

AGMAZINE

Vol. III, No. 3

PUBLISHED BI-MONTHLY BY AMERICAN GUILD OF MUSICAL ARTISTS, Inc., A. F. of L.

June, 1950

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HOWARD M. LARAMY
Editor

A CALL TO DUTY

The Third Annual Convention will be held at the Lincoln Hotel, 51st Street and Eighth Avenue, New York City on June 16th, 17th, and 18th, 1950.

Nominating committees and members have placed candidates for delegates to the Convention before the membership and the ballots have been received and counted by the Tabulating Committee. Membership meetings have been or are to be held in each area for the purpose of meeting and instructing the elected delegates upon matters indigenous to each area and important to the entire membership, which should be discussed at the Convention, and united action taken toward the formulation of AGMA policy.

The delegates meeting in Convention also need the aid of other delegates who will contribute advice or ideas toward solving problems faced by our membership and from which an approved policy may be formulated which will advance the aims of AGMA.

AGMA faces the most crucial period in its history. The changes in the pattern of opera and ballet presentation due to greater financial risks and present conditions offers a challenge to our delegates in adopting policies for our union for future solidarity.

The past years of AGMA have been fruitful as well as beneficial to our membership. We have set the groundwork for a greater and better organization. We have expanded our mem-

bership in terms of members from new fields of artistic endeavor. Every member of AGMA, from the highest paid artist, to the lowest paid artist, must look to AGMA as his shield of protection in his commercial relationship with producers. AGMA expects its members to familiarize themselves with the rules and regulations of AGMA, and also develop a feeling of unity with other branches of the Associated Actors and Artists of America, and with labor organizations generally.

AGMA can only take and successfully defend these positions or policies which represent the will and decisions of the majority of its members.

Our energies should be devoted to working out plans for expansion, rather than restriction, of employment opportunities in the field of opera, ballet and concert. We should nurture plans for aid to governmental and other agencies in the field, for the encouragement of traveling companies, for the establishment of opera and ballet companies, and concert courses in smaller cities.

Advances in AGMA wages and working conditions are won by the collective participation of all the categories of AGMA membership.

With the challenge of the future of AGMA before us, let us make this Third National Convention one of progress to meet these needs as a united union. With pride in our past accomplishments let us move forward in confidence to greater development in the future.

Membership on Foreign Artists

A meeting of the general membership of the New York area of AGMA was held on Thursday, May 18, 1950 at the Claridge Hotel.

This was a specially called meeting to discuss the importation of foreign artists as being an economic and union problem to native artists.

Hy Faine discussed the seriousness of this situation and its complications in internal union affairs, as well as national and international ramifications.

It involves the subject of employment in artistic fields as well as the development of culture in the U.S. and throughout the world. It should have no point on the basis of a personal or political angle. The problem of whether or not the American artist is or is not getting the bad end of the deal in the U.S. is a problem with AGMA membership whatever politics of government are practiced at home or abroad.

This problem has been before AGMA membership before and much work on the problem was performed by Committee appointed but when it came to negotiation of contracts calling for restrictions, the members themselves voted not to press the issue. Unless this matter is thoroughly thrashed out, after careful consideration, and has the support of the entire membership for such a resolution, there is no use starting anything.

Foreign artists were defined as artists who do not make the U.S. their home, or artists who are not in U.S. as part of a quota system.

Since the development of opera, ballet and concert is not sufficient to absorb all the native talent, it is felt by native artists, that the importation of foreign artists is taking away job opportunities from the domestic talent.

Since art is an international medium, America holds its doors open in order that the public may have available to itself, talent from whatever sources there are available and the question of who does or does not gain public acclaim should be based on merit alone.

Furthermore, whatever action that is taken by AGMA in the interests of its members, must be the united action of all its members. Then the next problem is to get these terms incorporated with collective bargaining contracts. This can only be achieved by united and strong support by membership.

Another approach to this problem can be through government action, either as a matter of policy by the Dept. of State,

Dept. of Labor or by laws passed by Congress.

After quite a lengthy discussion by the members present on various plans that might form a nucleus of an approach to this program, Mr. Faine suggested a committee be authorized to (1) find the extent of the problem, (2) to ascertain whether the plan requires inter-union rule, (3) cooperation with producers, managers and impressarios, and (4) what help such a committee can get from Congress, the Depts. of State and Labor. A resolution was passed to appoint such a committee.

The following members volunteered to report back to membership later:

Walter Brandin	Matthew Farruggio
Elissa Minet	Leopold Sachse
Lois Hunt	Marilyn Cotlow
Carleton Gauld	Vara Bryner
Gertrude Ribla	Leon Lishner
Alexandra Danilova	Claramae Turner
Sam Sternberg	

The following members, not present, were suggested for this committee:

Michel Katcharoff	Regina Resnik
A. Monachino	Eugene Conley
Lawrence Davidson	Astrid Varndy
Alexis Dolinoff	

The meeting was adjourned at 4:10 P.M.

The Board of Governors at its meeting May 23rd added the following instrumentalists to this committee: Soloists Ruggiero Ricci and Erno Balogh. Also Polyna Stoska, volunteered to act on this committee.

