Institute of Industrial Relations
University of California
Berkeley

Collective Bargaining in the Motion Picture Industry

Hugh Lovell
Tasile Carter

WEST COAST COLLECTIVE BARGAINING SYSTEMS

In addition to the initial study of the motion picture industry, the *Series* will include the following titles:

Industrial Relations in the Construction Industry: The Northern California Experience by Gordon W. Bertram and Sherman J. Maisel

Labor Relations in Agriculture by Varden Fuller

Collective Bargaining in the Nonferrous Metals Industry by Vernon H. Jensen

Non-Factory Unionism and Labor Relations by Van Dusen Kennedy

Collective Bargaining in the Pacific Northwest Lumber Industry by Margaret S. Glock

Industrial Relations in the Pacific Coast Longshore Industry by Betty V. H. Schneider and Abraham Siegel

Industrial Relations in the California Aircraft Industry by Arthur P. Allen

The Teamsters Union on the West Coast by J. B. Gillingham

Labor Relations in the Hawaiian Sugar Industry by Curtis Aller

Single issues of the *Series* are available at 50 cents. The complete *Series* of ten numbers may be ordered for $4.00. Ten or more copies of a single issue are priced at 40 cents per copy. Orders should be sent to the Institute of Industrial Relations, 201 California Hall, University of California, Berkeley 4, California.

WEST COAST COLLECTIVE BARGAINING SYSTEMS

Edited by

Clark Kerr and Curtis Aller

Institute of Industrial Relations
University of California, Berkeley

Collective Bargaining

IN THE

Motion Picture Industry:

A STRUGGLE FOR STABILITY

[by]

HUGH LOVELL and TASILE CARTER

INSTITUTE OF INDUSTRIAL RELATIONS
UNIVERSITY OF CALIFORNIA, BERKELEY
ARTHUR M. ROSS, DIRECTOR

[1955]

PRINTED IN THE UNITED STATES OF AMERICA

FOREWORD

With the present publication the Institute of Industrial Relations is commencing a series of short monographs on collective bargaining on the Pacific Coast.

This region provides a splendid locale for such a group of studies. It has been familiar with unionism, collective agreements, and industrial conflicts for more than a century. Not only are workers more highly organized than in most other regions, but employer associations are unique, both quantitatively and in the extent of their activities. In some areas, particularly the San Francisco Bay area, central labor bodies are unusually influential in the conduct of collective bargaining. And as Clark Kerr and Curtis Aller point out in their preface, the West Coast presents a fascinating diversity of industrial and social environments which have placed their stamp on labor-management relations. For these reasons collective bargaining on the West Coast has deservedly attracted national and international interest among practitioners and students.

The editors of the series have had a wide and varied experience in analyzing industrial relations problems on the Pacific Coast and elsewhere. Clark Kerr was Director of the Institute at the time the original plans for the series were formulated. He is now Chancellor of the University of California at Berkeley, as well as a member of the Institute staff. Curtis Aller is also a member of the Institute staff and Lecturer in the School of Business Administration on the Berkeley Campus.

Subsequent monographs in this series will analyze collective bargaining in construction, lumber, non-ferrous metals, longshoring and several other significant industries. The authors are drawn

principally from the staff of the University of California and other Pacific Coast Universities. Professor Hugh Lovell and Miss Tasile Carter were associated with the Southern (UCLA) Division of the Institute of Industrial Relations while they prepared the present monograph. We are grateful to the Southern Division of the Institute for making possible their participation in the West Coast series. Mr. Lovell is now Assistant Professor of Economics at the Portland State Extension Center of the Oregon State System of Higher Education, while Miss Carter is employed in the Economics Department of General Petroleum Corporation.

We should also like to express our appreciation to Paul Bullock, of the staff of the Southern Division of the Institute, for his assistance in bringing material in the original manuscript up to date.

ARTHUR M. ROSS
Director

PREFACE

The West Coast has a rich and remarkably varied history of collective bargaining despite its youth as a region of economic importance. Its Embarcadero in San Francisco, its streets of Seattle, its logging camps in the Northwest, its motion picture lots in the Los Angeles area, its fisheries in Alaska, its hard rock mines on either side of the Continental Divide, among other locales, have witnessed the development of unique and consequential systems of labor-management relations.

The present study of the motion picture industry represents the first in a series of reports to be published on individual West Coast bargaining situations. Each report will be concerned with a single distinct system, whether it covers an industry, a portion of an industry, a union, or a group of unions. None of the studies purports to be an exhaustive analysis of the total collective bargaining experience of the system under survey. Rather, it is the intention to investigate one or a few central themes in each bargaining relationship—themes which relate to the essence of that relationship. The series will thus constitute a many-sided treatment of collective bargaining, illustrating both its diversity and its complexity.

This account of collective bargaining in the motion picture industry, as the title suggests, is concerned with the problem of achieving stability in an environment noted for its instability and heterogeneity. The industry employs a highly specialized and casual labor force, represented by 39 unions. A wide variety of professional talents, artistic skills, and manual crafts is represented in these unions. In such an environment, it is scarcely surprising that disputes over the definition of job territory have been a com-

mon occurrence. Furthermore, the industry has experienced rapid technological and economic change, is highly speculative and is particularly vulnerable to minor stoppages, which have "an almost catastrophic effect" on costs.

In spite of these difficulties, a remarkable degree of stability has been achieved in the bargaining relationship—stability which has endured now for a number of years and has even withstood the complications introduced by the rise in the importance of television. Probably the most interesting aspect of the authors' story is their account of the gradual evolution of harmonious relationships between the guilds, unions, and employers. In this industry, at least, the authors conclude, the institution of free collective bargaining has demonstrated one of its virtues to be "the ability to adjust to unique situations."

This report has been reviewed by employer, union, and public representatives who have special familiarity with collective bargaining in the industry. Among those to whom special thanks are due are: Charles Boren, Motion Picture Producers Association; Roy M. Brewer, formerly International Representative, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, A. F. of L.; Ted Ellsworth, Administrator, Motion Picture Health and Welfare Fund; E. T. Buck Harris, Director of Public Relations, the Screen Actors Guild; and Gordon Stulberg, of Pacht, Tannenbaum, and Ross. Their willingness to study the manuscript, their careful attention to detail, and their tolerant acceptance of differences in appraisal put us deeply in their debt. The interpretations of the facts and the judgments expressed are, of course, solely the responsibility of the authors.

CLARK KERR
CURTIS ALLER
Editors

CONTENTS

Introduction 1

The Motion Picture Industry 6

Technology 12

The "Back-Lot" Crafts 14

- Jurisdictional Struggles 14
- The IA Contracts 26
- The Costumers—an IA Local 30

The Talent Guilds 32

- The Development of the Guilds 34
- Screen Writers Guild 38
- Screen Actors Guild 44

Future Problems—Television 49

Conclusions 52

INTRODUCTION

At the present time no less than thirty-nine unions have collective bargaining agreements with the Hollywood motion-picture studios. Included in this total are the talent guilds, of which the Screen Actors Guild, the Screen Writers Guild, the Screen Directors Guild and the Screen Extras Guild are most important; and twenty-seven locals of production workers, seventeen of them affiliated with the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (AFL). A list of these guilds and unions is shown in Table 1. They bargain, for the most part, with four employer groups: The Association of Motion Picture Producers, the Society of Independent Motion Picture Producers, the Independent Motion Picture Producers Association, and the Alliance of Television Film Producers.

This is a tremendous cast for an industry that employs roughly 12,000 production workers, is dominated by five companies, and is centered in one metropolitan area. However, the number of unions today is smaller, and the complex system of interunion and producer-union relationships more stable, than at any time in the last fifteen or twenty years. Our purpose here is to explain how that system developed, why stability was so difficult to achieve, how the present bargaining structure operates, and what new problems it will have to meet in the future.

Collective bargaining practices in motion picture production naturally reflect the special characteristics of the motion picture industry. Craft unionism has been encouraged by important differences between occupational groups. Guild members, other than extras, tend to have a direct interest in the artistic and financial success of the film to which they contribute, because their future

TABLE 1

STUDIO GUILDS AND UNIONS

September, 1954

Talent Guilds[a]	
Guild	*Affiliation*
Screen Actors	AAAA–AFL[b]
Screen Extras	AAAA–AFL
Screen Writers	Authors League
Screen Producers	Independent
Screen Directors	Independent
Publicists	Independent
Unit Production Mgrs.	Independent
Art Directors	Independent
Musicians Association	AFM–AFL[c]

Craft Locals[a]	
Local	*Affiliation*
Pre-Photography:	
Prop Men	IATSE–AFL[d]
Painters	IATSE–AFL
Costumers	IATSE–AFL
Art Craftsmen	IATSE–AFL
Scenic Artists	IATSE–AFL
Script Supervisors	Independent
Laborers	IATSE–AFL
Plasterers	AFL
Screen Story Analysis Guild	IATSE–AFL[f]
Set Designers	IATSE–AFL
Photography:	
Grips	IATSE–AFL
Sound Men	IATSE–AFL
Make-up Artists	IATSE–AFL
Cartoonists	IATSE–AFL
Electricians	IATSE–AFL
Cameramen	IATSE–AFL
Post-Photography:	
Projectionists	IATSE–AFL
Film Technicians	IATSE–AFL
Film Editors	IATSE–AFL

Service Locals[a]	
Local	*Affiliation*
Cinetechnicians	IATSE–AFL
First Aid Workers	IATSE–AFL
Teamsters	AFL
Building Service	AFL
Utility Employees	AFL
Office Employees	AFL
Culinary Workers	AFL
Electricians	IBEW–AFL[e]
Guards	Independent
Plumbers	AFL
Sheet Metal Workers	AFL

[a] Functional divisions are arbitrary in some cases, and there are numerous lap-overs, especially between pre-photograpy and photography groupings.
[b] Associated Actors and Artistes of America.
[c] American Federation of Musicians.
[d] International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.
[e] International Brotherhood of Electrical Workers.
[f] Independent prior to November, 1954.

employment opportunities depend on their professional reputation. Many of them, although by no means all, are able to secure through individual bargaining far more favorable terms of employment than those incorporated in the standard guild contracts. In the late 1920's and early 1930's all Hollywood "talent" was represented by the Academy of Motion Picture Arts and Sciences, a professional society now known for the "Oscar" awards. However, actors and writers dissatisfied with Academy handling of their economic interests during the depression abandoned it to form the guilds, and were later followed by other talent groups. Each of the guilds faces somewhat different problems, but all of them exist to protect the professional working conditions as well as the economic welfare of their members. We shall consider the two largest—the Screen Actors Guild and the Screen Writers Guild—in some detail, but only after our discussions of the industry and of the bargaining practices of production workers.

