



# AGMAZINE

Official Publication of the American Guild of Musical Artists  
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## EXECUTIVE DIRECTOR'S REPORT

BY ALAN S. GORDON

### *Solidarity Forever?*

The phrase 'Solidarity Forever' first became popular as a union slogan in 1915, when Ralph Chaplin wrote a song by that name for the Industrial Workers of the World. Since then, and generally adopted by the AFL-CIO, it's the one tenet of unionism that every member knows.

The dictionary defines the word 'solidarity' as: "a fellowship or community of interests, purposes, responsibilities or sympathies among members of a group."

Its etymology is the French word *solide*, first used in 1765 meaning "interdependent" and *solidarité* in 1841 meaning "mutual responsibility."

But does that slogan have much real-world meaning among unions today?

Does AGMA, for example, share a community of interests, purposes, responsibilities and sympathies with Actors' Equity? On the surface, it would appear that AGMA and Equity should have a mutual responsibility to performers, at the very least to performers who are members of both unions. Recent events, however, have called into question Equity's actual commitment to the notion of union solidarity.

On March 1, 2010, a dance production entitled "Come Fly Away" (formerly called "Come Fly With Me") is scheduled to open on Broadway. It's an amazing production, featuring the choreography of Twyla Tharp to music sung by Frank Sinatra. The cast consists primarily of dancers who were in the Tony-Award winning play "Movin' Out," also choreographed by Twyla Tharp.

In April of 2009, the original producers (Troika Productions, owned in part by the Nederlander Organization) advised Tharp that it would negotiate a collective bargaining agreement covering "Come Fly With Me" with AGMA, rather than with Equity, because the production consisted entirely of dancing and was, thus, clearly within the scope of AGMA's jurisdiction. The long-established 4As' sole standard for determining jurisdiction over a Broadway production is the show's "content."

AGMA then proceeded to negotiate a collective bargaining agreement with Troika for the production's Atlanta, Georgia initial presentation, with a provision that also bound Troika to that collective bargaining agreement if the production came to Broadway but required further negotiation of an agreement with AGMA about compensation for the Broadway production should it eventually come to Broadway.

Specifically, the Agreement provided, in part:

*"23. In the event that subsequent to October 12, 2009 a production of **Come Fly with Me** produced by the Company and/or Troika is scheduled to appear in any venue in New York City, this Agreement shall apply to such production, provided, however, that prior to the commencement of that appearance, the parties shall meet and bargain in good faith concerning the compensation applicable to such appearance."*

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### REMINDER!

Petitions are due back  
in the National Office  
by March 1, 2010

Please visit

AGMA's website:

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

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## FROM THE PRESIDENT JAMES ODOM



### ***The Board of Governors 101: How AGMA Keeps Its Engine Running; or, An Overview of the Chaos Theory in Practice***

Please forgive me for being overly academic with my title. My first thought was to call this article “The AGMA Board for Dummies”, but I decided that was a bad title because a) I didn’t want to offend anyone by the possible implica-

tion that any AGMA member is not intellectually superior; b) it could be construed that the Governors, themselves, are intellectually challenged; and c) I wasn’t sure I could use that title formulation — ubiquitous as it may be — without the possibility of copyright infringement. Since I’ve decided to go with the academic format, we’ll just hope that this little lecture will be as entertaining as my seminars “Audition Techniques for Musical Theatre 203: Finding A Song That Doesn’t Suck and May Actually Get You A Job” and “Labor/Management Relations 402: Explore the Options: You Don’t Have To Carry A Gun (Some Portions of Texas Not Included)”.

By the time you are reading this you should have already received the first of two mailings for AGMA’s annual election this May. It contained a petition, a Board allocation chart, and other important election information. Now, I know some of you will be asking, “But, Jimmy, what does the Board do, and why would I want to do it?” Here’s your answer.

In simplest terms, the Board of Governors is AGMA’s governing body. Like the United States, AGMA is a representational democracy. Just as U.S. citizens elect Representatives and Senators to the U.S. Congress, AGMA members elect representatives, called Governors, to the AGMA Board of Governors. The Board of Governors sets policy for the union, reviews and approves the ratification of Collective Bargaining Agreements between AGMA and its signatories (if you’re not familiar with that term — or its equivalent, “CBA” — they are the basic contracts under which you work), approves or denies requests from signatories for waivers of conditions in their CBA’s, sets the annual budget and oversees the financial situation of the Union, and hires and oversees the work of the National Executive Director.

“That’s nice, Jimmy, but how do we come up with a Board?” I’m glad you asked. AGMA’s constitution establishes the responsibilities of the Board, the Board’s size, and how it is organized. Originally, the size of the Board was directly related to the number of AGMA members. Several years ago, it became distressingly obvious that with the size of the Board exceeding 200, it was becoming more and more difficult to find members willing and able to serve as Governors. Not to mention that trying to get anything done with a group that size was extremely difficult.

After much debate and hard work, the Board presented the membership with a referendum to amend the constitution and set the number of Governors at 75 (with the possibility of one or two additional seats, if needed, for purposes of fair representation). The membership approved the amendment and the Board now consists of 76 Governors and 8 National Officers. AGMA has eleven geographical areas and five working categories. Seats on the Board are allocated by determining the percentage of members in each area and each working category within that area. I could give you examples of how the math is done, but in all honesty it makes my head hurt. Suffice to say that the two possible extra seats are there to avoid having a geographical area or category with no representation. There are also complex rules about rounding to avoid having to chop people in half — which I think we can all agree is not a good idea.

“Okay, Jimmy. So far, so good. But how does the Board actually work?” Very well, thank you for asking. Oh, all right, I’ll be serious. The Board meets once a month, most usually on a Monday afternoon. Board meetings are teleconferenced,

*(continues on page 3)*

**President's Message** *(continued from page 2)*

so that Governors can attend from wherever they happen to be. The decision to teleconference Board meetings was, in my opinion, the most important change in AGMA's history. It transformed AGMA into a truly national union, enabling members all across the country to participate in the governance of the union.

With the advent of teleconferencing, more involved discussion of the issues facing the Union and the development of new policies and ways to implement those policies led to Board meetings that could last several hours. However, the Board has grown more adept at conducting the business of the Union, and now an average Board meeting is between an hour and an hour and a half in length.

One of the reasons that the meetings are shorter is the increasingly more efficient work of the Standing Committees of the Board. There are currently five standing committees and one standing joint sub-committee. These committees — the Administration and Policy Committee, the Work Rules

and Contracts Committee, the Finance and Budget Committee, the Membership and Member Relations Committee, and the (wondrously named, in my opinion) Committee on Committees, along with the Personnel Joint Sub-Committee — do the “grunt work” of the Board in meetings that typically happen once a month. Each Committee then reports back to the Board for action on the issues on which that Committee has been working. Governors are encouraged, but not required, to serve on a committee. Governors are, however, required to attend six meetings during the Board year, which is from June through May.