A Gift to AGMA

AGMA was the proud recipient of a most thoughtful gift by one of its members this past month.

Miss Wilma Anderson of Brooklyn, a chorister, donated some 25 opera scores and a like number of librettos to AGMA, to form a nucleus of a library at the headquarters office. This is a most valuable donation and AGMA wishes to publicly express its gratitude to this artist for her generous act. It prompts the thought that perhaps other members may wish to add to this nucleus and in this manner AGMA can build a library which would be accessible to members on a circulating basis, as well as provide a valuable office asset for reference work for classification of roles as well as for use for the Choral auditions, for reclassification of chorister status.

If any member wishes to contribute similarly to establishment of such a library, will you please get in touch with the office.

A Reluctant Tenor

And so another quarter's gone into the stream of time.

Another payment's due, I guess, I'm late! Oh heinous crime!

It's not that I'm a tardy soul, nor do I mean offense;

It's not because my "makeup" lacks a little common sense;

But to prove a point I'll illustrate so you can be the judge,

And p'rhaps you'll help this stupid oaf whose mind just will not budge.

To start with, all my dates still seem to favor '49.

Each day I seem to "slip a cog" (but shucks, I still *feel* fine!)

At Christmas I shoot fire works, on New Year's eat no meat,

On Easter send out Valentines, in winter fight the heat.

I've even stooped to giving ladies seats on bus and trolley,

But when I've done the same on subway — Gosh! Oh Gee! But Golly.

And even in my opera roles, this plague pursues me nightly,

I still feel faint when I recall an error most unsightly!

It happened in "Aida" after third act curtains parted,

Aida and her father on their duet were well started.

Came my cue! I then found sadly, on my brain none could rely,

For my entrance proved quite novel, when I shouted, "Butterfly."

Woe upon me! Woe upon me! Should I thus afflicted be,

Of this terrible condition, in this land of liberty?

Now you know the dreadful secret. Never breathe it to a soul.

'Tis the reason for my slowness — paying bill or learning role.

Please have mercy on my suff'ring and forgive my tardiness.

Send my AGMA card here safely to my Jackson Heights address.

P.S. If this poem your mind offendeth and for aspirin you reach

Think the agony I suffer, with the name —

LLOYD THOMAS LEECH

OBITUARY

OSCAR F. HILD

Cincinnati Summer Opera Ass'n., Inc.

AGMA wishes to join in offering condolences and its sympathy to the family, friends and associates at the sudden and untimely passing of the general manager of the Cincinnati Summer Opera Association this past spring.

ELECTED TO BOARD OF GOVERNORS



The above elected candidates will serve upon the Board of Governors for three years. They are from left to right, to row; Eugene Conley, Blanch Thebom, Mack Harrell, Robert Weede-soloists; Ruggiero Ricci-Instrumentalist, Arthur Backgren-Chorister, Alexis Dolinoff, Nora Kaye, Dancers. Bottom row: Elissa Mine, Tilda Morse-Dancers, Wynema Mckinley Fox-Chorister, Honor McCulken-Dancer, Glenne O'Tocle-Chorister, Joseph Tessmer-Soloist, Edwin J. Vanucci-Chorister and Richard Bonelli-Soloist.

Results of National Election

In a nation-wide secret ballot, AGMA members have elected the winning candidates to the Board of Governors and delegates to the Third National Convention. All active AGMA members who were up to date in dues payments were eligible to vote.

We are printing below, in conformity to a ruling of the Board of Governors, the result of the complete election returns. An asterisk after the name indicates that the member has been re-elected to the Board.

Board of Governors NEW YORK

Soloists — 4 vacancies

Eugene Conley,* Blanche Thebom, Mack Harrell, Robert Weede.

Instrumentalists — 1 vacancy

Ruggiero Ricci.

Dancers — 4 vacancies

Alexis Dolinoff,* Nora Kaye, Elissa Minet,* Tilda Morse.*

Choristers — 1 vacancy

Arthur Backgren.

PHILADELPHIA AREA

Dancers — 1 vacancy

Honor McCulken.

Choristers — 1 vacancy

Wynema McKinley Fox.

CHICAGO MIDWEST

Soloist — 1 vacancy

Joseph Tessmer.*

Chorister — 1 vacancy

Glenna O'Toole.

SAN FRANCISCO AREA
Choristers — 1 vacancy
Edward J. Vannucci.*

LOS ANGELES AREA
Soloist — 1 vacancy
Richard Bonelli.*

Delegates to National Convention

NEW YORK AREA (34 delegates)

Alexis Dolinoff	Ruthanna Boris
Lydia Edwards	Brenda Lewis
William Fisher	Elissa Minet
Carleton Gauld	James Pease
Gean Greenwell	Muriel Rahn
Edith House	Emile Renan
Iva Kitchell	Ruggiero Ricci
Maurice Kostroff	Genevieve Rowe
Arthur Backgren	Leopold Sachse
Erno Balogh	May Savage
Julia Barashkova	Margaret Speaks
Lucy Brown	Betty Stone
Frank Chapman	Carroll Taussig
Eugene Conley	Conrad Thibault
Donald Dame	Marek Windheim
Louis D'Angelo	Dino Yannopoulos
Lawrence Davidson	Lawrence Tibbett

