problems when the Income Gap could not be closed. The New Jersey Symphony, for example, has had to reduce its season and cut pay for its musicians.\textsuperscript{13} The Dallas Symphony suspended operations entirely part way through the 1973-1974 season because it had not the cash on hand to continue paying its musicians.\textsuperscript{14} The American Symphony Orchestra was virtually disbanded by its board when Leopold Stokowski, its prestigious and income-attracting founder/conductor, retired to England. (This last case has had a happy ending, for the members of the orchestra have reorganized as the first modern cooperative metropolitan orchestra in America and appear to be reasonably successful in their maiden season.)\textsuperscript{15}

Clearly, the financial problems of the orchestra will have a major bearing on its labor relations policy. At the same time, the scarcity of employment for classically trained musicians (there are only thirty orchestras in the country where the annual minimum negotiated salary is above the poverty line!) brings pressure on the musicians' union to take into account the problems of the orchestra association when it enters into bargaining.\textsuperscript{16} The local union bargaining with the New Jersey Symphony acquiesced in a reduction of contract terms in order to keep the orchestra alive.\textsuperscript{17} The local union in Salt Lake City has foregone many of the gains won by unions against orchestras of comparable reputation in Cincinnati and Houston in order to avoid killing the orchestra.\textsuperscript{18} This listing is not exhaustive, merely illustrative. But it demonstrates that the locals and orchestra managements in many cities have more goals in common than might be the case in most labor-management relations.
Major Symphony Orchestras of the United States

The Los Angeles Philharmonic*
The San Diego Symphony Orchestra*
The San Francisco Symphony Orchestra*
The Denver Symphony Orchestra*
The Washington National Symphony Orchestra*
The Greater Miami Philharmonic
The Atlanta Symphony Orchestra*
The Honolulu Symphony Orchestra*
The Chicago Symphony Orchestra*
The Indianapolis Symphony Orchestra*
The New Orleans Philharmonic-Symphony Orchestra*
The Baltimore Symphony Orchestra*
The Boston Symphony Orchestra*
The Detroit Symphony Orchestra
The Minnesota Orchestra*
The Kansas City Philharmonic*
The Saint Louis Symphony Orchestra*
The New Jersey Symphony Orchestra*
The Buffalo Philharmonic Orchestra
The New York Philharmonic-Symphony Orchestra*
The Rochester Philharmonic Orchestra*
The Cincinnati Symphony Orchestra*
The Cleveland Orchestra*
The Philadelphia Orchestra*
The Pittsburgh Symphony Orchestra*
The Dallas Symphony Orchestra
The Houston Symphony Orchestra*
The San Antonio Symphony Orchestra*
The Utah Symphony Orchestra*
The Seattle Symphony Orchestra*
The Milwaukee Symphony Orchestra*

*Survey Participants either through management response, union response, or both. Data from other sources was obtained about the Detroit Symphony and the New Jersey Symphony.

The American Symphony Orchestra League classifies orchestras on the basis of their annual budget. The major orchestras all spend more than $1 million each year.
The Labor Side of the Table

Virtually all major orchestras in the United States, with the exception of the Boston Symphony Orchestra, have been fully unionized since about the turn of the century or the time of their founding. In many cities, the local union was a major force in the creation of the orchestra. This was very much the case in Cleveland, where the local union did the hiring and the contracting for the experimental concerts which led to the establishment of a full-time orchestral ensemble in that city. Houston's orchestra was also founded with heavy union participation. The New York Philharmonic was founded by musicians of that city, and only ceased being a cooperatively run orchestra after the turn of the century, when management became so complex that a professional staff and fund-raising board became necessary.

Declining employment for classically trained musicians has been a major problem in this country. With the rise of talking motion pictures and Muzak in public places, many traditional employment opportunities for musicians were terminated. The symphony orchestra was frequently viewed by local unions as a virtual charity organization for the employment of classical musicians. Consequently, local unions in most cities were very protective of their orchestras, approaching collective bargaining in a spirit of collaboration rather than confrontation.

This bargaining atmosphere was possible at least in part because symphony musicians made up a distinct minority in local unions. They almost never were directly represented on negotiating committees, and had no right to ratify collective bargaining agreements as a unit separate from the local union. Thus, the majority of a local union, composed of non-symphony musicians, dictated the terms and conditions under which the minority—symphony musicians—worked. Local union officials had a low opinion of symphony musicians generally, as Lunden discovered when he prepared his thesis on the subject:

To his union, the symphony musician presents a face of ineptness in practical matters. One union official described the player as a griper about a lot of petty nonsense; another, as unrealistic and impractical, who, if he negotiated for himself, would be playing for $5.00 a night. A third union officer looked upon the symphony instrumentalist as a "different breed;" naive, easily manipulated, and no match for a shrewd orchestra manager. A fourth acknowledged that symphony players were talented artists, but that they had no sense of responsibility, living on Cloud Nine, and asking for pie in the sky. A fifth described the player as well-educated, but with a feeling that the world owed him a living.
The sudden outbreak of player militance in the major orchestras during the late 1950's and 1960's is not surprising when one considers that this system of bargaining and the concomitant attitudes of management prevailed in most cities well into the 1960's. The results of such bargaining are easily imagined. Only in the very top orchestras (not even all five of the traditional Big Five of New York, Philadelphia, Boston, Chicago and Cleveland) could orchestra players make a satisfactory minimum income from symphony employment alone. Short seasons, usually around 25 weeks, and low pay for those weeks, combined to make symphony playing a part-time job at best. In the very top orchestra in 1959, the minimum salary was only $7000; This is an incredibly low amount, even for 1959, considering the prestige of the institution and the degree of training and preparation engaged in by musicians before they could be employed by the ensemble.

By the late 1950's, symphony musicians in New York, Washington, and Philadelphia were expressing their discontent with the status quo. In New York, Local 802 was embarrassed by a dispute in which the orchestra members went out on strike against both management and the union. Local unions responded to symphony player complaints in piecemeal fashion. The first token reform allowed symphony players to observe collective bargaining sessions. The next step might allow them to take part in the actual bargaining. From there, they won ratification rights. In some cities, orchestra bargaining committees, elected by the symphony musicians, are now the sole participants on the labor side of the table. However, the degree of reform and evolution varies from city to city, so that there remain different degrees of participation even today. In addition, the terms and conditions under which symphony musicians are employed to make recordings are centrally negotiated by the American Federation of Musicians and the recording industry at national level, so that a major source of income in the principal orchestras (and a minor source in many of the others) is governed by an agreement concluded externally from the bargaining process of the individual orchestra.

