NOMINATIONS DUE FOR 1997 NATIONAL OFFICERS AND BOARD

AGMA National Officers and Board of Governors candidates will be nominated or placed on the ballot by petition during February. AGMA members in good standing may now nominate candidates to run in the upcoming elections for the AGMA National Officers and Board of Governors. Since the results of these nominations and subsequent votes affect your fair and democratic representation in this union, you are urged to take this opportunity to be

Continued on page 5

BOARD CHALLENGE BOARD IN DONATION PLEDGE

Going that extra measure, the AGMA National Officers issued a challenge to Board members. With donations from AGMA members at their highest in the ten years since the Relief Fund began fund-raising, this year promises to be a landmark one. The Board of Governors started it all with a bang by initiating this year's campaign with a Holiday Challenge from their officers, who pledged to match the Board's donations on a 4 to 1 basis up to $2,000. The members of the Board rose to meet the challenge, and together brought in nearly $2,200 to date for the Relief Fund.

The Holiday Challenge, which was

Continued on page 16

NEA AMERICAN CANVAS PROJECT - FOCUS ON ARTS AND THE COMMUNITY

Members of the arts, business, religious, and civic communities have gathered in six cities to discuss specific ways their organizations and sectors can work together nationwide to assist communities in ensuring an arts legacy for the future. The primary direction did not deal with the issues surrounding art itself but how to promote even the existence of art programs within a community.

Continued on page 16

S T R I K E!

DANCE THEATRE OF HARLEM

Artists with Dance Theatre of Harlem took a united stand and called for a strike, rejecting a one-year contract that demanded givebacks. By a unanimous vote, the 32 dancers approved the walkout. This followed AGMA's filing of an arbitration in the previous week. The Dance Theatre of Harlem had been rehearsing its 1997 season, scheduled to begin Saturday at the Performing Arts Center in Purchase, N.Y.

Management's proposed new one-year agreement stated major givebacks in the areas of work rules and

Continued on page 9

Get Involved Today!

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INDEPENDENT CONTRACTORS: WHO ARE THEY AND WHY DOES IT MATTER?

[This article is a reprint of an address delivered to the AGMA Board of Governors at its January 13, 1997 meeting and edited for inclusion in this edition of the AGMAzine.]

Many of our members deal with the continuing tensions of being treated for some purposes as employees and for others as independent contractors. This inconsistency causes justifiable anxieties. Our members deserve protections from the problems raised by this ambiguity; although only substantial legislative changes may allay completely these concerns. This report is a brief overview of a portion of that vast body of legislation, case law, and dissertations which deal with the subject.

About twelve years ago, when AGMA was a client of my Houston law firm, I was invited by a former National Executive Secretary to advise AGMA during a session of the Master Agreement negotiations. It was during these negotiations, that contract language was changed from "Employer - Employee" to "Management - Artist." Mine was the only voice raised in protest, predicting problems as a result. Members of the negotiating teams on both sides insisted that the terminology made no difference. One attorney said, "It doesn't matter if you call them 'asparagus.'" It is ironic that this issue is becoming more significant throughout the performing arts during my own tenure.

Why does it matter whether individuals are classified as employees or independent contractors? A few IRS agents have interpreted the Regulations to mean that unions which have a substantial number of members who are classified as independent contractors may be in jeopardy of losing their federal tax exemptions. More serious is the potential loss of exemptions under the Clayton and Norris-LaGuardia Acts from the antitrust laws. In Houston, I defended AFTRA in federal court against a suit styled L. K. Productions, Inc. v. AFTRA, for treble damages under the antitrust acts in which the key issue was whether or not the entertainers appearing on a television disc jockey show were employees or independent contractors. The judge agreed with my brief, which concluded that sufficient control was exercised over the manner and means by which the entertainers performed (even though they chose their songs, clothing, manner of presentation, and whether to sing or lip synch) to categorize them as employees. The decision shielded AFTRA from a finding that it had violated antitrust statutes and owed treble damages as a consequence.

With respect to the antitrust issues, reassurance may be derived from the 1983 U.S. Supreme Court decision in Home Box Office v. Directors Guild of America. In the HBO case, the High Court observed that while certain factors suggested that free lance directors were independent contractors, when they were engaged by a production company, they worked as employees. Moreover, even if they were independent contractors, the Court found they competed in the job market against employee-directors and therefore were
From the President

Gerald Otte

It is time for the perfect contract! All performers will make a livable wage, be protected by health, unemployment, and disability insurance. They will perform in working conditions that are conducive to their art. So where is this contract?

Far too often the will to make this contact is missing. Whose will? The united will of the artists saying, "I will not perform for this company unless they treat all performers in a professional and humane manner." In order for a contract negotiation to succeed, there must be two things, leverage and dedication. Sometimes we read in the paper of the labor actions taking place at an auto plant, a chemical company, or a newspaper and we think "We are not like them." The fact is, we are a lot like them. We have families to feed, rent to pay, and a future to face. We too are proud of our work and we feel we should be properly compensated. Our difference is that we do not, as a union body, say enough is enough.

Perhaps we have "contract envy" with out sister unions. AF of M is recognized as continually making unprecedented contract gains. Why? Because they will go on strike, all of them within a shop! They hold management responsible and force the issues to a conclusion. To some, that means a quick road to a work action. They may be labeled as "hotheads", "radicals", and a lot worse things by management, yet they have a high success rate but it does come at a cost. Are AGMA members ready to say enough and, if it is necessary, bring an arbitration or a work action if there are no other solutions besides an unacceptable compromise? Then there are those who talk of Actors Equity, their insurance protections, and their contracts. Yet few ever mention that there is not the battle over Independent Contractors vs. Employees because performers are considered employees, period! That is a critical point in gaining health insurance for their performing members. The rehearsal and performance schedule is based on weekly contracts, not the mix of weekly and per performance contracts experienced by AGMA. Equity will also not hesitate to bring a work action against an employer or action against a non-complying member.

