



# The Dallas/Fort Worth MUSICIAN

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The Dallas/Fort Worth Professional Musicians Association • [www.musiciansdfw.org](http://www.musiciansdfw.org)

Jan. - March 2006

## Festivals sparkle with 20 years of Union talent

Local 72-147 will celebrate more than twenty continuous years of festival music making when the two largest free-to attend outdoor arts events in North Texas convene in April.

Hundreds of Local 72-147 musicians will transform sidewalks, streets, parking lots and recreational areas in downtown

Fort Worth and in Denton's Civic Center Park into showcases of continuous live entertainment for the twenty-first edition of Fort Worth's Main Street Arts Festival and for the twenty-second annual Denton Arts and Jazz Festival in Denton.

Over 600,000 people are expected to attend the two events, scheduled during the last two weekends in April.

Main Street in Fort Worth will run four days, from 11:00 a.m. to midnight daily, Thursday April 20 through Sunday April 23. The Denton festival will begin at 5:00 p.m. Friday April 28 and conclude at 10:00 p.m. Sunday April 30.

Local 72-147 will produce and manage some 130 musical performances for the two events. More than 100 of them are funded in part by U.S. recording companies through the Music Performance Fund (formerly the Music Performance Trust Fund).

Festival attendees will enjoy a continuous program of Union talent performing a wide range of styles, including small group and big band jazz, blues, western swing, bluegrass, alternative and original rock, Dixieland, and more.

The Main Street Festival in Fort Worth was created in 1986 on the occasion of the Texas Sesquicentennial and was intended to serve as a gift to the entire city from its sponsors. The event has achieved national acclaim and is now the second most attended

(See *FESTIVALS* on page Six)

## Dues Payments Now Accepted Online

For the first time in the Union's 100-year history, members who want the convenience of paying their membership dues by credit card can do just that – safely and securely through the online services of PayPal, a global internet financial services company.

Members can choose to pay dues immediately using credit or debit cards, in a manner that is quicker than sending checks or money orders. New members can pay initiation fees and suspended members can reinstate online.

Payment can be sent anytime from any location, as long as the member has access to the Internet and has a valid email address.

Working with PayPal, Local 72-147 can now accept credit cards, debit cards and more, and members do not need to have a PayPal account to make payments – just an email address. Its private, fast and secure.

Members can make online payments by going to [www.musiciansdfw.org](http://www.musiciansdfw.org) and clicking the 'Pay Dues Online' button. Fill in the online invoice request form and push the 'Submit' button. Local 72-147 Secretary-Treasurer Ken Krause will receive your request by email, and an invoice will follow by return email with a secure online link to PayPal and instructions about how to complete the payment.

Your online payment is deposited directly into our account. An emailed receipt is immediately provided to you and your hard copy receipt, membership card and any other materials are forwarded by regular mail.

The new online payment option was approved by Local 72-147's Executive Board in March 2006. PayPal's service builds on the existing financial infrastructure of bank accounts and credit cards and utilizes the world's most advanced proprietary fraud prevention systems to create a safe, global, real-time payment solution.



*CANDYWILLIAMS*, above center, performs as lead vocalist with Denton-based Panhandlers Steel Drum Band. She is flanked by steel drummers *MIKE HERNANDEZ*, left, and *STEVE MCDONALD*, right. The group performs at the Denton Arts and Jazz Festival at 4:30 pm Saturday, April 29 on the Courtyard Stage.

# THE PRESIDENT'S MESSAGE

## *New improvements to be found at [www.musiciansdfw.org](http://www.musiciansdfw.org)*

If you haven't visited Local 72-147's web address lately, please go to [www.musiciansdfw.org](http://www.musiciansdfw.org) and take a look around. We've been working hard to modernize our internet home and provide web-based features that improve our ability to communicate with members, to administer our workplaces, and to advertise and promote the finest musicians in the world.

