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Affairs of the Federation

AGVA SETTLEMENT REACHED!

An Agreement Has Been Reached Between the American Federation of Musicians and the American Guild of Variety Artists - - the Text of Which Will be Found at the End of the Following Article.

In October, 1953, I received a letter from the American Guild of Variety Artists terminating an agreement that had been in force since May 29, 1950. To this date no one knows why the agreement was abrogated, inasmuch as this organization only made unsubstantiated accusations. This controversy has lasted thirteen months. Just recently the Executive Secretary of AGVA called the President's office and spoke with Jack Ferentz, an assistant to the President, telling him that he was ready to capitulate and willing to come in. This was a far different person than the same man was when he sent me the letter cancelling the agreement some months ago.

Two meetings were arranged at the office of our attorneys in New York and negotiations were carried on with Walter Murdoch, Executive Officer for Canada, and Jack Ferentz, both representing the Federation. From these meetings came the agreement printed below. You will find that the sixty-day-notice clause contained in the old agreement is now eliminated. We asked for a ten-year agreement without any cancellation clause. They thought it would be better to have a five-year agreement with the option of either side renewing the agreement for five additional years, which in effect means a ten-year agreement. If, they say, after five years they don't want five more years, but we do, then we have an agreement for five more years, and vice versa. We have a ten-year deal because the way we feel now, we will exercise our right of option for another five years.

The items enumerated in the following paragraph are contained in a separate letter agreement. Anyone desiring a copy of same may have it by writing the President. Every request of the American Federation of Musicians in these negotiations was granted including the withdrawal of all court cases brought by AGVA. They have also agreed not to discriminate against and to take back four of their representatives who cooperated with the American Federation of Musicians during the dispute. They also agreed not to discriminate against any of their members who resigned

from AGVA to join the American Federation of Musicians if they chose to return to AGVA.

They were very foolish to abrogate this agreement in the first place, because you will notice as we go along, the agreements become tighter and tighter in favor of the American Federation of Musicians. I have said many times that if we are right, we have nothing to fear. Honesty, decency and truth will always prevail, and these are things we had on our side during this fight.

The American Federation of Musicians did more to organize their organization from its inception than they did themselves. As far back as 1937 the Federation instructed all band leaders who sang, and vocalists with bands, that they had to join AGVA, and we helped them organize in many other ways. As the agreement reads now, band leaders and members of bands who sing or do M. C. work as well as play, belong in the jurisdiction of the American Federation of Musicians.

This controversy was not an easy one. It cost the Federation a great deal of time, money and aggravation in order to be alert for every move they might make to steal musicians who rightfully belong to the American Federation of Musicians. I would advise AGVA that they would do better to organize the sixty per cent of their field which is non-union rather than to steal the musicians who are already organized. It would be like the American Federation of Musicians trying to organize electricians when more than half the musicians were non-union. It seems to me our first duty would be to organize musicians and not electricians if we were in the same position they are, and thank God we are not, as we are as well organized as any union in the labor movement.

AGVA's Executive Board passed a motion that all musicians who did not play in the pit in the theatre belonged to AGVA. There is no such thing as a pit musician as such. Symphony orchestras play on the stage. Theatre orchestras play on the stage. Dance orchestras play on the stage. The majority of our musicians work on the stage, so you can see

IMPORTANT NOTICE

CODE OF ETHICS IS CONTINUED

The Code of Ethics was again renewed between the Music Educators National Conference and the American Federation of Musicians last September, and generally speaking a good understanding exists between the locals and the schools throughout the United States and Canada.

However, from time to time some principal of a school, or an ambitious band leader, violates the agreement by allowing the band to participate in affairs that are not school functions. In the past several months we have had complaints of such violations from various parts of the country, usually much too late to do anything about the situation. If the locals would report such violations to the President's office early enough and give us time to work on the problem, in almost every instance adjustments could be made favorable to the professional musician.

Recently we had some difficulty in Tucson, Ariz., jurisdiction of Local 771, where a high school band was engaged to play at a County Fair at which not a single Federation musician was engaged. In this case we had some time in which to work. We contacted the Secretary of the Music Educators National Conference in Chicago who set the wheels in motion, with the result that the high school band did not play the Fair engagement. There were numerous other instances straightened out in the same manner—because there was ample time to work.

This agreement between the Music Educators National Conference and the American Federation of Musicians has functioned very well due to the fact it has been respected and honored by both organizations.

JAMES C. PETRILLO,
President, A. F. of M.

how serious this controversy was. I hope that they have learned that the American Federation of Musicians will not tolerate any person or organization interfering with its jurisdiction, and we will always fight any organization which attempts to steal members who rightfully belong to us.

Right here I want to say that I cannot give too much credit to Walter Murdoch, our Ex-

KEEP MUSIC ALIVE . . . INSIST ON LIVE MUSICIANS



Executive Officer Walter M. Murdoch, who led the fight in Canada where most of the fighting took place and who was mainly instrumental in bringing about the capitulation of AGVA.

Executive Officer who led this fight in Canada, and who practically succeeded in breaking AGVA in that country. I am satisfied that his fighting ability and honesty have brought this organization to their senses and brought about the signing of this agreement. The newspaper stories, editorials and cartoons in the Canadian press concerning Walter Murdoch were absolutely brutal, but at no time did he cry for help or falter in his vigilant fight. He continued relentlessly to do his job one hundred per cent. He even risked losing the friendship of members of his own local, but he kept the membership informed of the true story at all times with the result that just a few days ago he was re-elected President of the Toronto local without opposition.

Walter Murdoch, in my opinion, in leading this fight to a successful conclusion has earned the right to be counted among the great labor leaders in the American Federation of Labor.

I want to give credit to Jack Ferentz, my assistant, who has also handled this matter since its inception in working hand in hand with Mr. Murdoch, as it comes within his department as assistant to the President.

I would also like to give my grateful thanks to President Tipaldi and Secretary Charette of the Montreal local; Provincial Officer Addison of the Hamilton, Ontario, local; President Horner of the London, Ontario, local; Secretary Williams of the Brandon, Manitoba, local; Secretary Morris of the Calgary, Alberta, local; Secretary Turner of the Edmonton, Alberta, local; President Belyea of the Halifax, N. S., local; Secretary Snowden of the Kingston, Ontario, local; Secretary Kuhn of the Kitchener, Ontario, local; Secretary Scott of the Niagara Falls, Ontario, local; Secretary Lytle of the Ottawa, Ontario, local; Secretary Searles of the Peterborough, Ontario, local; Secretary Black of the Port Arthur, Ontario, local; Secretary Rousseau of the Quebec City local; Secretary Rosson of the Regina, Saskatchewan, local; Secretary Knapp of the Saskatoon, Saskatchewan, local; Secretary Adams of the Windsor, Ontario, local; Secretary Hickmott of the Sault Ste. Marie, Ontario, local; Secretary Crabtree of the St. Catharines, Ontario, local; Secretary Beadle of the Stratford, Ontario, local; Secretary Harris of the Toronto, Ontario, local;

Secretary Leach of the Vancouver, B. C., local; Secretary Drewrys of the Winnipeg, Manitoba, local; Secretary Butler of the Victoria, B. C., local; President Nickerson and Secretary Fischer of the Boston, Mass., local; President Hal Davis of the Pittsburgh, Pa., local; President Cappalli and Secretary Thompson of the Providence, R. I., local; Secretary Lowe of Local 274, Philadelphia, Pa.

These locals and officers at one time or another during this controversy hit head on with AGVA, and believe me, they did more than hold their own. I am very proud of each and every one of them.

I could not conclude this article without giving my grateful appreciation to the International Executive Board for giving the President full power to act in protecting the rights of the American Federation of Musicians in this controversy as in all past controversies. If I had been hampered in any way by our Board, we would not have come to a successful conclusion—by that I mean in putting the proper men in the proper spots at the proper time, and spending the money of the Federation whenever it was deemed necessary to protect the interests of the American Federation of Musicians.

I wish and pray that in the not too distant future all locals will give their officers full power to act, because in too many cases personal feelings for the President or the Secretary of a local preclude his receiving power to act, and the members do not realize that they are not fighting their President or Secretary, but they are obstructing the progress of their local.

One very important point I would like to make in connection with the signing of this agreement on the national level is that no local should make any agreements with AGVA at a local level without clearance first obtained from the President's office; and I would like the locals to keep in mind that the signing of this agreement with AGVA in no way indicates that the American Federation of Musicians has any intention of doing organizational work for AGVA. This agreement merely means that they can no longer raid our membership.

It is the duty of every local to see to it that this agreement is lived up to and to make sure that no musician who sings, acts, or performs in any way aside from playing his instrument, joins AGVA without first consulting the President's office.

**JAMES C. PETRILLO, President,
American Federation of Musicians**

November 15, 1954

Mr. James C. Petrillo
American Federation of Musicians of
the United States and Canada
570 Lexington Avenue
New York, N. Y.

Dear Sir:

1. We hereby withdraw any and all notices heretofore given by us cancelling and terminating the agreement between us dated May 29, 1950, a copy of which is attached.

2. Said agreement of May 29, 1950, is hereby reinstated in all particulars except that

paragraph "11" thereof is eliminated and in substitution therefor, it is agreed that the term of said agreement shall expire on December 31, 1959, with the option in either party to extend such term to and including December 31, 1964, by giving notice in writing to the other on or before December 1, 1959.

3. We warrant and represent that we have due authority to enter into this agreement in behalf of American Guild of Variety Artists.

Very truly yours,

**AMERICAN GUILD OF
VARIETY ARTISTS**

By Jack Bright, President

By Jack Irving

National Administrative Secretary

Agreed to:

**AMERICAN FEDERATION OF
MUSICIANS OF THE UNITED
STATES AND CANADA**

By James C. Petrillo,

President

May 29, 1950

This is the agreement arrived at between the American Federation of Musicians and the American Guild of Variety Artists resolving our dispute.

Mr. Gus Van, President
American Guild of Variety Artists
1697 Broadway
New York, N. Y.

Dear Mr. Van:

The proposals that follow are pursuant to your committee's visit with our International Executive Board, and also constitute counter-proposals to those made to us in the letter from your organization dated November 1.

OF VITAL CONCERN

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As a basis for solving our current jurisdictional difficulties, the Federation proposes that

(1) Any jurisdictional dispute that may subsequently arise based on the interpretation of anything in this letter agreement should be resolved at the top levels of both organizations. No local branch of AGVA is permitted to determine for itself who should or should not belong to AGVA or the A. F. of M. All such questions should be resolved by the national AGVA and national A. F. of M. officers.

(2) Members of the American Federation of Musicians who perform as an act, and, during the course of that act do not play an instrument, will not be required or requested to resign from AGVA. This has reference to performers who may act as magicians one day and perform as musicians the next, etc. In either case, the activities of the individual are confined to the one classification—either performer or musician. This type of performer would be privileged to belong to both organizations, and to operate under the contracts of the respective organization having jurisdiction over the type of work being done at the moment.

(3) Instrumentalists, whose performance consists in the main of instrumental playing, and who may incidentally do some acting or m.c.'ing, belong in the jurisdiction of the A. F. of M. All band or orchestra leaders belong in the jurisdiction of the A. F. of M., including those who act as M.C.'s or vocalists, or give any other type of performance while acting as leaders of bands or orchestras. All instrumentalists, including cocktail units, accordionists, mouth organists, mandolinists, guitarists,

xylophonists, zither players, etc., who play instrumentally exclusively, whether on stage, in a floor show, in the spotlight, or anywhere else, solo or with a group, shall not become members of AGVA, and must belong only to the A. F. of M.

(4) Actors whose performance consists mainly of acting, singing and dancing, etc., and who may incidentally, during a small portion of the act, play an instrument, properly belong in the jurisdiction of AGVA.

(5) In both of the above cases, the performers or musicians, as the case might be, must use the contracts issued by their respective organizations.

(6) Non-playing vocalists traveling with a band or orchestra belong in the jurisdiction of AGVA. However, singing musicians who are members of and play with a band or orchestra, shall not become members of AGVA, and must belong only to the A. F. of M.

(7) Members of the A. F. of M. who were constrained to resign from AGVA during the current dispute, and who are now determined to be rightfully belonging in the jurisdiction of AGVA pursuant to Paragraphs 1 and 8 of this letter, will be instructed to rejoin AGVA, and should not be required to pay a reinstatement fee.

(8) In order to avoid endless controversy, both the A. F. of M. and AGVA agree that they will make every effort to review all acts whose jurisdiction is in controversy and to classify them as either belonging to one or the other organization, or both, and that after this is done, a classification will be issued to the

act, attesting to the jurisdiction in which the act properly belongs.

(9) Concessions agreed to by the A. F. of M. and AGVA in this letter agreement are not to be construed as setting a precedent, nor should they be considered as prejudicial to any rights the A. F. of M. or AGVA have with respect to their jurisdictions granted to them by the American Federation of Labor.

(10) You have assured and guaranteed us that your Executive Committee, which includes the President and Executive Secretary, has authority and power to enforce this agreement insofar as AGVA is concerned. We have your assurance also that you will keep strict control over your branches so that they do not take action on their own with respect to any provision of this agreement.

(11) This agreement may be terminated by either party giving the other sixty days' written notice of such termination.

These proposals are submitted in an honest effort to once and for all resolve this dispute. If these proposals meet with your approval, your signature indicating your approval at the bottom of this letter will constitute this a binding agreement.

Sincerely yours,

JAMES C. PETRILLO,
President

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ABOVE: Winnipeg Symphony Orchestra and Walter Kaufmann, conductor.

Symphony and Opera

SOLOISTS Now in its seventh season, the Winnipeg Symphony has scheduled as guest artists violinists Betty-Jean Hagen and Szymon Goldberg, cellist Zara Nelsova, pianists Ross Pratt and Rudolf Firkusny, and soprano Dorothy Maynor . . . Joseph Szigeti will be soloist with the Little Orchestra Society of New York at its January 17 concert. Thomas Scherman is the orchestra's conductor . . . Jacques Abram was piano soloist with the Trenton (New Jersey) Symphony at its concert December 7 . . . Violinist Norman Carol was guest artist with the New York Philharmonic-Symphony November 13 under the baton of its associate conductor Franco Autori . . . The nineteen-year-old American pianist, Van Cliburn, made his Cleveland debut November 18 when he played the Tchaikovsky Piano Concerto No. 1 with the Cleveland Orchestra . . . Eugene Istomin was the first soloist of the Indianapolis Symphony season, playing Chopin's Concerto No. 2 in F Minor at the November 20 concert.

FEATURE The spirit not only of a great composer but also of a whole era was revived in the program presented by the Philadelphia Orchestra on November 16 at Carnegie Hall. Alexander Brailowsky would seem to be exactly fitted to bring back pianistically the flavor of a surer, a more simple, and a more richly emotional age. All that the nickel-in-the-slot machines have done to debase the great Piano Concerto No. 2 of this composer was cancelled by the freshness and exactitude of Brailowsky's interpretation . . . A newly discovered violin concerto from the pen of Felix Mendelssohn will be the feature of the January 23 concert of the Inglewood (California) Symphony. Alexander Murray, the orchestra's concert-master, will be the soloist. Ernst Gebert, the orchestra's regular conductor, will be on the podium . . . A contemporary British work, "English Dances," by Malcolm Arnold, was presented by the CBC Orchestra in Toronto on November 22. Guest conductor was George Hurst, director of the York (Pennsylvania) Symphony . . .

space to an operatic performance. The Newark Chamber Opera Society on November 15 presented there Purcell's *Dido and Aeneas*, complete with staging (very convincing), costumes and instrumental accompaniment. This is the first time we have received word of an opera being performed in a public library . . . New York's Punch Opera is on the lookout for operas not previously produced in New York, this in readiness for its fourth summer season. The operas should require not more than twelve singers . . . On December 19 the Duluth Symphony will give the complete ballet *The Nutcracker Suite* by Tchaikovsky, with Bob DeHaven as narrator . . . The Goldovsky Opera Theatre in its sixty-five city tour is visiting (during December) Dayton, Cleveland, Buffalo, Syracuse, Ithaca, Harrisburg, and Clemson, North Carolina . . . On November 10, the Baltimore Symphony under Massimo Freccia gave a concert performance of Mussorgsky's *Boris Godunov* with Jerome Hines in the title role . . . The second commissioned opera of the Louisville Philharmonic, *Double Trouble*, by Richard Mohaupt, was presented under the direction of Moritz Bomhard, on December 4, in the first of its four performances by that group.

AMERICAN Roy Harris's "Fantasy for Piano and Orchestra" was played by the Hartford (Connecticut) Symphony, for which it was commissioned, on November 17. The composer's wife, Johana Harris, was soloist. The orchestra's conductor is Fritz Mahler . . . The November 6 concert of the American University Orchestra, under the direction of George Steiner, included the first Washington, D. C., performance of David Diamond's Concerto for Chamber Orchestra and "Short Symphony" by the American Negro composer, Howard Swanson.

CONDUCTORS Jacques Singer, the newly appointed conductor of the Corpus Christi Symphony (Texas), will include in the season's programs first performances of works by Martinu and Paisiello . . . Josef Krips, director of the Buffalo Symphony, is appearing three times this month as guest conductor of the Chicago Symphony . . . Desire Defauw has been engaged as musical director of the Grand Rapids Symphony . . . Lukas Foss will conduct the Saint Louis Symphony on January 8 and 9, and the Los Angeles, March 16, 17, and 18 . . . Samuel Antek led the Philadelphia Orchestra in the first of its season's concerts for children, November 27. "Meet the Orchestra" was the theme. After introductions, "everyone helped conduct a selection."

CURTAIN CALLS During this, its seventh season, the Winnipeg Symphony under the direction of Walter Kaufmann, will present in concert performance Puccini's *La Tosca* with full orchestra, a special chorus and a cast of local singers . . . The Newark Public Library has made some sort of record for itself by giving concert hall

A band of Chicago jazz musicians performed with the Chicago Symphony on November 18 and 19 when the American premiere of the Concerto for Jazz Band and Symphony Orchestra by Rolf Liebermann was performed under the direction of Fritz Reiner . . . The Christmas program of the New Haven Symphony will include Saint Saens' *Carnival of the Animals*, with cartoonist Stu Hample illustrating the music on a huge board.

MAYORS One thousand mayors and other municipal dignitaries was the not inconsiderable official turnout at the concert presented by the Philadelphia Orchestra November 29, this the first of four concerts given seasonally by the Department of Recreation of that city. The influx of mayors came from the fact that the American Municipal Congress was holding a meeting in Philadelphia from November 28 to December 1 . . . New York's mayors have been famous for their fleetness in covering ground to witness anything from conflagrations to baseball contests, but now we have word of a mayor who has traveled as far as Cleveland to root for the cultural big league. Mayor Robert F. Wagner of New York City, in his capacity as President of the New York City Center of Music and Drama, hopped a plane for Cleveland November 12 to attend the first performance in that city by the New York City Opera Company. It was Puccini's *Tosca* and the report is that both he and Mrs. Wagner, as well as their host, United States Senator George Bender of Ohio, thoroughly enjoyed the performance.

CHORAL Alfred Greenfield will be the conductor when Handel's *Messiah* is presented uncut in the annual Christmastide performance of the Oratorio Society of New York, December 18 (see page S.28 of the present issue) . . . The Kansas City Philharmonic on November 23 and 24 presented Rossini's *Stabat Mater* with the Kansas City Philharmonic Chorus. Hans Schwiager is the orchestra's director, Dr. William Guthrie, the chorus's . . . During its current sixty-eighth season, the Smith College Glee Club is singing with two symphony orchestras: the Springfield Symphony and the National Symphony . . . Thomas Scherman and the Little Orchestra Society presented their annual Christmas performance of *L'Enfance du Christ* December 10 at Carnegie Hall.

AIRED A program recently televised over CBS, in which Leonard Bernstein led the Symphony of the Air in a demonstration presentation of Beethoven's Fifth, proved to be both visually and aurally satisfying.

SIGNS OF THE TIMES At the opening night at the Metropolitan Opera Company, Rudolf Bing led out a file of uniformed waiters from Louis Sherry's who handed out hot drinks to the line of eager standees cued along the side of the building . . . "Longer season—more pay" is the keynote of this year's New Orleans Symphony series—a year which the releases characterize as "3 A.H."—the length of the tenure of its conductor, Alexander Hilsberg

. . . Richard Rodgers conducted a performance of the New York Philharmonic-Symphony last month in behalf of the orchestra's pension fund . . . At a fair recently held in Cedar Rapids (Michigan), \$3,500 was raised for the Cedar Rapids Symphony. More than fifty booths, a sidewalk cafe, a fortune teller, a dollar-for-a-portrait artist, strolling musicians and a twenty-piece band helped to realize this happy result. Henry Denecke is the orchestra's conductor.

SOMETHING ADDED A series entitled "On a Sunday Afternoon" is included in the season of the Indianapolis Symphony for the first time. It features a "package" of four concerts with major artists in the field of dance, satire and musical comedy. The attraction of January 9 will be a dance troupe, "The Trianas" . . . The New York Philharmonic-Symphony is continuing its special Saturday night non-subscription concerts, again under the direction of Andre Kostelanetz. It was noted that the standing-room-only attendance of these concerts last season brought many new faces to Carnegie Hall and that in general the audiences were in the younger age bracket.

ANNIVERSARY The Evansville Philharmonic which is celebrating its twentieth anniversary this year, has engaged as full-time conductor Minas Christian. Its ambitious program includes four soloists of high calibre: pianists Artur Rubinstein and Vera Franceschi; soprano Eva Likova, and cellist Raya Garbousova . . . This, the seventy-fifth anniversary year of the Saint Louis Symphony, was opened with a work composed especially for it, Morton Gould's *Anniversary Quadrille*, in which the various sections stood up to sound out their individual greetings. Vladimir Golschmann, who has been the orchestra's conductor for twenty-four seasons, directed . . . The Cincinnati Symphony opened its sixtieth season with its home, the Music Hall (built seventy-five years ago), presenting a completely new appearance from stem to stern, after having undergone a million dollar renovation processing . . . At its Max Reiter Memorial Concert December 10, the San Antonio Symphony performed one of their former conductor's favorite works, Beethoven's Symphony No. 3, *The Eroica*.

CAMPUS The University of Miami's music school has a new building, called the Arnold Volpe Memorial Building after the pioneer in music who founded the university's symphony orchestra. Abram Chasins, pianist-composer, was honored guest and soloist at the dedication ceremonies, November 18 . . . Four musical experts recently held a debate at the Eastman School of Music in Rochester, New York, on public support of music. Dr. Howard Hanson (director of the Eastman School) held that public support of music is no different from public subsidy of schools and public services. The other experts were Dr. Erich Leinsdorf, conductor of the Rochester Philharmonic, Dr. Paul White, conductor of the Rochester Civic Orchestra, and Frederick Fennell, of the Eastman School conducting staff.

TEXAS TRY An ovation which greeted the Corpus Christi Symphony at its first appearance with its new conductor, Jacques Singer, inspired the Symphony Society and Local 644 of that city to finance an admission-free repeat performance a week later. Terry Ferrell, who is concert master of the symphony, as well as secretary and business manager for Local 644, brought the word from the directors of the local that it would bear the bulk of the financing of a free concert through a grant from the Music Performance Trust Fund of the Recording Industry. Ferrell also explained that this trust fund is an extension of a public service program originated by the recording and transcription fund of the A. F. of M.

The Music Performance Trust Fund also co-sponsored two free symphony programs for school children in November and two in December, the former pair partly financed also by Del Mar College which put up half the payroll and furnished the auditorium. This, they believe, is a sensible gesture, since if youth today is educated to hear live symphonies, there will be no lack of adult concertgoers ten years from now.

Corpus Christi is also at the forefront in the dance field. Five local business firms have joined Local 644 as co-sponsors of twelve free dances for local junior and high school students in the City Recreation Department's Friday night 'teen age dance series at Exposition Hall. Teachers and parents chaperone the dances and only soft drinks are sold.

Last year the City Recreation Department had a membership of 8,000 boys and girls in the program. There are no funds to hire bands, and recreation leaders have found that juke box music does not attract the youngsters as live music does.

Says Mr. Ferrell, "We hope that other business firms will join us in this program to provide live music for the youngsters at their own, well-chaperoned dances. We feel that it is better for the boys and girls to attend these dances than for them to go to adult night clubs."



Minas Christian, conductor, Evansville Philharmonic Orchestra

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"The El-E-Gant Aires" (a father, son and daughter trio), who have been doing dance and exhibition engagements for the past seven years, are now playing in Riverside, Hollywood and Los Angeles, California. They are members of Local 167, San Bernardino, California.

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Additional Recording Companies That Have Signed Agreements with the American Federation of Musicians

The following companies have executed recording agreements with the Federation, and members are now permitted to render service for these companies. This list, combined with those lists in the June, July, August, September, October, and November issues of the International Musician, contains the names of all companies up to and including November 22. Do not record for any companies not listed herein, and if you are in doubt as to whether or not a company is in good standing with the Federation, please contact the President's office. We will publish names of additional signatories each month.

Local 3—Indianapolis, Indiana
Meridian Records, Inc.
Hamilton Records & Music Publisher

Local 4—Cleveland, Ohio
Cleveland Recording Company

Local 10—Chicago, Illinois
Porter Heaps
Sarene Corporation

Local 16—Newark, New Jersey
Victory Productions

Local 34—Kansas City, Missouri
Artists Recording Studios

Local 47—Los Angeles, Calif.
G.L.D. Enterprises, Inc.
Maze Enterprises
Sims Record Company
Heather Records
Gizmo Records
Spinix Records
The Turntable

Local 49—Hanover, Pa.
Fleet Records

Local 99—Portland, Oregon
Cascade Records

Local 161—Washington, D. C.
Gemini Music Company

Local 171—Springfield, Mass.
Jan Record Company

Local 174—New Orleans, La.
Edward L. Millward

Local 210—Fresno, California
Cal-West Recordings

Local 234—New Haven, Conn.
Haven Record Company

Local 247—Victoria, B. C., Canada
Alan Macey Sound Company

Local 248—Paterson, New Jersey
Cross Country Records

Local 257—Nashville, Tennessee
Springfield Music Co., Inc.
Rebel Records, Inc.

Local 279—London, Ont., Canada
Sparton of Canada, Ltd.

Local 433—Austin, Texas
Trinity Records

Local 677—Honolulu, Hawaii
Rosalie Stephenson

Local 802—New York, N. Y.
Serenade Publishing Co.
Franklin Recording Co., Inc.
Shield Records
Masterpiece Recording, Inc.
Audio Fidelity Records

CANCELLED RECORDING AGREEMENTS:
Derby Records, Inc. (Local 802)



Larry Edwards and his Orchestra entertain for dances and social affairs in Montreal, Canada. Back row: John Otis, Arcade Claireux, Paul-Emile Jodin, Charlie Gendron, Marcel Bastian, Fernand Franette. Front row: Roland Duchesne, Larry Edwards, Dick Grafeau, Joe Racette, Aime Thibeault, Roland Danote. All are members of Local 406, Montreal.



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WHERE THEY ARE PLAYING



EAST

Johnny Dee Trio (Al Strong, Eddie Walters and Johnny Dee) at the Tropical Garden, South River, N. J., until December 5 . . . Tony Scott's Quartet round out their two-weeker at Philadelphia's Rendezvous Room on December 6 . . . Jack Teagarden will end his fortnight at Bali Kea in Pittsburgh, Penn., on December 21. The Al Belietto Orchestra picks up the beat from Teagarden at that time.

NEW YORK CITY

Roger Smith Hotel re-signs pianist-entertainer Tilli Dieterle for an additional six weeks, terminating January 1 . . . The Three Townsmen (Riff Nordone, guitar and vocals; Tom Cioppa, accordion, vibes and vocals; Johnny Bock, drums and vocals) on for an indefinite stay at Matty's Towncrest.

MIDWEST

Organist-composer Gladys Keyes is featured in the Tropical Room of the Casablanca Club in Canton, Ohio . . . Johnny Vernon (saxophone, clarinet and bass) is now appearing at Martin's Night Club in Lima, Ohio . . . Buzz Hall's Mel-Tones (Buzz Hall on drums, Warren Marshall on the keyboard and Bob Bell on bass) are being held indefinitely

1. Errol Garner is entertaining at the Embers in New York City from December 13 to January 29.

2. Hammond organist and pianist Maureen Englin is at this writing at the Hotel Fort Armstrong, Rock Island, Illinois.

3. The Omar Room in the Continental Hotel, Kansas City, Missouri, is featuring the able keyboard fingerings of Eddie Oyer.

at the Circus Bar of John's Buffet in Winfield, Ill. . . . Frank Sidney and his Society Orchestra offer their services for special parties at country clubs and hotels in Detroit and the State of Michigan. Sidney played with names like Hal McIntyre and Freddie Martin before organizing his own unit . . . Tommy Reed and his Orchestra ending their engagement at the Muehlebach Hotel on December 15.

Don Glasser's aggregation signed for a December 25 through December 31 opening at the Tulsa Country Club in Oklahoma.

Tony Bradley and his Orchestra are currently playing a fourteen-week television show every Monday evening over KMTV, Omaha, Neb.

CHICAGO

Jack Rodriguez and his Orchestra handling classical, mod-

4. Al De Paulis, versatile accordionist, is performing at the Sahara in Tucson, Ariz.

5. Lee Conrad is working at the Moose Lounge in Tacoma, Washington, for an indefinite period.

Send advance information for this column to the International Musician 39 Division Street, Newark 2, New Jersey

ern and Latin music at the Chez Paree . . . Charlie Ventura pencilled into the Blue Note on December 8 for a two-week date . . . Ralph Marterie highlights the Melody Mill for three weeks beginning December 15 . . . Chuck Foster is scheduled for the Aragon on December 25 for seven weeks, following the current stint of Eddy Howard.

SOUTH

The music of Jimmy Overend's Orchestra checked in for an indefinite run at the Henry Grady Hotel in Atlanta, Ga., on November 18. Featured with the eight-piece crew are "Jeep" Jensen and Eddie Cobb.

The Lynn Gardner Trio (Lynn Gardner, drums and vocals; Lonnie Corzine, bass; Jerry Woody, piano) wind up their return engagement at the Officers' Club, Pensacola Naval Air Station in Florida, on December 5.

WEST

The Pierson Thal Orchestra imparts a very saucy note at the Flame in Phoenix, Ariz., with Sol Feldman handling the vocal output.

The Ernie Stewart Trio (Ernie Stewart, pianist-composer; Don Armando, drums; Max Gaber, bass) is going strong at the Sands in Las Vegas, Nev.

Hammond organist Nevera Palmer is currently appearing at the Gilmer Club in Portland, Ore.

The Miles Vaughan Orchestra is booked solid on casual "club" dates until after the first of the year in Seattle, Wash. The band's library of over 500 tunes enables it to fulfill any requests whether they be "pop," ballad, waltz, modern swing, rumbas, sambas, polkas or schottisches.

ALL OVER

The "2 Commanders" (Frank Busseri and Bruce Houghton) are appearing at the St. Charles Tavern in Toronto . . . Ron Senkow of Calgary, Alberta, left the Rex Conlin group at Penley's Academy and started with his own dinner and dance trio at the Petroleum Club.

On November 8, Lee Vincent played in the Mammoth Memorial Jazz Concert for the late Oran "Hot Lips" Page.



LOCAL HIGHLIGHTS



"The Old and the New"
 J. Frank Stansell, Secretary of the Columbus Municipal Band, sent in the photograph at left to illustrate the difference between the old E flat alto and the modern French horn. The former instrument (which he is holding) was used through the entire Civil War by his uncle, Jasper Mann. Apropos the recently published article, "Bands Make History," Mr. Stansell remembers quite well the instrumentation of the band in which he played as a youngster in 1888. It consisted of two E flat cornets, two B flat cornets, three upright altes, two B flat tenor valve trombones, a baritone horn, one E flat helicon bass and two drums. "As there were no picture shows or automobiles in those days," he further states, "we had nothing else to do with our evenings and we had band practice four or five times a week . . ." Although Brother Stansell is now eighty-one years old, he still holds a chair in the French horn section of the Columbus Municipal Band and is also a member of the board of directors of Local 103, Columbus, Ohio.

ANNIVERSARY AN "HOUR OF CHARM"

An unusual feature of the fiftieth anniversary of Local 409, Lewiston, Maine, was the appearance of Phil Spitalny and his "Hour of Charm" All-Girl Orchestra and Choir. Besides this, a Boston band rendered dance music until 1:00 A. M. Unfortunately, this unusual event was somewhat marred by the hurricane which struck a day and a half before the program was to be presented and caused much havoc in the neighborhood. The audience, however, which assembled was most enthusiastic, called the program "the greatest show ever seen in these parts."

SEASONAL CONTRIBUTION

As the seventh in a series of parties instituted as an annual offering by Local 303, Lansing, Michigan, the Hallowe'en Jubilee for teenagers of the greater Lansing area went forward this year with great hilarity. In the spirit of Hallowe'en, "trick and treat" was the order of the day. Music for dancing was made possible through the Music Performance Trust Funds of the Recording Industry and through the cooperation of Local 303. President C. V. "Bud" Tooley and R. Bruce Satterla, the local's secretary, handled the arrangements. Following is a list of the dancing parties and the bands which provided the music. Friday evening dancing parties: Resurrection School, Frankie Parker; School for the Blind, Jack Sova; Pilgrim Congregational Church, Bud
(Continued on page eighteen)

The officers of Local 396, Ossining, New York, and International Treasurer Harry J. Steeper at the fiftieth anniversary dinner dance held at Tappan Mill Restaurant in Tarrytown, New York, on October 18. Standing, left to right: Ralph D'Amico, Vice-President; William G. Coleman, Treasurer; Mr. Steeper, Sal Galassi, President, and Edwin C. Whaata, Jr., Fin. Sec'y.



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DONATE YOUR BLOOD TO THE RED CROSS

(Continued from page seventeen)

Brooks; Potterville High School, Bryan Grinnell. Saturday evening dancing parties: Eastern High School, Clarence Schmidt; Walter French Junior High, Keith Bartow; Pattengill Junior High, Robert Eberhart; West Junior High, Orville Knight; Mason High School, Larry Henry. These nine school dances added much to the festivities of the season.

Local 386, Chicago Heights, Illinois, celebrated their Golden Jubilee at the Odd Fellows Building in Chicago Heights on October 3. Officers, left to right: Ramie Santostofano, Johnny Mantella, Eraldo Pireni, Board Members: Louis De Rosa, Sergeant-at-Arms; John De Rosa, Caesar Tiori, Board Members; Henri Buttell, President; Tony Rafai, Vice-President; Edward Skowronski, Secretary. Among the 150 guests present were officials from Local 203, Hammond, Indiana; Local 288, Kankakee, Illinois; Local 37, Joliet, Illinois and City Official Mayor Carl McGehee and G. Lohmert, President of the Chicago Heights Trades and Labor Assembly. The receipt of a beautiful basket of flowers and a congratulatory telegram from President James C. Petrillo climaxed the evening's festivities.



HALF-CENTURY OF SERVICE

A half-century of service to music and of membership in the A. F. of M. are the proud boasts respectively of Pierre Henrotte of Local 802, New York, and of Oscar Dunker of Local 8, Milwaukee, Wisconsin. We give herewith a brief resume of their distinguished careers.

Pierre Henrotte

When the symphony audience at Municipal Auditorium in New Orleans, at the tenth subscription concert of that city's Philharmonic-Symphony Orchestra early this year, gave an ovation to Pierre Henrotte, the conductor of the evening—he is assistant conductor of the orchestra—they were but offering due recognition to a great musician and one who has contributed much to the musical scene in America. Henrotte came to America in 1904, and, after joining the New York local, appeared as violin soloist on the series of afternoon concerts, known as "Matinees Musical," presented at that time in the old Waldorf-Astoria. With the success of these appearances he widened his range of endeavors.

He made his first appearance in New Orleans forty-seven years ago, with the original San Carlo Opera Company, and, during the three months that company played at the old French Opera House there, fell in love with the city. In fact, he felt completely at home. Since in those days everybody, at least in the French Quarter, spoke French. Again he visited the city in 1915, this time en route to San Francisco to play in the San Francisco Orchestra at the Exposition there.

Then, in 1943, Henrotte joined the New Orleans Symphony, and ever since has been the "grand old man" of the orchestra, its assistant conductor, and the director of its youth's concerts.

In a New Orleans newspaper article by columnist Pie Dufour, the career of their beloved citizen is briefly described:

"Pierre Henrotte came to America in 1904 to win fame—and he won it. He has been concert master—on three different occasions—with the Metropolitan Opera. In 1909 he played under Gustav Mahler and Arturo Toscanini at the Metropolitan



Pierre Henrotte

(Continued on page nineteen)

INTERNATIONAL MUSICIAN

CIVIL RIGHTS

IN THE AMERICAN FEDERATION OF MUSICIANS

BY WILLIAM P. STEEPER

Preface

Before proceeding into the actual text of this thesis I feel that it is most important that the reader be acquainted with a few facts concerning myself as the author.

I am presently employed in the office of the Treasurer of the American Federation of Musicians in the capacity of Department Supervisor. I have held this position for the past three years. Prior to this I was a Business Agent for the Jersey City, New Jersey, Local of the Musicians' Union.

I was brought up as a "union man." My father, Harry J. Steeper, served for almost twenty years as President of the Jersey City Local. He has been an officer of the Federation since 1941, and he is now the Treasurer of the Federation. Through close association with him I have acquired an intimate knowledge of this Union. It follows naturally that I must most certainly be prejudiced in favor of the Federation. This cannot be denied. In the pages that follow I have tried to the best of my ability to present a true and accurate picture of the American Federation of Musicians insofar as the subject at hand is concerned. I have not made any attempts to shade appearances in one direction, or the other. It must be admitted that I am always under the influence of my firm belief that the American Federation of Musicians is a democratic Union. This belief was mine for a good many years prior to the beginning of this task. However strong this feeling may be, it does not lead me into taking the foolish and rather blind position that "the Union can do no wrong." Such a stand would be obviously absurd.