Obviously this is a bare bones overview of the Board and how it functions, but it should give you at least some idea of what's going on behind the scenes. Serving as a Governor is a serious responsibility, and not undertaken lightly. Voting in the election is an equally serious responsibility and is how individual members make their voices heard.

Questions?

**Executive Director's Report** *(continued from page 1)*

The production received outstanding notices in Atlanta and was then scheduled to open on Broadway in March. Randy Buck, of Troika, and Charlotte Wilcox, on behalf of herself and the Nederlanders, met with Deborah Allton-Maher and me to negotiate.

We wanted to negotiate compensation provisions on behalf of the cast that were above and beyond the provisions of the Equity Production Contract, as well as working conditions that were more attuned to the particular needs of dancers. Likewise, we assured Equity that AGMA would not undercut any of Equity's rates and, further, that we had no objection to any cast members who were in Equity having their health insurance and pension payments directed to Equity's Plans.

The producers were completely resistant to accommodating any of AGMA's compensation proposals that improved the Equity Production Contract. After meeting again with the cast, the cast asked us to persevere in our attempt to secure provisions for them that were better than those in the Production Contract. In turn, we met by telephone with the producers, on December 28, and told them that we were determined to improve upon Equity's contract and they would have to postpone the January 4 start date of rehearsals until such time as we reached

an overall agreement. They scheduled another telephone negotiation with us for Thursday, December 31.

Then, secretly, on December 28, the producers approached Equity without any notice to us or to the cast, and Equity, likewise without notice to us, agreed to let the producers present this production under the Equity Production Contract, without including any of AGMA's improved compensation proposals. The producers then notified both AGMA and the cast that “Come Fly Away” would be produced under the Equity contract.

I told Equity that AGMA already had a binding contract for the Broadway version, and I asked Equity to refrain from accommodating the producers at the expense of the cast. Carol Waaser (Equity's acting Executive Director) refused, telling me that the producers were “good people.”

At all times, Equity was fully aware of the on-going negotiations between AGMA and the producers and was fully and completely aware that the content of this production was within the sphere of AGMA's jurisdiction. Equity also knew that allowing the producers to work under the Equity Production Contract was nothing less than giving ‘aid and comfort’ to the producers at the expense of the cast.

As with “Movin' Out,” Equity made an intentional decision to ignore the fact that a production consisting entirely of

dancing, with no spoken words, is within AGMA's exclusive representational jurisdiction. When “Movin' Out” was first presented, AGMA commenced a Jurisdictional Dispute Proceeding with the 4As, and was awarded jurisdiction over Equity's objection. In response to Equity's actions with the producers of “Come Fly Away,” AGMA immediately commenced another Jurisdictional Dispute Proceeding with the 4As. We also filed unfair labor practice charges with the National Labor Relations Board against Troika, based on its bad faith bargaining.

As *AGMAzine* goes to press, the NLRB and the 4As have begun their investigations. We are also discussing with our attorneys whether or not to also file unfair labor practice charges against Equity. We are aware that involving the NLRB in inter-union matters is not always the best of ideas, but there may be no better way in which to remind Equity that, as between employers and unions, ‘Solidarity Forever’ can't be an empty slogan.

“Solidarity is not a matter of sentiment but of fact. If the basic elements, identity of interest, clarity of vision, honesty of intent, and oneness of purpose, or any of these is lacking, all sentimental pleas for solidarity, and all other efforts to achieve it, will be barren of results.” Eugene V. Debs

## A Letter to Non-Union Dancers

by National Executive Director Alan Gordon and New York Area Dance Executive James Fayette

After the dancers at The Washington Ballet successfully demanded and secured AGMA representation and a great contract, individuals at many non-union dance companies approached AGMA for representation. Recently, dancers at one small, but noteworthy company, asked us to answer some questions about AGMA representation. We thought that other non-union dancers might also benefit from an explanation of why AGMA representation is beneficial and how the process works.

The first question the dancers asked us was, "Is now a good time to have AGMA help us?" Our response was:

This is absolutely a good time for you and your colleagues to find out what union representation can offer. This is an important decision, and it should be an informed one. We will provide you with all of the facts about becoming AGMA members, including both the benefits and the challenges but, of course, we believe that any dancer will experience far more benefits with professional union representation.

The first thing you should know about AGMA is that we understand the culture of dance. In addition to representing almost every major dance company in America, there are several former dancers on our staff. National Dance Executive Nora Heiber danced with both San Francisco Opera and Alonzo King's LINES Ballet; our Eastern Counsel, Deborah Allton-Maher, is a lawyer but also a former dancer with the Metropolitan Opera; Candace Itow, the head of our membership department, danced with New York City Opera; and James Fayette, our New York Area Dance Executive, was a principal dancer with New York City Ballet. Along with AGMA's in-house labor attorneys, we also retain outside attorneys that have unequalled experience in successfully negotiating hundreds of collective bargaining agreements, negotiating favorable grievance settlements, protecting members from all forms of illegal discrimination, assisting them with immigration and unemployment insurance issues, and effectively litigating disagreements on behalf of our members.

We all understand the sensitive balance that a dancer feels when they want and need better working conditions, and the issues of whether addressing those needs might negatively impact the artistic product of the company and the organization's overall health. We work with all of our signatory companies to strike a balance that keeps dancers working, consistently improves their daily lives and maintains the provisions of their contract without impairing the company's ability to remain viable. AGMA believes it is possible to consistently improve a dancer's daily life while also allowing the company to fulfill its mission to present great dance.

Dance and opera companies are experiencing difficult times now, but that shouldn't prevent dancers from learning what options are available to them through union representation and in having a real voice about the way in which their company deals with its financial hardships. Many AGMA

companies are enduring fiscal problems, but the dancers in those companies have a strong voice in how their jobs are affected. Although at some companies cuts to the dancers' work-weeks have been proposed, in every instance we were able to negotiate deals that would reward the dancers at a later date for enduring some cuts now and compelling some companies to find other areas in the organization to make cuts rather than to take anything away from AGMA members. In every case, it was the members who made the ultimate decision and not management.

Below you will find some of the questions that AGMA has heard from dancers in non-union houses.

### Questions and Answers

*What can AGMA do for us?*

Dancers at every AGMA company now enjoy the highest wages, the most complete array of benefits, and the strongest contractual protections possible. Dancers at non-AGMA companies need to focus on obtaining the most from their careers. AGMA can help to accomplish this for dancers, while also maintaining an excellent working relationship with management, and even improving the interaction and communication between dancers and their artistic management.