As you open our home page, you'll find a column of buttons on the left side of the page that link to important new features such as on-line dues payment, and an exciting option that opens new graphics for AFM Entertainment, Local 72-147's web-based booking and referral service.

Here is a capsule view of our newest website improvements as well as another look at features we implemented during recent months.

Click the **'Pay Dues Online'** button and you'll have the option to pay your dues or pay enrollment fees by credit card through PayPal. The button will open your browser to an email form that, when submitted, will send Local 72-147 Secretary-Treasurer Ken Krause a request for an on-line dues invoice. The requested invoice will follow by return email with a secure link to PayPal with instructions about how to finalize your payment. All you need is access to a computer, an email address and a valid credit or debit card and you'll have a convenient, fast and secure method of paying dues. Your payment is deposited directly into our account, an emailed receipt is provided immediately and your hard copy receipt, membership card and other materials are forwarded to you via regular mail.

Click the **'Browse Bands'** button and you'll see and hear how AFM Entertainment is working to showcase Local 72-147's vast array of talent to prospective purchasers of music through a web-based on-demand menu of musical styles. The button links to our AFM Entertainment home page, where you'll see a visual parade of affiliated solo acts, ensembles and self-contained groups moving across the page. Click on any moving photo and you'll find yourself redirected to our in-house web page for that particular act or group, where AFM Entertainment presents a short bio and

music clips of the group to the viewer. Mouse over the list of musical styles beneath the procession of photos and the drop-down boxes will immediately display the list of acts in that style to be found on our site. Click on a group name and you're connected to the group's page at AFM Entertainment. Buyers can now browse and select any of nearly 150 acts for their event – with more variety and certainly more professionalism than any other source of talent in this area. If you want to be included in our on-line showcase, call or email the Union office for details. If you have a photo, a bio and sound files, we can add you to the roster quickly and easily.

Click the **'Members' Private Area'** for access to the online library and membership directory. If you're looking for a copy of the most up-to-date FWSO collective bargaining agreement, if you want the latest wage scales and conditions for miscellaneous casual, show,

or cultural engagements, or if you need the current contact information for any Local 72-147 member, you'll find it in the members-only section of our site. You'll be required to register and log in with a password, and we'll be available by phone to help you in the event of any difficulty with private area registration. For members who have yet to connect to the internet, a hard copy listing of members with their contact information and instrument listing is available by request.

As the internet evolves and the appetite for web-based communication increases, Local 72-147 will look for additional ways to optimize our online presence in an effort to preserve the workplace interests and promote the talent of the finest musicians in the world.

Click the **'Newsletter'** button and you'll see this edition in living color.....



*Ray Hair*



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[www.musiciansdfw.org](http://www.musiciansdfw.org)

MIKE KENNEDY, *Casual/Club Date Organizer*

# NOTES FROM KEN . . .

## PayPal

You asked for it – you got it! Several of our members have asked me from time to time if they could pay their Union dues

by credit card. We have not been in a position to accept credit card payments until now. We had some good reasons for not wanting to accept credit card payments, most notably the increased expense to the Union. In order to accept all of the different credit cards out there, we would have to take on an additional expense in the way of transaction fees and annual gateway fees for each credit card company we wanted to be affiliated with.

We then hit upon a slightly different idea – allow members to make dues payments by way of PayPal. I'm sure many of our membership have heard of PayPal, especially any of you who do business on E-bay. PayPal acts like a bridge between the party wanting to pay by way of credit card or bank draft (in this case the Union member), and the party owed (the Union). PayPal accepts all major credit cards or allows for payment by way of bank debit. There is a transaction fee passed on to the payee (the Union), but it does not contain any annual gateway fees. From an economic standpoint it is much more manageable for the Union.



**KEN KRAUSE**

After a payment is made PayPal deposits the funds into the Union's account, minus their fee. The Union is notified right away of the payment that has been made, and by whom it was made. At the same time PayPal issues a receipt to the payer. PayPal accepts the responsibility of keeping payer's credit card or bank account number secure. The Union does not receive any information regarding the member's credit card or bank account number.