Upon first starting this undertaking, it became rapidly obvious and apparent that there was very little outside source material on civil rights in labor unions. Either no one had had the desire to do research in this field, or, if they had, they had not met with much success in gaining access to the necessary records and documents. The American Civil Liberties Union had done some work here. They had published two reports in which they had defined civil rights in unions, and set up standards for the measurement of their being complied with by the unions. Others works, chiefly pamphlets, on internal affairs of unions were superficial. The authors had obtained the law books of some unions and the records of court cases where the unions had been

summoned before the bench by dissident members. To my knowledge no one has ever before published a thorough study of the American Federation of Musicians.

To obtain material for this thesis I was granted access to the files of the Federation and had the free use of all of its records. It was my decision that this work should deal only with union as it is today. If past errors existed and had been corrected, they were of interest only as background. The chief consideration was to be the current methods of operation employed. The aim was to establish whether or not the Federation is now a democratic union. To this end I read the complete testimony of every case heard by the International Executive Board of the Federation for the three years ending March 31, 1953; the Proceedings of each Convention held since 1922 were consulted; officers of the Federation were interviewed as were officers of several Locals; members were interviewed, and my own knowledge and experience gained through my association with the union were utilized. A questionnaire was directed to a representative sample of Locals to gather information concerning procedures on the Local level. The return on this survey was excellent. The Locals were eager to cooperate. The results obtained from an evaluation of the replies to this survey were difficult to tabulate. The answers received were widely divergent. For this reason the tabulation was not made a part of this work. However, the replies were used extensively as source material. The answers are reflected in the facts presented throughout the Chapters which follow. A copy of the questionnaire may be found in the Appendix.

Considerable assistance in this project was given to me by my father who drew on his almost complete knowledge of the Federation and its Locals time and again to aid me in obtaining full information. I am also deeply grateful to President Petrillo and his staff; Secretary Cluesmann and his staff; Assistant Treasurer Harry J. Swensen; Assistant Secretary Fred C. Hochstuhl; and all the Local Secretaries who furnished me facts and data concerning their Locals.

It is to be noted that changes and corrections to the previous texts have been made to eliminate material no longer relevant, to bring the facts up to date and to reflect the actions taken by the 57th Annual Convention of the American Federation of Musicians held at Milwaukee, Wis., June 14-17, 1954.

Teaneck, N. J.
September, 1954.

WM. P. STEEPER.

Chapter I

WHY A DEMOCRATIC UNION

What is a labor union? It is a group of men gathered together and organized so as to protect by concerted efforts their rights as workers. A union stands to uphold the dignity of an employee as an individual; to guarantee that he shall receive fair treatment from his employer, and shall not be relegated to the same status as the machine he watches over, or the tools and instruments he operates. A worker is a human being, and as such cannot, and must not, be bought or sold (figuratively or literally); depreciated; or summarily discarded when his use appears to be finished. These practices belong within the realm of fixed property. It is the fundamental task of a labor union to see that they do not slip over into the realm of people. One man standing alone against his employers to demand his rights would not be able to wage an effective campaign. The odds would be overwhelmingly against him. The employers' weapons would be too powerful to resist for any great period of time. They could control his purse. In these modern days a man without funds is practically a man without the means to exist. For this reason men have joined together into Labor unions in order that they may be in an equal position with the employers in their every day relations with the employers. The employers' control of the individual worker's existence is neatly balanced by the collective workers' control of the employers' existence. As the employers can regulate the employees' source of funds, so can the employees (when joined together) regulate the employer's source of funds by refusing to produce the materials, goods or services which he sells.

If men have organized themselves together for their private purposes of self-protection insofar as their livelihood is concerned, why then should there be a demand that the result of that organizational effort be a "democratic" body, and why should this demand come from without as well as within? After all, the history of labor unions is liberally studded with instances of stiff and even unlawful opposition. Some employers have resorted to every trick in the book, legal and illegal, to prevent union organization and growth. They have used spies; they have bribed; they have threatened and intimidated; they have imported toughs and thugs as strike breakers and union busters; they have used physical violence; and they have even caused bloodshed and loss of life in their efforts to break unions and prevent organization. It would appear then that labor unions are operating in a state of battle. It is a well-known and accepted fact that when waging a war you cannot be successful and maintain a "democratic army". When the union comes to the bargaining table, across from its representatives sit representatives of management. Despite propaganda advertisements in leading newspapers and periodicals, management is not a "democratic" set-up. The decisions and policy of any concern are set forth at top level, and they are passed down without being subject to a referendum of stockholders or employees at any level. Very few management representatives ever came to the bargaining table chosen by free and democratic procedures. In the light of these facts, and acknowledging that today a large segment of management has recognized the place of unions as bargainers for labor to the extent that physical strife and violence have been discarded, why should labor unions have a special responsibility to operate under democratic principles and standards?

Notwithstanding all the abuses above, labor unions are obligated to maintain democracy within their structures. A union represents each and every one of its members. It speaks and acts for them when it is their bargaining unit. It, therefore, has a power over its members which is equal to, or even greater than, the power held over these same members by their employers. The member's very existence is in the hands of his union. He has given to his union the right to govern his wages, hours, seniority, holidays, and in these days even his retirement. The union enacts laws to which the member is subject; it enforces these laws; and it interprets these laws. "The union, in short, is the workers' industrial government. The union's power is the power to govern the working lives of those for whom it bargains, and like all governing power should be exercised democratically."¹ This is a concept fundamental in the beliefs of all Americans.

Labor unions were organized in order that the worker could gain for himself a voice and a part in deciding his fate in his industrial life. Unions operate not only in fields of hostile employers, but also

in the fields of friendly employers. In the latter instance the functioning of the union is possibly made a good deal easier. No bitter struggles develop in the attaining of the union's goals. Here, though, it is possible that the union may act to counter paternalism on the part of management. It is true that management's paternalistic attitude may be very well directed into the proper channels. They may be thinking and acting only in the best interest of their employees. Still, the employees have a keen desire to be consulted. It is a desire so keen that it becomes almost a demand. The demand is expressed through the union.

If this paternalistic attitude on the part of management is decried by labor, and further, if the agency for this protest is the union, then the union must of itself stand aloof from paternalism. The union must operate as the members desire and direct. It cannot adopt the very same attitude it is opposing. The union executives cannot be "big brothers" or "fathers" to their members. They can and must act only as agents for those they represent. This can be accomplished only through union democracy. The union member must be in a position to choose his own representatives, and he must be able to express to them his opinions, thoughts and ideas. Moreover, he must have the right to decide what course he will follow and the right to mandate that the course adopted will be followed. The union officers cannot operate on the theory: "We know what is best for Joe!"

It is to be understood that nothing stated in the two preceding paragraphs stands to preclude the union officials' acting as leaders in their unions. They have every right, and it is their duty, to fight vigorously within the union itself to keep the union on a firm and true course. They must bear in mind, though, that in the final analysis the membership is supreme. Their decisions are the ultimate authority. An authority which must be respected and obeyed.

Over the past two decades unions have gained considerable of the power they hold over individuals by means of recognition by the United States Government. The enactment of various labor relations acts such as the Wagner Act and even the Taft-Hartley Act gave the approval of the government to unions and their efforts to unionize. Under these laws it is the government that certifies that a union is the workers' authorized bargaining agent. Furthermore, it compels the employer under threat of penalty to recognize the union and to bargain with it in "good faith". A good deal of a union's power and strength is therefore derived from the United States Government, a democratic institution. Accordingly, unions when exercising the rights and privileges accorded them by the government should operate under the same standards and conditions as that government. A union is morally and ethically bound to democratic operation.

Labor unions are the chief exponents of democracy in industry. They stand almost alone in demanding a voice for employees in the conduct of the affairs of the business. They fight vigorously against a one-sided control by management over the destinies of the employees. Since they are strongly advocating a democratic process, they must necessarily function under democratic processes themselves. It is highly incongruous for an undemocratic group to attempt to force democratic workings upon another.

Last, and perhaps the foremost reason demanding democracy in labor unions, is the very important fact that unions were founded to uphold the basic and fundamental human dignity of the working man. One of the prime objectives of any union is to insist that its members be recognized as human beings, free men who are masters of their own destinies. From time immemorial free men insisted that they must govern themselves. If they found it necessary to give up some of their independent rights for ease of administration and the good of society, they would yield these rights only to those officials whom they themselves, had chosen. Furthermore, they reserved for themselves the right to control the actions of these officials. Free men only will accept government by consent of the governed. For this reason alone an agency striving to achieve the advancement of the dignity of the common man must champion democracy, and it must be democratic. Any other governing method would be rank heresy.

This question of union democracy is an issue fundamentally allied with concepts basic to our way of life. It is of such importance that the House of Representatives of the Congress of the United States saw fit to investigate this matter of union democracy. A subcommittee of the House Committee on Education and Labor held hearings on this subject at Washington, D. C., in June, July and August, 1949, and May, 1950. The operation of the American Federation of Musicians was briefly discussed in this hearing by Mr. Westbrook Pegler, the

¹ Sumner, Clyde W., "Democracy in Labor Unions," American Civil Liberties Union, June, 1952, p. 4.

columnist, who appeared as a witness. Mr. Pegler cited Article I, Section 1,² of the By-laws of the Federation as evidence of undemocratic procedures in this union.³

Chapter 2

CIVIL RIGHTS IN A UNION

To the end that labor unions may be judged as to whether or not they are democratic, some sort of standard for comparison must be established. One of the chief evidences of democracy in an organization is the protection of civil liberties as a basic and inherent part of the laws governing the organization. Within the framework of the fundamental laws of the United States of America are the first ten amendments to the Constitution. Commonly referred to as the "Bill of Rights", these ten precepts guard and insure the precious rights of each individual citizen in his dealings with his government. While all of these rights do not apply to the dealings between unions and their members, those which do must be incorporated into the framework of law of any union if it is to be considered "democratic". Moreover, the mere incorporation of these protections in the written union laws is not alone sufficient to merit the adjective. To be worthy of the description a union must operate under the laws as published, and it must do its utmost to enforce fairly, but firmly, guarantees of the civil rights of members included in its laws. In addition, those guarantees should not be susceptible to easy suspension or rapid change. As with the Constitution of the United States of America the means for revision should be available, but they should be slow and deliberate to prevent hasty and ill-advised tampering.

In 1941 the American Civil Liberties Union became interested in Trade Union Democracy and the civil liberties issues connected therewith. A "Committee on Trade Union Democracy" was created within this group, the purpose of which was "to study trade union practices and to suggest remedies for undemocratic procedures which denied civil rights to trade union members".⁴ In a pamphlet prepared by Frank C. Pierson, a member of the faculty of Swarthmore College, and distributed by the American Civil Liberties Union, there is included a "Bill of Rights for Union Members" which may be utilized as an excellent guide for the determination of the basic civil rights of a trade union member in his union:

"1. Membership in a trade union appropriate to his trade or calling and to his place of residence should not be denied (a) by discrimination based upon race, creed, color, sex, national origin or political affiliation, nor (b) by the imposition of restrictive or excessive initiation fees, nor (c) by any limitations on membership other than incompetence in his trade or calling, bad moral character or a record of anti-union activity.

"2. Democratic participation of a member in the conduct of the union to which he belongs. This requires democratic organization of the union inclusive of local, district, state, national and international units. Among the principles to be safeguarded in democratic organization of trade unions are (a) provisions for regular meetings or conventions held at reasonable intervals, (b) fair elections, (c) free discussion within the union of all union problems, and (d) control of dues, assessments, and financial matters by the membership, together with clear and authentic periodic reports to members on union finances.

"3. Protection within his union against arbitrary proceedings of a disciplinary character, to be guaranteed by constitutional provisions for fair hearings before persons other than those bringing charges, and with appeal to a separate and independent body.

"4. Fair and equal treatment with respect to job placement in all cases where the union exercises control over employment."⁵

This "Bill of Rights for Union Members" can be broken down into component parts for interpretation and expanded explanation. It may be well to do this, since that which follows concerning the A. F. of M., should be subjected to rigorous examination to determine

whether or not this union incorporates the "Bill of Rights" in its laws, and therefore is entitled to enjoy the appendage, "democratic union".

The first article can be given the broad title of "Right to Fair and Equal Treatment". A union may enforce discrimination at the very threshold of union membership by barring certain peoples from membership for reasons which are most unjust. Membership may be refused solely because the applicant is a negro, or a Jew, or a woman. It is possible to deny the right to affiliate by establishing exorbitant and prohibitive initiation fees, dues, and assessments, thus effectively keeping out many who are struggling to keep within their income. Such bars to union membership are clearly violations of civil liberties since they arbitrarily and capriciously interfere with man's "right to work".

One of the prime objectives of trade unions is the "closed shop". That is enforcing the hiring of only union members. This is not to be confused with the "union shop". There is a difference, for in the latter a non-union man may be hired provided he joins the union upon accepting employment. In the closed shop, a prerequisite for employment is union membership. When restrictive membership clauses are combined with the "closed shop", a truly flagrant violation of civil liberties occurs. It is then that men are firmly and tangibly denied the "right to work" because of color, sex, race, national origin, or political conviction. These are not valid reasons for preventing a man from earning his living. A union which will confer membership only upon the children of members is also arbitrarily establishing the "right to work" on a hereditary basis. This too is clearly invalid.

It should be recognized, however, that a union should have the right to close its membership rolls in times of economic stress. A prime function of unions is the protection of its members in the holding of their jobs. If jobs become scarce, continued admission of new members will jeopardize the position of the older members by increasing the eligible labor supply. A union is certainly within its rights to do all in its power to aid those who have supported it and contributed to its well being through previous years. In such an instance it is protecting the "right to work" of its present members, a right which has been previously established, and one which takes precedence over the "right to work" of a newcomer. Here the restriction is essential to the life of the union and its members, and it is neither capricious nor arbitrary.

It undoubtedly goes without saying that a union should not be forced by any authority to accept incompetent workers as members. Such men would only tend to degrade the union and its members, and consequently would act to reduce its bargaining power, effectiveness, and general relations with the public. By the same token legitimate bars may be raised to persons of bad moral character. The danger in the bar based on incompetence lies in the standard used in the determination thereof, and the method of judging employed in the application of the standard. It is possible to set standards so high that it becomes almost impossible to be judged competent. It is further possible to employ fair and decent standards, but to utilize unfair judges to examine the applicant. In both cases the applicant is illegally and unfairly denied membership in a manner masquerading as fair and legal.

No person who has engaged in anti-union activity has any right to demand union membership. Anyone who has worked to destroy an organization and its aims and ideals cannot at a later date expect to enjoy the protection and benefits of that which he sought to tear down.

The second article can be given the over-all classification of the "Right to Participate". This means that after attaining membership the union member should enjoy the guaranteed right of becoming an integral and working part of his organization. Every union member should be granted equality, a voice, and a share in the affairs of his union. First and foremost in any free union as in any free country is the member's right to vote. He should be afforded the opportunity to elect his representatives and designate his choice in referenda. Furthermore, there should be no second-class union citizenship. Junior or apprentice memberships; subsidiary colored locals under the control of white locals; and any other classes of membership which prevent voting, or prevent equality of weight of each individual's votes are in effect forms of government without representative. They are thereby foreign to basic American and democratic ideology.

The right to vote is only one small portion of a member's "Right to Participate". Along with the member's voting is a closely allied second right, his right to free political action. There can be no real democracy, if a curb or clamp is placed on open criticism of the officers of the union. Every member should be allowed to stand on the

² This Section is discussed further in the Chapter on the Executive Branch which follows.

³ "Union Democracy—Hearings Before a Special Subcommittee of the Committee on Education and Labor, House of Representatives, 81st Congress, Washington, D. C., June 2, 3, 4, July 6, 7, August 1, 1949, and May 16, 1950"; U. S. Government Printing Office, p. 283.

⁴ Pierson, Frank C., "Democracy in Trade Unions," American Civil Liberties Union, May, 1949, p. 3.

⁵ *Ibid.*, p. 16.

floor of a union meeting and state his views and opinions without fear of reprisal or recrimination, if he should differ with the administration. Similarly, any member should be in a position to run for office in his union without the fear that if he loses he will suffer at the hands of the winner. In a truly democratic union, candidates and their supporters must be afforded the privilege of addressing the membership at such time and in such places as are convenient, and they must be allowed to circulate campaign literature without interference. No candidate or his aides should be penalized for speaking out against the administration he is attempting to overthrow by the legal methods at his command. In most unions a peculiar state arises in connection with this particular phase of political action. Practically all unions publish a newspaper or journal which is distributed to every member. Of necessity this publication is controlled by the officers in power (usually by constitutional provision). This means that the current officers are in a position to reach every member through this medium and present their arguments to the exclusion of those of the opposition. In some cases the administration may withhold facts and report untruths and half truths. There seems to be no way to correct this situation except to guarantee the right of a member to circularize the membership with pamphlets, letters and other publications which carry his views, opinions and attacks on the present powers. Possibly also union publications could carry columns devoted to "Letters to the Editor" wherein members could express their views and thoughts.

When considering this realm of free political action, we are confronted with the question, "How free is free?" Just how far should a member be permitted to go before he steps over the boundaries of healthy criticism and opposition and enters the province of libel, slander and actual degradation of his union in the eyes of management and the general public. The right to criticize should not extend to protect the union member who is expounding slanderous accusations against his union and its officers. Nor should it protect those who spread vicious lies concerning the operation of the union for the sake of gaining office. For this reason some unions incorporate into their laws provisions which prohibit "discussing union affairs outside the union", "conduct unbecoming a union member", or "unfair dealings". These are "catch-all" laws, and they are dangerous because in most instances no clear definition of what constitutes a violation is incorporated into the law. In the hands of unscrupulous union leaders almost any form of opposition, no matter how mild, or true, could be construed to be a violation of some one of these "catch-alls". There is an additional danger lurking in these incompletely written laws. In many cases when the member is tried for violation of the indeterminate provisions thereof, the hearing is held before the very administration that is being condemned. This, of course, is a decidedly faulty situation, since the passions, emotions and heat of the moment of themselves would be prejudicial to the holding of a fair trial with just findings. This problem of the balancing of rights is common to democracy. It appears in many aspects of democratic government and life. A familiar example is the right of a property owner to erect a fence versus the right of his neighbors to object to it. When such rights clash head on, the usual recourse has been to petition the courts for a just settlement.

There is a third right basic to the "Right to Participate". This is the right to free elections. The right to vote and the right to free political action mean absolutely nothing without the right to free elections. This is at once obvious since all criticism and opposition is wasted if the cast ballot is but a sham and a farce. To guarantee the effective operation of the first two, you must insist upon the third. Adequate safeguards must be included in the laws of the union to insure that each member shall be entitled to a secret ballot to be cast at a convenient time and place. Furthermore, this ballot once cast must be rightfully counted and be given equal weight in determining the outcome of the election with each other ballot cast. In order that this may be the case the election should not be under the control of any person or persons interested in the outcome of the election. Provisions which call for an election board appointed by one officer of the union are therefore dangerous since they could lend themselves easily to being party to fraud. The most impartial method available is to turn over the conducting of the election to some outside source such as the Honest Ballot Association. The next best approach is to have the election board elected by the members prior to the election. Last is to have an appointed board. It is to be understood, though, that sometimes there are other factors to be considered in determining the methods to be used in selecting the election board. The cost involved has considerable weight especially where outsiders are to be

hired. The apathy of members toward attending meetings and serving on committees is also involved. Undoubtedly the best way to prevent tampering with elections is to make certain that every candidate is allowed to watch over the balloting itself either in person or by means of aides; and even more important, that every candidate be afforded the opportunity to be present with aides at the counting of the ballots. The candidate and his aides should be allowed to closely observe the proceedings. The right to "challenge" at both the balloting and the tallying should be an integral part of the election regulations.

The last of the quartette of rights represented in the "Right to Participate" is the right to demand an accounting. This means an accounting of governing actions as well as a financial accounting. Members should be in a position to demand and receive notice that their wishes as expressed by referenda, resolutions, motions, etc., have been carried out. Continuing further they should be entitled to a thorough explanation of all actions taken by their officers. This holds true most especially if their wishes have been set aside. No member should be brought to task for exposing the malfeasance or misfeasance in office of an official of his union.

One of the foremost parts of this right is the right of an accounting of the union's finances. This includes not only an examination to prevent dishonesty, but also one to determine that the union's funds are being spent as directed and in keeping with policy. There are arguments that to disclose to the general membership the financial standing of the union is to reveal to management the size of the union's "war chest". Hence, the position of the union in bargaining will be weakened since management will be in position of intelligence concerning the union's ability to "hold out". This is misleading, for management has other sources open to it whereby it may determine the financial strength of a union. A few discreet inquiries to the proper officers of banks and brokerage firms will obtain for management the required information as readily as the union may obtain the same information regarding management by the use of the very same means.

The third article of the "Bill of Rights" can be referred to as the "Right to Fair Trial". As each citizen of a democratic nation can expect equal and impartial justice when facing the courts of his nation, so should each citizen (member) of a labor union be entitled to expect equal and impartial justice when brought before the courts of his industrial government, i. e., his union. His expectations should be guaranteed fulfillment by various appropriate safeguards placed in the laws of the union. The accused should be granted the right to know specifically all the details concerning his alleged violation. He should be presented with a written indictment setting forth the particular law which he supposedly violated, together with the time and place of the occurrence. He should be given written notice of the time and place of his trial which should be conveniently held as soon as is possible. Naturally, the defendant should be allowed sufficient time to prepare his defense. Access to any union records necessary to aid in preparing the defense should not be denied. The accused should be given knowledge as to his accuser, and the trial should be held before some body other than the accusers. The defendant should be entitled to hear the testimony against him, and he should be granted the right of cross-examination in order that he may break, if possible, the testimony detrimental to his interests. The outcome of the trial should be made known to the defendant at once by providing time limits to prevent undue hardship resulting from prolonged suspense. Should the defendant dispute the findings of the tribunal he should have open to him the right of appeal to a body separate, independent and in no way controlled by the court of original jurisdiction.

The above procedures are in keeping with the traditional jurisprudence which is part of this nation. The reasons underlying the need for each separate step are obvious. True justice could not be a guaranteed matter if any of the aforementioned were omitted.

In examining labor unions as to their judicial procedures it must be borne in mind that an important consideration in this matter is the financial angle. A good many unions would prefer to maintain a more efficient judicial branch and one which is separate and distinct from its other two executive and legislative components. They are prevented from doing so because they are not in the position to stand the additional expense entailed. Consequently, they do the best they can under their own given set of circumstances.

Over and above all means at the command of a union member to obtain justice in his union, stand the courts of the land. After exhausting all of these means within the union, a member, if still dissatisfied, may seek redress in the various state and federal courts.

Such further appeal is not uncommon. The courts have made a practice of insisting that the aggrieved complete all the steps of appeal within his union before they will entertain his plea. The fact that ultimately a member may seek to right wrongs in the courts of law does not by any manner or means allow the judicial setups within unions to be brushed aside or treated lightly. It is not proper to take the attitude that poor or unfair union justice may be practically disregarded and no weighty concern given to it since incorrect, impartial or incompetent decision by union tribunals always can be properly changed by the courts. This is a short-sighted attitude. First of all, since it has been established that unions are obligated to democracy it follows that they must operate democratically in all things. Because of this very fact alone unions must be capable of the administering of good, sound justice. Secondly, it is expensive to enter the courts. Therefore, in the majority of cases a member would be forced to accept poor justice from his union because his pocketbook would prevent his seeking appeal from faulty decisions by taking the grievance to court. A union member has every right to expect to be able to put his faith in the justice of his union, and he should not be forced to lean heavily on the courts to insure satisfaction.

The fourth right in the "Bill of Rights" is corollary to the first three, most especially to the first. It simply means that where the union acts as a hiring hall, or where job placement is cleared through the union, a member should be safeguarded from the practice of union officials' withholding job opportunities as recrimination for criticism, opposition or any other unjust cause. Such withholding or interference is infringement upon the member's basic "right to work" for undue cause. It is plainly arbitrary and capricious.

Up to this point the discussion has been confined to unions in general. Reasons have been set forth why a union is obligated to practice democracy. These have clearly demonstrated that no other form of union government has any place in our society.

It has been further established that the proof of union democracy lies in the manner in which the civil rights of the members of a union are treated. Are provisions made within the framework of the union's laws to safeguard and guarantee the rights of the individual member in his dealings with his union? If these provisions do appear, are they respected and enforced?

So that a meaningful comparison could be made a set of standards was developed, the "Bill of Rights for Union Members". This "Bill" was analyzed above in detail and explained in full. The criteria for democracy within unions have been established.

From here the discussion turns from the general to the specific. The American Federation of Musicians will be examined and its procedures will be investigated to determine whether or not it is a democratic union. It is to be borne in mind that we are concerned here only with the treatment accorded to its members by the Federation. We are interested only in the Federation's policy regarding the civil rights of its members. This work is not concerned with the union's policies relating to economic weapons or the rights of employers. Such considerations are not within the scope of this writing.

And now let us turn to the American Federation of Musicians.

Chapter 3

THE AMERICAN FEDERATION OF MUSICIANS

The American Federation of Musicians is an international trade union affiliated with the American Federation of Labor. It has 700 locals in the United States and Canada. These include three locals in Alaska, one in Hawaii, and one in Puerto Rico. It has approximately 240,000 members who are instrumentalists performing musical services for pay. Singers, variety artists and concert artists are not eligible for membership as such.

The A. F. of M. is an open union. Any professional musician may join. No initiation fee larger than \$50.00 may be charged by any local, and most fees are much less. There are two restrictions on membership: No Fascists or Communists are accepted, and all must be citizens of the United States or Canada or declarers of their intention to become citizens.

The A. F. of M. is a federation of locals, just as the United States is a federation of states. Locals enjoy complete autonomy, or "States' rights". Only when the vending of music becomes an inter-local commodity does the Federation function to expedite its marketing and to

restrain trade barriers. Musicians who are employed in the jurisdiction of their own local are directly under the control of their own local. Only when musicians accept engagements in the jurisdiction of locals other than their own do they come directly under the authority of the Federation. This is closely akin to the principle contained in the government of the United States which gives control of intrastate commerce to the individual states and control of interstate commerce to the federal government.

The A. F. of M. believes firmly in the autonomy of its locals. Each local union runs its own affairs with no interference from the international office. It sets its own wage and working conditions within jurisdictional boundaries. Uniform by-laws govern the circumstances under which members of one local union may play within the boundaries of another. It is interesting to note that this is one of the very few unions that permits members of one local to work in the jurisdiction of another. A member of the musicians' union may work in the jurisdiction of another local in traveling orchestras. The permission of the second local is not required. In the fields of radio and theaters, however, the locals have been given full control of who may accept employment by the laws of the Federation. An outside member must obtain the consent of the local before he can accept a radio or theater engagement in its jurisdiction.

Chapter 4

WHAT IT DOES

The A. F. of M. is a trade union and is concerned with all legitimate trade union objectives. The Federation and its component locals negotiate with employers on wages, hours, and other working conditions for its members. This union is somewhat different from most other unions in the respect that a great deal of the employment of its members is on a casual basis. That is to say, that the musician works for a different employer practically every time he is engaged. Steady employment in the most usually recognized sense of the word is a privilege of but few musicians. To bring this to the fore even more clearly, the Federation's definition of a "Steady Engagement" is one of one week or more with the understanding that a week shall consist of five, six or seven days. Some locals classify as steady employment an engagement of one or two nights per week for any period of consecutive weeks. For this reason wages and employment conditions for the majority of the work performed by musicians are not set by collective bargaining procedures. Rather they are legislated by the members at local meetings. The local establishes the conditions, and the members are expected to contract for no less than the minimum wages and conditions in effect. Violation of the minimum price list subjects the member to union discipline. Wage scales and employment conditions for permanent or semi-permanent employers, such as radio, television, motion pictures, operas and symphonies are set by the procedures of collective bargaining.

The Federation acts to prevent the exploitation of its members by enforcing that all must receive at least the minimum scale, by effecting collection of payments due its members for services rendered when such payment has been defaulted. The manner in which this is accomplished will be described further along in this work. It also protects its members from the operations of unscrupulous booking agents by supervising all contracts between its members and booking agents and by insisting that members may deal only with agents who are licensed by the A. F. of M. Any responsible individual or group of individuals may obtain an A. F. of M. Booking Agent's License without cost by applying for same to the Federation. The applicant need only show that he is legitimately contemplating entering the field of orchestra booking and is of reputable character. Upon receipt of such proof the license is issued and held by the agent so long as he abides by the obligations entailed in the accepting of such license. There are no initial or continuation fees involved.

The A. F. of M. also supervises all contracts (written and verbal) between orchestra members (known as sidemen) and leaders. This is unique, in that both leaders and sidemen are members of the Federation.

In addition to the above services which are the essential reasons for the existence of the union, many locals maintain club rooms, insurance, death benefits, credit unions, and other services for their members.

Chapter 5

HISTORY OF THE FEDERATION

While this work deals predominantly with the civil rights of members of the A. F. of M. and is therefore chiefly concerned with only the present workings of the organization, a brief glimpse into what went on before is in order for the purposes of better understanding of current conditions.

The first organized musicians were predominantly German, nineteenth century refugees from the earlier oppression that enriched America by forcing the liberal-minded to emigrate.

The original musicians' union was the Aschenbroedel (or "Cinderella") Club formed in New York in 1860. Although social at first, four years later its members incorporated the Musical Mutual Protective Union. The twenty-four incorporators would vehemently deny that theirs was a "trade union"; they were strictly "artists" not "laborers". By their actions, if not by their words, they recognized the inseparability of art and the well being of the artist. Their union was a genuine part of the labor movement.

Its stated purposes were the "cultivation of the art of music in all its branches, and the promotion of good feeling and friendly intercourse among the members of the profession, and the relief of such of their members as shall be unfortunate". This was promptly amended to include the standard trade union objective of a "uniform rate of prices to be charged by members". By-laws were enacted to enforce the price list and to forbid members to work with non-members.

In 1863 the Baltimore musicians formed an organization, and in 1864 the St. Louis instrumentalists followed New York's lead, forming their own Aschenbroedel Club. Musicians elsewhere organized, insisting that theirs were not "trade unions" but pursuing trade union objectives. In 1886 many of the clubs joined together as the National League of Musicians, which in ten years numbered 101 local societies.

The League's function was to handle problems common to all musicians; it exercised no control over local policies. As it grew, it was racked by the struggle between the word and the substance, whether musicians formed part of the "Labor Movement" or whether they were "artists" only. Dominated by the large Eastern societies, it declined offers to affiliate from both the Knights of Labor and the American Federation of Labor.

In 1896, some nineteen Western locals, which had been saying that an organization which acted like a trade union was a trade union, attended an A. F. of M.-sponsored convention at Indianapolis. Out of the convention came the American Federation of Musicians, affiliated with the A. F. of M., ready to do battle with the old League. The first president was Owen Miller of St. Louis, who was succeeded by Joseph N. Weber in 1900. (Weber held the post, with the exception of 1915 when he was ill, until 1940.) At the 1940 Convention, Weber was made Honorary President and General Advisor, a position which he held until his death in 1950.

By 1902 the A. F. of M. boasted the allegiance of 98 of the 101 League societies, plus 99 of its own. The following year the three holdouts, losing members and influence in their own bailiwicks, surrendered and joined the Federation. The League lingered briefly for bookkeeping purposes and expired unnoticed and unlamented.

Aside from its adherence to the notion that musicians were unlike other wage earners, the League failed to function effectively because it had no power. It was clearly not enough to sponsor a yearly discussion group under the name of convention and to pass pious resolutions deploring the competition of foreign, non-union bands. The musicians needed ground rules governing the relations between locals and a central office with power to act between annual meetings.

The debates in early A. F. of M. conventions over filling these needs are strongly reminiscent of the discussions of the founding fathers of the United States. The National League of Musicians and the Articles of Confederation had both proved inadequate; a federal government was needed. The result in both cases is a triumph of practical democracy.

A great compromise over representation was made in each case. The compromise made in the case of the Constitution of the United States is familiar to all. The compromise made in the case of the A. F. of M. will be shown below in that portion which deals with the Convention of the Federation.

Consistently, since its founding the Federation has been faced with the weighty problems of competition. Competition from non-

union foreign musicians, from non-union amateur musicians, and from mechanical reproduction in recent years has always confronted the Federation and its members. Congress took care of foreign musicians by carefully distinguishing immigration laws between artists of real talent and the routine instrumentalist whose only purpose was to pick up cash by cut-throat touring.

After a number of unhappy controversies—generally involving some high school band playing for a dance at a club—the Federation and representatives of the music educators signed a "Music Code of Ethics" in Chicago in 1947. The Code carefully defined the respective spheres of influence of professionals and student amateurs. Since it was signed, relations have been remarkably cordial.

The problem of competition from mechanical reproductions was solved to some extent by the inception of the Recording and Transcription Fund and later the Music Performance Trust Funds.

Chapter 6

EXECUTIVE, LEGISLATIVE, JUDICIAL

The government of the A. F. of M. has three components as does most government, executive, legislative and judicial. The separation of the three is not nearly so distinct as the separation between the branches of the United States Government. While the three functions are to be found, and their operations are distinctly spelled out, they are closely inter-related because of the dual authority of certain officers and bodies.

The executive powers of the Federation are vested in the elected officers of the organization: the President, Vice-President, Secretary, Treasurer and five Executive Committee Members. These nine officers constitute the International Executive Board. In addition to these officers the President is entitled by By-law provision to appoint four assistants who are known officially as "Assistant to the President". The Secretary has the power to appoint an "Assistant Secretary", and the Treasurer may appoint an "Assistant Treasurer". All of the aforementioned officials are required by law to be members of the Federation with the exception of the Assistant Treasurer. The provision was made probably to allow the Treasurer to utilize the services of an expert in financial transactions from outside in the event none were available from within the ranks of the Federation. To date all who have held the office of Assistant Treasurer have been members.

The President is the Chief Executive of the Federation. The International Executive Board plus the Assistants to the President can be considered as the President's cabinet. The presidential Assistants, the Secretary and the Treasurer, act in the capacity of department heads: the Vice-President and Members of the Executive Committee can be compared to "Ministers without Portfolio". The Assistant Secretary and Assistant Treasurer can be likened unto Under Secretaries in the executive branch of the United States Government. These comparisons are somewhat rough and apply only insofar as the executive aspects of those discussed are concerned.

The legislative branch of the Federation is centered in the Annual Convention which is composed of delegates elected by each local. It is at this Annual Convention that the laws governing the Federation are enacted.

It is in the judicial workings of the Federation that the division of authority ceases. There is no separate and distinct judicial branch of the Federation government. The primary judicial powers are vested in the International Executive Board. This body acts as an appellate court from decisions handed by local trial bodies. It may also take original jurisdiction over violations of an inter-local character, i. e., a violation committed by a member of one local in the jurisdiction of another. It is given by By-law provision original jurisdiction over any case involving a booking agent, an employer of a traveling band, radio, recording and television activities. In cases of pecuniary claims and cases where a fine of less than \$500.00 has been imposed as a penalty, the decision of the International Executive Board is final. A case involving an ultimate fine of \$500.00 or more, or expulsion from the Federation may be appealed to the Convention. The Treasurer of the Federation is given by the By-laws the sole power to try members for violation of certain laws concerning Federation revenue. His decisions are appealable to the International Executive Board, and if expulsion is involved, further appeal to the Convention is in order.

From the foregoing it is to be seen that the judicial powers are divided between the executive and legislative branches of the Federation. This same procedure is incorporated into the framework of most of the locals of the Federation. There are several instances, particularly in larger locals, where provisions have been made for the establishment of a trial board which is not connected with the other two branches.

Chapter 7

THE EXECUTIVE BRANCH

The nine top executives of the Federation, President, Vice-President, Secretary, Treasurer and five Members of the Executive Committee, are elected at the Convention by the delegates thereto by a secret ballot. Their term of office is one year. Each local is entitled to one vote for each 100 members or majority fraction thereof. A local must have at least one vote, but no local is allowed more than ten votes regardless of size.

The annual elections are by secret ballot under the supervision of an Election Committee appointed by the President. They are held at a time set by the Convention. A majority of the votes cast is necessary to elect the President, Vice-President, Secretary and Treasurer. The candidates for the Executive Committee receiving the highest number of votes are declared elected as are the candidates receiving the highest number of votes for delegate to the American Federation of Labor. Provisions are made for runoff elections in the cases of tie votes or insufficient number so as to be a required majority.

All candidates for office are granted access to the counting of the ballots and are permitted to witness the proceedings.

The election procedures are spelled out in Exhibit I.

EXHIBIT I.

A. F. of M. By-laws, Article 29, "Nominations and Elections".

SECTION 1. The election of officers shall take place annually and shall be as prescribed in the following sections.

SECTION 2. The time of nominations and election of officers shall be designated by the Convention not later than the second day it is in session. Correct copy of all nominees shall be furnished each delegate and the election shall be conducted in accordance with the Australian ballot system.

SECTION 3. For the office of President, Vice-President, Secretary and Treasurer, a majority of votes cast is necessary to elect. In case of nominees not receiving a majority of votes for their respective office, all but those two nominees for said office receiving the highest vote shall be dropped and a second ballot shall then be taken for such officers, and the candidate receiving the majority of votes cast shall be declared elected.

SECTION 4. If there is no contest, the Convention may instruct the Secretary to cast one ballot for all the nominees, all other laws to the contrary notwithstanding.

SECTION 5. The four candidates receiving the highest number of votes for the Executive Committee from the United States shall be declared elected.

SECTION 6. For the election of the fifth member to the Executive Committee, and who shall be a resident of Canada, the candidate receiving the greatest number of votes shall be declared elected.

SECTION 7. The number of candidates to be elected as delegates to the American Federation of Labor receiving the highest number of votes shall be declared elected.

SECTION 8. In the event more than one ballot shall be necessary, by reason of a tie vote, only the names of those candidates who have received an equal number of votes shall be voted upon, and the candidate, or candidates, receiving the greatest number of votes shall be declared elected.

SECTION 9. In those places on the ballot calling for more than one candidate to be elected, that part of the ballot shall not be counted if more or less than the full number to be elected is voted for.

SECTION 10. On the ballot after the name of each candidate for office there shall be printed the number of the local which the candidate represents, and the name of the city and state or province in which said local is located.

SECTION 11. The President shall appoint an Election Committee of sufficient members whose duties shall be as follows:

A. As soon as the balloting is declared in order the judge shall take charge of the Convention and the delegates shall form in line irrespective of number of their locals. Each delegate on passing the ballot box shall call name and number of his local.