The contribution of the "back-lot" worker is one of technical rather than artistic skill and, as a general rule, his individual bargaining power is not sufficient to win him concessions above those contained in the union agreement. His union, then, is concerned with bread-and-butter issues, and since 1926, when recognition was first secured by certain groups, has been particularly interested in increasing the number of job opportunities available to its members. Wide differences in earning power, skill, and status separate one back-lot occupation from another, and have been complicated by conflicts of ambition and ideology. The history of collective bargaining by the Hollywood crafts is thus characterized as much by interunion conflict as by disputes over wages and working conditions. The major protagonists since the beginning have been the International Alliance of Theatrical Stage Employees (henceforth called the IA) and a number of other AFL unions which have disputed the IA's claim to jurisdiction over certain kinds of work. Recent developments, notably the strikes of 1945 and 1946, seem to have resolved the major problems by giving the IA almost exclusive control over production occupations. However, locals not affiliated with the IA still represent many studio employees, and the underlying causes of jurisdictional warfare—casual employment and a multitude of locals with special and conflicting interests—thus to some extent remain.

Casual employment has typified the industry from the very beginning. Motion picture producers have always attracted, and relied upon, a large and diversified labor pool, much of it employed on a short-term basis and shifted from studio to studio as production schedules change. Such movements are felt most keenly by those workers—minor actors, extras, and certain production employees—who are involved only in parts of a picture and are hired on a daily or weekly basis. However, the job-tenure of a second group—major actors, writers, producers, cameramen, property men, grips (stage-hands), and costumers—all of whom are involved in actual photography or in the work preparatory to it, also varies with the number of films in production. This is true even though some of the more talented are employed under term contracts which give the studio an option to release them only at periodic intervals and others are more or less permanently attached to the studio. Only a few employees—guards and janitors, executives and office workers, teamsters and maintenance laborers—service the studio as a whole and enjoy relatively continuous employment.

Some of this movement is unavoidable. The demand for football players, oriental extras, animal trainers, and other specialists will vary with the kind of picture being produced at any given moment. Furthermore, independent producers, who make only one film at a time, cannot hope to give steady employment to more than a handful of workers and even large studios cannot permanently employ the large selection needed for their operations. Some of the discontinuities in employment would be avoided if the major studios spread their shooting schedules evenly over the year; in practice, however, not much progress has been made in this direction. Dawson's study[1] of weekly changes in the number of films in production shows that even the largest studios—Universal, Twentieth Century, Columbia, Warners, Paramount, and MGM, each of which releases over twenty features a year—experience weekly variations of from 75 to 100 per cent, and fluctuations for the industry as a whole are correspondingly great.

The effect of this instability on individual workers is difficult to determine, primarily because layoffs at one studio may coincide

[1] Anthony H. Dawson, "The Patterns of Production and Employment in Hollywood," *Hollywood Quarterly*, IV (Winter, 1949), 338–53.

with new hirings at another. An analysis of employment records kept by the Motion Picture Costumers Local shows that only 59 per cent of the membership was employed for more than 40 weeks in 1947,[2] and the employment pattern for this union may be more favorable than the average. At any rate, both studios and studio workers benefit from arrangements that facilitate the transfer of skill or talent from one production to another, while the workers have an interest in devices for distributing available employment over a relatively small number of individuals.

Casual employment affects collective bargaining relationships in the motion-picture industry in two main ways. First, as in the building and maritime industries, the unions tend to assume employment functions and to become responsible for supplying competent workers as they are needed. Second, jurisdiction over jobs becomes a matter of extreme importance, partly because effective administration of the bargaining agreement requires that properly qualified workers are hired for the kinds of duties specified in the agreement, and partly because the number of jobs filled by the individual union has a direct effect on the employment opportunities of its members.

To craft unionism and casual employment must be added three other factors which affect the nature of collective bargaining in the motion-picture industry. In the first place the industry is in many ways a speculative one. There is no formula for success, no way of knowing in advance whether a production will make or lose money, no way of determining whether additional expenditures for talent, sets, or publicity will pay off. However, those who have in the past demonstrated an ability to make profitable movies are likely to do so again in the future; they are worth high salaries because as individuals they mean "box office." Success depends, moreover, not on the talents of any single individual, but on collaboration between producers, directors, actors, and writers, each of whom is somewhat preoccupied with his own special ability and his own point of view. Under such circumstances it is difficult to establish clear and distinct lines of authority, and on occasion subtle abilities are required to secure cooperation between contributors jealous of their individual specialties and their individual reputations.

[2] *Ibid.*, 348.

In the second place, the industry has a flexible cost structure. The high salaries of key talent are fixed costs for the picture if not for the studio, but the wages of back-lot workers and minor players are variable costs which depend to a large extent on the amount of time spent in actual production. This fact means that even minor work stoppages or delays may have an almost catastrophic effect on costs. At the same time, wage increases have been negotiated with relative ease in this type of environment, for the impact of wage increases on total cost could be reduced by more efficient methods which lessened shooting time. In the future such production economies may be more difficult to achieve, with the result that economic considerations may become more important to bargaining decisions than they have been in the past.

And finally, the industry has been subject to rapid technological and economic change. The move to Hollywood and the development of the star system date from the First World War; the merger of production and exhibition interests from the early 1920's; the introduction of sound from 1927. Antitrust decrees, restrictions on the transfer of foreign earnings, and television followed the Second World War. All of these major developments, and many minor ones, have required new adjustments by the studios and the studio guilds and unions.

In short, the story of collective bargaining in Hollywood concerns a highly specialized labor force employed on a casual basis by an artistic and changing industry in which there is often little relationship between cost and result. This in itself is sufficient to explain craft unionism, hiring halls, an emphasis on jurisdictional boundaries, and lack of employer resistance to high wages and salaries. It does not, however, explain the eventual development of a stable collective bargaining machinery which for the moment at least seems capable of adjusting to the new and vital crisis brought on by television. However, there is more to the story than this, as we shall see by tracing the history of the industry, the gradual ascendency of the IA unions, and the bargaining practices of "back-lot" and "talent" groups.

THE MOTION-PICTURE INDUSTRY

The first motion pictures were produced in the late 1890's by manufacturers of projection equipment. They were exhibited in

penny-arcade peep shows after 1894, in vaudeville houses after 1896, and in nickelodeons (stores converted into theatres by the addition of folding chairs, a projector, and a screen) after 1905. Problems of plot, picture quality, and distribution were relatively unimportant at the beginning. The public was interested in any picture that moved. Anyone who could acquire a projector and buy or rent a film could become an exhibitor. Anyone who could acquire a camera and an animate subject could become a producer.

The industry[8] was initially centered around concerns which, while they did some producing, seemed at least as interested in selling projectors. After some years of violent competition, the largest of these in 1908 united to form the Motion Picture Patents Company. By licensing and other restrictions this combine was able to secure an almost complete monopoly of distribution and to impose stringent restrictions on exhibitors until it became subject to antitrust action in 1915.

Meanwhile, the public began to demand longer and better pictures in which familiar actors appeared. The Patents Company opposed this development, but independent producers, who had begun to locate in southern California for climatic reasons, started to produce four- or five-reel features of some quality to compete with the short subjects and serials made by the combine. They soon found themselves bidding against each other for the services of popular players and for the prestige that went with paying the highest salaries in the industry. Charles Chaplin, for example, received $150 a week in 1913 for *Tillie's Punctured Romance.* A year later he earned $10,000 a week and a $150,000 bonus. Salaries of directors and other artists rose in proportion. At the same time nickelodeon operators and theatre owners formed chains and booking combinations and, as the quality of pictures improved, began to build or buy larger and more elegant theatres.

The leading producer by 1915 was Adolph Zukor, former fur merchant and penny-arcade operator. He had formed the Famous

[8] The most valuable general descriptions of the industry are contained in Mae D. Huettig, *Economic Control of the Motion Picture Industry, A Study in Industrial Organization* (Philadelphia: University of Pennsylvania Press; London: Humphrey Milford: Oxford University Press, 1944), and Temporary National Economic Committee, Monograph 43, *The Motion Picture Industry—A Pattern of Control* (Washington: U. S. Government Printing Office, 1941). For an emphasis on economic factors see Anthony H. Dawson, "Motion Picture Economics," *Hollywood Quarterly,* III (Spring, 1948), 217–40.

Players Company with the slogan "famous players in famous plays," and was largely responsible for the beginning of the star system. When the battle with the Patents Company ended, he turned his attention to distribution in an attempt to secure a more permanent market for his now expensive productions. The result was the formation of Famous Players-Lasky Corporation, a combination of Zukor and Lasky production interests with those of Paramount Pictures, an important distributing company. This done, Zukor increased his talent holdings until at one time Famous Players-Lasky controlled approximately three-quarters of the most popular stars in the industry.

Exhibitors in the larger cities, fearing the dominance of Famous Players-Lasky, replied by organizing the First National Exhibitors Circuit in 1917. By 1920 First National controlled 639 theatres, including 224 first-run houses, and had branched into production by advancing expenses and promising a share of profits to Chaplin, Pickford, and other major performers, who were permitted to make their own films. This was a serious threat to Famous Players-Lasky, for it put First National in a position to refuse to show Famous Players features in first-run theatres, or to give them inadequate local publicity, with disastrous effects on their total box-office earnings. Famous Players therefore floated a $10,000,000 security issue, and by 1921 had acquired 303 theatres of its own.

Other companies soon followed suit. Goldwyn Pictures Corporation bought a half-interest in thirty theatres in 1921. At about the same time Loew's Incorporated, a $25,000,000 theatre company, bought Metro Pictures Corporation, a producing and distributing concern. In 1924 Metro merged with Goldwyn, and acquired certain assets of Louis B. Mayer Pictures, Inc., to become Metro-Goldwyn-Mayer Corporation. The Fox Film Corporation, an independent producing company that had been active in the fight against the Patents Company, acquired an important West Coast theatre chain in 1925 and soon after purchased a number of eastern theatres. By this time the basic structure of the industry was well established. Producing companies had reacted to public demand for popular actors by bidding against each other for their services, as well as for the services of talented writers and directors. To support the cost structure thus developed they had been forced

to control their own distribution and exhibition agencies. Combinations of theatre and producing interests followed as theatre groups began producing their own films to insure an adequate source of supply, or as production-distribution organizations purchased theatres in order to insure first-run exhibition.