*Should we allow the company to stabilize and allow its Board to fix things on their own?*

Often the goals of the organization and the goals of the dancers are not the same. You should have experienced professionals presenting the things that the dancers are concerned about in a way that the Board will respect them and view as a priority.

*Will becoming unionized bankrupt the company?*

No. It is not in AGMA's or the dancers' interest to bankrupt any company. We would work within the resources available to the organization to find the best working conditions and compensation for the dancers, and we will do it in a way that will not bankrupt the company.

*Will people lose jobs if we push for better salaries?*

We would try to achieve a balance of the best salaries possible while securing everyone's position in the company.

*Can we afford the union dues?*

AGMA has maintained the lowest union dues structure of all the entertainment unions, and it has remained unchanged for over 25 years. There is a one-time Initiation Fee of \$500, an annual Basic Dues payment of \$78, and a Working Dues payment of 2% of the dancer's individual salary with a cap of \$2,000 for those artists earning \$100,000 or more per year.

*What about the orchestra?*

Most orchestras already have union representation.

*How would the media respond?*

We are thoroughly experienced in dealing with media

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issues and would work with the dancers to control the message to the media. It is to both the union's and the company's benefit to communicate a message of mutual respect and cooperation. In some very rare cases (when a company has not been respectful or cooperative) we have consistently been successful in helping the media understand the dancers' concerns.

#### *How would the Artistic Director feel?*

Often an Artistic Director will take the dancers' desire to unionize as a personal attack. This is unfortunate, but we have dealt with this issue many times and we have found that it is in everyone's interest to empower the Artistic Director and help him understand the benefits of union representation. We work closely with both the Artistic and Executive Directors and want to support their authority so that they can make the tough decisions that are involved with negotiating a first union contract. We enjoy exceptional relationships with all of the managements and Artistic Directors of AGMA companies.

#### *Why not just get a lawyer to negotiate our contract?*

Sometimes dancers decide to engage an attorney to try to negotiate a contract rather than joining a union. This may be the right next step for some dancers, but an independent lawyer can be very expensive and generally does not have the experience that we have and the understanding of the dance culture that we're familiar with. AGMA works with management on a consistent basis to administer and enforce contracts and deal with issues like requests to waive a part of the contract in order to allow for a unique touring opportunity, a dancer's complaint when the contract has been violated and countless other issues that come up during the year. These are the issues that the union deals with every day after an agreement has been negotiated and we are very successful at resolving these issues. An independent attorney would not be able to offer this type of dance-knowledge-based consistent representation or do it for such minimal cost. Everything we do for the dancers is covered by union dues.

#### **Important Points**

The key things that we want to make very clear and communicate to all of the dancers are the following:

- Dancers should make an informed decision based on the facts that they can get from us or any AGMA member.
- Dancers will always be in control of what actions we take on their behalf. AGMA does not act unilaterally without the direction of the members it represents.
- We work within the specific situation at every one of our companies. Each AGMA contract is negotiated by one of AGMA's professional negotiators, assisted by a committee of dancers from that company, and is tailored to fit each individual company. We do not force our members to accept contract provisions they don't want or that don't make sense for their company.
- We encourage non-union dancers to find out as much about our union as possible. We are happy to meet with you

confidentially, if you choose, in order to answer all of your questions, with no obligation.

- Unique among talent unions, AGMA does not organize. Rather, we consider representing dancers at any non-union company only at the request of the dancers employed there. We are passionate about those dancers having a voice and securing the rights that dancers in almost every major company enjoy. AGMA's institutional philosophy is that when one dancer or group of dancers suffers, all dancers suffer.

#### **What to do Next**

1. Share this message with any interested dancers.
2. Schedule a meeting with the dancers so that each individual has an uninterrupted, confidential opportunity to voice their thoughts and concerns.
3. If it seems that a sufficiently large group of dancers is interested in learning more, contact us to have an AGMA representative meet with all of the dancers at an off-site location.
4. Contact any AGMA members you know in order to understand more about the benefits of working under an AGMA contract.

Assuming that at some point the dancers wanted to go forward with AGMA representation, there are several ways in which to accomplish that goal. The first step would be to have the dancers sign 'representation cards' indicating their desire to be represented by AGMA. Then, AGMA would contact management and advise them that AGMA now represents the dancers, and thus seek formal 'recognition' from the management. Many ballet company managers, at that point, simply accept the fact that their dancers want unionization, recognize AGMA, and negotiations are scheduled.

Occasionally, management may decide instead to fight the dancers' desire to be unionized. In that case, AGMA petitions the National Labor Relations Board for a secret ballot election among the dancers, at which time the dancers would have the opportunity to vote "for" or "against" AGMA representation. If a majority vote in favor of AGMA representation, the Labor Board would order the management to bargain with the union and, thereafter AGMA and the management would meet to negotiate the contract. AGMA could also have some of the Artistic Directors at other companies call your Artistic Director to explain how working under an AGMA contract makes life easier rather than more difficult.

This sounds very straightforward and simple, but, in reality, it may not be. On rare occasions, as happened with The Washington Ballet (TWB), management might decide to engage in a campaign to thwart the dancers' becoming self-empowered. Although it is illegal to fire anyone for their union activities, it nonetheless sometimes happens. At TWB, one AGMA-active dancer was, in fact fired, and AGMA had to commence legal proceedings to get her reinstated. Also at TWB, management locked-out the dancers and cancelled their *Nutcracker* production. But the dancers were very strong and united in their effort to gain some measure over

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their careers and their safety, and their determination forced the management to eventually bargain with AGMA. A great contract resulted, and although the NLRB election and the bargaining itself took months, the second contract was negotiated in only three hours, and The Washington Ballet, TWB dancers and AGMA now have a strong, on-going and symbiotic relationship.

When AGMA agrees to represent a group of dancers at a non-union company, it commits its officers, its members, its staff and its resources to making sure that the dancers get to play a role in their own lives.

Dancers need to be aware that the struggle for self-empowerment will be quite an undertaking. Since union representation invariably eventually costs management more money, some managers want to fight against any notion of self-empowered dancers. If that happens, the dancers need to know, up front, that although we will support them, they

really have to be prepared to stand up for themselves, shoulder to shoulder with their union to achieve their goal.

Because of that fact, many dancers find an adversarial relationship with management to be too challenging—even when the end result might mean better working conditions for all—AGMA only goes forward with undertaking the representation of a group of dancers if a substantial majority of the dancers are committed to the process. Unlike other unions, AGMA doesn't expect dancers to join AGMA before the first contract is negotiated. But if a substantial majority isn't in favor of going forward, there's little reason for us to proceed. Only when the dancers are united and determined can a good contract be negotiated.