As symphony players began to increase their participation in collective bargaining, many of them felt the need for communication with members of other orchestras. Early in the 1960's, a midwestern tour by the Philadelphia Orchestra led to the foundation of an organization for such cooperative endeavors. Some Philadelphia players met informally with Chicago Symphony musicians during their tour stop in that city and agreed that discussions on a wider scale were merited. Notices were sent to the players in other major orchestras, and a convocation of representatives assembled in Chicago on the occasion of the Philadelphia's next swing through the city the following year. Soon, most of the major orchestras were participating, and the organization that resulted had acquired an acronym (ICSOM, for International Conference of Symphony and Opera Musicians) and a fiery newsletter, "Senza Sordino" (which is the musical notation for "without mutes"). Various officials of the A.F.M. viewed the formation of ICSOM and its militant pronouncements with alarm as a possible secession movement.
leading to dual unionism. After several conferences sponsored by the A.F.M. on symphony problems had demonstrated the federation's interest in keeping symphony musicians in the International, ISCOM was absorbed as a Symphony Musicians'Conference in the A.F.M. in 1966, and today serves as a clearinghouse for information on collective bargaining. 32

Collective bargaining in orchestras was a voluntary phenomenon until 1973. The major orchestras of the country were all organized and the closed shop prevailed in orchestras as early as the turn of the century. When the Wagner Act was passed, orchestras as non-profit organizations were technically included in its coverage, but the NLRB's policy of not exerting jurisdiction over non-profit organizations left the symphony orchestra sector outside the scope of the Act. In 1951, the Board specifically denied jurisdiction in the Philadelphia Orchestra case, 33 although automatic jurisdiction existed over the Washington National Symphony due to that organization's location in the District of Columbia. When the Rochester Philharmonic was experiencing serious labor problems in 1973 due to unfair labor practice charges, the Board reversed its position and exerted jurisdiction over the major orchestras only. 34

Inclusion under the Act has been too recent to do more than affect the remaining closed shop agreements in several orchestras at this point. However, it is possible that unfair labor practice charges may arise in many orchestras where discharge has been an issue in the past. Perhaps orchestras, now that they are covered by the Act, will follow the lead of the rest of the private sector in adopting grievance arbitration by neutrals as a standard procedure for use in discharge cases. On the other hand, the standard practice of confidentially negotiating contracts above scale with individual players might come under challenge. Under the court interpretations of the Act in recent years, unions may demand detailed salary information on every employee in the bargaining unit; such a demand for information would destroy the confidentiality traditional in orchestras (of which more below). Also, one may question whether the Board would look favorably on the policy of paying individual players doing the same work (i.e., all the viola players except the principal and his assistants) different salaries based on subjective factors not capable of quantification. Inclusion under the Act may change the character of these traditional practices so rapidly that the description of bargaining in this paper may soon become obsolete. On the other hand, these changes will not take place unless a majority of symphony players or management desire such a change, since the Act is enforced through the filing of charges with the Board; if no charges are filed, current practices could presumably go on indefinitely.
Major Issues in Symphony Bargaining

The primary issue in bargaining has almost always been wages. Union security is almost never an issue, since the orchestras (exempt until 1973 from the provisions of the National Labor Relations Act) were not bound by the legal restrictions on the closed shop and had long since bowed to union strength in granting virtual hiring hall control on employment in many cities to local unions.

Symphony orchestra wages in the major orchestras are a function of two dimensions. The first is the weekly base salary. The weekly base salary sets a floor on wages for the whole orchestra. Individual players may bargain with management for pay above this minimum. The Personnel Manager, and sometimes the Librarian, are covered by the contract and the former is frequently a member of the orchestra (and thus always of the union); these individuals typically receive double scale as their base salary. Players who double on more than one instrument or play solos receive additional pay. Musicians who occupy special positions of leadership (such as string section principals and wind players with frequent solo parts) may negotiate well over scale. Years with the orchestra may be a factor, as well as seating in some of the string sections. Also, given the scarcity of qualified players in some positions (especially string players), some major orchestras will bring new players from other orchestras at competitive rates above scale. Estimates of the percentage of the orchestra which may receive above scale weekly salaries range from 50 to 67%, although the amount above scale is a figure which is usually jealously guarded by both management and the individual musician. One source indicates that salaries for concertmasters in major orchestras start at over $30,000. Another indicates that solo woodwind players in the principal (i.e., Big Five plus Los Angeles) majors may be more than double that, especially if the musician has developed an independent reputation as an international virtuoso on his instrument. Conductors' salaries are not covered by the collective agreement, even though union rules require that only conductors who are members of the union may appear with a union orchestra.

The second dimension of wages in the orchestra is the length of the season. Since wages are negotiated as a weekly salary, the length of the season is a crucial factor in determining the annual income a musician will receive for his work. Before the change in bargaining in the late 1950's and early 1960's, major orchestra seasons tended to be about 25 weeks long, with no paid vacations. Thus, even if players were receiving a handsome weekly salary, their annual orchestra income would be about half of that taken home by a year-round employee in industry earning the same weekly pay. Demands for a lengthening of orchestral contracts in terms of weeks of contracted employment are thus a major component of wage demands in orchestras. That musicians have pursued this demand effectively is attested to by the fact that a third of the major orchestras have achieved 52-week contracts,
many with paid vacations of almost two months (although this vacation pay is at the negotiated minimum rather than the players' individual weekly salaries in most cases). Almost half of the majors have virtual full-year employment, with contracts covering at least as much of the year as the usual teacher contract. 43

Other bargaining issues have included the conditions and rates for touring, the length of rehearsals and concerts as well as their number in any given week, procedures for removing players from their positions when the Music Director indicates the desire for a change, procedures for terminating employment, insurance, and pensions. Some newer issues include seating in string sections (giving each player a chance to sit near the front on occasion), and some player input into artistic decisions. Two issues that have seen turnarounds due to militant bargaining on both sides of the table have been moonlighting and splitting of the orchestra. When seasons were short and pay was low, moonlighting was an important component of the symphony musician's income. (Indeed, in New York, there was a long-standing joke that the taxi one took to hear the Philharmonic might be driven by a member of the orchestra.) As seasons lengthened, however, management began to ask for restrictions or prohibitions on moonlighting. A major argument of management was that the musician, now employed virtually year-round and full-time, should give his full energies to music so as to enhance his value to the orchestra. In addition, management wanted to avoid having constantly tired moonlighting musicians showing up for rehearsals and concerts. By the mid-1960's, moonlighting clauses appeared in many contracts; some prohibited moonlighting outright, some required musicians to notify management of such activities, and others required permission from management for specific engagements. 45 The lengthening of seasons created another problem for orchestra management—what to do with the musicians for whom they had contracted. Paid vacations were one method of lengthening the season without playing additional concerts. But non-revenue producing vacations could not be extended indefinitely as contracts near the 52-week goal of the players. Extensions of the regular symphony season (i.e., winter subscription series) were considered impractical and too costly; as noted above, every concert by the full orchestra in the regular hall loses money. One solution to this problem was sometimes found by breaking the orchestra into smaller ensembles to accompany ballet, opera, or to appear in the schools. Since some of this sort of activity might be paid for at or above cost by government and other contracting institutions, this type of employment could solve two problems at once, providing employment for the musicians and revenue for the orchestra. An innovative collective bargaining agreement in Seattle, involving the symphony orchestra, the local union, and local ballet and opera companies, provides the prime example of this sort of arrangement. 46 Many orchestras have, in recent years, included in their agreements clauses allowing management to break down the orchestra for
special events. Local unions have frequently insisted, however, that freelance musicians must be protected by limiting the degree to which the orchestra could break down and compete directly with them. 47