Two additional concerns joined the majors with the advent of sound. One of these was Warner Brothers Pictures, Inc. It became interested in the Bell Telephone sound system as a possible solution to financial problems brought on by lack of theatres and, after some experimentation, released *The Jazz Singer* in 1927. The film grossed $2,500,000. Following this success, Warner Brothers acquired theatres from the First National Circuit and from the Stanley theatre chain. Its capitalization increased from $16,000,000 in 1928 to $230,000,000 in 1930. Radio Corporation of America had also developed a sound system, but was unable to market it because of exclusive licensing agreements secured by Bell from all of the producers. To meet this situation, RCA formed its own motion-picture holding company, RKO Corporation, set up a subsidiary producing company, RKO Radio Pictures, Inc., and purchased theatres until it owned a total of about 200.

Famous Players-Lasky went bankrupt during the depression and was acquired by Chase National Bank in 1933. In 1935 it was merged with the Twentieth Century Company under the corporate title of Twentieth-Century-Fox Film Corporation. RKO was in receivership from 1933 to 1939. However, the motion-picture industry recovered from the depression somewhat faster than the rest of the economy, even though competitive bidding for talent and overexpansion in theatres caused trouble for some of the companies.

Nevertheless, the dominant position of Paramount, Warners, Twentieth Century, Loew's (MGM), and RKO continued. These five companies tended to control the industry, although they drew on smaller concerns without theatre holdings for additional features, and included three of them—Columbia Pictures Corporation, Universal Pictures Corporation, and United Artists Corporation—in their talent-leasing arrangements. While the amalgamation of production, distribution, and exhibition was to some extent a defensive operation, it also gave the five majors important competitive advantages over both independent producers and inde-

pendent exhibitors. The independent producers, although their product was needed to supplement that of the major companies, were in an inferior bargaining position because they had to rely on one or another of the majors for an integrated publicity barrage and first-run distribution. As a result they sometimes had difficulty in securing working capital. The independent exhibitors, on the other hand, were forced to contract for several films at one time, to buy on the basis of story descriptions and film credits without seeing the film itself, to play certain films on weekends when attendance was heaviest, to accept major company decisions on the time lag between first and subsequent showings in the same area, and so on. Furthermore, competition between the majors was of a limited and rather special nature, for the films of one company were shown in the theatres of another, so that all of them profited from a box-office success.[4]

The picture has changed considerably since World War II. A series of antitrust decrees has forced the majors not only to modify their distribution machinery to the benefit of the independent exhibitors, but also to give up their theatre holdings. Dollar shortages in foreign countries have caused restrictions on the transfer of foreign film earnings to the United States, and domestic box-office receipts have declined by a considerable, if uncertain, amount since the 1946–47 peak. Table 2 gives some indication of the magnitude of these developments as they affect the motion-picture industry as a whole.

These statistics are of interest mainly because they foreshadow important changes. In the first place, we have seen that as a general rule the major companies were formed by an amalgamation of producing, distributing, and exhibiting interests. In the process, control tended to shift from the Hollywood producers to exhibitors and financiers on the East Coast, a natural enough development, for while studio payrolls are slightly greater than total payrolls in exhibition and distribution, the amount of money invested in theatres and film exchanges is nearly twenty times that invested in the studios.[5] As a result, major decisions, including collective bargaining decisions under the terms of the 1926 Studio Basic

[4] See Robert A. Brady, "The Problem of Monopoly," *Annals of the American Academy of Political and Social Science*, 254 (November, 1947), 125–36.

[5] For unofficial estimates for 1951 see Jack Alicoate, ed., *The 1952 Film Daily Year Book of Motion Pictures* (New York: The Film Daily, 1952), 119–21.

Agreement and, according to rumor, in difficult negotiations even today, are made not by the producers in Hollywood, but by higher executives in New York. Furthermore, the power of the IA over the major studios came in part from its control over projectionists and film exchange workers employed in other branches of the parent company. The divorce proceedings, by breaking the link between exhibition and production-distribution, are thus likely to have some effect on both the locus of decision-making and the authority of the IA.

TABLE 2

INCOME AND EMPLOYMENT IN MOTION PICTURE PRODUCTION, DISTRIBUTION, AND EXHIBITION, 1946–1953

	1946	1947	1948	1949	1950	1951	1952	1953
Contribution to national income (million dollars)	1,133	1,054	921	898	844	857	837	835
Wages and salaries (million dollars)	679	694	655	658	653	673	689	678
Full-time equivalent employees (thousands)	228	229	225	226	224	220	216	209
Corporate income before taxes (million dollars)	309	232	148	136	102	94	n.a.	n.a.

SOURCE: U. S. Department of Commerce, Office of Business Economics, *National Income: 1954 Edition, A Supplement to the Survey of Current Business* (Washington, 1954), pp. 177, 181, 185, and 197.

In the second place, distribution and exhibition allow less opportunity for cost-saving than does production. For this reason the impact of economic change has been felt primarily in the studios, which until the dislocations brought by television, reacted by producing more pictures and by producing them more quickly, thus saving both overhead and direct production costs. The result, as shown in Table 3, has been a decline in the amount of employment, and in the number of writers, actors, and directors under term contract to the major studios.

Although these long-run fluctuations in the economic position of the industry have their effect on collective bargaining practices—as we shall see, the depression was a major factor behind the organization of the talent groups and television has required some of the unions to adjust previously established jurisdictional boundaries—their impact is concealed, to a considerable extent, by the seasonal and short-run fluctuations which result from the

special nature of the production process and are reflected in the predominantly casual nature of employment in the industry. This will become more clear as we examine the relationships between the Association of Motion Picture Producers (representing the major studios) and specific unions. Before doing that, however, it may be well to comment briefly on the way in which motion pictures are made.

TABLE 3
SELECTED DATA ON MOTION-PICTURE PRODUCTION, 1947–1953

	1947	1949	1951	1952	1953
Number of U.S.-Produced Features Released in U. S.	369	356	391	324	344
Employment, Production Workers, U. S. (Est.)	29,500	17,500	17,500	17,500	11,900
Guild members under term contract to major studios (Actors, writers, and directors)	810	720	715	513	277

SOURCE: *Film Daily Year Book of Motion Pictures* (New York: *The Film Daily*, 1948, 1950, 1952, 1953, 1954).

TECHNOLOGY

The person ultimately responsible for a motion picture is the producer. It is his job to coordinate the activities of talent (directors, writers, and actors) with those of technical groups[6] (film editors, camera-men, sound men, musicians) and to spend the minimum of $500,000 ordinarily required to translate a written story into a motion picture. Independent producers, who provide or acquire their own financing, can choose their own talent and make their own decisions. Producers who work for the studios under contract are more circumscribed and, like actors, directors, and writers, are usually employed on an option basis, which allows the studio to drop them from the payroll at periodic intervals.

The producer's first task is to work with the writer or writers, and usually with the director, in the preparation of a screen play. This involves translating a treatment (a concise statement of the story) into a script which includes dialogue, a description of each scene, and indications of special photographic or other effects.

[6] See Lillian Ross, *Picture* (New York: Rinehart & Co., 1952); Leo C. Rosten, *Hollywood: The Movie Colony, The Movie Makers* (New York: Harcourt, Brace and Co., Inc., 1941); and Dore Schary, *Case History of a Movie* (New York: Random House, 1950).

Frequent consultations with studio departments take place at this stage, for minor changes in the script may save major costs or avoid possible legal or censorship complications.

Once the screen play is approved, it is sent to the various departments concerned with actual production. The casting department breaks down the script for feature, minor, bit, and extra players, suggests the names of major actors, and makes cost estimates. The art department makes a breakdown for the sets required, prepares tentative drawings, and indicates which scenes will require location work, miniature sets, or other special arrangements. The make-up department analyzes the script for special make-up effects. The wardrobe department prepares wardrobe plots listing the costumes required for each player. The publicity department begins advance planning.

As a general rule these activities are coordinated by the unit manager or first assistant who is responsible for physical progress and costs, once the script has been approved. He prepares the shooting schedule, or sequence of scenes, which minimizes the amount of time and money spent on actual production. This is a critical function, for cost-savings of $15,000 or even more can be secured by cutting a single day from the shooting schedule. As a result of the unit manager's efforts, all scenes taken on a given set or at a given location will be shot at approximately the same time, and the work of high-priced actors will be concentrated in as few weeks as possible. This is done regardless of the order in which the scenes will finally appear on the screen.

Actual photography is under the control of the director. He works closely with the actors and the cameramen, and supervises the grips or stagehands, the property men, the "gaffer" or head electrician and the "juicers" under him, the wardrobe men who see that actors wear the correct costumes at the proper time, the sound men, and the script supervisors who make detailed records as each scene is photographed and try to see that scenes shot out of sequence will match when the film is reassembled for showing. The director will usually take several shots of each scene, not only to attain technical perfection, but to give the film editors a reasonable choice of close, middle, and long shots from which to compose the final picture. Progress is checked from day to day by the producer and director who view "rushes" of each day's shooting as

soon as possible so that they may decide which scenes, if any, need retaking.

Technical problems are involved at every stage. For example, the wardrobe department not only must consider the historical accuracy of costumes, and the ways in which various materials photograph in black and white or in color, but also must be able to age clothes realistically, and to fit them expertly, since minor details are magnified very greatly when the film is projected on the screen. Motion picture electricians, like stage electricians, must change the amount and kind of illumination to fit the mood of the performance. They must also consider the photographic quality of their film, and the change from close to medium and long shots and back again. Other technicians must be able to make backdrops and miniature sets which will photograph realistically, create the illusion that an actor is dancing with himself, make a blister grow on a tortured actor's face, synchronize the voice of one actor with the mouth movements of another, and handle scenes in which action takes place in front of a moving picture projected on a transparent screen.

The job of cutting the exposed film to required length for a normal feature and of arranging scenes for the most dramatic effect is done by the film editor in collaboration with the director and producer. Musical background is added, the film is given a preview to gain the reaction of a typical audience, and after final changes it is sent to the distributing houses and released.

So much for the industry and its technology. We next describe past jurisdictional struggles between the back-lot unions; the current status of the IA and the day-to-day operations of one of its locals; and the rise of the Screen Actors Guild and the Screen Writers Guild.