It's a truism that no one can "give" you freedom. You have to take it. That's also the situation with union representation. No management gives dancers empowerment. They have to take it.

If the dancers want it, it's AGMA's job to help them.

## AGMA Elections 2010

AGMA's annual election will be held, as always, in May. This year, however, the process will be slightly different. In order to make both the production of *AGMAZine* and the election more efficient, the two are being separated.

By this time you should have received a mailing that contained a petition for candidacy for the Board of Governors, along with information regarding which seats are open for election. If you are interested in running for one of the open seats in your Area, fill out the petition, get at least ten members in good standing to sign it for you, and return it to the AGMA National Office before March 1. If you didn't receive a petition, contact the National Office or download a copy of the petition from the News and Events section of the AGMA website.

(For more information on the Board of Governors, see the President's Article on page 2.)

If you have any questions about the election process, please send them to [AGMA@musicalartists.org](mailto:AGMA@musicalartists.org).

### WATCH YOUR MAIL FOR YOUR BALLOT

Ballots will be mailed separately from *AGMAZine* this year. You will receive an envelope marked **Election and Referendum Materials and Ballots enclosed**. That envelope will contain biographical information for the candidates in your area as well as detailed information on proposed Constitutional Referendums, ballots and a return envelope.

Remember: Ballots are due back in the National Office by Tuesday, May 11. If you haven't received your ballot by April 15, please contact the National Office for a replacement ballot.

The results of the election will be published in *AGMAZine* in July.

## Planned Giving...The Ultimate Gift of Love

by Linda Mays, Board member, Relief Fund Trustee and Metropolitan Opera Chorister

The AGMA Relief Fund has received bequests from the estates of two deceased AGMA members. One donor was a beloved retiree from the Metropolitan Opera, and the other was a long time member who danced with José Limón, The Joffrey Ballet, and many other companies.

The act of planning for the distant future of colleagues in need is a remarkably selfless act of benevolence

which belies an acute sense of responsibility to our artistic community. Both of these generous souls were loyal donors throughout their lifetimes, and we miss them.

Although the work of the Relief Fund is confidential, we know that careers, homes, health and even lives have been saved because of our donors' commitment.

It is always the right time to make a

donation to the Relief Fund. If you were one of our 2009 donors, thank you! If, however, you haven't made a contribution recently, now would be the perfect time. We are just short of our Holiday Fund Drive goal, and we haven't heard from each and every one of our members yet.

It is never too late to keep your New Year's resolution to contribute to the AGMA Relief Fund.

## AGMA Answers

### **What is the AGMA Retirement Plan?**

"The Plan" is a benefit of being an AGMA member when it has been negotiated in your collective bargaining agreement. Companies for which you work may be obligated under the collective bargaining agreement to contribute money into a retirement account in your name, usually a percentage of your gross pay.

### **When am I vested in the Plan?**

You are fully vested in the Plan at all times. This means that you have the right to the balance of your account, although there are eligibility rules on when the balance may be withdrawn.

### **How do I find out if there is money in my AGMA Retirement Plan account?**

Statements are mailed once a year, generally in the spring, but you can contact the AGMA Retirement Plan office by email: [agmaretirement\\_health@yahoo.com](mailto:agmaretirement_health@yahoo.com); by phone: (212) 765-3664; or by fax: (212) 956-7599. Their office is located at 1430 Broadway, Suite 1203, New York, NY 10018.

### **May I take the funds for my own use?**

Yes, but there are eligibility requirements that must be met (see below).

### **When am I eligible to withdraw funds from my Individual Account in the AGMA Retirement Plan?**

You are eligible to withdraw funds:

\* When you retire. The normal retirement age is age 59½, but this Plan allows for early retirement at age 55;

\* When your employment under an AGMA collective bargaining agreement ends; specifically, you can begin to receive your benefits at any time after a period of six consecutive months during which no Employer contributions are made or required to be made on your behalf; or

\* When you become totally and permanently disabled, at any age: You must have applied for and received approval for Social Security Disability benefits; or when the Trustees find, on the basis of medical evidence, that you have been totally disabled by injury or disease so as to be permanently prevented thereby from engaging in any further employment or gainful pursuit.

### **What are the tax consequences of withdrawing funds?**

All cash withdrawals will be considered ordinary income for tax purposes and are subject to federal withholding. In addition, if you have not reached age 59½, you may be subject to the IRS penalty for early withdrawal of retirement funds. You should consult a qualified tax advisor to fully understand how a Plan distribution may affect your situation.

### **May I "roll over" my Account to an IRA or other qualified annuity or retirement plan?**

Yes, provided you meet the eligibility requirements (see above). However, only "traditional" IRAs qualify for a tax-deferred rollover; Roth IRAs do not qualify. Consult your financial advisor.

### **How do I apply for withdrawal of the funds in my account?**

Contact the AGMA Retirement Plan office for the application form. The form must be completed and returned with proof of age, as indicated in the application.

### **Can I take a loan against the funds in my retirement account?**

The Plan does not allow loans to be taken against funds in your retirement account.

### **May I make contributions to my own Retirement Plan Account?**

No. Only employers can make contributions to your Retirement Plan account.

### **What happens if you leave a com-**

**pany that has been making contributions to the Retirement Plan, withdraw the funds after six months have passed, but then go back to work at the same or different company that makes new contributions?**

While it is possible to make a withdrawal in this scenario, all eligibility rules established by the Plan must be followed. Your account will be reopened for new contributions and you will remain 100% vested in the new account balance.

### **I work under an AGMA contract, but don't have a retirement account. How do I get one?**

Ask your union representatives to put together a proposal for Retirement Fund contributions to be presented during the next negotiation session with your employer.

### **I thought I had money in the old AGMA Pension Fund. What happened to it?**

Contributions to the AGMA Pension Fund were stopped in August 1995 when the AGMA Retirement Plan was established. At that time, members were given a choice of what to do with their available funds, but not everyone responded. There is a list of participants who have not given distribution instructions to the AGMA Retirement Plan office as of May 1, 2009 on their website, [www.agmaretirement-health.org](http://www.agmaretirement-health.org). To see if there are funds in your name, go to that website and click on "AGMA Pension Plan." Contact the AGMA Retirement Plan office at (212) 765-3664 for information on collecting or rolling over these funds.

For AGMA members who are participants in the AGMA Retirement Plan and/or the AGMA Health Fund, additional information may be found on the website: [www.agmaretirement-health.org](http://www.agmaretirement-health.org).