How it works. You do not have to have a PayPal account, but you must have access to the Internet and a valid e-mail address. You can request an invoice for dues owed from the Union by clicking on a button on our website, or by simply calling or e-mailing me directly at [kkrause@musiciansdfw.org](mailto:kkrause@musiciansdfw.org). You will then be sent an e-mail with the invoice for dues owed, that will include a PayPal button. You simply click on that button and it takes you to PayPal's website where you can make a secure payment. After your payment has been received and we have been notified, we will mail a hard copy of your receipt and Union card, or any other appropriate materials.

Accepting payments through PayPal will make for additional processing and book keeping here in the Union office. Due to that fact and the additional transaction fees we will be charged by PayPal, the Union will add a processing fee to the invoice for those who wish to utilize this service.

We hope this added service will be of benefit to our membership. If you have any questions concerning this or any other method of dues payment don't hesitate to give me a call here at the Union office.

### MUSICIANS FEDERAL CREDIT UNION

"WHERE PEOPLE ARE WORTH  
MORE THAN MONEY"

PHONE: 817-469-6040  
FAX: 817-469-1448

1939 STADIUM OAKS COURT  
SUITE 110  
ARLINGTON, TX 76011

## NEGOTIATIONS ROUNDUP

### *A capsule view of talks in Progress*

**The Dallas Opera.** The Dallas Opera Orchestra contract expires May 31, 2006. The Union and the Opera company will open negotiations for a successor collective bargaining agreement this spring. The Union has requested comprehensive financial information for the employer in order to formulate proposals. The negotiating team includes Kristin Van Cleve, Jimmy Clark, Forest Aten, Joe Ferraro and Stuart Williams.

. . .

**Richardson Symphony Orchestra.** The two-year agreement negotiated in 2004 will expire August 31, 2006. The musicians will elect committee representatives this spring who will assist the Union in negotiating a successor collective bargaining agreement.

*The Name of the*  
**Dallas Bach Society**  
was placed on the AFM's  
**INTERNATIONAL UNFAIR LIST**  
on November 17, 2004

AFM bylaws provide for fines not exceeding \$50,000 and/or expulsion for members who render musical services for organizations, establishments, or persons who have been placed on the International Unfair List.

# Union exposes agency rip-off, saves gig for band

*Me and My Monkey* is a popular Fort Worth-based Beatles tribute band, led by George Jara. George was shocked when he reviewed the proposal he received from a Dallas booking agency in February for a July show in Keller, Texas.

"Instead of a contract, the agent sent us a 'work order' with a bunch of ridiculous provisions in it," said Jara, a guitarist who plays the role of George Harrison with the band. "We couldn't believe what we saw, that any agent would go that far," he said. "We went to the Union for help."

A quick look by Local 72-147 at the document in question revealed that it was *anything but* a legitimate engagement contract. Instead of an agreement between the band and the venue, as a contract should be, the agency 'work order' sought to tie the band exclusively and directly with the agency, in a clumsy attempt to create a firewall between the band and the true purchaser of the music – the venue.

In the case of *Me and My Monkey* and their Keller show, the agent was trying to pull the oldest trick in the book – a scheme known as 'double contracting'.

An unscrupulous booking agency double contracts when it has two sets of agreements for the same engagement. In the most common example of this scheme, an agency will try to buy the date from the band on one side as if the agent



**SHOWN, left to right above, are Local 72-147 members Paul Sacco, George Jara, Michael Daniel and Rodney Bollinger. They perform together as Me and My Monkey, a popular Beatles tribute band.**

were the venue. The agency will seek to load the band's agreement with all sorts of self-serving rules, usually with a restriction about dealing directly with anyone from the venue. Then, the same agency seeks to contract with the venue on the other side as if it were the provider of the service, usually with an excessive commission margin built in, and usually with restrictions prohibiting the venue from dealing directly with the band.

