



AGMAZINE

Official Publication of the American Guild of Musical Artists
A Branch of the Associated Actors and Artistes of America • Affiliated with the AFL-CIO

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EXECUTIVE DIRECTOR'S REPORT

BY ALAN S. GORDON

Norma Rae Redux

As reported in *The New York Times*, *The Washington Times*, *Backstage*, and *Playbill Arts*, the dancers and apprentices employed by the Washington Ballet in Washington, D.C., have voted overwhelmingly in favor of collective bargaining representation by AGMA. The vote took place via secret-ballot election conducted by the National Labor Relations Board on Monday, February 14.

This factual report, however, tells only a part of the story, a story of a courageous group of dancers who wanted the right to self-determination and to the contractual protections that are the fundamental right of all employees.

Early in my career, as a lawyer working in the Deep South for the Textile Workers Union, I had to defend blue-collar workers who sought to unionize against aggressive employers who used every available tactic to thwart that desire. Thirty years later, I had thought that those days were well behind me . . . until the dancers of the Washington Ballet approached Deborah Allton, our National Dance Executive, and Eleni Kallas, our Mid-Atlantic Area Representative and asked to be represented by AGMA.

In 1995, some dancers from the Washington Ballet had tried to unionize, and the Company responded by firing a third of them. Although the Company's justification was that it was merely "downsizing," it soon hired new, non-union dancers to replace them.

In early December 2004, the current dancers asked AGMA to negotiate a collective bargaining agreement on their behalf. The dancers had expressed concerns about inappropriate treatment by the Ballet's artistic director and the Ballet's apparent disregard for the dancers' safety, issues traditionally addressed in AGMA dance contracts. The dancers complained about a significantly large number of injuries due to haphazard, last-minute scheduling of long rehearsals and the requirement that they dance those rehearsals full out even though fatigued. Likewise, the dancers felt that the Ballet had further endangered them by manip-

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VOTE NOW!

BALLOTS ARE DUE BACK AT THE NATIONAL OFFICE BY
Friday, May 20, 2005

The American Guild of Musical Artists

1430 Broadway, 14th Floor
 New York, New York 10018-3308
 (212) 265-3687
 Fax: (212) 262-9088
 www.MusicalArtists.org

Lawrence Tibbett, *Founding President*
 Jascha Heifetz, *Founding Vice-President*

Linda Mays, *President*
 Tim Jerome, *1st Vice-President*
 James Odom, *2nd Vice-President*
 John Coleman, *3rd Vice-President*
 Colby Roberts, *4th Vice-President*
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 Lynn Lundgren, *Treasurer*
 Mitchell Sendrowitz, *Recording Secretary*

Alan S. Gordon, *National Executive Director*

Gerry Angel, *Director of Operations*

General Counsel Bruce Simon
 Cohen, Weiss, & Simon
 (212) 563-4100

Chicago Counsel Barbara J. Hillman
 Cornfield and Feldman
 (312) 236-7800

Special Counsel Gail Lopez-Henriquez
 Freedman & Lorry
 (215) 925-8400

Director of Legal Affairs
 Linda Gail Bartlett
 AGMAlaw@aol.com
 (800) 543-2462

Dance Executive and Counsel
 Deborah J. Allton
 AGMAdance@aol.com
 (800) 543-2462

Area Representatives

Mid-Atlantic Eleni Kallas
 AGMADC@comcast.net
 (301) 869-8266

Northwest Martha Schmidt
 martischmidt@comcast.net
 (206) 219-3116

San Francisco Nora Heiber
 nheiber@earthlink.net
 (415) 552-2800

Southern John Hanriot
 AGMASouth@aol.com
 (305) 673-2659

Southern California Beth Millman
 AGMALosAngeles@aol.com
 (323) 469-0696

Editor: Denise Baker
 MMRC Liaison: Karen Grahn

FROM THE PRESIDENT LINDA MAYS



In union politics, as in national politics, the opportunities and responsibilities are the same: know the candidates, consider the issues, and exercise your right to vote.

Each year AGMA holds an election and selects the volunteers who will serve as the leadership of AGMA. Your vote selects these volunteers and ultimately guides the course of the Union.

Eight Officers will be elected to two-year terms and approximately one-third of the Board of Governors will be elected to three-year terms.

Annually, the new Board of Governors elects members to four standing committees which perform the bulk of the behind-the-scenes work. The Budget and Finance Committee deals with all revenue and expenditure issues, submitting a proposed budget to the Board and monitoring the Union's finances. The Administration and Policy Committee reviews all policy proposals and makes recommendations to the Board on such matters. The Work Rules and Contracts Committee reviews all collective bargaining agreements, waiver proposals, and requests for arbitration authorization before making recommendations to the Board regarding approval. The Membership and Member Relations Committee includes both Governors and members at large and is responsible for communication, publications, and member concerns. An example of the Board committees working together was the creation of the recently adopted Code of Professional Standards for Agents and Managers Representing AGMA Artists.

The Board of Governors annually selects an Executive Council to act in emergency situations, interacting with the National Executive Director, who is the head of AGMA's nation-wide, professional staff.

Each elected leader has a unique combination of intellect, vision, experience, commitment, and time. Your leaders receive no financial compensation, but, instead, are driven by a passion to "create a more perfect union" for you.

Communicate with your elected leaders throughout their terms. They are the trustees of AGMA's future. Demonstrate your involvement and appreciation by casting an informed vote.

VISIT US ON THE WEB:
 WWW.MUSICALARTISTS.ORG

Executive Director's Report (continued from page 1)

ulating work rules through a long-standing disregard for dancers' problems.

We explained the potential problems that they might face once we approached management and assured them that if they, nonetheless, wanted to proceed, we would protect them to the fullest extent of our abilities. They were solidly pro-AGMA, signed representation cards, and we sought recognition.

After the Ballet's management refused to recognize AGMA as the dancers' collective bargaining representative, AGMA filed a Representation Petition with the National Labor Relations Board (NLRB) and asked the Ballet to proceed immediately to a secret-ballot election. Instead, management informed the Guild that it would "pursue every legal avenue available to it to resist unionization."

A hotly contested NLRB hearing took place on January 5 to determine an appropriate bargaining unit and to adjudicate management's claim that the dancers were "seasonal workers not entitled to unionize." On January 19, the NLRB's Regional Director rejected the Company's argument and directed that an election take place among "all full- and part-time dancers employed by the Washington Ballet."

Following the NLRB decision, the website *Playbill Arts* quoted Jason Palmquist, executive director of the Washington Ballet, as saying, "The National Labor Relations Board process is one designed to ensure that employee rights are respected, and the setting of a democratic, secret ballot election is simply the next step in that process. . . . The Washington Ballet unwaveringly supports our dancers' right to decide whether or not they want to be represented by a union, but we want that decision to be one based on all the facts."

Despite having announced their "unwavering support" for the dancers' rights, however, the Ballet then engaged in a relentless campaign to "explain the facts" in an effort to coerce the dancers to refrain from joining AGMA. The Ballet's new executive director, Jason Palmquist, Board President Kay Kendall, and her fellow board members repeatedly told the dancers that they didn't need AGMA representation and that unionization would damage the Company. Board President Kendall, with a newfound "interest in the dancers' troubles," began inviting dancers, individually and in groups, to her home. "We talked about it with the dancers as a group and individually and gave them written material," Miss Kendall told *The Washington Times*. The Ballet scheduled compulsory meetings of the dancers, at which it pitched its "deep concern" for their welfare. At another compulsory meeting, the Ballet asked one of its choreographers (who had testified against AGMA at an arbitration in Houston) to pitch the idea that he could serve as the dancers' spokesperson. One of the Board members wrote a long "personal" letter to the dancers, obviously drafted by the Ballet's attorneys, expressing fears about unionization, misquoting from AGMA's Constitution, misstating the facts, and misrepresenting the law. On the morning of the election, the Ballet's Artistic Director, Septime Webre, wrote a long and "heartfelt"

e-mail to the dancers, telling them that the Ballet was finally prepared to offer them better wages and better conditions if they would only abandon their foolish effort to unionize.

In the face of this onslaught, the dancers turned to Eleni Kallas for the truth and, with her constant support, the dancers pulled together and remained united in their desire to secure their rights. Throughout the Company's campaign the dancers refused to become bitter and, instead, continued calmly to insist upon AGMA representation. Deborah Allton provided dancer-based support, and Gail Lopez-Henriquez handled the legal aspects of AGMA's efforts. Gail and Eleni met repeatedly with the dancers to answer their questions and correct the Company's misstatements.

The NLRB conducted the election, the dancers turned out *en masse* and they voted overwhelmingly for AGMA. As one of the dancers later told the press, "It was very uncomfortable for us to continuously go to management asking for things. Now, we've basically hired AGMA to do it for us."

Unfortunately, immediately after the election, the Ballet continued its anti-union campaign. In a move more typical of old-line, southern textile employers, the Ballet fired two union-activist dancers, the only two dancers called by AGMA to testify at the NLRB hearing, the only two dancers who were already members of AGMA from previous work at other companies. AGMA immediately filed unfair labor practice charges against the Ballet, alleging that the discharges were in retaliation for the dancers' union activity and for their testimony, and seeking reinstatement and back pay for both.

Despite the Company's continuing attempts to intimidate them, the dancers have pulled together and are actively working on a draft of an initial collective bargaining agreement. As we move forward to begin the negotiation of our first contract with the Ballet, I thought it important to call your attention to the terrific job done by Eleni Kallas and the amazing togetherness and AGMA spirit exhibited by the Ballet's dancers.

AGMA's membership is replete with activists who are dedicated to the concept of trade unionism, but rarely in my entire professional career have I come across such a dedicated group of young artists who were so firm in their commitment to better their working lives and secure the rights to which they were entitled.



Washington Ballet AGMA Victory Dinner Meeting, first row seated (left to right): Chip Coleman, Laura Urgelles, Elizabeth Gaither, AGMA Executive Director Alan Gordon, AGMA Counsel Gail Lopez-Henriquez, Brian Malek; second row (left to right): Mid-Atlantic Area Representative Eleni Kallas, Aaron Jackson, Jonathan Jordan, Sona Kharatian, Nikkia Parish, Mane Rebelo Plaut, Roger Plaut, Mario Montenegro, Brianne Bland, Runqiao Du, Erin Mahoney, Brian Corman, Morgann Rose, Marcelo Martinez and Luis Torres.

ELECTIONS 2005

Below you will find election information and short biographies of the candidates for the National Offices and the Board of Governors. Their nominations have been submitted either by a petition or by a nominating committee as defined by AGMA's Constitution.

Ballot instructions: Once you fill out your ballot, insert it into the blue envelope. Do not sign either the ballot or the blue envelope. Put the blue envelope into the white return envelope and put your signature on the back of that envelope. **DO NOT INCLUDE** other material with the ballot since ballot envelopes will not be opened until the time the ballots are counted.

Each white signature envelope must have only one blue envelope with one ballot enclosed.