PHILADELPHIA AREA (3 delegates)

Warren Holland George Southern
Jessie C. Walker

CHICAGO AREA (3 delegates)

Ilma Bayle Glenna O'Toole
Joseph Tessmer

NEW ORLEANS AREA (1 delegate)

Arthur P. Winteler

SAN FRANCISCO AREA (3 delegates)

Imogene Cornwell Edson Hoel
Galliano Daneluz tie vote
Paul Guenter

LOS ANGELES AREA (4 delegates)

Frances Barnes John E. Radic
Jose Palomares Hilda Romain

Benefit Clearances

A MUST

TO ALL MEMBERS OF THE UNDERSIGNED ORGANIZATIONS

By rule of your Organization you must not appear or agree to appear in any benefit without compensation or for less than your customary salary until such benefit has been cleared by Theatre Authority.

Theatre Authority is, as it has been for fifteen years, the only agency authorized by the undersigned to approve the appearance of any of our members at benefits. When requested to appear at a benefit for any purpose you must check directly with Theatre Authority.

We repeat — only THEATRE AUTHORITY may clear benefits.

Theatre Authority, Inc.
545 Fifth Avenue,
New York 17, N. Y.

Murray Hill 2-4215

Actors' Equity Association
Chorus Equity Association
American Federation of Radio Artists
American Guild of Musical Artists
Screen Actors' Guild

Four A's Awards Jurisdiction to TvA

(Editor's Note—In a letter dated May 4, 1950, Paul Dullzell, International President of the Associated Actors and Artistes of America, wrote to each of the Branches enclosing a resolution of the International Board, adopted on April 19. He asked each Branch to print his letter in its official organ.)

Since this action was taken Screen Actors Guild and Screen Extras Guild have applied to the National Labor Relations Board for an election to determine who shall represent performers in the field of film television for purposes of collective bargaining.)

On April 19th, 1950, the International Board of the Four A's adopted a resolution vesting jurisdiction in the field of television in TvA. A copy of the resolution is attached. EQUITY, AFRA, AGVA, AGMA and CHORUS EQUITY, voted for the resolution. SAG and SEG voted against it, and after its passage, left the meeting.

The Board thereafter directed that a communication be sent to the governing bodies of the branches in further explanation of the action that had been taken. This letter is addressed to you pursuant to that instruction.

1. Attention is invited to the language of the resolution, including the "whereas" clauses. It explains much of the history of this situation.

The Basic Jurisdiction

2. This International is chartered by the American Federation of Labor with jurisdiction over entertainers. Admittedly this includes television performers. Originally, claims to television jurisdiction were pressed by EQUITY, AFRA, and later AGVA, with SAG claiming rights to television film. EQUITY, AFRA, and AGVA (together with AGMA and CHORUS EQUITY), merged their claims in the Four A's trusteeship, TELEVISION AUTHORITY. SAG refused to join in this venture.

3. SAG takes the position that the vesting of jurisdiction over the field of television in TvA is illegal, because SAG claims that its charter from this International, which was issued in January of 1935, grants control over all motion pictures, and they argue that this includes motion pictures exhibited in homes by means of an electronic device.

The SAG charter, however, contains no mention of "television." Clearly SAG was established to have jurisdiction over "motion pictures" as the term was understood and used in 1935 —

regular films for ordinary projection in theatres and auditoriums. Television was not under consideration by the Four A's or its branches in 1935.

But in 1937, when AFRA got its charter, the motion to give AFRA a charter specifically stated that jurisdiction over television was reserved. It would appear, therefore, that SAG's claim is without substance and that the parent International has a jurisdictional question for decision.

4. Any doubt about this is erased by the language of the Four A's constitution. This fundamental document, to which SAG and SEG as well as all other branches are parties, and which is binding upon all branches, gives the International Board of the Four A's sole authority to determine the jurisdiction of branches and "the relation of the branches to each other in matters of jurisdiction."

5. To hold with the Screen Guilds that television is simply a new medium for the exhibition of motion picture film is to ignore the realities of a tremendous new integrated industry. It would be as accurate as to describe radio as simply a means of exhibition of the dramatic art. The same argument would have made the very existence of the Screen Guilds impossible. Actually, in its present stage of development, all crafts previously recognized by the Four A's as the bases for branch unions are represented. Thus there are legitimate actors, variety, night club, presentation house actors, as well as circus and carnival performers, opera and concert artists, ballet dancers, radio artists and screen actors — all performing in television, both live and on film, kinescope, transcription and other devices. Many of these performers now belong to two or more branches. There is a further mingling of production techniques, so that it is the rule rather than the exception to have film sequences, live performances, transcribed and taped sounds on the average television program, all of which is kinescoped, and all of which is subject to complete broadcast via kinescope at the will of the employer. It is the recognition of these basic facts that makes the attached resolution practically as well as legally sound.