PART II: SURVEY OF CONTEMPORARY ORCHESTRA BARGAINING

Survey Methodology

In order to ascertain the current state of collective bargaining agreements and to compile more up-to-date data on strikes than was available from secondary sources, the author undertook a direct mail survey of the major orchestra managements and local unions in the thirty-one major orchestra cities. The survey questions, included in the Appendix to this article, asked about current terms of collective agreements, motivations and plans of the parties, and strike activity during the past decade. In addition, the author wrote to the American Symphony Orchestra League, an organization composed of orchestra musicians, conductors, board members, management officials, and concerned individuals, to enlist that organization's assistance. The Symphony Orchestra League responded generously with several years of back issues of the League's newsletter, Symphony News, from which some of the data that follows was collected. Most of the data, however, comes directly from the orchestras and unions themselves. An attempt to contact ISCOM and acquire copies of "Senza Sordino" was unsuccessful.

Twelve of the thirty-one local unions responded, either by filling out the questionnaire or returning a copy of their collective agreement. Nineteen of the orchestra associations responded similarly. The general manager of the Baltimore Symphony Orchestra directed the author's attention to a thesis written by Leon Lunden in 1967, which is the source for much of the comparative data from a decade ago used in this article. Few of the respondents answered all the questions on the survey form, although all but one answered enough to construct a picture of significant current contract terms. Allowing for overlapping responses from unions and orchestras in the same city, information on twenty-six of the thirty-one major orchestras was collected through the survey. Strike information on several non-responding orchestras and financial information on the Detroit Symphony, one of the non-respondents, was obtained from the Symphony News. 48 Information on the New Jersey Symphony, another non-respondent, was obtained from a recent article on symphony strikes in Musical America. 49

Actual collective bargaining agreements were obtained from four of the major orchestras, and they were interpreted by the author as well as possible to obtain information comparable to that given in survey question responses.
Survey Results

The most striking data revealed by the survey pertains to wages and season length. Lunden's data of a decade ago indicated only one orchestra paying a minimum salary of more than $10,000 annually; today, fifteen of the responding majors pay $10,000 or more. In fact, all of the principal majors pay a minimum above $15,000, and eleven more orchestras pay over $10,000. Of the remainder, only one major orchestra could be characterized as offering only part-time pay to its employees, although three others pay much less than what other white collar employees such as teachers and government administrators receive for work requiring comparable training. The change in seasonal length in ten years is also quite amazing. During the 1964-1965 season, two orchestras employed their musicians for 50 or more weeks. In 1973-1974, the number had jumped to twelve. At the other end of the spectrum, twelve orchestras included in Lunden's survey offered less than thirty weeks, and only six offer less than forty.

Other terms and conditions have changed drastically as well. For example, in 1959, McCalley noted that only three major orchestras had pension plans, and that life insurance, medical coverage, and paid vacations were extremely rare. Lunden charted the development of these benefits into the 1960's. In 1960, Lunden found that ten major orchestras had pension coverage of some variety. By 1965-1966, the number had grown to eighteen. Twenty-four of the twenty-seven orchestras for which current data is available now have pension plans, and all but two of them are non-contributory (i.e., the musicians do not contribute through payroll deductions to the maintenance of the pension fund.) Similarly, Lunden found that only four major orchestras provided hospital insurance in 1960. By 1963-1964, the number had grown to nine, of which six were contributory plans. By 1965-1966, there were twelve such plans, with the majority still contributory. In the 1973-1974 survey, seventeen orchestras listed non-contributory insurance schemes of some type. Two more had insurance plans which were partially funded by management and partially by payroll deductions. Six more had insurance plans which were entirely contributory. Thus, twenty-five out of the twenty-seven from whom data was available now have insurance of some sort for their musicians.

Perhaps the greatest benefit growth has come in terms of vacations, however. When orchestras played short seasons, provisions for vacation were virtually unthinkable. Not until 1955 did the first negotiated paid vacation occur, in the New York Philharmonic. With the lengthening of seasons, vacations began to appear in orchestra agreements, sometimes as one of the methods of lengthening the contracted season. Lunden reported that twelve orchestras had vacations, varying from one to five weeks, in the 1966-1967 season. Twenty-three out of twenty-six orchestras providing data in the 1973-1974 survey had vacations with pay. Six of these orchestras had vacations of seven
weeks duration, five had six-week vacations, and two had four-week vacations.

One characteristic of orchestra agreements that has remained generally stable is contract duration. Most orchestra agreements cover a period of three years. Management prefers a multi-year contract, because, in a period of increasing player militance, a longer pact guarantees peace for a predictable period during which management can make commitments for tours and recordings that might be expensive to break. During the 1965-1966 season, Lunden reports that fifteen three-year contracts were in effect, with four one-year contracts, and the remainder either two or five years. By 1973-1974, the five-year contracts had disappeared. One orchestra had a four-year agreement, eighteen had three-year agreements, three agreements ran for two years, and three were for one year. About half of the agreements expire in the fall, or just prior to the beginning of the orchestra's regular winter subscription season. The remainder expire in the spring or during the summer. Only two contracts presently in force expire during the actual winter season of the orchestra. As we shall see, the date of expiration has a relationship to orchestral militance.

Summarizing this general description of benefits, it seems that the militant decade of the 1960's has paid off in terms of financial and material gains for the symphony musicians. Virtually all the major orchestras now provide year-round employment with paid vacations, benefit plans comparable to other private sector employment, and reasonably good salaries.

In addition to these material benefits, musicians have made distinct gains on other fronts. In five orchestras, string players have won the institution of rotation seating, a plan under which every player in the string section, regardless of seniority or subjectively-evaluated ability, has an opportunity to sit near the front of the section at some time during the season. Nine orchestras reported special rates for touring and other out-of-town engagements. In twelve orchestras, musicians may request personal leave time without losing seniority. In four orchestras, the musicians have negotiated the right to be consulted on the choice of a new Music Director, and one of these clauses gives the orchestra in question what is virtual veto power over the choice. Several orchestras have clauses under which the orchestra members or a representative committee give advice to management on the choice of guest artists and repertory.