What we need is involvement! Recently I have become encouraged. Letters, sponsored by leading performers in the field of opera, call for unity against actions of several employers. These actions diminish the hard fought and won protections and benefits of artists. I loudly applaud the commitment and courage of these artists. This is a huge step! What we now must ensure is that all artists, from the novice to the seasoned veteran provide backing to prevent management from using one artist against another. "If you don't want to perform, I know someone who will" and other threats of "destroying a career." will not be tolerated. Our membership must be prepared to go the distance not only for our personal benefit but those of our fellow artists.

You have before you a union with one of the lowest dues and fees in the industry. I am not going to advocate an increase in your dues, but I hope all artists will realize we still must invest in our union. Things are turning around but we are finding more and more resistance from companies as they see members starting to awaken to the unity spirit.

What are some positive developments? AGMA has not backed down in bringing arbitration and resolution to the grievances of members. Yet this does require that the members themselves understand the need to go through the arbitration process, to stand up to a manager or company representative who will call them traitors to the company, scold them as children, and threaten their jobs should they continue to ask for what is due.

In some organizations, the Board of the company includes a place for a representative of the employees, the artists. It is beneficial to both organizations when the membership of AGMA can be represented and have access to the governing body of a company. The artists then share in the goals and aspirations of a company without compromising the protection offered by a union contract.

I offer my own thanks to those members who take a stand for the pro
an exempt labor group, the activities of which were not contrary to law. The Court held personal service corporations as identical to the directors themselves and not indicative of the independent contractor status of the incorporated individuals. Even more dramatic was the Supreme Court's upholding in the 1981 case styled H.A. Artists v. Actors' Equity Association, of the rights of the American Federation of Musicians and Actors Equity Association to license artists' managers, who might otherwise charge exorbitant commissions or approve contract provisions which may be lower than union minimums. Although these managers clearly are independent of the unions' employers, they are regarded as a labor group because of their economic impact on the jobs and wages of the union members. Thus union regulation of and contracting with artists' managers are activities exempt from the harsh penalties of the antitrust laws.

AGMA clearly is a labor union, an overwhelming number of the members of which have employee - employer relationships with respect to their AGMA jobs. What do our members risk if employers are successful in categorizing them as independent contractors? The potential losses are profound: If classified as independent contractors, members may be deprived of union representation, of unemployment compensation, workers' compensation, state disability benefits, FICA employer-made contributions, federal and state wage and hour law protections, Family and Medical Leave Act inclusion, and coverage under federal employment statutes which protect workers from discrimination by reason of race, gender, national origin, age, disability, etc. Nick Lyndon wrote in the New York Local One IATSE journal, "Thus you get a double whammy, more paid in by you and less out at the other end." Our members who feel it is preferable to be classified as independent contractors for purposes of tax write-offs or no deductions from their pay checks should be counseled about the protections and benefits they may be sacrificing.

A 1994 article in The Labor Law Exchange, by Marsha Berzon, entitled "Employer Evasion of Collective Bargaining and Employee Protective Statutes Through Independent Contractor Status," illustrates the control employers (which generally have superior bargaining power) exercise over "... structuring of the employer - worker relationships to support an independent contractor classification..." A further consequence of this practice is to transform union organizing efforts into unlawful secondary activity ..." [at p. 1].

Evolving tests for determining employment status under the labor laws began with common law standards concerning whether a supposed employer controlled details of the manner and means in which a job is to be performed. In Nationwide Mutual Insurance Co. v. Darden, the U.S. Supreme Court, in 1992, applied a list of determining factors, including: the skill required; the source of the instrumentalities and tools; the location of the work; the duration of the relationship between the parties; whether the hiring party has the right to assign additional projects to the hired party; the extent of the hired party's discretion over when and how long to work; the method of payment; the hired party's role in hiring and paying assistants; whether the work is part of the regular business of the hiring party; whether the hiring party is in business; the provision of employee benefits; and the tax treatment of the hired party [ibid., p. 3].

Two cases, both involving locals of the International Brotherhood of Teamsters, were argued before the National Labor Relations Board in October of last year. Both cases involve the rights of the locals to represent drivers whom the companies, Roadway Package System, Inc. and Dial-A-Mattress Operating Corp., contend are independent contractors. The union argued that the companies refused to renew drivers' engagements, forcing the drivers to consent to contracts which characterized them as independent contractors if they wanted to work. A decision is awaited.

A person may be an employee under the National Labor Relations Act, an independent contractor for tax purposes, an employee under state workers' compensation statutes, etc. The IRS has its own tests of whether or not an individual is an employee for tax purposes. Labor unions have regarded the Agency as an ally in their efforts to stem the trend to recategorize employees as independent contractors. Unfortunately, last year's legislation and IRS regulations were inaugurated which may be interpreted as more favorable to management.

What is the significance of this information to AGMA and its members? Some employers have treated some AGMA members as independent contractors with excuses that the terminology ("asparagus") is inconsequential. Accounting systems and financial practices have become entrenched. The picture is not entirely bleak. In New York State, the Department of Labor in construing state unemployment statutes, applies standards liberally to reach a conclusion that most medical professionals may be employees of hospitals, even though they make independent decisions, have separate practices, etc. In Minnesota, companies must sustain a heavy burden to disprove the presumption of employee status. Nationwide, a union of health care professionals is contending that members are so dependent upon insurance companies that a virtual employment relationship exists.

What can we do about the problem? Education of our members about the substantial advantages of being classified as employees and the profound disadvantages of being treated as independent contractors is of para-
Annual Headcount/Census of members in good standing* and allocation of seats on National Board of Governors as of December 31, 1996

<table>
<thead>
<tr>
<th>AGMA Geographic Areas</th>
<th>Professional Category</th>
<th>Total Member Counts</th>
<th>Total Seat Counts</th>
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<td>Dancers Members</td>
<td>Solo Singers Members</td>
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<td>Seats 14</td>
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<td>9. New England</td>
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<td>10. Texas</td>
<td>60</td>
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<td>29</td>
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<tr>
<td>11. Northwest</td>
<td>99</td>
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<td></td>
<td>2012</td>
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<td>Total Board Seats</td>
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<tr>
<td>Total Members*</td>
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Note: Instrumentalists not included in this chart. There were no instrumentalists with Active Status
* Only members paid up through current period and current on working dues are allowed to be counted in the headcount

Board Nominations (Continued from page 1)

counted.
Nomination petitions are included in this issue for Board positions and for National Officers.
A petition requires at least ten signatures of other AGMA members in good standing and must be returned to the National Office by March 1, 1997. All candidates must be in good standing and be willing to accept the nomination.
Remember, only members in good standing may participate in this process. In order to qualify, you must be fully paid in both basic and working dues. Should you have any questions regarding your standing, please contact the AGMA Membership Department.
Each area may form a Nominating Committee per the AGMA Constitution to submit names for Board nomination, providing the potential candidate has accepted the nomination. This committee is created at the last area meeting prior to the March 1st submission deadline.

