NY CITY OPERA MEMBERS SING FOR RECOGNITION

On September 11th, more than 50 of the AGMA-represented artists of the New York City Opera debuted selections from Verdi's Macbeth outside of Lincoln Center, only hours before performing the same repertoire inside for the gala opening night audience.

The performance was part of an informational picket, held to call attention to the plight of the artists, whose contract negotiations with the New York City Opera have been stalled since April. At issue are wages, health and safety, and rehearsal schedules. The negotiations were especially complex because the contracts cover seven groups of performers and directors each with specific requirements. On August 11th, frustrated by the lack of progress in the negotiations, the artists voted nearly unanimously to give AGMA's negotiating committee strike authorization, with a deadline set for September 29th. A strike was averted after a productive all-night negotiating session the day after the deadline. Negotiations are expected to be settled with a contract within a month.

The picket was also supported by representatives from member unions of the Central Labor Council, including Local 802, UFW, DC37, UNITE, Local 52, NOW, and the Central Labor Council Committee on Aging.

NATIONAL ELECTION RESULTS

AGMA members elected National Officers and Board of Governors members as they cast their ballots for 1997 National Elections. A total of 987 valid ballots were cast, with 57 ballots being declared invalid. Although total voter response was up slightly from last year, the number of invalid ballots rose as well. The majority of ballots were declared invalid because they arrived late or in unsigned envelopes. There were also two areas that did not have any positions to the board open, and those areas showed reduced voting activity. All active members in good standing were eligible to vote. AGMA National Officers are elected to two-year terms. Board of Governors are elected to three-year terms. See related information on pages 4-7 and page 9.
AGMA Principal
Per Performance
Solo Singers

An Evolution
In Union Involvement

Four years ago, when I came to AGMA, it was unheard of to have principal per performance artists at the negotiating table. Although the tendency is to regard the category of “principals” as being limited exclusively to solo singers, it should be pointed out that stage managers, directors, choreographers, and solo dancers are all subsumed under the category of “principals.” Various rationales were advanced as reasons for the absence of these members from the bargaining table, including a lack of time, a disinterest in the process, the presumed irrelevance of collective bargaining agreements to the travelling principals, attributions to artists’ managers that they should avoid such involvement, and statements of dissatisfaction for the union.

With respect to per performance principal solo singers, that situation has been radically and dramatically reversed. Numerous developments are symptomatic of the evolution and, in turn, have promoted further progress. Among these factors have been:

- National soloist forums which crystallized in the organizing of the Action Committee for Solo Singers, a subcommittee headed by Aaron James, under the Membership and Member Relations Committee, presently chaired by principal solo singer, Gregory Stapp;
- AGMA Health Plan B, a portable employer-paid flexible medical reimbursement plan, primarily benefiting per performance principal artists, to which companies now contribute;
- Inordinately generous contributions of volunteer time to the Master Agreement Negotiating Committee by principal artists, including singers Erle Mills, Martha Jane Howe, Eileen Koyl, Anita Te’zian, and stage manager John Coleman;
- Extraordinarily copious dedication of volunteer efforts to the New York City Opera Negotiating Committee by per performance principal artists, including Mr. Stapp, Emily Manhart, Steven West, LeRoy Lehr, and approximately fifty other principal singers;
- Rewriting of “Schedule C,” the AGMA authoritative document, which, among other kinds of information, provides classification of soloists’ roles in frequently performed operas, and which painstakingly detailed enterprise involved volunteers from ACSS, as well as other members;
- Circulating of questionnaires to per performance principal singers signed by their colleagues, and unsurprisingly high rates of returns in regard to both the Metropolitan Opera and Master Agreement negotiations;
- Petitions, signed by per performance principal artists who allowed their names to be cited, in support of negotiating goals;
- Outspoken support of AGMA by stellar principal singers during the Metropolitan Opera chorus decertification threat;
- Success, in grievance and arbitration proceedings, of AGMA staff members and attorneys in enforcing our contracts on behalf of principal solo singers, especially with respect to the “Pay or Play” provisions, stimulating a growing realization that AGMA membership provides some “employment insurance” to our artists; and

Active participation in area committees,

Lost...
From the President

Gerald Otte

There are times when I am very proud of this Union. I wish today were one of those times. I and many other volunteer people who work on behalf of the members of AGMA are burning out. Why? 'There is just not enough manpower to do all the work of AGMA. We are not a big, powerful, wealthy labor union that can pay enough people to make sure all the jobs of the union get done. We have to read our own contracts. Yes, we have to read them clear through and even try to understand them.

When things are not right we must personally contact our delegate and tell them about the problem. Some of us might have to serve as delegates at some point during our career. What kind of labor union is this to ask these things? This is just the beginning. Some members of AGMA are willing to run for office as a member of the Board of Governors and even that does not seem to make everyone happy. Those very people are asked to attend meetings in which they address the union’s problems. As if that sacrifice alone is not enough, they also have to keep updated and informed on AGMA happenings and participate in problem solving.

"I pay dues, two percent of all that I earn, under AGMA contracts. In addition to this, I am assessed another seventy-eight dollars every year. Isn't that enough? Do I have to do the work of the union as well?" The answer is yes. This union chose, a long time ago, to keep its dues among the lowest in the entertainment industry. We decided to limit our growth to the classical stage. We chose to be a participatory democracy and have a real say in the everyday work of our union. That means you, each and every one of you. You are the person who will make this union a great union. You are the one who is responsible for the best contract possible. Your ideas are what fuel the future of this union. There is no one else.