B. The clerk shall check same on check list, naming number of votes said local is entitled to.

C. The tellers shall see that the correct number of votes are cast, and after balloting is declared closed, count same and report the result to the Convention.

SECTION 12. All candidates for office at the National Convention shall be permitted to witness the counting and tallying of votes while such is being done by the Election Committee.

SECTION 13. A convention may, by a two-thirds vote, elect anyone who has been a member of the Executive Board of the Federation for at least fifteen years to life membership at large in the Federation.

It is customary for the Convention to set by motion from the floor that the nominations be a special order of business at a designated time on the second day of the Convention, and that the elections be held as a special order of business at the close of the third day's session. Any vacancies in office which may occur between conventions are filled by an election held by the International Executive Board.

The present International President is James C. Petrillo who was originally elected to the office in 1940 upon the retirement of the late Joseph N. Weber. Mr. Petrillo has been re-elected at every succeeding Convention. Previous to his election to the presidency he served for eight years as a member of the Executive Committee. Mr. Petrillo was also President of Local 10, Chicago, Illinois, an office which he attempted to resign upon assuming the duties of Chief Executive of the Federation. His resignation was promptly refused by the membership, and he has continued to serve as President of Local 10 up to the present time. Prior to becoming a labor leader Mr. Petrillo earned his livelihood as a professional musician in and around Chicago. Strangely enough, he at one time was an officer of a rival "independent" musicians' union.

Many of Mr. Petrillo's critics are quite vociferous in their demands that he be "sent back to Italy!" This goes to prove that there are a great many people who make decisions and take firm stands without ever thoroughly investigating or understanding the particular question involved. To send Mr. Petrillo back to Italy would present quite a task. He is a natural born citizen of the United States, his place of birth being Chicago.

At the 1949 Convention Mr. Petrillo was opposed in his candidacy for the office of President by Everett Henne who was at that time Secretary of Local 224, Mattoon, Illinois. Mr. Henne was defeated 1,391 to 75. Nothing further was thought of the matter until a Traveling Representative made a regular visit to Local 224 some months later. At that time he reported that Mr. Henne had also been defeated for re-election to the office of Secretary of his Local. Mr. Petrillo has been elected without opposition at all other Conventions.

The By-laws of the Federation set the President's salary at \$20,000.00 per year, payable monthly. In addition to this he is entitled to a \$3,000.00 per annum contingent fee and an automobile for his use. The upkeep and all other expenses are to be paid by the Federation. The President is also entitled to expenses and a per diem of \$5.00 when traveling on the business of the Federation. Also set by the By-laws are the salaries of the Assistants to the President as follows: First, \$15,000.00 per annum; Second, \$12,500.00 per annum; Third and Fourth, \$10,000.00 per annum.

The President's duties are defined by the By-laws of the Federation. He is empowered and charged with the usual prerogatives and responsibilities of an executive heading any large, responsible and working organization. Article 1, Section 1, of the By-laws, grants to the President the power to "annul or set aside" the Federation's laws except those dealing with finances. Because of its controversial nature this Section is quoted here in its entirety:

"It shall be the duty of the President to preside at all meetings of the Federation and International Executive Board; sign all documents of an official character pertaining to the Federation; sign all warrants; appoint all committees unless otherwise ordered. It shall be his duty and prerogative to exercise supervision over the affairs of the Federation; to make decisions in cases where, in his opinion, an emergency exists; and to give effect to such decisions he is authorized

and empowered to promulgate and issue executive orders, which shall be conclusive and binding upon all members and/or Locals; any such order may by its terms (a) enforce the Constitution, By-laws, Standing Resolutions, or other laws, resolutions or rules of the Federation, or (b) may annul and set aside same or any portion thereof, except such which treat with the finances of the organization and substitute therefor other and different provisions of his own making, in which case such change shall be published in the next issue of the International Musician after its promulgation; the power so to do is hereby made absolute in the President when, in his opinion, such orders are necessary to conserve and safeguard the interests of the Federation, the locals and/or members; and the said power shall in like manner extend to and include cases where existing laws are inadequate or provide no method of dealing with a situation."

This is always hauled out by labor baiters in an attempt to prove that the musicians are in the grip of a ruthless dictatorship. This explicit emergency clause grants this power only as long as the Convention allows it. Since Mr. Petrillo has been in office, he has used this clause:

1. Three times to change the date of the Convention from the required "second Monday in June" to the first Monday in order to secure hotel reservations.

2. To set aside dues payments for members in the Armed Services.

3. To change a law in order to organize the Boston Symphony Orchestra.

Each of these acts was ratified unanimously by the next Convention.

On the basis of this record this particular Section has been considered by the President as an emergency reserve clause. It has been used sparingly and wisely. Careful consideration was given to the matter involved before the powers granted by the Section were invoked. In the first three instances listed President Petrillo polled the International Executive Board by telegram and received their assent to each change. The change in law required in the case of the Boston Symphony was first agreed to by the International Executive Board and the nineteen locals of the Federation that had jurisdiction over major symphony orchestras.

There are those who contend that this Section nullifies and makes useless the Constitution and By-laws of the Federation. This is a matter of conjecture. Indiscriminate use of the provision with wanton disregard for the rights of the members would of course render the safeguards and protections of the Constitution and By-laws valueless. And yet, this particular Section was placed in the laws by the representatives of the members. It can remain in the laws only so long as these representatives are so inclined. At the 1952 Convention a resolution was submitted by three delegates from one of the larger locals in the Federation which would eliminate from Article 1, Section 1, the "annul or set aside" provision. The resolution was soundly defeated. The only vote in favor of the adoption was that of one of the introducers. The same resolution was again introduced at the 1953 Convention by the same three delegates. It was once again soundly defeated.

Each time someone wishes to throw a "brickbat" at the labor movement the first step they take is to point to Article 1, Section 1, of the By-laws. They quote this Section and offer it as concrete evidence that labor unions are ruthless dictatorships. Never once in all the times this has been used has anyone ever bothered to include the number of times the powers granted have been used, nor has any mention been made concerning the circumstances under which the powers have been invoked.

It is to be argued that from the musicians' point of view the inclusion of this law has not been harmful to them or their union. On the other hand, from the point of view of the general public the inclusion of this law can be taken as being detrimental to the entire labor movement, and it therefore should be deleted. The Federation takes the position that it is unfair to judge this provision simply by quoting it, and then simply allowing the words to stand alone. To judge the Section you must investigate its background. You must include in your evidence the attitude of the members and their Convention delegates toward this law; the attitude of the officers (especially the President) toward this law; the number of times it has been used and the circumstances surrounding the use. Despite the criticism received as a result of this Section, the Federation is of

the opinion that it should not be changed just to suit a general opinion formed without consideration of the Federation's viewpoint. The Section serves a useful purpose in that it is an emergency reserve clause. It has not been abused or misused. It stands because the members wish it to stand. The Federation recognizes that the deletion of the "annul or set aside" portions would undoubtedly cause the By-laws to read better in public. However, it also feels that it is not obligated to react to public opinion if it is of the honest opinion itself that its actions are in the best interests of its members and their rights have not been abused or disregarded.

The International President is by virtue of his office a delegate representing the A. F. of M. at the Annual Convention of the American Federation of Labor.

The President currently has three Assistants (though entitled to four, one office is vacant) who aid him in carrying out the duties and routine of his office. All Assistants are located in the President's New York office. Filling these three executive positions are: Clair E. Meeder, First Assistant, formerly President of Local 60, Pittsburgh, Pennsylvania; George Gibbs, Second Assistant, formerly President of Local 9, Boston, Massachusetts; and Jack Ferentz, Third Assistant, formerly President of Local 5, Detroit, Michigan.

In several places in the Federation By-laws the President is specifically required to report on his activities to the Convention and to the members. This he does in his annual report which is sent to all delegates to the Convention just prior to the convening of the Convention. The action taken by the President in connection with any matter referred to him by the Convention must be published by the Secretary in the next issue of the "International Musician", the journal of the Federation.

The President is given somewhat broad power regarding the expenditure of the funds of the Federation. Article 1, Section 1-D. of the By-laws, gives the President "full power to draw on the Federation treasury when deemed necessary to further the interest of the Federation". This power is subject to the provisions that no monies may be paid by the Treasurer unless he receives a warrant for such payment signed by the President and countersigned by the Secretary. All disbursements must be reported to the locals and the Convention.

The office of International Vice-President is at the present time filled by Charles L. Bagley, whose office is at 900 Continental Building, 408 South Spring Street, Los Angeles 13, Calif. Mr. Bagley is a practicing attorney in the State of California, and was for many years a working musician and officer of Local 47, Los Angeles. He is at the present time also legal counsel to Local 47.

The Vice-President is charged with carrying out the duties of the President when the President is unable to because of absence or disability. The President may also request that the Vice-President act for him. The By-laws set the compensation for the office at \$2,600.00 per annum.

Mr. Leo Cluesmann holds the office of International Secretary. His office is located in a building erected by the Federation in 1950 at 220 Mt. Pleasant Avenue, Newark 4, New Jersey. Mr. Cluesmann is a member of the Bar of the State of New Jersey and was formerly an Assistant to the President. Prior to that he was for a good many years a working musician and President of Local 16, Newark, N. J. The Assistant Secretary is Fred C. Hochstuhl, former Secretary of Local 16, Newark, N. J. Mr. Hochstuhl was appointed by Secretary William Kerngood and has served under Secretary Kerngood, Secretary Fred Birnbach and the present incumbent.

The International Secretary is charged with the usual record keeping responsibilities common to the title in any organization. Under most circumstances he is the spokesman for the International Executive Board. This position is sometimes filled by the President when major pronouncements or announcements are to be made. The Secretary is also required to act as the Editor and Publisher of the "International Musician", the Federation's official publication. As such, he is in charge of the Federation's printing plant.

The salary of the International Secretary is established by the By-laws at \$15,000.00 per annum. The salary of the assistant Secretary is set by the International Executive Board in accordance with power granted them by the By-laws. It is at present \$10,000 per annum.

In charge of the funds and financial records of the A. F. of M. is the International Treasurer, Mr. Harry J. Steeper. Mr. Steeper was First Assistant President before being elected Treasurer upon the retirement of Thomas F. Gamble. Previous to his appointment to the

President's office as Assistant to Mr. Petrillo, Mr. Steeper was President of Local 526, Jersey City, N. J., for about 20 years. In 1948, while still in the President's office, Mr. Steeper rewrote and codified the Federation By-laws, which had grown cumbersome and involved with all the additions and alterations made to them since 1896.

The Treasurer is the bookkeeper of the Federation and collects, deposits and disburses all Federation funds. He is also charged with the enforcement of Article 15 of the By-laws. This deals with the 10% surcharge on traveling engagements, an important source of revenue to the Federation.

As Treasurer of the Federation, the holder of the office receives a salary of \$12,500.00 per annum. As keeper of the Federation's Theatre Defense Fund, the Treasurer receives an additional \$2,500.00 per year. Both of these amounts are set forth in the By-laws.

The salary of the Assistant Treasurer is determined in the same manner as that of the Assistant Secretary, and is also \$10,000.00 per annum.

The Treasurer is bonded in the amount of \$200,000.00 and also carries forgery insurance in the amount of \$200,000.00; the Assistant Treasurer is bonded in the amount of \$100,000.00. All of these amounts are set by the By-laws. The cost of the aforementioned bonds and insurance is borne by the Federation.

Also employed in the office of the Treasurer are three executive assistants known as Department Supervisors. These Supervisors are appointed by the Treasurer to aid and assist him in carrying out the routine of his office. Their salaries are set by the Treasurer.

Harry J. Swensen, for many years Treasurer of Local 526, Jersey City, N. J., is the Assistant Treasurer. Department Supervisors are: William B. Mayrer, former Assistant Comptroller of the Township of North Bergen, N. J.; Cashier: Augustus Mackey, former traveling musician and sideman with many outstanding name orchestras; and William P. Steeper, former Business Agent of Local 526, Jersey City, N. J. All are members of the Federation with the exception of Mr. Mayrer.

The President, Secretary and Treasurer are allowed by the By-laws to employ such help as they deem necessary to discharge efficiently the duties of their respective offices. The President has in his office in New York about 10 such personnel. The Secretary employs a like number. Approximately 30 people are employed by the Treasurer. Additional personnel are employed in the Federation's printing plant.

The five members of the Executive Committee are: Herman D. Kenin, President of Local 99, Portland, Oregon, a member of the Bar of that State; George V. Clancy, Secretary of Local 5, Detroit, Michigan; Stanley Ballard, Secretary of Local 73, Minneapolis, Minnesota, also an attorney; William Harris, President of Local 147, Dallas, Texas; and Walter M. Murdoch, President of Local 149, Toronto, Ontario, Canada.

The President is empowered by the By-laws to appoint up to 11 Traveling Representatives "whose duty it shall be to visit local jurisdictions to establish more contact between locals and the Federation and make such investigations and perform such duties as the President may assign to them".⁶ At present there are eight Traveling Representatives. Six are engaged full time in visiting locals, one handles all details concerning circus engagements, and one is stationed in New York to supervise musical acts in night clubs and theatres. All report to the President who in turn is required to inform the Convention concerning their activities.

The President also has the right to appoint "organizers" and a "national representative for each State or Province, as the case may be, and who shall perform such services as the President may, in his discretion, require".⁷ These representatives are commonly referred to as "State Officers" and their services are used only infrequently, mostly to gather information for the Federation regarding unusual situations which may occur in the jurisdiction of a local, or locals, within their State. They are recompensed only when they have performed actual services at a rate included in the By-laws.⁸

The officers of the A. F. of M. are precluded from being elected delegates to the Federation Convention, as are the Traveling Representatives.

Elected also at the annual Conventions are the Delegates to the American Federation of Labor Convention. The number to which the Federation is allowed is determined by the laws of the American Federation of Labor. The number which the Federation will send is decided by motion at each Convention just prior to nominations. Article 1, Section 1-G of the Federation By-laws sets forth that the President shall be a Delegate to the A. F. of L. by virtue of his office. In recent years the Federation has always elected and sent its full complement of Delegates to the A. F. of L. Conventions. A. F. of L. Delegates are "allowed their hotel and traveling expenses and fifteen dollars (\$15.00) per day for actual time consumed."

The rights, duties and privileges of the International Executive Board are spelled out definitely and completely in Article 1, Section 5, of the Federation By-laws. The Board is the administrative body of the Federation. Any matter which is not specifically dealt with in the Constitution and/or By-laws falls automatically into the sphere of the Board. This in effect means that the Convention passes the laws governing the operation of the union, and the International Executive Board sets up the methods of enforcing, administering and carrying out the mandates, since there are very few aspects of the music profession which are not dealt with in the laws of the Federation. It is to be borne in mind also, that the International Executive Board only enjoys its powers at the pleasure of the Convention. The Convention has the right to change the By-laws any time it feels so inclined. Furthermore, any action of the Board may be overruled by means of a Resolution passed by the Convention.

In the interests of efficiency the Board has to refer such matters as may come before it to a sub-committee thereof. There are two cases where sub-committees generally act for the full Board. Matters relating to jurisdiction of locals and matters relating to the reinstatement of members (where the action of the International Executive Board is required) are handled by sub-committees which in each instance consist of the President, Secretary and Treasurer. Odd, difficult or major instances under these categories are referred to the full Board. Tradition and custom have built up a sort of common law in the Federation that the decision of a sub-committee is appealable to the full Board even though the Board may have ratified the action of the sub-committee in the first instance.

The President has the power to deputize members of the Board and to confer upon them authority to conduct investigations into any matters relating to the conduct of the business of the Federation.

The Board is required by Federation law to meet at least semi-annually. The first meeting must be held at the Convention. The Board, therefore, usually meets for approximately one week before the convening of the Convention; during the Convention, as necessary, appropriate and convenient; and for approximately one week after the Convention has adjourned. Naturally the meetings are held at the Convention City. The second and any succeeding meetings are held at the call of the President "at such time and place as he shall designate, and shall continue in session for such a period as he shall deem necessary".⁹ The Board has recently established a policy of holding the second meeting at a different location each year in order that all sections of the Federation may have reasonable access to the meeting place. Any local, member or individual may gain an appointment to appear before the Board by applying to the President or Secretary.

The minutes of the International Executive Board are published by the Secretary in the "Proceedings" of the Convention and in the "International Musician".

At this point it may be well to look into the matter of how long each officer of the Federation has been in office. President Petrillo was first elected in 1940. He has just completed his thirteenth year. Vice-President Bagley is now in his twenty-third year, having first been elected in 1931. Secretary Cluesmann was elected by the International Executive Board in 1942 to fill the unexpired term of the then Secretary, Fred Birnbach, who died in office. Mr. Cluesmann first ran for election at a Convention in 1944. The 1943 Convention was cancelled at the request of the United States Government due to wartime restrictions on travel. The Secretary has, therefore, started his eleventh term. Treasurer Steeper was elected by the International Executive Board in late 1948 to fill the unexpired term of the late Thomas Gamble, who resigned as a result of failing health. Mr. Steeper was elected by the Convention in 1949, and so he completed four terms in June, 1953.

⁶ A. F. of M. By-Laws, 1952, Article 1, Section 8.

⁷ Ibid., Article 1, Section 7.

⁸ Ibid., Article 1, Section 7, \$15.00 per diem.

⁹ Constitution A. F. of M., Article 6, Section 7.

¹⁰ A. F. of M. By-Laws, 1952, Article 1, Section 5-Q.

Of the members of the Executive Committee, Mr. Walter Murdoch has seniority. He was first elected in 1937. Mr. Herman Kenin was elected by the International Executive Board in 1943 to fill the vacancy caused when Mr. A. Rex Riccardi resigned to accept a position as Assistant to the President. Mr. Kenin was elected to his first full term in 1944. Mr. George Clancy was originally elected in 1947. Mr. Stanley Ballard in 1950, and Mr. William Harris in 1952.

This brings us to the question asked by so many. "How is it possible for these labor leaders to remain in office so long?" It also brings up the stand taken by so many critics of labor unions. "Since these men do stay in office for long periods, they must be dictators; unions must be undemocratic; and union elections must be farces".

First of all, why should they not be allowed to remain in office for long periods. If a successful business executive can do so, why cannot a successful labor union executive? Must the services of an excellent labor leader be sacrificed to prove a point which has already been established or can be established by other means? Labor union officers are elected to serve their membership and to perform certain duties and functions. So long as they continue to serve their membership and perform their assigned duties in an efficient manner, it is good sense and sound judgment to retain them in office.

Secondly, it must be realized that the officers of the A. F. of M. are elected by the delegates to the Convention. In the majority these delegates are officers in the various locals they are representing. They are fully aware, because of personal experience and contact, that once a man embarks into the profession of a labor leader he has practically sacrificed his capacity and capabilities for earning his livelihood in the trade he has chosen to speak and act for. He has removed himself from the labor market, and moreover he has ceased to practice his trade. His skill and ability, in his trade, will rapidly decrease. The longer he remains away from the playing of music professionally, the more he loses his "touch" and the smaller become his chances of re-entering the playing field should he ever be forced to do so. The officers of the Federation face a very sympathetic electorate. This in no way means that the Convention is sympathetic to the point that they would tolerate malfeasance or misfeasance of office. Their sympathy extends only so long as a capable and commendable service is being rendered to them and the members they represent.

Each delegate, too, down deep has aspirations of attaining office. He envisions himself in the same position as those running for reelection. This makes him rather cautious about furthering revolution for the sake of revolution. He has no desire to aid in establishing such a precedent since he does not wish to be faced with it working against him at some future time.

The mere fact that union officers are returned to office is not itself conclusive proof that the union elections are rigged or are farces. In the case of the A. F. of M., the officers are elected at well-run, orderly elections by secret ballot. Evidences of any tampering or irregularities of any kind are not to be found. The Election Committee has complete control of the entire process and interference from any outside source, be it officer or member, is not tolerated.

Opposition to incumbents in office in the annual elections is not unusual. Nowhere can any evidence, or suspicion of evidence, be found that would indicate that those who did not win in the elections were subjected to any discrimination or penalties for their actions. For the past several years there has been a contest for the office of Member of the Executive Committee at each election, excepting the most recent Convention held in June, 1953. For the first time since 1929 all officers were elected without opposition.

Chapter 8

CONVENTION

The legislative powers of the American Federation of Musicians are centered chiefly in a Convention of delegates elected by the locals. The rights, duties and privileges of this body, its method of constitution and the method of choosing its delegates are set forth in detail in both the Constitution and By-laws of the Federation. In the Constitution, Article 4, which is entitled "Conventions", contains the regulations concerning the holding of conventions, when it shall be held, and how the place shall be determined. It also takes into consideration what

process is to be followed in the event it becomes impossible to hold a convention due to circumstances beyond the control of the Federation. This Article is in detail and self-explanatory.

EXHIBIT II.

A. F. of M. Constitution, Article 4, "Conventions".

This Federation shall hold an annual convention, commencing the second Monday in June, at such place as the delegates in convention may determine not more than two years in advance. The International Executive Board shall investigate the availability of locations for future conventions and present its recommendation to the next Convention for approval. However, if in any year adequate accommodations are not available for the period mentioned, the International Executive Board is authorized to select another date as close as possible to the second Monday in June. The Convention shall open on Monday and continue through Saturday, if necessary. If, by reason of governmental, Presidential, or other lawful or military decree or orders, inadequacy of transportation, gasoline and rubber rationing or other causes that make it impossible to hold such a convention, then the International Executive Board may determine that such convention shall not be held and shall immediately notify all locals of the facts and reasons.

During the period of time that no conventions are held because of the above mentioned reasons, the International Executive Board is hereby vested with all the authority and power of a convention, in addition to its regular authority—subject to the provision of Article 1, Section 1, of the By-laws, and in lieu of a convention the President shall call a meeting of the Executive Board at a convenient time and place, this meeting to be considered as the first meeting of the fiscal year.

The incumbent officers shall continue in office until their successors are duly elected at the next convention.

All of the above additional powers vested in the Executive Board shall remain in force only during such time as this emergency exists. It being clearly understood that conventions shall be resumed immediately after transportation facilities permit and other restrictions are removed.

In the event that the President or International Executive Board, or both, deem it necessary, they shall have the power to call a Special Convention.

In the event that suitable arrangements cannot be made for a convention in the city wherein same is to be held, then the President, Secretary and Treasurer are empowered to select some other city for this purpose. However, such selection must be made ninety (90) days prior to the holding of the convention and the locals must be advised thereof through the medium of the *International Musician*.

...

The last paragraph of this Article has been included to take care of a situation where the Convention has voted a succeeding Convention to be held in a location which does not have suitable facilities for such an undertaking. As stated in the first paragraph of the Article, the Convention itself has the right to choose where the next sessions shall be held.

The usual method followed for selection of a Convention site is to allow any local to submit a bid to a location committee consisting of 23 members appointed by the President from among the duly accredited delegates at a Convention. The location committee then reports to the Convention its recommendation. The Convention may accept or reject or amend the report of the location committee, as it desires. It is therefore obvious that in certain cases, delegates, from a local that is interested in obtaining the Convention for their city, may overstate or exaggerate (in good faith) the accommodations and facilities which their particular city has to offer. After the Convention has decided upon the site of the next Convention, the site so chosen is investigated by the Federation to determine whether or not the selection is suitable. The last paragraph of Article 4 has been incorporated, to take care of such a situation. The President, Secretary and Treasurer are empowered to select some other city. However, it is to be noted that the overruling of the original selection and notice of a new selection must be promulgated at least 90 days prior to the holding of the Convention. All locals must be advised of the change by a notice inserted in the "*International Musician*", the official publication of the Federation, which is forwarded to each and every member monthly.

As the size of the Convention increased over the years, to keep pace with the expansion of the Federation, it became increasingly more difficult to arrange for Convention sites. The details concerned with such an undertaking are exceedingly complex. The requirements

are many and varied. Hotel accommodations, convention hall, and printing facilities are just part of the picture. All must be obtained during the second week in June.

At the 1952 Convention a Resolution was passed which gave to the International Executive Board the right to investigate and obtain future Convention sites. However, the right to pass upon the actions of the Board was retained for itself by the Convention.

As in the case of every Federation, be it of states, nations or locals which make up a labor union, there is always the question of safeguarding the rights of the small units in order that they are not overpowered by the numerical strength of the large units. This is the question which faced the founding fathers of our country in the constitutional convention held at Annapolis. This same question faced also the founding fathers of the American Federation of Musicians. In the case of our National Government the situation was resolved by the adoption of a bicameral legislature. A Convention is, of necessity, an expensive undertaking. The Conventions of the Federation, for the last five years, have cost the Federation in the neighborhood of three hundred thousand dollars each year. The Federation equalized the difference in membership between various locals by limiting the number of delegates that any local could send, regardless of size, but allowing for the calling of a roll-call vote on questions effecting a change of law, in which vote each local casts as many votes as it has members. A further check was imposed to insure the rights of the smaller locals by limiting the number of votes any local is entitled to in the election of officers of the Federation. The procedures for representation of delegates to the Federation Convention may be found in Article 5 of the Constitution.

* * *

EXHIBIT III.

A. F. of M. Constitution, Article 5, "Representation and Delegates"

All locals of this Federation of one hundred and fifty members or less shall be entitled to one delegate. All locals shall be entitled to one delegate for each one hundred members or a majority fraction thereof, not exceeding three delegates for any one local, but each local shall be entitled to one vote for each one hundred or majority fraction thereof, but no local shall cast more than ten votes, and the number each local is entitled to shall be computed from the last report made on January 1st before the convention by the local, according to the books of the Treasurer. On questions affecting a change in the laws, each local may, upon roll call, cast as many votes as it has members, as per book of the Treasurer, A. F. of M. All laws so passed shall be referred to a convention committee consisting of the Executive Board, A. F. of M., and chairmen of all committees, who may sanction or veto same, their action to be final. Roll call shall be demandable and had under this Article on demand of ten delegates or five locals.

* * *

The delegates to the Convention are elected by the locals. No delegate may be appointed by any officer, be he Federation or local. The officials of the Federation have no idea who will be the delegates to the Federation Convention, until after the elections are held in all of the locals. There is no way that any official of the Federation may control the election of delegates by any local. The method by which delegates may be elected by a local is set forth specifically in Article 6, Section 1, of the Constitution:

"Section 1. Delegates to the Convention shall be elected by the locals, either at annual, regular or special elections. If elected at annual meetings or regular elections, the usual notice to members, in vogue for such meetings or elections, shall be sufficient.

"If elected at regular or special meetings or special elections, every member of the local must be duly notified of such meeting or election.

"Elections held in violation of this law are null and void".

No member is permitted by law to represent more than one local, and all delegates must be full members in good standing. In the event a member wishes to protest the seating of a delegate, adequate provisions are contained in Article 6, Section 3, of the Constitution, for the filing of such protest. The Constitution also provides, in Article 6, Section 4, for the election of alternate delegates, so that a local is insured of representation in the event the original delegate finds that he is unable to attend.

To prevent any local from accrediting delegates in excess of the number to which they are entitled, Article 6, Section 5, of the Consti-

tution, makes such action a distinct and major violation, gives to the International Executive Board exclusive jurisdiction to try the perpetrators of such a violation. It sets forth the punishment which may be imposed in the event the defendants are found guilty.

Article 6, Section 5, of the Constitution allows that a majority vote of the delegates in the Convention assembled may confer the title of honorary delegate. This compliment, however, does not entitle such delegates to any of the privileges vested in the duly elected delegates representing locals, except that hotel expenses of honorary delegates may be borne by the Federation.

In their visits to the various locals, as has been explained previously, it is the duty of the Traveling Representatives to inspect the minutes of each local, and to question the members and officials to ascertain that the delegates to the Convention have been elected in accordance with the provisions of Article 6 of the Constitution of the Federation. Should any Traveling Representative discover that the method by which the delegates to the Convention were selected were illegal, such fact is reported immediately to the President, who orders a complete investigation. He may declare the selection of the delegates to be illegal, and demand that the new selection be made in accordance with the provisions of the Constitution. Such action has been necessary on a few occasions within the last five years. The elections were invalidated because the membership had not received proper notice. A second election with adequate notice was required. Certain locals have established laws within the framework of their organization which state that certain of their elected officials automatically become delegates to the American Federation of Musicians' Convention by virtue of their election to office. As an example, the laws of several locals state that the Secretary shall be a delegate to the Convention by virtue of the fact that he has been duly elected Secretary of the local. In other locals the President becomes a delegate upon his election, and in one local the dual responsibility falls upon the Business Agent. In most cases, only one delegate is chosen by such a method, the remaining delegates to which the local is entitled are elected as such.

There is no law or regulation within the Federation which makes it mandatory that a local send delegates to the Convention, nor is it mandatory that a local sending delegates must send its full number of delegates. In most locals the number of entitled delegates which are sent is determined by a vote of the membership previous to the Convention. In certain cases the by-laws of the local require that the full allowance of delegates be sent.

As stated above, locals do not always send the full delegation to which they are entitled. It has been the practice for many years for locals to determine themselves, and in their own manner, the number of delegates that they were going to send. In a good many locals the decision was made prior to the nomination and election of the delegates. In other locals the decision was made after the election of the delegates. As a case in point, in my own local, which is entitled by law to three delegates, the President is always a delegate by virtue of his office, and the remaining two delegates are elected as such at the annual local election held in December. At the general membership meeting, held in May, the local members voted how many of the three delegates would be sent to the Convention. It is obvious that such a procedure is placed in the category of "putting the cart before the horse". In 1951 this procedure was challenged as follows: A West Coast local, which was lawfully entitled to three delegates, nominated and elected, in the latter part of 1950, three delegates. At a later meeting held in the early part of 1951 in accordance with the provisions of the laws in effect in that local, the membership voted that only one delegate of the three duly elected delegates would be sent to the Convention. It was argued that since the Convention was to be held in New York City this local could not afford the expense of sending three delegates. The remaining two delegates protested vigorously and finally were advised that if they so desired they could travel to the Convention. If the International Executive Board ruled in their favor, they would be seated and would be entitled to all of the salary and allowances from both the Federation and their local as a delegate. Just prior to the convening of the Convention, the International Executive Board heard the arguments and ruled that since the local had called for nominations to fill the position of three delegates and had duly elected three delegates, it could not later, at a meeting, reverse the election by the entire membership at a legally constituted election, and send less than the number of delegates elected. This meant that all locals would have to change their laws so that the decision as to the number of entitled delegates to be sent would be made before the nominations for the office of delegate were made. In the case of my

own local, this was done as soon as possible in the manner prescribed by the laws of the Federation and the local.

No official of the Federation is eligible to serve as a delegate to the Convention of the Federation. This is specifically set forth in Article 1, Section 5-R, of the By-laws of the Federation, which deals with the duties of the International Executive Board. This law reads as follows:

"Members of the Board are not eligible to serve as delegates to a Convention of this Federation."

Section 8-D of the same Article forbids Traveling Representatives from acting as delegates. This law reads as follows:

"Traveling Representatives shall attend Conventions, but shall not be eligible as delegates; and while in attendance shall receive their regular respective salaries and expenses."

Each year, several months prior to the Convention, the Secretary of the Federation forwards to each and every local blank credentials, in duplicate, for its delegates. The credentials are filled in by the local officials and must be signed by the President and Secretary of the local. The seal of the local must be affixed. This procedure holds true for both the original and duplicate. The original is presented to the delegate, which he retains in his possession to prove that he is a duly accredited delegate of the local concerned. The duplicate copy is forwarded by the local to the Secretary of the Federation. From these credentials, so returned, the Secretary of the Federation publishes a printed list of delegates. Any credential received by the Secretary which is not signed by both the President and the Secretary of the local and to which the seal of the local has not been affixed is returned to the local by the Secretary in order that the missing signature or seal may be obtained.

The credential contains, in addition to the delegate's name, his address. By this means the Federation Secretary may forward to the delegates printed copies of the annual reports of the President, Secretary, Treasurer and Auditor, as required by the By-laws. It also enables the Secretary to forward to the delegates printed copies of the minutes of the last day of the Convention.

Each duly elected delegate is entitled to remuneration for his services by the Federation at the rate of \$30.00 for each full day he attends the Convention, provided that each delegate who attends all sessions of the Convention shall be entitled to not less than seven days' per diem. This fact holds, regardless of the number of days that the Convention is in session. In the event a delegate does not attend for a full day, he is entitled only to a corresponding fraction of the \$30.00. Each and every delegate must register his attendance at each and every session of the Convention on cards provided for the purpose by the Federation Secretary. The Conventions usually are in session for four days, Monday through Thursday, inclusive.

Certain locals, especially the larger ones, pay their delegates per diem while traveling to and from the Convention, and in a few instances even pay per diem to the delegates while they are at the Convention, such per diem being in excess of that paid by the Federation. Such procedure is distinctly local option.

Each delegate is allowed his hotel expenses for each day that he occupies hotel accommodations, said expenses being paid by the Federation. The amount allowed is set by the International Executive Board and is predicated on the rate of the hotels at the Convention site in which the delegates are being accommodated. The Federation does not pay traveling expenses either to or from the Convention for the delegates. These traveling expenses must be borne by the local electing the delegates or by the delegates themselves, in accordance with the various regulations in effect in their home local.

The Convention of the American Federation of Musicians is so arranged that the business is transacted on a committee basis, somewhat similar to the method in use in the Congress of the United States. A delegate may bring a resolution directly to the floor without it being referred to a committee, providing he can obtain the unanimous consent of the Convention for such an act. However, this is only done after the time for introducing resolutions has lapsed.

The actual procedures of the Convention and the order of business is made a separate Article under the Federation By-laws. This Article gives, in great detail, the method by which the actual business of the Convention shall be transacted. In brief, provisions are made for the appointment of the various committees necessary for the functioning of the Conventions. The manner in which the committees shall

operate is set forth. The procedures to be followed in the handling of resolutions and recommendations are explained. In this Article is to be found the requirements that all delegates receive the annual reports of the offices of the Federation. Also included herein are the regulations governing accommodations, per diem, attendance and registration of the delegates. The final sections deal with amendments and changes to the present laws.

EXHIBIT IV.

A. F. of M. By-laws, Article 28, "Convention Proceedings—
The Order of Business Shall Be:"

SECTION 1. Appointment of Credentials Committee by the President.

Report of Committee on Credentials.
Appointment of other committees.
Reading of rough minutes of previous session.
Report of officers.
Communications and bills.
Reports of committees.
Unfinished business.
New business.
Nomination and election of officers.
Installation of officers.
Reading of rough minutes.
Adjournment.

SECTION 2. For Rules of Order, Robert's Revised Manual shall be the guide unless otherwise provided, and the manner of voting shall be viva voce, unless otherwise ordered. The vote at elections or the vote on roll call shall be in accordance with Article V of the Constitution.

SECTION 3. The recommendations made in the official report of the President, Secretary or Treasurer relative to any new law or to any advisable changes in existing laws shall be immediately referred to the Law Committee and shall not thereafter be considered in connection with the report of such officer.

SECTION 4. Delegates or locals desiring to introduce in the Convention any resolution or measure must forward same written and in duplicate to the International Secretary not later than fifteen (15) days before the day set for the first session of the Convention.

- A. All such resolutions or measures shall be printed and distributed to the delegates at said first session.
- B. In addition, delegates may introduce resolutions until thirty (30) minutes after the closing morning session of the second day of the Convention by presenting same to the Chairman.
- C. All resolutions or measures shall be numbered consecutively and printed in compact pamphlet form.

SECTION 5. At the annual Convention the President shall appoint the following committees: Credentials, Finance, Law, Measures and Benefits, Good and Welfare, Organization and Legislation, International Musician, President's Report, Secretary's Report, Location, and such other committees as the Convention may direct.

SECTION 6. The Committee on Credentials shall examine and report on the credentials of delegates. The chairman of the committee shall take charge of all documents appertaining to the duties of said committee, investigate and report upon the credentials of the delegates immediately after appointment, and the report of said committee shall be disposed of before any other business is transacted.

- A. When the Secretary receives credentials from the locals he shall, when acknowledging receipt of the same to the individual delegates, enclose a small plastic or paper tag to be pinned on the coat lapel, on which are inscribed words indicating that he is a delegate to the Convention of the American Federation of Musicians.

SECTION 7. The Committee on Finance shall annually inspect and investigate the financial affairs of the American Federation of Musicians and accounts of the Secretary and Treasurer of the Federation, as well as the books and accounts of all who may be entrusted with the receipt or expenditure of Federation funds and shall make a full report in writing of its findings to the Convention of the Federation at which it was appointed.

SECTION 8. All other committees created by the Convention shall perform such duties as indicated by their title, and all resolutions introduced shall be referred by the President to the Committee he deems appropriate to receive and act upon such resolutions.

SECTION 9. Printed copies of the annual reports of the President, Secretary and Treasurer, and that of the Auditor, if possible, shall be mailed to the accredited delegates to the Convention of the Federation not earlier than three weeks and not later than two weeks preceding the opening session of the Convention.

SECTION 10. Members of locals cannot act as lobbyists to influence delegates in any case which has not been properly presented and discussed by the delegates to a convention in meeting assembled and locals of which they are members are not permitted to send such lobbyists either at their own or at the expense of members; neither can locals or members designate non-members to act as lobbyists.

SECTION 11. A Memorial Service shall be conducted at each Convention by a committee of three, appointed by the President, and held at a time designated by the President. Suitable music shall be provided and the musicians and soloists shall be paid from the funds of the Federation.

SECTION 12. Locals acting as host of the A. F. of M. Conventions are directed to provide a band and/or orchestra of not more than 45 members of the A. F. of M. to play an average of two one-hour sessions daily at the prescribed rate of the host local for such type of engagements, which shall be paid by the Federation. The time and place of the services shall be approved by the President or the International Executive Board.

SECTION 13. All hotel accommodations of delegates to a Convention of the Federation shall be placed in charge of a committee consisting of five (5) members from the local in whose jurisdiction the Convention is to be held. The Committee, however, shall be guided by the President, Secretary and Treasurer of the Federation regarding the amount allowed for such expenses, and no arrangements so made shall conflict with the interests of any organization affiliated with the American Federation of Labor.