Names are placed in nomination for a position as a National Officer by either the National Officer Nomination Committee or submission by petition.
Board members are required to attend a minimum of six Board meetings per year either at the National Office or at teleconference locations across the nation. Board members are also encouraged to take an active role on one of the national committees.

National Officer Nomination Committee:

Lee Bellaver
Jonathan Curtisinger
Frank M. DellaPolla
Eileen Koyl
Robert Kuehn
Peter Mohawk
Wilson Nichols, Jr.
Colby Roberts
George M. Scott, Jr.

1997 Term Expirations
AGMA National Officers

Gerald Otte
President

Michael J. Byars
First Vice President

Pamela Smith
Second Vice President

Eugene Lawrence
Third Vice President

John W. Coleman
Fourth Vice President

Sandra Darling
Fifth Vice President

William Cason
Treasurer

Constance Webber
Secretary
1997 EXPIRING BOARD OF GOVERNORS’ TERMS

Those Board Members whose terms are expiring are listed followed by remaining Board Members and a notation of Entitlements / Remaining Board Members / Number of Open Positions.

**AREA 1**
NEW YORK AREA

**Six Solo Singers:**
Russell Christopher, William Fleck, William G. Ledbetter, John M. Russell, Joseph Sopher, Luigi Vellucci, Don Yule


30/20/10

**No Stage Directors/Managers**

Remaining In Office: Laura E. Alley, Bruce Donnell, Paul L. King, Mike Phillips

4/4/0

**Eleven Choristers:**
Lee Bellaver, Suzanne Der Derian, Beno Foster, Jonathan Guss, Elinor Harper, Lorraine Keane, Linda Mays, Mary Meyers, Alan L. Sokoloff, Kenneth W. Young

Remaining In Office: James Bingham, Harris Davis, Kenneth Dovel, Karen Grahn, Harriet Greene, Nancy Kendall, Robert M. Kuehn, Roger Ohlsen, Marilyn G. Pelletier, Joan F. Peterson, Deborah Saverance, Deborah Williams, Carole Wright

23/13/10

**Six Dancers:**
Frank M. Dellapolla, Stephanie Godino, Candace Itow, Terry Lacy, Paul R. Sackett, Brandon Skolnik

Remaining In Office: Mary Beth Budd, Vince

**AREA 2**
SOUTHERN CALIFORNIA AREA

**One Solo Singer:**
Mr. Paul Hinshaw

Remaining In Office: Anne Marie Biggs, Helen McComas, Beverly Robinson

4/3/1

**No Stage Directors/Managers**

Remaining In Office: Peggy Stenger

1/1/0

**Four Choristers:**
Andrew Black, Scott Blois, Sally Etcheto, Kenneth Knight, Burman S. Timberlake


12/7/5

**No Dancers**

Remaining In Office: Lola Montes

1/1/0

**AREA 3**
CHICAGO AREA

**One Solo Singer:**
Thomas J. Sillitti

Remaining In Office: Emily F. Manhart, James Odom, Arnold M. Voketaitis

6/3/3

**No Stage Directors/Managers**

Remaining In Office: Christopher Nicholson

1/1/0

**Four Choristers:**
Catherine Vartanian-Duke, Michael Cook, Richard A. Livingston, Bryan Miler

Remaining In Office: Carolyn Berghoff, Kenneth Donovan, Martha Edwards, Bette Mc Gee, Theresa M. Ozers, Thomas L. Potter, Robert J. Prindle, Lorene Richardson, Roberta Saper, Jeffrey Taylor

15/10/5

**One Dancer:**
Sara Stewart

Remaining In Office: Mario De La Nuez, Kathryn Harmon, Richard Knapp

4/3/1

**AREA 4**
SAN FRANCISCO AREA

**No Solo Singers**

Remaining In Office: Gregory Stapp

2/1/1

**No Stage Directors/Managers**

Remaining In Office: Sandra Sachwitz Benhard

1/1/0

**Four Choristers:**
John Beauchamp, Kenneth Rafanan, Claudia Siefer, Donna Maria Turchi

Remaining In Office: Katherine Mc Kee, Colby Roberts

5/2/3

Continued on page 7
Nominations (Continued from page 6)

**One Dancer:**
Evelyn D. Cisneros

Remaining In Office: Nora Heiber
3/1/2

**AREA 5**
**NEW ORLEANS AREA**

No Solo Singers
Remaining In Office: Karen Kalin
1/1/0

No Choristers
Remaining In Office: Dorian Gray Alexander
1/1/0

**AREA 6**
**PHILADELPHIA AREA**

No Solo Singers
Remaining In Office: NONE
2/0/2

One Chorister: M. Judith Russo
Remaining In Office: Ennio Brugnolo, Shellie Camp
4/2/2

No Dancers
Remaining In Office: NONE
1/0/1

**AREA 7**
**WASHINGTON / BALTIMORE**

No Solo Singers
Remaining In Office: Michael Consoli, Joan Morton, Amy Philadelphia, Stephen Stokes, Margaret Stricklelt
5/5/0

No Stage Directors/Managers
Remaining In Office: NONE
1/0/1

Three Choristers: Thomas Cowan, Wilson Nichols, Jr., James Pierce
Remaining In Office: James Hampton, Nancy Kelso, Paul Klingenber, Charlene Marchant, Teresa Reid
9/5/4