CANDIDATES FOR NATIONAL OFFICE

PRESIDENT

Linda Mays



I have been your president since 1999. Time sure flies when you are wildly busy, inspired, energized, challenged and proud. Against all odds, AGMA leadership continues to negotiate impressive contract improvements, to organize new signatory companies, to effectively represent our members, to win arbitrations, to protect subsidized housing, to steadily improve member benefits/services, to hire superb staff, to promote AGMA's national smoke and fog policy, to clarify our media jurisdiction, to contribute monthly articles to Classical Singer Magazine and Opera Online, to make AGMA presentations to members, college students, and arts organizations, to train shop delegates, to add benefits to AGMA Plan B, to improve Plan B usage, to work with principals in order to negotiate Plan B contributions at the Metropolitan Opera, to get consistently good press coverage...all because we are non-traditional, innovative, progressive, provocative, unique, and we are NEVER satisfied. It is an honor to represent you.

1st VICE-PRESIDENT

Gerald Otte



Gerald Otte is asking for your vote so that AGMA can continue the advances of your union in the areas of contract negotiations and enforcement, union prestige in the workplace, and responsible and responsive leadership. *I have been the National President of AGMA, a previous 1st Vice-President and a governor for 17 years. I am currently Chairman of the Administration and Policy committee. I serve on the Executive Council of the Board of Governors. I will continue to represent all categories of membership but particularly the issues affecting dancers and choral singers. I also strongly support increasing the membership of*

AGMA, organizing more shops and covering more workers in the field of live classical performance. You will strengthen your union by your full participation. Please vote today.

2nd VICE-PRESIDENT

Michael Geiger



Dear Colleagues,

I have worked and made my living as a singer in the Los Angeles area for nearly 30 years. I have served as delegate for LA Opera and LA Master Chorale and am co-author of a broadly conceived Electronic Media Agreement with LA Opera. I am convinced that new media technologies are key to our future and I will advance this notion enthusiastically.

As 2nd Vice-President, I will encourage communication among AGMA leaders and members which is enlightened, respectful and humble. I will work to reinvigorate relationships which are hamstrung by negativity and strive to enliven our members' confidence in our ability to lead with thoughtfulness and innovation.

I favor relations with management which are high-minded, creatively inspired, and fiscally progressive to the long-term benefit of our working members, who deserve both security and recognition in the artistic community at large. I will be honored to serve you.

Burman Timberlake



EXPERIENCE: AGMA since 1973. AGMA Board of Governors since 1980 (including 1st, 3rd, 5th V.P.). **Committees:** Administration/Policy: 1994- (Chair, 1995-1997); Senior-staff Hiring; Executive Council: (1998-2002; 2003-); AFL-CIO Convention Delegate: 1999. Southern California Area Committee: 1978 - (Chair: 1989-2005). Formerly, shop steward: L.A. Opera Chorus (joined 1985); L.A. Master Chorale

(joined 1972). Singers' Representative, LAMC Board: (1990-). SAG/AFTRA: numerous soundtracks, recordings, broadcasts.

ACHIEVEMENTS: Teleconferencing meetings: Board/committees, area committee, membership meetings. Reduced Board size, meeting frequency. Executive Council, Board Assistant. Numerous AGMA constitutional/bylaw amendments, resolutions. Avoided risky investments of AGMA cash reserves. Increased Relief Fund contributions. Negotiator: 16 local contracts.

GOALS: Strengthen contract enforcement; protect members from employers' mistreatment, discrimination, retaliation. Improve AGMA services to members — especially traveling soloists, stage managers, directors. Train/support AGMA shop stewards, negotiators. Organize new shops. Increase working performers' AGMA involvement. Improve dues/fees collection.

MORE INFORMATION: <http://members.aol.com/artistsadvocates/burmantimberlake.htm>.

3rd VICE-PRESIDENT

James Odom



AGMA member: 27 years. Current and past service: 2nd Vice-President, Board of Governors, Executive Council, Temporary Executive Council; Board Committees: Budget and Finance, Merger and Affiliation, Administration and Policy; Relief Fund Task Force (Chair); Chicago Area Committee (Chair); Negotiating Committees: Les Six, Lyric Opera of Chicago, Dallas Opera, Florentine Opera, Chicago Opera Theatre, Opera Theatre St. Louis; Shop Delegate (Dallas Opera). Alternate representative to the Four A's, AFL-CIO Convention delegate.

As 2nd Vice-President, my goals included strengthening AGMA through member education and effective contract negotiation and enforcement and ensuring fair representation and participation of all members in every working category and geographic area. As 3rd Vice-President, I will continue in the work on those goals, as well as promoting better communication and contact between AGMA members nationwide.

4th VICE-PRESIDENT

John Coleman



AGMA member since 1990. Currently: Stage Manager for Lyric Opera of Chicago, National 3rd Vice-President (12 years service on the Board of Governors, 10 as an Officer), Executive Council, Work Rules and Contracts Committee, Chicago Area Committee, Lyric Opera of Chicago

Negotiating Committee, Production Staff Delegate for Lyric Opera of Chicago. *We are a diverse organization, but are united by common goals: a living wage, reasonable working conditions, a safe working environment, and quality health insurance and retirement benefits for all our members. Your participation in your Union helps ensure that AGMA has the best interests of all members in mind, and I will continue to do my best to serve the needs of all AGMA members.*

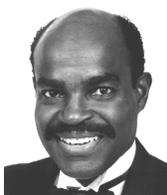
5th VICE-PRESIDENT

Colby Roberts



Currently 4th Vice-President, Chair of the San Francisco Area, Trustee of the AGMA Health and Retirement Plans and member of Administration and Policy. *A founding member of AGMA's Executive Council, I have previously served on all standing committees of the Board, as well as on Merger and Affiliation. Joined AGMA while working in New York as a freelance singer, before being hired as a chorister in San Francisco. I have worked as a concert chorister, opera chorister and soloist under AGMA contracts, and have participated in negotiations for opera, symphony chorus and ballet contracts. It is my firm belief that AGMA should be the vehicle to strengthen artists' rights, and to ensure decent wages and working conditions for all artists. AGMA must see that all members are well represented and protected in negotiations, grievances and arbitrations. For a more detailed statement, please go to <http://members.aol.com/artistsadvocates/colbyroberts.htm>.*

George Scott



Member of AGMA since 1977. Presently, member of the Executive Council, member Board of Governors, NW Area Chair, and shop steward for Seattle Opera. Past 4th Vice-President.

Member of Personnel subcommittee, Budget and Finance, and Committee on

Committees.

AGMA must continue to educate new and existing membership on the importance of union activism due to our present political environment. *Let us continue to work together and with our perspective companies to assure safe and healthy environments.*

Officer Candidates (continued from page 5)

TREASURER

Jan Holland



Member since 1974. (Also AEA; B.A., M.A., Columbia University; non-performing experience includes work as bank officer and book-keeping). Presently on Executive Council, Chair of Personnel Joint Subcommittee, member Budget & Finance Committee. *The Treasurer's function is both individual and collective and, through the Budget & Finance Committee and regular reporting to the Board, enables the Board to fulfill its fiduciary responsibility toward the membership as watchdog over the responsible use of the Union's funds. I pledge to re-institute regular Treasurer's reports to the Board; to mend fences and work amicably with staff, consultants and auditors to ensure that financial reports are completed and distributed in a timely manner; to hold regular meetings of the Budget and Finance Committee; and to ensure that required government filings are completed and performed when due. I would be deeply honored to serve you in this capacity.*

Lynn Lundgren



During my tenure as Treasurer, I initiated many changes to strengthen AGMA's financial structure:

- 1) Preparation of quarterly reports for analysis and review by the Budget & Finance Committee,
- 2) Elimination of an antiquated credit card system,
- 3) Timely preparation of an annual budget and,

4) Monthly review of general ledger reports.

As the assistant women's chorus delegate at the Lyric Opera of Chicago, I have served on the negotiating committee for the last two contracts. As Treasurer of your union, I was instrumental in thwarting the company's efforts to allow management to also serve as agents for soloists.

It is important that an officer regularly work in AGMA's jurisdiction, and be familiar with the collective bargaining process. I diligently strive to improve working conditions for all AGMA members locally and nationally and to improve the union's finances. A proven Treasurer, please re-elect me for another term.

RECORDING SECRETARY

Mitchell Sendrowitz



AGMA member 25 years. Currently, National Recording Secretary, New York Area Chair, member of the Executive Council, the Administration and Policy Committee, the Committee on Committees, and the Personnel Joint Sub-committee. *As a national officer, I continue to work toward a vision of AGMA as a vibrant and vital component of the American Labor Movement, locally and nationally. We need to protect the dignity and respect our professions deserve, with better wages, benefits and working conditions, and better contract enforcement. We need to make good health insurance available to all our members. We need better member education and more member participation. It is imperative that all voices be heard by the national staff and the Board. In my vision, we're a union whose constituents are proud and happy to be members of AGMA. I pledge to give my all to work toward these goals. Thanks!*

CANDIDATES FOR BOARD OF GOVERNORS

01 NEW YORK AREA CHORISTERS

(4 Vacancies)

Timothy Breese



I have been an AGMA member for over 20 years, during which time I have sung as a soloist and a chorister in opera, concert, church, and musical theatre venues. Even though I am now running in the chorus category, I fully expect to represent the views of all my colleagues

as we strive toward better compensation, working conditions, and benefits. We need greater participation so that we can better achieve our goals; AGMA needs our support to be a strong presence in the labor movement.

Robert Kuehn



Current Board Member. Member of the Work Rules and Contracts Committee, Member of the Concert Singers' Negotiating Committee and New

York Area Executive Committee. *Serving AGMA is both challenging and rewarding. I would welcome an opportunity to continue working toward a stronger, more effective union.*

Gregory Lorenz

Carole Wright

**01 NEW YORK AREA
DANCERS**

(2 Vacancies)

Seth Davis



10 Year AGMA Member. *I began dancing under the instruction of my mother in Fredericksburg, Virginia. I attended Shenandoah University where I studied both Communications and Dance. I came to New York as a scholarship student at the School of American Ballet in Lincoln Center. As an Extra Dancer with the Metropolitan Opera, I have performed in over 25 different productions at the house. I toured nationally and internationally as a member of the Mark Morris Dance Group.*

Jonathan Pessolano

**01 NEW YORK AREA
STAGE MANAGERS/DIRECTORS/
CHOREOGRAPHERS**

(1 Vacancy)

Terry Ganley

Terry Ganley is currently in her second season as a Stage Manager at the Metropolitan Opera. Previously she was the Production Stage Manager at the San Francisco Opera. She has also stage managed for Washington Opera, Houston Grand Opera, Lyric Opera of Chicago, Opera Pacific, Florida Grand Opera, Pittsburgh Opera, Opera Theatre of St. Louis and Glimmerglass Opera. As Production Stage Manager for the HGO international tour of Porgy and Bess she worked in many opera houses in the U.S. and overseas. She is committed to helping our union stay vital as it meets changes in our industry.

**01 NEW YORK AREA
SOLOISTS**

(4 Vacancies)

Jane Bunnell

Having been on the Board and the MMRC committee during these last few years I have a new appreciation, insight

and commitment to the difficult and necessary work of AGMA. I would be honored to be able to continue to this work and to help give voice to the issues of the soloist in particular. Thank you.

Patrick Carfizzi



Patrick Carfizzi, joined the NY Area committee this past year and has been an active member of AGMA since 1997. As a Solo artist, he has worked at several companies throughout the United States including, the Metropolitan Opera, San Francisco Opera and The Santa Fe Opera. Patrick is currently serving as a soloist representative on the MET negotiating committee.