SECTION 14. The hotel accommodations of the delegates to the Annual Convention of the American Federation of Musicians and of such as may be summoned to appear shall be paid from the funds of the Federation. In addition to this each shall receive a per diem of \$30.00 for each full day in attendance and a corresponding fraction thereof for a fraction of a day, such computation to be based on a time commencing no more than twenty-four hours prior to the stipulated opening of the Convention and ending not later than twelve hours after adjournment, providing the delegate was present at such time. Should he arrive later or leave earlier than the above stipulated time, payment shall be on the basis of arrival and departure.

SECTION 15. Each delegate attending all sessions of the Convention shall be entitled to not less than seven days' per diem.

SECTION 16. No Convention may raise or lower the rate of compensation for delegates for the current year.

SECTION 17. The hours of registration of Convention delegates shall be from 1:00 P. M. to 6:00 P. M. on the day preceding the opening of the Convention, and from 9:00 A. M. to 12 noon on the day of the opening of the Convention, such registration to be at the headquarters hotel, and notice of the time and place of registration shall be printed in bold-face type on the Certificate of Credentials issued to each delegate.

SECTION 18. A registration fee of twenty dollars (\$20.00) shall be charged each guest of each delegate (exclusive of wife or child) to the Conventions of the Federation, same to be paid upon registration with the local committee. The total of such registration fees is to go to the host local for the purpose of assisting in defraying the expenses of said Convention.

SECTION 19. No alteration or amendments to the Constitution and By-laws (except it is otherwise provided in the By-laws or ordered by a Convention) shall be made unless proposed in writing, and said alteration or amendment must receive a majority vote of the delegates present to become a law, unless otherwise provided.

SECTION 20. All amendments and additions to the laws passed by the Federation shall go into effect the fifteenth day of September succeeding the Convention which enacts them. Exempt therefrom are amendments and additions for the enforcement of which the Convention has designated another date than the fifteenth day of September.

All resolutions submitted to the Convention are printed at the close of each session under the direction of the Secretary of the Federation and are distributed the following morning to the delegates at the Convention. At the close of each day's business, the Secretary causes the minutes of that day's session to be printed. The printed

minutes are distributed at the opening of the next day's session to each and every delegate and official. The minutes of the last day's session are mailed to each and every delegate as described above.

The Convention is empowered to pass laws and regulations governing the Federation, and is also empowered to alter or amend the Constitution and By-laws, providing such proposals have been made in writing. Alterations and amendments to the Constitution and By-laws (except certain special cases so specified in the Constitution and By-laws) must be made by a majority vote of the delegates in convention assembled.

Prior to the passage of the Taft-Hartley Law, a great deal of business of the Convention was the setting of wage scales and working conditions for engagements which were under the control of the Federation. These were engagements in which the vending of music became an inter-local commodity. However, the Taft-Hartley Law made mandatory negotiations of wage scales and working conditions between employers and unions. The Convention, therefore, could not, of itself, vote to establish wage scales and working conditions. Accordingly, in recent years the Convention has only been able to recommend such conditions, and any proposed changes have, of necessity, been referred to the International Executive Board in order that they may negotiate with employers to comply with the provisions of the Taft-Hartley Law.

Chapter 9

TRIALS

The rules, procedure and conduct of all trials of members of the Federation are contained in Article 7 of the By-laws.

EXHIBIT V.

A. F. of M. By-laws, Article 7, "Trials and Penalties".

SECTION 1. In any and all trials, before same can be held and before a penalty can be imposed, a member must be notified in writing of the charges against him, and be summoned to appear at a time and place for trial or to otherwise present his defense before the Local Trial Board, the Traveling Committee, the International Executive Board, or Referee hearing the charges, as the case may be, and must be given an opportunity to defend himself. Such notification and charges to be prepared in duplicate, one to be sent to the defendant, the other filed with the records of the case. If the defendant fails to appear or otherwise present his defense when summoned, or in any way obstructs the holding of a trial, hearing, or investigation he shall be adjudged in default and the case shall proceed to a decision without further delay.

SECTION 2. If a local law or a Federation law is violated by any member, the local in whose jurisdiction the violation occurs shall have the right to proceed against such member whether or not such member is affiliated with said local.

SECTION 3. If a member has left the jurisdiction wherein he is charged with having committed a violation, he must be given an opportunity to forward his testimony in writing. A summons to send his testimony, forwarded to the member's address as appearing on the books of the local to which he belongs, shall be considered legal notice.

SECTION 4. If the member fails to answer within two weeks from the date notice was forwarded, he shall be judged to be in default and the local may proceed without further delay.

SECTION 5. If the member is found guilty the local may impose a fine, or allow a claim against him, or both, each and every offense.

SECTION 6. A member charged with the violation of any provision of the International By-laws, excepting Articles 23 and 24, may be tried by either

- A. The Executive or Trial Board of the local in whose jurisdiction the violation is alleged to have been committed; or
- B. The International Executive Board or a sub-committee thereof appointed by the International President; or
- C. A referee appointed by the International President.
- D. A member charged with the violation of Article 23 or 24 must be tried by the International Executive Board.

SECTION 7. If the trial is conducted by the sub-committee of the International Executive Board, it may be held in the jurisdiction

of the local where the violation is alleged to have been committed or in some other jurisdiction or place, as the convenience of the situation may reasonably require.

SECTION 8. If the trial is held before a referee appointed by the International President, then said referee shall hear the evidence in the case and submit same to the International Executive Board and they shall decide the case as if evidence had been heard or the trial held before it.

SECTION 9. If the trial is held before the International Executive Board then the charges specifying the violation must be made in writing and submitted to the International President or Secretary, who, after giving the defendant two weeks to answer same, shall submit the case to the International Executive Board for its decision.

SECTION 10. If the defendant is found guilty by the local Board he may be fined not less than \$10.00 or more than \$1,000.00.

SECTION 11. If the defendant is found guilty by the sub-committee or the International Executive Board, they may impose a fine of not less than \$10.00 or more than \$5,000.00, or may expel him from the Federation, or may impose a fine and expulsion.

SECTION 12. Members found guilty under this section cannot, without the consent of the Federation, return to the jurisdiction wherein they offended to play a permanent engagement as members of the same orchestra or band for a period of two years next after conviction. In each instance before enforcement of this provision a local must secure consent of the Federation.

SECTION 13. If the members of a traveling orchestra are found guilty of violating the laws of the Federation, then the Local Union in whose jurisdiction the violation was committed may, with the consent of the authorities of the Federation, in addition to fining such members, also order them to immediately terminate their engagement in connection with which they had violated the law. If members fail to obey instructions to withdraw from the engagement such action shall constitute their resignation from membership in such locals wherein they held membership and they may only be reinstated under conditions as stipulated by the International Executive Board.

SECTION 14. If at any time the evidence is conclusive that the contract for an engagement does not conform to union price or conditions, then the Federation may order members not to play such engagements and their refusal to comply with such order shall constitute their resignation from membership in the local to which they belong and they may only be reinstated under such conditions as the International Executive Board shall stipulate.

SECTION 15. Any local investigating or prosecuting an alleged or known violation of the Federation or local laws, when it appears that witnesses or persons with knowledge of the subject matter of the investigation or prosecution are within the jurisdiction of another local, shall have the right to demand such other local to summon such witness or persons and secure his or their testimony or evidence for the local conducting the investigation or prosecution and the local so concerned shall in good faith comply, under such penalty for failure to do so as may be imposed by the International Executive Board.

SECTION 16. A local requested to secure evidence as herein set forth shall have power to impose a fine of not exceeding \$25.00 for failure to appear and testify after summons, and the local requesting shall have similar jurisdiction over all members not affiliated locally who may be within the jurisdiction.

SECTION 17. The expenses of securing testimony under this section shall be paid by the local requesting such testimony.

SECTION 18. If a fine is not provided for violation of any provision of the Constitution, By-laws or Standing Resolutions of the American Federation of Musicians, then the Executive Board of the Federation may, at its discretion, impose a fine of not less than \$10.00 nor more than \$5,000.00 upon the offending member, or expel him from the Federation.

SECTION 19. Fines imposed by locals upon members of traveling bands and orchestras, or upon members of other locals, must be paid into the treasury of the Federation. Fines imposed by locals upon their own members, or upon individual members who enter the jurisdiction of a local, establish their residence therein, and acquire transfer membership, belong to the locals imposing same, with the exception of such fines which are imposed upon transfer members who before they acquired transfer membership with a local, violated local or National laws in the jurisdiction of the local. Such fines are included among those which must be paid into the treasury of the Federation.

SECTION 20. A fine imposed upon a member by a local and sustained by the International Executive Board cannot be remitted by a local without the consent of the Board. The same rule applies if a member is fined by the International Executive Board.

SECTION 21. Should a local fail to impose a fine against members through circumstances over which it has no control, then a

fine may be imposed by the International Executive Board. In such an event an appeal from the decision of the Board may be made to the next Convention.

SECTION 22. All fines imposed under the laws of the Federation must be forthwith reported to the International Secretary, who shall notify the member or members. A member who within thirty days fails to pay the fine or claim allowed against him or fails to appeal to the International Executive Board or to the Convention in cases wherein the laws of the Federation provided for such appeal shall be suspended from membership by the local to which he belongs.

SECTION 23. Any member or members of a local found guilty by the International Executive Board upon charges which have been preferred of misrepresenting the conditions existing in the jurisdiction of the local for the purpose of deterring members of the Federation from accepting or fulfilling engagement, as provided in Article 16, Section 1, the member or members shall be fined not more than \$50.00, and in case of failure to pay the fine within thirty days be expelled. Where a Secretary or any official misrepresents conditions as above specified by instruction of the local, the said local shall be subject to a fine of not more than \$200.00, and if not paid within thirty days the local shall be suspended until the fine is paid.

SECTION 24. If a member or members, at any time during the trial of any case, or otherwise makes an admission or submits any evidence, to any officer of the Federation, showing that such member or members are guilty of violation of any of the laws of the Federation, the International Executive Board or Sub-Committee of same shall have the power to impose the penalty provided for such violation of the law without specific charges being preferred against them or further trial being given such member or members, anything in the laws of the Federation to the contrary notwithstanding.

SECTION 25. Any member who attempts to influence a decision of the International Executive Board or a member thereof, in any manner other than by submitting his proposition, evidence or argument in regular form through the office of the International President or Secretary shall be disciplined by the International Executive Board.

In summary this Article requires that a defendant must be notified in writing of the charges which have been preferred against him. It lists the manner in which the defendant's trial must be conducted and also grants jurisdiction to the various trial bodies over violations committed. Herein are prescribed the penalties which may be imposed and the methods for the collection of any fines imposed upon members as penalties. It will be noted the term violation is used frequently in this Section but is nowhere defined. For information purposes a violation is an act contrary to the Constitution, By-laws, Regulations and Orders of the American Federation of Musicians or of any of its locals.

Original jurisdiction of violations committed by local members is given to local trial bodies. Original jurisdiction of violations committed in the territory of one local by members of another is given to local trial bodies with the proviso that the International Executive Board may also take original jurisdiction. This does not mean that a local must waive its rights to original jurisdiction before the International Executive Board can assume same. A member, or officer, may prefer charges against another member for a violation which occurred on a traveling engagement directly before the International Executive Board without reference to the local in whose jurisdiction the violation took place. Similarly, a local may choose not to exercise its trial rights, and it may refer the violation to the International Executive Board.

No local has the right to summon a traveling member to appear before its trial body once the member has left the jurisdiction of the local. The local does have the right to try the defendant by mail. This precludes the distinct possibility of locals allowing traveling members to leave their jurisdiction and then preferring charges against them with the knowledge that their return is practically impossible due to financial and job commitment considerations, thus almost assuring conviction by default.

All charges preferred before the International Executive Board must be in writing and submitted to either the President or Secretary. The usual procedure is to forward the specifications to the Secretary. Charges which are sent directly to the president are as a matter of course re-directed to the Secretary.

The Secretary prepares the charges inserting in the specification where necessary the particular section of Federation law which has allegedly been violated. The charges are mailed to the defendant either to his address of record, or in care of his home local. The defendant

has two weeks in which to reply. If no reply is received, the Secretary makes every reasonable effort to determine that the charges have been properly forwarded to the defendant. He also makes very conscientious efforts to induce the defendant to reply advising him of the consequences he may expect by failing to reply. If no reply is then received, the case is sent to the Board as is. Invariably the defendant is found guilty of the charges specified in these cases.

In cases which proceed normally and a reply is received, the reply is sent to the plaintiff for his rebuttal. Upon receipt of the rebuttal it is forwarded to the defendant for his sur-rebuttal. No new evidence may be introduced in the rebuttal or sur-rebuttal unless the permission of the Secretary is obtained. The entire case is then referred to the International Executive Board by the Secretary. The written testimony of each case is mimeographed by the Secretary's office and the complete case is mailed to each Board member. Completed cases are sent out to the Board on an average of once a week. Approximately twenty to thirty cases are so mailed each week.

The Board members read the cases, and then transmit their findings together with the penalty they recommend if the defendant is thought to be guilty. In case of a tie, the case is referred to the President for his vote. As soon as the case has been decided all interested parties are advised of the outcome by the Secretary. It is the business of the Secretary to decide the penalty to be imposed upon those found guilty by taking an average of the penalties recommended by the various Board members. Here the Secretary has wide latitude since there is no guide or instructions provided anywhere in the laws of the Federation on this particular phase. An examination of the records of the Secretary concerning cases decided over a period of the five years ending March 31, 1953, reveals that the penalties imposed upon members found guilty by the International Executive Board have been arrived at by the Secretary by using a sort of weighted average process. The penalties so prescribed have been eminently fair, if not slightly in favor of the defendant. They are a composite of the opinion of a group of men acting independently in scattered sections of the United States and Canada. The final result is an average which is set on the low side when being weighted by the Secretary.

In recent years no trials have been held before sub-committees of the International Executive Board.

Trials held before referees appointed by the International President are extremely rare. It is to be noted that the referee only hears the evidence in such a case. The decision is actually made by the International Executive Board after reviewing the evidence as submitted by the referee.

The penalties which may be imposed are listed in Article 7, Sections 10 and 11 (see above). The International Executive Board is granted the right to impose much more severe fines than a local trial body. They may also sentence a member to expulsion. This proviso is probably included to discourage locals from placing unjustifiably large fines upon traveling members. It is a kind of check, or balance, set into the laws to offset the fact that traveling members are somewhat at the mercy of locals other than their own due to the fact that they have no say in the affairs of the local, nor can they vote for the officers of that local. A man appearing before a trial body in his home local always has the distinct and decided advantage that at the time of the next election he and his friends and sympathizers will be voting for the men before whom he is appearing. In this same vein fines imposed by locals upon members other than their own must be reported to the Secretary of the Federation, and they must be paid into the treasury of the Federation. This prevents locals from using the imposition of fines upon traveling members as a method of producing revenue for themselves with all the evils attendant to such a policy.

There are two particular violations of Federation law which must be referred for action to one officer. The Treasurer has the sole authority to deal with those members who have failed to pay the 10% surcharge,¹¹ or the 15% radio tax.¹² Here is one instance where a member is fined without having a hearing. The decision of the Treasurer is not final unless accepted as such by the defendant. Any decision handed down by the Treasurer is appealable to the International Executive Board.

¹¹ The 10% surcharge is a tax imposed upon members who play engagements in the jurisdiction of a local other than their own. This is explained further in the Chapter "Finance of the Federation."

¹² The 15% radio tax is similar to the 10% surcharge. It applies only to members playing sponsored broadcasts or commercial transcription engagements in the jurisdiction other than their own. The amount of this tax collected is insignificant compared to the amount of 10% surcharge collected.

The 10% surcharge is the Federation's principal source of revenue. For the fiscal year ended March 31, 1952, the income from these collections amounted to \$1,046,851.00. The total income for the same period was \$1,431,531.00. This is the very life blood of the union. Obviously it must be strongly impressed upon the membership that this surcharge must be paid. The various locals are vested with the duties of acting as collection agencies, but the responsibility for payment is placed solely upon the member.¹³ This is much the same as with the collection and payment of United States income tax. The various Directors of Internal Revenue act as collection agents, but the individual taxpayer is required by law to make the payments without prompting by the Director.

If a leader fails to pay 10% surcharge, the local reports this fact to the Treasurer. He in turn notifies the home local of the member involved of the violation and imposes a fine upon the member. The fine is in the discretion of the Treasurer but cannot exceed \$50.00. The By-laws further provide that if the member fails to pay the surcharge due plus the fine, such failure shall constitute the member's resignation from membership. To be reinstated the member must pay all arrearages plus a National Reinstatement Fee, or he must meet such conditions as the International Executive Board may determine.

In actual practice the Treasurer allows a member who has been notified of his violation three weeks from the date of notification as the length of time in which payment must be made. At the end of that period, if payment has not been made, a notice is sent to the member's home local directing that the man be erased from membership and stating the National Reinstatement Fee which will be due before the man can be reinstated. If at any time the member involved, his home local, or any legitimate representative of the member, contests the fine, all action in the case is immediately suspended until such time as it has been clearly established that the fine is in order. The amount of the fine imposed is determined impartially by a sliding scale. The amount for the first offense is \$5.00, for the second \$10.00, for the third \$25.00, and for the fourth \$50.00. National Reinstatement Fees are set at \$10.00 for the first and second offense, \$25.00 for the third, and \$50.00 for the fourth.

The placing of such authority in the hands of one man may at first on the surface appear to be arbitrary, unjust and dangerous. However, there is the consideration that the penalty may be imposed only when a member has failed to make a payment. The records clearly indicate whether or not the payment has been made. Therefore, any member who is so fined obviously has violated the law. This is somewhat akin to the penalty interest which must be paid by delinquent taxpayers when the Internal Revenue Department finally catches up to them. There is the second consideration that the member may always appeal the decision of the Treasurer to the International Executive Board.

The records of the office of the Treasurer reveal that he maintains a most liberal policy in favor of the membership regarding the authority he has to impose fines and National Reinstatement Fees. In practically all cases where a reasonable doubt exists as to whether or not the member deliberately evaded payment of the 10% surcharge, payment of the fine, or National Reinstatement Fees, if applied, or both is waived (payment is not required). The present Treasurer has stated, "I have no desire to use my power of fining members as a source of revenue for the Federation. I wish only to firmly and, if necessary, forcibly impress upon the membership that they must respect and obey the laws of the Federation."

Mr. Steeper is decidedly more unyielding when it comes to the collection of the monies involved in the 10% surcharge and any fines which were imposed by him and which he has ruled must be paid. No time or installment payments are allowed. Payment in full is required and demanded. This attitude can be best explained by the Treasurer's own statement as contained in his report to the 1952 Convention:

"A hard and fast rule has been established in the Treasurer's Office that no time payment terms are given to leaders who are delinquent in paying 10% Surcharge. Absolutely no exceptions have been made to this rule. On the surface this may seem to be arbitrary and extreme, and consequently, some local officials have resented this policy since they feel

¹³ Article 15, Section 8, By-Laws, 1952. "In case a local fails to collect the 10%, the orchestra leader from whom it should have been collected is then obliged to send same direct to the International Treasurer."

that it works a hardship upon the men involved. This rule was adopted because it is my attitude that the 10% Surcharge is money which is rightfully the property of the Federation, the local, and the orchestra members. The collection of these funds has been entrusted to the leader, and he has been held directly responsible by the laws of the Federation for the proper care of them. No one would condone the actions of a local official if he diverted to his own use any funds of the organization which were entrusted to his care. Similarly, I cannot sympathize with any leader who has used the 10% Surcharge for his own purposes any more than I would sympathize with a collection agent who used his employer's funds for his own gain:

"Following this line of thought, I consider that a leader who has failed to pay the 10% Surcharge has committed a serious violation. Many local officials are of the opinion that by demanding payment in full of the monies due before allowing a delinquent leader to work denies the man the opportunity to obtain the funds needed to pay his debt. I feel it is unfair to the fine, honorable members, who have always abided by the laws, to allow these people, who have committed such a grave violation, to compete with them for available work. The violators should at least be made to pay back the funds they have misappropriated before they again enter into the competition for engagements.

"In certain cases, local officials have permitted a leader to run up a bill for twelve to sixteen weeks' 10% Surcharge. The records of my office reveal that in practically every such case the man involved is now erased from membership because in the end he could not get together the money to pay the amount due.

"I wish to direct your attention to the fact that your local should not allow traveling members to build up such sizable amounts of 10% Surcharge due. If a man fails to pay 10% Surcharge for two consecutive weeks, this fact should be reported to my office immediately.

"If traveling members are allowed to run on without paying the 10% Surcharge, within a short time they build up such a large amount to be paid that they can never get the money together to pay it. Consequently, they are erased from membership in the Federation. While you may feel that you are doing these men a favor by not reporting them, and by trying to go 'easy' on them, actually you are working a hardship upon them, since sooner or later the time comes when they must pay, find they cannot, and suffer accordingly.

"Allowing a traveling member to build up a sizable 10% Surcharge Account is not fair to your local, to the Federation, or to the man involved."

In examining the cases tried before the International Executive Board it was found that in the majority of the cases the specifications as presented by the various locals preferring charges were not fully detailed. A true specification should cite the particular law that was violated as well as the place and date of the violation. The manner in which the violation took place should also be set forth. Usually one or more of these items are omitted. Wherever possible the missing item is filled in by the Secretary. A case takes approximately two to three months from the initial filing to the handing down of the findings. This applies to all types of cases: charges, claims and appeals. There is no statute of limitations included in the laws of the Federation. Locals may at their option include such a provision in their laws. Article 12, Section 32 of the Federation By-laws prohibits the period of the time limit from being set at less than three years.

No regulation is in force which places a time limit on the International Executive Board within which a decision must be reached on a case. This could possibly lead to a practice of "sitting on" certain favored cases until they were forgotten. It has become customary and traditional that each case be assigned an identifying number by the Secretary and that the decisions of the Board in all cases which were heard during the year be reported to the Convention by the Secretary in his report. The numbers of the pending cases are also reported. It would therefore be quite difficult for a case to be "pigeon-holed." The complaining party would always be in a position to complain of the actions of the Board or any of its members to the Convention. There is no evidence to be found anywhere in the records of the

Federation which would indicate that any irregular procedures took place in the handling of any cases before the International Executive Board.

Occasionally the individual members of the Board after reading a case are of the opinion that the matter contained therein is of sufficient importance, or of such a complex nature, that it would be better to act upon the case at the next meeting of the Board. They therefore report their sentiments to the Secretary instead of voting on the case. If a majority of the members are so disposed, the Secretary schedules the case for discussion at the next Board meeting. If two or more members of the Board signify their wishes to discuss a case at a meeting before handing down a decision, the Secretary usually so advises the President and Treasurer. These three officers then customarily also request that the case come before the next meeting. Thus a majority of the Board have so signified, and the case is so deferred.

For the year ending March 31, 1952, the International Executive Board heard 176 cases involving "charges". The greatest number of cases involved violation of Article 17, Section 1 of the By-laws (failure to file a contract for a traveling engagement with the local wherein the engagement took place). In 161 cases the defendant was adjudged to be guilty. In the remainder the charges were dismissed. The average fine imposed amounted to \$25.00.

Chapter 10

CLAIMS

In the Federation it is also possible to bring suit against an employer, agent, leader, member, or any other individual to obtain payment due in connection with any matter connected with the musical profession as such. Article 9 of the Federation By-laws, Exhibit VI, contains the rules appertaining to such suits, commonly referred to as claims.

Under the laws contained in this Article every member has the right to sue, or make claim, through his local or the Federation for any monies due him as a result of the practice of the profession of music. A time limit of three months is set for the filing of claims against employers, except that claims arising out of traveling engagements must be filed within one week. The Federation does not enforce this provision rigidly. The limit is usually waived if the claimant can show reasonable cause.

Section 5 of this Article demands that no one involved in a claim referred to the Federation make any private settlement of the dispute without prior approval of the Federation.

Hereinunder the various locals derive authority to act as they may deem proper to enforce the collection of any valid claim.

A member may make claim against an employer or against the leader on the engagement as the circumstances may warrant. A leader who has not received the price of an engagement is obligated to file a claim for same against the employer through the union. If he fails to do so, he can be held personally responsible for payment of salaries to the members of his orchestra.

EXHIBIT VI

A. F. of M. By-laws, Article 9, "Claims".

SECTION 1. A member of the Federation shall at all times have the right to sue or make claim through his Local Union or the Federation, as the case may be, any leader, agent, employer or whoever it may be, for any amount resulting from failure to receive his salary, for violation of contract or agreement, or for any difference in price actually received by him for an engagement and the price established by his Local Union or the Federation for same.

SECTION 2. Neither the Federation nor any local shall enforce a claim against any member unless same is connected with or arises from the profession of music as engaged in, practiced and carried on by members of the Federation.

SECTION 3. All claims against defaulting employers must be filed with the International Secretary within three months after the default occurs excepting where the engagement comes under the 10% surtax charge which claim must be reported to the local in whose jurisdiction the engagement is played and to the International Secretary within one week after the default occurs.

SECTION 4. Leaders who fail to comply with this law may be held personally responsible for full payment of all money due

members of his orchestra and may not be entitled to the assistance and protection of the Federation.

SECTION 5. A claim referred to the Federation for collection against an employer for non-payment of salaries, breach of contract, or any other valid reason whatsoever cannot be settled privately between appellant and defendant unless the Federation agrees to same.

SECTION 6. Locals are privileged to take whatever action and means available, even to the restraint of all further service, in their efforts to obtain collection of moneys due, providing a careful investigation has been made and no doubt exists with the Federation as to the validity of the claim.

SECTION 7. Every agreement or contract covering, dealing with, relating to, or affecting the performance of services as a musician by a member of the American Federation of Musicians (including but not limited to agreements or contracts providing for management or booking services for such member or engagements or employment for such member) shall be deemed to include the following provisions:

A. Every claim, dispute, controversy or difference (all of which are herein called "grievance") arising out of, dealing with, relating to, or affecting the interpretation or application of this contract or the violation or breach or threatened violation or breach thereof, whether between (1) an employee who is a member of the American Federation of Musicians (herein called "Federation") and the employer or purchaser of services hereunder, (2) such member and the booking agent of the engagement provided for hereunder, (3) such employer or purchaser and such booking agent, or (4) two or more booking agents shall be heard, adjudicated and determined as follows:

(1) If any such grievance involves or relates to booking agents, traveling bands, recording, radio or television activities, or any other matter within the sole competence of the Federation pursuant to its Constitution, By-laws, rules or resolutions, as distinguished from matters within the competence of the locals thereof, it shall be adjudicated and determined only by the International Executive Board of said Federation (herein called "Board").

(2) Any other such grievance shall be initially adjudicated by the person, persons or body specified by the rules, By-laws or practices of the local of said Federation in whose jurisdiction the services have been or are to be performed, in accordance with the procedures adopted in such rules or By-laws or adhered to under such practices. Any party to such local adjudication may appeal from the determination thereof to the Board within 30 days from the date on which such party is notified of such local determination or within such additional time as the President of the Federation or the Board may specify. On such appeal, the Board shall receive the evidence taken by such local person, persons or body and, in its discretion, may receive additional evidence from any party. Pending such appeal, the President of the Federation may stay the award on such terms and conditions as may be deemed proper, including but not limited to the deposit of adequate security with the Federation.

(3) The award of the Board on any grievance submitted to it in accordance herewith, whether in the first instance or on appeal from the decision of such local person, persons or body shall be final and binding upon all parties. The award of such local person, persons or body in any adjudication from which an appeal is not taken to the Board as above provided shall be final and binding upon all parties.

(4) The failure to perform (or the breach of any other type) of any contract or agreement, between such member and such employer or purchaser of services, or between such member and such booking agent, or between such employer or purchaser of services and such booking agent, by any party to such contract or agreement shall not have the effect of terminating the obligations, under the provisions of this Section 7, of such party or of any adverse party or of any other party to such contract or agreement. Such failure to perform or such breach of any other type, since it is included within the definition of "grievance," shall be heard, adjudicated and determined as provided in this Section 7 upon the request or demand of any party.

B. Each party so required to settle grievances hereby:

(1) agrees that said Board shall have jurisdiction to determine whether any matter upon which determination has been demanded constitutes such a claim, dispute, controversy or difference dealing with, relating to or affecting the rendition of services performed or to be performed hereunder by any member of the American Federation of Musicians, or providing management or booking services for such member, or providing engagements or employment for such member; and whether such claim, dispute, controversy or difference involves or is related to a matter within the sole competence of the Federation pursuant to its Constitution, By-laws, rules or resolutions as distinguished from matters within the competence of locals thereof;

(2) waives the taking by the members of the Board of any arbitrator's oath required by law;

(3) consents to the introduction and submission of evidence to the Board in the form of unsworn written statements,

and waives the taking of oral testimony and the presentation of oral argument before the Board;

(4) agrees that the Board shall not be bound by rules of law nor by rules of evidence prescribed by any court or administrative agency;

(5) consents to the consideration of evidence and to the making of any award by the members of the Board severally without the holding of a conference;

(6) agrees that any award may be made by a majority of the members of the Board voting thereon and that notice of any award of the Board signed by the Secretary of the Federation shall constitute the formal award of the Board, neither notarization, acknowledgement nor certification being necessary, but that the Board in its discretion may issue an award signed and acknowledged by the Secretary of the Federation and may do so at any time, and even though notice of the award signed by said Secretary has already been issued.

(7) agrees that the courts of the State of New York and of the state in which any party to such submission resides shall have jurisdiction over such parties to the adjudication in reference to any matter arising out of any adjudication held pursuant hereto, including but not limited to the confirmation of the award of the Board and the enforcement thereof by entry of judgment thereon or by any other legal remedy;

(8) agrees that the mailing (registration being unnecessary) by the Secretary of the Federation of any demand for adjudication, notice of hearing or any other notice, or of any other paper connected with a proceeding pursuant to Section 7 of Article 9 or with such a judicial proceeding, properly addressed and with prepaid postage, shall constitute due and proper service of such demand or paper;

(9) agrees that any adjudication by the Board shall be conducted in accordance with such rules as said Board may adopt from time to time.

C. A partial performance, or acts in lieu of performance of an award issued pursuant hereto shall not constitute satisfaction of such award even though accepted as such by the party entitled to performance under the award unless such agreement, settlement or compromise shall be approved by the person, persons or body issuing the award.

(10) agrees that the Board may, in making any adjudication, take into account the customs, practices, standards and conditions of the industries, trades or professions in which musicians perform, of which the members of the Board have knowledge without the necessity of any evidence with respect thereto being adduced in the proceeding before the Board.

Section 7 of this Article was adopted by the 1952 Convention and amended by the 1953 and 1954 Conventions at the suggestion of the Attorneys for the Federation and the recommendation of the President.

This Section results in the enforcing of arbitration upon the members of the union and the employers of union musicians. Included in the contract approved by the Federation for use in music engagements is the provision that the By-laws of the Federation become a part of the contract. Therefore, when both parties (the leader and the employer) sign the contract, they agree to submit any grievances to the union for arbitration. The parties also agree that the arbitration shall be conducted in accordance with the rules contained in Section 7 of Article 9.

Locals are granted original jurisdiction over local claims, i. e., claim of a member of the local against a member of the same local in a matter which occurred in that local's jurisdiction; claim of a local member against a local employer, etc. The right of appeal from a decision of a local to the International Executive Board is allowed.

The International Executive Board is granted original jurisdiction over all claims arising in connection with booking agents, traveling bands or orchestras, recording, radio or television activities and all other matters which are governed by the Federation rather than the individual locals. The reasons for this are two-fold. First, a matter of Federation jurisdiction should be heard by a Federation court. Second, with the advent of restrictive labor legislation on the part of both Federal and State governments it is very easy for a local to violate such a law and to involve the Federation in the accompanying legal processes without the Federation having any knowledge beforehand. For this reason all matters which approach the limits of the scope of present labor laws are reserved for the International Executive Board. The Board and the executives of the Federation having the benefit of full time experience and expert legal advice are therefore in a better position to deal with such cases without unintentional violation of the law.

Claims filed before the Board are handled in the same manner as charges. The claim is sent to the defendant for reply. The reply is forwarded to the plaintiff for rebuttal, and the rebuttal is referred to the defendant for sur-rebuttal.

The bulk of the cases handled by the Board are claims. For the year ended March 31, 1952, the Board decided 809 claims out of a total of 1,394 cases considered. The Board does not hesitate in deciding against one of its members even though it be deciding in favor of a non-member or even an employer. There are numerous cases on record where a member's claim against an employer has been denied, and where an employer's claim against a member has been allowed.¹⁴

Once a claim has been allowed by the International Executive Board it is the duty of the Secretary to notify all interested parties of the decision, to enforce the decision, and to effect collection of the amount allowed. Time or installment payments are permissible and arrangements for same are made through the Secretary.

In the event a member fails to make payment of the amount allowed against him within 30 days from the date he was notified, the Secretary is empowered to erase the offending member from the rolls of the Federation. A non-member who fails to make payment within 30 days is placed on the "National Defaulters' List" by the Secretary. No member of the A. F. of M. is allowed to render services to or for any person, persons, or organization that appears on this list. Payment of the amount due will result in removal from the list. An erased member may be reinstated by paying his debt and such penalty as may be prescribed by the International Executive Board. In all cases arranging for instalment payments the making of the initial payment prescribed is considered the same as having made full payment for purposes concerning erasure on the "National Defaulters' List".

Chapter 11

APPEALS

Any decision of any local, or any authority of the Federation may be appealed to the International Executive Board. A further appeal to the Convention is allowed in any cases which involved an ultimate fine of \$500.00 or more, or in a case where expulsion from membership has been ordered. In all other matters the decision of the International Executive Board is final.

The regulations which govern appeals are defined in Article 8 of the By-laws of the Federation.

An appellant has thirty days in which to file an appeal. This dates from the time he was notified concerning the decision he desires to appeal. The President and the International Executive Board are authorized to extend this period, if they so desire. Both authorities are extremely liberal in this regard. So long as the interested parties, evidence and records are available the appeal will usually be accepted.

The procedure involved in hearing an appeal by the International Executive Board is exactly the same as in any other type of case brought before the Board.

An appeal to the Convention must be heard not later than the third day of the Convention. Prior to the passage of this particular Section appeals were usually the last order of business of the Convention. It was found that improper consideration was afforded by the Delegates at that time since they were greatly influenced by their desire to adjourn. In order that appellants would be accorded proper hearings, the time for such was moved forward to the third day of the sessions.

The President is also extremely liberal in granting "Stays of Judgment" and "Re-openings". A stay may be obtained almost for the asking especially where large fines have been imposed or cancellation of membership is involved. Practically any document or statement submitted to him is accepted as "new evidence" for the purpose of granting re-openings. Re-openings are granted almost as a matter of course to any person who has had a case decided against him by default. It is most unusual for more than one re-opening to be granted in connection with any single case.

For the year ending March 31, 1952, the Board heard 88 appeals. Of these, 14 were sustained; 59 were denied; 14 were denied, but the penalty originally imposed was substantially reduced; and 1 was partially sustained. In this latter appeal several actions of the Executive

Board of the New York Local concerning local election procedures were appealed by a member. Some of the actions of the Local Board were upheld, and others were reversed. In the appeals from decision of Local Trial Bodies which were denied somewhere in the testimony in each case the appellant admitted that he had committed the action of which he was accused. The appellants either claimed such actions were not really violations of the law, or that the situation warranted that the law not be enforced. A thorough reading of all the appeals to the Board from findings of Local Trial Bodies which were presented to the Board over a period of the last five years disclosed that in almost every case denied by the Board the appellant admitted acting as charged. His sole reason for appealing was that he did not consider the act to be a violation. In those cases where the appeal was denied, but the sentence reduced, it was obvious that the offense did not merit the penalty originally imposed.

Appeals to a Convention are extremely rare. An appeal was heard by the 1949 Convention. No further such appeals were taken until the 1953 Convention.

Any member has the right to further appeal to the civil courts once he has exhausted all of his rights and prerogatives in the Federation. If a member proceeds to civil courts in a matter concerning a claim against an employer before he has completed all the steps open to him under the laws of the Federation, the action is considered to be the member's resignation. A member who involves the Federation or any of its locals in litigation before he has taken advantage of all his rights of appeal in the Federation is subject to trial by the International Executive Board. If found guilty, he may be fined a sum of not less than \$10.00 and not more than \$5,000.00.¹⁵ It is to be noted that there are very, very few instances where a member has appealed a decision of the Federation to the civil courts.

EXHIBIT VII

A. F. of M. By-laws, Article 8, "Appeals".

The following sections of this Article apply to all appeals except those from awards which are governed by provisions of Section 7 of Article 9.

SECTION 1. An appeal can be made to the International Executive Board from any decision, of whatever kind, of a local or any other authority. A further appeal can be made to a Convention in any case involving an ultimate fine of \$500.00 or more, or expulsion from membership in the Federation, regardless of whether the original decision was made by a local or by the International Executive Board.

SECTION 2. In the event of an appeal to the International Executive Board or to a Convention the appellant may request a stay of judgment from the International President, who shall decide whether or not the appellant is entitled to same. If the request for stay of judgment is denied, then the appellant must deposit the amount of any fine placed, or any claim allowed, or in lieu thereof a satisfactory bond with the local, if the appeal is concerning a violation of a local law by a local member, or with the International Treasurer if the appeal is concerning a violation of, or governed by Federation laws. If the appeal is upheld, then the deposit shall be returned to the appellant.

SECTION 3. An appeal to either the International Executive Board or to a Convention must be filed with the Secretary of the Federation within 30 days of the time that the appellant was advised of the decision of the local or of the International Executive Board, as the case may be.

SECTION 4. The President or the International Executive Board may extend the time for filing appeals for a period or periods longer than said thirty days.

SECTION 5. All transcripts of records, arguments, citations, exhibits and other documentary evidence shall accompany any appeals and they shall be in typewritten form. The International Secretary shall have the authority to return the papers of either party for correction in case of non-compliance with the provisions herein specified.

SECTION 6. Where the plaintiff or the defendant introduces evidence of unusual or great volume, the International Secretary shall have authority to insist that fifteen copies of said evidence be furnished for the purpose of preparing the appeal for the International Executive Board.

SECTION 7. The International Secretary shall forward a copy of appeal to the local Secretary, or defendant, whatever the case might be, who shall within ten days thereafter make answer to such appeal.