One Dancer: Barbara Stuckey
Remaining In Office: NONE
2/0/2

**AREA 8**
**PITTSBURGH AREA**

No Choristers
Remaining In Office: Erma Thurston
2/1/1

One Dancer:
Remaining In Office: NONE
1/0/1

**AREA 9**
**NEW ENGLAND AREA**

No Solo Singers
Remaining In Office: Mark Aliapoulos
2/1/1

No Choristers
Remaining In Office: Geraldine Barretto, Timothy Lanagan
2/2/0

One Dancer:
Remaining In Office: Roger Cunningham
1/0/1

**AREA 10**
**TEXAS AREA**

No Solo Singers
Remaining In Office: Audrey Vaillance
1/1/0

No Choristers
Remaining In Office: George Eison, Robert Sheets
2/2/0

No Dancers
Remaining In Office: J. Kristopher Payne, James Nelson
2/2/0

Continued on page 8

**Union Privilege & The Flower Club**
provide new flower program

- The Flower Club. Call toll free 24 hours a day: 1-800-800-SEND(7363)
- Member Discount: 15% discount per order with a minimum order of $29.99
- Service and Transmission fee of $8.95 per order
- Members must say they are calling for the "Union Member Flower Program" in order to get the discount
- Payment by major credit cards
- Eligibility: Union members, immediate family and family household members
Nominations (Continued from page 7)

AREA 11 NORTHWEST AREA

No Solo Singers

Remaining In Office: Shirley Harned
1/1/0

One Chorister:
Raoul Bellis-Squires

Remaining In Office: Susan Dorn, George
Scott, Robert Wickstrom
4/3/1

No Dancers

Remaining In Office: Ariana Lallone,
Charles Newton
1/2/0

Gilmore (Continued from page 4)

mount importance.

Let us encourage more of our historically apolitical membership to become involved in lobbying, campaigning, and letter-writing. Let us register and vote. Let us become activists in reorganizing our union and re-educating our membership. We cannot provide an instant panacea, but through solidarity, vigilance, and commitment we can achieve remarkable victories. AGMA is a labor union. AGMA represents artists, and employees, not green vegetables.

BETTER MOVES®

As a reminder, we have included among your privileges as an AGMA member eligibility to participate in the Better Moves® program. As you will recall from previous mention in the AGMAzine, this program is of great benefit to anyone in the process of buying or selling a home. The toll free number to inquire about further information for the Better Moves® program is 1-800-213-9130.

CHANGES IN CREDIT UNION RULES AFFECT ACTORS CREDIT UNION AND AGMA

All AGMA members not currently in the Actors Federal Credit Union will not be able to presently join. If you are already a member, you will still maintain your status in the Credit Union.

Originally, rules governing the use of Federal Credit Unions by other groups (such as the AFCU and AGMA) were based on the distance of an office from the credit union plus an approval process of the credit union directors and a government agency.

On October 25, a Washington D.C. federal court ruled all federal credit unions that serve more than one association group no longer take in new members other than their “core” group. The Actors Federal Credit Union is one of those affected by this ruling. Members not already credit union members can no longer join the credit union.

The driving force behind this ruling is the nation’s banking industry. Bankers have filed a number of lawsuits claiming that credit unions have an unfair advantage in allowing consumers to join. For the most part, these have failed. But in one case they have been successful and have managed to convince a federal court to prevent the growth of credit unions. The bankers fears are unfounded though, seeing that banks have enjoyed record profits for the last four years, each year surpassing the previous record.

In essence the nation’s banks have limited a consumer’s choice in financial institutions. If you are not a credit union member as of October 25, 1996, you can no longer join one.

AGMA has over the past year investigated a relationship with a second performing arts credit union. At that time the limitations dealt primarily with the distance from the credit union and an AGMA office within the immediate area. This credit union affiliation would have provided additional benefits for AGMA members on the West Coast yet would not compete with the Actors Credit Union. This ruling prohibits any further discussion or development in this endeavor.

However, you should know the nation’s credit unions are joining together to overturn this ruling. They are prepared to take their case to the highest level (the Supreme Court, if necessary), to restore your right to credit union services; credit at fair prices, and a safe place to save your money. But they need your help.

The best thing you can do is write to your member of Congress or U.S. Senator. You can write them at the U.S. Senate or the U.S. House of Representatives, Washington, D.C. (20510 or 20515, respectively). Explain that you have been denied credit union membership and you should have the right to choose your financial institution.

If you are currently a member, be assured that your credit union is in no financial distress. They maintain the same practices and policies that have kept your money safe. Hopefully, together we can overturn this ruling soon so we can win back our right to choose our financial institution.

Call the hotline for news, auditions, services available, union business, fellowships, competitions, and career assistance. AGMA shares a Hotline with SAG and AFTRA in San Francisco, at (415) 433-6266, it is available seven days a week, 24 hours a day, and is updated regularly.
DANCE AT A GLANCE
Alexander Dubé and Dorothy Kochiras

NEW YORK CITY BALLET
On December 22, 1996, the Artists of the New York City Ballet voted unanimously 58-0 to ratify a 3-year Basic Agreement. Major improvements in this contract include: increases in the pension contribution; a minimum of 38 weeks of guaranteed employment will be maintained; any rehearsal on a Sunday will be paid for at 2 1/2 times the overtime rate and the overtime and free day rates will increase; the number of apprentices will be reduced from 12 to 10; all rehearsal hours for the apprentices will be paid for; health coverage will be provided for apprentices who do not have coverage under their parent’s health plan. Per diems for Saratoga will be $125 in 96/7, $130 in 97/8 and $135 in 98/9; and for the USA and Canada $140 in 96/7, $145 in 97/8, and $150 in 98/9.

The wage package in the first year of this 3-year agreement is as follows:

96/7
Level A (1st year) 780
Level B (2nd year) 940
Level C (3rd year) 1115
Level D (4th year) 1290
Soloist 1510
Principal (rehearsal) 1400

The same % increase also pertains to the Stage Manager and Assistant Manager. At press time, various

In a united stand, artists with Dance Theatre of Harlem meet over the contract concerns. Dance Theater of Harlem has been on strike since January 21, 1997.

DTH Strike (Continued from page 1)

conditions in order to give the company much needed "flexibility" during rehearsal and performance weeks.

In a statement issued to the press, the Artists of DTH stated that "Management's proposal not only diminished the work rules and conditions, but also the stature of the Artists at DTH that has been achieved over the years. Such eroded terms and conditions as proposed by management would jeopardize and threaten the health and well-being of the Artists. This is not simply a question of economics. Our goal is to preserve the integrity of the vision upon which Dance Theatre of Harlem was founded."

