

Con brio

I here - by auth - or - ze the A - mer - i - can Guild of Vo - ca - list - s.

here - by so - on for them - sel - ves.

Vo - ca - list - s. An - swer me. What?

and I agree to be bound

Standing

By Lawrence G. Proulx

Just before my 30th birthday I decided to take singing lessons. The basics of music I knew, having spent my youth in a vain effort to learn to think in both hands at once at the piano. I knew nothing about vocal technique, but I did understand that I would have to sing only one note at a time, a simplicity I found encouraging. We started right at the beginning. My teacher, Diana Braak, told me to open my mouth wide enough to fit four fingers inside. She told me to open the back of my throat as if I had a piece of hot potato burning me there. She got me howling and moaning and hooting and said to forget about singing. "Singing is just howling," she said.

Gradually we started work on actual melodies. First I would have to open my mouth till it hurt, complaints about temporomandibular joint syndrome notwithstanding. Then I would howl. Then I would call the first line of the song in a loud speaking voice, as if to someone across a pond. Then the same thing with the melody, using the syllable "yo" or "la" or "ma." One of my housemates, I overheard from my bedroom, said it was like living with a walrus.

One day last June, after about three months of lessons, Diana suggested I audition for the chorus of the Washington Opera. She had heard they were going to use a different chorus for each opera and might be short of men. Besides, auditioning is good experience.

Lawrence G. Proulx, copy editor at Inquiry, recently hit a high B flat.

Up to the Fine Print

So three weeks later, I found myself sitting with a few other men at the Kennedy Center, listening to the faint sound of singers doing their arias behind the door of the rehearsal room. When the call came I followed Chorus Master William Huckaby into the room. The panel of high-nosed experts I had expected wasn't there; we were alone with the Yamaha upright. I sang "Per la gloria d'adorarvi," from everybody's first aria book, and "Where E'er You Walk," from Handel's opera *Semele*, which Mr. Huckaby graciously offered to transpose down to C major for me. He let me sing about half of the first and two lines of the other. My low notes (I'm a bass) were fine, but I still had a lot of work to do on the top. He asked who my teacher was and what sort of exercises she was having me do to help open up the head tones; I demonstrated some of my howls and hoots. He asked if I was a member of AGMA (the American Guild of Musical Artists) and told me I'd have to join in order to sing with the company. And that was it. He hadn't said I definitely had made it, but I left that place high as a coloratura.

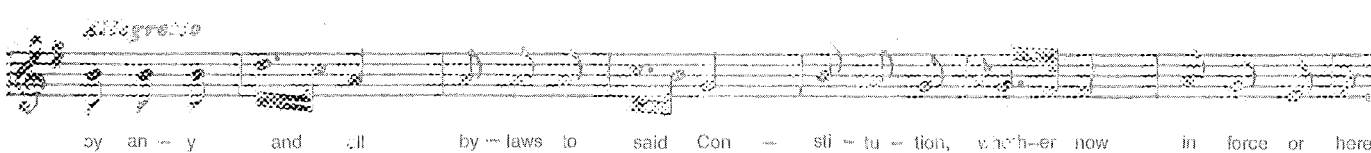
A month and a half later, my intercom at work buzzed. Addice Thomas was calling from the Kennedy Center. I tried to sound professionally casual. Hello. Yes, I was still interested. No, I didn't believe I had any conflicting obligations. Of course I'd be willing to join the union—whatever's necessary. She told me that I'd earn \$6.16 an hour for rehearsals and \$49 each for the five performances of *Rigoletto*. While I'd have done it for free, there was something very satisfactory about getting paid; it made me, however

prematurely, a pro. As soon as the phone clicked I barked with joy and filled my fellow workers in on the news. I'm singing at the Kennedy Center! They were justifiably incredulous. You mean at the entrance with your hand out?

Shop talk

I called up the AGMA representative in Washington, an attorney by the name of Joshua Kaufman. He was polite and friendly, explained some things about wage rates (after a year I'd be paid a bit more), and told me that I'd have to give the union \$100 as an initiation fee and about \$40 in annual dues. I don't suppose I have any choice about this? I asked, jestingly. No, he answered, but there were many ways in which the union benefited its members, as I'd see from the booklet he would send along with the union's application form. He told me to feel free to call if I had any questions.