*Do you have a question for AGMA Answers? Write to [AGMA@musicalartists.org](mailto:AGMA@musicalartists.org) and perhaps your question will appear in a future column.*

## Must Union and Management Relations be Adversarial?

by Nora Heiber, National Dance Executive and San Francisco Area Representative

As I ponder the strategies and efforts that went into overcoming the challenges of concession bargaining in 2009 and what will go into negotiating the three contracts that are scheduled to expire in the San Francisco Area this year, I am reminded of the fact that finding ways to build bridges between our members and management was what first motivated me to become actively involved in the union.

As the dancer delegate for the San Francisco Opera Ballet from 1988 to 1999, the first thing I remember speaking up about concerned a costume I was given to wear for *La Giaconda*. The leggings were made of a material that only stretched in one direction. As a result, the crotch of the costume was all the way down to my knees. I remember thinking, "These aren't new costumes. They've already been performed in. No one else seems to be complaining. I must be missing something." But the more I thought about how ridiculous it was going to be to dance in them, the more I realized that something needed to be said. So I offered my observation to the director of the wardrobe department. She was extremely alarmed that this could have gone on as long as it did. She said she would take care of it right away and, to everyone's surprise, she did!

Shortly after that I was elected to be the dancer delegate. Although this launched the beginning of what is turning out to be a lifelong career, it had never been a position I wanted or saw for myself. In my mind, unionism was fraught with images of adversity and struggle reserved for angry blue-collar workers who really have something to fight about. Like most of the artists with whom I worked, I was just happy to have a job doing what I loved. But, no one else wanted to be the delegate and it seemed a way to put my big mouth to good use, so I accepted the position.

This was going to be a piece of cake. Given my earlier experience and my "superior" communication skills, representing dancers at the opera wouldn't involve much more than respectfully educating management about our needs, which no doubt would be met with a willingness to satisfy our every request.

I hear snickers.

Yes, you're right. This was rarely the case.

The next wardrobe challenge had me on stage during a final dress rehearsal staring down the choreographer, responding to a demand from the dancers to express their unwillingness to dance on an extremely raked stage in costumes that weighed over 50 pounds each. As each dancer scurried to the shadows of the wings, I alone faced the entire artistic staff of San Francisco Opera's 1989 production of *William Tell*, trying to figure out how to respond to the words, "Fine, we can easily put you off stage if you are unwilling to perform."

Then, there was always the ongoing fight to hold on to tenure and employment guarantees at every contract negotia-

tion. Once, in response to the fact that contract language prevented him from using supernumeraries in dance sequences, a prominent director screamed the following words from the audience, "Everything was okay until the union put its nose into it. The union always messes everything up!"

Unfortunately, these words reflect an all too frequent sentiment that often prevents many artists from becoming involved in union activities and even from organizing in the first place.

Most inquiries about organizing come laden with fears that bringing in the union will somehow cause the environment to become inharmonious and adversarial. Well, here's what I have to say about that: If a work setting becomes hostile as a result of union representation, the discord and frustration is already an intrinsic part of that environment, often hidden underneath the resentment of complaining employees, and ultimately surfaces in bad work habits, general feelings of negativity, dissatisfaction, apathy, and low productivity.

Unions don't "mess everything up." They just unearth and help give a unified voice to the "mess" that is already there. And they are blamed, more often than not, for the muck that is brought to the surface which they ultimately help resolve. Initially, most managements do respond in an argumentative manner, due to that fact that their sense of control is being challenged. However, I have witnessed time and time again that once lines of communication are open and the interdependent nature of the relationship between artists and managers is fully understood, even the most combative environments can become harmonious.

I have found that establishing ongoing forums for communication and maintaining a consistent union presence is key to encouraging company management to find positive ways to resolve issues. San Francisco Opera Assistant Stage Manager Rachel Hennenberry says, "As the production representative, I bring issues from the production staff to Joint Committee so that resolutions can be found."

San Francisco Ballet dancer delegate Garen Scribner offers, "Is the relationship between management and a union always pleasant? No, of course not. Like any good relationship, it's full of ups and downs. Management's job is to facilitate and manage a company's mission. The union's job is to also facilitate that mission while ensuring the protection and rights of their members. Both want the same thing: to maintain a happy and healthy relationship that encourages progression."

Author of *Nonviolent Communication: A Language of Life*, Marshall B. Rosenberg, PhD, puts it this way: "When two disputing parties have each had an opportunity to fully express what they are observing, feeling, needing, and requesting — and each has empathized with the other — a resolution can usually be reached that meets the needs of both sides. At the very least, the two can agree, in goodwill, to disagree." He

goes on to say, "In some situations, however, the opportunity for such dialogue may not exist, and the use of force may be necessary to protect life or individual rights."

Does the relationship between union and management have to be adversarial? On the contrary, the very word union means to "join together." Harmonious discourse comes out of a growing awareness of how valuable it is to proactively

communicate and address each other's concerns. When management and union representatives are able to work together to make this happen, then peace is sure to ensue. In the words of Martin Luther King, Jr., "We must learn to live together as brothers or we are going to perish together as fools." Unionism is one of our best tools towards achieving this end.



*AGMA staff met in New York to consider ways in which AGMA's leadership can anticipate future media issues and improved membership services. Left to right, seated: Eastern Counsel Deborah-Allton Maher, New York Area Dance Executive James Fayette, National Dance Executive and San Francisco Area Representative Nora Heiber; standing: National Director of Organizing and Training and Mid-Atlantic Representative Eleni Kallas, Membership Supervisor Candace Itow, National Executive Director Alan Gordon and Director of Operations Gerry Angel. Western Counsel John Russum was unable to attend.*

## National Benefit Life Insurance Reminder

*by Linda Mays, Board member and Metropolitan Opera Chorister*

For those AGMA members who in 1989 chose to retain and self-pay the premiums on their \$3,000 National Benefit Life Insurance policy, please be advised that the coverage will terminate when the insured reaches the age of eighty (80). If you have questions or wish to explore your options, you should contact the National Benefit Life Insurance Company office at (800) 222-2062.

## 2010 Election News Constitutional Referendum

All AGMA members should be aware that election materials are no longer being sent with *AGMAzine*. You have already received election information, including petitions for candidacy for the Board of Governors, for the 2010 election.

That mailing also included information regarding a referendum on proposed amendments to AGMA's

constitution.

Ballots and additional information, as well as detailed descriptions of the proposed Constitutional amendments, will be mailed the week of April 5, 2010 along with the Board election information.

Election information and petitions are also available on AGMA's website at [www.musicalartists.org](http://www.musicalartists.org).

## What To Do If Your Employer Wants Concessions

In the current economic climate, Employers may ask Artists or their agents for concessions such as reduced fees or fewer performances. Employers are within their rights to ask for concessions, as long as the concessions do not violate the collective bargaining agreement; but remember, AGMA members are under no obligation to make concessions if they have a signed contract. Call or e-mail Alan Gordon ([AGMANY@aol.com](mailto:AGMANY@aol.com)) if you have questions or problems.