OK. Maybe this is one of those days, one of those days that makes me very proud of this union. I hope you have one of those days. I hope you have a day really soon when you say, "Today I am a part of a good union and today I am going to do something to help make it a great union."

Gilmore (Continued from page 2)

national committees, and on the AGMA Board of principal solo singers.

Not only are these principals speaking for their soloist colleagues in dialogues and negotiations with management representatives of opera companies, but they are supporting the goals of staging staff members, dancers, and choristers in the AGMA shops in which they work. When principal solo artists speak, managements listen to these trained, cultured voices articulately advancing suggestions and proposals.

Suddenly, instead of futile efforts to drag soloists into negotiations, these singers are insisting on inclusion. It is the culmination of a dream which, four years ago, seemed unattainable and one for which we are all deeply grateful. Profound thanks to all individuals named and unnamed for bringing on the [j]evolution!

"My muse must come to me on Union time."

George Balanchine

Reminder

Rule One Invoked

Members of AGMA have invoked Rule One against the National Chorale. Rule One states: "Upon the issuance of an order by the Board of Governors, no member of AGMA may work for an employer who has refused to bargain in good faith with AGMA." AGMA members should not accept new employment with the National Chorale; however, any contracts which have been signed prior to the notice of Rule One against the National Chorale should be honored. If you have any questions in this regard, please contact the AGMA office (Reprinted from AGMAzine, Fall 1996)
# AGMA National Officers

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Statement</th>
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<tbody>
<tr>
<td>President</td>
<td>Gerald Otte</td>
<td>&quot;AGMA is becoming a national labor union for the first time in its existence. We are solvent. We are growing. AGMA is no longer the ugly step-sister union in the performing arts.&quot;</td>
</tr>
<tr>
<td>1st Vice President</td>
<td>Michael Byars</td>
<td>&quot;There has never been a better time to be part of AGMA. As long as I remain an active member, I look forward to working with you to continue to build our union.&quot;</td>
</tr>
<tr>
<td>2nd Vice President</td>
<td>Pamela Smith</td>
<td>&quot;These are challenging times for AGMA and for Performing Artists. All disciplines and all geographic areas of AGMA have given support. Such cooperation is vital to the survival and growth of AGMA.&quot;</td>
</tr>
<tr>
<td>3rd Vice President</td>
<td>Burman Timberlake</td>
<td>&quot;AGMA's success depends heavily upon the determination, devotion, and hard work of member-volunteers.&quot;</td>
</tr>
<tr>
<td>4th Vice President</td>
<td>John Coleman</td>
<td>&quot;We are a diverse organization, but are united by common goals: a living wage, reasonable working conditions, safe working environment, quality health insurance, and a secure retirement plan.&quot;</td>
</tr>
<tr>
<td>5th Vice President</td>
<td>Erie Mills</td>
<td>&quot;I believe AGMA has improved in the last three years and that is due to the staff's hard work AND the hard work of many individual members... I would like to help AGMA work for its membership.&quot;</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Deborah Williams</td>
<td>&quot;With Bill Cason’s help and guidance, as well as that of the membership, I will continue building up and watching over AGMA's now solid financial structure.&quot;</td>
</tr>
<tr>
<td>Secretary</td>
<td>Cancace Itow</td>
<td>&quot;The union cannot be strong, unless we as members are willing to take the time and effort to communicate our needs and stand behind our representation.&quot;</td>
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ATHE '97
Dramatic Interactions

A four-day conference was held (August 6-9) by the Association for Theatre in Higher Education (ATHE) at the Palmer House Hotel in Chicago. The Chicago Entertainment Industry Labor Council (CEILC) took a booth and asked its members unions to provide handouts and personnel at the booth some time during the conference. The CEILC consists of twenty "locals" of twelve different unions. Chicago AGMA is one of these.

The conferences were primarily college teachers and students of theater arts and authors/playwrights. Approximately 1,100 were in attendance from about 46 states and 8 foreign countries.

The main message from the CEILC was the importance of unions in related fields working together for the good of everyone. Also, that teachers should address the matter of their students affiliating with a union in their field when in the pursuit of their craft. The various handouts gave information about the respective union.

The American Guild of Musical Artists was represented by three members: Sarah Hersh (Lyric Opera of Chicago), Gretchen Klocke (Ballet Chicago), and Lorene Richardson (Chicago Symphony Chorus), who welcomed this opportunity to converse with conference participants and give out materials.

It is difficult to evaluate the impact, if any, that we had on those who stopped by, but we have made a start. For a first effort— not bad.

The ATHE's next conference will be held in San Antonio, Texas in 1998.

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<tr>
<th>President</th>
<th>856</th>
<th>1st Vice President</th>
<th>858</th>
<th>2nd Vice President</th>
<th>867</th>
<th>3rd Vice President</th>
<th>800</th>
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<tr>
<td>GERALD OTTE</td>
<td>639</td>
<td>MICHAEL BYARS</td>
<td>858</td>
<td>PAMELA SMITH</td>
<td>867</td>
<td>BURMAN TIMBERLAKE</td>
<td>800</td>
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<td>TOTAL WRITE-IN VOTES</td>
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4th Vice President: JOHN COLEMAN (844)
5th Vice President: ERIE MILLS (887)
Treasurer: DEBORAH WILLIAMS (847)
Recording Secretary: CANDACE ITOW (854)

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AGMA Members
Are you aware that your AGMA Membership makes you eligible for legal discounts?

Receive free and discounted legal advice from union-friendly lawyers. Benefits include free consultation (up to 30 minutes), 30% discount on complex matters, and no enrollment fees.