No Infringement on SAG

6. It must be clearly understood that the attached resolution in no way infringes upon the basic jurisdiction of SAG or SEG. Film made primarily for

theatrical exhibition is not part of "the field of television," even though such film may have an incidental use in television. Control over the production of ordinary motion pictures remains exclusively in the hands of the Screen Guilds. By the same token, however, film-television (film that is made primarily to be sent into homes by electronic means and paid for, not at box office, but by advertising agencies, sponsors and television stations and networks), certainly falls within the borders of this integrated industry.

7. Passage of the attached resolution was delayed in the hopes that TvA and the Screen Guilds might agree to mediate their differences. SAG and SEG refused to mediate anything except fringe issues, and then only if they were granted full control over film-television. Acceptance of mediation would have meant that one or more impartial fact-finders would have been called in to hear the arguments of both sides. Neither side would have been bound by any decision, although admittedly the word of any mediator would have been influential with all of our members as well as with the public. TvA and its five constituent branches offered mediation in the belief that the justice of their cause would convince any fairminded impartial person or panel. The Screen Guilds, apparently, did not have a similar belief in their own position.

Likewise, attempts to create a partnership resulted in failure, essentially because of the Screen Guilds' refusal to agree on any definitive form of combined membership action of television performers as a united whole. Throughout, there has been an insistence that SAG and SEG alone must govern television performers whose work is or may be done on film, a claim which the other Four A's branches hold cannot be accepted by their many members who are not only actual and potential television film performers, but who are in all respects vitally concerned with this interchangeable medium.

Performers Demand Action

8. Finally, passage of the attached resolution was occasioned by the insistent demands of performers that negotiations be commenced to rectify the deplorable exploitation of television actors. Meetings of television performers had been held in New York, Los Angeles and Chicago, as a result of which democratically chosen committees had evolved

Four A's Awards Jurisdiction to TvA

and obtained membership ratification for a set of proposals designed to be the basis for negotiation with employers. The elementary realities of this industry required that these demands cover all types of television performances, whether live or on film. Obviously, TvA could not proceed to negotiate unless authorized by the Four A's — in other words, "jurisdiction" became an immediate necessity.

In satisfying this expressed demand, the Four A's International Board did not shut the door to the Screen Guilds. By the terms of its organic agreement, TvA undertakes to continue efforts to settle its differences with SAG and SEG. It is our sincere hope that such attempts will eventually prove successful. Meanwhile, our primary energies must be devoted to obtaining and safeguarding decent wages and working conditions for television performers. We believe that the passage of the attached resolution is the first step in that direction.

The Four A's Resolution

"WHEREAS, The International Board of the Four A's, on November 16, 1949, adopted a resolution approving the TvA agreement and authorizing the formation of Television Authority with the express understanding that TvA shall agree to mediate all matters that may be in dispute with SAG and SEG, and that pending the results of such mediation, TvA will refrain from proceeding to negotiate with employers, and with the further understanding that the issue of jurisdiction shall not be finally decided and shall remain in abeyance pending the completion of any such mediation, and

"WHEREAS, Television Authority, as well as Equity, Chorus Equity, AFRA, AGVA and AGMA, have repeatedly requested SAG and SEG to agree to mediation of all the matter that are in dispute, and

"WHEREAS, SAG and SEG, in direct statements to the Four A's and letters to Television Authority and in numerous press releases, have consistently refused to mediate all the issues in dispute, but on the contrary have stated that they will only mediate certain fringe issues that they have selected for mediation and have consistently insisted that so far as film-television is concerned they will not countenance any mediation whatever, and

"WHEREAS, TvA believes that any truly collective effort by all performers to obtain their objectives in television

must provide a machinery that will enable them to meet together to discuss and determine their needs, and

"WHEREAS, Screen Actors Guild has steadfastly maintained that it will not permit joint meetings of television performers at which decisive action can be taken or even any equivalent thereof, because of their position that film-television is the exclusive property of the Screen Actors Guild and Screen Extras Guild, and

"WHEREAS, TvA is a trusteeship duly authorized and sanctioned by the Associated Actors and Artistes of America, under which television jurisdiction shall be organized and administered for the benefit of all actors, and

"WHEREAS, TvA, in pursuance of this trusteeship, has called meetings of television performers in the television centers of New York, Los Angeles, and Chicago, in order to determine the wishes of these performers with respect to the television field, and

"WHEREAS, The performers themselves have approved the proposed code of minimum scales and working conditions for television performers, which is attached to and made a part of this resolution, and have further requested Television Authority to negotiate the said scales and working conditions with all possible speed, and

"WHEREAS, The wages and working conditions now being applied by producers and other employers to the television performers are unjust, inequitable and a severe economic hardship upon these performers, and

"WHEREAS, In view of the deplorable scales and conditions now being received by television performers, the said performers have determined that their plight demands the immediate negotiation of fair and equitable minimum terms and conditions as represented by the attached code, and

"WHEREAS, The Associated Actors and Artistes of America, as the parent body and international union duly authorized under its charter from the American Federation of Labor to represent all actors in all fields of entertainment, has a direct responsibility to see that performers are adequately protected and to see that the conditions now prevailing in the television industry are remedied, now, therefore, be it

"RESOLVED: 1. That restrictions contained in the resolution of the International Board of the Four A's dated November 16, 1949, ordering TvA to

refrain from proceeding to negotiate with employers pending mediation and holding television jurisdiction in abeyance pending mediation, are hereby removed.