THE "BACK-LOT" CRAFTS

Jurisdictional Struggles[7]

The craftsmen who work in the actual production of motion pictures are represented by seventeen locals of the International

[7] This section is based to a considerable extent on unpublished manuscripts by Paul A. Dodd, Anthony Dawson, Grace Franklin, and Bernard McMahon. See also Anthony H. Dawson, "Hollywood's Labor Troubles," *Industrial and Labor Relations Review*, 1 (July, 1948), 638–47; and *Jurisdictional Disputes in the Motion Picture*

Alliance of Theatrical Stage Employees and Moving Picture Machine Operators (AFL). The IA was founded in 1893 as an organization of theatrical stagehands, and Los Angeles Local 33 was chartered at that time. The union did not assert jurisdiction over motion pictures until 1908, when special projectionist locals were established in Los Angeles and three eastern cities. Projectionists, who work with high-tension arc lights, also were claimed by the International Brotherhood of Electrical Workers until 1914 when the AFL ruled in favor of the IA.

As motion-picture production became more important, the IA assumed that film sets were similar to stage sets, and that its jurisdiction therefore extended into the studios. At its 1912 convention it resolved that scenery, properties, and electrical effects used in motion-picture production should be made by IA members, and that IA projectionists should not show film made under "unfair" conditions. By this time both of the Los Angeles locals were supplying workers to the studios. However, while film sets resemble stage sets, they also have much in common with other forms of construction, particularly where semipermanent outdoor installations are involved. As a result, building trades unions in Los Angeles also began to send their members into the studios, and as early as 1914 jurisdictional problems had arisen between the IA locals and the Los Angeles Building Trades Council. This was the beginning of a controversy which continued until after World War II.

Although Los Angeles was notorious as an open-shop city, the Hollywood studios were managed by easterners accustomed to dealing with labor unions, so that the AFL came to feel that the industry might be less difficult to organize than others in the area. Thus, with the support of President Samuel Gompers, the AFL sent one of its most important organizers to Hollywood in 1916. The IA followed with one of its own organizers, and apparently had greater success than the AFL, for although a general strike for recognition failed in 1918, IA Local 33 was able to secure a contract a year later.

This contract encroached on the jurisdiction claimed by the

Industry, Hearings before a Special Subcommittee of the Committee on Education and Labor, House of Representatives, 80th Congress, 1st Session (Washington: U. S. Government Printing Office, 1948).

building trades unions, which brought the matter up before the AFL Atlantic City convention in 1920 and succeeded in getting the executive council to hear their case. The council directed the IA to relinquish its claims over carpenters, plasterers, painters, and other studio employees, and ruled that while the IA would continue to control projectionists and set electricians, the Electrical Workers would handle the laying of conduit and electrical installation work. Claims that the IA was not complying with the Atlantic City directive were made at the Denver AFL convention in 1921, and resulted in an executive council recommendation that the IA charter be revoked. The IA escaped this penalty by making more specific written agreements with unions of electricians, ironworkers, carpenters, plasterers, and lathers.

In July, 1921, a second strike occurred. This time some 1,000 studio workers demanded recognition and protested wage reductions inspired by a postwar deflationary movement. Although a compromise was reached on the wage issue, recognition was not granted. Undaunted, the IA, the Electrical Workers, the Painters, and the Carpenters chartered special studio locals.

By 1926 the producers were forced to recognize that the Hollywood locals had developed a comparatively united front. They further recognized that by buying theatres they had made themselves increasingly vulnerable, for the IA had continued to organize theatre projectionists and by calling them out on strike could cut off the income of the producers at its source. In November, 1926, therefore, the major studios, who were members of the Association of Motion Picture Producers, entered into the Studio Basic Agreement, in which they recognized the IA, the Carpenters, the Painters, the Electrical Workers, and the Musicians. The basic agreement itself did not refer to working conditions, although the producers did grant the eight-hour day, premium wages for overtime and Sunday work, and certain holidays. Instead, it established two five-man committees, one composed of producers and one of the international presidents of the five signatory unions. These committees, meeting jointly, were given power to settle all disputes that might arise, including both grievances and questions of wages and hours. In practice, however, many minor difficulties were settled locally between the Hollywood secretaries of the two committees. Those not so settled were first referred to the commit-

tee chairman, and only finally to the joint committee. The basic agreement by-passed local business agents, and meant that major decisions were handled by top union and studio officials on the East Coast. Although originally negotiated for a two-year period, the basic agreement was renewed repeatedly. However, its success was limited by a lack of cooperation between the labor representatives, whose jurisdictional differences continued to dominate the situation.

The introduction of sound in the late 1920's gave birth to a new dispute, this time between the IA and the International Brotherhood of Electrical Workers, both of whom claimed the new occupation of sound technician. The IA was more successful in organizing this group than the IBEW; by 1933 the IA sound local had 600 members, while the similar IBEW local had only 60. However, neither local could be recognized by the producers under the terms of the basic agreement, pending a jurisdictional settlement between the international presidents. Such a settlement was not forthcoming; instead the IA secured recognition for its sound local from some studios not party to the basic agreement, and tried to add Columbia Studios to the list by calling a strike in July, 1933. Columbia had not signed the basic agreement, but claimed to be bound by it because of membership in the Association of Motion Picture Producers. The IBEW then interpreted the IA action as a violation of the agreement, and, with the other building trades locals, began to replace the striking IA members. As a result many workers became fearful for their jobs, abandoned the IA, and returned to work as members of the other unions. The IA was unable to carry out its threat to strike the theatre projectionists since its control had been weakened by the depression, but it did appeal to President Roosevelt, and in August secured a decision from the National Labor Board. This called for an end to the strike; rehiring of strikers, if jobs were available, without prejudice or discrimination because of membership in any union; and settlement of jurisdictional questions by the AFL. In the interim, IA membership in the studios had dropped from approximately 9,000 to less than 200, and as it had formally withdrawn from the basic agreement a few hours after calling the strike, it ceased to be a force in Hollywood for more than two years.

The IA's return to power was to a considerable extent the work

of new and ambitious leaders who came to power in 1934. These were George E. Browne, the international president, and his personal Hollywood representative, William Bioff. Browne and Bioff between them controlled the Hollywood locals until 1940. Their first step, late in 1935, was to call a strike of projectionists in Paramount's Chicago theatres. This was in answer to Paramount's refusal to grant location employment in New York to an IA cameraman who did not also hold an IBEW card. As a result of the strike the IA was readmitted to the basic agreement in January, 1936, received a 10-per cent wage increase, and was granted a closed-shop agreement by the producers, who posted notices in all studios to the effect that former IA members would be required to show IA cards as a condition of employment. Membership in the IA studio locals then jumped to 12,000.

This renaissance was soon followed by the formation of two organizations which opposed the IA on a somewhat broader front than had previously been the case. One of these, the "IA Progressives," was composed of IA members who objected to the policies pursued by Bioff and Browne and to the fact that they had seized control of the property and administration of the four Hollywood locals. The other, the Federated Motion Picture Crafts, was the first of a series of loose federations of Hollywood unions not affiliated with the IA. Included in the FMPC were locals of painters, plasterers, stationary engineers, plumbers, molders, scenic artists, boilermakers, machinists, and similar crafts. Various explanations have been advanced for the formation of the IA Progressives and of the FMPC and its successor organizations. The IA charged, almost from the very beginning, that a Communist plot was involved.

> The plan, as we see it, was for Communist forces, led by Mr. Jeff Kibre, Communist agent sent to Hollywood in 1935, and his successor, Herbert K. Sorrell, to infiltrate and control Hollywood technical labor, while other Communist forces . . . were to infiltrate and control the talent guilds . . . At the appropriate time these two forces were to be joined in one over-all industrial union set-up under complete Communist domination. Our international union, the IATSE, found itself as the one real effective force standing in the way of this program.
>
> Having failed to control our organization in Hollywood, the Communists found it necessary to seek to destroy it. Fomenting and aggravating jurisdictional irritations existing in the trade-union structure in the studios, the Communists in 1944, 1945, 1946, and 1947 engineered

and maintained a running series of jurisdictional strikes against our union. The real purpose of these strikes was the weakening and ultimate destruction of the IATSE, which was the recognized bulwark against Communist seizure of the studio unions.[8]

On the other hand, the rise of factional groups within the IA, and of general sentiment against it, can easily be attributed to certain deficiencies in the leadership furnished by Bioff and Browne—a subject we shall go into later—and there is no doubt that part of the conflict was simply a continuation of the jurisdictional battle which has just been described.

At any rate, the ten-year struggle between the IA and the forces led by Herbert Sorrell of the Painters Union began when the FMPC unions walked out of the studios on April 30, 1937, asking for recognition and a wage increase. Bioff and Browne saw this action as a threat to their own organization, in part because Sorrell, who emerged as a leader in the strike, was disputing the IA claim to jurisdiction over make-up artists. They reacted in two ways. First, they supported the Screen Actors Guild, which was then threatening a strike for recognition, and thus forestalled the possibility that the Actors would strike at the same time as the FMPC locals. Second, they disrupted the Studio Utility Employees Union, an organization of some fifteen hundred laborers and one of the more important components of the FMPC, by getting the producers to pay 82½ cents an hour for a new laborer classification in IA Local 37. This proved an attractive lure to members of the Utility local, who were then striking for 75 cents an hour, and many of them joined the IA and returned to work. The Make-up Artists also abandoned FMPC and accepted an IA charter at this time, leaving the other unions to conclude the strike as best they could. However, the Painters later secured a 15-per cent wage increase, the closed shop, and an arbitration clause, and became the first *local* organization with a contract from the producers.

Shortly after the FMPC strike the IA Progressives persuaded a committee of the state legislature to investigate charges of corruption in the IA. The committee's report failed to substantiate the charges, but the committee itself was later investigated by a grand

[8] Testimony of Roy M. Brewer, *Hearings Regarding the Communist Infiltration of the Motion Picture Industry*, Committee on Un-American Activities, House of Representatives, 80th Congress, 1st Session (Washington: U. S. Government Printing Office, 1947), 356–57.

jury. In the meantime, the IA Progressives joined Sorrell and representatives of nearly all of the studio unions other than the IA in an unemployment conference called in 1938. Later they introduced a resolution at the IA convention asking that autonomy be restored to the Hollywood locals and questioning, among other things, the failure of the IA to attend the unemployment conference and to increase the annual earnings of studio employees. In September, 1938 the IA executive board acted to restore autonomy to the studio locals. This move helped make it possible for the IA Progressives to gain control of Local 37, and the board in desperation finally divided the local into five separate organizations in order to reduce the strength of the Progressives.