AGMA UNION PRIVILEGE LEGAL SERVICE
For information call:
1-800-452-9425

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TEIGIT Health Plan California Open Enrollment Period

TEIGIT is required by California Insurance Department Regulations to offer a 30-day Open Enrollment Period once each year for the CIGNA Health Plans to all California members of TEIGIT associations. During the Open Enrollment Period, any California-resident member who applies will be automatically accepted regardless of medical history, provided that the applicant was a member in good standing prior to start of the Open Enrollment Period. Open Enrollment will be from January 1, 1998 - January 30, 1998.

For more information, contact TEIGIT at (212)758-5675 or (800)886-7504. You may write to TEIGIT at 845 Third Avenue, New York, NY 10022.

January 1, 1998
Through
January 30, 1998
### 1997 National Board of Governors Election Results

#### New York Area

**Solo Singers (10 Vacancies)**
- DON YULE
- RUSSELL CHRISTOPHER
- WILLIAM CASON
- WILLIAM FLECK
- DAVID WARD
- LUIGI VELLUCCI
- SANDRA DARLING
- DAN L. SMITH
- JONATHAN GUSS
- LEROY LEHR

**Choristers (10 Vacancies)**
- LINDA MAYS
- LEE BELLAVER
- LOURNAINE KEANE
- MARY MEYERS
- NICOLA C. JAMES
- ELLINOR HARPER
- CONSTANCE WEBBER
- CAROLYN SIELSKI
- ALAN L. SOKOLOFF
- ROGER CROUTHAMEL

**Dancers (8 Vacancies)**
- STEPHANIE GODINO
- TERRY LACY
- FRANK M. DELAPOLLA
- FRANCOIS PERRON
- PAUL SACKETT
- CHRISTOPHER MacDOUGALL
- BRANDON SKOLNIK
- MICHAEL RUBINO

**TOTAL WRITE-IN VOTES**
181

#### Chicago Area

**Solo Singers (3 Vacancies)**
- TOM SILLITI
- JASON BALLA
- LYNN LUNDGREN

**Choristers (5 Vacancies)**
- MICHAEL COOK
- LUIS ANTONIO GALVEZ
- BRYAN MILLER
- RICHARD A. LIVINGSTON
- DARRELL NAKAGAWA

**Dancers (1 Vacancy)**
- SARA STEWART

**TOTAL WRITE-IN VOTES**
181

#### San Francisco Area

**Solo Singers (1 Vacancy)**
- MARTHA JANE HOWE

**Choristers (3 Vacancies)**
- DALLAS LANE
- SIGMUND SEIGEL
- DAVID W. VARNUM*

**Dancers (2 Vacancies)**
- DANIEL BECKER
- DANNY FURLONG

**TOTAL WRITE-IN VOTES**
72

#### Pittsburgh Area

**Choristers (1 Vacancy)**
- PETER BIANCHI

**Dancers (1 Vacancy)**
- CRAIG SANOK

**TOTAL WRITE-IN VOTES**
23

#### New England Area

**Solo Singers (1 Vacancy)**

**TOTAL WRITE-IN VOTES**
22

#### New Orleans Area

**No Board Vacancies**

#### Philadelphia Area

**Solo Singers (2 Vacancies)**
- NED BARTH
- CAROL GUTKNECHT

**TOTAL WRITE-IN VOTES**
35

#### Texas Area

**No Board Vacancies**

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Elected Board Members in Bold
* Winner by Write-In Votes
** Tie Vote - Board appointment

Continued on page 9
Dance At A Glance
Alexander Dubé and Dorothy Kochiras

Ballet Hispanico of New York
This was a negotiation that went to the wire. Management gave the dancers their “last and best offer” and indicated on more than one occasion that “their final and best offer” would be implemented. The dancers rejected the offer and requested a meeting with Ballet Hispanico’s Board who responded that such a meeting was inappropriate. The Dancers then met with Management, and at that meeting the following was achieved:

- 3-year agreement;
- Salary increases - 3.75%-4%;
- Guaranteed Employment - 24 weeks in each year of the agreement;
- Increase in Meal Money;
- Increase in Master Class compensation;
- Overtime, Penalty increase 1st year, freeze 2nd year, increase 3rd year;
- Extraordinary Risk increase 1st year, freeze 2nd year, increase 3rd year;
- Begin a retirement provision in the last year of the contract;
- Dancers who have a separate health plan are reimbursed: $350 - $375 - $400 per year.

The dancers unanimously ratified the agreement.

AGMA Dancers’ Negotiating Committees are in the process of preparing proposals for negotiations for the following companies whose collective bargaining agreements expire in 1998:

- Atlanta Ballet
- Ballet Chicago
- Ballet Tech (formerly Feld Ballets/NY)
- Dance Theatre of Harlem
- Tulsa Ballet Theatre
- The Joffrey Ballet of Chicago
- REPRISE! in Los Angeles, California

AGMA’s aim is to reach an early settlement with each of these companies.

Boston Ballet
This 2-year Basic Agreement was ratified by the Artists of the Boston Ballet on August 18, 1997 in a vote of 35 acceptances and 2 abstentions.

These negotiations commenced on January 14, 1997 and concluded on August 11, 1997 for a total of nineteen negotiating sessions.

New provisions such as a paid “rehearsal assistant”, personal days, and two Artists sharing a seat on the Company’s Strategic Planning Committee, were negotiated in addition to the economic provisions as follows:

- 4% increase in all wages, overtime, penalty and free day rates in 97/98
- 5% increase in all wages, overtime, penalty and free day rates in 98/99

Principal minimums increased from $829 to $900 (an 8.6% increase) in 97/98 and $945 (equating a 5% increase) in 98/99.