The earlier request for arbitration was approved by the AGMA Board of Governors, with a two count filing against Dance Theatre of Harlem (DTH) for violations during the current period ending January 21, 1997.

Continued on page 11
**PETITION**

For Nominations For Members of the AGMA Board of Governors

We, the undersigned members of AGMA, in good standing, hereby nominate

_________________________ as a ____________________________

(Name of Member) (Solo Singer, Stage Director/Stage Manager, Chorister or Dancer)

member of the AGMA Board of Governors from the __________________________ area.

<table>
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<tr>
<th>Print Name</th>
<th>Signature</th>
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10 signatures of members in good standing are required. Both signatories and nominees must be residents of the above area or in accordance to the Constitution.

**THIS PETITION MUST BE FILED WITH THE NATIONAL OFFICE IN NEW YORK BY MARCH 1, 1997**

I, ____________________________, agree to run for election to the AGMA Board of Governors.

_________________________
Signature of Nominee

Additional signatures are advised in the event that one or more may be invalid due to late payment of dues, inactive status or some other irregularity.
A Banner Year for AGMA Relief Fund’s 1996 Annual Drive
Floran Yagoda and Valerie Guilfoyle

With the increased costs of medical care, a slow economy and decreased funding for the arts, the Relief Fund is working harder than ever to raise money for emergency assistance to AGMA members. It is thus perfect timing that never before has the membership of AGMA responded to the AGMA Relief Fund’s call for support with such enthusiasm as this year. The record-breaking 1996 annual campaign, comprising donations by the AGMA membership, the Board of Governors and the Relief Fund’s Advisory Board, has brought in contributions and pledges totaling nearly $24,000 from over 350 donors. (The average for previous campaigns was $15,500 from 175 donors!) The members of AGMA clearly demonstrated that they care about their colleagues, and realize that the AGMA membership needs to do all it can to support the organization that exists solely to support them.

Just as the membership came together to show their support for the Relief Fund, so did Broadway Cares/Equity Fights AIDS and the Walter Scott Foundation, which renewed their annual grants. And dedicated AGMA members are contributing in other ways. In cities coast to coast, members have already begun to plan for 1997 fund-raisers. During their recent contract negotiations, the AGMA membership and the New Orleans Opera Association agreed the money previously used for local membership assistance would now be directed to the Relief Fund. We look forward to an exciting and rewarding year of AGMA members doing their best to help their fellow artists.

All of the money raised from the AGMA membership goes to assisting members in need with payments for rent, utilities and medical bills. The Relief Fund assists artists through the programs of immediate response to emergency needs, short- and long-term medical care, assistance for performers with AIDS, and assistance for elderly and disabled artists. Last year, artists assisted by the Relief Fund represented singers and dancers from every AGMA region.

The following are several examples of those assisted in 1996, which represent the variety of cases that the Relief Fund sees each year.

Susan* took a bad fall on the way home after a rehearsal, resulting in a serious knee injury. After extensive tests, her doctors determined that although she would not need an operation, she would need physical therapy. After several months of therapy her savings were depleted and Susan called the Relief Fund for help. The Relief Fund assisted with emergency resources, as well as a payments toward her physical therapy costs. She has since resumed her dancing career.

When he called the Relief Fund for assistance, Jimmy* was desperate. When an immediate family member became ill and passed away, his savings were depleted. He knew that if he could only survive through the next month, a very crucial time, he would be all right as he had future opera contracts in place. The Relief Fund assisted with money for rent and utilities to get him through the next month.

Steven*, a singer, suffered a stroke many years ago. Although the stroke left him physically and mentally impaired, he had been able to live on his own. Then a second stroke necessitated extensive physical therapy and an indefinite stay in a rehabilitative hospital. Under the program for elderly and/or disabled artists, the Relief Fund made payments for six months of therapy costs.

After many years singing with a major opera company, Ray* became ill and needed open-heart surgery. His doctor informed him that he would need to take 2-3 months off from work to recover. With meager savings, and income only when he is working, Ray needed money to help him get through the recovery period. The Relief Fund helped with payments of rent, utility bills and food for the two months after the operation.

Pete*, a ballet dancer with a major company, was diagnosed HIV positive in 1988. He has been able to work since then, but a recent diagnosis of AIDS showing a very low T-cell count has limited his work hours. He came to the Relief Fund for help with medical insurance premium payments. Under the program for performers with AIDS, the Relief Fund was able to assist him with several months of premiums.

*Names changed to protect the identities of the artists.

It’s never too late to send in your annual contribution to the Relief Fund! Send checks to the AGMA Relief Fund, 1727 Broadway, New York, NY 10019, or call Valerie Guilfoyle at (212) 265-3857 for more information.

DTH Strike (Continued from page 9)

The first count in the filing addresses the violation of the maximum number of apprentices management has the right to hire. The contract calls for a maximum of six (6), and management currently has a total of eight (8). This matter was brought to management’s attention several weeks ago and they have not yet corrected the situation. The second count addresses management’s breach of the make-up of the bargaining unit. They have unilaterally created a new category of dancers called “Floaters” and management’s position is that they are not part of AGMA’s bargaining unit.

In the event any AGMA member is desirous to help or assist the artists in any manner, please contact the AGMA National Headquarters and your call will be directed to the appropriate parties. We all wish our fellow brothers and sisters well and can only trust that the management of the DTH will return to the bargaining table with a fair counter-proposal for the Artists of DTH to consider and ratify so that all parties can return to producing exciting dance for the public.

The Dance Theatre of Harlem is also scheduled to perform at Detroit, Michigan, Washington DC at the Kennedy Center, Brezden Festival in Austria, Houston, Texas, Paris, France, Granada, Spain, the Spoleto Festival n Italy, and Milan, Italy.
PETITION
Nomination For National Officer Of AGMA

We, the undersigned members of AGMA, in good standing, hereby nominate

______________________________
(Name of Member Nominated)

as _______________________
(Office)

of the American Guild of Musical Artists.

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10 signatures of members in good standing are required.