# A R E A N E W S

## NEW YORK

### New York Area Meeting with a Shot in the Arm

by Timothy Breese, New York Area Chair, Board member and Metropolitan Opera Chorister

There was a huge turnout for our October 26, 2009 New York Area Meeting held at the National Office. Nearly all attendees took advantage of the opportunity to receive a free flu shot provided by The Actors Fund.

During the business portion of the meeting, the following people were elected to the Area Committee for three-year terms: choristers Rose Anderson, Robert Kuehn and Marty Singleton; soloist Craig Montgomery; and dancers Alicia Wehl and Raven Wilkinson.

Reports about the status of New York Area union activities were given by National Executive Director Alan Gordon, Eastern Counsel Deborah Allton-Maher and New York Area Dance Executive James Fayette.

The meeting featured a question and answer period which provided a great opportunity for new members to learn more about AGMA and to voice their concerns.



Former AGMA President and current Board member Linda Mays grimaces before receiving her annual flu shot. After the shot, she was all smiles.

### Career Transition for Dancers Annual Fall Gala



AGMA continued its 24 years of supporting the Career Transition for Dancers organization which works to help dancers develop rewarding post-performance careers. New York Area Dance Executive James Fayette and New York City Ballet principal dancer Jenifer Ringer-Fayette (left) attended the Career Transition for Dancers Annual Fall Gala on November 2 at New York's City Center Theater. Membership Supervisor Candace Itow and President Jimmy Odom also attended (right).



Julianna Di Giacomo and Plácido Domingo



AGMA's Eastern Counsel Deborah Allton-Maher and New York Area Dance Executive James Fayette met with the dancers of Ballet Hispanico on December 4. Appearing from left to right: Yesid Lopez, Waldemar Quiñones Villanueva, Min-Tzu Li, Jeffery Hover, Vanessa Valecillos, Jessica Batten, Rachel McSween, Marina Fabila, Rodney Hamilton, AGMA Delegate Eric Rivera, Nicholas Villeneuve; not present: Angelica Burgos.

# CHICAGO/MIDWEST

## Kansas City Ballet



Shown in the photo are most of the dancers in AGMA's newest signatory company, the Kansas City Ballet. New York Area Dance Executive James Fayette met with these members on November 11 to discuss various employment concerns which were then addressed at a management/union joint committee meeting the following day. Left to right, seated: Michael Davis, Kimberly Cowen, Nadia Iozzo, Angelina Sansone, Laura Wolfe, Adam Rogers, Stayce Camparo and Geoffrey Kropp; back: Matthew Donnell, Catherine Russell, Anna Schmoker, Breanne Starke, Charles Martin, Aisling Hill-Connor, Luke Luzicka, Marcus Oatis, Gabriel Davidsson, Rachel Coats, Juan Pablo Trujillo, Marty Davis and Deanna Doyle.

## Chicago/Midwest Held its Annual Membership Meeting in January



The Nienow family, left to right: Claudia, Nicole and Mark. Claudia and Mark are choristers at Lyric Opera of Chicago (LOC); Nicole is a supernumerary.



First Vice President and LOC stage manager John Coleman, 3rd Vice President Sara Stewart Schumann and LOC chorister Craig Springer



Left to right: LOC chorister Craig Springer, Chicago Symphony Chorus (CSC) member Luis Galvez and Governor Lorene Richardson



Lyric Opera of Chicago choristers Sherry Veal, Michael Cavalieri, Ken Donovan and Tim Bradley



Former Governors and LOC choristers Martha Edwards and Carolyn Berghoff with soloist David Cangelosi



Chicago Symphony Chorus members Traci Gaydos and Lillian Murphy

# WASHINGTON/BALTIMORE

by Eleni Kallas, National Director of Organizing and Training and Mid-Atlantic Area Representative



Onstage during a scene in **Falstaff** at Washington National Opera; left to right: Benjamin Wegman, Chip Coleman, Ahmad Lemons, JiYoung Lee (as Nannetta), Kyle Lang, Nick Wheeler and Chris Dalen.



An AGMA agreement was successfully negotiated for former Baltimore Opera Company choristers to perform in **Carmen** on February 14 at Baltimore's Lyric Opera House; negotiating committee members, left to right: AGMA's National Director of Organizing and Training and Mid-Atlantic Area Representative Eleni Kallas, J Austin Bitner, Jennifer Blades, Kirsten Haimila and Tim Kjer; not pictured: Victoria Miller and Barbara Stuckey.



Eleni Kallas with dancers of The Washington Ballet after a performance of **The Nutcracker**; left to right: Brooklyn Mack, Jade Payette, Corey Landolt, Morgann Frederick, Sona Kharatian, Luis Torres and Amanda Cobb.



Dancers of The Washington Ballet backstage at a fall production of **Don Quixote**; left to right: Norton Fantinel, Diana Albrecht, Aurora Dickie, Brooklyn Mack and Tamas Krizza.



A Membership meeting was held on December 2 in Baltimore. Seated, left to right: Joy Greene, Phyllis Burg, Erin Riley, Vikki Jones, Natalie Conte, Alexandra Christoforakis, Karen Myers; standing left to right: J Austin Bitner, Jennifer Blades, Jeff Williams, Suzanne Balaes-Blair, Connie Bailey, Suzanne Chadwick, Kirsten Haimila, Catherine Preziosi, Michael Bevard, Tim Kjer, Kurt Hoffman and Jason Widney.

# SAN FRANCISCO

by Nora Heiber, National Dance Executive and San Francisco Area Representative

Congratulations to the San Francisco Symphony Chorus for being nominated for two Grammy Awards: Best Classical Album for their participation in Mahler's Symphony No. 8 and Adagio from Symphony No. 10; and Best Choral Performance for their participation in Mahler's Symphony No. 8 and Adagio from Symphony No. 10.

## Ballet San Jose



The Ballet San Jose proposal committee prepares for upcoming negotiations of the Ballet San Jose/AGMA collective bargaining agreement that expires in July of 2010. Negotiations began in January; clockwise: Tiffany Glenn, Shaina Leibson, Cameron Schwanz, Mallory Welsh, Francisco Preciado (with Puck, Emily's dog), Emily Bromberg, Sarah Stein, National Dance Executive and San Francisco Area Representative Nora Heiber, Kaleena Opdyke Hurlburt, Alexandra Meijer and Harriet McMeekin.

## Where Are You?!

If you are reading this, it's obvious that AGMA has some way of getting information to you. Nevertheless, you would be amazed at how many people forget to update AGMA with their contact information when they move. And "contact" isn't just about physical location anymore. We live in the age of cyber-communication in which "where you're at" isn't as important as "where you're @." Keep AGMA up-to-date so AGMA can keep you up-to-date.