SECTION 8. The local Secretary is required to notify the parties who appeared before the local authorities of the taking

¹⁴ Forty per cent of claims filed by members against employers are denied. Fifty per cent of claims filed by employers against members are allowed. (Based on 1951-52 and 1952-53 Dockets.)

¹⁵ Article 31, Section 5, By-Laws, 1952.

and pendency of such appeal and they shall have not exceeding ten days to make answer thereto, unless an extension of time is granted, in which to make answer.

SECTION 9. After the answer is received the International Secretary shall forward same to the appellant, who shall make rebuttal thereto within ten days. Thereafter the International Secretary shall submit the appellant's rebuttal to the defendant for sur-rebuttal to be made by him within ten days. The International Secretary shall forward a copy of the sur-rebuttal to the appellant for his record and shall submit the case to the International Executive Board for their decision.

SECTION 10. In the event that either the appellant or defendant fails to proceed or make defense in the case in accordance with the stipulation herein contained, the International Executive Board may proceed to decide the same by default.

SECTION 11. In all cases appealable to a Convention, notice of appeal must be given within thirty days from the date that the decision, which is to be appealed, had been made. All appeal cases to the Convention shall be heard not later than the third business day of the Convention and the hearing of such cases, when the time is set, shall take precedence over all other matters except by majority vote of the Convention.

SECTION 12. A local officer or officers may appeal to the International Executive Board from a decision of a local in any case whatsoever, if in the opinion of such officers, a meeting, for any reason or conditions whatsoever, took a stand in violation of the principles of the Federation. If the Board sustains the appeal, then it shall correct the situation, and its decision shall be binding upon the local.

SECTION 13. The action of the International Executive Board or its sub-committee in revocation of a local's charter is not appealable.

SECTION 14. The decision of the International Executive Board in pecuniary claims, regardless of the amount, is not appealable.

SECTION 15. An appeal to the International Executive Board from the decision of a local shall be decided only upon the evidence used in the hearing of such matter before such local, which shall be reduced to writing at such hearing and certified by the Secretary under seal of the local.

SECTION 16. An appeal to the Convention shall be heard only upon the evidence submitted to the International Executive Board which shall be in writing.

SECTION 17. A member may request the re-opening of a case decided by the International Executive Board for the purpose of introducing new evidence. Such new evidence, however, shall only be of a character showing that the local or its officers who previously tried the case erred in refusing to accept testimony, or in other ways handicapped the member in having his case properly presented, or denied him prerogatives guaranteed by the local or National laws, or committed irregularities which bear the earmarks of persecution. After consideration of all the statements made by the member either to the President or Secretary's office, the President shall decide as to whether or not sufficient reason exists for the re-opening of the case.

SECTION 18. Local Secretaries, upon request, must furnish appellant with full local records of the case.

1st and July 1st; and interest from securities. Income is also realized from a 15% tax levied on traveling orchestras playing sponsored, commercial, coast-to-coast network radio broadcasts; a 1% tax placed upon movie studio engagements; and fines imposed upon members for violations of Federation law.

The 10% surcharge imposed on traveling engagements was legislated by the Convention as a means of protecting local musicians' employment from the inroads made upon it by traveling orchestras. Under the 10% laws (Article 15 of the By-laws) an orchestra composed of members who do not belong to the local in whose jurisdiction they are playing must charge as a minimum the highest prevailing scale between the one in force in the leader's home local and the one in force in the local of the engagement. The orchestra must also charge, in addition, 10% of the scale of the local in whose jurisdiction the engagement takes place. This 10% surcharge is paid to the local having jurisdiction over the place of the engagement. The foregoing applies only to "miscellaneous" engagements (engagements of one, two, three or four days per week). On "steady" engagements, or engagements of an orchestra on tour for one week or more, the orchestra must charge as a minimum the scale of the local having jurisdiction over the place of the engagement plus 10% of the scale. As above, the 10% is paid to the local.

This gives an advantage to the local musician, as a traveling orchestra must always ask a higher price. The procedure thereby acts somewhat like a revenue tariff. It is nominal, and therefore cannot be construed as being prohibitive. While it protects the local musician, it does not deny the traveling member the right to work.

The 10% surcharge collected by the local is forwarded to the International Treasurer, who makes the following disbursements of the monies:

- Four-tenths retained by the Federation;
- Four-tenths to the local that made the collection;
- Two-tenths returned to the orchestra.

The two-tenths is returned to the orchestra as a check to insure that every local forwards 10% surcharge collected to the Treasurer. If a traveling leader does not receive his two-tenths return within one month, he forwards to the Treasurer a copy of the standard 10% Collection Receipt he received from the local when he made his payment. The Treasurer then determines what has happened to the 10% surcharge the member paid. Locals are held strictly accountable for the 10% surcharge collected, and for the actions of their collecting agents. Any local official handling local and/or Federation funds must be properly bonded, and a copy of the bond filed with the Treasurer.¹⁰ A constant check is maintained on the bond file to insure that all bonds are sufficient and in force.

Since this union is composed of both United States and Canadian locals, separate accounts for Canadian funds are maintained in Canada. Because of this, there is the usual profit or loss based on the rate of exchange.

The Federation maintains a General Fund from which most operating and administrative expenses are paid, and into which goes most of the income. The Theatre Defense Fund is the "war-chest" of the Federation. This was originally set up to insure that the union would be able to combat the unemployment and poor working conditions caused by the advent of sound motion pictures. The Theatre Defense Fund was originally supported by a 2% tax levied on the basic wage scale of every theatre engagement. The number of men employed in theatres has dropped so considerably that the tax has now been eliminated. The Fund is now supported solely by the 1% tax on motion picture studio engagements and by interest on securities. All strike benefits paid by the Federation in disputes arising from theatre engagements are charged to this Fund.

All investments of funds are under the control of the International Executive Board. Under current laws of the organization the only securities which may be purchased are United States and Canadian Government Bonds.

In 1936 the Convention established the Joseph N. Weber Trust Fund. This consists of \$150,000.00 United States Treasury 3% Bonds and \$100,000.00 United States Treasury 2½% Bonds. The assets are held by the National Shawmut Bank of Boston, as Trustee. The interest from these Bonds (less Trustee charge) is given to Mrs. Gisela Weber (as the wife of Joseph N. Weber; prior to his death it went to

¹⁰ Article 11, Section 1, By-Laws, 1952.

Chapter 12

FINANCES OF THE FEDERATION

As of March 31, 1953, the end of the 1952-53 fiscal year, the Federation was worth \$5,627,137.00.

The A. F. of M. is required by its laws to operate on a cash basis. The Treasurer must submit an annual statement of the financial position of the organization to each Convention. This statement must show receipts and disbursement (not income and expense) for the year. In addition, at the close of each quarter, a list of all disbursements in detail is forwarded to each local.

The Treasurer can disburse monies only when authorized to do so by a warrant signed by both the President and Secretary. (Note: the President and Secretary may designate an assistant to sign warrants in their name, but each is held solely responsible for every warrant whether signed by him or by the assistant.)

Checks not in excess of \$1,000.00 are signed by a "checkwriter." Checks in excess of \$1,000.00 must be signed by the Treasurer or Assistant Treasurer personally.

The principal sources of income for the Federation are: the 10% surcharge levied and collected on traveling engagements; the Per Capita Tax of 50 Cents per member paid by each local on January

him), and is guaranteed her for life. The trust is irrevocable. The cost of the securities in the Trust Fund was \$241,996.88, one-half of which is carried on the books of the General Fund and one-half on the books of the Theatre Defense Fund. This Trust Fund is undoubtedly favoritism, generally regarded as unsound practice. However, the action was taken by the Convention. All steps were strictly in accordance with union law.

The laws of the Federation require that the Treasurer deposit the monies of the General Fund in at least two banks. At the present writing, accounts which include monies of all Funds are maintained in the following banks:

Federal Trust Co., Newark, N. J.
Royal Bank of Canada, Montreal, P. Q.
Union National Bank, Newark, N. J.
Chemical Bank & Trust Co., New York, N. Y.
Federation Bank & Trust Co., New York, N. Y.
Fidelity Union Trust Co., Newark, N. J.
Pennsylvania Exchange Bank, New York, N. Y.

Securities are kept in a safe deposit box, and access can be had only by the Treasurer in company with the President or his duly appointed representative.

Article 1, Section 1-P, of the By-laws, directs the President to engage the services of an auditor, who must be a Certified Public Accountant, to examine and audit the accounts of the Federation at least once each quarter. The report of the auditor must be referred to the Committee on Finance of the Federation's Convention. For some years now the well-known and highly respected firm of Lybrand, Ross Brothers and Montgomery have been retained in accordance with this Section. It is interesting to note that the Treasurer is not concerned with the engaging of the auditors and further that the auditors report directly to the Convention.

The annual report of the auditors is published by the Secretary in the "Reports of Officers" which is distributed to every Convention Delegate. The annual report is also published in the "Proceedings" of each Convention.

In addition to the reports required by the By-laws, the Treasurer also sends monthly to each member of the International Executive Board a detailed analysis of the activities of his office.

Article 1, Section 4-G of the By-laws, requires that the Federation purchase in the name of the Treasurer indemnity and forgery bonds each in the amount of \$200,000.00. Article 1, Section 4-M, requires that the Federation purchase in the name of the Assistant Treasurer an indemnity bond in the amount of \$100,000.00.

The revenues of the Federation, which were described above, are raised by means legislated by the Convention. There is no way that any officer or group of officers can place or enforce the collection of any assessment upon the locals or the members. Even the controversial Article 1, Section 1, of the By-laws, which gives to the President broad emergency powers specifically and definitely excludes any matter dealing with the finances of the organization from being subject to these powers. Any taxes or levies placed upon the membership can be ordered only by their duly elected representatives, in Convention assembled.

Chapter 13

THE LOCAL LEVEL

We have examined the operations of the Federation's "federal" government. Let us turn now to the local level. It is here that the musician has his greatest contact with his union. There are 700 local unions. No matter where you travel in the United States (including Alaska, Hawaii and Puerto Rico) and Canada, you are in the jurisdiction of some local.

By tradition and consent that which is not specifically placed by the American Federation of Musicians' Constitution and By-laws under the direct control of the Federation lies within the province of the locals. This concept is fundamental in the Federation, and is referred to as "local autonomy". Each local is required to operate under the laws of the Federation, and each must place in its own laws a proviso that the By-laws of the Federation are part of the laws of the local. No local law can supersede a Federation law. Accordingly, the administration of local affairs is left strictly in the hands of the locals. The Federation can intervene only if complaints are received that the operations are not in accordance with Federation laws.

The American Federation of Musicians is an "open" union. All musicians are eligible for membership provided they can prove they are competent and qualified. There was a time that each applicant would have to appear before an "Examining Committee" and demonstrate his ability as a musician was sufficient to warrant membership before his application would be accepted. In recent years this practice has all but been abandoned. There are still some locals that maintain "Examining Committees." In the main, the fact that a musician is of the opinion that he plays well enough to do so professionally is sufficient grounds for granting membership.

No local can enact an Initiation Fee higher than fifty dollars.¹⁷ Most of the larger locals collect this maximum. In the smaller locals the Fee is reduced. Several locals have an Initiation Fee of only five dollars. Dues and assessments are strictly affairs of the locals. Nowhere in the laws of the Federation are any references concerning the amount of dues which a local may or must charge. No record of the amounts charged are maintained by the Federation. A survey made in connection with this work revealed that the highest amount charged was seven dollars per quarter year. This was in effect in only one local. The amounts varied from this figure all the way down to a figure of three dollars per year collected by some smaller locals. It is possible that a few locals may collect even a lesser amount.

Musicians who have performed anti-union services¹⁸ can be subjected to higher Initiation Fees. If the services were performed against the entire Federation, i. e., crossing a picket line ordered by the Federation, playing in an establishment on the National Defaulters' List or the National Unfair List, then the additional fee charged must be paid into the treasury of the Federation. If the services performed were detrimental only to the local, then the local has the right to maintain the higher fee exacted.

Members may belong to as many locals as they choose, provided no local grants membership for the purpose of circumventing the laws of the Federation.¹⁹ This right is protected by a specific section of the By-laws.

The Federation endorses the "closed shop" and professes to operate under such a policy. Actually it operates under a policy which is more closely identified with the "union shop". Federation members are not permitted to give service with non-members without the consent of the local concerned. Under this ruling engagements will not be played in conjunction with a non-union orchestra. Many locals "organize" their jurisdiction by signing "house" contracts with the various owners and operators of establishments wherein music is used. In these contracts the owners agree that only union musicians will be allowed to play in their establishments. Where contracts are not negotiated the local may simply inform the operators that if they use non-union orchestras, they will be denied the services of union musicians. This is enforced by placing the establishment on the Local Unfair List and then petitioning the Federation to place the establishment on the National Unfair List. On the surface this may appear to be a policy of "closed shop". Closer investigation shows that in practically all instances the chief organizational efforts of locals are directed toward the musicians, not the employers. Wherever non-union competition is encountered, the first steps taken by locals are attempts to have the musicians join the union. Even when the musicians are employed by a night club or cafe, the local first does everything in its power to enroll the men. If these efforts fail, it will then act to attempt to force the employer to replace the non-union men with those of the union. Thus it would seem that the various locals are satisfied if they can maintain a "union shop". Only when the "union shop" is unobtainable do they resort to demanding a "closed shop".

Is such a policy justified? It is the Federation's contention that the salaries and working conditions which have been obtained for musicians are the result of the actions and hard work of the union. They were made possible only by the support and cooperation of the union members. If a musician is to enjoy the benefits which have been won over the years by the efforts of the union, then he should contribute to the further support of the union. The contributions should not only take the form of money such as dues and taxes, but should also be in the form of cooperation in the maintenance of union wage scales and working conditions. While every man has the so-called "right to work", there is also a prior right which has been established

¹⁷ Article 3, Section 2, By-Laws, 1952.

¹⁸ This is not to be confused with non-union services.

¹⁹ As an example: Membership cannot be granted when it would result in evading the payment of 10% surcharge.

by the union man through his efforts to better the conditions under which musicians work. It would be gross injustice to men who have fought bitter battles and expended their money to obtain benefits for themselves to expect that the fruits of their efforts and sacrifices be shared with those who refuse to lend their assistance to insure the continuance of the benefits.

When the musician is accepted into membership, he obligates himself to abide by all of the laws, rules and regulations of the Federation and in return is granted "citizenship" in the union "democracy". He is given the right to participate in the running of his local by means of voice and vote.

In every local the membership meeting is the legislative body. In some of the larger locals the right to legislate is vested in the local's Executive Board, in the event it is impossible to hold a meeting due to lack of a quorum. The need for such a provision is obvious. The business of the local must be transacted. It would be utterly impossible to carry out the functions, duties and responsibilities of a local, if actions were continually deferred awaiting a meeting. A survey of a representative sample of the locals comprising the Federation revealed that the locals do not maintain excessively high quorums. They are not directly proportional to the size of the membership. They appear to be set on the basis of a compromise between a figure small enough to insure that meetings will be held and large enough to prevent government by a very small minority.

The number of meetings required per year varies as each local sets this number itself. Speaking in general the larger locals meet monthly; the smaller locals meet quarterly. There are exceptions to this, of course. Almost universally the locals experience difficulty in obtaining quorums in order that meetings may be conducted. This is especially true with respect to the larger locals. It is practically impossible for them to raise the required number of members unless there is pending an issue of extremely vital importance, or one that is highly controversial. Most locals hold an "Annual Meeting" at which changes in the Constitution, By-laws, Price List, etc., may be enacted. These meetings are usually well attended, but even here there are numerous instances where a quorum could not be obtained.

Many locals make a practice of holding a banquet in connection with the "Annual Meeting". All members in good standing are allowed to attend the banquet without cost. After the banquet the meeting is held. There are numerous locals which serve refreshments, such as beer and sandwiches, at every meeting as an inducement to the members to attend.

There are a few locals which have reached the conclusion that it is futile to try further to obtain quorums. They have therefore instituted the procedure of referring changes in laws to membership by means of referenda. These referenda are usually held in connection with the annual or biennial elections of officers. A substantial number of members generally appear to cast their ballots in the elections for officers. The participation is good, but easily could be better. It is estimated that on the basis of information received from various locals, participation in an election by over 50% of the membership is extremely rare.

It is difficult to place one's finger on the reason for this apathy on the part of members when it comes to their interest in the running of their locals. Questioning the members results only in receiving a multitude of answers, each one different from the other. There does appear to be a slight pattern running through the replies. Underlying all of the reasons given, is the thought: "So long as the local is functioning without serious fault or interruption, let the Executive Board handle things". Accordingly, it is not unreasonable to conclude that the membership is satisfied to leave the operation of the union in the hands of the elected officials so long as the officers are performing in an efficient manner.

Despite the fact that most of the members questioned were content to allow the operation of the locals to be controlled by the officers, very few were willing to eliminate the constitutional provisions regarding the holding of membership meetings. Apparently, they regarded these provisions as a safeguard to be used when necessary to prevent "runaway" administration on the part of the officers.

The officers of all locals are elected by the membership under rules set up by the members. The supervision of the election varies with the locals. There are a few who utilize the services of outside agencies, such as the "Honest Ballot Association". The majority of elections are supervised by committees. In roughly half of the locals the committee is elected by the membership at a meeting prior to the election. In the other half the committee is appointed by the President

of the local. Almost without exception the time and place of the election is contained in the Constitution and By-laws of the local. Due notice of the election is sent to each member.

In the event the published results of an election are contested, the contestant may appeal to the Federation for an investigation of the election. Such appeals are very rare. Those received are usually based on a technicality rather than the premise of dishonesty in the conduct of the election.

The executive powers of a local are vested in the local officers, which usually consist of a President, Vice-President, Secretary-Treasurer, Business Agents, and Executive Board Members. In some locals the offices of Secretary and Treasurer are separated. In many of the smaller locals the office of Business Agent is combined with that of Secretary or Secretary-Treasurer. In some instances the President is also Business Agent. Certain locals also have established the office of Financial Secretary.

In every local all officers are elected by the membership except the Business Agent. Here practice varies. There are some locals in which the Business Agent or Agents are elected by the membership. Other locals have their Agents elected by the Executive Board. Still others give the power of appointment of Business Agents to their local Presidents. These Business Agents are known by various titles throughout the locals of the Federation. They are referred to as Business Representatives, Delegates, Investigators, and Fieldmen. Though their titles may be different, their duties are essentially the same. The Business Agents are the representatives of the local in the field. They are the contacts between the local and the employers, and between the working members and the local officials. They investigate and police engagements to enforce the laws of the union. They handle petty grievances which may arise. They work to establish and maintain good will among the union, its members, and the employers.

In those locals where the Business Agents are appointed, the local is of the opinion that the Business Agents are the representatives of the local officers and their contact in the field. For this reason they must be under the control and supervision of the officers. This would not be possible if the Business Agents were elected by the membership. Under such circumstances they would be responsible only to the membership. It would be possible for them to carry out the instructions of the administration in a slipshod and inefficient manner, or even refuse to enforce the policies of the administration. They could not be removed from office for such action or lack of action without considerable confusion and difficulty.

On the other hand, locals are of the opinion that the Business Agents represent the members in their relations with employers. They are of considerable influence and are vested with considerable powers, rights and privileges. For these reasons they should be responsible to the membership and elected by them. Somehow, this seems to be somewhat similar to insisting that the City Police Department be elected by the residents of the community.

In a large majority of the locals the Secretary or Secretary-Treasurer is the chief executive officer. This holds true most especially in the smaller locals. He acts practically in the capacity of Executive Secretary. Between meetings of the Executive Board or of the membership the operation of the local is in his hands. In such instances the President's duties consist chiefly of presiding over meetings. In the remaining locals the executive duties are divided between the President and the Secretary. There are a few locals where the President is charged with the responsibility of operating the local while the Secretary acts only in the capacity of a record keeper.

In all locals the Secretary must perform the usual duties associated with such an office. In many locals he is the only officer of the local required to perform his duties on a full time basis. The position of Secretary is also automatically strengthened as to prestige and power by the fact that he receives all of the communications and directives sent to his local. His duties also bring him into contact with most of the membership at one time or another due to his responsibilities in connection with the records of the local. It is therefore natural that the members will consult him whenever a problem arises. To many members the Secretary is the union.

Wherever a local has instituted the office of Financial Secretary, his duties consist chiefly of acting in a capacity similar to that of a receiving teller. He accepts payment of dues, fees, assessments, fines, taxes, etc. After making the appropriate record entries, the monies are turned over to the Treasurer for deposit.

The Executive Boards of nearly every local consist of the top officers plus certain other members elected by the membership. The

actual titles of these bodies vary with the locals. Some are called Executive Committees. Others are referred to as Board of Directors, Board of Governors and other similar titles. Their functions are very much the same in all locals. The Board administers the affairs of the local. In the larger locals the Boards meet weekly, and even semi-weekly. As the size of the local decreases, so do the number of meetings required for the Executive Board. In some smaller locals the Board meets only when the occasion demands. Other Boards meet quarterly or monthly. As close as can be determined, every local has some provision in its laws whereby a special meeting of the Board can be demanded by a member if he has good and sufficient reason.

In the majority of the smaller locals, there appears to be evidence that it is traditional that the local President serve only one term. There are exceptions to this of course. The turnover in local Secretaries is relatively small. This can easily be accounted for. In most small locals the salary paid to officers is very small. In numerous locals the officers are not compensated for their services except that they may be exempted from the payment of dues while in office. This makes it rather difficult to induce a member to seek office. In such cases the Secretary must perform his duties in his spare time. Unless he has been retired from some other trade or profession, he is occupied earning his living full time in some other field. As a general rule, most members who serve as Secretaries of small locals do so because they have a genuine love for the labor movement; they are devoted to the musicians' cause, and they have a keen and sincere desire to serve their fellow musicians.

In a great many locations the Musicians' Union was the first union to be organized. This is most especially true in the South and Mid-West. In one prairie state town the formation of the Musicians' Union was met with stiff and bitter opposition. The townspeople wanted no union among them. They descended in a mob upon the Secretary who had organized the local, and they were prepared to ride him and his family out of town on a rail. This man met the mob at his front gate and defended his home and family with a shotgun. In one way and another he convinced the "delegation" that there was nothing wrong with his forming a union, and he intended to stay to continue his activities. This all occurred some twenty to thirty years ago. Today, this man is still Secretary of his local. He is a highly respected citizen of his community. The local he founded has prospered, and it too enjoys a respected position in the life of the town and its surrounding area.

In the larger locals, in each election you most always find opposition to the current officers. There are numerous times when the opposition wins and the incumbent officers are forced out. Even in the large locals, the salaries paid to the officers are not too large. This fact is a great deterrent to the desire to seek office. Also to be considered is the apparent feeling on the part of the membership to "go along" with the officers so long as they do a commendable job. This is the same feeling that underlies the members' apathy toward attending meetings.

The Federation maintains records only on local Presidents and Secretaries. From this source it was determined that each year in these approximately 1400 officers roughly 200 changes occur. One-seventh of the two major officers of a local is replaced during each year.

There are no unusual bars to holding office in any local. The majority require only that the candidate be a member in good standing. Certain locals also stipulate that the candidate must have been a member for a given number of years before he is eligible to run for one of the major offices of a local. The average local in this category requires only one year's membership. There are some who have set a greater period. As far as can be determined, none maintain a period greater than three years. In addition to this length of membership requirement, other requirements in effect are: a candidate for a major office must have served a previous term as a member of the local Executive Board, a candidate must have attended at least a majority of the membership meetings during the year immediately prior to the nominations. This last requirement is to be found only in the smaller locals.

There are two general methods of nomination for office employed by the locals. The first is found as a rule in the small locals. It consists of nominations from the floor at a designated Nomination Meeting. The second is chiefly used by the large locals. It consists of nomination by petition. The prospective candidate for office must file with the local Secretary a petition to place his name on the ballot. The petition must bear the signatures of a required number of members of the local.

* 700 locals, 2 officers per local.

This number is in all cases reasonable. The average requirement is twenty-five signatures. The locals are most careful to insure that adequate notice is sent to all members giving full particulars and details concerning nominations and elections. They are well aware that the International Executive Board will not hesitate to rule invalid an election which was not held in strict conformity with the local and Federation laws. The Board has ruled many times that an election held without due notice to the membership is to be voided.

The local officers are in all cases musicians. There is no evidence to be found of any local being "taken over" by outside forces. Very few officers have been members less than five years. The majority have been members for over twenty years.

Many of the locals publish a bulletin or journal for the information of their members. When such journals are published, they almost always contain the minutes of the membership and Executive Board meetings as well as the financial statement of the local. Such publications are relatively costly, and also require a great deal of time and effort to prepare. For these reasons the smaller locals, as a general rule, do not publish a journal. Even in the large locals the journal has little material in it other than that mentioned above. Only in the locals in New York and Los Angeles does there appear in the journal a considerable amount of articles besides the minutes. Self-praise by the local officers is conspicuous by its absence.

Locals are required to hold trials of members in strict compliance with the terms of Article 7 of the Federation By-laws. In all but a very few instances the local trial agency is the Executive Board. Here again we come to the lack of separation between the Executive and the Judicial. Only in the largest locals are separate Trial Boards elected by the members. There are several locals that elect a Trial Board to hear charges preferred against a member in the event charges are preferred. These Trial Boards hold office only during the course of the trial. They are discharged when a verdict has been reached and sentence, if required, has been imposed. In one local of which I have knowledge members accused of violations are tried before a jury which is chosen by lot from the membership rolls.

In several of the locals which maintain separate Trial Boards the action of the Board in passing sentence upon a member found guilty is not final until it has been approved by the local Executive Board. The Executive Board reviews the testimony and the sentence and has the power to remit or reduce the penalty imposed. In other locals such rights are vested in the general membership meeting.

The majority of cases heard before local trial bodies consist of alleged violations of laws requiring the reporting of engagements to the union by the leader prior to performing the engagement, alleged violations of minimum price laws, and failure to pay local taxes when due. Cases involving "conduct detrimental to the union" or other "catch-all" rules are most rare. This is proved by the fact that there was only one appeal to the International Executive Board on such a case in the past five years. It is logical to assume that any member found guilty on such a controversial charge by a local would without doubt appeal his conviction.

In all locals the accused is afforded ample consideration as to his rights. He is informed of the charges preferred against him as well as the identity of his accuser. It is not unusual for the accused to be summoned before some local body for examination before formal charges are preferred in order to determine whether or not the accusations directed at the member have merit. If there appears to be sufficient evidence of a violation to warrant further consideration, the charges are preferred and the matter is referred to the local's trial body.

The locals are extremely cautious in their approach toward trials, since they are fully aware of the member's right of appeal to the International Executive Board. They realize fully that the Federation will not uphold a conviction upon appeal if no evidence is present to support the conviction. The locals also know that the Federation insists upon complete compliance with Article 7 of the By-laws. Any trial which is not held according to these provisions will be set aside. Since most locals operate under a system whereby the trial body is elected by the membership, a further check and balance is placed upon their activities by the fact that the members of the body must face the membership at the next election. Any trial body that attempted to conduct its business in an extra-legal manner would not remain in office for any length of time. The membership of various locals are well versed concerning their rights and privileges. They know that on election day they are supreme, and they do not hesitate to exercise their

franchise to insure that they receive fair and proper treatment in all respects from all elected officials.

The majority of locals elect their officers for a one-year term. There seems to be a trend of late throughout the locals to increase the term. A sizable number of locals now elect their officers to serve for two years. A few locals have established terms greater than two years. Insofar as can be determined no term of office is longer than five years. A number of locals have adopted the practice of holding an annual election, but staggering the terms of the officers and members of the Executive Board so that a portion of the officials must run for office each year. The reasoning behind such a policy is apparently that the membership is of the opinion that a short term of office is not advisable, but the membership desires to be in a position each year to influence policy by their election of a certain portion of the governing body. Most local officers favor terms of office greater than one year. They feel that with such a short term they no sooner get elected than they have to start campaigning for re-election. Peculiarly, when these same local officers act as delegates to the Convention of the Federation they bitterly oppose two-year terms for the Federation officers.

At the 1949 Convention President Petrillo introduced a Recommendation which would call for biennial instead of annual conventions. The sentiment against such a change was so strong, and the objections voiced by the delegates were so numerous, that Mr. Petrillo withdrew the Recommendation before it came up for formal consideration. It must be stated that the delegates seemed to be against the measure more from a standpoint of a desire to meet in convention every year than from a standpoint of insisting upon a one-year term for the Federation officers. They felt that the annual Convention was advisable in order that the delegates could maintain their roles in shaping the policies and destinies of the Federation.

This brings us to an important aspect on the local scene—the selection of delegates to the Convention. As has been previously explained, the delegates must be elected by the membership. There is no other way that they may be selected. In practically every local the officers are candidates for delegate. Where only one delegate is allowed, the Secretary usually runs. These officers are not always successful in their bid for election to this post. Not all local officers choose to run for delegate, but the greatest majority of the delegates elected are officers of the locals. There is a feeling prevalent throughout the membership that they should be represented by their officers. It is thought that the experience which the officers gain by attending the Convention is beneficial to the membership. Here they can consult with the officers of the Federation. They can exchange views and ideas with other delegates. They are in a better position to represent the local, since they transact the business of the local during the year.

Most local officers are eager to attend the Convention. They have an opportunity of tangible contact with the Federation and feel that they are for the length of the sessions a very vital part of the Federation. In no few number of cases the per diem and hotel expenses paid to the delegates is the only sizable remuneration a local Secretary receives for his services to the union. Local officials are willing to work all year long for their local almost without compensation for the privilege of attending the Convention.

Many members seek the office of delegate because they desire to introduce certain legislation. They have some theory of law which they wish the Federation to adopt. In a good many instances they have managed to convince the local membership that their plans have merit, and they have been elected as delegates. While it is customary to elect local officers to be delegates, nothing can prevent any member from being elected if he can gather sufficient votes. As an inducement to accept office in the local, or as a result of the strong thought that the best representative of the local is a local officer, many locals have included in their laws provisions that a certain officer shall be a delegate to the Convention by virtue of his holding the particular office. This is accepted by the Federation, provided that the office is an elective one. No one can become a delegate by virtue of holding an appointive office.

A few paragraphs above it was stated that in a good many locals the monies received by a delegate were the only substantial payments he received for serving his local. This is an unhappy truth. Strangely enough, unions are notoriously poor employers. They demand of their officers long hours of service at any time of the day or night and in return are willing to pay only a very small salary. As an example, there are the local officers who receive as compensation "free dues while in office". Others receive an annual salary measured in the hundreds

of dollars. Within the twenty largest locals in the Federation are some which pay their officers less than \$3,000.00 per year. In this group you can find officers holding positions requiring full time service who receive less than \$40.00 per week. These men must supplement their income by working at music jobs at night and on week ends. In one large Eastern local the membership raised their minimum wage scales three times in the past seven years. During the same period they twice voted to REDUCE the officers' salaries. This particular membership flatly refused to vote an increase in dues to compensate for rising operating costs. They absolutely will not agree to the imposing of a 1% Local Engagement Tax to support the local. They have only one answer to the desperate need to balance their income and expense. That is: "Reduce the officers' salaries!"

The reasons for this conflicting stand are many, varied and complex. First of all, payments of dues, assessments and taxes are made directly by the members to the union. There is no "painless" payroll deduction by the employer as found in other trades and industries. The member is definitely aware of each payment he makes. Too often the members and the officers themselves are victims of their own entangling propaganda. A candidate for office will run on an economy platform. He will charge the incumbent officers with mismanagement and extravagance. He will promise decreased expenditures and therefore decreased dues, or the removal of engagement taxes. When elected, he promptly discovers that fulfilling his campaign promises is difficult. The previous administration did not mismanage. The expenses were legitimate. Extravagance was not present. He cannot reduce expenses. In fact, the rising cost of operation may increase expenses. The new administration is faced with the sad prospect of advising the members that a rise in dues is necessary. Here they run headlong into trouble. The membership, led by the old administration leaders, insists upon the economy promised in the campaign. To obtain this they demand that the officers begin the economy by cutting salaries. The officers have been snared in a trap of their own making. Too often, also, the membership feels that the prestige of being a local officer is equivalent to salary. They forget that "prestige buys no bread." Many members learn this only when they manage to be elected to office. Then it is too late. The membership has been thoroughly convinced that their stand is correct. It must be correct because there are others eager and willing to run for office. It is a most difficult task to educate the membership that it is to their benefit to pay decent salaries to their officers. If the position pays well, it will attract a higher caliber of man to seek office. It also will insure that the membership receives better service from their officials.

One of the evils usually associated with the entrusting of authority to low-paid officials is the ever present danger of corruption and misuse of office. The locals of the American Federation of Musicians have not been immune to this. There are several cases on record where local Secretaries have diverted union funds to their own purposes. The Federation is powerless to act to prevent such occurrences, since it cannot interfere with the internal working of a local. It can only step in after the violations have been brought to light. Even then it prefers to let the local resolve its own problems according to the avenues open to it in the laws. The Federation does insist that all officers handling funds be bonded as a protection to the Federation and the local. It also strongly recommends audits by an outside auditor, but it no right to insist upon this.

Along with the diverting of funds, several locals have had instances of officers accepting bribes and "kick-backs" from members and employers in return for favors and concessions. Within the past three years the major officers of one local were removed from office by the International Executive Board after being found guilty of gross misfeasance and malfeasance of office. Their misconduct in office was suspected for many years, but it was impossible to get members of the local to testify against them. Finally, their actions became so out of line that it became obvious to a Traveling Representative on a routine visit that flagrant violations were occurring. During further investigation ordered by President Petrillo, testimony against the officers in question was obtained which led to their conviction.

From an over-all standpoint the local officers are hard working, honest union leaders who are striving for the betterment of their members. They are faithful and sincere in the performance of the duties entrusted to them. At times they are handicapped by being able to operate only on a part time basis, but they do the best possible job under difficult circumstances. They are definitely subject to the mandates of their membership. They hold office only at the pleasure of the members.

Chapter 14

COLORED MEMBERS

The American Federation of Musicians has within itself a definite and difficult civil rights problem. It is the problem of the colored member. There are some locals that will not accept colored members. When this issue first arose, an attempt was made to resolve the problem by establishing subsidiary colored locals. The subsidiary local was subordinate to, and under the control of, the white local. This was followed until 1941. One of the first steps taken by President Petrillo after he succeeded Joseph N. Weber to the Presidency was to abolish the subsidiary locals. These colored units were chartered as full-fledged autonomous locals.

At the present time there are fifty such colored locals in the Federation. The majority are below the Mason-Dixon Line, but there are some above in the so-called North. There are colored locals in Boston; Bridgeport and New Haven, Connecticut; Atlantic City; Chicago; San Francisco; and Seattle; just to name a few. In some of these cities the colored members prefer to maintain their own local. They feel that in this manner they are guaranteed representation, since they thereby have their own elected officers. Even more important, they are entitled to delegates to the Convention. In others of these cities they would be only too happy to amalgamate with the white local, if such could be arranged.

While such a situation does exist on one hand, on the other we have locals in the deep South, right in the heart of South Carolina, for instance, that accept colored members on an equal basis with white members. There are several open locals that have elected colored officers. On April 1, 1953, the colored local in Los Angeles amalgamated with the white local. The merger took place after considerable negotiation. At one point, when the matter seemed to be doomed because of legal and technical obstacles, President Petrillo delegated a committee of the International Executive Board to proceed to Los Angeles to assist. Under the supervision of this committee, and with the cooperation of both locals, the obstacles were cleared. The merger was consummated. With this as a guide, the two locals in other West Coast cities are now investigating the possibilities of amalgamation.

Wherever colored locals exist, the Federation has ruled that all colored members come under the jurisdiction of the colored local. This holds true no matter what type of engagement the colored member is playing. If a colored member is playing in a "white" establishment, he is under the jurisdiction of the colored local. The colored local must in this case enforce the wage scales and working conditions of the white local. This is to prevent establishments hiring colored members to play for less than white members. Such would clearly be unfair competition.

The Federation has also ruled that if a colored musician will not be accepted as a member by the local in whose jurisdiction he resides, he has the right to join the nearest local that will accept him. Should he then obtain employment in the jurisdiction wherein he resides, he must be treated as though he were a member of that local even though he is not.

In 1946 the annual Convention was held in St. Petersburg, Florida. As entertainment for the delegates a picnic at a local establishment on the outskirts of the city was organized. Certain of the residents of this community learned that it was the intention of the Federation to ignore the state segregation laws in the transportation of delegates to the area and also at the picnic itself. No arrangements were made to insist upon the colored delegates being seated only in the back of the buses. Neither were any provisions made to separate the delegates by color at the picnic. These civic-minded citizens, anxious to uphold the laws of the State of Florida, complained most bitterly to the authorities. They insisted that strict compliance with the segregation laws be enforced. When President Petrillo was advised of this by the Police Department, he immediately called off the picnic. His action was ratified without objection by the Convention at its next session. The delegates had no desire to participate in any venture where any of their number would be discriminated against. The rentals on the buses and the grounds were paid. The food which had been ordered was turned over to a charitable institution.

The colored musician holds no secondary class membership insofar as the Federation is concerned. He may be denied admission in certain locals, which are in the minority, but he is granted the privilege of joining any other neighboring local that will accept him. Each

year finds another three or four of the "white only" locals voting to accept colored members. The time will soon be here when the colored locals will have disappeared. All locals will have no racial bars to membership.

Chapter 15

WOMEN MEMBERS

Just a few words are required to discuss women members. There are no locals that refuse to grant membership to women. Any refusal of membership based solely on the applicant's being a woman would not be upheld by the Federation. The Federation has a great many female members, many of whom serve their locals as officers and delegates to the Conventions. In a sizable number of the smaller locals the Secretary's wife is also a member, and she gives excellent service to the local acting in the capacity of Assistant Secretary. Several locals have elected women year after year to serve as Secretary-Treasurer-Business Agent. They have done highly commendable work, and they are respected throughout the Federation.

Chapter 16

COMMENTS, CRITICISMS, CONCLUSIONS

We have examined quite thoroughly the government of the American Federation of Musicians. How does it stand when subjected to test by the "Bill of Rights for Union Members"? Let us compare the Federation's operation with each Article of the "Bill" point by point.