THIS PETITION MUST BE FILED WITH THE NATIONAL OFFICE IN NEW YORK BY MARCH 1, 1997

I, ________________________________, agree to run for the above office of AGMA.

Please Print

______________________________
Signature of Nominee

Additional signatures are advised in the event that one or more may be invalid due to late payment of dues, inactive status or some other irregularity.
WE MISS YOU!

The following list includes members who have had mail returned to AGMA. If you know where these members are, please contact the AGMA Membership Department. During an average national mailing, AGMA may have as many as 250-400 changes of address or "no longer at this address" that have not been submitted to the Membership Department.

If you move, please be sure to notify AGMA's Membership Department. If you participate in an AGMA Retirement or Health Plan, you are reminded to contact that office* in addition to the AGMA National Office.

*AGMA Retirement and Health/ 1841 Broadway, Suite 507/ New York, NY / 10023 (212) 765-3664.

Help us to stay in touch.

Abbott, Loretta New York NY
Abou, Jouey J Long Beach CA
Aakman, Natasha Newton MA
Akin, Shawna L Rankin PA
Aldridge, Amy M Philadelphia PA
Allan, Santa New York NY
Allford, Melissa Silver Spring MD
Anastasio, Diane S Falls Village CT
Andersen, Jamey G Cincinnati OH
Andersson, Donna Flippin AR
Anneberg, Steven Pittsburgh PA
Arnold, Martha Forest Hills NY
Barr, Frank M New York NY
Bauer, Dorothy S Glen Ellyn IL
Beasley, Hall C Astoria OR
Berson, Noji O Jackson MS
Bidlerman, Tracy New York NY
Bjornson, Katherine A Orangevale CA
Blakelock, John Curtis Arlington VA
Boulanger, John A Covington KY
Braden, Elizabeth C Coconut Grove FL
Bradley, Gwendolyn Berlin CA
Braswell, Donald New York NY
Britton, Alex A Laguna Beach CA
Brown, Debra Houston TX
Brunner, Richard L
Bustad, Marilyn Wayne NJ
Buccionello, Kathy New York NY
Buchanan, Alison Philadelphia PA
Burt, Daniel Homeville ID
Budler, Marian Houston TX
Calabro, Karina New York NY
Calvert, Stacy R New York City NY
Capobianco, Tito Pittsburgh PA
Capri, Kristi D Chicago IL
Capps, Stuart New York NY
Caudle, Ann F Hailey ID
Chapman, Maria Seattle WA
Chase, David Los Angeles CA
Chells, Matthew W New York NY
Childs, Andrew Seattle WA
Cleveland, John Young Houston TX
Coburn, Pamela Maitland FL
Compton, Andrea Portland OR
Cook, Deborah Philadelphia PA
Cooley, Jared D San Francisco CA
Corin, Donald Washington DC
Connel, Jim Chicago IL
Cox, Joseph Cincinnati OH
Crow, Magdeline New York NY
Cross, Richard North Haven CT
Curtis, Troy Shawnee KS
De Flores, Evangeline Warren NJ
Del Campo, Eduardo New York NY
Demetras, Diane Los Angeles CA
Di Maio, Sarah Pittsburgh PA
Diaz, Felipe San Francisco CA
Dorr, Donald Coden AL
Drago, Jessica Mylene Atlanta GA
Duesing, Dale Brooklyn WI
Duggins, Amy Brooklyn NY
Egan, Kate New York NY
Engle, Lori B Chicago IL
Eperry, Gary Lee Seattle WA
Favaret, Marilyn Hubertus WI
Faye, Raena Plainview NY
Fellgum, Christopher Scott Chicago IL
Fiedler-Lundberg, Mark New York NY
Flyn, Andre Portland OR
Fox, Julie C Chicago IL
Frazes, Frances F Glenview IL
Freed, Michael Solana Beach CA
French, Lurly Danole Napa CA
Friedman, Daniel A Chicago IL
Froelich, Kathleen Cambridge MA
Fu, Jun Xi Lexington KY
Fuller, Laurel W Milwaukee WI
Gardella, Tori-Anne Davis FL
Geddes, Laurence J Long Island City NY
Gilhool, Holmes Mark Skaneateles NY
Goble, Patti Danbury CT
Golden, Charles Alan Nashville TN
Gomez, Jorge O Chicago IL
Gordon, Frank B Cincinnati OH
Grunewald, Eugene New York NY
Haglund, Jacobia, M. Chicago IL
Haddick, Marcus Skaneateles NY
Halder, Natalia Seattle WA
Haley-Reyes, J. Philadelphia PA
Hayes, William New York City NY
Halloran, Erin K. Pittsburg PA
Hansen, Kurt R Chicago IL
Hansen, Ten New York NY
Harrington, Mark Garden City NY
Harrington, John New York NY
Harrison, Merle Virginia Beach VA
Hartmann, Catherine Jackson Heights NY
Hatzenbuehler, Mireille Houston TX
Hatziou, Markella C Berean NY
Hawks-John, Joanne Chicago IL
Healey, Kate B Cincinnati OH
Heit, Deeanne L Kansas City MO
Higginbottom, Diane New York NY
Hill, Zachary R Columbus OH
Hoffman, Robin C Brooklyn NY
Hoffman, Wendy New York NY
Holt, Gerard W. Washington DC
Holzem, Michael R Waukesha WI
Howell, J. Matthew Chicago IL
Huang, Wengen New York NY
Hunt, Aaron Chicago IL
Hynes, Elizabeth Los Angeles CA
Ichihara, Taro Chiba-ken,pc,272
Inodo, Hisana Philadelphia PA
Inman, Carlie Seattle WA
Irby, Robert J Warriner IL
Jacinto, Adriana Akron OH
Jaffe, Jann Alice New York NY
James, Ruth A. Chicago IL
Jankauskas, Bernadette Washington DC
Kahn, Eliza New York NY
Kaltz, Joseph New York NY
Kalin, Jennifer Watertown WI
Keller, Herbert Watertown WI
Koch, Patricia Chicago IL
Koon, James M. Cincinnati OH
Landers, Calvin Cincinnati OH