### HERE ARE SOME THINGS TO REMEMBER:

1. If you move, contact AGMA to change the physical address we have for you. Also, remember that you can choose in which geographical Area you wish to be registered, and that it doesn't necessarily have to be where you actually live. You may live in Denver, but if your AGMA work and colleagues are in Chicago, you may want to make Chicago/Midwest your AGMA Area for representational purposes.

2. AGMA is trying to make communication with members more efficient by using email. If most of your communication is electronic, please add your email address to the contact information

AGMA has on file. Remember to update your email address when you change it, just as you update your physical address. Also, check to make sure that email from AGMA is not going into your spam folder by setting your email filter to accept correspondence from "musicalartists.org".

3. Check the website. There is a substantial amount of information on the AGMA website, [www.musicalartists.org](http://www.musicalartists.org). We are currently in the process of developing a Members Only section which will make it easier to get even more information to you and to allow you to communicate more easily with AGMA. We hope to see that section up and running by mid-April, so keep watching for it.

### MOST IMPORTANT

Right now you can keep your contact information current by simply calling the Membership Department in the National Office at (800) 543-2462 or by downloading and completing a change of address form from the "Membership Info" section of our website. The form can be faxed to (212) 262-9088 or emailed to [membership@musicalartists.org](mailto:membership@musicalartists.org).

### *IN MEMORIAM*

*Louise Corsale  
John Evans  
Donna Hankla  
Marjorie Mussman*

*Richard Roden  
Elisabeth Soderstrom  
Edward Spencer  
Vjekoslav Sutej\**

*Roman J. Terleckyj  
George Zoritch  
\*Indicates a distinguished  
individual in a related profession*

## Metropolitan Opera

Donald Palumbo, Chorus Master announces the following vacancies:

**Choristers:** Bass or Baritone; **Soprano** (No Mezzo-Sopranos)

**Resume deadline Midnight [EST] on March 30th, 2010.**

Auditions to begin April 1st, 2010 until positions are filled

Full-time employment to begin August 1st, 2010

Candidates who submitted materials for the 2010-2011 auditions held in December 2009 are already under consideration and should not reapply.

### HIGHLY QUALIFIED APPLICANTS ONLY

Please send one page resume (including 2 professional references) to:

Steven Losito, Chorus Administrator

The Metropolitan Opera

30 Lincoln Center

New York, NY 10023

Or email resume to: [ChorusAuditions@Metopera.org](mailto:ChorusAuditions@Metopera.org)

Similar information may be found by contacting either of the following:

<http://metoperafamily.org/metopera/auditions/chorus.aspx>

The Metropolitan Opera Chorus Auditions Information Line  
(212) 799-3100 Ext. 2839; Equal Opportunity Employer

The AGMA Relief Fund and The Actors Fund have resources for any AGMA member in need of help. Together, the Funds can assist members with emergency financial relief, social

services assistance, emergency health support and provide a full range of crisis intervention experts.

It's entirely confidential.

Call The Actors Fund and identify

yourself as an AGMA member and ask for "Intake."

East Coast: (212) 221-7300

Midwest: (312) 372-0989

West Coast: (323) 933-9244

## AGMA Relief Fund Audited Financials

### INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of  
AGMA Relief Fund

We have audited the accompanying statements of financial position of AGMA Relief Fund (the "Fund") as of September 30, 2008 and 2007, and the related statements of activities, functional expenses and cash flows for the years then ended. These financial statements are the responsibility of the Fund's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of AGMA Relief Fund as of September 30, 2008 and 2007, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

**BUCHBINDER TUNICK & COMPANY LLP**

### AGMA Relief Fund Statements of Financial Position

September 30, 2008 and 2007

	2008	2007
<b>Assets:</b>		
Cash and cash equivalents	\$ 95,390	\$ 115,981
Contributions receivable	3,858	3,858
Interest and dividends receivable	3,625	4,091
Due from affiliate	<u>1,866</u>	<u>1,649</u>
	<u>104,739</u>	<u>125,579</u>
<b>Investments, at fair value:</b>		
U.S. government and governmental agency obligations	153,655	165,502
Corporate bonds	197,903	200,288

	2008	2007
Common stock	334,533	391,617
Exchange traded funds	<u>136,140</u>	<u>117,249</u>
Total investments	<u>822,231</u>	<u>874,656</u>
Total assets	<u>\$ 926,970</u>	<u>\$ 1,000,235</u>
<b>Liabilities:</b>		
Accounts payable	<u>\$ 30,147</u>	<u>\$ 26,502</u>
<b>Net assets:</b>		
Unrestricted	891,064	967,974
Temporarily restricted	<u>5,759</u>	<u>5,759</u>
Total net assets	<u>896,823</u>	<u>973,733</u>
Total liabilities and net assets	<u>\$ 926,970</u>	<u>\$ 1,000,235</u>

**Statements of Activities:** For the years ended September 30, 2008 and 2007

	2008			2007		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenue:						
Contributions:						
Theatre Authority, Inc.	\$ 17,500	\$ 10,500	\$ 28,000	\$ 17,500	\$ 7,875	\$ 25,375
Corporations and foundations	25,000	-	25,000	20,000	-	20,000
Individuals	9,138	-	9,138	9,268	200	9,468
Holiday drive	23,132	-	23,132	21,774	-	21,774
Special events	1,887	-	1,887	2,310	-	2,310
Other	20	-	20	327	-	327
Net assets released from restriction:						
Satisfaction of purpose restriction	10,500	(10,500)	-	7,875	(7,875)	-
	87,177	-	87,177	79,054	200	79,254
Investment (loss) income:						
Interest and dividends	30,294	-	30,294	29,546	-	29,546
Unrealized net (depreciation) appreciation in fair value of investments	(98,959)	-	(98,959)	76,080	-	76,080
Realized net (loss) gain on sale of investments	(5)	-	(5)	6,481	-	6,481
Net investment (loss) income	(68,670)	-	(68,670)	112,107	-	112,107
Total revenue	18,507	-	18,507	191,161	200	191,361
Expenses:						
Program services:						
Member assistance	28,748	-	28,748	26,021	-	26,021
Supporting services:						
General and administrative expenses	62,531	-	62,531	58,916	-	58,916
Fund-raising	4,138	-	4,138	4,329	-	4,329
Total expenses	95,417	-	95,417	89,266	-	89,266
Change in net assets	(76,910)	-	(76,910)	101,895	200	102,095
Net assets:						
Beginning of year	967,974	5,759	973,733	866,079	5,559	871,638
End of year	\$ 891,064	\$ 5,759	\$ 896,823	\$ 967,974	\$ 5,759	\$ 973,733