I feel that we should continue to strengthen AGMA's image among its general membership, provide more options for health care, and improve our internal communications. We have a responsibility to provide our membership with active, progressive and attentive leadership.

Belinda Oswald



Has been an AGMA member since 1990, served on the Board of Governors for the past 4 1/2 years, serves on the WRC Committee, and also serves on the New York Area Committee. During her years as a principal artist, Ms. Oswald has been heard throughout the country, and also as "Pamina" throughout Japan with Maestro Seiji Ozawa. *I have seen such amazing changes in our AGMA union that has made us stronger and more respected in the Performing Arts World, and I would be very honored to continue to serve on the Board of Governors.*

Jeffrey Springer



One of America's busiest tenors in both opera and concert, shares your concerns about the difficulties of making it work as a soloist when it feels like

"nobody has your back." He will work within AGMA to help it respond to the needs of soloists. Also a member of the Screen Actor's Guild and Actor's Equity, he will try to take examples of what these other unions do well and share it with ours. A priority will be to increase the number of companies which participate in Plan B coverage, one of AGMA's most important benefits for soloists.

Tony Stevenson



I grew up in the Carolinas and graduated from Furman University. I won the Met National Council Auditions in 92 and subsequently joined their Young Artist's Program. I made my Met debut as The First Prisoner in Fidelio in 93. Since then I've sung more than 40 roles in hundreds of performances at the Met including Beppe in I Pagliacci, Pang in Turandot, Camille in The Merry Widow, the Tanzmeister in Ariadne auf Naxos, and the Novice in Billy Budd to name a few. I have also done oratorios, orchestral works and recitals with many regional organizations.

**02 SOUTHERN CALIFORNIA AREA
CHORISTERS**

(2 Vacancies)

Stephen Arel



My name is Stephen Arel. I am running to be on the Board of Governors. I have been an AGMA member for over 13 years as a chorister with LA Opera (60+ productions). I have also sung with the Master Chorale, Pacific Chorale, and been tenor soloist at several high profile churches. For the past two years, I've served on the LA Opera shop committee. Those of you with whom I've worked can concede to my dedication and diplomacy. Either at work or at play, I always give 110% and intend to do the same if elected. Thank you.

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Election Information (continued from page 7)

Jonathan Curtsinger

I have performed with the Norman Luboff Choir, Roger Wagner Chorale, New York City Opera, San Francisco Opera, and LA Opera since 1988.

AGMA member 29 years, a delegate beginning in 1977. Board of Governors 14 years. Member & Chairperson Membership & Member Relations Committee. *I am currently Chairperson National Nominating Committee, and Chair Board Holiday Emergency Relief Fund. Member LA Opera's negotiating / singers committees, delegate, and area committees.*

I have always believed it is important to help our colleagues, and have worked in AGMA to that end. Please make a generous donation to the Relief Fund today.

David Schnell

AGMA member, 25+ years; Multi-term Board member. Current: Executive Council; Chair: Standing Committee for Work Rules and Contracts; Schedule C Committee; Secretary, Southern California area committee; Singer's and Contract Negotiating Team Committees: Los Angeles Master Chorale and Los Angeles Opera (have served as Delegate for both).

Author of a chapter in Opera-America's book, "The Business of Singing" (re: the importance of AGMA and advantages of working under an AGMA contract.) *All AGMA members — choristers, dancers, production staff, and soloists deserve greater respect and should be given the same considerations and benefits that management is more willing to grant to instrumentalists.*

02 SOUTHERN CALIFORNIA AREA DANCERS

(1 Vacancy)

No Candidates**03 CHICAGO-MIDWEST AREA CHORISTERS**

(3 Vacancies)

Catherine V. Duke

AGMA member: 27 years. Delegate of the CSC.

I have been an AGMA Representative and Delegate for the Chicago Symphony Chorus for over 18 years. During that time I have helped negotiate numerous Agreements between the CSC and the Orchestral Association of the CSO.

I strive to be an advocate for all members of the CSC and work to protect their rights and benefits.

Richard A. Livingston

AGMA member for 33 years, Life Member. Currently on Board of Governors and Area 3 (Chicago-Midwest) Executive Committee.

Past service: Committee on Committees, Membership and Member Relations, Chicago Symphony Chorus Delegate and Executive and Negotiating Committees.

With its smaller size, the Board now functions much more efficiently, but work is still impeded at times by non-attendance of Board members. As one who has been attending more than the required number of meetings, I'd like to continue to represent Area 3 as the AGMA Board strives to work for the protection and betterment of all AGMA members.

03 CHICAGO-MIDWEST AREA DANCERS

(1 Vacancy)

Sara Stewart

As an AGMA board member for over 12 years, I am excited with the challenges we face in today's difficult political environment. Now more than ever we need to stand with solidarity. I would feel honored to represent the members as we face the future together. My committee

service includes: Work Rules and Contracts, Disciplinary Hearing Panel, Chicago Area Executive Committee, National Officer Nominating Committee. Having experienced career transitions as dancer, ballet mistress, and choreographer, I have enjoyed bringing a broad perspective to negotiations where I have helped in 3 contracts on behalf of my colleagues at the Lyric.

03 CHICAGO-MIDWEST AREA STAGE MANAGERS/DIRECTORS/ CHOREOGRAPHERS

(1 Vacancy)

Margaret Stenger

During my nine years on the Board, I have served on Work Rules and Contracts as well as MMRC. It was an honor to be asked to organize the Staging

Staff Caucus for MMRC.

As a Board member and a local shop member I have looked out for Staging Staff issues, as well as for all other sections of the shop. I believe that only by being involved can we make AGMA a better union for all of its members.

04 SAN FRANCISCO AREA CHORISTERS

(1 Vacancy)

Sally Mouzon

AGMA member since 1996. Board of Governors since 1999, Work Rules & Contracts Committee, National Officers Nominating Committee, San Fran-

cisco Area Committee, San Francisco Opera Negotiating Committee. *I am a Chorister at SFO, as well as a regional soloist. As the daughter of a labor lawyer, I grew up with a very strong sense of the good which unions can do. I have been honored to serve my area in many capacities. If elected I will continue to advocate for the issues which are most important to our local membership, especially against the use of smoke and fog.*

04 SAN FRANCISCO AREA SOLOISTS

(1 Vacancy)

Gregory Stapp



I've performed across America, in Europe, Mexico and Japan. I chaired AGMA's Membership, Merger committees; crafted AGMA's first executive committee (TEXCOM); helped soloists achieve unprecedented gains during NYC, LA and SFO negotiations; and spearheaded AGMA's National Leadership Conference. Currently: Vice-chair, Administration/ Policy; Governor.

Sweeping changes shall revitalize our membership by improving communication, responsiveness and representation; expanding services and benefits; defending advancements; organizing companies; enforcing contracts and jurisdiction; eliminating confusion, distrust and resentment; renouncing complacency, hostility and antagonism; evoking mutual courtesy and respect; securing our self-governance and staff's facilitation thereof; ensuring transparency and accountability; and transforming AGMA as outlined at <http://members.aol.com/artistsadvocates>.

05 NEW ORLEANS AREA

All Board positions currently filled.

06 PHILADELPHIA AREA CHORISTERS

(2 Vacancies)

Stacy Karas

I am relatively new to Union leadership. I became involved because I wanted to learn about our local contracts, and how the process could be made to better the overall protection of the singer, dancer and stage manager. Having sung with both the Opera Company of Philadelphia Chorus, and the Philadelphia Singers, I understand

the need for great contract protection and enforcement. My new tenure to the Board has helped me to see how other Areas operate, and how the national Union works, as a whole, to uphold contracts, and members' rights. I am excited about continuing to represent Philadelphia.

Evelyn Santiago-Schulz



I have been a member of both the Opera Company of Philadelphia Chorus, and Philadelphia Singers for over ten years. I have been the Philadelphia Area Local Committee Chair for almost two years. I currently sit on the Work Rules and Contracts Committee. This has been an invaluable experience in my day-to-day role as Local Area Chair. I believe that in order to have a good relationship with management, you need to have a great contract, and even better member education. I am looking forward to continuing my tenure on the Board, and continuing my representation of Philadelphia.

06 PHILADELPHIA AREA DANCERS

(1 Vacancy)

No Candidates

07 WASHINGTON/BALTIMORE AREA CHORISTERS

(2 Vacancies)

Bailey Whiteman



A member of AGMA since 2002, Bailey has performed with WCO, WTOC, and WNO. In 2004 she served on the WCO negotiating committee, and in January she led the WTOC negotiating team. Through experience as a non-union chorister, and now as a union member, Bailey can attest personally to the importance of a strong, effective union. If elected, she would strive to represent the diversity of views held by

the membership, always aiming to support members in their important work. Ms. Whiteman thanks the union members for their support as she offers herself for election to the Board of Governors.

07 WASHINGTON/BALTIMORE AREA DANCERS

(1 Vacancy)

Barbara Stuckey

08 PITTSBURGH AREA

All Board positions currently filled.

09 NEW ENGLAND AREA SOLOISTS

(1 Vacancy)

No Candidates

10 TEXAS/OKLAHOMA AREA SOLOISTS

(1 Vacancy)

No Candidates

11 NORTHWEST AREA CHORISTERS

(1 Vacancy)

Maria Leatha



I have been a member of AGMA since 1999 and I have served on the Board of Governors for the past 3 years. I am presently a member of the Administration and Policy Committee as well as serving on the National Slate Committee for the upcoming election. Portland, Oregon is my home where I am Shop Steward for the Portland Opera Chorus. As a Northwest Area Governor, I hope to continue to serve our AGMA union members with integrity and honesty, always striving to communicate openly with a purpose, and to bring positive leadership to our membership.

A R E A N E W S

NEW YORK

By Mitchell Sendrowitz, New York Area Chair

The New York Area had a general membership meeting on February 7, 2005. Approximately fifty members from several shops and all professional categories had a rousing good time. The first order of business was to convene the New York Area Nominating Committee, which approved the slate of candidates as presented by the National Officers Nominating Committee. Next, guest speaker Dr. Sarah Stackpole, an ear, nose and throat specialist, talked about "Hearing Protection for the Performer." Dr. Stackpole presented information on anatomy and loss-of-hearing prevention, and after the business meeting held a question and answer session.

National Executive Director Alan Gordon reported that the Union is in exceptionally good condition, financially, administratively and in terms of contract negotiations. He elaborated by telling those present that negotiations with the Metropolitan Opera are about to begin, AGMA has reclaimed media jurisdiction at both the Met and San Francisco Opera and will negotiate comprehensive media agreements at both companies; and Eleni Kallas and Deborah Allton have organized the dancers at the Washington Ballet.



Senator Hillary Clinton and PAAC Chair and AGMA Board member Osceola Davis at the 95th anniversary of **The Amsterdam News** held at the new Jazz Lincoln Center in December 2004.