"2. In response to the demands of the performers, Television Authority is hereby authorized and instructed to proceed forthwith with the negotiation of the attached code of minimum scales and working conditions, with the television industry.

"3. To effectuate the accomplishment of the approved wages and working conditions desired by the performers, the Associated Actors and Artistes of America hereby vests to its trusteeship known as Television Authority jurisdiction in the field of television."

AGMA Unfair List

The companies and producers listed below have been placed on AGMA's Unfair List. Under no circumstances may an AMA artist perform with these companies and any violation of this ruling will result in disciplinary action by the Board of Governors.

1. Adams-Williams Corporation
430 Sixth Avenue, N.Y.C.
Wilson A. Williams
2. Alkahest Celebrity Bureau
1221 Mortgage Guarantee Bldg.
Atlanta, Georgia
S. Russell Bridges
3. Belmont Opera Guild
(Belmont Community Society)
183rd Street and Arthur Avenue
Bronx, New York
4. Cosmopolitan Opera Company
1332 Walnut Street
Philadelphia 7, Pa.
Theodore Feinman
5. Boston Grand Opera Company
160 West 73rd Street, N.Y.C.
Stanford Erwin
6. Manhattan Opera Guild
1545 Broadway, N.Y.C.
Benjamin F. Kutcher
7. Mascagni Opera Guild
250 West 91st Street, N.Y.C.
Josephine La Puma
8. New York Civic Opera Company
150 West 46th Street, N.Y.C.
William Reutemann
9. Star Opera Company
317 West 42nd Street, N.Y.C.
Francis C. Torre
10. Washington Grand Opera Ass'n.
1710 19th Street, N.W.
Washington, D. C.
William Webster

Here's What TvA Wants in Television Contract

The following is a complete schedule of conditions which Television Authority will seek to have incorporated in a television contract in the coming negotiations:

1. The term of the collective bargaining agreement is to be for not more than one year.

2. Union shop for all performers.

3. A provision in the collective bargaining agreement that will make the telecasting company responsible for the enforcement of all provisions of the collective agreement as it applies to anyone using the facilities of the company.

4. Establishment of the principle that any film or kinescope or allied device used more than once in an area shall require the payment of additional fees to the performers involved.

5. "Live" telecasts are defined as telecasts which are "scanned" as they are being performed for the purpose of instantaneous transmission at the moment of performance.

FEES FOR SUCH TELECASTS

(Except Standard Acts)

1-HOUR TELECAST

(a) Minimum fee, \$115.00 plus rehearsal fees. Rehearsals shall not extend over more than 9 consecutive days including show day.

1/2 HOUR TELECAST

(b) Minimum fee, \$85.00 plus rehearsal fees. Rehearsals shall not extend over more than 5 consecutive days including show day.

1/4 HOUR TELECAST

(c) Minimum fee, \$70.00 plus rehearsal fees. Rehearsals shall not extend over more than 3 consecutive days including show day.

Performers participating in commercial announcement shall be paid the applicable program fee plus rehearsal rates.

Performers appearing in both program proper and commercial portion, whether or not in same character, shall receive both applicable minimum program and rehearsal fees.

6. COMMERCIAL INSERTS

Commercial inserts are defined as those portions of telecasts (either live or film) which expound a commercial message and which are inserted for and on behalf of the producers of the telecast. Performers engaged in such commercial inserts shall be paid the regular applicable rates in accordance with the length of the program in which such commercial insert is used.

7. DOUBLING

Performers doubling in or out of category shall receive an additional full applicable minimum fee plus rehearsal fee except variety programs or others wherein performer acts, sings or dances within character, shall be covered by a single performance fee. Announcer may appear as the announcer (and not in portrayal of a character or role) within the body of the program without additional payment required.

8. FILMED TELECASTS

Defined as those telecasts which are filmed prior to and for transmission by or from a television transmitter and may be used only for telecasting purposes. Minimum fees for such film telecasts shall be in accordance with the rates provided for live telecasts, with the provision that there shall be an eight-hour required call in any one day (less one hour for meal period) and with the further provision that no film telecast may be used more than once in an area without payment of additional compensation as provided for in this collective bargaining agreement.

9. REHEARSALS

No less than 3 hours in any one day. No less than a 3-hour minimum call for 15-minute programs; 6-hour call for half-hour programs; and 9-hour call for hour programs.

Rehearsal payment: \$60.00 per hour: after first hour, rehearsal may be computed and paid in half-hour periods at the rate \$3.00 per half-hour or part thereof.

Rehearsal day: A rehearsal day shall consist of no more than 8 consecutive hours, during which the producer may not rehearse more than six hours and no more than 4 consecutive hours at any one time. In the event producer rehearses more than 4 consecutive hours, performer shall be paid time and one half for any such time rehearsed. In the event producer rehearses more than six hours in any one rehearsal day, performer shall be paid at the rate of time and a half for any such rehearsal. There shall be at least one meal period of one hour given to all performers during an eight hour day. No break between rehearsal (except rest periods provided herein) shall be for less than one hour.