"Membership . . . should not be denied by discrimination based upon race, creed, color, sex, national origin or political affiliation . . ."

Our start is not too auspicious. On the first point there is found a fault. No applicant is turned down because of race, creed, sex, national origin or political affiliation. However, a colored musician may in some instances be refused. It is true that he can gain full membership in some local, but he is not always free to join as he chooses.

It is a rather sad commentary on the Federation and on this country that a musician in Washington, D. C., our nation's capitol, is forced to accept membership in a separate local if he is not of the "accepted" color.

On the brighter side, there is abundant conclusive evidence that excellent and rapid progress is being made toward the final abolishment of "Jim Crow." Strong sentiment for this can be found. The Federation is of the opinion that it is impossible to legislate race prejudice out of existence. You cannot enforce laws governing emotions. The surest and the quickest way to solve the problem is education. Only when the proponents of color distinction have learned of the errors and those discriminated against have been properly equipped to take their rightful place in society can the differences be resolved. In the Federation the end is in sight. Through contact in union affairs and as delegates to the Convention the colored members have steadily earned increasing respect for the members they represent. There is absolutely no doubt in my mind that I will live to see the last separate colored local disband by reason of its members being accepted in the "white" local.

"Membership . . . should not be denied by the imposition of restrictive or excessive initiation fees."

The maximum fee is set by the By-laws of the Federation at fifty dollars. This cannot be considered to be excessive. Many locals allow this amount to be paid on an installment basis.

"Membership . . . should not be denied by any limitations on membership other than incompetence . . . bad moral character or a record of anti-union activity."

The American Federation of Musicians is an open union. As long as the applicant can prove he is capable of earning money through the playing of music he is accepted. Bad moral character can possibly be cause for rejection. A record of anti-union activity usually means a higher initiation fee will be charged the applicant. No permanent bar to membership is set up.

“ . . . provisions for regular meetings or conventions held at reasonable intervals . . . ”

Each local in the Federation has provisions for regular membership meetings. There is difficulty in obtaining quorums for the transaction of business, but the provisions are there, nevertheless. The Convention convenes annually, and this will hold true for many years to come. It would be easier to obtain free elections in a dictatorship than it would be to abolish the annual meeting of the representatives of the various locals.

“ . . . fair elections . . . ”

The American Federation of Musicians demands fair elections. It sets an example by conducting a free, fair and efficiently run election at its annual Convention. No crooked or rigged elections will be tolerated on either the Federation or local level.

“ . . . free discussion within the union of all union matters . . . ”

Free speech is a fundamental precept of the Federation. No member need fear being taken to task for criticizing his union. Most locals contain factions opposed to the current administration. They are free in condemning the actions of the officials in power. Lively elections are experienced with all the attendant campaign literature and promises.

“ . . . control of dues, assessments and financial matters by the membership, together with clear and authentic periodic reports to members on union finances . . . ”

The accounts of the Federation are audited quarterly by a highly respected auditing firm. The audit is published to the Convention and is available to any member. The Treasurer is required to report annually to the Convention. His report is available to all members.

Most of the locals require periodic audits of their accounts and financial reports to the membership. The Federation is not in a position to demand such a policy be adopted in every local. This is a matter of local autonomy. The Federation does require that each local official handling funds be bonded for the protection of the membership. Most bonding companies require an annual audit as a condition to be met to obtain or renew the bond of any official entrusted with the care of funds.

No local or Federation officer has the power to levy taxes, dues or assessments. On the local level such power is vested only in the membership. On the Federation level the matter is solely in the province of the Convention.

“Protection within his union against arbitrary proceedings of a disciplinary character, to be guaranteed by constitutional provisions for fair hearings before persons other than those bringing charges, and with appeal to a separate and independent body.”

The right of a fair trial is adequately guaranteed by the By-laws of the Federation. The right of appeal is not completely guaranteed. Any case tried by a local body is appealable to the International Executive Board and thence to the Convention if the ultimate penalty included a fine of \$500.00 or more, or expulsion. The decision in a case originally referred to the International Executive Board is appealable to the Convention only in instances as described above. We then have certain trial decisions which are not subject to appeal.

To correct this, and also at the same time to hasten the judicial procedure, it is suggested that all cases of minor violations in which the Federation takes original jurisdiction be heard by the Secretary sitting alone. Minor violations would include failure to report an engagement, failure to identify as a member and other similar counts. Major violations would be heard by a three-man body consisting of the President, Secretary and Treasurer of the Federation. The decisions of the Secretary and the three-member court would be appealable to the full International Executive Board. These three men are chosen since these are full-time officers.

A separate and distinct judicial branch would be ideal, but the expense of maintaining such an arrangement would be prohibitive. Under the present method the members are receiving fair and equal justice. No great amount of improvement would result from the adoption of an unrelated third branch. These latter statements are of course purely subjective.

As the American Federation of Musicians is not a “hiring hall”

union (members are not hired through the union), the fourth article does not apply.

The American Federation of Musicians is a union run by its members. Its officers are all members elected in free and fair elections. The supreme body in the Federation is the Convention. It is all powerful. It can easily control the actions of any officer. It makes all of the laws that govern the operation of the union. Despite its power the Convention is still responsible to the membership. The delegates are elected by the members, and they must answer to the members for any actions passed by the Convention.

This union can be likened to a federal or state government authority, commission or board. In operation it is very similar to the National Labor Relations Board, the Federation Communications Commission or a State Alcoholic Beverage Control Board. All of these Governmental Agencies consist of interlocking and inter-related Executive, Legislative and Judicial Branches. They make their own regulations; they enforce these regulations; they try those who have committed acts contrary to these regulations. It has been argued by various sources that these Agencies should be revised as to formation. The reasoning behind the advocacy of the change is that the Agencies are undemocratic in character. It is contrary to the basic concepts of this government to authorize and support governmental agencies wherein the three branches are not separated. Those in favor of retaining the existing set-up contend that efficient administration of the law is possible only under the combined arrangement. They point out also that to separate the functions would result in additional personnel with attendant salaries and expense, thus making the cost of administration almost prohibitive. Furthermore, it is their thought that in the final analysis the judging as to whether or not the agency is democratic is based not on the organization of the agency but rather on where and how the agency derives its authority and the manner in which the authority is used. If those citizens who have dealings with the agency are treated fairly and due respect is given to their rights, then the agency and its procedures are democratic and the lack of separation is of small importance. In addition, the courts are always open to any who feel that their rights have been transgressed and redress from wrong is available.

There is a great deal of similarity between unions and governmental agencies of the type discussed above. These agencies were designed to administer efficiently and with a minimum of cost certain operations of the government and the citizens connected therewith. They were organized to accomplish a specific task in the best and simplest way possible. It must be recognized that tri-partite government is an expensive luxury. Deep in the roots of the forming of unions is to be found this principle of efficient administration with the least expense. A labor union is strictly obligated to practice reasonable economy in the expending of its funds. These funds represent the contributions of its members, and they are the property of the members. In justification to its members a union must demand and exact sound value from its expenditures. Hence, most labor unions (the American Federation of Musicians in particular) have been organized with a governmental structure designed for efficient operation and minimum cost of administration. Officials, and groups of officials, serve in dual capacities in order to reduce salary expense and to expedite internal operational procedures.

The arguments for the retention of governmental agencies (of the type mentioned above) in their present form appear to apply equally to labor unions. As long as the members of a labor union are receiving fair and just treatment in their dealings with their union, and as long as their rights are protected and respected, the fact that their governmental structure is not of the form usually desired or recommended as best should not be cause for serious and violent condemnation. If it is possible for individuals, organizations and the government itself to advocate, support and maintain agencies of the government which have enactment, enforcement and interpretation of laws combined into one department, certainly these same persons and groups are in no position to turn about and criticize labor unions for operating in the same manner.

In a few places the American Federation of Musicians stands in need of revision and improvement in order to conform to the “Bill of Rights.” It will, however, stand favorably when compared with governmental agencies operating and organized in a similar manner. Basically, fundamentally and essentially the American Federation of Musicians is a democratic union controlled by its members and working for their benefit. It is my firm belief that this union can well be cited as an example to be followed by other labor unions.

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- Leo Cluesmann, Secretary, A. F. of M.—Various, September, 1952, to May, 1953.
- Harry J. Swensen, Assistant Treasurer, A. F. of M.—Various, September, 1952, to May, 1953.
- Fred C. Hochstuhl, Assistant Secretary, A. F. of M.—Various, September, 1952, to May, 1953.
- Charles R. Iucci, Secretary, Local 802, A. F. of M., September 4, 1951.
- Richard Ashjian, Financial Secretary, Local 526, A. F. of M., September 5, 1951.
- Charles H. Kennedy, President, Local 6, A. F. of M., June 16, 1952.
- A. Jack Haywood, Secretary, Local 6, A. F. of M., June 16, 1952.
- A. V. Forbes, Secretary, Local 669, A. F. of M., June 17, 1952.
- Robert L. Goodwin, Traveling Representative, A. F. of M., June 10, 1952.

APPENDIX A

List of questions sent to various locals of the American Federation of Musicians in connection with the research necessary for this work.

1. How often does your local hold elections for officers?
2. Are the elections by secret ballot?
 - a. If not, how are the elections conducted?
3. Are local elections supervised by local officials, election committee or an outside source? If an outside source, give name.
4. Are all members in good standing entitled to vote?
5. Are the following officers elected by the membership?
 - President
 - Vice-President
 - Secretary
 - Treasurer
 - Executive Board Members
 - Business Agents
6. What are the terms of office for the following?
 - President
 - Vice-President
 - Secretary
 - Treasurer
 - Executive Board Members
 - Business Agents
7. Are there any qualifications placed upon candidacy for a major office in your local other than membership in good standing?
 - a. What are these qualifications and what office is affected?
8. What is the procedure for nomination to office?
9. Has any member who ran for office in the last 15 years, and was defeated, been erased, expelled or suspended from membership?
 - a. If so, please give details.
10. How are Delegates to the A. F. of M. Convention chosen?
11. Who determines how many Delegates to the A. F. of M. Convention to which you are entitled will be sent to the Convention?
12. What type of notice is required to be sent to members concerning elections?
13. Are violators of local and/or Federation law tried by your local Executive Board?
14. Does your local have a separate Trial Board?
 - a. If so, how do members of this Trial Board attain office?
15. How many meetings per year of the general membership are required by your local laws?
16. What type of notice is required to be sent to members concerning meetings?
17. How many general membership meetings were held during the year 1950?
18. If the number of general membership meetings held during 1950 is less than the required number, state the reason.
19. How many meetings per year of the local Executive Board are required by your local laws?
20. How many local Executive Board meetings were held during the year 1950?
21. If the number of Executive Board meetings held during 1950 is less than the number required, state the reason.
22. What is your local membership?
23. How many members are required to constitute a quorum for a general membership meeting?
24. How many members are on your local Executive Board?
25. How many members are required to constitute a quorum for a local Executive Board meeting?
26. How long have the following officers in your local held membership in the A. F. of M.? (Approximately.)
 - President
 - Vice-President
 - Secretary
 - Treasurer
 - Executive Board Members
 - Business Agents
27. Does your local publish an official journal, newspaper or magazine?
28. Is this publication mailed to every member?
29. Does this publication contain the financial statement of your local?
30. Are the minutes of the Executive Board meetings published in this medium?
31. Are the minutes of the membership meetings published in this medium?
32. Is any member in good standing allowed access to the minutes of your local?
33. Can any member obtain upon request a copy of your local's Constitution and By-laws?
34. Are the books and financial records of your local subject to audit?
35. Who performs this audit?
36. How often is the audit made?

Musically Speaking

By Dr. Leslie Bell

Most articles and pamphlets published by the American Federation of Musicians are written especially for its members and are read only by them. Up until recently the A. F. of M. has been too lax for its own good in letting the general public know just what its problems are.

I have, however, a new A. F. of M. pamphlet before me, which is, as it says, "an appeal to public understanding and action" and is addressed not only to musicians but to every citizen who values music and whose life would be incomplete without it. The pamphlet bears the ominous title of "Diminuendo" and on its cover is a picture of a violin covered with cobwebs.

"Diminuendo" is concerned not only with the present plight of musicians but with the future plight of audiences. "I fear," says J. C. Petrillo in the preface, "that the end of music as a cultural art is plainly within sight." The reference is, of course, to the growth of mechanical music and the resulting decline of live performance.

Quarter Century Lapse

It all began in 1929 when the invention of sound movies put 22,000 musicians out of work. Since then, conditions have become progressively worse. Today there are approximately 248,000 professional musicians in Canada and the U. S. A. Only 72,000 of these, however, can be said to make their living entirely from music. The rest must subsidize their earnings with other forms of employment. The thirty-two major symphony orchestras in the two countries employ fewer than 2,270 players. These represent the cream of the crop—the top artists who have devoted their lives to intensive study. Their average weekly salary is \$81.00, but since their average employment is only 22½ weeks a year, they realize a total of little more than \$1,700 per annum.

In the field of lighter music the picture is no brighter. The big name dance band, for instance, is rapidly disappearing from the scene. As Artie Shaw told me last winter, the competition of the juke box makes it economically impossible for the big band to carry on.

There are in the U. S. A. today 2,636 broadcasting stations but not more than 2,200 musicians find year-round employment in them. This represents an average of less than one musician per station. It will be recognized, of course, that conditions are not as bad in Canada, where the government-owned CBC is committed to present a certain number of live broadcasts.

Killing the Goose

Is the fact that the musician is in a bad way any concern of the general public? Some do not think so. I have heard it said that the average person is really not very much interested in live performance and would just as soon get his music from records, especially since high fidelity equipment has now made them so life-like. I am not convinced this is true, but in any case, Mr. Record Lover had better ask himself a question. How long will we be able to enjoy records if there are no musicians left to make them? If there is to be no work for live musicians, says "Diminuendo," then very soon there just won't be any live musicians. Already the handwriting is on the wall. Symphony orchestras today are at their wits' end to find good string players. Apparently not many young people are interested in dedicating their lives to the violin in return for the privilege of starving. "Our heritage of music," says "Diminuendo," "eventually will consist only of historical libraries of recordings. There will be no new music, no youthful talent coming along to man our symphonies or make new records. There will be only memories of a better day."

What is the solution? Somehow, says "Diminuendo," money must be found to keep live music alive. In former times considerable help came from wealthy men who patronized the arts, but income taxes and succession duties have reduced the number of millionaires and made them handle their purse-strings with caution. A good deal is being done today by enthusiastic community groups across the country and by far-sighted local governments who have raised money or set aside funds for public concerts. The A. F. of M. from its own trust fund has subsidized several thousand public performances. But this, says "Diminuendo," is not enough. The only final solution is permanent subsidy from the central government. This has become an accepted practice in most parts of the western world. The governments of Britain, continental Europe, Australia and South America all contribute towards the cost of public concerts.

As a matter of fact, the U. S. government contributes money, too, but it is for the music of Europe and not for the music of its own country. This is what strikes Mr. Petrillo as so illogical and so short-sighted. "The public," he says, "has a real stake in the future of music. Our government confesses such a responsibility when it contributes foreign aid tax dollars to the rehabilitation of war-scarred opera houses and symphonic organizations in free Europe. Paradoxically, here at home where, we are told, the hope of the free world centers, apathy and lack of understanding are permitting a cornerstone of our great civilization to crumble."

Whether the government changes its policy or not is, in the final analysis, dependent entirely upon the public. "There is no reason to believe," says Petrillo, "that this or any administration will provide adequate support for music unless and until the public awakens to the need and demands the remedy."

the "MESSIAH"



Handel's "Messiah," the most performed oratorio in the United States, has had a long and eventful history. Its continued freshness after 200 years is proof of its enduring worth.

CHRISTMAS, if we look under the superficialities of shopping sprees, tinsel display, street-corner Santas and badgered postmen, still exists as the celebration of the birth of a Child, and as such has all the wonder and innocence connected with such an event. So it is that on Christmas, even the most restless rug-cutters and the most jaded record-collectors are willing to be exposed to the living performance of a work over two hundred years old but one still expressive of the wonder and beauty that called it forth. Handel's *Messiah* draws, as no other one composition has ever drawn, the musical novice, the musical greybeard, even the musical illiterate, to realize the possibilities of music and the meaning of the Christmas season.

All over the United States it spreads its message, a sort of beneficent grape-vine relaying inner secrets of peace and hope. The clerks of a department store in Chicago rehearse it for months before the Yuletide presentation; Carnegie Hall stands host to it annually via the Oratorio Society; in Boston it stands as a symbol and a sacred rite.

Universal Appeal

Practically every Protestant church choir attempts some portion of the work: the white-spired churches of the East; the solid stone structures of the Middle-West; the log churches of the backwoods. Societies are formed with their aim the preparation of the work for annual consumption. College glee clubs climax their pre-holiday get-togethers with a booming rendition of the *Hallelujah Chorus*. Hundreds of career-minded soloists try their voices in "He Shall Feed His Flock" and "He Was Despised." Its composer, George Frideric Handel, has become known to many solely for that miraculous feat of creating the work in twenty-four days. A film has been built around him with this as the central theme. Radios at Christmas feature him as the celebrity of the hour.

In America the work has been the staple of Christmas-time performance for a good two hundred years. In fact, it was the *Messiah* which introduced oratorio to America—this in January, 1770, when the overture and sixteen selections from it were played at Burns' Music Room in New York City, and this less than twenty-eight years after Handel's initial production of it in Dublin, April 13, 1742.

Boston heard excerpts from it on September 22, 1773, in a ceremony marking the thirteenth anniversary of George III's coronation. This started it on its way to nation-wide popularity. If the choruses of the day weren't skilled enough to give it whole, ambitious singers presented parts of it in solos or in small combinations.

Multiple Benefits

Boston in January, 1786, heard portions of it as a benefit—nearly every concert was a benefit in those days—for "unfortunates confined in local prisons." The accompaniment was "first and second violin, the tenor and bass instruments." Philadelphia, not to be behind-hand, gathered together the same year 230 voices and fifty instruments for a rendition of the "Grand Chorus." This, according to *The Pennsylvania Packet*, was "the most complete, both with respect to number and accuracy of execution, ever combined in this city, and perhaps throughout America." Boston took up the challenge and announced for the next year a "Spiritual Concert for the benefit of those who have known better days," with the *Hallelujah Chorus* an item on the program.

Now fame of the work spread southward. Parts of it were presented in a "Grand Concert Spirituale" in Charleston, South Carolina, in 1796, and, the next year, in Norfolk, Virginia, "selections of Sacred Music from the oratorio of *Messiah*." Since Handel had been dead only thirty-seven years then, the work was still practically "modern."

By the nineteenth century societies began to be formed with their sole purpose productions of *Messiah*. The Handel and Haydn Society of Boston gave the *Hallelujah Chorus* at its very first concert, in December of 1815. In March, 1816, its president was authorized to purchase 150 leather-bound copies of the work. By 1818, the Society had evidently absorbed enough of their contents to be able to give, on December 25 of that year, what proved to be the first complete rendition in America of *Messiah*—in fact, of any oratorio. For the first twenty years of its existence this Handel and Haydn Society confined itself mainly to performances of Handel's *Messiah* and Haydn's *Creation*.

In the 1830's Lowell Mason based his "Joy to the World" upon a theme from "Glory to God" in *Messiah*.

The first hearing of a complete oratorio on Manhattan Island was at the performance of *Messiah* by the Sacred Music Society in St. Paul's Chapel in 1831. The chorus numbered seventy-four voices with an orchestra of thirty-eight. The chapel was crowded to capacity and the oratorio was repeated twice within the next two months. About twenty years later (May 10, 1850) the Harmonic Society of New York gave *Messiah* and repeated it on November 9 in the same year, this time with Jenny Lind as leading soloist.

Performances further west now began to figure in the news. On April 29, 1859, Chicago's Musical Union, as its large choral society was called, celebrated the centenary of Handel's death by putting on the city's first performance of *Messiah*; in 1875 the Apollo Musical Club in the same city presented it on its first program after being reorganized from all-male to mixed choir status. This club has presented the oratorio every year since—a record of eighty-some hearings. In 1879 the Denver Choral Society climaxed its career of ten years by producing parts of the work. In 1880 the St. Louis Choral Society, in the very first year of its existence, presented it. In New York in 1881, Leopold Damrosch directed it. When it was given in Chicago's first great music festival, held in May, 1882, Theodore Thomas was the conductor, offering it uncut with a chorus of nearly one thousand voices.

It was in 1882, too, that Lindsborg, Kansas, started the custom of giving it annually, but choosing Easter as the offering date. To this day about one-fourth of the town's 2,000 inhabitants—storekeepers, shopgirls, insurance salesmen, nurses, jewelers, oil inspectors, letter carriers, housewives, garage men—meet twice each week from January to April for rehearsals and, each Easter, sing, 500 strong, to audiences which come from miles around to hear the work and to carry its influence away with them. The first time Madame Schumann-Heink appeared as soloist, every man, woman and child in the town paid seventy-five cents to get her there. But when she came the second time she donated her voice to help pay for a new auditorium.

They Thrive on It

Since those eighteenth and nineteenth century days when to hear oratorio was to hear *Messiah*, oratorio repertoire in America has widened considerably. However, at Christmas time this work still absorbs a good part of the musical scene. Here are but a few of the societies which give it annually: the A Cappella Choir in Berea, Ohio; the Apollo Musical Club, Chicago; the Easton Oratorio Society, Easton, Pennsylvania; the Flint Choral Union, Flint, Michigan; the Handel Choir, Baltimore; the LaCrosse Civic Choir, LaCrosse, Wisconsin; the Mendelssohn Choir, Toronto; the Ogden Oratorio Society, Ogden, Utah; the Oratorio Society, Vancouver, Canada; the Pueblo Community Chorus, Pueblo, Colorado; the Reno Civic Chorus, Reno, Nevada; the Sacramento Choral Society, Sacramento, California.

Like Beethoven's Fifth, *Messiah* shows every indication of being able to stand the wear and tear of mass popularity. Today as always it speaks the Christmas message with a vibrancy and eloquence unsurpassed by any other work.



LOCAL HIGHLIGHTS

(Continued from page eighteen)

and thereafter as concert master under Feliz Weingartner with the Boston Opera. He was engaged at the Met in 1925 and 1926, after which he became concert master of the Minneapolis Symphony under Verbrugghen. In 1929 he was back at the Met again, rounding out in all fifteen years with that organization.

"During his last engagement, Pierre Henrotte conducted many of the Met's Sunday night opera concerts, and sandwiched in between his Met engagements several years as concert master with the Chicago Opera Company. For a number of years, until World War II broke out, he was head of the violin department at Ithaca College."

Another New Orleans critic, who wrote under the name of "Giff" way back in 1907, described Henrotte in terms which even today fit him precisely. "His unassuming habits and proverbial good-heartedness," Giff wrote, "have made him the idol of his colleagues and the pride of his leader. Any applause bestowed upon him is keenly appreciated by every instrumentalist of the orchestra as if it were given to the whole body."

No wonder that in the program notes of the concert given early this year, the New Orleans Philharmonic-Symphony Society inserted the following announcement: "The New Orleans Philharmonic-Symphony auxiliary, committees, and members join in a salute to Pierre Henrotte on this, the fiftieth anniversary of his service to music in America and to the youth of this city and nation!"

Oscar Dunker

Milwaukee has been the field of operations for Oscar Dunker and he was recently feted by this city for his half-century as bandmaster there. The *Milwaukee Journal* in its write-up stated that "Dunker inherited his career. His father, Herman, formed a band here backed by his experience in a German army musical unit. The boy began as a drummer, and later was a flute and piccolo player. The band played at the old Milwaukee Gardens regularly, gave two or three concerts a year in city parks—the Transport Company paid the players for those—and played at parades, beer gardens, picnics, political rallies and for social gatherings.

"Oscar was just twenty-six in 1903 when his father handed him the baton and said, 'You take over.' He did. He had a knack for getting on with people and for attracting jobs. First thing he did was have his band become members of Local 8. He remembers the exact night when he rapped on the music stand and said, 'Boys, we're going to join the union!' He paid the initiation fee and the first quarter dues for every member of the band."

Dunker isn't as active now as he used to be, but he still can get a band together and does so on special occasions. At his fiftieth anniversary celebration, his band again echoed over Cedar Lake loud and strong as it had for over half a century.

He has been on the Executive Board of Local 8 for ten years and just to round out his career has been taking lessons on the piano for four years.



Local 16, Newark, New Jersey, has in S. Jesol, Sr., a member who is a very proud father and deservedly so. His son, Santy (Giusti) Jesol, on Broadway and touring as "Crown Prince" in "The King and I," has 250 performances to his credit. Besides this, he has appeared on television in a series of leading roles.

A piano and vocal student, Santy Jesol, Jr., is looking forward to joining local 16 when he becomes eighteen years old, two years from now.

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Chet Atkins' very special brand of guitar playing goes over as big in Boston, Mass., as in Grand Ole Opry at Nashville, Tennessee. Busy Chet also records regularly for RCA Victor — his inimitable "San Antonio Rose" is something to hear! (Also his album, "Stringin' Along With Chet Atkins", EPB3163.) Chet's flexible style finds perfect outlet on his new Chet Atkins model Gretsch guitars — one with a solid body, one a hollow body type. Both feature a built-in tremolo and slim body, and the slim neck that Chet Atkins calls "the greatest help for any guitarist's fingers...they sure do keep mine relaxed". Try these new Gretsch Chet Atkins models yourself — the same guitars that Chet himself plays. Write for information to FRANK GRETSCH, Dept. 12-1254, Brooklyn 11, N. Y.

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FIND OUT FIRST

A doting grandfather, finding that his little grandson Willie is partial to the drums, and that *he can keep perfect time* (how often I have heard that one!) inquires about the possibilities of drumming and wants to know the kind of an outfit to buy the boy to get started.

Grampy's got the cart before the horse, for he doesn't need to buy any outfit to get started. Here is where the approach to elementary study in drumming differs from that of other instruments. For instance, to learn to play a saxophone, you've got to have a sax to begin on; to play the piano you have to have the piano. But all the young drummer needs to get started is a pair of sticks, a practice pad and the understanding guidance of a competent teacher.

It takes but a few lessons on the pad for the teacher to measure Willie's talents, determine his attitude toward daily practice, then to advise Grampy intelligently what might be expected if lessons continue. Thereafter the matter of a drum set may be taken up and, with the teacher's advice, a proper set selected; not any old set that Grampy, completely without drumming know-how, might have found pleasing to the eye.

Contest Technique

Answering B. D. L., Cincinnati, Ohio: Judges in individual rudimental drumming contests almost invariably assign the long roll, *open-closed-open* (slow-to-fast-to-slow again) as the first rudiment. The long roll is the rudiment above all others to display a contestant's virtuosity and, conversely, to reveal technical faults and shortcomings.

Two more rudiments are usually "drawn from the hat," and may be any of the "original 26."

Then a rudimental drumbeat of the player's own selection usually concludes the examination.

No, a contestant is given no time for a preliminary warm-up before being called to the stand, but often, in New England contests, which usually are held outdoors, an experienced contestant will steal off to the outskirts of the contest area and give himself an unofficial warm-up which, believe me, is a great help.

The suggested duration in executing a rudiment *open-closed-open* is three minutes minimum, with the time equally divided between closing and opening. A common fault is to take, say, two minutes to close (slow-to-fast) and much less time to open (fast-to-slow). This results in an unbalanced rendition which causes some cold-blooded, unsympathetic judges to scratch big black marks across score sheets in just the wrong places.

It is a good plan, in training for a contest, to time the opening and closing of a rudiment by the clock, until one can sense the timing. This is not a difficult thing to do with practice.

Rebounds in the Long Roll

Here's one for the cognoscenti to unravel: *Who was the first authority to recognize the rebound in the closing of the long roll?*

Not Ashworth, neither Strube nor Bruce and Emmett. All that these worthies told us to do was to *close the roll*. Alvan Robinson told us to strike two blows with one stick, two blows with the other, and so on "until a close roll is performed by striking quicker and quicker." Keach and Burditt side-stepped the rebound similarly by

INTERNATIONAL MUSICIAN

telling us to "increase the time (of the long roll) until a close roll is beat."

Possibly the old drum masters neglected to mention the rebound, figuring that any fool should know enough for that. Possibly recognition of the rebound originated in the old country. Let's hear from some of the sharpies who think they know their drumming. Who was the first writer to tell us we could rebound with a clear conscience? Address your letters to G. L. S., care of *The International Musician*.

Crotales

Regarding a recent reference in this column to the effect that the ideal cymbal tone is of indeterminate pitch—many tones blended into a whole—an earnest stickler for the truth, the whole truth and nothing but the truth inquires: "What about antique cymbals? They are of definite pitch, aren't they?"

They are indeed, but these are *crotales*, so identified by musicologists. The wide variance in character and size between these ancient instruments and the cymbals in common use today probably accounts for the fact that some of us forget that basically at least the two are allied.

I referred to *crotales* and their character in this column of May, 1950, in which I modified my statement that "cymbals are indeterminate in pitch." by a footnote which is reprinted below:

"There are, of course, the *crotales*, which are small cymbals tuned to a definite pitch. These are called for in some of the compositions of Massenet, Delibes, Saint-Saens. In the scherzo of his *Romeo and Juliet* symphony, Berlioz employs two pairs (calling them *ancient cymbals*), tuned to a fifth—B flat and F. Debussy in his 'Prelude à l'Après-midi d'un Faune,' calls for two *cymbales antiques* (still *crotales*), tuned to a fifth—E and B. *Crotales* range from two to five inches in diameter and are quite thick. They are customarily used in pairs, held by leather straps and clashed with glancing blows like other cymbals, and their tones are true and piercing."

Chatter

"Good news!" joyfully announced Ma to Pa, upon his arrival home from his daily toil. "At last we are going to have a musician in the family. Our little girl is now a member of the school band."

"She got fitted to her uniform today. Next week she gets her baton. Then all she will have to do is to learn how to twirl it."

From the *Syracuse, N. Y., Bulletin*: "The successful teacher needs the education of a college president, the executive ability of a financier, the humility of a deacon, the adaptability of a chameleon, the hope of an optimist, the courage of a hero, the wisdom of a serpent, the gentleness of a dove, the patience of Job and the persistence of the devil."

Yes, adds G. L. S., and a lotta pupils.

Nice visit recently from Davey Grupp, Philadelphia, currently in Beantown with the *Porgy and Bess* show. Sorry I couldn't accept his kind invitation to catch the show. A little matter of a broken ankle prevented me from seeing and hearing this outstanding artist work. An outstanding artist he is, with a lifetime of experience among the best—N. B. C., Philadelphia Orchestra, New York Philharmonic, under such leaders as Toscanini, Ormandy, Dorsey, Goodman, Artie Shaw, to mention a few.

Best of luck to one of the truly "greats" in percussion.

Regarding the aforesaid broken ankle, a mean-minded wise-cracking friend claims he has the lowdown on how it happened. Somebody dropped a nickel on the sidewalk, he explains, and in my frenzied rush to pick it up I stumbled and fell.

That's a lie, and I resent it! It wasn't a nickel at all, it was a quarter!

"I've noticed," writes Vince Mott, busy drum instructor of Miami, and esteemed veep of the N. A. R. D., "that most of these fine Latin drummers can do most anything with their right hand, but their left paw is dead. So, as they tell me, in order to brush up on their stick-work and play shows, they come to me to study rudiments."

Great place, Miami, Vince tells me, with, among other playing, ten months a year with Caesar La Monica's Band, sponsored by the city. In addition, a group of summer pop concerts with the University of Miami Symphony. Then a raft of pupils. How busy can you get, Vince? And do you ever sleep?

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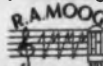
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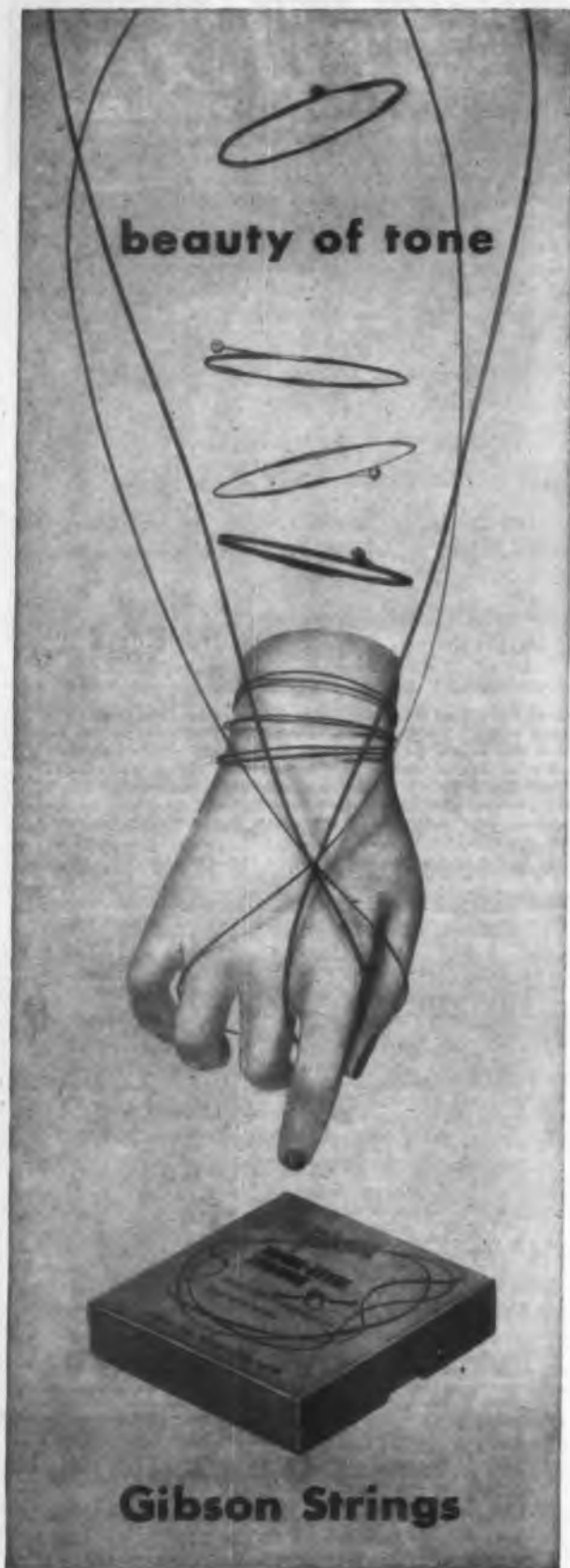
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BANDS IN THE SPOTLIGHT



The Philco Band of Philadelphia led by Herbert N. Johnston, who has conducted it since its founding in 1943.

INDUSTRIAL BAND

The Philco Corporation—its home office is in Philadelphia—operates some twenty-five plants for thousands of employees. One of the things which keeps the employees at a high level of enthusiasm is the band which was started in 1943 and which celebrated its tenth birthday in March, 1954. (The Music Performance Trust Fund tidied them over a slack period in their development.) Today, with a membership of sixty-five and a high standard of musicianship, it continues to bring band music to communities throughout the Philadelphia area. Herbert N. Johnston has been the conductor of the Philco Band since its founding.

BAND WITH A HISTORY

A band with an especially long and fruitful history is the Hazleton (Pennsylvania) Liberty Band, which had just about completed its organization when the Civil War broke out between the states. (This gives it a good ninety-five years of history.) The first conductor was Justus Altmiller, the uncle of the J. E. Altmiller who subsequently directed the band for sixty years. At President Abraham Lincoln's first call to save the Union, the band enlisted in a body, and it reenlisted in 1863 when the second call came. It took part in the battles at Bull Run, Chantilly, Cedar Mountain, Fredericksburg, Fort Steadman, Richmond, Petersburg and Five Points. It was this band which was selected to play at the surrender of General Robert E. Lee. Later it played a dirge at the hour when Abraham Lincoln was being buried in Springfield, Illinois. Since the passing of J. E. Altmiller on June 16, 1954, Ralph Petrill has been the band's leader.

TO HELP OUT A BUDDY

When it was discovered by the Vincennes Municipal Band that one of their former members, James Edwin Ertel, twenty-three, had been hospitalized at the Veterans' Administration Hospital in Indianapolis, the thirty-eight band members decided to make a trip down from their home town. They played an hour-long concert on the hospital lawn there on August 29, entertaining not only Ertel but all the other veterans of the hospital. Their concluding number was "Jay Circus," written by director William P. Barnett. After the concert the musicians jumped into their bus and rushed back to their own city to take care of the regular weekly concert at Gregg Park. All the members of the band are members of Local 764, Vincennes.

Tucson Municipal Band recently organized under the direction of John Gower. All are members of Local 771, Tucson, Arizona.



INTERNATIONAL MUSICIAN

CLOSING CHORD



J. Elmer Martin

J. ELMER MARTIN

J. Elmer Martin, secretary-treasurer of Local 40, Baltimore, Maryland, passed away at his desk in the local's office on November 11, 1954, five minutes after the Board of Directors' meeting was over—active to the very end, and, by a strange quirk of fate, discussing ways and means of strengthening the Death Fund financially and helping to create a strong reserve against the possibility of too many deaths in any one year. With his passing the local lost one of its most valuable and capable members. He had been secretary-treasurer for twenty-six years and one of the most efficient officials the local had ever had. Since he was a lawyer, he gave valuable legal advice along with his regular duties.

In his younger years an accomplished trombonist and pianist, he gave up professional playing when he graduated in law. He, however, continued to be musically active in his church.

He attended many conventions of the A. F. of M. and was appointed chairman of the Finance Committee several years ago by President Petrillo. Mr. Petrillo, when informed of his passing, expressed deep regret, stating that not only the local, but the Federation had lost a most valuable member.

Many members of the local paid their respects to his memory at the funeral services.

He was laid to rest in Druid Ridge Cemetery on November 15.

He is survived by his wife and a daughter, Janice.

PERCY G. SNOW

President Percy G. Snow, sixty-five, of Local 284, Waukegan, Illinois, passed away on October 3. He had directed the Federation Band at a concert for the Community Chest Drive on October 1, and was on his way home when he was stricken with a cerebral hemorrhage which caused him to lose control of his car.

Mr. Snow was elected President of the local in 1936, served about five years as president of the State Conference of Musicians, and attended eighteen Conventions, serving on the finance committee at most of them. For many years he was director of the Libertyville Municipal Band and of the Federation Local Band.