A few days later there was an envelope in my mailbox with "The Washington Opera" in the upper left-hand corner. Inside was my contract—a magnificent, wholly convincing document, with writing in over a dozen type styles and sizes in white-green-pink triplicate. At the top of the pink copy were the two words, in bright red, "ARTIST'S COPY," and I liked the ring to that. Just below were the largest words on the page, "American Guild of Musical Artists," with the union's Broadway, New York, New York, address; somehow that address proved the whole thing's show-biz authenticity. The first page stated the basic contract between the opera company and me, what I would do when, and what I'd be paid.



On the back there was a lot of small print that seemed like irrelevant legal technicalities. A few things caught my eye, though. For instance: "The ARTIST hereby warrants that he is a member of AGMA in good standing and that he will remain so for the duration of this contract, and the ARTIST and the EMPLOYER hereby jointly and severally agree that the ARTIST's obligations hereunder are subject (1) to the ARTIST's prior obligations to AGMA as a member thereof, and (2) to AGMA's Constitution, By-Laws, and Rules and Regulations as they now exist or as they may hereafter be amended."

Well, the opera people knew I wasn't already a member of the union, but what were my "obligations to AGMA as a member thereof"? I didn't know. There was also a warning in the box headed "IMPORTANT": "All AGMA RULES which are in force at the time this contract is entered into are part hereof. The EMPLOYER and the ARTIST should keep themselves advised of AGMA RULES posted on the bulletin board in the AGMA office. The Basic Agreement between AGMA and the above Employer may contain modifications of the Standard Agreement. Check with AGMA before you sign this contract."

I didn't like this at all. This contract clearly bound me to a lot of bylaws, rules, and regulations I didn't even know. And I couldn't know them all, since the contract bound me to them "as they may hereafter be amended." It seemed like they were asking me to agree to an awful lot just to sing in one opera.

The people I work with at *Inquiry* magazine, a libertarian monthly, certainly had an opinion about unions: unions are illegitimate organizations to the extent that they get power through unfair laws or intimidation; they help their members at the expense of consumers and non-union workers. When I showed them the contract they said, Well, that's the way unions work. If you don't like it, why not call the Right to Work Committee? Headquartered in Virginia, the committee propagandizes against compulsory unionism and provides free legal support to workers who resist joining. Its motto, I assumed, was *Divide ut regnes*. Still, it wouldn't hurt to call.

The Right to Work lawyer hadn't listened to more than a couple of words of the contract before he interrupted with, "That's an illegal contract." He went on to say that, assuming this con-

tract was not exempt from the provisions of the National Labor Relations Act of 1935 (the Wagner Act), as are contracts of workers in railroads, agriculture, domestic service, and a few other fields, its saying that "the ARTIST warrants that he is a member of AGMA in good standing" made the company, in effect, a "closed shop," which the law forbids. "Union shops" are legal, he said, making what to me seemed a fine distinction: in a union shop a worker must join the union within 30 days of hire. But even this requirement had been interpreted by the courts to mean simply paying an initiation fee and periodic dues. So the requirement that I join the union wasn't enforceable. He suggested that I cross out the clause and write in that I intended to be an "agency fee-payer," that I would pay them what the law required, but that I would not become a member.

I thanked him for his advice but didn't take it. This opera job was an extraordinary bit of luck for me. I was barely qualified for it. I didn't want to start off with a wrangle over legal technicalities. I disliked the terms, but I decided to sign the contract. I wanted to get it back to the company before they changed their minds.

Sign for your supper

The moan, or grunt, Diana was telling me, is the basis of support for the howl. Lift a heavy box and you'll find your abdominal muscles contracted very nicely for making a loud sound; their action in singing is similar. Trouble was, the more moan I got, the less the sound resonated in my head, and integrating head tones into my usual pure chest voice was our principal goal. So we would forget about the support for a while, and I'd sing five-tone scales in falsetto. Then we'd modify the falsetto into a soft, breathy hoot. And sometimes we could take that one step further and combine the hoot with the chest voice. That integration was the goal. It might take a year to learn, maybe longer, maybe less, but it was fundamental. And after that, of course, one still had to learn to sing music. Diana was full of encouragement: "The whole process takes about seven years."

Meanwhile, a union application form arrived from Joshua Kaufman. The words of the application took me somewhat aback: "I hereby apply for membership in the American Guild of Musical Artists, Inc., and agree to be bound by each and every provision contained in the Con-

stitution of the American Guild of Musical Artists, Inc., by such amendments to said Constitution as may hereafter be made, by any and all by-laws to said Constitution, whether now in force or hereafter enacted, and by any and all rules and regulations adopted by the Board of Governors of the American Guild of Musical Artists, Inc., whether now in force or hereafter amended, enacted or adopted. I agree that the said amendments, by-laws, rules and regulations are binding upon me as of the date of their lawfully taking effect, regardless of the rights, if any, vested in me prior to such date.