The questionable 'work order' contained the following unacceptable provisions:

- Talent NOT to pick up or ask for money at event.
- Band to pick up check from agent the week after event – No exceptions!
- Neither Band nor Venue can deal direct for two years after event.
- Band will pass out agency material and cards at event. Distribution of any Band promotional materials will result in forfeiture of pay.
- Band must provide agent with proof of liability insurance.

- Agency may cancel engagement by email with 30 days notice.

- Band cannot eat, drink or smoke in sight of venue personnel or guests.

- Band must provide music before and after performance.

As requested by the band, Local 72-147 president Ray Hair contacted the agent and offered to confirm the proposed date, subject to the withdrawal of the 'work order' and receipt of an AFM engagement contract signed by the venue. The band offered the agent a reasonable commission to confirm the date.

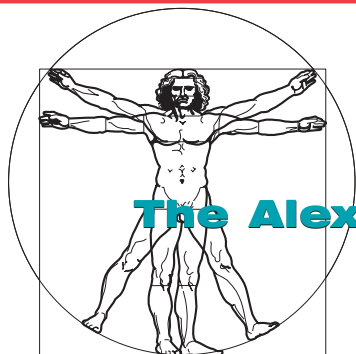
When the agent asked why the band was refusing to sign and return the 'work order', Hair replied, "No self-respecting musician would ever agree to it."

After the agent declined to provide a legitimate contract and accept a reasonable commission for the date, Local 72-147 contacted the venue directly and booked the date for *Me and My Monkey*. The venue promptly signed and returned the band's AFM contract along with a 50% deposit.

"When we called the venue, the representative advised us that the agent had demanded a 100% deposit six months in advance of the date, and the venue was very uncomfortable with that."

"The agency wanted all of the band's money up front, but intended to pay the band the week following the performance, and then only if the self-serving 'work order' rules were followed. The venue was happy to get a real contract directly with *Me and My Monkey* and be rid of the agent's double contracting scheme," Hair said.

"We were all thankful that the Union stepped in and saved the gig for us," said George Jara. "The Union protected us. That's what we pay our dues for."



**PHYLLIS G. RICHMOND, M.A., MSTAT**  
Certified Teacher

## The Alexander Technique

Offices in Dallas, Denton, Arlington  
E-mail: [pgrichmond@anet-dfw.com](mailto:pgrichmond@anet-dfw.com)  
Fax 817-261-6293 Tel 817-275-1697

The Alexander Technique teaches you how to change habits of poor body use, reduce unnecessary tension and effort, and improve posture, coordination, and breathing. Lessons are now available at Performing Artists Health Center in Arlington, next to the Union office!

### GENERAL MEMBERSHIP MEETING

Saturday, May 6, 2006  
1:30pm  
Union Headquarters

**COLLECTIVE ACTION PART II:****The Fear Factor**

Collective action is about making a difference with a united voice. It's also about sharing risk. "All for one and one for all" may sound corny, but the philosophy behind those words is often what makes the difference between a successful or unsuccessful action. It is what keeps individuals from having to shoulder alone the burdens of standing up, therefore increasing the likelihood of success for the whole group.

There are *always* risks to taking collective action. The risks can range from the relatively benign inconvenience of being disagreed with or being labeled as "troublemakers" for bringing attention to a particular problem, to the very serious possibility of lost wages due to a labor dispute, losing a job if the company goes out of business, or even worse. The history of collective action in the US workplace shows the tremendous prices people have paid to obtain fair treatment from employers, safe working conditions, reasonable wages or benefits, and self respect. And many times the people that fought for these things didn't even get to reap the benefits themselves. They just knew that things could be better for those that came after.