On the other side of the fence, management has won the right to break down the ensemble (usually with limitations on this right carefully defined) in nineteen agreements. Lunden reported only eight such clauses in the 1966-1967 season. On moonlighting, however, the thirteen clauses reported by Lundén in 1966 have shrunk to a mere handful reported in
the current survey, although it appears that the wording of the survey question may have screened out the reporting of various "permission"-type clauses which come within Lunden's definition of a moonlighting clause.

The material gains won by musicians during the 1960's are indeed impressive in absolute terms. But they are even more impressive when viewed in relative terms. Taking six orchestras for which comparative data was available in the Lunden study, the author has computed a comparison of salary gains and increases in the cost of living (as measured by the consumer price index for the six cities in question) for the period 1952-1974. Of the six major orchestras (three Big Fives and three in the next lower category), all at least tripled their annual minimum negotiated salary during a period when the cost of living was increasing by about half. One extremely militant orchestra, which had three strikes during the 1960's, increased its salary by about 600% during a period when the cost of living in its home city was increasing by 45%. The figures for the three Big Five orchestras are less impressive, but only because the 1952 base salaries from which percentages are computed were higher in their cases. Absolute increases in salary of about $13,000 in these orchestras come but to percentage increases of about 300%, while the cost of living was going up by about 53% in the three cities, as compared to an absolute increase of about $11,000 in the remaining three orchestras with a CPI increase of about 47% compared to a percentage salary increase of well over 450%. In brief, orchestral salaries have risen far beyond the escalation in living costs, although in absolute terms the musicians might justly contend that most of the increase was in the nature of catch-up rather than real-gain pay, since the 1952 base salaries were fantastically low (ranging from $1928 to $4270).

The Symphonic Strike Picture

Descriptions of the symphony orchestra business as a strike-prone industry would have been laughable in 1950, when there had been only two strikes recorded in the entire history of American orchestras. The decade of the 1950's saw three more strikes, however, with two of them occurring in Philadelphia, the home of the nation's most militant orchestra. According to the author's survey results, the decade of the 1960's saw at least seventeen more strikes; this may be an understatement, because several major orchestras are not represented in the survey response and data on their strike activity was acquired haphazardly through news reports. In the three complete bargaining sessions and part of a fourth that have elapsed thus far in the 1970's, there have already been at least twelve strikes. With the bulk of the 1960's strikes occurring late in the decade, the period 1964-1974 could justly be called the orchestras' Decade of Militance.
What is most significant about the stepped-up strike activity of the 1960's and 1970's is not so much the numbers but the locations. The early orchestra strikes came in the most prestigious ensembles, such as the Philadelphia, Chicago and New York Orchestras. By the mid-1960's, however, strike activity had spread to the non-principal majors, such as St. Louis, San Francisco, and Washington. By the late 1960's, there were strikes in San Diego, Kansas City, Baltimore, Rochester, and Minneapolis. During the 1970's, the location of strike activity became completely unpredictable on the basis of orchestra demographics. If the major orchestras are ranked in terms of salary, vacations, or any other benefit, strike activity can be found at virtually any level of the rankings. One can no longer say that the principal majors, where the greatest innovations and gains are traditionally made, are the most militant orchestras. Kansas City experienced strikes in 1969 and 1973. Minnesota struck in 1970 and 1973. Cleveland struck in 1970, and the 1973 negotiations there stretched on into the early months of 1974 until a last-minute deal was reached after a strike vote had been taken. The possibility of a strike is now a real factor in the negotiations of all but a handful of orchestras. Those orchestras which seem "strike-proof" probably include the Utah Symphony in Salt Lake City, where Maestro Maurice Abravanel had induced an atmosphere of exceptional cooperation with the Musicians Union. Similarly, the bargaining atmosphere in Seattle remains highly collaborative, and, as one might expect from the town's reputation, the Boston Symphony remains the only Big Five orchestra where negotiations appear to be invariably civil and friendly. (In fact, the Boston Symphony was the only management respondent to reply to the survey through its personnel manager, who is, of course, a member of the union!)

Indeed, the statements of orchestra management in response to a survey question on which factors influence their response to union demands illustrate how the attitude of management and players can affect the incidence of strikes. In an orchestra which has had two strikes in the past five years, management responds, in its own words, with "absolute firmness--no sympathy." An extremely venerable orchestra which has never had a strike responded that "while the terms of a contract always are important, the manner in which that contract is negotiated is of equal if not greater importance. What is in our contract is less important...than the relationship of orchestra/management we have worked hard to develop over the years."

A much younger orchestra which has also been strike free seems to have effectively elicited support and understanding for its financial problems from the musicians: "We have a paradox (here). (The) orchestra has never asked for (a) pay increase, but we give (one) regularly. Negotiations are based on mutual trust and respect and mutual benefit." The contract terms in this orchestra place it in the middle of the non-principal majors.
The manager of another orchestra which has not suffered a strike claimed that his response to union demands was based on "understanding musicians' real needs and ascertaining (their) real demands." The manager of an orchestra which suffered a bitter four-week strike in its last round of negotiations replied that he "(did) not understand the question." There may be other factors than the expressed attitude of management affecting the incidence of strikes. Another orchestra which suffered a two-week strike in its last negotiation reported that it determines its response as follows: "Be fair and honest with them concerning problems of fund raising -- dealing with them as people whom we consider important." By contrast, the manager of one of the most militant orchestras of the 1960's responded in just four words: "Control" and "Ability to Pay."

Wages appear to be a major cause of strikes, as well as the related issue of season length. But orchestras that have achieved the 52-week contract and professional (i.e., minimum scale of $15,000 or more) salary levels still strike over other demands. The recent New York Philharmonic strike, for example, closed down the orchestra for ten week over the issues of money, fringes, and rotation seating. A major factor in the dragged-out Cleveland negotiations this year seemed to be major medical coverage, as well as the fact that Cleveland's financial terms of employment were far out of line with those of the other Big Five orchestras. (Cleveland also seems to be one of the few major orchestra cities where the Local Union still retains an active role in the bargaining process.)