"I hereby authorize the American Guild of Musical Artists, Inc., to be my exclusive agent for collective bargaining purposes in any matter dealing with Opera, Concert, Recital and Ballet or in any other matters within the jurisdiction of the American Guild of Musical Artists, Inc."

I'm no lawyer, but whoa! there sure was a mouthful of agreements piled into those three sentences. "...each and every provision..."? "...whether now in force or hereafter enacted..."? "...regardless of the rights, if any, vested in me prior to such date..."? Well, it was still only early August; rehearsals weren't to begin until September 26. No need to rush things.

I worked hard on my voice lessons that next month, knowing that the opera, once begun, would be a distraction; there would be new music to learn, words to memorize, entrances, exits, and cues to get down. I was slowly learning to keep the soft palate high and the larynx low, without balling up the tongue in the back of my mouth. Diana said that, as with many students, jaw tension and tongue tension were my two biggest obstacles. As long as they were present there would never develop a good, consistent tone, nor could vowels or consonants be clearly made. Stretching was the most important prescription. There was also an exercise for separating the movement of the tongue from the jaw—making repeated "la" sounds, without biting at all, in eighth notes, eighth-note triplets, then sixteenth notes. Ideally the generation of the sound, in the larynx, would become entirely independent of the shaping of the sound, in the mouth.

My two housemates had grown accustomed to the sound of my practicing every day as they prepared for work. And my friends at the magazine tolerated a lot of it, though I once was asked to cut it down right after a visit from a member of the board of directors. I had settled

into a comfortable routine, was thinking about investing in a stereo, and coming to regard 1990, the seven-year mark, as not really so far away after all.

But as September rolled around I started thinking more and more about that application form. It wasn't the idea of joining a union that bothered me, but the arrogance of the agreement, which the union seemed to assume no one would ever bother to read. Such arrogance is nothing unusual: think of the elaborate agreements we make when we buy ourselves an insurance policy, take out a bank account, or ride on an airplane. In each case, we sign our names to documents that contain all sorts of conditions that we scarcely, if ever, take the time to notice. And yet these agreements can affect our lives in profound ways.

The union was asking, in effect, for a blank check. They wanted me to sign myself over to them completely. If I were buying a house, I certainly wouldn't sign a mortgage agreement stating I'd be bound by whatever terms the banker cared to add later on. I don't know who would. I wanted to sing; I was grateful for the chance. I was willing to pay them the money. But did I also have to join an organization whose future claims upon my loyalty seemed so broadly defined?

On September 12, two weeks before rehearsals were scheduled to begin, I called the National Labor Relations Board and talked to Angela Anderson, a resident officer. She told me that all the union could legally require was an initiation fee and dues, so long as its basic agreement with the opera company fell under the jurisdiction of the National Labor Relations Act. While she was nearly certain that it did, she told me that I should make sure by getting a look at the agreement's "union security" clause. Either the AGMA office or the opera company could show it to me.

I then called Joshua Kaufman and asked if I could get a copy of the union's constitution and basic agreement. "Why would you want them?" he asked, sounding puzzled; no one had ever asked him for them before. "Well," I said, "the application says I'm agreeing to all these things, and I don't even know what they are; would you sign a contract without knowing its terms?" This he found reasonable. He recommended that I call the New York office for a copy of the constitution and advised me that the "letter of modification" would probably be more informative than the basic agreement itself.



Since he'd been agreeable this far, I decided I might as well tell him that I was reluctant to sign the application. Suppose I paid the money without actually joining the union. "You can't sing without joining the union. . . . It's a closed shop," he said. The Washington Opera couldn't hire anyone who wasn't a member. "But doesn't this come under the National Labor Relations Act?" I asked. "Of course," he said. Well, a woman at the NLRB told me that courts had ruled that only payment of dues could be required. He said that was only in states with right-to-work laws and the District of Columbia has no such law. If I just sent in my check and indicated that I refused to agree to the union's rules, he said he imagined the union would go to Mr. Gary Fifield, the company's managing director, and tell him I was not a member in good standing and that Mr. Fifield would then dismiss me. He pointed out that the basic agreement between the company and the union said that all chorus members had to be "members in good standing"—it didn't just say that they had to pay dues.