Deborah Allton, National Dance Executive and Counsel, reported that this is a very busy season for dance negotiations in the New York Area. Negotiations were successfully concluded with Ballet Hispanico, reaching a three-year agreement. Some of the highlights of the contract include: an improved base salary scale with increases in compensation, the addition of seniority pay, and an improved benefits package adding the option for Plan B if a



Left to right: Deborah Allton, National Dance Executive and Counsel; Dr. Sarah Stackpole; Alan Gordon, National Executive Director; Pamela Warrick-Smith, Chair of the New York Area Concert Singers Committee; and Mitchell Sendrowitz, New York Area Chair and AGMA Recording Secretary

dancer is covered under a spouse's or parent's insurance. Negotiations with the Martha Graham Company are going well. Negotiations will begin soon with the Alvin Ailey Dance Company and with Merce Cunningham Dance Company. Dance Theatre of Harlem is still on hiatus, but the school is open. AGMA resolved a situation regarding the dancers of Dance Theatre of Harlem and the striking dancers of the Ballet Concierto of Puerto Rico's production of *The Nutcracker*. The recommendation was made that we make a concerted effort to educate our members not only on the rights, but also on the responsibilities of being a union member.

Pamela Smith, chair of the New York Area Concert Singers Committee, reported on contracts the committee had recently been negotiating. A full report can be found on page 15.

The Area Committee election was held and Mr. Sendrowitz was re-elected Chair. Nicola James was elected Vice-chair/Secretary. Re-elected to the Area Committee were soloists Frances Ginsberg, Peter Kazaras, and Belinda Oswald; dancer Gerald Otte; stage manager Ray Menard; and choristers Glenn Bater and Marty Singleton. Newly elected committee members are choristers Jean Braham, Ken Floyd, Rob Maher, and Louis Perry; and dancer Jonathan Pessolano. The other members on the committee are Jane Bunnell, Patrick Carfizzi, Stephanie Godino, Paula Hostetter, Tim Jerome, Robert Kuehn, Greg Lorenz, Krisha Marcano, Tom Patrick, Charlotte Phillely, Pamela Smith, Joseph Turi, and Jonathan Waterfield.

Congratulations to the whole New York Area on a successful meeting!

SOUTHERN CALIFORNIA

By Beth Millman, Southern California Area Representative

A new Southern California Area Committee has been elected. Below is a list of the new committee:

		Term Expires
Area Chair	Jennifer Wallace	12/31/08
Recording Secretary	David Schnell	12/31/08
Chorus	Janet Goggins	12/31/08
	Scott Blois	12/31/08
	Michael Geiger	12/31/08
	Marjorie Curtsinger	12/31/08
	Burman Timberlake	12/31/08
	Tim Smith	12/31/07
	John Cleveland	12/31/07
	Dorothy Hemmo	12/31/07
	Jonathan Curtsinger	12/31/07
	Roger Lindbeck	12/31/07
	Lee Coduti	12/31/06
	Joseph DeStefano	12/31/06
	Heidi Herzog	12/31/06
	Leanna Brand	12/31/06
Solo Singers	Michael Gallup	12/31/08
	Virenia Lind	12/31/07
	Louis Lebherz	12/31/06
Stage Manager	Lisa Kable	12/31/07
Dancers	Leslie Stevens	12/31/08
	(tie) Peggy Hickey	12/31/06
	(tie) Karen Apostolina	12/31/06

At its first Area Committee meeting, the committee members will vote in order to break the tie between two of the dancers.

In other Area news, negotiations continue with the Los Angeles Master Chorale. The negotiating committee goes back to the table at the end of the March and will continue through the first week of April.

A negotiating committee has been meeting in San Diego for upcoming contract negotiations with the San Diego Opera. If you are interested in participating, please contact either the Delegate, Joseph DeStefano, at AGMASanDiego@yahoo.com, or Beth Millman, Southern California Area Representative, at AGMALosAngeles@aol.com.

AGMA Welcomes Equity

The AGMA boardroom was the site of an Actors' Equity Outreach presentation to Ithaca College Drama Department seniors. As alumni of the Ithaca College Music and Drama departments, President Linda Mays and 1st Vice-President Tim Jerome were invited to meet the seniors and answer questions about AGMA.



Panel participants include (left to right): Equity Council member and Stage Manager John Atherlay, Outside Business Representative Keith Sklar, Database Manager Karen Nothmann, AGMA President Linda Mays, Equity member Uriel Menson, and Equity Outreach and Education Coordinator Amy Dolan.



AGMA President Linda Mays with students



AGMA President Linda Mays, Equity member Uriel Menson, and 1st Vice-President Tim Jerome

SAN FRANCISCO

By Nora Heiber, San Francisco Area Representative

San Francisco Area Goes East to Represent Ballet West

With the welcome addition of dancers at Ballet West to our membership, the San Francisco Area continues to be extremely busy. Director of Legal Affairs Linda Bartlett and Area Representative Nora Heiber join a brilliant negotiating committee (see photo right) that should be referred to as the "dynamic octet." Unwavering passion, courage, determination, and dedication are strengths exhibited by every one of these individuals in their tireless efforts to present their management with a brand-new contract that expects not only to enhance the lives of their fellow artists for decades to come, but may very well offer an example for future AGMA dance contracts all over the country. Moreover, juxtaposed against the tremendous obstacles the Washington Ballet dancers have encountered in their efforts to join AGMA, it is important to recognize the collaborative manner in which this highly esteemed, veteran company of 40 years has received AGMA. AGMA is pleased to be working with Bruce Marks, former Artistic Director of Ballet West and the Boston Ballet, and long-term AGMA member, who has been brought in to assist Executive Director Johann Jacobs. Ballet West's Director of Finance Carole Wood and Company Manager Richard Lane are also representing management in negotiating this contract. Negotiations began on March 9 and will continue through May. There is still an enormous amount of work to be done, and a lot of obstacles to overcome in achieving AGMA's goals, but thus far it seems safe to say that this is the beginning



Ballet West negotiating committee (left to right): Christopher Anderson, Nicholas Smith, Kelly Ocharzak, Steven Davis, Christiana Bennett, Alison Harvey, Nick Mullikin and Jeff Herbig

of a mutually beneficial relationship.

Other Area News:

On February 21, the San Francisco Area held its bi-annual Membership meeting during which members from each Area company and Board committee gave impressive reports regarding AGMA activities of local and national concern. In addition to being informative, it was a fun meeting.

Ms. Heiber will be meeting with another formidable AGMA negotiating committee and the Artistic Director of Ballet San Jose of Silicon Valley, Dennis Nahat, early in April to negotiate a new contract. The San Francisco Symphony Chorus is beginning to feel the numerous benefits of their newly negotiated contract as their season continues.

AGMA mourns the loss of SF Symphony chorister, Micheline Steacy; she will be sorely missed.

A night at the San Francisco Ballet this season will demonstrate why this company was the recipient of the Laurence Olivier Award in the "Outstanding Achievement in Dance" category for their fall season at London's Sadler's Wells Theatre last year.

AGMA's San Francisco Opera members will be returning from layoff in March to begin their last season under the artistic directorship of Pamela Rosenberg as they set their sights toward working with the newly appointed Artistic Director, David Gockley.

PAAC – Successful Potential Member Outreach

By Osceola Davis, Chair of the Pre-AGMA Awareness Committee

In 2003, members of the Membership and Member Relations Committee (MMRC) saw an opportunity to educate future members of the Union through a college outreach program. MMRC created a subcommittee for the purpose of developing programs to introduce and educate pre-professional individuals about the need and benefit of AGMA Membership. This subcommittee came to be known as the Pre-AGMA Awareness Committee or PAAC.

Since its creation, PAAC has been working steadily to fulfill its purpose.

Our members know that a career in the performing arts is a business like any other, and a professional in the performing arts has a right to good wages and safe working conditions. PAAC serves to inform future members of the Union's efforts on behalf of its members and to enlighten them on the importance of membership in the Guild.

PAAC made its first public appearance at the *Classical Singer Convention* held in Hartford, Connecticut last spring. President Linda Mays and National Executive Director Alan Gordon served as spokespersons in a presentation at

the conference. It was such a success that President Mays and Mr. Gordon were invited to the *2005 Classical Singer Convention* scheduled for Memorial Day weekend (May 26-29) in New York.

PAAC continues its efforts offering colleges, conservatories, and other arts institutions a free, introductory seminar about AGMA and the benefits of membership. Some of the issues discussed in the seminar are the process of collective bargaining, AGMA benefits such as Plan B, and programs offered by other organizations such as Union Plus. For

(continues on page 19)

WASHINGTON/BALTIMORE

By Eleni Kallas, Mid-Atlantic Area Representative

February 14, 2005 will be a day long remembered in Washington/Baltimore Area and AGMA history. It is the day that the brave dancers of The Washington Ballet marched forth to the National Labor Relations Board election and exhibited their solidarity in an overwhelming victory to make AGMA their collective bargaining agent. From the onset, these dancers demonstrated admirable and unwavering strength towards their quest for union representation. The trials and tribulations they experienced on the road to election day were many, and throughout the entire process, they demonstrated their professionalism, rehearsing and performing to their fullest potential. The journey continues as we begin the process of creating a tour agreement for this summer's trip to Italy in addition to crafting our first collective bargaining agreement for these talented dancers. Participation and enthusiasm abound in the process, and the anticipation of better wages and working conditions under the umbrella of AGMA representation makes everyone extremely proud of the courage demonstrated by voting "YES" on February 14.

Negotiations were completed for a new four-year collective bargaining agreement with Wolf Trap Opera Company (WTOC). Increases in compensation are 3%, 3%, 4%, and 4% for principal artists, choristers, corps dancers, and production staff. We are extremely pleased to have achieved the inclusion of Health Plan B contributions in the amount of 2%, 2.5%, 3%, and 3% for all artists and production staff for the first time in this company's agreement. Other improvements to the collective bargaining agreement (CBA) include a jointly prepared AGMA/WTOC chorus information sheet for auditions which includes, but is not limited to, such items as the names and dates of productions, rehearsal and performance dates, the current rate of compensation, and the contact information of the AGMA Area Representative. Additionally, the new CBA contains the inclusion of "AGMA Logo and Credit," ensuring that the Union will be recognized in all programs. Wolf Trap Opera Company is located in the "right to work" state of Virginia. Special thanks to those AGMA members who served on the negotiating committee: Bailey Whiteman (chair), Bryan Jackson, Cathryn Olson, Tim Kjer, Cristobel Langan and George Ingram.

Paul McIlvaine appeared at the March 5, 2005 W/B AGMA General Membership Meeting in a tuxedo. At first some



Washington Ballet NLRB Election Victory front row (left to right): Mid-Atlantic Area Representative Eleni Kallas, Laura Urgelles, Kara Cooper, Aaron Jackson, Brian Malek, Brianne Bland, Brian Corman, Elizabeth Gaither; second row: Runqiao Du, Erin Mahoney, Chip Coleman, Zachary Hackstock, and Nikkia Parish.

of us thought he was just a bit overdressed for his presentation at the meeting. We soon learned that Paul, one of the most committed W/B AGMA Board of Governors members, was also singing a concert that same night. Keeping his



Left to right: Brianne Bland, AGMA Mid-Atlantic Area Representative Eleni Kallas, Laura Urgelles, and Erin Mahoney from Washington Ballet's production of *Rite of Spring*.

promise to give a presentation at the meeting, regardless of his singing engagement, demonstrates the dedication of this multi-talented artist. Members were delighted with Paul's presentation regarding the newly created Code of Professional Standards for Agents and Managers Representing AGMA Artists. The value of this Code to assist

AGMA members who are currently under contract with an agent as well as those seeking representation cannot be overstated. While the Code is voluntary, it is nonetheless a good standard that can be used by AGMA members to secure fair and mutually beneficial agreements with agents. We extend our sincere gratitude to Paul for his work on this Code as well as giving the presentation at our spring membership meeting.