Defeated, the Progressives then joined Sorrell to form the United Studio Technicians Guild. Although nominally independent, the USTG admitted receiving financial assistance from the CIO. In July, 1939, after reviving the charges of corruption against the IA, it asked for an NLRB election to see which union should represent the Hollywood workers. The IA replied by accusing the USTG of communist leanings, thereby securing support from the craft unions and from other conservative groups in and out of the film industry, including the Los Angeles Central Labor Council. In addition, the IA was able to conclude a five-year agreement with the producers on August 12, only a month before the election, while continuing negotiations for an attractive 20-per cent wage increase. The election, held on September 20, 1939, resulted in 4,460 votes for the IA, against 1,967 for the USTG, and the USTG disintegrated soon after. It is assumed that the victory was due in part of the prospect of the 20-per cent increase, but six days after the election the IA accepted 10 per cent.

However, in November, 1939, Westbrook Pegler, following leads furnished by the Screen Actors Guild, revealed that William Bioff had six months of a prison sentence for pandering to complete in Illinois. Bioff was able to persuade the Los Angeles Central Labor Council to oppose extradition, an action which caused the Screen Actors Guild to give up its Labor Council affiliation, but extradition was not stayed, in part due to the efforts of Sorrell. IA President Browne then declared his personal representative to be a victim of persecution, and a conference of AFL unions in the studios refused to accept his resignation. He was reinstated when he returned from jail.

Then, in April, 1941, Joseph Schenck, chairman of the board of Twentieth Century-Fox, was indicted for income tax evasion. To lighten his prison sentence, he implicated both Bioff and Browne, who were also indicted and eventually convicted of extortion. Court records show that in 1935 Bioff and Browne were paid $100,000 by Loew's and $50,000 by RKO to avert a threatened strike of projectionists in New York City; that in 1936 they demanded $2,000,000 from five major companies; and that between 1935 and 1940 they collected a total of at least $1,100,000 from the industry. In addition, the record shows that a 2-per cent assessment on the wages of IA members had accumulated a fund of $1,500,000 for which no accounting was available. Toward the end of 1941 Browne resigned and was replaced as president by Richard F. Walsh, who still holds the position. Neither Walsh, nor Roy M. Brewer, who served as IA representative in Hollywood from 1945 until recently, was at all implicated in the scandal. The IA by a vote of its national convention subsequently banned Bioff and Browne from ever again holding membership or office in the union.

Although the IA had won a decisive victory in the NLRB election, it had not destroyed the influence of Herbert Sorrell and the other anti-IA forces. Sorrell, still business agent of the Painters, began organizing the cartoonists late in 1939, and his union chartered them as Local 852 in 1940. The cartoonists at Walt Disney Studios went on strike in the spring of 1941, and were joined by painters, machinists, office employees, and film technicians. After a nine-week strike, during which the cartoonists at both MGM and Schlesinger's (cartoon-makers for Warner Brothers) were granted recognition and union shop conditions without resort to strike action, the Disney management capitulated. The five unions involved in the strike, discovering common interests, then formed the Conference of Studio Unions, which was later joined by other important studio locals, including the Electricians and the Carpenters. The CSU soon became involved in a series of disputes with the IA—disputes in which jurisdictional and ideological differences were closely intertwined. Meanwhile, the Painters continued their organizational work, and issued charters to locals of publicists, story analysts, office employees, and set decorators, all of whom also joined the CSU.

Organization of the set decorators by the Painters was a defi-

nite threat to the IA, for set decorators work on production and as supervisors over IA property men. In fact, they sometimes hold cards in Property Men's Local 44 to round out their employment. The IA had asked for jurisdiction over this group in 1942, but without success. Sorrell then tried to include them in his 1944 negotiations, but the producers refused to recognize his claim and asked the set decorators' local to secure NLRB certification. The IA successfully intervened in the proceedings by showing that 10 per cent of the decorators held cards in Local 44. Thwarted, the Painters asked for immediate recognition and, after further unsuccessful negotiations, called a strike on Oct. 4, 1944. The National War Labor Board then appointed an arbitrator who ruled that the producers should deal with the Painters pending a final NLRB certification.

No decision was reached for several months, and on March 12, 1945 the Painters called another strike which was supported by CSU members, but principally by the Machinists and the Carpenters, so that several thousand people became involved in a dispute which originally had concerned only seventy-seven. As the strike continued it became apparent that, in addition to the decorator issue, jurisdictional disputes between the IA and other building trades unions were involved. IA members refused to respect CSU picket lines, and the studios hired replacements for the striking decorators. An NLRB election was held in May, but every ballot was challenged by either the studios, the IA, the CSU, or the NLRB, so that a decision was delayed. In the meantime picketing grew to mass proportions, and in October local police used firehoses and tear gas in an attempt to break up violent demonstrations on the picket line at Warner Brothers. The final NLRB ruling on October 12 indicated that the decorators favored affiliation with the Painters, but the strike continued until October 31, when the AFL Executive Council ordered (1) an immediate end to the strike, (2) return of all strikers to their jobs, (3) thirty days of local negotiation on jurisdictional questions, and (4) final and binding arbitration by a three-man committee of the Executive Council of any questions not resolved at the end of the negotiation period. While this action effected the return to work of some CSU members, others refused to work with "scabs" who had crossed their picket lines. These workers were given sixty days' severance pay from the studios pending the committee decision.

The only agreement reached during the local negotiations was one between the Carpenters and the IA Grips. As a result, the committee convened in December, 1945 to settle the remaining controversies between the IA and the Painters, the Electricians, the Plumbers, the Building Service Employees, the Machinists, and the Carpenters. Its decision gave jurisdiction over set decorators to the Painters, settling that dispute at the expense of the IA. In another respect the IA gained, for the committee followed the terms of a 1925 jurisdictional agreement no longer in effect and transferred jurisdiction over set erection from the Carpenters to the IA. The Carpenters' local which lost some 350 jobs as a result, protested immediately, and objected also to a later Executive Council order that the committee decision be applied according to any interpretation deemed appropriate by the producers. However, the Brotherhood of Carpenters left the decision on possible strike action to the Hollywood local, which eventually decided against such a move.

More trouble occurred in 1946, this time as a result of a dispute between the IA and the International Association of Machinists. Jurisdiction of the IAM over construction and major repair of projectors and cameras had been recognized by the AFL committee in spite of the fact that the Machinists were not then affiliated with the AFL. The IA and the Teamsters, however, persuaded the AFL to set up a federal charter for studio machinists and in April, 1946 refused to handle work done by IAM members, with the result that the producers discharged those who refused to join the federal union. The CSU replied by refusing to handle work not done by members of the IAM, and after a short strike a compromise was reached which left determination of the matter to the NLRB. Sorrell then called a strike for a 25-per cent wage increase and other concessions, but this walkout was settled almost immediately, on July 2, by a two-year agreement known as "The Treaty of Beverly Hills." This agreement gave the 25-per cent increase to members of both the IA and the CSU, granted additional increases to certain classifications, and outlawed strikes over jurisdictional claims.

Hopes for lasting peace were shattered in August, 1946 when the AFL Executive Council ordered the committee to issue a *"clarification"* of its 1945 decision. The clarification redefined set

erection so that the jurisdiction of the IA was limited to assembly work, while jurisdiction over all jobs involving construction was returned to the Carpenters. It thus reversed those parts of the 1945 award that favored the IA. This action came in response to an official report in which AFL West Coast Director Daniel F. Flanagan indicated that the IA had been violating the 1945 directives, and that a serious work stoppage was threatened. The IA immediately stated that it would take all steps necessary to prevent the clarification from being put into effect, while the Carpenters' local, supported by the CSU, declared that its members would not work on sets erected by IA members. The producers challenged the authority of the AFL to modify its original decision and, supported by an IA promise to supply replacements, began on Sept. 12, 1946 to lay off all Carpenters who refused to work. By Sept. 26, set construction had halted so completely that the producers laid off all CSU members and asked the IA for the promised replacements.

The CSU retaliated by expanding its demands to include wage and arbitration issues. When the producers refused to reopen negotiations, CSU members again resorted to mass picketing which resulted in violence and eventual arrests. Mediation attempts by the Screen Actors Guild were unsuccessful; it then declared that the strike was a jurisdictional one and refused to respect the CSU picket lines. Union-management attempts to negotiate the issues broke down, and CSU locals, as well as a group of Carpenters, brought damage suits against the producers and the IA. Further mediation attempts were made by Representative Carroll D. Kearns, chairman of a Congressional committee investigating labor conditions in the studios, but these too met with failure. The Carpenters tried to force a ruling at the 1947 AFL convention, but the IA succeeded in keeping the matter from the floor. While they eventually succeeded in getting the Executive Council to reaffirm the principles of the clarification, the Carpenters were not able to get disciplinary action against the IA. Although the studios were still being picketed at the end of 1948, the strike had started to disintegrate long before, and in early 1949 the IA won a decisive victory in NLRB elections. This was the end of the CSU and of many of the studio locals affiliated with it, including the Carpenters, Painters, and Machinists. The position of the IA in the studios has not been challenged since.

The strikes of 1945 and 1946 probably resolved the major jurisdictional disputes in the motion-picture industry, not only by leading to the eclipse of Herbert Sorrell, but also by establishing the authority of the IA. Many of the antagonisms behind the strikes had their origin in the fact that members of different international unions worked side by side on the set or in the shop, so that their members were constantly aware of any violation of their jurisdictional prerogatives. In addition, the development of a smoothly working system of interunion agreements was hampered by constant changes in the type of work performed and, to a lesser extent, by differences in practice from one studio to another. Among the most frequent disputes were those between the Carpenters and the IA Prop Men, for members of these locals worked in the same shops and with the same kinds of tools. As a general rule Carpenters were to build sets, i.e., full-sized stationary objects, while the Prop Men made movable or miniature pieces for use on the set. However, members of both unions knew that if a prop man did carpenter's work, it meant less employment for carpenters, and vice versa, with the result that both unions claimed the right to build tombstones, to erect temporary barriers simulating the blockade of a bridge, to build boats and railway cars, to make signs and frames for signs, and even to crate material for shipment to location.

Such disputes were usually settled by negotiation between the locals and the studio involved or, on occasion, arbitrated by the chairman of the labor committee of the Association of Motion Picture Producers. However, each of the unions was a free agent, able, if it wished, to call a work stoppage, to carry the disagreement to its international, or, as was the case in the 1945–1946 situation, to refer it to the relatively inefficient machinery of the AFL itself. Since that time the IA has assumed jurisdiction over practically all production work, so that disputes which in the past involved different international unions now involve different locals of the IA. This is a significant development for three reasons. First, as an international union, the IA is in a position to use sanctions against locals that do not accept its rulings on jurisdictional matters. Although this power is not unlimited, it is vastly greater than that exercised by the AFL over competing international unions, and it can be brought to bear at an earlier and relatively less com-

plicated stage in the development of a dispute. Second, because the IA now represents a preponderance of back-lot workers, it is forced to accept responsibility for the welfare of the studio labor force as a whole—this was not the case when representation was divided between a number of internationals. Third, as we shall see, jurisdictional agreements between the IA locals are sometimes included in collective bargaining agreements with the producers and are subject to the grievance procedure although not to arbitration. Thus there is now available a limited, but nevertheless clear-cut method for settling disputes which do arise.