The next day I called the NLRB again and spoke to a friendly staff attorney who told me that only failure to tender fees and dues could justify dismissal, so long as the National Labor Relations Act covered it, which it probably did. But, to make sure, he said, I should get a look at the union security clause of the basic agreement. I then called AGMA and had them send it to me. And following Kaufman's advice, I also asked for a copy of the constitution; the woman I spoke with insisted that they don't give it out until they receive the application. She did agree to send me a copy of the basic agreement; as for the letter of modification, she said they didn't have many copies but she'd send one if she had any extra.

By Friday, September 16, I was very discouraged. Rehearsals were to begin in just over a week, a week I had long planned to spend on vacation at my parents'. A decision had to be made. Kaufman had told me the union would protest if I didn't sign the application form. The NLRB and the Right to Work Committee had told me I probably didn't have to sign, but it all depended on what the basic agreement's union security clause said. If it came down to signing or not singing, I knew I wouldn't give up the job. I wanted to sing, and I didn't want to gamble on what the NLRB thought probable. I felt sadly resigned to my approaching surrender.

Almost resigned, I decided to try the Right to Work Committee again. I was put through to Jeff Wedekind, one of the attorneys of their Legal Defense Foundation. I told him my situation. "You can be required to pay dues," he said, "but that is all." The National Labor Relations Act certainly covered the matter. He suggested that I write to the union and say that "I do not agree to formally become a member." We talked some more, and as I told him of my conversation with Kaufman he interrupted me: "Theoretically, you could call the NLRB and file a complaint right now, because Kaufman had no right to suggest that you'd be fired if you didn't sign the application form." He read to me from a Supreme Court case: "Under the second proviso to Section 8 (a) (3), the burdens of membership upon which employment may be conditioned are expressly limited to the payment of initiation fees and monthly dues." Though workers can be required to pay, every worker has the freedom to choose whether or not to join a union.

At Wedekind's suggestion, I wrote a letter to AGMA headquarters in New York, recounting my conversation with Kaufman and my objections to his remarks. Here's my check for the initiation fees and dues, I wrote, and let's not have any more trouble. I let them know that I thought it was unsporting of them to refuse to show me their constitution even as they insisted I agree to abide by it.

After I mailed the letter, though, I started to think about how much I'd relied on the unchecked advice of someone I scarcely knew. I had wagered my operatic future—well, who knows?—on a Supreme Court case I'd never even read. I saw no more reason to trust the Right to Work Committee than I did to trust the union; I wasn't going to be the sacrificial lamb for anybody's ideology. I wanted to read for myself what the law said my rights and responsibilities were. First order of business, then, for my own peace of mind, was to see that case. Fortunately, the Library of Congress is close by my office.

National Labor Relations Board vs. General Motors Corporation (373 U.S. 734, 1962) dealt with a different labor issue altogether. As I read it I started to fear the worst: Had I been misled by anti-union fanatics into throwing away the chance of a lifetime? I kept reading, seeing no relationship there to my case, when all of a sudden a dictum appeared out of the blue: "If an employee in a union shop unit refuses to respect

Whenever we take out an insurance policy, buy an airplane ticket, or join a union, we are asked to sign our names to documents that we often don't read, let alone understand.



any union-imposed obligations other than the duty to pay dues and fees, and membership is therefore denied or terminated, the condition of 'membership' for Section 8 (a) (3) purposes is nevertheless satisfied and the employee may not be discharged for nonmembership even though he is not a formal member."

Here, in a decision 21 years old, was unequivocal, explicit contradiction of Kaufman's statements. Either he had been ignorant of the law, or he had lied to pressure me into joining. Whichever, it now seemed that I had little to fear from AGMA.

I was in Rhode Island the following Tuesday when a long-distance call came from one of my housemates. A large envelope had arrived from the union headquarters containing a copy of the basic agreement. Another envelope contained a short letter from Kaufman: "I received your letter September 16, 1983. [Sic.] In it you totally misconstrued the informal conversation we had, and thoroughly misrepresented my statements, as well as the union's position." When I returned to Washington I took my first look at the union security clause, the cause of so much of my insecurity two weeks before: "All employees covered by this agreement and hired on or after the date this agreement is executed shall within thirty (30) days following the beginning of such employment, become and remain members in good standing of AGMA." Membership and Good Standing as used in this paragraph shall mean the tender of AGMA's uniformly required initiation

fees and periodic dues."

There it was in black and white. My position didn't even depend on that Supreme Court case. Not only was the distinction that Kaufman had pointedly drawn between merely paying fees and dues and actually being a "member in good standing" nonexistent, but the agreement was clearly written so as to leave no doubt about the matter.