AGMA/Wolf Trap Opera Negotiations 2005 (left to right): Bryan Jackson, Cathryn Olson, Chair Bailey Whiteman, General Director Kim Witman, Senior Vice President Ann McKee, and Mid-Atlantic Area Representative Eleni Kallas.

AGMA Procedure on Dues Objections

This is a formal notice, required by law, for all members, new members, joining members, and all other persons working under, or being hired to work under a collective bargaining agreement between AGMA, the American Guild of Musical Artists, AFL-CIO, and an opera, ballet, dance programming, concert, or other company producing operatic music, dance, concerts, or other types of productions. This notice covers all such singers, dancers, stage and production personnel, choreographers, and others rendering services to or employed by such opera, ballet, dance, concert, or other companies producing operatic music, dance programming, concerts, or other types of productions.

The following notice and the procedures related thereto were developed in response to the holdings in a U.S. Supreme Court case known as *Communication Workers of America v. Beck*, relating to the expenditure of dues income for non-representational purposes.

All persons working under an AGMA collective bargaining agreement containing a union security clause are required, as a condition of employment, to pay dues and initiation fees to AGMA. Employees have the right to decide whether they wish to be members of AGMA. Employees who decide not to join AGMA remain obligated, under the union security clause, to pay an agency fee to AGMA equal to regular AGMA dues.

Employees who are not members of AGMA, but who pay dues to AGMA pursuant to a union security clause of a collective bargaining agreement, have the

legal right to object to supporting certain activities which are not related to collective bargaining, contract administration, or grievance adjustment (representational activities) and may obtain a reduction in their dues and initiation fee.

Employees who choose not to become AGMA members and object to paying full dues should be aware that by electing not to become full members, they forfeit the right to enjoy a number of benefits available to members only. Among the benefits available only to full AGMA members are the AGMA Relief Fund; Union Privilege, insurance, health, and loan benefits; the right to attend and participate in Union meetings; the right to run for Union office and to nominate and vote for candidates for Union office; the right to participate in contract ratification and strike votes; the right to participate in development and formulation of Union policies; and the right to participate in the formulation of Union collective bargaining demands.

Audited financial statements are prepared for AGMA which calculate the percentage of expenditures made for representational and non-representational activities. While the exact amount varies slightly each year, approximately 99% of the expenditures each year are for representational activities. Non-members may object to payment of that portion of AGMA dues which are spent on non-representational activities. These include expenditures such as community service and charitable contributions; lobbying; legislative efforts and political activities; members-only benefits; and litigation which is not germane to collective bargaining, contract administration or griev-

ance adjustment. Non-members are legally obligated to pay for expenses connected with representational activities, which include negotiations with employers; enforcing collective bargaining agreements; meetings with employer representatives; member and staff committee meetings concerned with matters relating to employment practices and/or collective bargaining provisions; discussion of work-related issues with employers; handling employees' work-related problems through grievance and arbitration procedures, before administrative agencies or in informal meetings; and union administration, litigation, publications, and professional services relating to any of the above.

We believe that without the concerted political activity of the union movement, the great social legislation of this century such as the Social Security Act, the Family and Medical Leave Act, minimum wage laws and the Occupational Safety and Health Act would never have become law. This remains truer than ever today. In our opinion, community service, legislative activity, lobbying, political activities, and litigation related to broader issues of concern to Union members as citizens are critically necessary for the improvement of working conditions of all members we represent. It is for this reason that we believe that it is essential for AGMA to support such activities which benefit all working people in the United States.

You have the right to decide whether to be a part of this important effort.

AGMA's procedure regarding non-member dues-payers and their right

(continued on page 20)

IN MEMORIAM

Arthur Apy
Ara Berberian

Victor Castelli
*Sergiu Comissiona**
*Dorothy Dow**

Nathalie Krassovska
Richard L. Markley
*David McCarver**
Robert McCracken
Josef Metternich

Micheline Steacy
William Wildermann
*Marcello Viotti**

**Indicates a distinguished individual in a related profession.*

Contract Gains for New York Area Concert Singers

By Pamela Warrick-Smith, Concert Singers Committee Chair

The most recent round of contract negotiations with New York Area choral groups has resulted in significant improvements in collective bargaining agreements with Musica Sacra, New York Concert Singers, Inc., and the New York Philharmonic. Each of these contracts includes increases in wages, establishment of overtime rehearsal rates of time-and-a-half, an increase in break time to ten minutes per hour, increased contributions to benefits, inclusion of Union Credit (recognition of the union in programs), and extensive new language and improved compensation rates reflecting AGMA's recent assumption of jurisdiction over classical recordings and broadcasting.

There are a few changes that are particularly noteworthy. Although Musica Sacra's past contracts have included health benefits, the new contract includes a provision for retirement benefits for the first time. New York Concert Singers, Inc. has agreed to a premium rate for Sunday morning rehearsals.

There was a change where AGMA lost ground. In the New York Philharmonic contract the formula for calculating the ratio of AGMA singers to non-AGMA singers has been adjusted. AGMA has long maintained that a professional orchestra should utilize only professional choristers, but the New York Philharmonic has cited financial constraints or artistic prerogative as reasons for continuing to engage non-AGMA choruses. AGMA was, however, able to establish a clause which required that the Philharmonic employ sixty AGMA singers for future concerts whenever it engaged a non-union chorus. In the new contract, the ratio will remain the same if the non-

AGMA chorus has sixty or more singers. If the non-AGMA chorus has fewer than sixty singers, a singer-for-singer ratio will now be used, unfortunately resulting in a decrease in the number of jobs or "services" owed to AGMA singers.

The new Philharmonic contract does include improvements regarding the use of "ringers." If a non-AGMA chorus wishes to hire professional AGMA singers to enhance the sound of its group, it must limit the number of professionals engaged to ten percent of the total chorus membership. New language in the agreement will make it easier to monitor the number of AGMA ringers used in a non-AGMA chorus and ensure that the appropriate ensemble soloist rates are paid to the AGMA singers.

The Concert Singers Committee was very gratified that several chorus members attended most of the negotiating sessions with the Philharmonic, which were led by attorney Gail Lopez-Henriquez. Everyone who attended agreed that Ms. Lopez-Henriquez provided excellent representation and proved to be a strong advocate for concert singers in New York.

Future Contracts: In upcoming months, the Concert Singers Committee will be preparing for negotiations with Melodious Accord, Music Before 1800, and Voices of Ascension — all of whom have contracts expiring this year. Members who sing with these groups are encouraged to contact the committee with any concerns or suggestions regarding these contracts. As always, you are welcome to participate in pre-negotiation discussions and to attend the bargaining sessions. Help your Union work for you!



Left to right: Committee member Karen Grahm, AGMA Special Counsel Gail Lopez-Henriquez, Concert Singers Committee chair Pamela Warrick-Smith and Committee member Robert Kuehn

AGMA PLAN B CONTRIBUTING EMPLOYERS

AMERICAN REPERTORY THEATRE	GOUGHAM CHAMBER OPERA, INC.	NEW YORK GRAND OPERA SOCIETY, INC.
AQUILA THEATRE COMPANY	GRANT PARK MUSIC FESTIVAL	OPERA COMPANY OF PHILADELPHIA
ASCENSION MUSIC CHORUS AND ORCHESTRA INC.	HOUSTON GRAND OPERA	OPERA PACIFIC
BALLET HISPANICO	JENA COMPANY	OPERA THEATRE OF SAINT LOUIS
BALLET TECH FOUNDATION, INC.	JOFFREY BALLET OF CHICAGO	PHILHARMONIC ORCHESTRA OF NEW JERSEY
BALTIMORE OPERA COMPANY, INC.	KAYE PLAYHOUSE AT HUNTER COLLEGE	PITTSBURGH OPERA, INC.
BOSTON LYRIC OPERA	LOS ANGELES OPERA	PORTLAND OPERA ASSOCIATION, INC.
CENTRAL CITY OPERA ASSOCIATION	LYRIC OPERA OF CHICAGO	SAN DIEGO OPERA ASSOCIATION
CHAUTAUQUA OPERA ASSOCIATION	LYRIC OPERA OF KANSAS CITY	SAN FRANCISCO OPERA ASSOCIATION
CHICAGO OPERA THEATRE	MELODIOUS ACCORD	SANTA FE OPERA
CINCINNATI OPERA ASSOCIATION	MICHIGAN OPERA THEATRE	SEATTLE OPERA ASSOCIATION
CITY CENTER 55TH STREET	MOVIN' OUT BROADWAY	TRI-CITIES OPERA
CLASSIC STAGE COMPANY	MOVIN' OUT TOURING COMPANY	WASHINGTON NATIONAL OPERA
DALLAS OPERA	MUSICA SACRA	WESTERN OPERA THEATER
FLORENTINE OPERA COMPANY, INC.	MUSIC BEFORE 1800, INC.	
FLORIDA GRAND OPERA	MUSICA SACRA	
	NEW YORK CITY OPERA	
	NEW YORK CONCERT SINGERS, INC.	

The AGMA Artists/Agent Code: A Singer's Perspective

By Paul McIlvaine

Part 2: HOW TO USE THE CODE

The Code is a tool for AGMA members to use for assistance in negotiations with a potential agent. Since most agents prepare and propose their own contract to a prospective client, I urge a careful comparison of each proposed artist management contract clause against the Code. Anything that deviates from the Code should be discussed with the agent. A good, honest agent will be able to explain why any of his or her proposed clauses differ from those in the Code. The code is not meant to be followed blindly. Rather, it is meant as a starting point from which to tailor a contractual agreement to the unique circumstances of each agent and client artist. Although the voluntary Code itself is unenforceable by AGMA as a stand-alone document, all provisions of this Code that are incorporated as clauses in an agent/artist management contract are fully enforceable under the laws of the state having jurisdiction.

Since no classical performing artist agent/manager industry professional association exists, this Code is the *de facto* standard for this industry at this time. Members (particularly those in their first negotiations with agents) now have written standards from which to conduct their negotiations. Members can point to the code and challenge an agent who claims that a \$10,000 retainer fee is the industry standard. They will know that an agent should not charge a commission on per diem, transportation, or housing. Members will also be aware of their own obligations and know that, even after a contract expires, they are still obligated to pay (in a timely manner) commissions on all future engagements booked by that agent. Both artists and agents/managers can now avoid problems by identifying specific contractual items that are neither in their best interests nor in the best interests of the industry as a whole.

Education is another benefit of the Code. Most new artists seeking representation are largely uneducated in busi-

ness matters and at a considerable disadvantage in negotiations with an agent. A review of the Code provides our members with the knowledge to reject a three-year, self-renewing, exclusive artistic management contract with no financial reporting requirements. Those who are being courted by two or more agents can identify and reject or re-negotiate the less advantageous offer.

If an individual cannot understand one or more clauses in a proposed contract, then these clauses are probably poorly written. In this case, the prospective client has the right to insist that they be rewritten before signing the contract. A satisfying, mutually beneficial, long-term relationship must be built on the foundation of a fair and equitable business relationship characterized by good communication and full understanding of the respective responsibilities of each party.