Lawrence, Dea Las Vegas NV
Leath, Arthur W. Boston MA
Lemenager, Nancy New York NY
Lesinger, Jay David New York NY
Leslie, Laurie Campbell
Levitt, Marina New York City NY
Lockett, Pierre Brooklyn NY
Lofes, Martin Brooklyn NY
Lorenz, Brad New York NY
Lorenz, Gregory Highstown NJ
Lougee, Darren Philadelphia PA
Lundy, Nancy Allen New York NY
Maguire, Michael New York City NY
Mainz, Yellin Brooklyn NY
Mangham, Curtis D. New Orleans LA
Mariner, Thomas W. Milwaukee WI
Marking, Steven L Salt Lake City UT
Martin, Ronald R. Milwaukee WI
Martinez, R. A. New York City NY
Mc Carico, Claudiaute Buffalo NY
Mc Neil, Caitlin Yorkville IL
Means, Ed C Houston TX
Medley, Teri L Scituate MA
Meixell, Ronald G E. Northport NY
Meneses-Taylor, Daniella Mount Vernon NY
Meyer, Maria M San Francisco CA
Milano, John New York NY
Mobbs, Daniel New York NY
Monnikendam, Michael L Pittsburgh PA
Morris, Charles New York NY
Montissey, Lynne M New York NY
Moosbrucker, Tom Aspen CO
Mueller, Clare P West Orange NJ
Muptop, Gail Mitchell Arlington VA
Mydrikov, Jeppe New York NY
Nadis, Louis M. Seattle WA
Nadis, Lisa K. Chicago IL
Nass, Peggy C Monsey NY
Nordas, Meredith Jackson Heights NY
Norman, Steven San Francisco CA
Noto, Anthony C. Grosse Pointe MI
Nucci, Leo New York NY
Oberle, Madeline Flagstaff AZ
Oberlund, David A. San Francisco CA
Oakes, Charlie New York NY
Oakward, Gordon New York NY
Oomkens, Tom Chicago IL
Pankveich, Anton New York NY
Pannell, Shant W. Milwaukee WI
Patterson, James A. West Bloomfield MI
Pellegrini, Leslie RichardsSan Francisco CA
Perkins, Eric Mount Prospect IL
Pierce, Benjamin F San Francisco CA
Pienkowski, Michael A. Landaff, VT
Pototsky, Brian Cincinnati OH
Poland, Ray Nashville TN
Pozzobon, Silvia San Antonio TX
Proctor, Zalkia New York NY
Puzinaskas, Guoduo Burlington VT
Pyle, Molly Metroplex PA
Quinn, Kristen E. Pittsburgh PA
Rauscher, Richard C New York NY
Reeves, Cecily E. The Bronx NY
Ribeiro, Pollyanna Boston MA
Rice, Claire San Francisco CA
Richmond, Krissey Beaumont TX
Riese, Eugene Harveyville PA
Roberts, Lydia V. New York NY
Robertson, Albertine New York NY
Robinson, Stacey Tifton GA
Rogers, Joan New York NY
Roos, John Chicago IL
Rouse, Cedric F. Flushing NY
Sanchez, Alberto Binghamton NY
Sanek, Craig Pittsburg PA
Sayette, Howard San Rafael CA
Senger, Reuvan Austiqueta Cincinnati OH
Shanley, Eric New York NY
Schramel, Gregory L. Atlanta GA
Scott, Norm Jeanne NY
Selle, Norman Arlington VA
Sharp, John Michael Cincinnati OH
Sherrill, Martha New York NY
Sherrill, Michael New York NY
Shepard, Matthew Smith New York NY
Silver-Bets, Annette D. Saint Louis MO
Skolem, Heid New York NY
Smallwood, Dwanne A. Brooklyn NY
Smith, David G
Smith, Kim Seattle WA
Spencer, Susan Summit NJ
Stabbing, David New York NY
Stallings, David Los Angeles CA
Starr, Kathryin S. Sierra Madre CA
Stine, Dale G. New York NY
Stuart, Thomas New York City NY
Suehr, Matthew D. New York NY
Sullivan, Daniel New York NY
Suiter, Bettina J. New York NY
Tash, Diana Pasadena CA
Taylor, Peter Mt Pleasant SC
Tcherkasovsky, Marianna Dobbs Ferry NY
Trembleau, Adrienne New York NY
Trempealeau, Jean New York NY
Trent, John New York NY
Trentleva, Nina N. New York NY
Thibodeau, Matthew A. New York NY
Timney, Cheryl Sun Prairie WI
Tigner, David L. San Francisco CA
Tite, Susan New York NY
Van Teeple, Laura New York NY
Velasquez, Maria Miramar FL
Vista, Lee New York NY
Voebigt, Eric Brooklyn NY
Volyn, Langdon, Laurie Houston TX
Wagner, Janet New York NY
Walkner, Julie New York NY
Walker, Vivian H. Lafayette LA
Weatherman, Steven W. Plainboro NJ
Webster, Douglas New York City NY
Weese, Miranda New York NY
Wheeler, Melissa E Los Angeles CA
Weinheimer, Della E Los Angeles CA
Wells, E. H. New Smyrna Beach FL
Westfall, Thomas
Wheater, Ashley San Francisco CA
White, John J. San Francisco CA
Widgren, Caroline A
Winfield, John Seattle WA
Womack, Richard New York NY
Wood, Sean W. Sarasota FL
Woolsey, Wysandria
Wortham, Andrew D New York NY
Wroblewski, Patryk J Chicago IL
Yan, Carol New York NY
Yanosh, Yuri Boston MA
Yancey, Deyre New York NY
Yamato, Yura New York NY
AGMA MOVING TOWARD WORLD WIDE WEB

AGMA's membership is scattered around the world. To increase the accessibility of AGMA to its membership, AGMA is moving towards joining the world of the internet.

Many ideas are being discussed, including the creation of AGMA World-Wide-Web and FTP (file transfer protocol) sites, an AGMA BBS (electronic bulletin board service), Internet Newsgroups and Mailing Lists, as well as AGMA forums with the online services. Once firmly established, it is hoped that AGMA's Internet presence will allow email communications and target providing a host of information (job and audition announcements, professional contact lists, meeting notices, etc.) to AGMA members.