In a couple of days a letter arrived from AGMA, New York, signed by Gene Boucher, the union's president: "We are in receipt of your letter with check and enclosure. If it is your wish not to become a member of AGMA, the payment made (without application) is adequate fulfillment of our contractual requirements to sing with Washington Opera. I regret that there was any misunderstanding between yourself and our Washington representative. We do not follow a policy of 'closed shop.'"

Well, it just goes to show you. Sometimes it pays to talk back. I suspect that far too often in life we agree to do things simply because no one expects us to read the fine print. I had no grudge to bear against AGMA. But whether through clumsiness or callousness, they had just asked for too much from me in that application form. Fortunately the law was on my side. My modest victory had saved me a bit of self-respect, and I doubt it cost the union anything at all.

The last detail to record is that on the evening of the first rehearsal, Joshua Kaufman was introduced to the members of the *Rigoletto* chorus to conduct an election of two representatives. He started explaining that all singers had to join the union, corrected himself, and said that "technically" all you had to do was pay fees and dues. So, if anyone had a "philosophical problem . . . by the way, is Larry Proulx here?" I raised my hand. You are not a member, right? Unsure of his intention, I answered that I had paid my fees and dues already. Then he said he just wanted to make sure that I didn't vote in the election if I wasn't a member. He turned back to the group: "You see, some people do have philosophical problems . . ." The voting took place and he left, and a delightful two months of rehearsals and performances began, during which no one once mentioned my "philosophical problem" again. Ingvar Wixell, Denes Gulyas, Elizabeth Knighton, and I moaned and howled every night to full houses and appreciative reviewers. ■

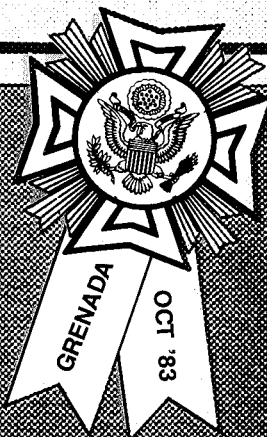
TIDBITS AND OUTRAGES

But of course, they're used in diet cola.

The attorney for Ronald C. O'Bryan, who was executed by injection on March 31, had sought a stay from the U.S. District Court in Washington, D.C. on the grounds that the drugs to be used for the execution had not been approved as safe and effective by the FDA.

A food service specialist in Fairbanks who was left off the list is filing a complaint with the Meat Systems Protection Board.

The Army awarded \$4.2 million to Americans involved in the invasion of Grenada. Seven thousand officers and enlisted soldiers participated in the invasion.



They are worried, however, that the FTC may make them substantiate their claims.

Paul Harper, the immediate past chairman of the American Association of Advertising Agencies, recently observed that "a significant portion of the American public feels that advertising—on television especially—is exaggerated or misleading." To remedy this problem, the trade group has launched an advertising campaign.

Next month they're doing an analysis of a stool sample.

Congressional testimony from Paul Volcker recently was taped by a reporter for a financial newsletter and subjected to a voice-stress analysis. The newsletter reported that the analysis showed Volcker wasn't as worried about inflation as he let on, and might loosen up the money supply in the spring.

They'll settle for custody of the placekicker.

J. Robert and Mildred C. Sachse of Towson, Maryland, have filed a \$30 million class-action suit against Robert Irsay, owner of the Baltimore Colts, for moving the football team to Indianapolis. The couple's grounds for the suit are "severe emotional distress."

Salvation guaranteed or your money back.

At Church of Christ, New Orleans, a minister is now selling a new religious book called "The Book of Prayer." The book is available for \$1.99. The book is available for \$1.99.



The owner's message directly to God's care. "A company spokesman said, 'You simply write your problems or desires in a pre-printed prayer sheet, drop the prayer in the box, and let God take over.'"

Who says it's not a contact sport?

Tennis star Vitas Gerulaitis has established a special foundation that last year sponsored tennis clinics for 30,000 children and gave away 12,000 tennis racquets. "The idea is to introduce kids to tennis because it's a lifetime sport and a great way to meet people and make contacts," Gerulaitis told *The New York Times*.

Apple and IBM have dispatched salesmen to Chino and Sing-Sing.

Duncan McKenzie, a convict in Montana, recently had a personal computer installed in his six-by-nine-foot cell to keep track of his appeals. "Since I do a lot of legal work both on my appeal and in other areas of legal research, I have a rather large amount of material here in my cell," he explained in a letter to the *Great Falls Tribune*.