Mention should be made, of course, of teamsters, janitors, protection employees, laborers, electricians, and other service workers who are not represented by the IA. Although a number of these crafts were at one time members of the CSU, their disputes with the IA tended to be less frequent than those between the IA and the Painters and the Carpenters, and the possibility of major difficulty in this area now seems remote. As a general rule these unions accept the leadership of the IA in the negotiation of collective agreements.

The IA Contracts

Under present procedure, the IA and the major producers negotiate a basic agreement which sets up the bargaining unit, provides recognition of the union, and stipulates the basic obligations between the parties to negotiate the specific local union agreements. In accordance with this agreement, the seventeen IA locals negotiate separate contracts with the Association of Motion Picture Producers and with the other producer groups. The contracts with the members of the AMPP set the pattern for the industry, and we will limit the discussion to them. They are negotiated by a single IA committee, consisting of the seventeen business agents and led by the IA's Hollywood representative. As a result their terms are identical in most respects.

The current agreements contain wage schedules for approximately 160 separate job classifications ranging from director of photography to matte artist, and include many provisions similar to those found in other industries, such as the union shop, a health and welfare fund, paid holidays, and so on. Other clauses relate

directly to special problems of the motion-picture industry, and it may be well to discuss them more fully:

1. *Seniority.* In most bargaining agreements seniority clauses exist to protect the rights of workers in the jobs they now hold. In Hollywood, rapid turnover and short periods of employment mean that seniority is needed not only to protect the worker's position on his present job, but to give him prior rights to his next one, which may well be with a different employer. This is accomplished by contract provisions requiring the establishment of "industry experience rosters" and "studio preference rosters" according to broad occupational groups.

The rosters established by the contract of Studio Electrical Technicians, Local 728, are a good example: The industry roster includes the names of all electricians (with the exception of Running Repairmen, who have a separate roster of their own), who have worked in the industry for thirty or more days since January 1, 1947. The names are classified in three subgroups: Industry Group 1, the most-preferred group, is composed of those who worked in the industry before September 16, 1940, and is to include at least 1,200 persons (the cutoff date is to be renegotiated from time to time in order to maintain this minimum); Industry Group 2 is composed of those who worked at least thirty days between September 16, 1940 and August 11, 1949; Industry Group 3 is to be created when there are not enough available and qualified electricians in Group 2, and will include only those who have worked at least thirty days and whose skill and ability are acceptable to the producer. After members of Group 3 have worked for 130 days in any year they will be shifted to Group 1 or 2, provided they worked in the industry before September 16, 1940, or January 1, 1947, respectively.

The studio roster includes names of electricians in Industry Group 1 who have worked for the studio concerned during the six-month period preceding August 11, 1949. The number of people on this list is based on the number employed by the studio in each of the various job classifications, and may be changed from time to time. The decision to include particular individuals must consider both length of service and merit, and is subject to review under the grievance procedure. Persons listed in the preference roster of one studio may not be included on any other studio's roster.

Preference in hiring and layoff, then, is given first to those on the Studio Roster; second to other members of Industry Group 1, who are not on the Studio Roster; third to those in Industry Group 2; fourth to those in Industry Group 3; and finally to those not included on any roster. These provisions naturally limit employment opportunities to a nucleus of workers with considerable experience. They also tend to strengthen the union security provisions, because preference in employment is given to those who worked in the industry at a time when closed shop conditions prevailed.

2. *Wages and hours.* All of the IA contracts contain similar provisions on such subjects as overtime, holidays, premium pay rates, and working conditions. For example, the "golden hour" clause in each contract provides a premium rate of two and one-half times the base rate on weekdays, and five times the base rate on Sundays and holidays, for work performed in excess of fourteen consecutive hours. No single minimum wage rate is established, however, and each of the agreements lists its own job classifications and the applicable wage rates and guarantees. For example, under the most recent contract, journeymen members of Make-up Artists, Local 706, are grouped into ten classifications at hourly rates ranging from $2.90 to $5.76. Guarantees specified in the contract include a minimum call of eight hours with time and one-half thereafter, and sixty hours in a six-day week with time and one-half thereafter.

The "location work" clauses, common to all of the contracts, provide the following: (1) Workers on studio zone locations, within a six-mile radius of 5th Street and Rossmore Avenue in Hollywood, receive the same rates prevailing at the studio proper and do not receive travel time unless asked to report to the studio first; (2) workers on nearby locations, close enough so that they are returned to the studio each night, are also subject to the studio wage scale, but are provided transportation by the studio and paid for travel time; (3) workers on distant locations, which require overnight lodging, are given more liberal guarantees, and, in addition, the studio provides transportation and living expenses and pays travel time. The travel-time clauses applicable to both distant and nearby locations vary according to the kind of transportation used. Travel by truck is paid for as work time; travel by nonsleeper buses is paid for at the minimum call rate plus a straight-time allowance

for any overtime under a total of fourteen hours; travel by automobile or nonsleeper plane is paid for at the minimum call rate plus a straight-time allowance for overtime between 6:00 p.m. and 6:00 a.m.; travel by train, sleeper bus, or sleeper plane is paid for at only the minimum call rate with no overtime allowance.

3. *Jurisdiction.* The terms of jurisdictional agreements between the IA unions are occasionally incorporated in contract sections defining duties and divisions of work. Such clauses are subject to the normal grievance procedure, short of arbitration. Particularly important are the provisions that clarify the relationships between Property Craftsmen, Local 44, and Studio Grips, Local 80. Generally speaking, the Grips are now responsible for erecting platforms and scaffolding used for lights and cameras, for handling reflectors and diffusing-screens, for moving the camera when necessary, for the setting-up, striking, transporting, and storing of stock sets, and for doing other stagehand work. The Prop Men, on the other hand, are responsible for building and erecting new sets, and for such construction and maintenance work as the studio does not subcontract, although they never do painting, plastering, metal work, electrical work, or incidental labor work.

The most detailed clause is that relating to action sets "depicting modes of transportation." If such sets are "rigged" with ropes, wires, shock cords, springs, and so on, they are operated on the set by prop shop men, who also assemble and strike the sets and transport them if they are stored in the property department. Sets not stored in this department are transported by "employees other than those subject to this agreement" but are assembled, operated, and struck by prop shop men. On the other hand, transportation sets which are manually operated are handled exclusively by the grips, although the contract provides for the presence of a prop shop man on the set when they are used. Finally, when crews of prop shop men and others are on the set, they may both be used to shift sets for camera angles.

4. *Grievance Procedure.* Clauses relating to grievances, like many of the other provisions, are the same for each of the seventeen bargaining agreements. The procedure calls for a discussion between the local business agent and a studio representative on any dispute regarding contract interpretation or working conditions. If agreement is not reached within ten days, the dispute may

be reduced to writing and presented to the "Producer-I.A.T.S.E. Grievance Committee" composed of the IA Representative in Hollywood and the labor relations representative of the producers' association. Formal arbitration takes place only if this committee cannot agree, and then the arbitrator is forbidden to alter the contract or to resolve jurisdictional disputes. This procedure assures consistent interpretation of provisions which affect more than one local or more than one studio. In practice nearly all grievances are settled before they reach arbitration, and most of them before they reach the second step.

The Costumers—an IA Local

IA Local 705, Motion Picture Costumers, represents some 835 workers who design, handle, and manufacture motion-picture costumes. It is not the largest local in Hollywood, nor necessarily typical of the seventeen IA locals, but it is particularly interesting because of the diversity of its membership and because it bargains on an industrial basis with the "costume houses" which rent costumes to the studios, as well as on a craft basis with the studios themselves.

The membership of Local 705 falls into three rather distinct groups. The costume department employees are responsible for analyzing scripts in terms of costume requirements and for doing historical and photographic research. They also fit finished costumes to the actors, supervise costume changes, and are responsible for all costumes on the set. These workers began to organize in 1929 and gave up a federal AFL charter to join the IA as Local 705 after the 1937 FMPC strike. Those who are employed on an hourly basis receive from $1.56½ to $2.82½ an hour.

The second group, composed of manufacturing department employees, was organized under a second federal charter in the middle 1930's, and merged with Local 705 in 1941. It includes tailors, seamstresses, braiders, artworkers, cleaners, and other garment workers. Wage scales for skilled members of this group were considerably lower than those for other studio crafts when the merger took place. Their hourly rates now range from $1.40 for apprentices to $3.13. Both costume and manufacturing department employees work in the studios.

The third group, composed of costume house employees, was

organized with the assistance of Local 705 in the late 1930's and early 1940's, and merged with it in 1944. It includes laundry workers, laborers, janitors, mechanics, and certain clerical workers, in addition to others in both costumer and manufacturing job classifications. Collective bargaining agreements covering these workers are negotiated by Local 705's business representative, and are not identical with those governing the studio employees. Wage scales and working conditions are similar, however, and equivalent seniority rosters apply. The grievance procedure, on the other hand, does not involve the Producer-IATSE committee mentioned above.

An applicant for membership in the Costumers' local must produce letters of recommendation from four other members, submit to an interview and examination by one of the membership committees for the various intra-union groups, and be approved first by the executive board of the local and then by the membership. During this process there is ample opportunity for union members to discourage applicants who are unlikely to secure permanent employment in the industry. Members who request reclassification, or admission to a more favored seniority status, must go through substantially this same procedure, and in some cases are required to submit written essays on various aspects of their trade. Dues are assessed on a sliding scale, and run from $8.00 to $20.25 a year, depending on annual income. Initiation fees range from $100 for the lowest manufacturing classifications to $225 for costumer foremen and foreladies.

The Costumers local, unlike some others, requires all members to notify it when they are laid off. The names of these members are then added to an "out-of-work" list for the appropriate job-classification. The Costumers' agreement, like those of the other IA locals, requires that the union office remain open from 9:00 a.m. to 6:00 p.m. so that producers needing workers can obtain them from the union during regular hours. Approximately 95 per cent of the job-calls handled by the Costumers are filled by workers with the highest seniority for the jobs available and, as a general rule, those workers selected are informed of their assignment by the union. The local has made it quite clear, however, that the function of the seniority system is not to protect incompetents nor to discourage members with low seniority, and

that it will make exceptions to the seniority rules where ability, reliability, or other factors justify such action.