Most often these days we assume that the risks are not so dramatic or life-threatening as represented in a movie like "Matewan", based on a true story about striking West Virginia coal miners after World War II. But if you've seen the recent movie "North Country" which was inspired by what really happened at the Eveleth iron-ore mines in Minnesota, then you know something about that struggle of female workers put in abusive and intolerable situations on the job. And this wasn't during our Industrial Age at the turn of the last century, or in the 1930's – this was happening as recently as the 1980's. It is a story of a contemporary confrontation about basic rights of human decency that cost these women their dignity, privacy, reputations, financial independence, relationships with their friends and families, and even put them in physical danger. It took 14 years, millions of dollars in legal fees, and the health of the original parties to the lawsuit, but the class action finally prevailed and

the company settled with the fifteen women for \$3.5 million. And it changed the laws of the land.

We may not work in the mines in our industry, but there are risks to fighting for fair treatment nonetheless. Depending on the nature of the collective action in which you and your colleagues choose to engage, there will definitely be attempts by your employer to try to get you to stop. These attempts may be anything from simple resistance, to strong rhetoric about what damage you are doing to the company, to outright intimidation or even illegal retribution against your legal right to take collective action. Your friends and family, who may rightly perceive they are sharing the risk of your action financially and socially, might try to stop you. Attempts by some of your own colleagues who strongly disagree with your position and think that "rocking the boat" or "making waves" is the wrong path are almost inevitable. When a group of co-workers contemplates taking collective action about an issue, there is always a list of reasons for not doing it. Some are very good reasons. Many others, though, are driven by fear.

Sometimes fear is a very valuable barometer by which to measure whether or not to proceed towards your goal – if you knew without a doubt, for example, that you would die for your cause then you would need to be ready to pay that price or stop. If your fear is based on near-certainty that you will lose your job and it is worth more to you to keep the job than to try to make change, then you have only one choice and that is to not stand up and fight. Drop it, and "live to fight another day."

But if you have examined the risks of your action and determined that, on balance, the fight is worth the potential price, that what you are dealing with in terms of unfair treatment has to stop no matter what, then you cannot let fear take hold and undermine your resolve. Fear of retribution by an employer is still the most common fear in the modern work-place, and retribution for union activity can come in many forms – even though it is illegal.



*Karen Schnackenberg*

Are you afraid that if you file a grievance against a contract violation, or vote against reopening a CBA before it has expired because the employer wants to cut wages, or reject a management proposal that the majority of your group is against, your employer will punish you later with regressive tactics? They might. Are you afraid to demand that your group be paid by a contractor

that is in arrears because of a threat that none of you will be hired again? You might be right. Are you worried that confronting your employer about sexual harassment or other abuses on the job could tag you as "rabblers" and cause you to be ostracized by others? It could.

What is the price you are willing to pay to improve your situation?

If you take any form of action against your employer, no matter how small, you may have to go through some unpleasantness – it may feel really uncomfortable. But if the employer sees over and over that your group is unwilling to take collective action against unfair treatment or repeated contract violations, then what is to stop them from continuing to treat you that way? The sudden knowledge that they "should do the right thing?" Because you deserve it? Because other musicians are being treated better someplace else? Because you had a verbal agreement five years ago?

Nope. It won't happen. None of those things will cause it to happen. Because none of that matters unless there is a binding contract telling them they cannot do what they are doing. Nothing will stop them until they are forced to. Nothing will stop them until you do. And you very likely cannot stop them without collective action, which brings risk and forces you to face your fears.