HIGHLIGHTS OF THE CODE:

The full text of the code is provided on 21 of this issue of *AGMAZINE* and on the AGMA Website www.musicalartists.org. Elaboration of a number of provisions is provided here:

Paragraph I. 3: Written Agreement:

Although there are instances where artists and managers have a successful business relationship without a formal, written agreement, it is recommended that a written agreement, freely incorporating all or some portions of the code, be created. Additionally, a specific term, preferably three or fewer years, that is not self-renewing, is recommended. This requires a periodic renegotiation, which is felt to be in the best interests of both artist and agent.

Paragraph I. 4: Retainer Fees: The essence of a fair, equitable and mutually beneficial business relationship is: in the case where the artist receives significant income, the agent should also receive significant income. Conversely, when the artist receives little or no income, the agent should also receive little or no

income. A retainer or a regularly recurring fee skews the balance unreasonably in favor of the agent. It is simply bad business for one party to make money when the other does not. Hence, AGMA is opposed to retainers or regularly recurring fees. Additionally, as a matter of fairness and accountability, all agents should only charge for expenses that are fully specified and completely documented.

Paragraph I. 5: Commissions:

Commissions are the primary source of income for agents/managers and, as a matter of fairness, are entitled to commissions on all employment they secure on behalf of the artist.

Paragraph I. 6: Commissions on Expense Reimbursements:

It is customary for an employer to provide per diem, transportation, housing, and other expense reimbursements for artists who must travel to perform. An agent is not entitled to collect commissions on artist expenses, which are separate and distinct from performance fees.

Paragraph I. 7: Expense Reimbursement Accounting:

In addition to commissions, it is customary for artists to reimburse their agents for all reasonable expenses of promotion. The agent, however, must account to the artist for all such expenses. If desired, the artist has the right to examine pertinent books and records of the agent (at reasonable times) that support such expenses.

Paragraph I. 10: Artist Obligations:

It is imperative that the artist thoroughly read and understand each and every provision in the artist management agreement and execute same to the best of his or her ability. This is an integral part of the artist's reputation. Remember, agents do talk to each other.

Paragraph I. 11: Termination:

If either party fails to live up to their contractual obligations, then it is in their mutual best interest to terminate their business relationship. An opportunity is provided to terminate the agreement if,

(continued on page 17)

A Singer's Perspective (continued from page 16) after a reasonable amount of time (to be specified for each artist), no current or future employment is secured. Moreover, if an artist (for whatever reason) is unable to secure employment while working with a manager, then it is in the best interests of all parties to either change their strategy or terminate their agreement as soon as possible.

Paragraph II. 1: Commissions on Future Work: As a matter of fairness, an agent is entitled to a commission on all future work secured for an artist while the artist is under contract to that agent.

Paragraph II. 2: Letter Acknowledging Termination: Since an agent is entitled to commissions on all future work secured for an artist while the artist is under contract to that agent, it is a matter of best business practice to identify all such work upon contract termination. Also, a final financial statement for all expense reimbursements and other items should be provided as soon as possible. This allows a clean and proper end to a business relationship.

Paragraph II. 4: Advance Authorization for Expenses: It is customary in this business for agents to be authorized to spend up to a specified limit for advertising and promotion without the artist's specific consent. This recognizes that an agent may need to quickly respond to employment inquiries (for example, a last minute substitution). It is unreasonable and self-defeating to expect an agent, unable to quickly contact an artist, to await approval before acting in the best interests of the artist. Additionally, as a matter of good business practice, itemized statements of expenses should be provided not less often than quarterly.

Paragraph III. 1: Commissions on AGMA Minimums: AGMA collective bargaining agreements with signatory companies already include negotiated minimum compensation, work rules, and the like. An agent whose artist performs at a signatory company for the already negotiated minimums has added no value and, in all fairness, should not be entitled to a commission on what another organization (AGMA) has already negotiated on behalf of the artist.

Paragraph III. 5: Commissions on Bookings Arranged by Artist: As a matter of fairness, an agent is not entitled to commissions on work that they did not arrange or were not involved with in any way. For example, there might be the rare occasion when someone with whom you have had a long standing personal relationship directly asks you to perform. All new inquiries from potential employers should, of course, be referred promptly to the agent. Keep in mind that even if an artist provides the initial contact with a potential employer, an agent is entitled to a commission if the agent subsequently negotiates and secures employment for the artist. It is imperative that full and complete coordination of all activities in this area take place to avoid problems.

Paragraph IV: Deal Memorandum: Agents who use the best business practices provide full information to their artists regarding their obligations of employment in order to avoid problems. For example, a singer is given an airplane ticket to a foreign country and told that someone will meet them with all the details and arrangements, but no one is there upon the artist's entry into the country. Another example is an agent who fails to inform the artist of his or her contractual obligation to show up with six publicity photos for the newspapers.

SUMMARY

Three important elements of success in this business are the artist, the agent, and the business climate in the arts industry. All three of these elements must operate in harmony to yield success and satisfaction.

The business climate in the arts industry is an uncontrollable element. The classical performing arts business is an excruciatingly competitive industry with an overabundant supply of artists simultaneously vying for a very limited number of employment opportunities. The supply of artists almost always exceeds the demand. In many cases, a potential employer may (as a result of auditions) have identified five singers who can each competently perform a role. The eventual selection of a single individual to per-

form the role is not necessarily a repudiation of either the artistry of the remaining four or the skill of their respective agents. There have been cases where the employer selected the one artist to employ on the basis of who would best fit into the existing costume. Other cases exist where the employer, who previously asked for and auditioned a tall singer, decides at the last minute on a different body type.

Most agents are honest businesspersons trying to earn a living in a difficult and frustrating industry. Agents are not superheroes. An agent can open the door to an audition, provide advice on repertory, give appearance suggestions and proffer other professional advice. It is largely up to you to secure the job through your artistry.

The artist must be willing to listen to the agents' suggestions, act on these, or discuss other alternatives. Communication between the agent and artist is the most important ingredient for success in this relationship. This intangible element of success cannot be reduced to words in an agreement. Empathy is a key basis for this communication.

This is a seasonal industry where employment opportunities are cyclical. Too many singers who experience difficulty in finding a continuous, adequate stream of lucrative employment first look to place blame on their agents. High turnover in many agent rosters may demonstrate this. The most difficult aspect of being a performing artist is assessing the real cause of problems, since each problem may be the result of actions taken or not taken by the artist, agent, or industry.

THE FUTURE

Right now, the AGMA artist and potential agent are the two principals involved in the negotiation of an artistic management contract. The Code is an excellent starting point for negotiation and should help both parties to reach a fair and equitable business arrangement quickly and efficiently. Hopefully, this will lead to improved understanding, realistic expectations, fair play and more equitable

(continued on page 18)

Create Your Tomorrow Today

By Beth Millman, Southern California Area Representative

"They (Career Transition for Dancers) understood what I achieved as a dancer and saw it as proof that I could achieve other things." Floyd Flynn, former Principal Artist of the Martha Graham Dance Company, and currently a designer for Ethan Allen Furniture, as quoted in Career Transition for Dancers' literature.

If the word "transition" puts you into a state of denial, depression or fear, you are not alone. Many of your colleagues have experienced the same feelings, but thanks to Career Transition for Dancers (CTFD), they have transformed these feelings into customized plans of action created with the assistance of CTFD's professional staff. Since 1985, CTFD has served the professional dance community by assisting dancers with their challenging, but necessary, transition through identifying and pursuing meaningful careers after dance.

While many of CTFD's clients are at or near the end of their careers, if you talk to the staff of CTFD, they will tell you that the time to start planning your career transition is now, while you are still actively dancing. Such planning with your transition will help turn what can be a confusing and emotional time into a more empowered and encouraging one.

From January 2003 to April 2004, CTFD awarded thirty-two AGMA members \$40,347 for educational scholarships and entrepreneurial ventures. During that same time, AGMA members received 310 hours of individual and group career counseling. In addition, twenty-seven AGMA members received thirty-five hours of one-on-one career counseling through CTFD's national career hotline.

To qualify for CTFD's services, you must have had at least

seven years of paid professional work with an average income of \$8,000 per year in your seven best years. The seven years do not have to be consecutive. If you qualify, you can begin to take advantage of CTFD's many services. They include: individualized career counseling services, education scholarships, entrepreneurial grants, seminars, focus and support groups, a national networking directory, a National Outreach Project, computer literacy instruction, and career resource centers. CTFD retains two career counselors on staff: Lauren Gordon in New York, and Paulette Fried in Los Angeles. Its Executive Director is Alexander J. Dube, who is based in New York, and in Los Angeles, CTFD's Administrative Director is Joanne DiVito.

For dancers not based in New York or Los Angeles, Career Transition for Dancers has embarked on an ambitious National Outreach Project that has taken its staff to Seattle, Portland, Boise, San Francisco, Boston, Chicago, Miami, and Atlanta, where its career counselors reach out to the professional dance community in each city and explain how dancers can utilize its services and one-on-one counseling. In 2005, the National Outreach Project will travel to Houston, Philadelphia, Las Vegas, and Washington D.C., among other cities. If you are interested in attending any of these Outreach Projects, give CTFD a call for the dates and times in each city.

For those dancers thinking of pursuing a bachelor's degree, CTFD provides information on an innovative adult education program called LEAP (Liberal Education for Arts Professionals), which is offered through Saint Mary's College

(continues on page 20)

A Singer's Perspective *(continued from page 17)* practice in the industry today. Data on the effectiveness and usefulness of the code is hereby solicited from both artists and agents. The data will be gathered and provide an analytical basis for any future changes and evolution of the code, or other actions.

AGMA needs to continue the momentum of this first step in the education of its membership and extend this to other related areas. AGMA's limited resources can be put to better use in preventing problems through encouraging fair and equitable business relationships from the outset rather than arbitrating a multitude of repetitive, avoidable problems on a

case-by-case basis. Problem prevention is a better strategy for all. This is what AGMA hopes to achieve in the adoption and promulgation of this professional code of conduct for agents and artists.

FEEDBACK

Comments and suggestions to improve the Code are solicited from both artists and agents/managers. Please address all comments on this article and/or the Code to: AGMA@MusicalArtists.org.

Paul McIlvaine is a member of the Board of Governors of the American Guild of Musical Artists from the Baltimore/Washington area, who first pro-

posed the idea of a voluntary code. He is a tenor and has appeared with The Virginia Opera, Greater Buffalo Opera, Washington Opera, and Opera Orchestra of New York. He also produces and delivers a Master Class Seminar entitled "Managing Your Artistic Business."

Part 1: "How the Code Came About" was featured in the January 2005 issue of *AGMAzine*. Copies of the Code of Professional Standards for Agents and Managers can be found on page 21 of this issue of *AGMAzine* and on AGMA's website www.musicalartists.org under Important News.