Contract administration is handled by the business agent, who believes that the most difficult problems occur on location, rather than in the studios. High location costs apparently tempt the unit manager responsible for the production to cut corners wherever possible, and the distances involved make it hard for the union to maintain control. In one situation, for example, the business agent visited a location where he found that the studio, in violation of the contract, had set up a completely equipped manufacturing shop that employed costumers who were not included in the proper manufacturing classification. In another case, a producer about to go on location in Canada tried to persuade the union to allow a personal maid to handle costumes for the one actress who was going with the company. The business agent, after examining the situation, ruled that the wardrobe man scheduled to make the trip could not supervise the maid in addition to acquiring, fitting, and controlling costumes for the rest of the cast, with the result that a wardrobe lady also had to be used.

Jurisdictional disputes have never been a major concern of Local 705. Costumers handle all articles of clothing; the Make-up Artists are responsible for materials applied directly to the skin. The line of demarcation between the Costumers and the Property Men is somewhat more complicated, but an agreement reached in 1943 provides that the Costumers shall work on military uniforms; military packs when not removed as part of the action of the picture; gun belts and holsters worn by principal players; dummies used to represent principal characters; jewelry; and rain apparel. The Prop Men control side arms (including swords, daggers, swagger sticks, halberds, maces, and spears); canes; packages and other articles that are carried; wearing apparel that has been removed as part of the action of a picture; flowers of all kinds; and safety equipment. It is worth noting that this agreement is between two IA locals and that it was approved by the International.

THE TALENT GUILDS

Screen actors and screen writers both contribute artistic rather than technical skills to the motion picture industry. Both depend on screen credits as a measure of that contribution; both secure

employment through the services of professional agents; both are employed, when they are employed, under the terms of individual contracts considerably more detailed and often more favorable than the collective bargaining agreements negotiated by the guilds. Although these common elements account for certain similarities between the Screen Actors Guild and the Screen Writers Guild, it is well to point out that differences in the occupation, status, and temperament of their members result in rather significant differences between the Guilds.[9]

The writer, for example, is an entrepreneur as well as an employee. His ideas may be bought or stolen and, once acquired, may be exploited in a number of media or simply allowed to gather dust. As a result, the employer-employee relationship sometimes shades into one between buyer and seller, so that it is hard to determine whether the consideration specified is a price or a wage. Even where the employer-employee relationship is clear-cut, the intangible nature of the writer's contribution makes it difficult to measure, particularly if a number of people have collaborated on a single script, so that the problem of allocating screen credit becomes both important and complicated. Because the writer often works as an individual, he frequently has difficulty in adapting himself to a new and unfamiliar employment situation which requires him to modify his favorite ideas to fit the judgment of producers and other studio executives who can't write but can produce profitable motion pictures. And finally, the writer, because his trade necessarily requires a sensitivity to the emotional and the poignant, is apt to be easily aroused over real or imagined injustice.

The actor, on the other hand, is almost invariably accustomed to an employer-employee relationship and to working under the supervision of a director. An actor moving to Hollywood from Broadway must, of course, accept differences in the techniques of direction, learn to take advantage of the special characteristics of the camera, adapt himself to working without an audience, and become accustomed to working on scenes that are unrelated to each other; but such adjustments are probably less difficult than

[9] For a more complete discussion of differences in status between writers, actors, and other talent groups see Hortense Powdermaker, *Hollywood the Dream Factory* (Boston: Little, Brown & Co., 1950), and Leo C. Rosten, *op. cit.*

those required of the writer, and they are not necessary for actors who begin their careers in Hollywood. In addition, the fact that the employer-employee relationship is clear-cut means that the main function of the Screen Actors Guild is one of maintaining minimum standards of employment—wages, hours, and working conditions. Many of SAG's important working conditions apply also to higher-priced actors. This resemblance to the ordinary trade-union becomes more marked when it is remembered that the market for actors tends to be flooded with hopefuls whose chances for success are limited and whose annual earnings are comparatively low. In fact, statistics made available to us by a private source indicate that only 1,126 of 6,368 actors employed in 1951 earned over $3,000 in the industry. It might also be noted that the actors are in an inherently better bargaining position than the writers because they work on production. A strike of actors immediately halts all photography; a strike of writers does so only after the backlog of previously prepared screen plays has been exhausted.

The Development of the Guilds[10]

The first organization of writers, the Authors League of America, was formed in 1912, while Actors' Equity, an affiliate of the Associated Actors and Artistes of America (AFL), was organized some time later. Equity secured recognition on Broadway after the strike of 1919, and was given jurisdiction over motion-picture performers in 1920 in spite of some resistance from the Screen Actors of America and the Motion-Picture Players Union. In the same year Hollywood members of the Authors League formed the Screen Writers Guild. Neither Equity nor the Writers Guild had much success, though the former made serious attempts to organize the actors in 1924, 1927, and 1929. At this time a few performers were working under long-term personal contracts with favorable conditions, but extras and bit players, who did not enjoy the bargaining power of the stars and who had flocked to the industry in large numbers, fell easy prey to unscrupulous employment agencies and "professional" schools. The growing intensity of abuses practiced by these organizations led to an investigation

[10] For an excellent discussion of the early development of the guilds see Murray Ross, *Stars and Strikes* (New York: Columbia University Press, 1941).

by the Russell Sage Foundation in 1924, and this in turn to the establishment by the producers of Central Casting Corporation, a free placement agency for registered extras. Equity played an important part in publicizing the unsatisfactory situation of Hollywood performers, but it was unable to secure their real support, largely because Broadway actors who dominated Equity tended to look down on the motion-picture people, who at that time were performing in pantomime for silent cameras. Even in 1929, after some 1,200 stage actors had been attracted to Hollywood by the advent of sound, Equity was unable to secure sufficient unity to carry out a threatened strike for recognition.

In the meantime, actors, writers, and others had come to accept the Academy of Motion Picture Arts and Sciences, an employee-representation scheme established by the producers in May, 1927. The Academy included separate branches for producers, actors, writers, directors, and technicians, each governed by an executive board and each represented on the Academy board of directors. Membership in the organization was by invitation and was conferred only on the basis of distinguished accomplishment in film production.

Soon after its formation the Academy persuaded the producers to withdraw a threatened 10-per cent salary reduction and to grant a standard contract to free-lance players, actions which thwarted Equity's 1927 organization attempt. Additional concessions for actors were secured by the Academy in 1929, after the Equity strike call had failed, this time including a twelve-hour rest period between calls and a provision for arbitration of disputes. The latter was an important gain. In the following four years 344 disputes were settled and approximately $112,000 collected for the actors. Writers also obtained concessions through the Academy, although not until 1932. In that year the producers agreed to give one week's notice to certain writers not employed on a contractual basis, and promised to stop ordering material "on speculation," that is, they would no longer secretly ask several writers to work on the same subject and then pay only for the best treatment submitted. The 1932 agreement also provided that all of the writers who participated in a film were to have twenty-four hours to reach a unanimous decision on the allocation of screen credits, which were to be limited to one or two names. However,

the producer was to make the decision if the writers were not able to come to an agreement.

The Academy floundered rather suddenly in 1933. Its difficulties began in the spring when it proposed a salary-waiver plan to avert a stoppage of production threatened by the national bank moratorium. Although the plan was not unreasonable and was to operate for only a few weeks, it made the Academy suspect as a company union. The Academy naturally tried to regain the support of the talent groups, and hoped to become their representative under the collective bargaining provisions of the National Industrial Recovery Act. However, it either could not or would not prevent the inclusion of objectionable agency-licensing, salary control, and anti-raiding provisions in a proposed National Recovery Administration code, and from that time on it had little or no influence with the talent groups. At the present time the Academy functions as a professional organization. It maintains an extensive library, publishes the Academy Player Directory, confers the "Oscar" awards, and generally promotes the motion picture arts and sciences.

The Screen Actors Guild was formed in July, 1933 by a small group of actors dissatisfied with the Academy's role in the salary-waiver plan. However, it did not receive the support of a majority until the hated NRA-proposed code was published in October. Soon after, SAG President Eddie Cantor was able to arrange a personal interview with President Roosevelt, with the result that the worst provisions of the code were suspended. SAG then joined the newly reactivated Screen Writers Guild in agitating for the formation of producer-actor and producer-writer committees to discuss revisions of the code. Although the committees were eventually established, no agreement was secured before the NIRA was declared unconstitutional. In the meantime, SAG, without really intending to do so, had won the support of the extras. It admitted them to junior membership and gave them control over their own affairs subject to veto by the guild board of directors.

When the battle over the code ended, SAG approached Equity for a jurisdictional settlement. This was relatively easy, for Equity, thoroughly rebuffed in its earlier attempts to organize the motion-picture actors, agreed to cede film jurisdiction to SAG in return for a promise that it would be reimbursed for the loss of dues

formerly received from Hollywood members. SAG obtained a charter from the Associated Actors and Artistes at this time, thus becoming an AFL affiliate, and was admitted to the California Federation of Labor and to the Los Angeles Central Labor Council.

Recognition was somewhat more difficult to secure. SAG made attempts in this direction at the 1936 and 1937 negotiations between the producers and the Basic Agreements crafts, but it received no real support from the back-lot unions. After the 1937 attempt, SAG took a strike vote, and, as we have seen, was then supported by Bioff and Browne (though there is some doubt as to the need for this assistance). On May 15 it received a ten-year contract granting extensive concessions. Among these were a 100-per cent guild shop for extras and bit players, a 90-per cent guild shop (to become 100 per cent after five years) for stars and feature actors, increased wages and minimums, a fifty-four hour week, written contracts for free-lance actors, and arbitration of disputes. The guild shop was a particularly important gain for the extras because SAG, by imposing dues of $18 a year and stringent restrictions on new membership, was able to reduce their greatly excessive number from 22,937 in 1936 to 7,007 in 1940. This, of course, meant higher average annual wages. However, factionalism, power politics, and ideological differences among the extras eventually led to the formation of a separate Screen Extras Guild, which negotiates its own contracts and handles its own affairs.

Meanwhile, the Academy was making continued efforts to win back the writers. It secured a strengthened agreement from the producers in 1934, and an even more extensive one in October, 1935 after negotiations for an NRA code between the producers and the Screen Writers Guild reached a stalemate. The latter agreement continued the terms of provious ones and, in addition, incorporated most of the concessions that the Writers Guild had been trying to get the producers to include in the code. These included written contracts for all writers, advance notice of discharge, and modifications in the system for allocating screen credits.