Before you and your colleagues launch into your collective cause – even though you passionately believe it is the right thing – do your homework and understand what is legal or not, what your rights are and are not, and the potential risks for engaging in the action. If you are not sure of your legal rights under the law or the CBA, call the union office to get answers. The local retains legal counsel to answer these questions. Also, prepare

(See FEAR FACTOR on page Six)

# OFFICIAL BUSINESS

## NEW AND/OR REINSTATED MEMBERS AND THEIR PRINCIPAL INSTRUMENTS

CLIP AND SAVE  
FOR FUTURE REFERENCE

<b>Bass, Acoustic</b>		<b>French Horn</b>		<b>Saxophone, Tenor</b>	
King III, Raymond W .....	616-617-7405	Phelan, John .....	405-477-0113	Lampman, Karl .....	940-565-0664
Palmer, Dylan .....	817-913-3753	Shaw, Heather .....	972-385-2968	Parks, Rachella .....	817-536-7863
<b>Bass, Electric</b>		<b>Guitar, Electric</b>		<b>Trombone</b>	
Mitchell, Frank .....	817-426-2298	Long, Aaron .....	254-498-8753	Neal, Laura .....	580-704-9167
Smith, George W .....	682-518-9010	Seaman, Brent .....	817-279-8888	<b>Trumpet</b>	
<b>Cello</b>		Watson, Wallace .....	940-391-1536	Bush, Greg .....	325-677-8365
Epperson, Matthew .....	903-312-6244	<b>Keyboard</b>		<b>Trumpet in C</b>	
Grier, Kimberly .....	817-308-2137	Cagigal, Frank .....	817-624-7473	Griner, John Derek .....	580-574-1690
Smith, Karen Maddox .....	214-437-5459	<b>Oboe</b>		<b>Tuba</b>	
<b>Clarinet B-Flat</b>		Blauvelt, Megan .....	972-661-3328	Baker, Jeffrey .....	940-380-1513
Sheridan, Daniel .....	580-351-9118	Johnson, Tonya .....	580-248-4719	Robertson, Jarrod .....	972-839-9684
<b>Drum Set</b>		<b>Percussion</b>		Seip, David .....	817-504-9370
Booker, Jr., William .....	580-354-0127	Sampson, Joshua .....	580-248-4576	<b>Violin</b>	
Gordon, Larry John .....	972-285-4391	Womble, Ronald Blane .....	817-282-9305	Forbes, Jing .....	281-404-5493
Saunders, Bono .....	817-371-8011	<b>Piano</b>		Grabowy, Jadwiga Heidi .....	313-330-2885
Sweatt, Jason .....	817-372-9267	Leach, Gary .....	903-881-8886	Hudson, Landrum .....	817-845-4432
Wakeland, Bryan .....	214-660-0258	Lindsey, David .....	817-263-6933	Moore, Kathryn .....	214-515-9631
<b>Fiddle</b>		Schmorr, Keith .....	940-383-0773	Myers, Christy .....	972-416-9983
Menikos, Mark .....	817-367-0867	Wisler, Doug .....	972-629-6356	<b>Vocalist</b>	
<b>Flute</b>					
Spivey, Denise .....	817-301-4963				

## FEAR FACTOR — Continued from Page Five

yourselves individually and as a group for the consequences that may happen as a result of the action. Only when you are well-informed about the issues and have made provisions for potential hardship can you then make a sound decision, and be ready to engage in activities to bring about change.

Once you have decided to take action, make a plan. Identify what unifies you as a group so that your employer cannot drive a wedge between you through your disagreements. Focus on what everyone needs as a bottom line rather than what a few want at the top. Protect each other with the blanket of the whole, by not undermining the group and going to make individual deals on the side. Encourage each other to stay the course and not succumb to threats, difficulties, discomfort.....or the fear factor.

Once you have stood up as a group to an unfair situation, you will gain the confidence that you can survive. And not only survive but maybe even be better off. You may go through some very difficult experiences, and your life could change, but you may also discover that what you feared most was worth going through to make things better. The empowerment

that comes from taking back some control of your life by standing up for what you believe is right is immeasurable.

Will you always get what you fight for, even if you take the risk? No. Is it possible that the worse-case scenario could happen? Absolutely. But it is just as possible the employer might decide it wasn't worth going through that grievance

procedure – and may never violate the contract again, realizing you are serious about stopping them from crossing that line. And everyone will get over it and get on with business.