Non-monetary questions, such as the social status of symphony musicians and their position as artists in the orchestra, may be a major contributing factor to the question of strikes. Certainly, Arian's study of the Philadelphia Orchestra (which is the inside view of a one-time member of that ensemble) suggests that symphony orchestra musicians are over-educated for the jobs they perform and are consequently unhappy with their work. Conductor Josef Krip's (formerly of the San Francisco Symphony) frequently repeated comment that "an orchestra musician when he wakes up in the morning is already offended, because he knows beforehand that he will be abused by the conductor, by the management, by the board, by the press, by everybody" suggests that Arian's conclusions are applicable to more than just the Philadelphia Orchestra case, despite denials by the American Symphony Orchestra League. Robert Evett supports Arian's conclusion on financial grounds that the most militant players, and the core of the union activists, are those whose relative obscurity in the orchestra not only leaves them with the minimum negotiated salaries but also blocks their psychological needs for ego-satisfaction once they have achieved material security. For these musicians, who by definition will make up the majority of any orchestra, it is not enough that they have obtained professional status financially; the attitude of management and the public may be all-important in determining their level of militance.
Does the orchestra strike pay off for the musicians in the long run? The author has attempted to answer this question quantitatively in a variety of ways without achieving a fully satisfactory answer. Using comparative data from Lunden's study and the 1973-1974 survey results, averages and rankings in terms of season length, salaries, and vacations were computed for orchestras which suffered no strikes during the Decade of Militance, those with one reported strike during that period, and those with two. Orchestras in the last group are characterized as most militant, since this was the greatest number of strikes reported by any orchestra for the period in question. The results of these computations were surprising. The greatest percentage increases in salaries and seasonal length during the past decade came in orchestras which experienced no strikes at all. However, the absolute increase in dollars and weeks for those orchestras averaged less than those of the striking orchestras. Orchestras which suffered only one strike during the period (and this group included several principal majors) achieved the smallest percentage gain but the greatest absolute gain, reflecting the already-larger salary bases they had achieved by 1964. The orchestras which had two strikes experienced a much larger gain in percentage terms than those with only one, but still somewhat less than those which had no strikes. The absolute increase in number of weeks contracted for by agreements shows a reversal from absolute salary increase figures; the most militant orchestras gained slightly more weeks in an absolute sense than the less militant ones, and an average of one week more than the non-militant ones, but in percentage terms the non-militant orchestras led again. Percentage increases in terms of vacations could not be calculated due to the lack of comparative data, but the length of vacations contracted for in 1973-1974 was greatest in the one-strike orchestras and least (an average of only 1.5 weeks) in the most militant orchestras. This may reflect some gains made by the principal majors before the decade in question.

Given this sort of data, and the interesting fact that the only contract term or benefit which seems to relate highly to strike activity is the expiration date of the contract (most strikes occur in orchestras which bargain just before the winter season begins), one is tempted to speculate that pattern bargaining is occurring, with the striking orchestras breaking new ground and the non-striking musicians picking up bigger gains in the following round of bargaining. The most militant orchestras, a group whose salaries and vacation terms are lowest of all on an aggregate, may be following a completely separate trend that will be absorbed into the pattern when and if their terms and conditions of employment are brought into line with the orchestras in the other two groups.

If pattern bargaining affecting the first two groups is occurring, it might show up in the strike data in terms of cycles of strikes. Unfortunately,
most orchestras responding to the survey indicated the year a strike took place without giving the actual dates. But even the yearly data indicates that there is some sort of cyclical activity in symphony strikes. The big strike years of the past decade were 1966 (with the epochal Philadelphia strike), 1969, and the most recent round of negotiations. In other words, about every three years a wave of strikes hits the symphony world. This reflects, of course, the prevalence of three-year contracts. But if the off-years for strikes include bargaining for just as many orchestras as the heavy strike years, that might indicate that a pattern is emerging. Unfortunately, the data yielded by the survey is not conclusive on this point. All of the existing contracts were negotiated in 1971, 1973, or 1973. The year 1971 was an off-year for strikes. Only one out of the five orchestras reporting negotiations that year suffered a strike, and this orchestra was one of those that would be placed in the most militant category, which we have excluded from the pattern hypothesis. Of the 1972 bargaining orchestras, three out of ten suffered strikes, but two of those strikes were in most militant orchestras. Four out of eleven bargaining processes included strikes. In this case, only one of the striking orchestras could be placed in the most militant category, but the financial terms of this orchestra’s agreement would tend to place it in the pattern group. Thus, confirmation for the theory is by no means solid on the basis of survey strike data, but at least tentative confirmation may exist. Three out of the four 1973 strikes took place in orchestras which are definitely "leaders" in breaking new contract grounds, with issues such as rotation seating included. (One of these, the archetypal leader, was the first orchestra through the years to negotiate a paid vacation, the first to actually play under a 52-week contract, and the first to negotiate a $20,000 base scale, which will take effect during the final year of the new contract.) Only one of the striking orchestras ended up with scale less than $10,000, and in fact, two of the three orchestras remaining are definite "wage leaders" in symphonic employment. By contrast, all of the remaining orchestras bargaining in 1973 could be characterized as followers, achieving respectable increases and sometimes dramatic ones. In fact, two of these "follower" orchestras achieved 52-week seasons (which are not characteristic generally of orchestras in their financial neighborhood), which may indicate a pattern effect. However, a longer-term study with more data would be required to draw a firm conclusion on this subject. As a tentative conclusion, one may state that the gains achieved during the decade of widespread militance were so much greater than those attained during the period of collaboration between local unions and orchestra associations that strikes are probably due some credit for the gains.

In terms of confirming the pattern bargaining theory, a fascinating project for further study might be to trace the appearance of some innovative clause of the 1960's through various contracts. Certainly, the fact that both sides confer among themselves on contract terms (the musicians through ICSOM
and management through the "Major Managers Group" in the Symphony Orchestra League) lends credence to the pattern theory, but a detailed study on one or two contract clauses would provide strong confirmation for the theory.

The Orchestra Agreement: Its Terms and Peculiarities

On the basis of contract terms, one may discern four distinct groups among the major orchestras. Group A, consisting of the Big Five plus Los Angeles, includes 100-musician ensembles with 52-week seasons, 6-7 weeks of paid vacation; and minimum scales ranging from $15,600 to $18,200. The orchestras in this group, with the exception of the Boston Symphony, have all suffered one strike during the Decade of Militancy, and, with the further exception of Cleveland, were the sites of most of those strikes occurring before the decade. All of these orchestras have recording contracts with major international labels, thus significantly raising the actual compensation to musicians through royalties. (Indeed, one of these orchestras includes a $2000/year royalty minimum guarantee in its collective bargaining agreement.) These are the nation's most prestigious and venerable symphony orchestras. Two of these orchestras sent the author a copy of their collective agreements.