ROBERT HORACE TERRELL

Although he had not been in good health for several years, Robert Horace "Knocky" Terrell's death came suddenly on October 8. He had served as secretary of Local 425, Monroe, Louisiana, for fifteen years. In January, 1954, he was presented a lifetime membership by unanimous vote of the members.

As a trumpet player in his youth, Mr. Terrell worked with many famous old-time musicians of the South on the river boats of the Mississippi and Ouachita.

WALTER WIITA

Walter Wiita, fifty-four-year-old President of Local 592, Charleroi, Pennsylvania, died recently of a heart attack. He had attended two conventions.

In addition to his duties as President of Local 592, he had been a trumpet player with local dance orchestras for many years. As a member of the Monessen Louhi Finnish Band, he at one time made a tour of Europe.

JOHN D. DENNY

John D. Denny, a member of Local 103, Columbus, Ohio, and head of the Denny School of Music in that city, passed away on November 9. In his later years, he organized a women's band and a women's orchestra.

He is survived by his wife, Melinda.

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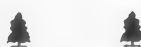
Greetings to Our Members

Greetings to you everyone!
Saxist, flutist, clarinetist,
Cellist, bassist and guitarist,
Violinist, thereminist,
Oboe, horn, piano, drum—
All that toot, bow, beat or strum—
Greetings, this, to all of you!
But a special greeting to:—

Those the hurricane played hob with,
Those who have, perforce, to nob with
Advocates of Taft and Hartley;
Those who play a date through partly,
Then discover, to their sorrow,
It's the wrong town—and tomorrow!

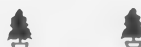


Those whose fiddle strings go snap
When the soft *adagios* come,
Sudden sneezers, and the chap
Who gets blisters on his thumb.
Basses speeding toward stage wings,
Halted by revolving doors,
Harpists who run out of strings
Where there are no music stores.
Oboists on frigid stages
Told to give an "A" not there;
Frightened extras who turn pages
For a modern premiere,
Xylophones who, wired for sound,
Find there are no plugs around.



Leaders who their men inspire—
May these, too, gain their desire!
This wish even skims the sea
Aimed at one—Arturo T.!

Blessings on harassed arrangers
Asked to make a minuet
Sound like meeting of two strangers
In a treasure trove dragnet,
Or to make a serenading
Sound like engines on a grading.



But a *very* extra greeting,
Come this twenty-fifth December,
To—regardless of his seating—
Each and every paid-up member!

—H. E. S.

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Local 97, Lockport, N. Y.—President, Charles M. Lansom, 268 Lock St. Phone 4-1124.

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Local 277, Washington, Pa.—President, Louis Cimino, 1069 Michigan Ave. Local 556, Bristol, Va.—President, Paul J. Weston, 323 Sixth St., Bristol, Tenn. Phone South 2886.

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Harold E. Paige, former member Local 802, New York, N. Y.

Edwin L. Phye, member Local 802, New York, N. Y.

Glen Williams (Glenn), former member Local 160, Springfield, Ohio.

Anyone knowing the whereabouts of the above is asked to communicate immediately with Leo Cluesmann, Secretary, A. F. of M., 220 Mt. Pleasant Ave., Newark 4, N. J.

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The following are in default of payment to members of the American Federation of Musicians either severally or jointly:

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Edmonton, Alberta
McKenzie, Blake (Prairie Concerts) 5106
Toronto, Ontario
Mitford, Bert, Agency 4004
Whetham, Katherine and Turnbull, Winnifred 4013
Montreal, Quebec
Artistes de Montreal, Reg'd. (Madame Albert Gosselin) 63
Montreal Artists Bureau, Michel Leroy 900
Vancouver, B. C.
Gaylorde Enterprises 5540
L. Gaboriau
R. J. Gaylorde

Defaulters List of the A. F. of M.

This List is alphabetically arranged in States, Canada and Miscellaneous

CALIFORNIA

ALAMEDA: Sheets, Andy
ANTIOCH: Keene, Gene (Eugene Schweichler) Village, and Wm. Lewis, Owner
ARTESIA: Carver, Ross Red Barrel
AZUSA: Peace, Vance
BAKERSFIELD: Hershfield Post 808, American Legion, and Emanuel Edwards
BENICIA: Rodgers, Edward T., Palm Grove, Hillroom
BERKELEY: Hur-Tun, John Davis, Clarence Jones, Charles Wilson, Jimmy, Promoter
BEVERLY HILLS: Bert Gervis Agency
MEASUDA, Paris
Rhapsody on Ice, and N. Edward Beck, Employer
Savage, Bob
BIG BEAR LAKE: Cressman, Harry E.
BUENA VISTA: Elbow Room, and Roger Coughlin, Manager
Iris, Frances
CARDIFF: Beacon Inn and Tommy Henderson
CATALINA ISLAND: Club Brazil, and Paul Mirabel, Operator
COMPTON: Vi-Lu Records
COUTLON, SAN BERNARDINO: Kennison, Mrs. Ruth, Owner Pango Pango Club
DECOTO: Howard, George
DUNSMUIR: McGowan, J. H.
ELBERA: Paradise Steak House, and O. H. Bass York Club, and O. H. Bass
FAIRFIELD: Guardhouse Tavern, and Walter Jarvis, Employer
FONTANA: Scal Bros. Circus, Dorothy Anderson, Employer
FRESNO: Mantation Club, and Joe Cannon Valley Amusement Association, and Wm. B. Wagon, Jr., President
GARVEY: Rich Art Records, Inc.
HOLLYWOOD: Alison, David Artists Booking Corp., and Craig Smith, Pres. (San Francisco, Calif.), (Wilson Hobbs, Vice-Pres. (Dallas, Tex.), Claude V. Smith, Sec.-Treas. (Phoenix, Ariz.)
Habb, Kroger
Birwell Corp.
Rocage Room, Leonard Vannerson
California Productions, and Edward Kovacs
Club 22 (Trocadero), and Sam Einstoss, Employer
Coiffure Guild, and Arthur E. Teal, and S. Tex Rose
Encore Productions, Inc.
Federal Artists Corp.
Finn, Jay, and Artists Personal Mgt., Ltd.
Fishman, Edward J.
Gayle, Tim
Gray, Lew, and Magic Record Company
Haymes, Dick
Kappa Records, Inc., Raymond I. Kraus
Kolb, Clarence
Morris, Boris
National Booking Corporation
Patterson, Trent
Robitschek, Kurt (Ken Rohey)
Six Bros. Circus, and George McCall
Harry S. Taylor Agency
Universal Light Opera Co., and Association
Vogue Records, and Johnny Anz, Owner, and Bob Stevens, F. L. Harper
Wally Kline Enterprises, and Wally Kline
Western Recording Co., and Douglas Venable
LONG BEACH: Anderson, John Murray, and Silver Screen, Inc.
Backlin, Frank and Beatrice

Jack Lanley's Cafe, and Jack Lasly
 Long Beach Exposition, and D. E. Kennedy, Pres., Horace Black, Director and General Manager, James Vermazen, Assistant Director, May Filippo, Sec., Evelyn Rinehart, Ass't. Office Mgr., Charles D. Spangler, Public Relations and Publicity Dept., George W. Bradley, Advance Ticket Director.
 McDougall, Owen
 Spangler, Public Relations and Turner, Morley
LOS ANGELES:
 Aqua Parade, Inc., Buster (Clarence L.) Crable
 Arizona-New Mexico Club, Roger Rogers, Pres., and Frank McDowell, Treasurer
 Blue Light Ballroom, and Bill Jory
 Brink Enterprises
 Coiffure Guild, Arthur E. Teal and S. Tex Rose
 Coleman, Fred
 Cotton Club, and Stanley Amusements, Inc., and Harold Stanley
 Dalton, Arthur
 Edwards, James, of James Edwards Productions
 Fontaine, Don & Lou
 Gordanis, Michael
 Halford, Nate
 Henneghan, Charles
 Maxwell, Claude
 Merry Widow Company, and Eugene Haskell, Raymond E. Mauro
 Miltone Recording Co., and War Perkins
 Moore, Cleve
 Morris, Joe, and Club Alabam
 Mooby, Esvan
 New Products Institute of America, and Joseph H. Schulte
 Pierce, Papa
 Royal Record Co.
 Ryan, Ted
 Villion, Andre
 Ward, Mr.
 Ward Bros. Circus, George W. Pugh, Archie Gayer, Co-Owner, and L. F. Stotz, Agent
 Welcome Records, Recording Studio, and Rusty Welcome
 Williams, Cargile
 Wilshire Bowl
LOS GATOS: Fuller, Frank
MARIN CITY: Pickins, Louis
MONTEREY: Roberts Club, and A. M. Kolvas, Owner
NEVADA CITY: National Club, and Al Irby, Employer
NEWBELL: Terry, Tex
NORTH HOLLYWOOD: Hat and Cane Supper Club, and Joe Wood and J. L. Pender, Owners
 Lohmuller, Bernard
OAKLAND: Arrow Club, and Joe Bronk, Frank Merton and Joy Sheet, Owners
 Bill's Rendezvous Cafe, and Wm. Matthews
 Moore, Harry
 Morkin, Roy
 Pedroni, Frank
 Trader Horn's, Fred Horn
OCEAN PARK: Frontier Club, and Robert Moran
OROVILLE: Rodgers, Edward T., Palm Grove Ballroom
OXNARD: McMillan, Tom, Owner, Town House
PALM SPRINGS: Bering, Lee W., Lee Bering Club Hall, Donald H.
PASADENA: Hazelton, Mabel
 Ware, Carolyn E.
PERRIS: Mcow, E. E., Owner, Horse Follies of 1946
PITTSBURG: Delta Club, and Barbara Bliss
RICHMOND: Downbeat Club, and Johnnie Simmons
 Jenkins, Freddie
SACRAMENTO: Casa Nello, Nello Malerbi, Owner
 Leingang, George
 O'Connor, Grace
SAN DIEGO: Blues and Rhythm Attractions Agency
 Brigham, Proebel Astor

Carnival Room, and Jack Mill-paugh
 Cotton Club, Benny Curry and Otis Kimberly
 Crown Club and Wm. F. (Bill) Wilson
 Hudson, Aline
 Logan, Manly Eldwood
 Miller, Warren
 Mitchell, John
 Passo, Ray
 Rancho Cafe and Frank Bom-pensiero
 Tricoli, Joseph, Operator, Playland
 Washington, Nathan
 Young, Mr. Thomas and Mrs. Mabel, Paradise Club (formerly known as Silver Slipper Cafe)
SAN FRANCISCO:
 Blue Angel
 Brown, Willie H.
 Cable Car Village Club, and Barney DeSenan, Owner
 Cafe Society Uptown (now known as Emanon Breakfast Club)
 Champagne Supper Club and Mrs. Mildred Mooby
 Club Drift In, and Dan McCarthy
 Deasy, J. B.
 Fox, Eddie
 Giles, Norman
 Oronato, Vincent
 Pago Pago Club, and Laci Layman and Kellock Catering, Inc.
 Paradise Gardens, and John A. Gentry and William Carthea
 Reed, Joe, and W. C. Rogers and Chase Co.
 Say When Club, and G. J. Sieman
 Shelton, Earl, Earl Shelton Productions
 Sherman and Shore Advertising Agency
 Smith, Craig, Pres., Artists Booking Corp. (Hollywood, Calif.)
 The Civic Light Opera Committee of San Francisco, Francis C. Moore, Chairman
 Waldo, Joseph
SAN JOSE:
 Ariotti, Peter and Peggy
 McAdoo, Mr. and Mrs. George
 Melody Club, Frank and Theresa Oliver, Employers
 Paz, Fred
SANTA BARBARA:
 Briggs, Don
 Canfield Enterprises, Inc.
 Costello, Mario
SANTA CRUZ:
 Righetti, John
SANTA MONICA:
 Lake, Arthur, and Arthur (Dag-wood) Lake Show
 McRae, H. D.
SEASIDE:
 Corral Night Club, and Al Leroy
SHERMAN OAKS:
 Gilson, Lee
 Kraft, Ozzie
SIGNAL HILL:
 Mueller, Al, Signal Hill
SOUTH GATE:
 Silver Horn Cafe, and Mr. Silver
STOCKTON:
 Sunset Macaroni Products, Fred Stagnaro
VAN NUYS:
 Lehr, Raynor
 Live Oak Inn, and James Craig, Owner
VENTURA:
 Cheney, Al and Lee
VICTORVILLE:
 George Air Force Base
WATSONVILLE:
 Ward, Jeff W.
WINTERHAVEN:
 Mueller, J. M.

COLORADO

DENVER:
 Bennell, Edward
 Jones, Bill
 Turf Club and Bill Bayers, Manager
JULESBURG:
 Cummins, Kenneth
MORRISON:
 Clarke, Al
TRINIDAD:
 El Muro Club, and Pete Languni

CONNECTICUT

BRIDGEPORT:
 Lunin, Edward
EAST HAMPTON:
 Hotel Gerra-maugus
EAST HAVEN:
 Carnevale, A. J.
HARTFORD:
 Dubinsky, Frank
NEW HAVEN:
 Madigan Entertainment Service
NEW LONDON:
 Andreoli, Harold
 Bisconti, Anthony, Jr.
 Marino, Mike
Schwartz, Milton
 Williams, Joseph
NIANTIC:
 McQuillan, Bob
 Russell, Bud
POQUONNOCK BRIDGE:
 Johnson, Samuel
STAMFORD:
 Glens Acres Country Club and Charlie Blue, Pres., Mr. Sou-mers, Sec.-Treas.
STONINGTON:
 Hangar Restaurant and Club, and Herbert Pearson
 Whewell, Arthur
WESTPORT:
 Goldman, Al and Marty

DELAWARE

DOVER:
 Apollo Club, and Bernard Paskins, Owner
 Veterans of Foreign Wars, LeRoy Rench, Commander
 Williams, A. B.
GEORGETOWN:
 Gravel Hill Inn, and Preston Hitchens, Proprietor
MILFORD:
 Fountain, John
NEW CASTLE:
 Lamson, Edward
 Murphy, Joseph
WILMINGTON:
 Allen, Sylvester
 Burt, Mrs. Mary (Warren)
 Cooper, Mr. and Mrs. Alexander

FLORIDA

BRADENTOWN:
 Strong, Merle, Bernice and Ronald
CLEARWATER:
 Bardon, Vance
CLEARWATER BEACH:
 Normandy Restaurant, and Fay Howse
DANIA:
 Paradise Club, and Michael F. Slavin
DAYTONA BEACH:
 Bethune, Albert
 Trade Winds Club, and Virgil (Vic) Summers
DELAND:
 Club Aloha and E. C. Phillips, Owner
FLORENCE VILLA:
 Dan Larimore Lodge No. 1097, Garfield Richardson
FORT MEYERS:
 Bailey, Bill—All Star Minstrels, Inc., and Si Rubens
 McCutcheon, Pat
GULF BREEZE:
 Surf Club, and Ernest W. Wright, Operator
HALLANDALE:
 Caruso's Theatre Restaurant, and Marion Kaufman and Robert Marcus
JACKSONVILLE:
 Blanc, Paul
 Blumbers, Albert, Owner, Fla-mingo Sho Club (Orlando, Fla.), and Fays Club
 Florida Food and Home Show, and Duval Retail Grocers Association, and C. E. Winter, President; Paul Brien, Man-aging-Agent
 Forrest Inn, and Florida Amuse-ments, Inc., and Ben J. Mary and Joel Spector, and Joe Allen
 Jackson, Otis
 Newberry, Earl, and Associated Artists, Inc.
 Zumpt Huff Associates
KEY WEST:
 Club Mardi Gras, and A. G. Thomas, Employer
 Habana Madrid
 Regan, Margo
 Weavers Cafe, Joseph Bucks and Joseph Stabinski
LAKELAND:
 King, R. E.
MIAMI:
 Brooks, Sam
 Club Jewel Box, Charles Nasio, Owner, Danny Brown, President
 Donaldson, Bill
 Flame Club, and Frank Corbit, Owner
 Prior, Bill (W. H. P. Corp.)
 Robert Clay Hotel, and Fred T. Quinn, Manager, Nicholas Girard, Promoter
 Smart, Paul D.
 Talavera, Ramon
 36 Club, and Tony Abouyou, Employer
MIAMI BEACH:
 Amron, Jack, Terrace Restaurant
 Caldwell, Max
 Chez Paree, Mickey Grasso, and Irving Rivkin
 Circus Bar, and Charles Bogan
 Edwards Hotel, and Julius Nathan, Manager
 Fielding, Ed
 Friedlander, Jack
 Haddon Hall Hotel
 Harrison, Ben

Island Club, and Sam Cohen, Owner-Manager
 Lebnick, Max
 Macumba Club
 Mocamba Restaurant, and Jack Friedlander, Irving Miller, Max Lebnick, and Michael Rosenberg, Employers
 Miller, Irving
 Morrison, M.
 Perlmutter, Julius J.
 Ponceana Hotel, and Bernie Frausand
 Roosevelt Theatre
 Scott, Sandy
 Straus, George
 Weills, Charles
ORLANDO:
 Club Cabana, and Elmer and Jake Gaither, Owners
 Club Surrocco, and Ray Baiden
 Flamingo Sho Club (Club Fla-mingo), and Albert Blum-berg of Jacksonville, Fla.
 Fryor, D. S.
 Redman, Arthur J.
 Rhythm Club, and Arthur J. Redman, former Proprietor
ORMOND BEACH:
 Jul's Club, and Morgan Jul
PALM BEACH:
 DeManio, Mrs. J.
 Leon and Eddie's Nite Club,
 Leon and Eddie's, Inc., John Widmeyer, Pres., and Sidney Orlin, Secretary
PANAMA CITY:
 Daniels, Dr. E. R.
PENSACOLA:
 Hodges, Earl, of the Top Hat Dance Club
 Keeling, Alex (also known as A. Scott), and National Or-chestra Syndicate and American Booking Company, and Alexander Attractions
 Mts Texas Club, and Richard Cooper, Owner and Prop.
 Southland Restaurant, and J. Ollie Tidwell
QUINCY:
 Monroe, Reg
SARASOTA:
 Colony Restaurant, and Fred Muller, Manager
ST. PETERSBURG:
 Ciro's, and John A. Davis, Employer
SMYRNA:
 Kent County Democratic Club, and Solomon Thomas, Chair-man
STARKE:
 Camp Blanding Recreation Center
 Goldman, Henry
STUART:
 Sutton, G. W.
TALLAHASSEE:
 Gainer Patio, and Henry Gainer, Owner
 Two Spot Club, Caleb E. Hannah
TAMPA:
 Brown, Russ
 Carousel Club, and Abe Burkh-ward, and Norman Kara, Employers
 Merry-Go-Round Club, and Larry Ford
 Rich, Don and Jess
 Williams, Herman
VENICE:
 Clarke, John, Pines Hotel Corp.
 Pines Hotel Corp., and John Clarke
 Sparks Circus, and James Edgar, Manager (operated by Florida Circus Corp.)
WEST PALM BEACH:
 Ballerina Club, and Bill Harris, Operator
 Larocco, Harry L.
 Parrish, Lillian F.

GEORGIA

ALBANY:
 Gual Corporation
ATLANTA:
 Greater Atlanta Moonlight Opera Co., Howard C. Jacoly, Manager
 Montgomery, J. Neal
 Royal Peacock Club, and S. A. Slaughter, Manager, Mrs. Car-rie Cunningham, Owner
 Spencer, Perry
AUGUSTA:
 Baxter, Joe
 Bill and Harry's Cabaret, Fred W. Taylor, Manager, and G. W. (Bill) Prince
 Dawson, Robert H., and Caribbe Lounge in Plaza Hotel
 Foster, Mr.
 Kirkland, Fred
 Minnick Attractions, Joe Min-nick
 J. W. Neely, Jr.
 Revel, Bob
BRUNSWICK:
 Joe's Blue Room, and Earl Hill and W. Lee
 Wigfalls Cafe, and W. Lee
HINESVILLE:
 Plantation Club, S. C. Kless and F. W. Taylor

NEVADA

LAS VEGAS: Gordon, Ruth... LOVELOCK: Fischer, Harry... PITTMAN: All-American Supper Club...

NEW HAMPSHIRE

FABIAN: Zaks, James (Zackers)... JACKSON: Nelson, Eddy...

NEW JERSEY

ARSON: Hart, Charles, President... ASBURY PARK: Gilmore, James E... ATLANTIC CITY: Bobbins, Abe...

Red Mirror, and Nicholas Grand, Proprietor... NEW BRUNSWICK: Andy's Hotel, and Harold Klein... NORTH ARLINGTON: Petrucci, Andrew...

Borriello, Carmino... Calman, Carl, and the Calman Advertising Agency... Singer, John...

ATLANTIC BEACH: Bel Aire Beach and Cabanne Club... BAYSHORE: Moore, James J... BELMORE: Babner, William J...

NORTH CAROLINA: BEAUFORT: Markey, Charles... BURLINGTON: Mayflower Dining Room... CAROLINA BEACH: Stokes, Gene...

DURHAM: Gordon, Douglas... FAYETTEVILLE: Parker House of Music... GREENSBORO: Fair Park Casino...

NEW MEXICO

ALBUQUERQUE: Mary Green Attractions, Mary Green and David Time, Promoters... ALBANY: Johnson, Floyd...

FLAESHMANN: Churs, Irene (Mrs)... FRANKFORT: Ketic, Frank... GLEN FALLS: Gottlieb, Ralph...

ROCHESTER: Quinnset Inn, and Raymond J. Moore... ROCKAWAY PARK: Wilner, Leonard... ROME: Marks, Al...

NORTH DAKOTA: BISMARCK: Dome Nite Club and Lee K. Andrews (Bucky)... DEVILS LAKE: Beacon Club, Mrs. G. J. Christianson...

OHIO: AKRON: Bastord, Doyle... CINCINNATI: Alexander, James... CLEVELAND: Atlas Attractions...

NEW YORK

ALBANY: Johnson, Floyd... ALDERS CREEK: Burke's Manor, and Harold A. Burke... AUSABLE CHASM: Antler, Nat...

ALBANY: Johnson, Floyd... ALDERS CREEK: Burke's Manor, and Harold A. Burke... AUSABLE CHASM: Antler, Nat...

ASTORIA: Hirschler, Rose... LONG ISLAND (New York): Rain Queen, Inc... RAYMOND: Regan, Jack...

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ASTORIA: Hirschler, Rose... LONG ISLAND (New York): Rain Queen, Inc... RAYMOND: Regan, Jack...

Tucker's Blue Grass Club, and A. J. Tucker, Owner
Walters, Carl O.

COLUMBUS:
Akins, William
Bell, Edward
Bosa Bu Bldg. Association, and Mrs. Emerson Check, President
Charles Block Post No. 157, American Legion
Carter, Ingram
Malloy, William
McDade, Paul
Paul D. Robinson Fire Fighters Post 557, and Captain G. W. McDonald
Turf Club, and Ralph Stevenson, Proprietor

DAYTON:
Blue Angel, and Zimmer Ablon, Owner
Boscher, Roy D.
Carrousel Teen Club, Inc., and Dale Stevens
Daytona Club, and William Carpenter
Rec Club, and Wm. L. Jackson, James Childs and Mr. Stone Taylor, Earl

ELVIA:
Dance Theatre, Inc., and A. W. Jewell, President

EUCLID:
Rado, Gerald

FINDLAY:
Wilson, Mr. and Mrs. Karl, Operators, Paradise Club

GERMANTOWN:
Beckworth Grove Club, and Mr. Wilson
BoMar Roller Rink, and Mr. and Mrs. Roscoe Yarger

LIMA:
Colored Elks Club, and Gus Hall

PIQUA:
Sedgewick, Lee, Operator

PROCTORVILLE:
Plantation Club, and Paul D. Reese, Owner

SANDUSKY:
Eagles Club
Mathews, S. D.
Salce, Henry

SPRINGFIELD:
Jackson, Lawrence
Terrace Gardens, and H. J. McCall

STUBBENVILLE:
Hawkins, Fritz

TOLEDO:
Barnett, W. E.
Durham, Henry (Hank)
LaCasa Del Rio Music Publishing Co., and Don B. Owens, Jr., Secretary
National Athletic Club, Roy Finn and Archie Miller
Nightgale, Homer
Rothwarf, Ted, T. A. R. Recording Company
Trippi, Joseph A., President, Italian Opera Association

VIENNA:
Hull, Russ

WARREN:
Wragg, Herbert, Jr.

YOUNGSTOWN:
Freeman, Dudley
Summers, Virgil (Vic)

ZANESVILLE:
Clarendon Hotel, and Old Hickory Hotel Syndicate (Chicago, Ill), and Ralph James
Venner, Pierre

OKLAHOMA

ARDMORE:
George B. Anderson Post No. 65, American Legion, and Floyd Loughridge

ENID:
Norris, Gene

HUGO:
Stevens Brothers Circus, and Robert A. Stevens, Manager

MUSKOGEE:
Gutir, John A., Manager Rodeo Show, connected with Grand National of Muskogee, Okla.

OKLAHOMA CITY:
Leonard's Club, and Leonard Dunlap
Randolph, Taylor
Simms, Aaron
Southwestern Attractions, M. K. Boldman and Jack Swiger

OKMULGEE:
Masonic Hall (colored), and Calvin Simmons

SHAWNEE:
DeMarco, Frank

TULSA:
Berna, Harry B.
Love's Cocktail Lounge, and Clarence Love
Williams, Cargile

OREGON

EUGENE:
Granada Gardens, Shannon Sheaffer, Owner
Weinstein, Archie, Commercial Club

GARFIELD:
Marry de Joe Agency
Purves' Den, and Sue Walbat

HERMISTON:
Rosenberg, Mrs. R. M.

LAKESIDE:
Bates, E. P.

PORTLAND:
Acme Club Lounge, and A. W. Denton, Manager
Harry's Club 1500 and Wm. McClelland
Osash Supper Club, and Fred Baker
Yank Club of Oregon, Inc., and E. C. Barlett, President

ROGUE RIVER:
Arnold, Ida Mae

ROSSBURG:
Duffy, R. J.

SALEM:
Lopez, Mr.

SHERIDAN:
American Legion Post No. 75, Melvin Agot

PENNSYLVANIA

ALTOONA:
Giblin, Otis

ALLENTOWN:
Hugo's and George Fidler and Alexander Altieri, Props.

BERWYN:
Main Line Civic Light Opera Co., Nat Burns, Director

BLAIRSVILLE:
Moore Club, and A. P. Sunder, Employer

BRADBURN:
Mazur, John

BRANDONVILLE:
Vanderbilt Country Club, and Terry McGovern, Employer

BERYK MAVER:
K. B. Cafe, and George Papaian

CARLEISLE:
Grand View Hotel, and Arthur Nydick, Employer

CHESTER:
Blue Heaven Room, Bob Lager, Employer

DEVON:
Jones, Martin

DONORA:
Bedford, C. D.

ERIE:
Hamilton, Margaret
Pope Hotel, and Ernest Wright

EVERTOWN:
King, Mr. and Mrs. Walter

FAIRMOUNT PARK:
Riverside Inn, Inc., Samuel Ottenberg, President

GLENOLDEN:
Barone, Joseph A., Owner, 202 Musical Bar (West Chester, Pa.)

HARRISBURG:
Ickes, Robert N.
Knipple, Ollie, and Ollie Knipple's Lounge
P. T. K. Fraternity of John Harris High School, and Robert Spidler, Chairman
Reeves, William T.
Waters, B. N.

HAVERFORD:
Fielding, Ed.

JOHNSTOWN:
Boots and Saddle Club, and Everett Allen

LANCASTER:
Freud, Murray
Samuels, John Parker
Sunset Caravan's Ranch, and Sunset (Michael) Carson

LANSFORD:
Richard's Hotel and Cafe, and Richard Arturo

LEWISTOWN:
Temple Theatre, and Carl E. Temple

MEADVILLE:
Noll, Carl
Power, Donald W.
Simmons, Al., Jr.

MIDLAND:
Mason, Bill

NANTICOKE:
Hamilton's Night Club, and Jack Hamilton, Owner

NEW CASTLE:
Natalie, Tommy

OIL CITY:
Friendship League of America, and A. L. Nelson

PHILADELPHIA:
Allen, Jimmy
Associated Artists Bureau
Biklore Hotel, and Wm. Clote, Operator
Boota, Tubby
Bubeck, Carl F.
Click Club
Davis, Russell
Davis, Samuel
Dupree, Huram K.
DuPree, Reece
Erlanger Ballroom
Gordon, Mrs. Margaret
Loyal Order of Moose, Lodge No. 54, and George Aten, Secretary
Masucci, Benjamin P.
Melody Records, Inc.
Montalvo, Santos
Mustians, Joseph

Philadelphia Lab. Company, and Luis Colantunno, Manager
Pansky, Harry
Raymond, Don G., of Creative Entertainment Bureau
Stanley, Frank
Stuefel, Alexander
Ukrainian Junior League, Branch 52, and Helen Strait, Sec., Victoria Melach, Chairman of Music

Warwick, Lee W.

PHOENIXVILLE:
Melody Bar, and George A. Mole

PITTSBURGH:
Ficklin, Thomas
Matthews, Lee A., and New Artist Service
Oasis Club, and Joe DeFrancisco, Owner
Reight, C. H.
Sala, Joseph M., Owner, El Chaco Cafe

POTTSTOWN:
Schmoyer, Mrs. Irma

SCRANTON:
McDonough, Frank

SHENANDOAHI:
Mikita, John

SLATINGTON:
Flick, Walter H.

STAFFORD:
Poinsett, Walter

TANNERSVILLE:
Tofel, Adolph

UNIONTOWN:
Polish Radio Club, and Joseph A. Zelasko

WASHINGTON:
Athens, Pete, Manager Washington Cocktail Lounge
Lee, Edward

WEST CHESTER:
202 Musical Bar, and Joseph A. Barone, Owner (Glenolden, Pa.), and Michael Icazi, Co-Owner

WILKES-BARRE:
Kahan, Samuel

WILLIAMSPORT:
Pinella, James

WORTHINGTON:
Conwell, J. R.

YORK:
Daniels, William Lopez

RHODE ISLAND

WOONSOCKET:
One O'Clock Club, and Charles E. Nicholson, Manager

SOUTH CAROLINA

CHARLESTON:
Hampton Supper Club and John Ballasikas

CHRYSTEER:
Mack's Old Time Minstrels, and Harry Mack

COLUMBIA:
Block C Club, University of South Carolina

FLORENCE:
City Recreation Commission, and James C. Putnam

GREENVILLE:
Forest Hills Supper Club, R. K. and Mary Ruckey, Lessees, J. K. Mosely, and Sue Ellison, former Owner and Manager
Harlem Theatre, and Joe Gibbins

MARIETTA:
"Bring on the Girls," and Don Meadors, Owner

MOULTRIEVILLE:
Wurthmann, George W., Jr. (of the Pavilion, Isle of Palms, South Carolina)

MYRTLE BEACH:
Hewlett, Ralph J.

SPARTANBURG:
Holcombe, H. C.

UNION:
Dale Bros. Circus

SOUTH DAKOTA

SIOUX FALLS:
Haar, E. C.
Mataya, Ircac

TENNESSEE

CLARKSVILLE:
Harris, William

HUMBOLDT:
Ballard, Egbert

JOHNSON CITY:
Burton, Theodore J.

KNOXVILLE:
Cavalcade on Ice, John J. Denton
Greal Enterprises (also known as Disc Recording Co.)
Henderson, John

MEMPHIS:
Goodenough, Johnny

NASHVILLE:
Brennwood Dinner Club, and H. L. Waxman, Owner
Carrethers, Harold
Chavez, Chuck
Coconut Lounge Club, and Mrs. Pearl Hunter
Course, Alexander
Fessie, Bill

Grady's Dinner Club, and Grady Floy, Owner
Hayes, Billie and Floyd, Club Zanibar
Jackson, Dr. R. B.
Roberts, John Porter

TEXAS

AMARILLO:
Carter, Percy
Mays, Willie B.

AUSTIN:
El Morocco
Flamingo Cocktail Lounge and E. M. Funk
Von, Tony
Williams, Mark, Promoter

BEAUMONT:
Bishop, E. W.

BOLING:
Fails, Isaac A., Manager Spotlight Band Booking Cooperative (Spotlight Bands Booking and Orchestra Management Co.)

BROWNWOOD:
Junior Chamber of Commerce, and R. N. Leggett and Chas. D. Wright

CORPUS CHRISTI:
Kirk, Edwin

DALLAS:
Beck, Jim, Agency
Embassy Club, Helen Askew, and James L. Dizon, Sr., Co-owners
Hobbs, Wilford, Vice-President, Artists Booking Corp. (Hollywood, Calif.)
Lee, Don, Owner of Script and Score Productions and Operator of "Sawdust and Swingtime"
Linskie (Shippy Lynn), Owner of Script and Score Productions and Operator of "Sawdust and Swingtime"
May, Oscar P. and Harry E. Morgan, J. C.

DENISON:
Club Rendezvous

EL PASO:
Bowden, Rivers
Marlin, Coyal J.
Walker, C. F.
Williams, Bill

FORT WORTH:
Clemens, James E.
Famous Door, and Joe Earl, Operator
Florence, F. A., Jr.
Jenkins, J. W., and Parrish Inn Snyder, Chic
Stripling, Howard

GALVESTON:
Evans, Bob
Shiro, Charles

GONZALES:
Daisley Bros. Circus

GRAND PRAIRIE:
Club Bagdad, R. P. Bridges and Miriam Teague, Operators

HENDERSON:
Wright, Robert

HOUSTON:
Coats, Paul
McMullen, E. L.
Revin, Boulton
Singleton, J. J. A.
World Amusements, Inc., Thos. A. Wood, President

LELLAND:
Collins, Deo

LONGVIEW:
Club 26 (formerly Rendezvous Club), and B. D. Holiman, Employer
Ryan, A. L.

MEXIA:
Payce, M. D.

ODESSA:
The Rose Club, and Mrs. Harvey Kellar, Bill Grant and Andy Rice, Jr.

PALESTINE:
Earl, J. W.
Griggs, Samuel
Grove, Charles

PARIS:
Ron-De-Voo, and Frederick J. Merkle, Employer

PORT ARTHUR:
Demland, William

SAN ANGELO:
Specialty Productions, Nelson Scott and Wallace Kelton

SAN ANTONIO:
Foreest, Thomas
Leathy, J. W. (Lee), Rockin' M Leudy Ranch Club
Obledo, P. J.
Rockin' M Dude Ranch Club, and J. W. (Lee) Leathy

VALADRO:
Fails, Isaac A., Manager Spotlight Band Booking Cooperative (Spotlight Bands Booking and Orchestra Management Co.)

WACO:
Cooper, Morton

WICHITA FALLS:
Dibbles, C.

Johason, Thurmon
Whately, Mike

UTAH
Sutherland, M. F.

VERMONT

RUTLAND:
Brook Hotel, and Mrs. Estelle Duffie, Employer

VIRGINIA

ALEXANDRIA:
Commonwealth Club, Joseph Burko, and Seymour Spelman

BUENA VISTA:
Rockbridge Theatre

DANVILLE:
Fuller, J. H.

EXMORE:
Downing, J. Edward

HAMPTON:
Maxey, Terry

LYNCHBURG:
Bailey, Clarence A.

MARTINSVILLE:
Hutchens, M. E.

NEWPORT NEWS:
Isaac Burton
McClain, B.
Terry's Supper Club

NONFOLK:
Big Truck Diner, Percy Simon, Proprietor
Cashman, Irvina
Meyer, Morris
Rohanna, George
Winfree, Leonard

PETERSBURG:
Williams Enterprises, and J. Harriet Williams

PORTSMOUTH:
Rountree, G. T.

RICHMOND:
American Legion Post No. 151
Black, Oscar
Knight, Allen, Jr.

SUFFOLK:
Clark, W. H.

VIRGINIA BEACH:
Bass, Milton
Fox, Paul J., Jim and Charles
Melody Inn (formerly Harry's The Spot), Harry L. Sizer, Jr., Employer
White, William A.

WILLIAMSBURG:
Log Cabin Beach, and W. H. (Fats) Jackson

WASHINGTON

SEATTLE:
Grove, Sirless
Harviston, R. S.

SPOKANE:
Lyndel, Jimmy (James Delagel)

WEST VIRGINIA

CHARLESTON:
Club Congo, Paul Daley, Owner
El Patio Boat Club, and Charles Powell, Operator
White, Ernest B.

CHARLES TOWN:
Bishop, Mrs. Sylvia

HUNTINGTON:
Brewer, D. C.

INSTITUTE:
Hawkins, Charles

LOGAN:
Coats, A. J.

MARTINSBURG:
Miller, George E.

MORGANTOWN:
Niner, Leonard

WELLSBURG:
Club 67 and Mrs. Shirley Davies, Manager

WHEELING:
Mardi Gras

WISCONSIN

BEAR CREEK:
Schwacher, Leroy

BOWLER:
Reinke, Mr. and Mrs.

GREEN BAY:
Franklin, Allen
Galst, Erwin
Pessley, Charles W.

GREENVILLE:
Reed, Jimmie

HAYWARD:
The Chicago Inn, and Mr. Louis O. Runner, Owner and Operator

HURLEY:
Club Francis, and James Francis Fontecchia, Mrs. Elcey, Club Fiesta

LA CROSSE:
Flamingo Club and Ruby Dotan

MILWAUKEE:
Betha, Nick Williams
Continental Theatre Bar
Cupps, Arthur, Jr.
Dimaggio, Jerome
Gentilli, Nick
Maniaci, Vince
Rio Club, and Samuel Douglas, Manager, Vernon D. Bell, Owner

Rizzo, Jack D.
Ron de Voo Ballroom, and Ray Howard
Singers Rendevous, and Joe Sorce, Frank Balistreri and Peter Orlando
Weinberger, A. J.

NEOPIT:
American Legion, Sam Dickerson, Vice-Commander

OWEN:
Merry O' Gardens, and H. Bender, Operator

RACINE:
Miller, Jerry

RHINELANDER:
Kendall, Mr., Manager, Holly Wood Lodge

ROSHOLT:
Akavichas, Edward

SHEBOYGAN:
Sicilia, N.