True collective action takes hard work, commitment, altruism, courage, and a very long view. And the willingness to pay a price. Yes, there is always a risk. There is always something to be afraid of. But remember that some things are worth it.

## FESTIVALS — Continued from Page One

outdoor event in Texas. Local 72-147 has produced the musical talent for the event with MPF funding since its inception.

The Denton Arts and Jazz Festival is the annual three-day event that succeeded the original Denton Jazzfest, begun in 1985. From 1985 until 1991, it served the Denton community as an annual Sunday afternoon and evening of Jazz in Civic Center Park each September. It expanded into a weekend celebration in 1992.

The festivals will present performances by some of the same Local 72-147 artists who entertained audiences at the first shows more than twenty years ago, including two

time Grammy winners Brave Combo and the Lightcrust Dough-boys, the legendary pioneers of western swing who are also recipients of the coveted Grammy award.

Smooth Jazz recording artist Joe McBride, whose performance was cut short by severe thunderstorms and high winds during the first Main Street show in 1986, will return again this year for performances at both events.

An ensemble from the University of North Texas jazz faculty led by pianist Stefan Karlsson will perform at the Denton event. A UNT jazz faculty ensemble led by Rich Matteson and Jack Petersen performed at the first ever Denton Jazzfest in 1985.

## LIFE LINES

### MARRIAGES

**Tonia Bricker to Cason Pilliod** October 22, 2005 in Plano. Tonia is a free-lance violist who performs regularly with the Dallas Opera and Fort Worth Symphony Orchestras.

### DEATHS

**James E. Wallis**, 80, of a heart attack November 14, 2005 in Mineral Wells. James was a fiddle player and a retired helicopter and aircraft mechanic. He joined Fort Worth Local 72 in 1957 and was a life member.

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**Johnie A. Smith, Jr.** 69, of a heart attack December 2, 2005 in Waco. Johnie was a retired parts manager for the Joe L. Ward Company in Waco. He was an electric bassist and toured for a time with the Dale McBride Band. He performed frequently in the Waco area.

• • •

**Ruth Marion Gibson**, 92, of heart failure December 10, 2005 in Denton. Ruth was an accomplished violist who performed for many years as a member of the Dallas and Fort Worth Symphony Orchestras. She was a supporter of the Denton Seniors in

Motion and the Estes Park, Colorado Senior Center and Summer Residents Association. Ruth was a life member of Local 72-147. She joined Fort Worth Local 72 in 1951, fifty-four years ago.

• • •

**Ray Irvin, Jr.**, 82, of natural causes December 12, 2005 in Wichita Falls. Ray was a Wichita Falls native and was the retired owner of an insurance and real estate office. He was the pianist at Floral Heights United Methodist Church and performed locally with the Mad Medics. He was a life member of Wichita Falls Local 688 prior to its merger with Local 72-147 in 1992.

• • •

**Allan Reeves**, 74, of complications from Parkinson's disease December 16, 2005 in Irving. Allan was a trumpet player and old school "ballroom" bandleader. Born in El Paso, Allan moved to Milwaukee at an early age and grew up listening to Big Band music. As a teenager he toured with the Carl Sands Orchestra from Chicago. Allan took a job as assistant music director at Chez Paree, a Chicago supper club, where he backed Sammy Davis, Jr. Tony Bennett and Jimmy

Durantee. When the big band era waned in the 1950s, Allan went to work as a phone company credit collection manager. He moved back to Texas in 1980 when the company transferred him. In 1989, the Allan Reeves Orchestra was voted "best area Big Band" by a Dallas area senior's magazine and listeners of radio station KAAM-AM 770.

• • •

**Demmon Shandy**, 93, of heart disease December 20, 2005 in Ada, Oklahoma. Demmon was a guitarist. He joined the union in 1958 and was a life member.