Password-secured and encrypted areas will be a requirement available, providing the security and protection required by AGMA members. Links would be provided to other union-oriented and performing arts sites, as well as career-related locations on the Web.

It is also important that AGMA's presence on the Web is available to all AGMA members, without regard to one single internet provider.

Board members Sarah Bryan Miller (Chicago) and Gregory Stapp (San Francisco) have taken an active role in formulating an AGMA presence on the Web. AGMA members are encouraged to forward their comments and proposals for AGMA's evolving Internet plans to the AGMA Board of Governor's Membership and Member Relations Committee (Attn: INTER-NET) at the National Office or by email.

WEINGARTEN RULES

Under the Supreme Court's Weingarten decision, when an investigatory interview by an employer of an employee occurs, the following rules apply:

Rule 1. The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2. After the employee makes the request, the employer must choose from three options. The employer must either:
   a. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
   b. Deny the request and end the interview immediately; or
   c. Give the employee a choice of: (1) having the interview without representation or (2) ending the interview.

Rule 3. If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

UNION MEMBER MORTGAGE AND REAL ESTATE

For Information Call: 1-800-848-6466
AGMA at the Crossroads
Gregory Stapp

Eighteen years ago I joined AGMA in order to accept a role with the Opera Company of Philadelphia. In the intervening years I was frequently irritated by AGMA’s ineffective representation of solo singers, and soon understood why many members perceived it to be neglectful. Now when AGMA faces monumental external challenges as well as internal strife, even in its traditional strongholds among choristers and dancers, I as a solo singer find myself optimistic about AGMA’s future. Let me tell you why.

I personally welcome AGMA’s current unrest as a healthy sign. We have finally awakened and realized that we ourselves are to blame if AGMA isn’t functioning properly. It was our apathy that allowed AGMA to degenerate, our inaction that fostered its financial and business woes and it is now our problem to solve.

AGMA has begun to put its house in order. Financial ruin has been averted and fiscal stability restored. Major staff and policy changes have increased AGMA’s efficiency and effectiveness. But despite the tireless efforts and hard-won victories of its new leadership, too many members still regard AGMA with a jaundiced eye. Yet how can we expect others to respect AGMA if we ourselves view it with disdain?

In the winter of 1996 I received notice of an upcoming AGMA meeting in San Francisco. When I attended the meeting, I was dismayed but not surprised to find myself the only solo singer in the crowded room.

Since being notified of my election in June, I managed to attend all of the remaining board meetings in 1996, either personally or via tele-conference. These meetings, which are open to any AGMA member, can be an object lesson in humility as well as an eye-opening experience. I soon found myself on several board committees and able to participate directly in AGMA’s decision-making process.

At all AGMA gatherings as well as private meetings with AGMA leadership I was impressed by the intelligence, talent and industry of those involved. While benefiting from their valuable information and perspective, I was also able to express my own concerns and aspirations for AGMA: I believe AGMA and its membership should:

* ensure easy communication between AGMA members and become the primary provider of career-related information through newsletters, hot-lines, and the Internet.
* intensify its present efforts to protect its members, guarantee good wages, per diems and benefits.
* lead the effort to create audition halls, rehearsal sites, dance studios, practice rooms and residence halls in major cities.
* organize regional and national gatherings which could host auditions, public concerts to benefit the impoverished Relief Fund, and discussions of important issues in a festive atmosphere.
* institute a massive membership campaign to attract those professionals and recent graduates who are unaware of their current eligibility to join AGMA (and consider offering discounted or postponed initiation fees).

Couldn’t AGMA explore the kind of employee involvement and ownership that is spreading through other industries? Who better to run performing arts companies than the artists themselves? Why aren’t you involved yet?

Gregory Stapp (Soloist) joined AGMA in 1978, and is currently serving on the AGMA Board of Governors and several committees. He has appeared with companies here in the U.S. and Europe.

Personal Perspectives allows members to share experiences and aspirations for AGMA’s future. It does not represent positions by AGMA or the Board of Governors.

IN MEMORIA

Lorenzo Alvary
Dr. K. Anderson
Jules Bastin
Jon Behr*
Charles F. Bressler
Robert Holloway*
Newell Jenkins*
Ardis Kranik*
Philip Miller*
Roberto Ossorio
Anna Pollak*
Lubov Rostova
Stephen M. Shrestinian

*Distinguished individual or distinguished individual in a related profession

Otto (Continued from page 3)

tection of our members. Over the years those ranks have included all levels of performers and stage directors and managers. Even in the past, the only way to obtain a contract was the commitment of a group saying “enough.” Today, in New York, Dance Theatre of Harlem artists have realized that they have to take that extra step. I ask all of our members to support these fine artists of this dance company. Your support helps them, you, and the whole field of performing artists.
**AREA NEWS**

**Chicago**
The Joffrey Ballet of Chicago announced the appointment of Robert Alpaugh as its executive director.

**Houston**
Texas Board Member Audrey Vallance is the proud mother of a baby girl named Lindsay Michelle Goodsr Vallance. Congratulations.

**New York**
The Texaco-Metropolitan Opera broadcasts will be heard in Australia, New Zealand and Hong Kong starting this spring.

**NEA (Continued from page 1)**
There are calls for the inclusiveness of art, the acknowledgement of the value of art to society, and to ensure an arts legacy for the future.

Each location centered around a specific issue. Following are the respective topics.
- How can the arts promote civic responsibility and good citizenship?
- How can the arts build and maintain the viability of a community’s social infrastructure?
- How can the arts support education, children, families and communities?

**Board Challenge (Continued from page 1)**

conceived of and run by AGMA Vice-President Michael Byars, was a wonderful way to start the membership solicitation campaign. Due to this year’s great success, plans are in the works for a challenge from the Board to the membership of each AGMA region.

The Board of Governors demonstrated how important it is to them to have the Relief Fund, and they hope that every member will give whatever amount he or she can—even just $10—each year, to keep the Relief Fund alive. The money raised by the Board, as well as all of the funds donated by AGMA members, will go to assist AGMA members in need.


The Relief Fund thanks the Board of Governors for their support, and hopes that this act of generosity will be a reminder to all of the AGMA members that the Relief Fund is there for the members of AGMA, every day.