Incidental Rehearsal: Any time spent by a performer in obtaining wardrobe, or wigs or fittings therefor, and time spent on make-up or wardrobe for the rehearsal or performance or posing for publicity photographs shall be paid at the prescribed rehearsal rate.

Overtime Rehearsal: Any rehearsal in excess of the maximum time permitted as hereinbefore mentioned shall be payable at the rate of time and one half.

Maximum Rehearsal Day: Any rehearsal in excess of 12 hours in any 1 day, shall be payable at the rate of double time.

10. REST PERIODS

a. There shall be at least a five minute rest period provided for every hour of rehearsal.

b. Performers shall receive a rest period of 1/2 hour for 15-minute or half hour shows, and 1 hour for hour shows, immediately preceding show time, which cannot be required for make-up, costume fittings, script changes, meal periods, etc.

c. Specialty Acts (physical) shall not be required to rehearse their full act more than twice full-out in any one day and in no instance shall they be asked to rehearse full-out with less than one hour between rehearsals. Performer or performers shall be present when required to mark act for cameras, producer, timing of show, etc., for which he shall receive the full rehearsal fee.

d. **Rest period between daily calls:** There shall be at least a twelve-hour rest period between daily calls. In the event performers are called to rehearse before the lapse of such a twelve-hour period, they shall be paid at the rate of double of the rehearsal rates for any time spent up to the interval of such twelve-hour period.

11. DEMONSTRATIONS, AUDITIONS, PRELIMS

Defined as complete, rehearsed telecasts which are not transmitted for public reception, and which are confined solely to the further definitions:

a. **Auditions of Performances:** Telecasts, of any type, which are used to display

production format for the purpose of determining whether the production (telecast) shall be transmitted at a future date or time; such auditions may not be shown to the public generally.

b. **Previews and after-shows:** Performances of duly contracted telecasts of any type, which are used to display such telecasts prior to or after scheduled transmission for public reception.

c. **Minimum fees:** For telecasts in Par. (a) and (b) above: Full program minimum fees as prescribed plus full rehearsal rates.

d. If any audition is subsequently played on the air, performers shall receive not less than the full minimum applicable rates for such playing in addition to the audition rate previously received.

e. **Demonstrations:** Telecasts, of any operational qualities or equipment. The minimum fee for such demonstrations shall be the full applicable performance fee plus rehearsal rate.

12. TALENT-AUDITIONS, VIDEO SCREEN-TESTS; VOICE TESTS

Defined as those try-out periods wherein a performer, or performers, or a package-act, or group of performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a telecast, and for which none of said performers shall be required to learn special material or spoken lines or special business. There shall be no fee required for this category.

It is the intention of this clause to afford the opportunity for performers to display their individual talents. No talent audition shall be used by producers to evade the terms of the collective bargaining agreement and the producers agree that such talent auditions shall not be unreasonably exercised.

13. "REPEAT" TELECASTS

Defined as those telecasts which have been transmitted for public reception, and which are repeated either as originally transmitted, or transmitted by a mechanical method:

A. **"Live" repeat:** A repeat performance of a live telecast which is transmitted also as a live telecast. If a live repeat is performed for the purpose of supplemental coverage of the same network, and such performance takes place within 48 hours after the first telecast, all performers shall receive the not less than applicable minimum program fee plus payment for any rehearsal required. If the live repeat is performed again for network coverage, performers shall be paid the equivalent or original fees received for first telecast.

B. **"Filmed or Kinescope Repeat":** is defined as a repeat transmission of a Live Telecast, which was transferred to kinescope or film, in any manner, during either rehearsal, dress rehearsal or performance while being transmitted:

(1) **Minimum fee:** Producers may exhibit kinescope or film of live telecast for the same sponsor for the purpose of supplementing network in an area which is unavailable at the time of the live telecast, provided such showing is within a period of 30 days, in the United States or Canada.

The re-use of telecast for the same sponsor

Here's What TvA Wants in Television Contract

in an area where live telecast or kinescope or film has already been shown, shall require payment to performers of their original fees, and the payment of such fee shall permit the showing of kinescope or film once again in all other areas, provided permission is granted by said performers.

C. No telecasts shall be permitted from any TV studio or TV theatre or other remote pick-up to other theatres or public places where admission is paid.

D. There shall be no telecast pick-ups from any theatres, night-clubs, circuses, hotels, radio studios, studios on location for pictures being made for theatrical release, and other places where such performances may take place, without the consent of the individual performer involved. Such performer shall be entitled to such additional amounts for such telecast as may be provided in his individual contract of employment, but in no event less than the minimum rates provided for in the TvA collective bargaining agreement.

has been previously rehearsed and/or used by such standard acts prior to their engagement by the producer-employer.

Minimum fee: Singles, \$200; groups of two, \$300; groups of three, \$400; groups of four, \$500. Plus all prescribed rehearsal fees at regular rates; plus 2% of minimum fee for each station carrying show either live, kinescope, or by similar allied device. These minimums are to apply to any show regardless of the length of the program. Also \$100 additional fee for acts supplying special props, appurtenances, etc.