• • •

**Alton Carter**, 93, of heart disease January 10, 2006 in Wills Point, Texas. A guitarist, Alton was raised in Ringling, Oklahoma and moved to Dallas in 1930. He was a veteran of World War II and served in the U.S. Navy. He was a US Postal Service supervisor until his retirement in 1970. His authentic Hawaiian band, the Tropical Islanders performed around Dallas for 30 years. He was a 32<sup>nd</sup> degree mason and a member of the Toastmasters and Civitan Clubs of Dallas. He was a life member of 72-147.

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## Members concerned about foreign music students

Local 72-147 has received numerous complaints from members who have expressed concern about alien student musicians working as professional musicians on engagements off-campus.

In response to our members' concerns, Local 72-147 has contacted the U.S. Citizenship and Immigration Service (formerly the INS), a bureau of Homeland Security, and is forwarding all information about any complaints received directly to US CIS regional headquarters in Dallas. Homeland Security now manages US Immigration and Customs enforcement laws relating to foreign students.

Typically, foreign music students apply for F-1, J-1 or M-1 student visas for enrollment in an exchange student

program and must obtain approval from their educational institution to work off-campus.

For the foreign student to obtain approval to work off-campus, the specific employment must be approved in advance and in writing by a responsible officer of the educational institution, and total no more than 20 hours per week.

Foreign music students who accept and work freelance casual engagements, commercial engagements, wedding or worship services or other miscellaneous engagements without advance school approval or for cash are in violation of their student visa employment rules run the risk of having their visas cancelled, their student status terminated and may be immediately expelled from the US.



Employers are liable for criminal penalties for employing aliens without valid work authorization.

Local 72-147 is prepared to assist any member who has a question or concern about foreign music students performing engagements that may not be approved by their educational sponsors. For further information, please contact the Union office.

**LEGAL CORNER**

# When Two Musicians Record a CD, Who Owns It?

By Harvey Mars, Esq.

Counsel to Local 802, New York

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This month I would like to present you with an interesting hypothetical situation. You and your friend have decided to make a seven-track CD of some original tunes you both have been working on, just for the fun of it, to sell at your live performances. Given today's digital technology, this is neither hard nor expensive to do. You both share expenses and work on the recording pretty much equally.

When you are finished, the product is raw but marketable and you both sell quite a few of them at your live performances.

Then something happens. Your friend, without telling you first, gets a recording contract with a major independent label utilizing your CD as a demo. She suddenly starts canceling gigs and becomes unavailable. When you finally decide to market a remixed version of the CD through an Internet supplier to recoup your investment, you and the supplier get a very nasty letter from a lawyer stating that you, by trying to commercially sell the record, are breaching your friend's ownership rights and that you should immediately cease and desist from trying to sell the recordings. What are your rights?

First of all you should know that when artists jointly contribute to a creative project, the byproduct of the project, whether it's a book or a record, is jointly owned by both. Hence, both authors jointly own the work and are free to exploit the recordings in any way they choose, subject only to providing each other with an accounting of net profits they have earned.

So assuming that you and your friend did not enter into a binding contract through which you both agreed not to commercially sell the recordings, you are free to sell them

in any form you wish.

Don't let the lawyer bully you into forfeiting your rights. They most likely work for the record company and want to protect their product.

Nonetheless, some very important issues arise from this situation that you should not overlook.

First, are you both truly joint owners? This is a fact-intensive inquiry which requires a thorough scrutiny of the relative contributions of both participants to the project.

Next, while you do not have a formal contractual arrangement with your friend, you may have an enforceable informal oral

agreement prohibiting commercial sale of the recordings.

Finally, assuming you can sell the recordings, can you use your now-famous ex-friend's picture and name on the album? Since you both own the work, you arguably own every part of it, including use of the name and likeness of your friend — especially if both were used in connection with the original recording.

The moral of this story is this. Even if you undertake a recording project just for fun with a trusted friend, make sure that your respective rights are clear in the event the recordings ever become valuable in the future.



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