Minimum Principal overscale of not less than $45 in the 98/99 season.

At all bargaining sessions we had many members of the company in attendance to observe the proceedings and to support their negotiating team at the table.

Kudos to the negotiating committee, Ira Sills, and the Artists of the Boston Ballet for these achievements over the next two years.

Ballet Tech (formerly the Feld Ballets/NY).

The Artists of Ballet Tech, AGMA and the Employer agreed to roll-over the current contract for yet one more year, and agreed to a 3% increase in wages and increases in overtime, penalty and the free day rate. This agreement was unanimously ratified by the Artists of Ballet Tech.

Who’s To Argue With Balanchine
In an early conversation with Ruthanna Boris, former Artist and Choreographer of CAKEWALK, George Balanchine did not like the idea of dancers becoming members of AGMA. A second conversation between Ruthanna and Mr. B took place many years later, when Mr. B said,

"Ruthanna, do you remember? You said union was good. I said union was bad. You were right. I was wrong. Union makes my work easy; it tells us what we must do, what we must pay, takes care that dancers know what they should have. This saves us time; it saves us money; it makes us partners with our dancers, not enemy to them-- and teaches dancers to take care of themselves. So, please, here is my apology."
**Appointments to the AGMA Board of Governors**

Five AGMA members have recently been appointed to the National Board of Governors. Area 3 (Chicago Area) appointments were Louise Fisher - Chorister replacing Theresa Ozers - Chorister and Gretchen Klocke-Brown - Dancer replacing Kathryn Harman - Dancer. From Area 1 (New York Area) Choristers Bonny Rinas replacing Joan Peterson and Kenneth Young replacing Carole Wright were appointed, as well as Raymond Menard replacing Paul King for Stage Manager/Director. Members appointed to the Board of Governors serve until the next scheduled election, which will be Spring 1998.

**AGMA Emergency Relief Fund News**

*Floran Yagoda*

Our 1996 annual appeal was a huge success—and we hope this year to break the record again! In a few weeks you will receive our annual appeal letter in the mail. Please find it in your heart to renew your contribution from last year or make a new one.

In addition to our fundraising activities, we have been busy keeping you informed. Our newsletter, "In the Wings" was well received among AGMA members—thank you all for the wonderful feedback! Upcoming newsletters will address the ways in which members can participate, focusing on such questions as: How can I get more involved? Making a donation to the annual appeal is the first way. You can also get involved with local AGMA chapters in major cities across the nation to raise money. Putting together raffles, bazaars, and benefit concerts is a great way to support the Relief Fund—and a great way to meet and get to know other AGMA members in your area.

What if I've never fund-raised before? You don't need to be a professional fund-raiser to lend a helping hand! We rely on the talents of many AGMA members from diverse backgrounds. We will help you organize local members, write letters and with all aspects of public relations—from press releases to media placement. It's another great way to make personal and professional contacts!

Your ideas and comments are always appreciated! Please call us at (212) 265-3687 to discuss the ways you can develop skills and make friends by getting involved. We are looking forward to a productive and fulfilling year ahead, and wish the same to you.

**NON-UNION WORK IN OTHER PERFORMING JURISDICTIONS?**

**NO WAY!!**

AGMA members are under the same rules as SAG, AFTRA, Actors Equity, and other artists under the Four A's (Associated Actors and Artists of America) with regard to accepting employment in a non-union production where a sister union is attempting to organize that employer.

While this rule has been in force for many years, many new AGMA members may be unaware of the problem when offered work in a different medium. If in doubt, before you sign that contract, call the appropriate union whose jurisdiction covers the type of work offered. Failure to abide by this provision may result in disciplinary action.
National Negotiations

Tom Jamerson

AGMA and a group of six opera companies traditionally sit down together and negotiate a Master Agreement which covers each of these six companies. We have referred to them as "Les Six". They are, in geographic order, Washington Opera, Florida Grand Opera, Houston Grand Opera, The Dallas Opera, San Diego Opera, and Seattle Opera. This agreement with Les Six traditionally forms the basis for the National Opera Basic Agreement, the "Code" for Opera in the nation. During the negotiations, which began in the spring of 1996, several serious issues emerged.

One of the first responses from Management to our initial proposals was to remove Stage Managers and Assistant Stage Managers from the bargaining unit. This major issue took over a year to resolve. It triggered a nationwide attack on the wages and working conditions of all AGMA Stage Managers and Assistant Stage Managers. After many negotiating sessions and meetings away from the negotiating table, we were successful in maintaining Stage Managers and Assistant Stage Managers as part of the unit. In addition, we were able to tighten up some of the terms and conditions for these Artists.

Another attack was launched by "Les Six," this time on Health Plan B, the health plan primarily designed for Principal Artists. We were in Seattle when the Management told us that they would no longer participate in the plan. This statement escalated the intensity of the negotiations to an all-time high, since it was Les Six which originally agreed to set up this plan. After months of negotiations, we were able to keep the plan in place. It is modified from the original plan, to the extent that these six companies would make a contribution of $65.00 per performance for each principal Artist involved in the production.

This contribution is limited to a maximum of eight performances per production, and is to be on behalf of Artists who perform solo bit roles as well as leading, featured, and supporting roles. Solo Dancers and Staging Staff are also a part of the plan.