CONTACT LIST OF ASSISTANCE, MEMBER-ONLY SERVICES, AND DISCOUNTS

Actors Federal Credit Union	(212) 869-8926	www.actorsfcu.com
The Actors' Work Program		www.actorsfund.org/actors/human/work.html
The Actors' Work Program - New York	(212) 354-5480	blevinso@actorsfund.org
The Actors' Work Program - Chicago	(312) 372-0989	dtowne@actorsfund.org
The Actors' Work Program - Los Angeles	(323) 933-9244, ext. 50	ltrotter@actorsfund.org
The Actors' Fund		www.actorsfund.org
The Actors' Fund - East Coast	(212) 221-7300 (800) 221-7303	seligson@actorsfund.org
The Actors' Fund - Midwest	(312) 372-0989 (800) 221-7303	dtowne@actorsfund.org
The Actors' Fund - West Coast	(323) 933-9244 (800) 221-7303	intakela@actorsfund.org
AGMA Relief Fund - Donations	(800) 543-AGMA (2462)	susan@musicalartists.org
AGMA Relief Fund - Intake East	(212) 221-7300 or (800) 221-7303	
AGMA Relief Fund - Intake Midwest	(312) 372-0989 or (800) 221-7303	
AGMA Relief Fund - Intake West	(323) 933-9244 or (800) 221-7303	
AGMA Retirement & Health (Plan A, AGMA Pension Plan, and AGMA Retirement Plan	(212) 765-3664	www.agmaretirement-health.org
AGMA Health Plan B (Administrative Services Only)	(866) 263-1185	
Artists' Health Insurance Resource Ctr - NY	(212) 221-7300, ext. 165	www.ahirc.org
Artists' Health Insurance Resource Ctr - LA	(323) 933-9244, ext. 32	AHIRC@actorsfund.org
Career Transition for Dancers - New York	(212) 764-0172	info@careertransition.org
Career Transition for Dancers - Los Angeles	(323) 549-6660	info-la@careertransition.org
Career Transition for Dancers - Outside of New York and Los Angeles	(800) 581-CTFD (2833)	www.careertransition.org
TEIGIT (The Entertainment Industry Group Insurance Trust)	(212) 758-5675 (800) 886-7504	www.teigit.com teigit@teigit.com
Union Privilege/Union Plus	(800) 452-9425 (202) 293-5330	www.unionplus.org

PAAC (continued from page 12, bottom)

example, Mr. Gordon and Frances Ginsberg, Governor and PAAC member, met with New York University music majors to discuss aspects of the business and Union membership. Meeting and talking with the students of today helps to establish a relationship with the Union members of tomorrow.

You can help. Many of our future members are currently enrolled in college or conservatory programs. If you think your *alma mater*, or an institution or program with which you are affiliated in some way, may be interested in the PAAC seminar, contact the National Office. There is no better time to educate prospective AGMA members about their future in the business of the performing arts, and PAAC is excited to be leading the way in their pre-career education on their future involvement in our Union.

The Society of American Fight Directors (SAFD) issued its 2004 President's Award to AGMA 3rd Vice-President John Coleman who "rendered outstanding service to the SAFD and the art form of Stage Combat," writes SAFD President Chuck Coyl. John's "aid in our efforts to gain collective bargaining rights for Fight Directors has been invaluable and has yielded gains not just within AGMA venues but elsewhere."

(continued from page 14)

to seek a partial reduction of their dues and initiation fees has been developed in response to decisions of the United States Supreme Court.

Pursuant to AGMA's procedure, there is an annual period for a non-member to indicate an objection to AGMA's expenditures. Objections filed within thirty days of your receipt of this notice will be effective immediately. If you choose to object at a later time, an objection may be filed in the thirty days following your resignation from membership or in the objection period. The objection period is from June 1 through June 30. Non-members who express their objection within that period will have their dues (and, if applicable, initiation fees) reduced for the 12 months beginning August 1 and running through July 31. AGMA estimates that any such reduction will be less than 1% of total dues and fees otherwise due.

The AGMA objection procedure

works as follows:

Dues and initiation fees payable by objectors will be based on AGMA's expenditures for those activities it undertakes to advance the employment-related interests of the employees it represents, described above as representational activities. Non-members who object to payment of full dues will receive an explanation of the basis for their reduced dues/fees. That explanation will include a list of the major categories of expenditures for activities deemed to be both "representational" and "non-representational," and an accountant's report verifying the breakdown of these "representational" and "non-representational" expenditures. Objectors have the option of challenging AGMA's verified calculation of the reduced dues/fees before an impartial arbitrator appointed by the American Arbitration Association, and a portion of the objector's dues/fees reflecting sums

reasonably in dispute will be held in escrow pending the arbitrator's decision. Details concerning the arbitration process will be provided to any objectors who challenge the dues/fees.

Non-members who have objected to payment of full dues will be required to pay that percentage spent on representational activities and will have their dues reduced by the amount spent on non-representational activities. They will not receive any members-only benefits or privileges.

Objections should be directed to the AGMA Membership Department Supervisor, 1430 Broadway, New York, New York 10018. All objections must contain the objector's current home or mailing address. The reduced dues/fees of objectors will be calculated and reflected in the dues/fees bills. Individuals desiring to retain "objector" status must renew their objections during each annual objection period.

Career Transition for Dancers (continued from page 18)

of California. The program's Founder, Claire Sheridan, who also founded the dance program at Saint Mary's and was herself a dancer, recognized the great need for such an innovative program exclusively for the dance community. In 2002, Claire asked Mark Baird to become the program's new Director. Mark, a former Joffrey Ballet dancer and LEAP graduate, expanded the program to include the Los Angeles dance community, and is currently exploring the feasibility of offering the LEAP program in New York. LEAP, a rigorous academic program, offers college credit for dance experience as well as for prior learning in other areas. LEAP's mission is to empower current or former dancers through a convenient, affordable part-time B.A. program (three to four years) in a nurturing and supportive environment. For more information on this program, contact Mark Baird, Program Director of the LEAP

Program at Saint Mary's College of California, at (925) 631-8553, or Joanne DiVito, Administrative Director, in the CTFD Los Angeles Office, at (323) 549-6660.

Career Transition for Dancers has offices in New York and Los Angeles. In New York City, the office is located at the Caroline and Theodore Center for Dancers, 165 West 46th Street, Suite 701, (212) 764-0172, or info@careertransition.org. In Los Angeles, CTFD can be found in the "SAG" building at 5757 Wilshire Boulevard, Suite 902, (323) 549-6660, or info-la@careertransition.org. They also offer a nationwide career hotline at (800) 581-2833 that offers career counseling by phone. You can also visit their website at <http://www.careertransition.org> for more information.

This is the first in a series of articles to be written on career transitions for dancers. Look for upcoming articles in future issues of AGMAZINE.

MEMBERSHIP DEPARTMENT NEWS

HAVE YOU RECENTLY MOVED?

If you change your mailing address, it is important that you notify AGMA's Membership Department in writing. Additionally, AGMA's Retirement Plan and Health Fund Plans must also be notified separately.

RECEIVE YOUR BILL BY E-MAIL?

Yes, the Membership Department has the ability to send bills by e-mail. If you would like to receive your bill by e-mail, please contact the Membership Department at: membership@musicalartists.org.

CODE OF PROFESSIONAL STANDARDS FOR AGENTS AND MANAGERS REPRESENTING AGMA ARTISTS

This Code sets forth the standards of professional conduct and preferred business practices governing the relationship between members of the American Guild of Musical Artists and the Agents and Managers that represent them.

This code may be used to assist Agents/Managers and AGMA Artists in negotiating and arriving at a fair, equitable and mutually beneficial business relationship. Each Agent/Manager and Artist who utilizes all or parts of this Code shall strive to attain, achieve and maintain the most exemplary levels of quality, honesty and integrity.

When used in this Code, the word "Agent" includes every agent, manager, personal representative, person and business entity representing AGMA Artists for the purpose, in whole or in part, directly or indirectly, of securing performance bookings or other employment for such Artists and who conduct compensation negotiations with regard to the employment or services of such Artists.

I. Essence of the Code

1. An Agent's relation and obligation to Artist shall be that of a fiduciary, and each Agent shall perform in such a manner as to advance and protect the best interests of each represented Artist.

2. An Agent is further obliged to maintain strict confidentiality about an Artist's personal information, opinions, discussions, consultations, correspondence, contractual deliberations, etc., shared, developed or gleaned during the course of this fiduciary relationship, as well as any information, derived from any source, that is potentially damaging or injurious to an Artist. No Agent may breach such confidential trust for any purpose, including an Agent's personal memoirs, without a specific written prior release from the Artist.

3. The respective responsibilities of each party shall be specifically set forth by the Artist and the Agent in a written agreement, which agreement may freely incorporate therein, portions, or the entirety, of this Code. No such agreement shall be valid for a term in excess of three (3) years, nor can it renew itself.

4. No Agent shall charge any Artist a retainer or other regularly recurring fee, or any charge for expenses that are not specified and completely documented.

5. Every Agent shall be entitled to receive and collect commissions from an Artist in accordance with the schedule and provisions set forth in this Code for any and all employment secured by such Agent for, and performed by, such Artist.

6. No Agent shall charge, or attempt to collect, commissions from any Artist for per-diem, transportation, housing, or other advances or reimbursements made to Artist by others for Artist's expenses.

7. An Agent shall be entitled to be reimbursed by Artist for

all reasonable expenses actually incurred by the Agent, with the Artist's prior consent, on Artist's behalf, but Agent must account to the Artist for all such expenditures. The Artist shall have the right to examine the pertinent books and records of the Agent at reasonable times.

8. No Agent shall discriminate against or in favor of any Artist because of his or her race, sex, age, national origin, disability, religious affiliation, sexual orientation, or membership in AGMA or other labor organization.

9. Every Agent shall promptly forward to Artist all communications from AGMA that are addressed to Artist as well as all business or personal communications addressed to Artist in care of Agent.

10. Artist shall fully, fairly and completely abide by all of his or her obligations to Agent.

11. An Agent may terminate his or her agreement with an Artist if the artist fails to remit appropriately due commissions to the Agent in a timely manner. An Artist may terminate his or her agreement with an Agent if the Agent breaches his or her fiduciary duty to the Artist, rejects any offer of employment for the Artist without the Artist's informed consent, or fails to pay over to such Artist in a timely manner any monies due to the Artist. An Artist may also terminate said agreement if the Agent should fail to secure any present or future employment for the Artist during the first ___ consecutive days of said agreement. [Note: Depending on the level of experience of the Artist, it is recommended that 90-270 days be entered as appropriate.] By mutual agreement, Agent and Artist may determine to jointly terminate their agreement at any time.

II. Reciprocal Responsibilities of AGMA Artists and their Agents

1. AGMA Artists recognize their obligation to perform engagements booked on their behalf by the Agent with the Artist's consent and to pay, on a timely basis, all appropriate commissions due to the Agent for any such engagements. These obligations continue even after the termination of the agreement between the Artist and the Agent for any engagements previously booked by Agent with the Artist's consent. Artists shall also be obliged to pay the appropriate commission(s) in the case of any engagement that materializes from an offer that was pending at the time of said termination, regardless of who actually finalized the terms of the engagement. For a period of twelve (12) months following said termination, any reengagement of the Artist by any employer to whom the former Agent had introduced the Artist and for whom the Artist had worked during the final twelve (12) months prior to said termination, shall oblige the Artist to pay said former Agent a split or reduced commission of no less than five percent (5%).

(continued on page 22)

Artists/Agents Code (continued from page 21)

2. Where the Guild Security Provision of any collective bargaining agreement between AGMA and an employer requires that an Artist be or become, and subsequently remain, a member of AGMA in good standing as a condition of employment, Artists shall comply fully with that provision, and no Agent shall represent an Artist that does not so comply.