Group B consists of eleven major orchestras in some of the nation's largest cities. They are slightly smaller in terms of membership, and their salary minima range from $10,000 to $14,535 for seasons running from 52 weeks down to a low of 44. All but one of these orchestras have paid vacations, ranging in length from one to seven weeks. In terms of orchestral militancy, about one-third of these orchestras have never suffered a strike, one-third had one strike during the past decade, and one-third are in the most militant group. All of these orchestras have made recordings at one time or another, but none has a long-standing history as a major recording orchestra on a major international label, with the possible exception of the National Symphony Orchestra in Washington; thus, royalties from recordings are not a significant feature of the musician's remuneration. In the past, some of these orchestras have made recordings of contemporary repertory at reduced rates for minor labels with the acquiescence of the A.F.M. These orchestras tend to have respectable regional reputations and attract audiences on American tours, but their international reputations are not quite as high as those of the Group A orchestras. Their conductors tend to be somewhat less prestigious, and spend more time in the orchestra's home city. One of these orchestras sent the author a copy of its collective agreement.
Group C consists of eight orchestras, most of which are newer and have less of a reputation outside their own regions. Their salaries range from $6,560 to $9,690, for seasons varying from 32 to 42 weeks. They all have paid vacations, lasting from one to three weeks. About half of the orchestras in this group have never struck, while the other half are almost all in the most militant group. In terms of the prestige of their conductors and their recording commitments, these orchestras reside at the bottom of the major orchestra list. Only one has had a continuing relationship with a major label, and that ended many years ago. The others have recorded occasionally. One of these orchestras sent the author a contract.

Group D hypothetically consists of new arrivals in the major group that are not yet set up financially as major permanent orchestras. Only one such orchestra responded to the survey. It provides part-time employment for a relatively small number of musicians, paying a scale of $2,912 for a season of less than thirty weeks. It has no paid vacations or any other fringe benefits to speak of, and has had two strikes during the Decade of Militance.

In terms of the evolution of bargaining, the orchestras in Groups A and B are furthest along the road to control by the Symphony musicians of the union side of the table.

A comparison of contract terms and language in the four contracts sent to the author, spanning as they do the three significant groups of permanent major symphony orchestras, sheds light on some of the issues peculiar to orchestras, as well as showing the relative industrial relations sophistication of the orchestras in each group. Since the contracts were submitted in confidence, the orchestras may not be identified by name, but they will be described. Orchestra 1 is a Big Five eastern orchestra with a lucrative recording contract and a world-celebrated conductor. It has toured overseas frequently and has engaged in collective bargaining since its founding. It has enjoyed a reputation as a militant orchestra, although it had only one strike during the past decade, and as a leader in securing new benefits for musicians. Orchestra 2 is a western ensemble of more recent celebrity, paying a scale comparable to the Big Five. Although its current conductor is of international repute, he is relatively younger and less well established in the symphony world than his colleague in Orchestra 1. In fact, throughout its history, Orchestra 2 has employed up-and-coming conductors who went on to become international celebrities conducting other orchestras. This orchestra has a strike record comparable to Orchestra 1. Orchestra 3 is an eastern ensemble directed by a young, foreign-born conductor of considerable talent. It has toured extensively within the United States, and has more than merely a regional reputation, although it has not recorded extensively. It has experienced strike activity during the past decade comparable to most militant orchestras. Orchestra 4 is located in
a small inland city away from the coastal population belt of the east. It has been connected with a noted music conservatory, and its music directors for many years have been more noted as pedagogues than as international celebrities. Due to its academic affiliations and the interests of one of its conductors, this orchestra had a long relationship with a major recording company, unusual for an orchestra of its size and financial situation. The orchestra has been very militant in recent years. Two severe strikes during the Decade of Militance are reflected in the contract provisions. All four contract are three-year agreements covering the season 1972-1973 through 1974-1975.

In terms of union security, the contracts reflect the strength of local musicians' unions and the lack of NLRB jurisdiction prior to 1973. Surprisingly, Orchestra 1 has no union security clause. Orchestra 2 has a standard union shop provision, requiring new musicians to join the local union within thirty days of hiring and requiring all musicians to remain members in good standing for the length of the contract. Orchestra 3 has a closed shop, with all new musicians required to join the union before they can be formally hired. Orchestra 4's agreement includes a rather vague formulation requiring all musicians to belong to the union, without specifying when they must join. However, after the NLRB's jurisdictional ruling of 1973, an amendment to the agreement was concluded containing specific union shop language, with a proviso stating: "In the event that the current law concerning 'closed shop' provisions is ever changed so as to permit same, or if the NLRB changes its current policy of exercising jurisdiction over symphony orchestras, the former Paragraph VII A shall be automatically reinstated into this agreement." This would indicate that the parties regarded their original clause as a closed shop clause.

Three of the agreements specify the size of the orchestra. Orchestra 1 provides for 101 musicians (one serving as personnel manager) and a librarian who is also to be a member of the union. Orchestra 3 contracts for the services of 92 full-time musicians, a librarian, and a personnel manager (who may be one of the 92) during the first year of the contract, to increase to 94 in the third year. Orchestra 4 specifies a "core orchestra" of 55 full-time musicians. All four contracts set rates for the hiring of additional musicians, who must be union members.

All of the agreements have extensive language on touring conditions, specifying the modes of transportation to be used, the quality of accommodations to be provided, and the number of concerts and rehearsals that can be played in a given unit of time while on tour. For example, Orchestra 4 forbids the rehearsal of anything but tour music once the orchestra is 55 miles or more from its home base. Orchestra 1 agrees in its contract to excuse several musicians from making a planned foreign tour because they are under
medical advice not to fly and the orchestra had made commitments requiring flying during the tour. Similar details on specific touring conditions appear in all the contracts.

Of particular interest in an artistic institution such as an orchestra is the degree to which the musicians influence artistic decisions through collective bargaining. Orchestra 2 provides, in its agreement, for the establishment of an Artistic Liaison Committee, which compiles the opinions of the musicians on such subjects as guest conductors, guest soloists, and repertory. In addition, this Committee handles grievances about the legibility of parts, which can be a major source of complaint, particularly when an orchestra has a program of commissioning new works which are played from manuscripts or xerox copies of handwritten parts. Orchestra 4, as a result of its conductor troubles during the past decade, has a clause providing for close collaboration between the management and the musicians in the choice of new Musical Directors. Orchestra 4 also has a continuous bargaining committee which considers problems affecting the development of the orchestra during the term of the contract. In addition, the contract forbids a merger with a neighboring orchestra which had been rumored during the late 1960's. Orchestra 4 also specifies the degree to which the orchestra can be reduced in concert to play music requiring reduced forces. The Addendum to the contract lists specific works which would be regarded as representative of appropriate "symphonic" music calling for a reduction of forces. The examples reflect the repertory of the orchestra: Wagner's Siegfried Idyll, Ravel's Tombbeau de Couperin, Mozart's Eine Kleine Nachtmusik, any Brandenburg Concerto of Bach, and Kurka's Overture to Good Soldier Schweik. By contrast, neither Orchestra 1 nor Orchestra 3 have negotiated such artistic clauses. However, all of the orchestra managements are curtailed in their programming decisions by the time limitations on concert length specified in the collective agreements. Orchestra 1 limits concerts as follows:

The duration of any concert shall not exceed one hundred thirty (130) minutes, starting from the time of call on the bulletin board until the concertmaster leaves the stage at the conclusion of the concert, with the understanding that the playing time during this period shall not exceed one hundred five (105) minutes, and there shall be an intermission of fifteen (15) minutes in each concert. Under this agreement, playing time is defined as follows: The elapsed time from the conductor's first beat to the end of the music before intermission, plus the elapsed time from the conductor's first beat after intermission to the end of the music at the conclusion of the concert. An additional ten (10) minutes of playing time (within the existing concert
time) shall be allowed for two (2) programs of not more than four (4) concerts each, said programs to be comprised of a single work, but said addition shall not be allowed on tour weeks.

The last sentence undoubtedly refers to performances of works like the monumental Mahler symphonies which have become very popular in recent years and which frequently run close to two hours. The agreement effectively prevents management from scheduling concert programs of most complete operas, which were quite frequent in this particular city for many years as it lacked a top rank opera company. Elsewhere in the agreement, provision is made for the installation of a clock and the presence of a timekeeper at all concerts to make sure the agreement is lived up to. Orchestra 2 gives more leeway to the conductor for programming longer works. Concerts may go up to 2.25 hours in duration, with no specified length of playing time or intermission time. Extensions of this time are authorized up to 2.50 or even 2.75 hours for the performance of certain works at certain times of the year. While not specifically regulating concert length, Orchestra 3 requires a 15-minute intermission in all concerts running over 90 minutes, and a 20-minute intermission between "back-to-back" Youth Concerts. Also, Orchestra 3, by defining a service as 150 minutes and limiting services without overtime to two in a given day, effectively limits the number of concerts that might last longer than a service. The agreement also provides: "Musicians shall not be entitled to overtime pay when required to remain in their seats for bows during applause after the performance has ended." Orchestra 2 has a similar clause. Orchestra 4 provides a formula based on the size of the orchestra, implying that the larger the orchestra is, the less wear is felt by the individual player. (This may be debatable, considering the nature of some works requiring an enlarged ensemble.) At any rate, when the orchestra includes 5 extra musicians, the concert may run 2.25 hours. When the number of extra people is less, or just the "core orchestra" is performing, concerts may run only two hours, but management may schedule three programs during the season using these reduced forces for 2.25 hours. The concert programs during which opera or ballet are performed may run three hours. "Program material must be arranged within this time limit with enough leeway for applause or other emergencies such as resetting stage, etc. This time limit applies to all concerts whether or not a soloist or special feature is included."

Dividing the orchestra is a frequent subject for coverage. Orchestra 4 may be divided into units of 15 or more players during any week of the season, with various requirements as to consulting the musicians involved and spreading around extra work equitably. Management is more restricted in Orchestra 3, as it can break down the orchestra into units no smaller than 25 and must distribute principal players among the segments equally. Orchestra 2 has the same size limitations as Orchestra 3,
but the contract further limits management's flexibility by limiting the number of occasions on which division can take place, and by providing principal position pay for those members of the segment that are assigned principal positions within the reduced unit, which they do not ordinarily fill in the full orchestra. Orchestra 1 has a much less specific clause, limiting breakdown to two units, which may or may not be equal in size to half the orchestra. The number of occasions on which breakdown may occur, however, is strictly limited, and type of concert so allowed is limited to free educational programs.

Among the outstanding features of health and pension benefits are provisions for musicians joining Health Maintenance Organizations in Orchestra 2's contract and provisions for benefit concerts in some other agreements. All four orchestras have pension and insurance plans.

A point of major contention in these orchestras has been the procedure for the dismissal of players. Retirement is mandatory at age 65 in Orchestra 1; Orchestra 4 makes retirement possible at 65, but musicians may continue to play in the orchestra by joint agreement; Orchestra 3 mandates retirement at 70; Orchestra 2's contract is obscure on the point. Dismissal is for just cause in all of the orchestras, although suitable grounds are specified differently in the different contracts. Some of these contracts require a disputed discharge to go through a grievance committee. Some provide binding arbitration, while others specify an internal appeals process which is final but which includes participation in the decision by members of the orchestra. Discharge is a controversial subject in orchestras, because the evaluation of musical ability is a very subjective process. Before the current strengthening of contract terms, conductors had virtual "life or death" power over musicians at any time. Discharge clauses were consequently among the first goals of musicians when they gained control from the local unions over the bargaining process, and unpopular discharge decisions by management have been the specific cause of several strikes and the institution of NLRB proceedings in the landmark Rochester Philharmonic case that brought orchestras under the Board's jurisdiction. Most orchestra contracts have clauses governing discharge, but the degree to which a player of declining ability can hang on varies from one organization to another.

Among those contract clauses about which data was not available generally but would be interesting in a future study are the following: availability of arbitration in grievances, degree of pension and insurance coverage, comprehensiveness of touring provisions, degree of participation in bargaining by the local union. Unfortunately, at the time the present survey was drawn up, the author had no existing orchestra contracts available to refer to in framing the questions, so these and other interesting areas were omitted from the questioning.
In sum, orchestra contracts combine features common to most industrial collective agreements with features unique to orchestras. Peer review on dismissals and musician input into artistic policy are examples of areas where symphony orchestras are unique and may provide insights into the shape of similar clauses in future white collar bargaining. Union security, pensions, and other financial benefits are examples of areas where the symphony players have secured contract coverage similar to that in other occupations covered by collective bargaining agreements.

Conclusions

The collective bargaining process has changed drastically in the major symphony orchestras over the past two decades. Players who were poorly represented at the beginning of that time have won direct and forceful representation for themselves. The results in terms of contract terms have been tremendous. Salaries, season length, benefits, and non-economic issues have all shown tremendous change for the betterment of the players over the past two decades. The Decade of Militance, stretching from about 1964 to the present, has shown a doubling of salaries as most of the major orchestras have expanded to near full-year employment with paid vacations. Clearly, the difference between the old condition and the new has been the degree of direct input from the symphony musicians. At the same time, one must observe that these financial gains, although perhaps merited by the musicians who had been subsidizing the orchestras by playing at the old, low rates, have seriously threatened the existence of the orchestras. The cost of running a major orchestra increased so dramatically during the Decade of Militance that the American Symphony Orchestra League's definition of a major orchestra in terms of budgetary expenditures had to be revised upwards substantially in recent years to reflect reality. The Income Gap, of course, rises with the budget, since income from ticket sales and recording royalties increases, if at all, at a slower rate than salaries.