17. SPORTSCASTERS

Shall be paid at the rate of \$200.00 per event, for play-by-play sportscasting, and \$125.00 per event for assistant sportscaster (color man). An event is whatever the daily ticket of admission buys.

18. UNDERSTUDIES, REPLACEMENTS, STAND-INS

(a) **Stand-Ins:** are defined as those performers who are engaged by the producer

writing, shall be considered mutually binding and:

A. A copy of the contract, and a written memorandum specifying: date and length of telecast, dates and hours of rehearsals shall be sent to Television Authority, or its duly appointed representative, before the first rehearsal session, and the performer shall receive a copy of the contract in either case from the producer.

B. Postponement and/or cancellation of a duly contracted telecast shall require payment of the total fee, over-scale or minimum plus all rehearsal-fees for all such hours specified in the written memorandum, or in verbal agreement.

C. A standard form contract shall be provided for term and single engagements.

D. Script shall be delivered to the performer within 48 hours in advance of the first rehearsal. In the event script is delivered after deadline, performer shall receive 1/2 program fee in addition to the contracted fee.

20. MEAL PERIODS

Shall be called not later than 4 hours after the first call of the day. In the event the total elapsed rehearsal period extends through normal lunch and dinner hours, e.g., from 10 A.M. to 10 P.M., a second meal period shall be required.

21. DRESSING-ROOMS, SETS, ETC.

A. Adequate, clean and uncrowded dressing-rooms and toilet facilities, conveniently accessible to sets, studios or stages shall be provided by the Producer. The Producer shall provide adequate seating arrangements for performers during rehearsals.

B. In the event a performer is required to make a complete change in the set during transmission of a performance the Producer shall provide adequate space wherein such a change can be made, and which shall afford the performer complete privacy.

C. Sets, props and floor shall be cleaned immediately preceding performance.

D. The facilities for maintenance and repair of wardrobe shall be provided by the Producer-Employer.

22. WARDROBE, WIGS, FITTINGS, PUBLICITY PHOTOGRAPHS

A. All wardrobe and wigs supplied by the Producer shall be in a sanitary condition.

B. Performers shall not be required to furnish any wardrobe, wigs or appurtenances of specialized nature, except standard acts or units which shall supply their own wardrobe if so contracted by the Producer.

23. WARDROBE MAINTENANCE

A. Performers engaged at basic minimum or special fees and therein supplying personal wardrobe shall receive maintenance fees for such wardrobe at the the following prescribed rates:

Male Performers: \$2.50 per garment, except dress clothes and tuxedos, which shall require payment of double this fee.

Female Performers: \$5.00 per garment exclusive of evening wear; in the event of evening wear of special costumes, the Producer shall pay any additional maintenance charges per garment up to and not exceeding \$20.00.

The above fees shall also apply in the event performer is required to use make-up for any audition.

24. RE-USE

Any film, or other mechanical device of a telecast program, which is shown more than

14. GROUP PERFORMERS

(a) Corps de ballet, chorus line of either dancing girls and/or dancing boys, shall consist of seven or more performers;

(b) Choral group and/or choir consist of seven or more performers.

15 minutes or less	Number in group	Program rate per person
	Groups of 7	\$65.00
	" " 8	60.00
	" " 9	55.00
	" " 10 or more	50.00
30 minutes	" " 7	\$80.00
	" " 8	75.00
	" " 9	70.00
	" " 10 or more	65.00
60 Minutes	" " 7	\$105.00
	" " 8	95.00
	" " 9	90.00
	" " 10 or more	85.00

Rehearsal fees: Full rehearsal rates as prescribed in Paragraph 5.

Any performer participating in any group of two to six persons inclusive, shall be paid the full performer's applicable rate provided for in Paragraph 5.

15: WALK-ONS, EXTRAS, SUPERNUMERARIES, ETC.

Defined as those performers who shall not be assigned any specific lines as individuals, and who shall be assigned group ad-libs only as stipulated below:

(a) **Walk-on:** is defined as an Atmosphere Extra who shall not speak any lines whatsoever, either as an individual or as part of a group. Where a producer-employer shall engage four (4) or more walk-on performers, they may be required to speak general group ad-libs, but not as individuals.

Fee: 15 minute program — \$15.00 plus all full rehearsal fees as prescribed. Half hour program — \$20.00 plus all full rehearsal fees as prescribed. Hour programs — \$25.00 plus all full rehearsal fees as prescribed.

(b) **Extras Performing Special Business:** Wherever persons in the aforementioned category are required to do any special business requiring synchronization of action with spoken lines or are required to learn special material, such performers shall be paid the regular performer's applicable rate.

16. STANDARD ACTS OR UNITS

are defined as any performer or group of performers who render and perform a self-contained theatrical performance with material and routines furnished or provided by the producer-employer) and which performance

to substitute during rehearsals, for either the convenience of the producer or the duly contracted performer, and who shall not appear in a transmission of the telecasts unless paid the applicable fee therefor:

(1) A stand-in shall not be required to memorize any material, or supply any specific wardrobe.