Originally, Health Plan B was to be a "Robin Hood" plan, which means that contributions would be distributed among all performers involved in the plan. This could not be accomplished for many reasons, which would take an entire issue to explain. It is sufficient to say, we came up with a plan whereby the Management would contribute a fixed dollar amount, $65.00 per artist per performance. This amount represents a small percentage to the Artists performing leading roles but is a 47% contribution for the Artists performing solo bit roles. On the other hand, for an Artist making $2,000 per performance, the contribution percentage is 3.25%. This is a "Robin Hood" plan, but it is based on the contribution rather than on the distribution.

Of the other agreements reached during these negotiations, wages in the Master Agreement increased by just over 10% during the three years of the agreement which began August 1, 1996. In addition, an agreement was reached to report to the Principal Artists the amount of compensation which is allocated as per diem. This enables the Artists to clearly see the part of their compensation which is not applicable to the artists' management commission and to the AGMA working dues.

Other negotiations just concluded are Cincinnati Opera, Opera Company of Philadelphia, Michigan Opera Theatre, and Pittsburgh Opera. There are many more companies with which we must conclude contracts. A more detailed report of these negotiations will be presented in the next AGMAzine.

Membership (Continued from page 9)

mobasso@aol.com. Below is the current MMRC roster. We each would like to hear from you!

Aaron Ambeau, Raoul Bellis-Squires, Carolyn Berghoff, Cynthia Blum, Donna M. Covert, Karen Grahn (Secretary), Sarah Hersh, Eleni Kallas, Eileen Koyl (Deputy Secretary), Emily Manhart (Chair of ACSS), Eric Mills, Roger Olsien, Louis Perry, James Pierce, Cindy Sadler, Joel Sorensen (Vice-chair), Gregory Stapp (Chair), Barbara Stuckey, Renee Summers, Jeffrey Taylor, Donna Maria Turchi.
AFTRA Contract Summary: 1997 to 2001 AFTRA National Sound

Karen Grahn

Robert Kuehn and I were involved in the negotiations this Spring, but it became obvious that classical singer representation is almost non-existent. If you are a fully-paid-up member of AFTRA, you are strongly encouraged to contact your local AFTRA committee and make your voice heard!

Following please find a summary of the changes to the AFTRA National Code of Practice for Sound Recordings which were negotiated during the months prior to its expiration on June 30, 1997 [final approval subject to shop ratification].

TERM: The new contract is a four (4) year agreement effective on July 1, 1997 and which will expire on June 30, 2001.

RATES: The basic rates increase three percent (3%) on January 1st of each year — January 1, 1998, January 1, 1999, January 1, 2000, and January 1, 2001. In addition, rates (including rehearsal rates) for vocalists on classical recordings will be increased an additional five percent (5%) on January 1, 1999 (for a total of eight percent on that date).

HEALTH AND RETIREMENT: As you may recall, the royalty artist H and R provisions of the Sound Recordings Code were revised substantially during our last negotiation. The major change involved calculation of the companies contribution on the basis of royalties earned rather than payments to the royalty artist. When changing to this higher compensation base, the contribution percentage rate was changed to six percent (6%) in 1996 and seven percent (7%) in 1997.

In this negotiation there were further changes made to refine the royalty artist-provisions negotiated last time. AFTRA projections indicate that contributions from major company signatories to the Code will increase from approximately $6.5 million dollars per year currently to approximately $8.4 million dollars per year in the last year of the contract. The changes include:

- Contribution rate - The contribution rate for royalty artists will increase to eight percent (8%) on January 1, 1999; and one-half percent (0.5%) on January 1, 2000; and nine percent (9%) on January 1, 2001.

- Cap on Contributions - The current cap on contributions is $110,000. The cap will increase to $115,000 on January 1, 1999 and to $120,000 on January 1, 2001.

- Recapture of Initial Payment - The companies are now entitled to "recapture" or credit certain amounts of the initial $900 payment they must make on behalf of newly signed royalty artists. Effective January 1, 1998 the companies lose the right to recapture or credit that payment.

- Deceased Artists - The company now must make payments on behalf of deceased artists up to an aggregate of $100,000 of compensation. The company will no longer be required to make payments on deceased artists after January 1, 1998.

CONTINGENT SCALE: This provision, as you may recall, provides additional scale payments to background artists when recordings reach certain sales levels.

New scale payments of 50% each were added when sales of recordings reach 2,500,000 and 3,000,000. When all levels are added together (they start at sales of 157,000 units), an artist can now receive an additional five hundred and fifty percent (550%) of scale.

The companies also agreed to meet during the life of the agreement to discuss the applicability of the contingent scale provision to new digital distributions of sound recordings.

SIDE LETTERS: The companies agreed to two side letters to the agreement.

Required Information - The companies agreed to discuss how we can cooperate more fully to access existing information or to build a data base of all artists who appear on recordings in order to solve problems associated with the administration of the agreement.

Music Videos - The companies agreed to follow meeting this negotiation to attempt renegotiation of the old music video agreement.

COMPANY PROPOSALS: AFTRA agreed to replace existing provisions in the Sound Recordings Code related to "Purchased Masters" and "Independent Contractors" with provision related to "Ununion Standards", and "Successors" if we can agree on language.

Case Update: Supreme Court Hears Banks vs. Credit Unions

All eyes were on the Supreme Court this past week as the Credit Unions vs. Banks case was the first heard on the docket for the new season. The issue of "standing" captured the judges' interest in particular. They questioned the lawyers representing the American Bankers' Association as to whether or not the banks were legally in a position to sue the credit unions, as it is questionable that the Federal Credit Union Act was written to protect banks. A decision from the high court could come as soon as the end of December or as late as the Summer of 1998.