3. Whenever any agreement between an Artist and an Agent is terminated, the Agent shall issue promptly a letter acknowledging such termination, which letter shall include a final financial statement and a list of all future engagements booked by that Agent for that Artist as well as any pending offers of engagement.

4. The maximum amount that an Agent may spend for advertising or promotion on behalf of any Artist without the Artist's specific written advance consent is \$_____ at any one time and not more than \$_____ per year. [Note: Depending on the financial resources of the Artist and the business practices of the agent, it is recommended that \$20.00-\$200.00 and \$100.00-\$800.00, respectively, be entered as appropriate.] No less frequently than once each calendar quarter, agent agrees to furnish the Artist itemized statements of all expenditures incurred since the previous such statement for advertising, promotion and any other purpose, according to the original bills.

III. Maximum Commissions

1. No Agent may charge a commission on per diems, housing, round-trip travel, health and retirement benefits or on any AGMA-covered compensation that is less than AGMA scale plus 10%. "AGMA scale" shall be deemed to include contractual rehearsal and overtime pay as well as per-performance or weekly performance fees as required by the relevant collective bargaining agreement. At the Agent's request, AGMA shall make available to Agent copies of the AGMA collective bargaining agreements which incorporate this information.

2. The maximum commissions which Agent may receive from the fees paid to the Artist for all engagements booked by the agent with the Artist's consent shall be as follows:

- | | |
|--|-----|
| (a) Operatic engagements, including operetta, singspielsmusicals and other staged performances | 10% |
| (b) Dance engagements | 10% |
| (c) Regular concert engagements, including symphony orchestra, oratorio and recitals (except that no commission shall be charged for any recital given at risk and expense of Artist, or for the expense of engaging an accompanist) | 20% |
| (d) Broadcast of any live performance (of additional overscale compensation received by Artist) | 10% |

- | | |
|---|-----|
| (e) Civic and community engagements [e.g., service clubs, sporting events, public ceremonies, religious services] | 15% |
|---|-----|

- | | |
|--|-----|
| (f) Release in other media (of additional overscale compensation received by Artist) | 15% |
|--|-----|

3. In those cases where Agent shall be entitled to commissions for the release of Artist's work product in any other medium, Agent shall be entitled to continue to receive such commission, even after the termination or expiration of the term of the agreement between Agent and Artist, for whatever period of time in which Artist continues to receive monies, royalties or other financial considerations.

4. Upon receipt of contractual fees by the Artist or other person authorized by the Artist, commission shall be promptly payable by the Artist to the Agent. In cases where Artist has not been paid because of Artist's absence from performance without just cause, Artist shall remain responsible for payment of agreed commissions. In the absence of an advance, specific, written authorization from the Artist for each such occurrence, no Agent may intercept or in any manner arrange for any fees to be delivered to any person or any entity other than the Artist.

5. Agents shall not charge any commission on bookings arranged, secured and negotiated solely by the Artist. Artist shall fully coordinate and apprise Agent of any and all activities and commitments in this area.

IV. Deal Memorandum

1. Agents shall execute a Deal Memorandum with Artists for each and every employment opportunity obtained by an Agent for an Artist.

2. Each and every Deal Memorandum shall include the specific requirements of the engagement, including dates and times of performances and rehearsals, and the compensation due to Artist, and the amount of commission owed by reason of such compensation.

3. Each and every Deal Memorandum shall also include the arrangements for Artists' transportation, housing, per-diem or reimbursed expenses, required publicity arrangements and other relevant terms relating to the performance of the engagement. Any so-called "lump-sum fees" which incorporate per-diems, housing, travel or other non-commissionable benefits, must be broken down on a separate schedule which specifically identifies the accurate net amount subject to the commission.

4. Nothing in any agreement between an Agent and an Artist or in any Deal Memorandum shall contain any provision less favorable to the Artist than those set forth in this Code.

V. Resolution of Disputes

Disputes arising between an Artist and an Agent shall be governed by, and resolved pursuant to, the law(s) of the state having jurisdiction over such dispute.

AGMA Members Use Union Privilege/Union Plus

What does the Union do for you? Presidents of AFL-CIO unions asked Union Privilege to bring you, a union member, valuable products and services that will enhance your life and save you money.

As promised, this issue of the *AGMAzine* lets you see just how much money union members have saved by taking advantage of the benefits provided by Union Privilege/Union Plus. The chart below presents the status, as of 2004, of many of the available benefits and services.

<p>Health Savings (AGMA Members)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Claims</td> <td style="text-align: right;">459</td> </tr> <tr> <td>Dollars of Claims</td> <td style="text-align: right;">\$73,364</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$26,311</td> </tr> </table> <p>Credit Cards (AGMA Members)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Active Accounts</td> <td style="text-align: right;">680</td> </tr> </table> <p>Legal Services</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Total Referrals</td> <td style="text-align: right;">187,520</td> </tr> <tr> <td>Total Saved on Initial Consultation</td> <td style="text-align: right;">\$14,064,000</td> </tr> </table> <p>Car Rentals</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Total Rental Revenue</td> <td style="text-align: right;">\$26,061,838</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$3,127,421</td> </tr> </table> <p>Flowers Discounts</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Total Orders</td> <td style="text-align: right;">69,141</td> </tr> <tr> <td>Total Dollars in Orders</td> <td style="text-align: right;">\$3,481,240</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$522,186</td> </tr> </table> <p>Auto Buying</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Referrals</td> <td style="text-align: right;">1,941</td> </tr> <tr> <td>Number of Purchases through the Program</td> <td style="text-align: right;">509</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$439,267</td> </tr> </table> <p>Union-Made Checks</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Check Orders</td> <td style="text-align: right;">15,362</td> </tr> </table>	Number of Claims	459	Dollars of Claims	\$73,364	Total Saved	\$26,311	Number of Active Accounts	680	Total Referrals	187,520	Total Saved on Initial Consultation	\$14,064,000	Total Rental Revenue	\$26,061,838	Total Saved	\$3,127,421	Total Orders	69,141	Total Dollars in Orders	\$3,481,240	Total Saved	\$522,186	Number of Referrals	1,941	Number of Purchases through the Program	509	Total Saved	\$439,267	Number of Check Orders	15,362	<p>Computer Sales</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Total Sales</td> <td style="text-align: right;">\$2,235,681</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$167,676</td> </tr> </table> <p>Home Heating Oil Discounts (New)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Participants</td> <td style="text-align: right;">182</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$36,400</td> </tr> </table> <p>Credit Counseling</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Phone Inquiries</td> <td style="text-align: right;">523</td> </tr> <tr> <td>Number of Web Inquiries</td> <td style="text-align: right;">249</td> </tr> <tr> <td>Number of Debt Management Plans</td> <td style="text-align: right;">45</td> </tr> </table> <p>My FICO (Credit Risk Score)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of FICO Score Orders</td> <td style="text-align: right;">5,642</td> </tr> </table> <p>North American Van Lines</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Moves</td> <td style="text-align: right;">849</td> </tr> </table> <p>Wireless Service</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of plans</td> <td style="text-align: right;">275</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$13,167</td> </tr> </table> <p>Entertainment Discounts</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Total Sales</td> <td style="text-align: right;">\$93,088</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$18,618</td> </tr> </table> <p>Health Club Discounts (New)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Number of Participants</td> <td style="text-align: right;">72</td> </tr> <tr> <td>Total Saved</td> <td style="text-align: right;">\$15,696</td> </tr> </table>	Total Sales	\$2,235,681	Total Saved	\$167,676	Number of Participants	182	Total Saved	\$36,400	Number of Phone Inquiries	523	Number of Web Inquiries	249	Number of Debt Management Plans	45	Number of FICO Score Orders	5,642	Number of Moves	849	Number of plans	275	Total Saved	\$13,167	Total Sales	\$93,088	Total Saved	\$18,618	Number of Participants	72	Total Saved	\$15,696
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Number of Phone Inquiries	523																																																												
Number of Web Inquiries	249																																																												
Number of Debt Management Plans	45																																																												
Number of FICO Score Orders	5,642																																																												
Number of Moves	849																																																												
Number of plans	275																																																												
Total Saved	\$13,167																																																												
Total Sales	\$93,088																																																												
Total Saved	\$18,618																																																												
Number of Participants	72																																																												
Total Saved	\$15,696																																																												

Jump on the bandwagon! Go to www.unionplus.org and see exactly what programs AGMA members in good standing are eligible to use by clicking on the "Show me ALL my Union Plus Benefits" button and filling in the blanks. Or call (800) 452-9425. Why wait? Take advantage of belonging to AGMA by making use of these benefits today.

Tom Dillon – A Final Thank You

By AGMA President Linda Mays



Tom Dillon, president of The Actors' Fund from 1989 to 2004, died at the age of 86 of natural causes on March 14, 2005, at The Actors' Fund Home, surrounded by colleagues with whom he had worked and served.

Tom was deeply committed to developing the resources for entertainment professionals who were in need. During his tenure, affordable housing, the

Artists' Health Resource Center, and many other vital services and facilities became a reality for our members. At the time of his death, Tom was involved in preparations for a fundraising initiative celebrating the 125th anniversary of The Actors' Fund.

The Actors' Fund administers AGMA's Relief Fund, networking with many other benevolent funds on behalf of AGMA members in need.

AGMA Relief Fund Needs Emergency Relief

The AGMA Relief Fund is maintained by members, for members.

Approximately 6,000 AGMA members in good standing receive the *AGMAzine*.

Approximately 6,000 AGMA members in good standing are eligible to apply for AGMA Relief Fund emergency assistance.

The Relief Fund needs a donation from each of you to meet the minimum annual \$100,000 donation goal. Join the family of compassionate donors.

Mastercard and Visa are now accepted for a minimum con-

tribution of \$25.00.

For more information, please contact Susan Davison by phone: (800) 543-AGMA (2462), or by e-mail: susan@musicalartists.org. To make a donation, please use the form located at the bottom of this page.

If you are in need, call an intake worker at The Actors' Fund, which administers the AGMA Relief Fund:

East Coast: (212) 221-7300 or (800) 221-7303

Midwest: (312) 372-0989 or (800) 221-7303

West Coast: (323) 933-9244 or (800) 221-7303

AGMA Members Perform for the Relief Fund

San Francisco Area AGMA soloists and singers from the San Francisco Opera Chorus and San Francisco Symphony Chorus will pool their talents to raise money and awareness for the AGMA Relief Fund and the Interfaith Center of the Presidio. AGMA performers will present two separate and distinctly different programs of songs, arias and ensembles on two Sunday afternoons in April. These concerts demonstrate the ingenuity, compassion and generosity of our artistic community. Thank you, Bay Area AGMA artists!

Information on the concerts may be found at www.interfaith-presidio.org or by calling (415) 441-2343.

AGMA RELIEF FUND DONATION FORM, PLEASE SEND TO:

Susan Davison, AGMA Relief Fund
1430 Broadway, 14th Floor, New York, NY 10018
Make checks payable to the AGMA Relief Fund

My contribution to the AGMA Relief Fund is:

\$100 \$75 \$50 \$25 Other

Card#: _____ - _____ - _____ - _____ Exp. Date: __/__/__ Bank V Code: _____ (last 3 digits on back of card)

Name: _____

Address: _____

E-mail: _____

In memory of: _____ In honor of: _____

Name of person to receive acknowledgment letter: _____

Address: _____