Fee: Applicable Rehearsal-rate as prescribed.

(2) If stand-in is required to memorize any material, he shall be paid program fee plus rehearsal rate.

(b) **Understudies:** A performer or performers who are engaged by the producer to act as an understudy shall receive not less than the applicable minimum fee plus the applicable minimum rehearsal fee, beginning with the first day of rehearsal, for each part understudied.

(c) **Replacements:** Replacements are defined as those performers who are engaged by the producer to replace a duly contracted performer to replace a duly contracted performer after rehearsals have begun, and who shall appear in a transmission of the telecast. A replacement shall be paid the full applicable program fee, plus all rehearsal fees contracted for the part assumed.

19. CALL AND COMMITMENTS

Once contracted for, either verbally or in

TvA Contract

once in an area, shall require the payment of the full original fee to all performers who were involved in such telecast.

25. RE-TAKES

Where a performer is required to do a re-take on film or kinescope, he shall be paid at least one-half of the program fee plus any herearsal required, provided the time for such re-take does not conflict with any existing commitments of the performer.

26. PAYMENT

Payment to all performers shall be made not later than three days after the date of performance and all checks shall be mailed directly to performer.

27. ON LOCATION

Performers shall be paid \$28.75 for each day spent on location outside the metropolitan area of New York, Chicago, or Los Angeles. This payment shall be in addition to first class transportation and living expenses. Regular rehearsal fees shall apply for all time spent in rehearsal on location.

28. RENEGOTIATIONS

The collective bargaining agreement shall be negotiated on the basis of existing facilities of the various television networks and it shall provide that in the event such facilities are augmented by more than _____ number of stations, the collective bargaining agreement will then be reopend for the purposes of negotiating further terms and conditions.

29. CAST CREDITS

All persons giving individual performances shall receive cast credits. All group performers, specialty acts or units, shall receive group or unit credit. Such credits shall be given at the beginning of the program.

30. DUBBING

Dubbing shall not be permitted.

Listing of Official Companies

The following companies have negotiated Basic Agreements with AGMA for the 1950 season.

AGMA artists may perform only with producing companies listed in this column and any violations of this rule will result in disciplinary action by the Board of Governors.

In any event, it is always advisable to check with the AGMA office before accepting any offer to sign a contract.

O P E R A

Amato Opera Theatre, Inc.
American Opera Company
Central City Opera House Ass'n., Inc.
Chautauqua Institution
Chicago Opera Artists Ass'n.
Cincinnati Summer Opera Ass'n., Inc.
City Center of Music & Drama, Inc.
Connecticut Opera Ass'n.
Denver Grand Opera Co.
Constance Di Giacomo Opera Guild
Equinox Company
Fort Worth Civic Opera Ass'n., Inc.
The Guild Opera Company
Hollywood Bowl
Hollywood Bowl Opera Co.
International Royal Grand Opera Co.
Little Orchestra Society, Inc.
Los Angeles Conservatory of
Music & Arts
Lyric Opera Ass'n., Inc.

Manhattan Civic Opera Co.
Mario Pescara
Marks & Palermo
Metropolitan Opera Ass'n., Inc.
J. H. Meyer
National Negro Opera Co.
National Grand Opera Co.
New England Opera Company
The New England Opera Theatre, Inc.
New Lyric Stage, Inc.
New Manhattan Opera Ass'n., Inc.
New Orleans Opera House Ass'n., Inc.
Opera Guild of Miami
Opera Workshop of Laguna Beach
Orpheus Opera Company
Frank Pace
Paterson Opera Co.
Philadelphia Civic Grand Opera Co.
Philadelphia La Scala Opera Co., Inc.
Pittsburgh Opera Co.
Pomona Valley Opera Club, Inc.
Popular Price Grand Opera, Inc.
Rochester Grand Opera Co.
San Carlo Opera Company
San Francisco Opera Association
State Opera Association, Inc.
Symphony Society of San Antonio
Union City Opera Co.
Charles L. Wagner

B A L L E T

Ballet Carnival
Ballet Russe De Monte Carlo, Inc.
Ballet Theatre, Inc.
New York City Modern Dance Theatre
(City Center of Music & Drama, Inc.)
New York City Ballet
(City Center of Music & Drama, Inc.)
Mariemma & Ensemble
Martha Graham Dance Co.
Les Ballets de Paris
Mia Slavenska Ballet Variante
Uday Shankar
Charles Weidman Dance Co.

C O N C E R T R E V U E

Concert Theatre, Limited
De Paur Infantry Chorus

PRE-CONVENTION MEMBERSHIP MEETING N. Y. AREA

Agenda

1. Introduction of Convention Delegates.
2. Discussion and Suggestions for Convention Agenda and Proposals.
3. Proposed Negotiations with Popular Price Opera Companies.
4. Proposed Negotiations with Ballet Companies.

HOTEL CAPITOL — 8th Ave. and 51st St. Terrace Room
TUESDAY JUNE 13, 1950 — 2 P.M.

PLEASE BE PROMPT AND BE THERE!!

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