The Credit Unions vs. Banks case originated when the American Bankers' Association filed suit against credit unions and National Credit Union Administration, their federal regulatory agency. Bankers argued that credit unions have an unfair advantage over commercial banks, and asked the Supreme Court to limit the "fields of membership" that a credit union may serve. Should the Supreme Court decide in the bankers' favor, the membership of the Actors Federal Credit Union could be reduced to only members of Actors' Equity Association. Members of affiliated organizations, including 39 theaters, unions, and arts organizations would no longer qualify for membership at AFCU. There is currently a court-imposed injunction allowing credit unions to enroll new members from all affiliated organizations.

The fight to protect the right of consumers to belong to a credit union is also being fought on the Congressional front. HR 1151, The Credit Union Membership Access Act was introduced in the House of Representatives on March 20, 1997. This bill, if passed, would allow credit unions to continue to enroll members from all affiliated organizations, and would make it possible for other groups to become eligible and enjoy the privileges of credit union membership. Currently, HR 1151 has 125 co-sponsors.

The organizations eligible for membership at Actors Federal Credit Union have been active in their support of HR 1151, and encourage members of organizations eligible to join the credit union to write to their representatives in Congress to urge them to support HR 1151. Please contact Leeann Prestileo at (212) 869-8926, ext. 315 to obtain further information on protecting your right to choose where your financial needs are met.
American Guild
Of
Musical Artists

Changes To The Bylaws and Constitution Bylaws

November 14, 1988
Add as new Bylaw:
In any instance in which a member is performing a dual service—i.e. as a singer or dancer and as an administrative aide to management—that member may be excluded by the members of the company from any meeting of the cast other than a meeting in which a "work stoppage" or approval of contracts may be considered and acted upon. This rule is not intended to include Stage Managers, Directors or their assistants.

January 30, 1989
Add as new Bylaw:
All collective bargaining agreements negotiated with an employer shall not be presented to the Board of Governors for approval or ratification until and unless:
1. It shall be approved and recommended by the negotiating committee concerned;
2. It shall have been presented to the members affected for their consideration and to the Local Executive Committee concerned for its review and action; and
3. Shall have been presented to the office of the National Executive Secretary for review and presentation to the Board of Governors for its action.

May 22, 1989
Add to Article II, Section 7- Election of Officers
The Nominating Committee, upon receipt of nominating petitions and upon completion of its nominations shall forward all of same to the Executive Secretary within 48 hours of receipt, but in any event within the time necessary for receipt by the Executive Secretary no later than March 1st of that year.

February 14, 1989
Amend Article I, Section I – Meetings of the Guild:
Quorum: to provide that in Membership meetings outside the city of New York the quorum shall be set by the Executive Committee of such area but in no event should such quorum be less than 25 members in good standing.

January 21, 1992
Amend Article VII, Section 3 (b) – Partial Initiation Fee:
In the event the initial contractual fee is less than $2,000.00, the Artists may pay the Initiation Fee in installments (partial payments equal to 12 ½% of AGMA contractual gross compensation) over a period not to exceed 36 months.

March 15, 1993
Add as new Bylaw:
Officers of AGMA are entitled to vote at Board meetings.

May 10, 1993
Add as new Bylaw:
Rule #1: Upon the issuance of an order by the Board of Governors, no member of AGMA may work for an employer who has refused to bargain in good faith with AGMA.

June 7, 1993
Add as new Bylaw:
No member of the Board of Governors may be employed by AGMA, and if the situation exists, those employed Board members may serve the remainder of their terms, but in all matters of financial and personnel concerns must excuse themselves. This rule is not intended to affect "casual employment" such as the counting of ballots in an election or where it is deemed beneficial to the union and the democratic process.

July 19, 1993
Amend Article IX: Committees Delete:
Section 1: Standing Committee. The standing committees of the Guild shall be the "Membership," "Membership Classification," "Leniency," "Grievance" and "Welfare" committees.


July 19, 1993
Amend Article IX: Committees, Add:
There shall be established five standing committees and one joint sub-committee. These committees will be entrusted with the general business of the Union as outlined below. Each committee is required to make a report to the National Board of Governors a minimum of six times per year and be encouraged to make other reports as often as needed to keep the membership informed. The chair of each committee is required to designate a liaison to the eleven local areas. That person is responsible for coordinating the communication of the business of the committee. Each committee must maintain minutes of its actions.

I. Budget and Finance Committee
A. Fifteen members, with a minimum of six from outside of New York.
B. Chaired by the Treasurer with a Vice Chair elected by the committee.
C. Duties
1. Make and monitor annual budget in conjunction with appropriate staff.
2. Review Audit Report.
3. Review the revenue, expenditures, and variances from the annual budget of the union.

D. Personnel sub-committee (Joint sub-committee with Administration and Policy Committee)
1. Five Members: Two elected national officers, two members of Administration and Policy, one member of Finance, plus the National Executive Secretary and the President as non-voting, ex-officio members.
2. Duties
a. Review, with the National Executive Secretary, the level, duties, compensations, and performance of the staff.
b. Make recommendations concerning staff.
c. Review unresolved complaints from the staff.

II. Administration and Policy Committee
A. Fifteen members, with a minimum of six from outside New York
B. Chaired by an elected national officer with a vice-chair elected by the committee.
C. Duties
1. Policy determination and recommendations.
2. Review performance of executives and area representatives.
D. Co-sub committee as in I.D.