At the outset, we said that the case of the symphony musician can be especially instructive in a period when collective bargaining is expanding to white collar employees with professional training. Several lessons can be learned from the symphony experience. One is that the workers themselves must be involved and have sole ratification rights if they are to achieve reasonable terms and conditions of employment, particularly when they work for nonprofit organizations that convince a local union on the ability-to-pay argument, such as voluntary hospitals, for example. Another lesson is that management must approach such workers with a special mental set if it is to avoid militance in the relationship. One of the leading orchestras, with a magnificent contract in terms of salary, vacation, medical and pension
coverage, arbitration of disputes, etc., is still one of the most militant of all ensembles, because the players have perceived management's attitude as hostile or at least denigrative of their artistic standing.

Some of the most successful orchestral collective bargaining relationships have emerged in cities where the management treats the musicians as artists worthy of being consulted on the fate and policy of their orchestra, as partners in an artistic endeavor. This lesson might easily be extended to professional employees generally. If management deals with them as "hired help," they will behave like hired help and strike even when striking might endanger the existence of the enterprise. If management can involve the employees in the fate of the organization by treating them as equally-concerned partners worthy of consultation on important decisions (i.e., meaningful rather than pro forma consultation), militance might be avoided, even when financial rewards are not so munificent. (See, for example, the case of the Utah Symphony Orchestra.) As an example of what can happen when management is not sincere in offering consultation rights, consider the Cleveland Orchestra case. When George Szell, Cleveland's Musical Director, died after a quarter-century with the orchestra, management told the players that they would have a say in the choice of a successor. After a season of guest conductors, the players were polled as to their preference. The conductor who came in last in the poll was offered the position, and the musicians were extremely upset. According to one report, as many as thirty-seven of the orchestra's members tendered their resignations. (It is not known how many actually left the orchestra over this incident.) Residual bitterness over this episode may have been at the heart of the prolonged 1973-1974 negotiations, which ended at the last moment before a voted strike was to take place. The militancy record of such cities as Philadelphia and Boston attest to the further truth of this lesson. The Philadelphia musicians, as described by Arian, were disenchanted by management's attitude so completely that not even the distinction of being the first orchestra to win a 52-week contract commitment could keep them from a long and bitter strike in the following round of negotiations. In Boston, by contrast, despite the turbulent history of that orchestra in the 1940's, there has been no strike and the musicians appear to have been satisfied with the appointment of their new Music Director last year.

Perhaps some of the distinguishing characteristics of major orchestra collective bargaining make the setting so unique that no valid comparisons can be drawn. The author, however, feels that the lessons enumerated above might apply with profit to loosely comparable situations in other areas of employment. Symphony musicians have won much through collective bargaining in the past two decades. Only the future can tell whether they will continue to gain increases at the present rate in the face of the spreading Income Gap and the frequently predicted financial and artistic collapse of the orchestra as an American institution.
Local Union Questionnaire included the following:

1. Do you have a collective bargaining agreement presently in force?
2. What is the duration of the present agreement?
   What is its expiration date?
3. What new clauses that you consider important were included in the present contract and were not included in the contract before that one?
   What was the minimum scale in the present contract?
   What was the length of the season (in weeks) in that contract?
4. Which of the following are included in the present contract: pension (contributory; noncontributory), leave-time during season, vacations (how many weeks), health insurance or life insurance (contributory; noncontributory), prohibition on moonlighting in other ensembles of specified size, special tour rates or tour overtime, management option to break down into smaller ensembles for special events, musicians participate in selection of musical director, musicians participate in choice of repertory, musicians participate in choice of guest artists, rotation in section seating.
5. Of those items not checked above, which were sought unsuccessfully in the most recent contract negotiations?
   What other significant new clauses were sought?
6. Of those items not checked above, which will you seek in the next round of contract negotiations?
7. What other major new clauses can you now see as possible objectives in future negotiations?
8. Do you make comparisons to other orchestras in setting contract goals? Which orchestras do you look to?
   Do you make comparisons to other professions? Which?
9. Have you conducted a strike in the past ten years?
   When and for how long? Which of the goals mentioned above or not mentioned thus far were the causes of the strike(s)?
10. If you believe that there are any special features of the collective bargaining agreement in force for your orchestra which deserve special mention, could you describe them briefly?

Orchestra Association Questionnaire included the above with the exception of question eight, for which the following was substituted:

8. What factor(s) do you consider most significant in determining how to respond to the local union's demands?
### Major American Orchestra Strikes

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<tr>
<td>1974</td>
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<tr>
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<td>1980</td>
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<td>N.A.</td>
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</table>

*Lunden's data (pre-1966) was expressed in days. I have multiplied data given to me in weeks by 7 to get comparable figures. This table is not presented as complete, for reasons given in the text.*
Footnotes


4. Hart, 3-47.

5. Id., 48-70.


7. Roussel, Marsh; see also Herbert Kupferberg, Those Fabulous Philadelphians, Scribner's Sons, New York, 1969.


10. See McCalley, 88; See Lunden I, 35-37.


16. Lunden I, 119-120.


22. Roussel, 13ff.

23. Hart, 5, 84.

24. Lunden I, 119-120.

25. Id., 107.


27. McCalley, 222.

28. Id.

29. For a description of this, see Edward Arian, Bach, Beethoven, and Bureaucracy: The Case of the Philadelphia Orchestra, University of Alabama Press, University, Alabama, 1971, 87-90; also see Lunden I, 110-112.

30. Lunden I, 130.


33. 29 LRRM 1115 (1951).

34. 82 LRRM 1519 (1973).
35. McCalley, 222.


38. Lunden I, 333-345; McCalley, 232.


40. Interview with a music educator who has engaged in joint concert projects with major orchestras.

41. Interview with an instrumentalist who has contacts in a principal major orchestra.

42. McCalley, 225.

43. This, and all other current information, is from the responses to the author's 1974 survey unless otherwise noted.

44. Lunden I, 367.

45. Id., 368-371.

46. Supra 19.

47. Lunden I, 383-385.


49. Mayer, supra 13.

50. Lunden I, 341.

51. Id., 379.

52. McCalley, 222-223, 236-238.

53. Lunden I, 447-449.

54. Lunden I, 445-446.

55. Id., 389ff.
56. Id., 460-461.
57. Id., 385.
58. Id., 370-371.
59. Id., 348.
61. Lunden I, 486.
63. Evett, supra 37.
64. Arian, supra 29, 74-108.
65. Swoboda, supra 18, 41.
67. Evett, supra, 37.
68. Anecdote related by an American composer who has had frequent dealings with the orchestra.
69. Arian, 74-108.