**Statements of Cash Flows:** For the years ended September 30, 2008 and 2007

	2008	2007		2008	2007
Cash flows from operating activities:			Net cash (used in) investing activities	(46,539)	(307)
Change in net assets	\$ (76,910)	\$ 102,095	Net (decrease) increase in cash and cash equivalents	(20,591)	20,808
Adj. to reconcile change in net assets to net cash provided by operating activities:			Cash and cash equivalents:		
Unrealized net depreciation (appreciation) in fair value of investments	98,959	(76,080)	Beginning of year	115,981	95,173
Realized net loss (gain) on sale of investments	5	(6,481)	End of year	\$ 95,390	\$ 115,981
Changes in operating assets and liabilities:					
Decrease in contributions receivable	-	5,010			
Decrease in interest and dividends receivable	466	680			
(Increase) in dues from affiliate	(217)	(2,292)			
Increase (decrease) in accounts payable	3,645	(1,817)			
Net cash provided by operating activities	25,948	21,115			
Cash flows from investing activities:					
Proceeds from redemption and sales of investments	15,228	170,543			
Purchase of investments	(61,767)	(170,850)			

**Notes to Financial Statements - September 30, 2008 and 2007**

**Note 1 - Nature of Organization:** The AGMA Relief Fund (the "Fund") was formed by resolution of the American Guild of Musical Artists, Inc., ("AGMA"), Board of Governors, to provide assistance to members who are needy, aged or infirm, or unable to meet their basic financial obligations. The Fund receives contributions from non-profit charitable organizations, individuals, foundations, corporations, raffles and events to support the services it provides.

During 2002, the Board of Trustees entered into an agreement with the Actors' Fund of America to administer the benefits of the Fund. In accordance with this agreement, the Fund is billed at the end of each calendar quarter for the financial assistance

(continues on page 16)

**AGMA Relief Fund Financials** (continued from page 15)

provided to AGMA members during the quarter and a fee of \$10,000 to cover the costs of administration and social service functions provided by the Actors Fund of America.

**Note 2 - Summary of Significant Accounting Policies**

**Basis of Accounting:** The accompanying financial statements have been prepared on the accrual basis of accounting.

**Basis of Presentation:** Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards ("SFAS") No. 117, *Financial Statements of Not-for-Profit Organizations*. Under SFAS No. 117, the Fund is required to report information regarding financial position and activities according to the following three classes of net assets:

- Unrestricted - Unrestricted net assets include all net assets that have no donor restrictions and are available for use in the performance of the activities of the Fund.
- Temporarily restricted - Temporarily restricted net assets include contributed net assets for which donor-imposed time and, or purpose restrictions have not been met and the ultimate purpose of the contribution is not permanently restricted.
- Permanently restricted - Permanently restricted net assets are contributions subject to donor-imposed stipulations that they be maintained permanently by the Fund. The Fund did not have any permanently restricted net assets at September 30, 2008 and 2007.

**Use of Estimates:** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents:** Highly liquid investments with an original maturity of three months or less are included in cash and cash equivalents.

**Valuation of Investments:** Investments in U.S. government and governmental agency obligations, corporate bonds, common stock and exchange traded funds are stated at fair value, as determined by quoted market prices. At September 30, 2008 and 2007, the market value of these investments exceeded their cost by \$50,376 and \$149,335, respectively.

**Contributions:** The Fund recognizes all contributed support received as income in the period received. Contributed support is reported as restricted support if it is pledged or received with donor stipulations that limit the use of the donation. When a donor restriction expires, that is when a stipulated time ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of activities as net assets released from restriction.

The Fund recognizes contributed services at their fair value if the services have value to the Fund and require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by contributors.

**Functional Allocation of Expenses:** The costs of providing various programs and their administration have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated to program services or supporting services. The functional classifications are defined as follows:

- Program services expense - consists of costs incurred in connection with provided services and conducting programs.
- General and administrative expenses - consists of costs incurred in connection with the overall activities of the Fund, which are not allocable to another functional expense category.
- Fund-raising expenses - consist of costs incurred in connection with activities related to obtaining grants and activities designed to generate revenue.

**Note 3 - Concentration of Credit Risk:** Financial instruments that subject the Fund to concentrations of credit risk include cash and cash equivalents. The Fund maintains accounts at high quality financial institutions. While the Fund attempts to limit any financial exposure by maintaining accounts at high quality financial institutions, its deposit balances may, at times, exceed federally insured limits. The Fund has not experienced any losses on such accounts.

**Note 4 - Contributions Receivable:** Contributions receivable at September 30, 2007 and 2006 consist of:

	2008	2007
Receivable in less than one year	\$3,858	\$3,858

No allowance for uncollectible accounts is considered necessary at September 30, 2008 and 2007.

**Note 5 - Concentration of Contributions:** Theatre Authority, Inc., a nonprofit charitable organization, provided 32.1 % and 32.0% of the contributions to the Fund for the years ended September 30, 2008 and 2007, respectively. Additionally, AGMA provided 17.1 % and 12.6% of the contributions to the Fund for the years ended September 30, 2008 and 2007, respectively.

**Note 6 - Tax Status:** The Fund is exempt from Federal income tax under the provisions of Section 501(c)(3) of the Internal Revenue Code.

**Note 7 - Temporarily Restricted Net Assets:** Temporarily restricted net assets are available for the following purposes:

	2008	2007
Assistance to members affected by Hurricane Katrina	\$5,759	\$5,759

Net assets were released from donor restrictions during the years ended September 30, 2008 and 2007 by incurring expenses satisfying the restricted purposes specified by the donors.

	2008	2007
Purpose restrictions satisfied: Assistance to members	\$10,500	\$7,875

**Note 8 - Related Party:** The Fund and American Guild of Musical Artists, have the same individual as their Chair and President, respectively, in addition to other common board members. Additionally, the American Guild of Musical Artists, provides some administrative support to the Fund, the value of which has not been recognized in the financial statements because it is not readily determinable.

**Note 9 - Risks and Uncertainties:** The Fund invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect account balances and the amounts reported in the statements of financial position.

## AGMA Health Fund Update on COBRA Credit

In December 2009, President Obama signed into law an extension of the COBRA premium assistance subsidy passed in February 2009 as part of The American Recovery and Reinvestment Act (ARRA) Stimulus Act. The law extends the COBRA premium assistance subsidy eligibility window from December 31, 2009 to February 28, 2010, and the subsidy period from nine months to 15 months, for all assistance-eligible individuals, including those whose subsidy ended November 30, 2009. Please contact your employer if your COBRA subsidy ended recently.