III. Work Rules and Contracts Committee
A. Eighteen members with three from each of the six member categories. The sub-committees should include
Bylaws (Continued from page 12)

non-board members showing preference to those who have served on negotiating committees.
B. Chaired by an elected national officer with a vice-chair elected by the committee.
C. Sub-committees for specific member categories to be determined. These should include but not be limited to the following: Stage manager, concert chorus, soloists, dancers, stage director, opera chorus.

D. Duties
1. Waivers
2. Grievances
3. Review and make recommendations on proposed contracts
4. Evaluate existing contracts
5. Work rules and health and safety issues
6. Standards

IV. Membership and Member Relations Committee
A. Number of members to be determined with a minimum of two from each area plus delegates and Local Area Committees. The designated liaisons from committees I, II, and III shall be ex-officio members.
B. Chaired by an elected national officer with a Vice-Chair to be elected by the committee.
C. Duties
1. Communication
   a. Editorial control of National AGMA publications
   b. Develop and distribute as AGMA director, including but not limited to Board of Governors and Local Executives
   c. Receive and review reports from Local Area Executive Committees, Company Delegates, and New York executives and staff.
   d. Print and distribute local newsletters.
2. Strategies recruitment
3. Specific needs of non-New York members
4. Member complaints referral
5. Receive and review reports from Local Area Executive Committees

V. Committees on Committees Committee
A. President, Treasurer, and Chairs of Local Executive Committees.
B. Make recommendations for membership on all committees, including temporary and sub-committees.
C. Review and re-staff committees after each election or as necessary after resignations

D. Establishing temporary committees

The Committee on Committees shall be established to recommend the following: The continuation or creation of special committees and initial membership of each committee. Upon completion of this task the Committee on Committees shall bring its recommendations to the Board of Governors for action. It is further recommended that a New York Local Area Executive Committee be established. This committee would function as do all other Local Area Executive Committees, managing the business of the New York local area. Upon the passage of this committee re-structuring proposal, all committees currently established would cease. It would be hoped that the Committee on Committees would immediately re-establish certain committees such as the Awards Committee and the Policy Reform Committee as per the guidelines of this proposal. The continuance of Local area committees will continue unaffected by this proposal.

February 21, 1994
Add as new Bylaw:
Whereas, the use of proxies allows the action of the Board to reflect greater participation of Board members, and by extension the general membership; and
Whereas, the appointment of a proxy and the acceptance of appointment as a proxy imposes great ethical responsibilities on both parties;
Therefore, be it resolved, that the Board of Governors adopt the following regulations for the issuance of proxies:
A. A proxy may be one of two types, a General Proxy covering any vote taken at a specific meeting, or specified. A Specified Proxy is for a predetermined subject, as listed in the proxy form.
B. A proxy’s duration is for a single meeting, as specified in the proxy form. All proxy forms must be physically present at the site of the Board meeting. This includes New York and any local area that is participating by teleconference.
C. The person who is appointed on the proxy form must be present at the meeting. Proxies must be faxed or mailed to New York. The Chair will ask for the names of all held proxies at the beginning of each meeting. A member who must leave a meeting early may execute a proxy form and so advise the Chair by requesting a point of personal privilege.
D. The Constitution provides that there be no proxy for purposes of voting by referendum. A proxy must be given to a member of the Board and a proxy cannot be used to determine a quorum.

June 6, 1994
Delete
The requirement that a nationally elected officer chair Committees 2 (Policy and Administration), 3 (Work Rules and Contracts), and 4 (Membership and Member Relations) be abolished, but that any officer wishing to chair one of these committees be given preference.

December 5, 1994
Article II - Board of Governors,
Section 1: Meetings, page 21
Shall be amended to include:
A minimum of twelve Board of Governors’ meetings shall be held each year at a time and place that the Board prescribes. By rule, all members present at place of origination of the meeting or connected by teleconference shall be considered present at such meetings.

February 21, 1995
Add as new Bylaw:
On and after February 21, 1995, a member, officer, agent, employee, or representative of a competing union which has actively pursued an invasion of AGMA’s traditional and chartered jurisdiction is not eligible to run for or to serve in any AGMA office or to represent AGMA in any capacity as, by way of example and not limitation, Board of Governors member, officer, committee member or chair, delegate, or representative.

August 28, 1995
Amend Article IX: Committees:
The Membership and Member Relations Committee shall be limited to twenty-two members.
A Familiar Story From The Past
Emily Manhart

While doing some renovations on our 1890 house, my fiancé and I discovered a copy of the Minneapolis Tribune for July 16th, 1890. This newspaper was nailed neatly between the clapboards and sheathing as sort of a time capsule for future remodelers such as ourselves. All eight pages of the paper are still quite legible. One item in particular caught my eye because it is an issue that unions still deal with almost every day. One hundred and seven years later, and if anything, the issue is even more complex.

Dateline: New York. It seems that a prima donna of the Broadway Theater (Marion Manola) was having a dispute with the management of the theater.

"She said she would not be photographed in tights. He (the theater manager) said she would. She has been. It was tonight by flash light during the performance of "Castles in the Air," and it was the only part of the entertainment that the audience missed."

The article goes into a long description of the costume that Ms. Manola wears in the second act duet, basically a bodice, cape, and of great importance to the audience and the theater manager, gray silk tights. It seems the actress was tipped off to management's plan to have her photographed during her performance, and that artist went to great lengths, including changing her staging and much creative use of her cape to prevent the photographer from getting his shot. But alas, to no avail.