SUN PRAIRIE:
Hulstizer, Herb, Tropical Gardens
Hulstizer, Herb, Tropical Gardens, and Herb Hulstizer

TOMAH:
Veterans of Foreign Wars

WYOMING

CASPER:
S & M Enterprises, and Sylvester Hill

CHEYENNE:
Kline, Hazel

EVANSTON:
Jolly Roger Nite Club, and Joe D. Wheeler, Owner and Manager

ROCK SPRINGS:
Smoke House Lounge, Del K. James, Employer

DISTRICT OF COLUMBIA

WASHINGTON:
Adelman, Ben
Alvis, Ray C.
Archer, Pat
Cabana Club, and Jack Staples
Celebrity Club, and Lewis Clark Cherry Foundation Recreation Center and Rev. Robert T. Cherry, Pres., and Oscar Russell
China Clipper, Sam Wong, Owner
Clote's Musical Bar, and Jean Clote
Club Afrique, and Charles Libard, Employer
Club Cimarron, and Lynn Von Blaimre and Cornelius I. Powell
Club Trinidad, Harry Gordon and Jennie Whalen
Cosmopolitan Room of the Windsor-Park Hotel
D. E. Corporation, Herb Sachse, President
Dykes Stockade, and John Dykes, Owner
duVal, Anne
Five O'Clock Club, and Jack Staples, Owner
Gold, Sol
Hoberman, John Price, Pres., Washington Aviation Country Club
Hoffman, Edward F., Hoffman's 3 Ring Circus
Kirsch, Fred
La Coumeur Club, and W. S. Holt
Little Dutch Tavern, and El Brookman, Employer
Loren, Frederick
Mansfield, Emanuel
Moore, Frank, Owner, Star Duet Club
Murray, Lewis, and Lou and Alex Club, and Club Bengali
Perruso's Restaurant, and Vito Perruso, Employer
Purple Iris, Chris D. Cassimus and Joseph Cannon
Robinson, Robert L.
Romany Room, Mr. Weintraub, Operator, and Wm. Biron, Manager
Rosa, Thomas N.
Rumpus Room, and Elmer Cooke, Owner
Smith, J. A.
Spring Road Cafe, and Casimer Zera
T. & W. Corporation, Al Simonds, Paul Mann
Walters, Alfred
Wilson, John
Wong, Hing

IND:
This cally

MOBII:
Carg Park

DOUG:
Top

PHOE:
Frac Ae

PLAN:
TUCS E

Gerr:
W

HOT S:
Fores

agc:

BAKER:
Jurez

BEVER:
White

BIG BI:
Crete

CARLS:
Carial

IONE:
Watts

JACKS:
Watts

LAKE:
Cobb

LONG:
Cinde

Bur:
Pro Red J

Wo:
Tabou

CANADA ALBERTA

CALGARY:
Fort Briscois Chapter of the Imperial Order Daughters of the Empire
Simmons, Gordon A.

EDMONTON:
Eckertley, Frank J. C.

INTERNATIONAL MUSICIAN

BRITISH COLUMBIA

VANCOUVER:
Gaylord Enterprises, and L. Carrigan, Manager
H. Singer and Co. Enterprises, and H. Singer
Stars of Harlem Revue, and B. Lyle Baker and Joseph Kowan Attractions, Operators

NOVA SCOTIA

GLACE BAY:
McDonald, Mary

ONTARIO

CHATHAM:
Taylor, Dan

COBOURG:
International Ice Revue, Robt. White, Jerry Rayfield and J. Walsh

GALT:
Duval, T. J. (Dubby)

GUELPH:
Naval Veterans Association, and Louis C. Janke, President

HAMILTON:
Nutting, M. R., Pres., Merrick Bros. Circus (Circus Productions, Ltd.)

HASTINGS:
Bassman, George, and Riverside Pavilion

LONDON:
Merrick Bros. Circus (Circus Productions, Ltd.), and M. R. Nutting, President

SOUTH SHORE:
Glendak Pavilion, Ted Bingham

NEW TORONTO:
Leslie, George

OTTAWA:
Parker, Hugh

OWEN SOUND:
Thomas, Howard M. (Doc)

PORT ARTHUR:
Curtin, M.

TORONTO:
Ambassador and Monogram Records, Messrs. Darwyn and Sokoloff
Habler, Peter
Kesten, Bob
Langbord, Karl

Local Union 1452, CIO Steel Workers Organizing Committee
Miquelon, V.
Mitford, Bert
Radio Station CHUM
Weinberg, Simon
Weiham, Katherine
Wray, Toronto
Ugo's Italian Restaurant
WINCHESTER:
Bilow, Hiliare

QUEBEC

CHICOUTIMI:
Chicoutimi Coliseum, Ltd., Herbert Roland, Manager

DRUMMONDVILLE:
Grenik, Marshall

GRANBY:
Ritz Hotel, and Mr. Fontaine.

HUNTINGDON:
Petra, Hank

MONTREAL:
Association des Concerts Classiques, Mrs. Edward Blouin, and Antoine Dufor
"Auberge du Cap" and Rene Deschamps, Owner
Auger, Henry
Beriou, Maurice, and LaSociete Artistique
Candfield, Spizzio
Carmel, Andre
Coulombe, Charles
Daoust, Hubert and Raymond
Emmond, Roger
Gypsy Cafe
Halkett, Don (Martin York)
Lussier, Pierre
Sunbrock, Larry, and his Rodeo Show
Vic's Restaurant
POINTE-CLAIRE:
Oliver, William

QUEBEC:
Sunbrock, Larry, and his Rodeo Show

QUEBEC CITY:
LaChance, Mr.

ST. EMILE:
Monte Carlo Hotel, and Rene Lord

THREE RIVERS:
St. Maurice Club
Station CHLN

SASKATCHEWAN

REGINA:
Judith Enterprises, and G. W. Haddad

CUBA

HAVANA:
Sans Souci, M. Triay

ALASKA

ANCHORAGE:
Capper, Keith
Open House Club, and Bill Brown and L. D. McElroy, Owners

FAIRBANKS:
Casa Blanca, and A. G. Muldoon
Cowtown Club, and Thorton R. Wright, Employer
(Glen A. Filder (Glen Alvin) Johnson, John W.

HAWAII

HONOLULU:
Kennonson, Mrs. Ruth, Owner, Pango Pango Club
Thomas Pana Lake

WAIKIKI:
Walker, Jimmie, and Marine Restaurant at Hotel Del Mar

SOUTH AMERICA

BRAZIL

SAO PAULO:
Alvarez, Baltasar

MISCELLANEOUS
Abernathy, George
Alberts, Joe
Al-Dean Circus, F. D. Freeland
All American Speed Derby and King Brady and Steve Kelly
Andros, George D.
Anthe, John
Arnett, Eddie
Arwood, Ross
Aulger, J. H.
Aulger Bros. Stock Co.
Bacon, Paul, Sports Enterprises, Inc., and Paul Bacon

Ball, Roy, Owner. All Star Hit Parade
Baugh, Mrs. Mary
N. Edward Beck, Employer.
Blumfeld, Nate
Bologhino, Dominick
Bolster, Norman
Boserman, Herbert (Tiny)
Brandhorst, E.
Branstein, B. Frank
Bruce, Howard, Manager, "Crazy Hollywood Co."
Brydon, Ray Marsh, of the Dan Rice 3-Ring Circus
Buffalo Ranch Wild West Circus, Art Mix, R. C. (Bob) Grooms, Owners and Managers
Burns, L. L., and Partners
Bur-Ton, John
Capell Brothers Circus
Carlson, Ernest
Carroll, Sam
Cherney, Al and Lee
Cherney, Guy
Chew, J. H.
Collins, Dee
Conway, Stewart
Cooper, Morton
Dale Bros. Circus
Davis, Clarence
deLys, William
Devillier, Donald
DiCarlo, Ray
Drake, Jack B.
Eckhart, Robert
Edwards, James, of James Edwards Productions
Feehan, Gordon F.
Ferris, Mickey, Owner and Mgr., "American Beauties on Parade"
Field, Scott
Pinklestein, Harry
Forest, Thomas
Fox, Jesse Lee
Freich, Joe C.
Friendship League of America, and A. L. Nelson
Garnes, C. M.
George, Wally
Gibbs, Charles
Goldberg (Garrett), Samuel
Goodenough, Johnny
Gould, Hal
Gutire, John A., Manager, Rodeo Show, connected with Grand National of Mustogee, Okla.

Hewlett, Ralph J.
Hoffman, Edward F., Hoffman's 3-Ring Circus
Hollander, Frank, D. C. Restaurant Corp.
Horan, Irish
Horn, O. B.
Hoskins, Jack
Howard, LeRoy
Howe's Famous Hippodrome Circus, Arthur and Hyman Sturmak
Huga, James
International Ice Revue, Robert White, Jerry Rayfield and J. J. Walsh
Jarrett, W. C.
Johnson, Sandy
Johnson, Clifford
Jones, Charles
Kay, Bert
Kelson, Wallace
Kimball, Jude (or Romaine)
Kirk, Edwin
Kline, Hazel
Kosman, Hyman
Larson, Norman J.
Law, Edward
Leveson, Charles
Levin, Harry
Lew Leslie and his "Blackbirds"
Mack, Bee
Magee, Floyd
Magen, Roy
Mann, Paul
Markham, Dewey (Pigmeat)
Matthews, John
Maurice, Ralph
McCarthy, E. J.
McCaw, E. E., Owner, Horse Folies of 1946
McGowan, Everett
Meeke, D. C.
Merry Widow Company, Eugene Haskell, Raymond E. Mauro, and Ralph Paonessa, Managers
Miller, George E., Jr., former Bookers License 1129
Ken Miller Productions, and Ken Miller
Muelson, V.
Montalvo, Santos
New York Ice Fantasy Co., Scott Chalfant, James Blizzard and Henry Robinson, Owners
Olson, Buddy
Osborn, Theodore
O'Toole, J. T., Promoter
Otto, Jim

Ouellette, Louis
Patterson, Charles
Peth, Ira N.
Plau, William H.
Pinter, Frank
Pope, Marion
Raney, John W.
Rayburn, Charles
Rayfield, Jerry
Ree, John
Reid, Murray
Reid, R. R.
Rhappody on Ice, and N. Edw. Beck, Employer
Roberts, Harry E. (Hap Roberts or Doc Mel Roy)
Robertson, T. E., Robertson Roric, Inc.
Rogers, C. D.
Ross, Hal J., Enterprises
Salzman, Arthur (Art Henry) Sargent, Selwyn G.
Scott, Nelson
Shuster, Harold
Shuster, H. H.
Singer, Leo, Singer's Midger-Six Brothers Circus, and George McCall
Bert Smith Revue
Smith, Ora T.
Specialty Productions
Stevens Bros. Circus, and Robert A. Stevens, Manager
Stone, Louis, Promoter
Stover, Bill (also of Binghamton, N. Y.)
Stover, William
Straus, George
Summerlin, Jerry (Marra)
Sunbrock, Larry, and his Rodeo Show
Taber, Jacob W.
Taylor, B. J.
Thomas, Mac
Thomas, Ward
Travers, Albert A.
Walters, Alfred
Walner, Marie, Promoter
Ward, W. W.
Watson, N. C.
Weills, Charles
Wesley, John
White, Robert
Williams, Bill
Williams, Cargile
Williams, Frederick
Wilson, Ray
Young, Robert

UNFAR LIST of the American Federation of Musicians

INDIVIDUALS, CLUBS, HOTELS, Etc.

This List is alphabetically arranged in States, Canada and Miscellaneous

ALABAMA

MOBILE:
Cargyle, Lee and his Orchestra
Parks, Arnold

ARIZONA

DOUGLAS:
Top Hat Club

PHOENIX:
Fraternal Order of Eagles Lodge, Aerie 2957
Plantation Ballroom

TUCSON:
El Tanque Bar
Gerrard, Edward Barron

ARKANSAS

HOT SPRINGS:
Forest Club, and Haskell Heritage, Prop.

CALIFORNIA

BAKERSFIELD:
Jurez Salon, and George Benton

BEVERLY HILLS:
White, William B.

BIG BEAR LAKE:
Cressman, Harry E.

CARLSBAD:
Carlsbad Hotel

IONE:
Watts, Don, Orchestra

JACKSON:
Watts, Don, Orchestra

LAKE COUNTY:
Cobb Mountain Lodge, Mr. Montmarquet, Prop.

LONG BEACH:
Cinderella Ballroom, John A. Burley and Jack P. Merrick, Proprietors
Red Mill Cafe, and Dale C. Workman, Prop.
Tabone, Sam

LOS ANGELES:

Fouce Enterprises, and Million Dollar Theatre and Mayan Theatre

NATIONAL CITY:
National City Maytime Band Review

OCEANSIDE:
Town House Cafe, and James Cuzenza, Owner

PINOLE:
Pino's Brass Band, and Frank E. Lewis, Director

PITTSBURG:
Litrete, Bennie (Tiny)

PORT CHICAGO:
Bank Club, and W. E. Williams, Owner
Bungalow Cafe

RICHMOND:
Galloway, Kenneth, Orchestra

SACRAMENTO:
Capps, Roy, Orchestra

SAN DIEGO:
Black and Tan Cafe
Cobra Cafe, and Jerome O'Connor, Owner
Creole Palace
Fisherman's Union and Cannery Workers Local and their Hall
Town and Country Hotel

SAN FRANCISCO:
Freitas, Carl (also known as Anthony Carle)
Jones, Cliff
Kelly, Noel

SAN LUIS OBISPO:
Seaton, Don

SANTA ROSA, LAKE COUNTY:
Benzovous

TULARE:
T D E S Hall

UKIAH:
Forest Club
Vichy Springs

VALLEJO:
Vallejo Community Band, and Dana C. Glaze, Director and Manager

COLORADO

DENVER:
Fraternal Order of Eagles, Aerie 2063

LOVELAND:
Weisgate Ballroom

RIFLE:
Wiley, Leland

CONNECTICUT

DANIELSON:
Pine House

HARTFORD:
Buck's Tavern, Frank S. DeLuco, Prop.

MOOSUP:
American Legion Club 91

NORWICH:
Polish Veteran's Club
Wonder Bar, and Roger A. Bernier, Owner

SOUTH LYME:
Colton's Restaurant

DELAWARE

WILMINGTON:
Brandywine Post No. 12, American Legion
Cowan Lee and his Bill Billy Band

FLORIDA

CLEARWATER:
Crystal Bar
Flynn's Inn
Sea Horse Grill and Bar

CLEARWATER BEACH:
Sand ar

DAYTONA BEACH:
Marianique Club
Taboo Club, and Maurice Wagner, Owner

DELAND:
Lake Brestford Yacht Club

PORT MYERS:
Rendezvous Club

HALLANDALE:
Ben's Place, Charles Dreisen

JACKSONVILLE:
Standor Bar and Cocktail Lounge

KEY WEST:
Bahama Bar
Cecil's Bar
Downtown Club
Duffy's Tavern, and Mr. Szera, Owner
Jack and Bonnie's
Stopy Joe's
Starlight Bar

MIAMI:
Calypso Club, and Pasquale J. Meola

MIAMI BEACH:
Fried, Erwin

CONNECTICUT

FULLER:
Fuller's Bar

PENSACOLA:
Stork Club, and F. L. Doggett, (Owner)

PINECASTLE:
Scotchman's Beach

ST. ANDREW:
Mauie's Tavern

ST. PETERSBURG:
St. Petersburg Yacht Club

SARASOTA:
"400" Club

TAMPA:
Diamond Horseshoe Night Club,
Joe Spicola, Owner and Manager
Grand Oregon, Oscar Leon, Manager

GEORGIA

MACON:
Jay, A. Wingate
Lowe, Al
Weather, Jim

SAVANNAH:
Shamrock Club, and Gene A. Dea, Owner and Operator

IDAHO

BOISE:
Simmons, Mr. and Mrs. James L. (known as Chico and Connie)

PAYETTE:
Joe's Club, and Joe Morris, Prop.

LEWISTON:
Bollinger Hotel, and Sportsman Club

MOUNTAIN HOME:
Hi-Way 30 Club

OROFINO:
Veterans of Foreign Wars Club

PAYETTE:
Joe's Club, Joe Morris, Prop.

TWIN FALLS:
Radio Rendezvous

WEISER:
Sportsman Club, and P. L. Barton and Mussy Braun, Owners

ILLINOIS

BENTON:
Clover Club, and Sam Sweet, Owner

CAIRO:
The Spot, Al Dennis, Prop.

CHICAGO:

Kryl, Bohumir, and his Symphony Orchestra
Samszyk, Casimir, Orchestra

CHICAGO HEIGHTS:
Swing Bar

EAST ST. LOUIS:
Sportsman's Night Club

DARMSTADT:
Sinn's Inn, and Sylvester Sinn, Operator

FAIRFIELD:
Eagles Club

GALESBURG:
Carson's Orchestra
Meeke's Orchestra
Townsend Club No. 2

JACKSONVILLE:
Chalet Taverna, in the Illinois Hotel

MARISSA:
Triefenbach Brothers Orchestra

MT. VERNON:
Jet Taverna, and Frank Bond

NASHVILLE:
Smith, Arthur

OLIVE BRANCH:
44 Club, and Harold Babb

ONEIDA:
Rova Amvet Hall

STERLING:
Bowman, John E.
Sigman, Arlic

INDIANA

ANDERSON:
Adams Taverna, John Adams, Owner
Romany Grill

INDIANAPOLIS:
Udell Club, and Hardy Edwards, Owner

MISHAWAKA:
VFW Post 360

SOUTH BEND:
Bendix Post 284, American Legion
Chain O'Lakes Conversation Club
Downtown Cafe, and Richard Cogan and Glen Lutes, Owners
PNA Group 83 (Polish National Alliance)
St. Joe Valley Boat Club, and Bob Zaff, Manager

IOWA

BOONE:
Miner's Hall

BULLINGTON:
Des Moines County Rural Youth Organization
4th Quonset Building, Hawkeye Fair Grounds

CEDAR FALLS:
Armory Ballroom
Women's Club

COUNCIL BLUFFS:
Smoky Mountain Rangers

DUBUQUE:
Hunters Family Orchestra (formerly Ray Hanten Orchestra of Key West, Iowa)

FILLMORE:
Fillmore School Hall

PEOSTA:
Peosta Hall

SIoux CITY:
Eagles Lodge Club

ZWINGLE:
Zwingle Hall

KANSAS

CONCORDIA:
VFW Ballroom and Lauren Ball, Dance Chairman

MANHATTAN:
Fraternal Order of the Eagles Lodge, Aerie No. 2468

TOPEKA:
Boley, Don, Orchestra
Downs, Red, Orchestra
Viewwood Dance Pavilion

BALINA:
Rainbow Gardens Club, and Leonard J. Johnson
Wagon Wheel Club, and Wayne Wise
Woodman Hall, and Kirk Van Cleet

KENTUCKY

BOWLING GREEN:
Jackman, Joe L.
Wade, Golden G.

PADUCAH:
Copa Cabana Club, and Red Thrasher, Proprietor

LOUISIANA

LEESVILLE:
Capell Brothers Circus

NEW ORLEANS:
Five O'Clock Club
Forte, Frank
418 Bar and Lounge, and
Al Brenahan, Prop.
Fun Bar
Happy Landing Club
Opera House
Treasure Chest Lounge
SHERVEPORT:
Capital Theatre
Majestic Theatre
Strand Theatre

MAINE

LEWISTON:
Pastime Club
WATERVILLE:
Jefferson Hotel, and Mr. Shiro,
Owner and Manager

MARYLAND

BALTIMORE:
Knowles, Nolan F. (Actua
Music Corp.)
BLADENBURG:
Bladenburg Arena (America
on Wheels)
EASTON:
Starts, Lou, and his Orchestra
MASSACHUSETTS

CHICOPEE:
Palma D'Or Social and Civic
Club
FALL RIVER:
Duffie Theatre
GARDNER:
Florence Rangers Band
Heywood-Wakefield Band
GLOUCESTER:
Youth Council, YMCA, and
Hoyd J. (Chuck) Farrar,
Secretary
HOLYOKE:
Walsh's Inn
LYNN:
Pickfair Cafe, Binaldo Cbeve-
riani, Prop.
METHUEN:
Central Cafe, and Messrs. Yas-
bouni, Ericson and Gagnon,
Owners and Managers

NEW BEDFORD:
Polka, The, and Louis Garston,
Owner
SHIRLEY:
Rice's Cafe, and Albert Rice
SOUTHBRIDGE:
Pilsudski Polish Hall
SPENCER:
Spencer Pair, and Bernard
Beardon
WEST WARREN:
Quabog Hotel, Ernest Drow-
dall, Operator
WORCESTER:
Cordonia, Walter
Luce's-Poli Theatres
Memorial Auditorium
Theatre-in-the-Round, and Alan
Gray Holmes

MICHIGAN

ALCONAC:
Sud's Place
INTERLOCHEN:
National Music Camp
ISHPEMING:
Congress Bar, and Guido
Bonetti, Proprietor
MARQUETTE:
Johnson, Martin M.
MUSKEGON:
Circle B. Ranch, and Theodore
(Ted) Schmidt
NEGAUNEE:
Bianchi Bros. Orchestra, and
Peter Bianchi

MINNESOTA

DEER RIVER:
Hi-Hat Club
MINNEAPOLIS:
Miles, C. C.
Twin City Amusement Co., and
Frank W. Patterson
ST. PAUL:
Burk, Jay
Twin City Amusement Co., and
Frank W. Patterson
MISSISSIPPI

VECKSBURG:
Rogers' Ark
MISSOURI

KANSAS CITY:
Club Matinee
Coates, Lou, Orchestra
El Capitan Tavern, Marvin
Kug, Owner
Gay Pad Club, and Johnny
Young, Owner and Prop.
Green, Charles A.
McCl-O-Lane Ballroom, and
Leonard (McCl-O-Lane) Bob-
inson
POPPLAR BLUFF:
Lee, Duke Doyle, and his Or-
chestra "The Brown Bombers"
ST. JOSEPH:
Rock Island Hall
MONTANA

SHELY:
Alibi Club, and Alan Tank

NEBRASKA

HASTINGS:
Brick Pile
KEARNEY:
Fraternal Order of Eagles
LINCOLN:
Arcas Roller Skating Club
Dance-Mat
OMAHA:
Bachman, Ray
Dick Walters Attractions
Famous Bar, and Max
Deorough, Proprietor
Fochek, Frank
Marsh, Al
Melody Ballroom
Plaines Bar, and Irene Boleski

NEVADA

ELY:
Little Casino Bar, and
Frank Pace

NEW HAMPSHIRE

BOSCOWEN:
Colby's Orchestra. Myron Colby,
Leader
PITTSFIELD:
Pittsfield Community Band,
George Froese, Leader
WARREN:
Flanders' Orchestra. Hugh
Flanders, Leader

NEW JERSEY

ATLANTIC CITY:
Bogatin Cafe
Mosman Cafe
Surf Bar
RAYON:
Sonny's Hall, and Sonny
Montanez
Starke, John and his Orchestra
CAMDEN:
Polish-American Citizens Club
St. Lucius Choir of St. Joseph's
Parish
CLIFTON:
Boeckmann, Jacob
DENVILLE:
Young, Buddy, Orchestra
HACKENSACK:
Mancini's Concert Band,
M. Mancini, Leader
HACKETTSTOWN:
Hackettstown Fireman's Band
HOBOKEN:
Swing Club
JERSEY CITY:
Band Box Agency, Vince Gi-
cinto, Director
MAPLEWOOD:
Maplewood Theatre
MONTCLAIR:
Montclair Theatre
NETCONG:
Kiernan's Restaurant, and Frank
Kiernan, Prop.

NEWARK:
Falcon Ballroom
House of Brides
Liberty Hall
Slovak Sokol Hall
NEW BRUNSWICK:
Carlano, John
King, George S.
OLD BRIDGE:
Circle Inn
Van Brandt, Stanley, Orchestra
PASSAIC:
Blue Room, and Mr. Jaffe
Haddon Hall Orchestra,
J. Baron, Leader
PATERSON:
American Legion Band,
B. Seltini, Leader
Paterson Symphonic Band
St. Michael's Grove
ROCHELLE PARK:
Swiss Chateau
UNION CITY:
Blue Chateau

NEW MEXICO

ANAPRA:
Sunland Club
CARLSBAD:
Lobby Club
RUIDOSO:
Davis Bar
NEW YORK

BINGHAMTON:
Regni, Al, Orchestra
BROOKLYN:
Alphons Ina, Pete Mancuso, Pro-
prietor, and Carl Ranford,
Manager
Revolving Bar, and Mr. Alex-
ander, Prop.
BROOKLYN:
All Ireland Ballroom, Mrs.
Paddy Griffin and Mr.
Patrick Gillespie
BUFFALO:
Hall, Art
Lafayette Theatre
Wells, Jack
Williams, Buddy
Williams, Ossian
CATSKILL:
Jones, Stevie, and his Orchestra
COHOES:
Sports Arena, and Charles Gup-
till

COLLEGE POINT, L. I.

Muchler's Hall
ELMIRA:
Hollywood Restaurant
ENDICOTT:
The Casino
FISHKILL:
Cavaciani's Farm Restaurant,
Edw. and Daniel Cavacinni,
Managers
GENEVA:
Atom Bar
HARRISVILLE:
Cheesman, Virgil
HUDSON:
New York Villa Restaurant,
and Hazel Unson, Proprietor
KENMORE:
Basil Bros. Theatres Circuit, in-
cluding Colvin Theatre
KINGSTON:
Killmer, Earl, and his Orches-
tra (Lester Marks)

MAMARONECK:
Seven Pines Restaurant
MECHANICVILLE:
Cole, Harold
MOHAWK:
Hardie, Leslie, and Vineyards
Dance Hall
MT. VERNON:
Hartley Hotel
NEW YORK CITY:
Disc Company of America
(Arch Recordings)
Embassy Club, and Martin Na-
taley, Vice-Pres., East 57th St.,
Amusement Corp.
Norman King Enterprises, and
Norman King
Manor Record Co., and Irving
N. Beran
Morales, Crum
Paramount Theatrical Agency
and A. & B. Dow
Richman, William L.
Solidaires (Eddy Gold and Jerry
Isaacson)
Willis, Stanley
NOBOLSK:
Joe's Bar and Grill, and Joseph
Briggs, Prop.
OLEANS:
Wheel Restaurant
RAVENA:
VFW Ravena Band
ROCHESTER:
Lowe's Rochester Theatre, and
Lester Polack
Mack, Henry, and City Hall
Cafe, and Wheel Cafe
SALAMANCA:
Lime Lake Grill
State Restaurant
SCHENECTADY:
Top Hat Orchestra
SYRACUSE:
Miller, Gene
UTICA:
Russell Ross Trio (Salvatore
Coriale, leader, and Frank
Ficarro)

VALATIE:
Martin Glynn High School
Auditorium
VESTAL:
Vestal American Legion Post 89
WAVERLY:
Iron Kettle Inn, John Conley,
Owner
YORKTOWN HEIGHTS:
Chaket Restaurant, and Eric
Mier, Prop.

NORTH CAROLINA

ASHEVILLE:
Proper, Fitzhough Lee
KINSTON:
Parler, David
WILMINGTON:
Village Barn, and K. A. Lehto,
Owner

OHIO

AKRON:
American Slovee Club
ALLIANCE:
Lexington Grange Hall
AUSTINBURG:
Jewel's Dance Hall
CANTON:
Palace Theatre
CINCINNATI:
Cincinnati Country Club
Highland Country Club
Searmer Avalon
Summit Hills Country Club
Twin Oaks Country Club
DAYTON:
The Ring, Maura Paul, Operator
ELYRIA:
Palladium Ballroom
GENEVA:
Blue Bird Orchestra, and Larry
Parks
Municipal Building
HARRISBURG:
Harrisburg Inn
Hubba-Hubba Night Club
JEFFERSON:
Larzo's Circle L Ranch
LIMA:
Biliger, Lucille
MASSILLON:
VFW
MILWAUKEE:
Aady's, Ralph Ackerman, Mgr.

NEW LYME:

Fawn Ballroom
PIEPONT:
Lake, Danny, Orchestra
RAVENNA:
Ravenna Theatre
RUSSELL POINT:
Indian Lake Roller Rink, and
Harry Lawrence, Owner
TOLEDO:
Blue Heaven Night Club
VAN WERT:
B. P. O. Elba
Underwood, Don, and his
Orchestra
YOUNGSTOWN:
Shamrock Grille Night Club,
and Joe Stuphar

OKLAHOMA

OKLAHOMA CITY:
Bass, Al, Orchestra
Ellis, Harry B., Orchestra
Hughes, Jimmy, Orchestra
Orwig, William, Booking Agent
Palladium Ballroom, and Irvin
Parker
OREGON

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Fruit Dale Grange
SALEM:
Swan Organettes
SAMS VALLEY:
Sams Valley Grange, Mr. Pefley,
Grange Master

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Washington Band
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Egles Club
VFW Home Association,
Post 7654
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BEAVER FALLS:
VFW Post No. 48
White Township Inn
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Big Run War Memorial
Gymnasium
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Evan
BUTLER:
McGrade, Marcella
Nick's Inn
CARBONDALE:
Lotus Playground Drum Corps,
and Max Levine, President
CENTERPORT:
Centerport Band
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Valley Hotel
FORD CITY:
Atlantic City Inn
FREEDOM:
Sully's Inn
GIRARDVILLE:
St. Vincent's Church Hall
NEW BRIGHTON:
Bradys Run Hotel
NEW CASTLE:
New Castle Hotel, and Frank
Giammarino
NEW KENSINGTON:
Gable Inn
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Allen, James, Orchestra
Hortense Allen Enterprises
Dupree, Hiram
PITTSBURGH:
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Jim Passarella, Proprietors
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Baer, Stephen S., Orchestra
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Loyal Order of Moose No. 331
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SHAMONK:
Maine Fire Co.
SIGEL:
Sigel Hotel, and Mrs. Tillie
Newhouse, Owner
SUNBURY:
Shamokin Dam Fire Co.
TAREMONT:
Frazer Township Fire Hall
Italian-American Beneficial Club
Hall
WILKINSBURG:
Lunt, Grace
YORK:
14 Karat Room, Gene Spangler,
Proprietor
Reliance Cafe, Robert Klie-
kinst, Proprietor

RHODE ISLAND

NEWPORT:
Frank Simmons and his
Orchestra
WOONSOCKET:
Jacob, Valmore

SOUTH DAKOTA

SCOTLAND:
Scotland Commercial Club

TENNESSEE

BRISTOL:
Knights of Templar
NASHVILLE:
Hippodrome Roller Rink

TEXAS

ALICE:
La Villita Club
CORPUS CHRISTI:
Brown, Bobby, and his Band
The Lighthouse
Santikos, Jimmie
Tinan, T., and his Band
FORT WORTH:
Crystal Springs Pavilion, H. H.
Cunningham
PORT ARTHUR:
DeGrasse, Lenore
SAN ANGELO:
Club Acapulco
SAN ANTONIO:
Hancock, Buddy, and his
Orchestra
Rodriguez, Oscar

UTAH

SALT LAKE CITY:
Avalon Ballroom
Sutherland, M. F.

VIRGINIA

ALEXANDRIA:
Alexandria Arena (America on
Wheels)
Nightingale Club, and Geo.
Davis, Prop., Jas. Davis,
Manager
BRISTOL:
Knights of Templar
NEWPORT NEWS:
Heath, Robert
Off Beat Club
Victory Supper Club
RICHMOND:
Starlight Club, and William
Eddison, Owner and Operator
ROANOKE:
Kriach, Adolph

WASHINGTON

SEATTLE:
Tuxedo Club, C. Battee, Owner

WEST VIRGINIA

CHARLESTON:
Savoy Club, "Flo" Thompson
and Louis Risk, Operators
FAIRMONT:
Ametev, Post No. 1
Freside Inn, and John Boyce
Gay Spot, and Adda Davis and
Howard Weekly
West End Tavern, and A. B.
Ullom
KEYSTONE:
Calloway, Franklin

WISCONSIN

APPLETON:
Koching's Hall
ARKANSAW:
Arkansas Recreation Dance
Hall, George W. Bauer,
Manager
AVOCA:
Avoca Community Hall
BEAVER DAM:
Beaver Dam American Legion
Band, Frederick A. Parfrey
BLOOMINGTON:
McLane, Jack, Orchestra
BOSCOBEL:
Miller, Earl, Orchestra
Peckham, Harley
Sid Earl Orchestra
BROOKFIELD:
Log Cabin Cafe and Ball Room
COTTAGE GROVE:
Cottage Grove Town Hall, John
Galvin, Operator
CUSTER:
North Star Ballroom, and John
Bembenek
Truda, Mrs.
DURAND:
Wests Orchestra
EAU CLAIRE:
Conley's Nite Club
Wildwood Nite Club, and John
Stone, Manager
MENASHA:
Trader's Tavern, and Herb
Trader, Owner
MILWAUKEE:
Moede, Mel, Band
MINERAL POINT:
Midway Tavern and Hall, Al
Lavery, Proprietor
NORTH FREEDOM:
American Legion Hall
OREGON:
Village Hall
PARDESVILLE:
Fox River Valley Boys Orchestra

REWEY:
High School
SOLDIER'S GROVE:
Gorman, Ken, Band

STOUGHTON:
Stoughton Country Club, Dr.
O. A. Gregerson, President
TREVOR:
Stork Club, and Mr. Aide
WESTFIELD:
O'Neil, Kermit and Ray,
Orchestra

**DISTRICT OF
COLUMBIA**

WASHINGTON:
Club Nightingale
National Arena (America on
Wheels)
Star Dust Club, Frank Moore,
Proprietor
20th Century Theatrical Agency,
and Robert B. Miller, Jr.
Wells, Jack

ALASKA

ANCHORAGE:
Golden Nugget Club

HAWAII

HONOLULU:
49th State Recording Co.
Kewalo Inn
Kaneda's Food, and Seishi
Kaneda

CANADA

BRITISH COLUMBIA

VANCOUVER:
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ing Agency, Virgil Lane

MANITOBA

BRANDON:
Palladium Dance Hall

ONTARIO

AYR:
Ayr Community Centre
Hayseed Orchestra
BRANTFORD:
Silver Hill Dance Hall
CUMBERLAND:
Maple Leaf Hall
GREEN VALLEY:
Green Valley Pavilion, Leo
Lajoie, Proprietor
KINGSVILLE:
Lakeshore Terrace Gardens, and
Messrs. S. McManus and V.
Barrie
KITCHENER:
Park Haven Lake Casino and
Allison Brothers, Props.
NIAGARA FALLS:
Radio Station CHVC, Howard
Bedford, President and Owner
OSGOODE:
Lighthouse
OWEN SOUND:
Scott, Wally, and his Orchestra
ST. CATERINES:
Polish Hall
Polish Legion Hall
SARNIA:
Polish Hall
Polymer Cafeteria

TORONTO:

CREST:
Theatre
Lambert, Laurence A., and Na-
tional Opera Co. of Canada
Midford, Bert
Three Hundred Club
WOODSTOCK:
Capitol Theatre, and Thomas
Naylor, Manager
Pellow, Ross, and Royal Vaga-
bonds Orchestra
Park Haven Lake Casino, and
Allison Brothers, Props.

QUEBEC

BERTHIER:
Chateau Berthelet
BERTHIERVILLE:
Manoir Berthier, and Bruce
Cady, Manager
GRANBY:
Windsor Hotel
MONTREAL:
Gagnon, L.
Gauthier, O.
Gypsy Cafe
Mexico Cafe
Moderne Hotel
QUEBEC:
Canadian and American Book-
ing Agency
ST. JEROME:
Maurice Hotel, and Mrs. Bleau,
Proprietor

MEXICO

MEXICO CITY:
Marin, Pablo, and his Tipica
Orchestra

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Capell Brothers Circus
Kryl, Bohumir and his Symphony
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A. W. "Tone" Hartman, the hurdy-gurdy man.

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★★ "Nocturn," by Radie Britain, was performed recently in Mexico City by the Chamber Symphony Orchestra of the Palace of Fine Arts. The conductor was Luis Herrera de la Fuente.

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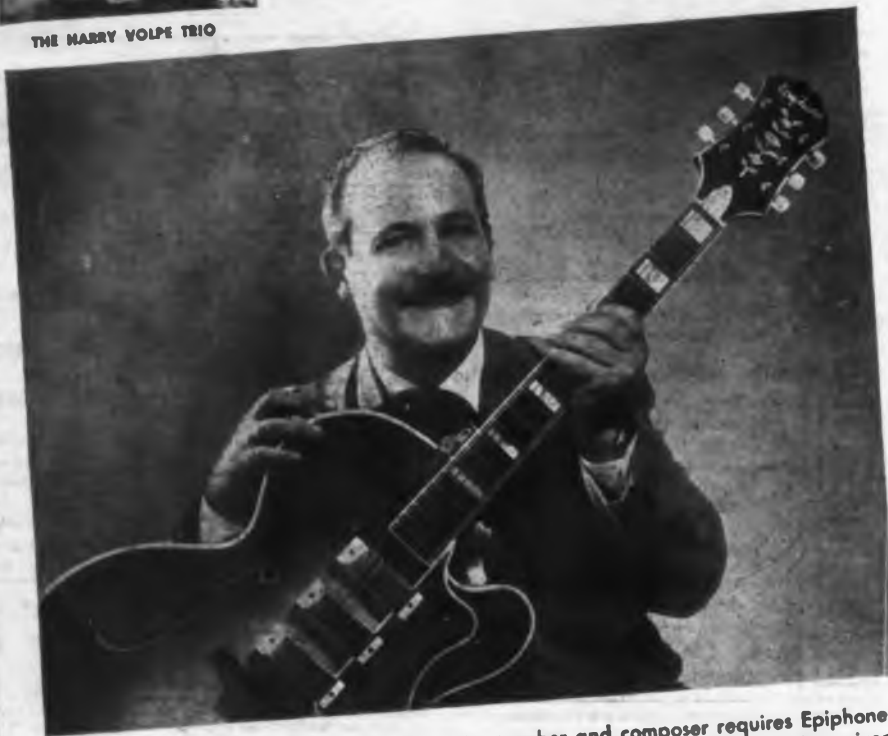
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