"There was a flash and a cloud of smoke from the upper box. Miss Manola's long cloak flashed about her figure and she gave a scream and dashed off the stage. The audience was startled for a moment, but quickly understood what had been done. Many hissed, none applauded. De Wolf Hopper (her partner in the duet), left alone on the stage, was embarrassed for a moment, and called after Miss Manola to come back -- that it was all right. He recovered his head in a moment, and avoided a bad break in the performance by laughing and speaking impromptu lines until Miss Manola came back. She was breathless and evidently very much excited, but she went on with her part."

"It is an outrage" she said, after the performance. "I do not believe they got a picture of me, but if they did I shall get an injunction to prevent them from using it. I have said that I would not allow them to parade me in that style in every window on Broadway where my child would have to see me every time we walked along the street, and I mean what I say. They shan't do it if it takes all my salary to keep them from it."

Too bad Miss Manola did not have a Union to demand that there be no unauthorized use of her image!
Farewell, Dear Friend

There are times when a person becomes so strongly connected with so many people. Michael Rubino was such a person, being the familiar “voice of AGMA” on the other end of the phone. On Saturday, November 1, 1997 Michael passed away. Many people knew Michael from his time at AGMA, having served AGMA members from 1978 until his retirement this past spring. With his beret and smile, members were greeted and welcomed first by Michael as they entered the big red door at the AGMA office. Even in retirement he kept focused on the arts and this union, having been elected to the AGMA Board of Governors in the past election.

Born and raised in Queens, NY, Michael joined the Air Force and was a veteran of the Korean War. As a dancer, he worked with San Francisco Ballet and New York City Opera. Up until recently, Michael continued to take dance class and volunteered for Career Transition For Dancers.

Michael was instrumental in organizing AGMA’s participation in the NY Labor Day parades. Singers standing in line for auditions at the Met found Michael a familiar face and voice as he announced each artist. He lobbied for the arts and wrote notes to kids wanting to know about AGMA and a future in the arts. He was a friend. A friend that consoled, guided, and comforted others. A friend whom we will hold dear to our hearts.

Membership FAQ’S
(Frequently Asked Questions)

1. When are Basic Dues due?
Basic Dues are billed twice a year, with an August 1st and February 1st due date. Each member is responsible for paying their dues at time of billing. **You should not wait for a company to deduct your Basic Dues.** Members are responsible for paying them upon receipt of the bill (or the dates above). If you wait, there is a chance of double billings, deductions not being correctly taken, delay in payments by the companies, and other problems caused by failure to pay on time.

2. How do I change my AGMA classification?
AGMA classifications such as Chorister, Soloist, Dancer, Choreographer, Stage Director, and Stage Manager are not automatically changed based on contract information. A member must request, in writing, a change of classification. If you have a question about what your classification is, please call the AGMA Membership Dept. at (212) 265-3687.

3. How do I change my address?
Contact the AGMA Membership Department to report a change in address. Unless otherwise noted by the member, if a new address falls within a different AGMA Area, then that person will be listed in the “new” Area. In the event you are also participating in the AGMA Health and/or Retirement programs, you should also contact them at (212) 765-3684.

4. What is honorable withdrawal?
Members in good standing that do not anticipate performing within AGMA’s jurisdiction during the next full year may request an honorable withdrawal. The member will not receive any mailings, announcements, etc. during this period. The member will also be unable to participate in programs such as TEIGITI. In the event the member returns to work before the end of the period, all dues must be paid back to the date of the request. After one year, a $5.00 reinstatement fee plus current dues must be paid.

*Distinstitute individual in a related profession.
Area News

Washington / Baltimore Area News

Delegate Training Program
A new and improved Delegate Training Program has been developed by the Washington/Baltimore Executive Committee to better serve our members. Specific duties and responsibilities for elected delegates will be covered in addition to contract review and explanation.

Joel Schmidt
Joel Schmidt, NEA Rogers and Hammerstein Grant Recipient for composition, was recently chosen for the prestigious Advanced Composer's Workshop of the BMI Lehman Engel in New York City. Mr. Schmidt was one of ten composers chosen from over 500 applicants. Joel resides in Silver Spring, Maryland, and performs regularly with the Washington Opera. This season he will also be performing with the Metropolitan Opera Chorus in "Lohengrin" and "Die Meistersinger."

The Washington Opera
There are plans to telecast "Pagliacci," the opening production of the Washington Opera's 1997-1998 season. The cast includes Placido Domingo, Veronica Villarroel, Gregory Yurisch, Manuel Lanza, and David Cangelosi.

Alan Nathan, Chorus Master of The Washington Opera, resigned effective this fall. He has held the position since the 1992 production of "Othello." He recently married Molly Fillmore, a singer with The Washington Opera. They left the Washington area in late September to pursue their respective careers abroad. Steven Gathman has been appointed to the position of Chorus Master for this season.

San Francisco Area News

San Francisco Symphony
It was a tough battle, but through negotiations, chorus members of the San Francisco Symphony got a 4-year deal. For all AGMA members there is a guarantee of 24 performances in the initial employment offering. These negotiations started in June and were just approved by the Board on Monday, November 17, 1997.

San Francisco Opera
Negotiations have begun for the San Francisco Opera. This is on behalf of the choristers, dancers, production crew, and soloists.

Constitution and Bylaws (Continued from page 13)

Constitution

CONSTITUTION

Article X: Voting, Nomination and Election
Section 7: Nominations and Elections of Officers, page 14:

E-Mail Search

Pilot Program on e-mail announcements:
If you have an e-mail address and would like it added to our records, please send it to agmanatl@aol.com.

E-mail is now being included in membership information.