The Writers Guild was not appreciably weakened by these Academy actions, however, and when the effort for the code ended, it took steps to secure closer affiliation with other parts of the Authors League. It then hoped to be able to persuade all

members of the League to refuse to grant motion-picture rights to their work until the producers had accepted a guild contract. These developments were opposed by a group of writers who feared domination by eastern members of the Authors League, objected to alleged left-wing sympathies of some of the guild's leaders, and were suspicious of the role played in the guild by former Broadway dramatists with relatively little Hollywood experience. This dissident group seceded in May, 1936, to form the rival Screen Playwrights Guild, taking approximately 200 members of the Screen Writers Guild with it.

In April, 1937 the Screen Playwrights Guild secured an agreement from the producers; but the Screen Writers Guild complained that the Playwrights were employer-dominated, and petitioned for a representation election. Both the Playwrights and the producers argued that writers were not employees under the Wagner Act. In spite of these objections an election was held on August 8, 1938, and the Screen Writers Guild was certified as bargaining agent in eighteen studios. However, not until 1940, after a long struggle involving unfair labor practice charges and a strike threat, did the producers void the Playwrights' contract and grant recognition and an 80-per cent guild shop to the Screen Writers. When this temporary contract expired, the Screen Writers Guild was able to negotiate a seven-year agreement which granted a 90-per cent guild shop. This was replaced by a new agreement in February, 1951 in negotiations concluded only twenty-four hours before a strike deadline.

It is fairly obvious from this brief description that the Screen Actors Guild had somewhat less difficulty in securing recognition than did the Screen Writers Guild. This may be explained by a number of factors, including the more favorable bargaining position of the actors and, perhaps, their more conservative and less militant attitude. In addition, producers probably have greater reason to desire free access to the market for story material than for acting talent, so that the SAG demand for guild shop conditions was less of a threat than the similar demand of the Writers Guild.

Screen Writers Guild

The Screen Writers Guild has 1,270 members, 486 of whom were gainfully employed on December 1, 1952. Of this group, 236

worked for major studios and 90 for independents—the rest were accounted for by television, documentary films, or miscellaneous projects. Three distinct types of employer-employee relationships are permitted under the guild agreement with the producers: week-to-week contracts, term contracts, and deal arrangements. During 1951, 546 writers were employed on a week-to-week basis, 85 on term contracts, and 216 under deal arrangements.

As is the case with the IA, the key negotiations of the Screen Writers Guild are those with the major producers, for the terms of the agreement arrived at here are ordinarily accepted by the independents. Many of the provisions of the Screen Writers Guild agreement must be incorporated in the separate written contracts which the producers promise to negotiate with each writer. Such provisions are of primary concern not to the guild but to the individual who is directly benefited.

This distinction between the individual contract and the collective bargaining agreements stands out most clearly in the arbitration and conciliation clauses, which specify that "there is to be no conciliation or arbitration of any individual disputes between the Producer and any writer," and that "nothing herein contained shall require any Producer or any writer that are parties to a dispute with respect to or concerning any employment to submit such dispute to conciliation or arbitration hereunder or . . . prevent immediate recourse to the courts by either party. . . ."

In the absence of an arbitration clause in the individual contract, and such clauses are rare, this dual method of settling disputes forces an aggrieved writer to secure redress without the assistance of the union and through an expensive and lengthy legal proceeding. This is not necessarily undesirable, for the individual contracts often contain clauses not found in the collective bargaining agreement, so that many controversies are of no concern to the guild. However, while the guild is obviously not interested in a dispute over a rate of compensation several times the minimum specified in the bargaining agreement, there are occasions when a clause affecting the rights of the guild is questioned. For such circumstances a fairly typical grievance procedure has been established, beginning with discussions between the guild and the producer, and continuing through a conciliation committee composed of three producers and three guild representatives to arbitration

by a tripartite board. Cases which involve both the guild and an individual writer are handled both by the grievance procedure and by the courts, decisions reached by one method not affecting any dispute being processed by the other. This situation occasionally causes some confusion, as in the recent Paul Jarrico case where the Los Angeles Superior Court denied a guild petition to force arbitration of a dispute involving screen credits, on the ground that the issue was an individual one.[11]

With this distinction between individual and guild rights in mind, let us examine those provisions of the agreement which affect individual writers as well as those which are primarily of concern to the guild as an institution. Minimum terms for employment contracts are, of course, specified, including the following: (1) a weekly salary of at least $250 after fifty-two weeks of actual employment, or after screen play credit on any two photoplays, or after screen play credit on a single photoplay costing over $100,000—this for writers on either week-to-week or term contracts; (2) first extensions by the producer of term contracts to be of at least thirteen weeks' duration, second and third extensions of not less than twenty-six weeks each, and subsequent extensions of not less than fifty-two weeks; (3) a guarantee of at least two weeks' employment for those under week-to-week contracts at less than $350 a week, and of at least one week for those at less than $500 a week; and (4) provision for week-to-week writers earning under $500 a week to give and receive at least one week's notice after eight weeks of employment, and at least two weeks' notice after fifty-two weeks.

Deal contracts deserve special mention. Here the producer is to pay the writer at least $2,000 for a final and prior drafts of a screen play costing less than $100,000 to produce, and at least $3,000 for one costing $100,000 or more. However, various options are available to the producer. For example, if production costs are estimated at over $100,000, the producer must pay at least $1,125 for the treatment (an adaptation of a book or other material for motion picture purposes), and may take an option to pay $1,875 or more for a screen play (a final script with individual scenes, full dialogue, and camera setups); or, after paying $1,125 or more for

[11] For an account of this case see *Los Angeles Evening Herald and Express,* April 24, 1952.

the treatment, he may take two options, one to pay at least $1,350 for a first-draft screen play, and the other to pay at least $900 for a final screen play. The same minimums apply if the producer does not elect to use these options, but instead employs another writer on a deal basis to finish the job. Writers working on deal contracts may not be required to spend more than four and one-half weeks on the preparation of either a treatment or a first-draft screen play, and an additional three weeks for the final screen play. If their services are required beyond that time, they are to receive the minimum rates specified for week-to-week or term contracts.

In addition to setting minimum rates of compensation for individual contracts, the collective agreement refers to certain working conditions of interest to all writers, regardless of salary. Some of these conditions have been the subject of negotiation since Academy days. Thus, all writers are to be given the names of all other writers working on the same material; none is to be asked to submit material on speculation or for payment after approval by the producer; all are to receive first-class transportation to and reasonable board and lodging on location; and those who have received screen credit are to be given reasonable opportunity to see the rough cut and the sneak preview.

Perhaps as important as any of these general provisions are those relating to the various kinds of screen credits: "Based on ———," "Adaptation by ———," "Screen Story by ———," "Story by ———," and "Screen Play by ———." The first is source credit, given to the author of basic source material such as a novel or short story. Adaptation or screen story credit is given to writers who have prepared a new narrative, but one based in part on source material. Story credit is given to those who have prepared an entirely new narrative, and screen play credit to the authors of the final script and of prior treatment, dialogue, and other material which contributed substantially to it. Each of these types of credit is ordinarily limited to two writers.

Determination of the relative contribution of each of a number of writers to a story, screen story, or screen play is obviously a difficult matter, and one complicated by the fact that screen credit is the accepted measure of talent and prestige. As a result, provisions for the determination of credit have been a subject of negotiation in the motion-picture industry since the very begin-

ning. Under the current collective agreement, the process begins when the producer notifies the guild and the writers of the names of those who have contributed to the screen play, of those who have been guaranteed credit under purchase or employment contracts, and of his tentative choice of credits. This tentative choice may become final after two days unless one of the participating writers or the guild makes a written request to see the script or files a written protest. If such a request or protest is made, the producer must provide the guild with copies of the script and extend the time for a final determination for an additional ninety-six hours. During this period a written request for arbitration may be made, in which case the script and all other available material written by the participants are given to an arbitration committee of guild members. The committee must make a final decision within seven days. A unanimous agreement on credits by the writers involved will, however, constitute a final allocation of credits if reached before any of the time limits have expired or before the arbitration has been completed. Writers' credits are to appear on the screen in a designated relationship to other credits. In addition, they are to be included in paid advertising in type at least as high as that used for the names of either the producer or the director, unless the type used for the producer or director is higher than normal because of an individual contract or "box office value."

One additional provision should be mentioned before discussion of clauses that relate primarily to the relationship between the producer and the guild per se. The creation of written material involves several proprietary interests—a play can be transformed into a book; used as a basis for a motion picture, a television show, a radio script, a comic strip; or used for commercial purposes (i.e., for toys and other products). Dramatists and novelists usually grant only one of these rights at a time—thus book publication rights are sold to the publisher in one transaction and motion-picture rights to the producer in another. However, until the 1951 agreement the producers claimed all of the rights to material created by screen writers in their employ, even though in some cases they did not bother to exploit nonmotion-picture rights to the extent desired by the author. This problem was one of the major issues in the 1951 negotiations. It was settled in part by a clause

which provides that a separate consideration is to be stated for any book-publication, dramatic, or radio rights acquired by the producer in cases where the writer sells original material and at the same time undertakes a contract by which he is employed to make changes or revisions to adapt it for screen purposes. However, even this provision did not specify minimum compensation for the separate rights involved and did not cover writers whose work was done entirely in an employment situation. The February 1953 contract finally established the principles of separation of rights, royalty payments for repeated use of writers' material, and the leasing of such material for a specified period as opposed to outright sale.

Provisions of the collective bargaining agreement relating to screen credit and to all forms of minimum salaries under week-to-week, term and deal contracts are subject to biennial reopening on specified anniversary dates. If no agreement is reached within ninety days after the anniversary date, either party may terminate on six months' notice. However, a strike imposes an unusual problem in a situation where many of the guild's members are employed under individual contracts of long duration. As a result, the no-strike clause in the collective agreement is forced to recognize not only the responsibilities of the guild and the producers—mainly that a strike can be called only by a 66-per cent vote of the active membership by mail or written ballot—but also the existence of individual commitments. Each writer is excused from liability under his individual employment contract for obeying the strike call, but after the strike he must (1) return to and remain with the producer until he has completed his current assignment, on the same salary and conditions previously agreed to, (2) execute a new contract for the same salary and conditions as the old one, and for a duration equivalent to its unexpired term, or (3) at the option of the producer, agree to extend his individual contract for a period equal to the duration of the strike. Failure to finish the assignment or to re-enter or extend the contract subjects the individual writer to the legal penalty for contract violation.

It should be noted that the clause requiring a 66-per cent vote by mail or secret ballot can be construed as an infringement on prerogatives usually assumed entirely by the union. This is also true of certain union security provisions. Under the guild-shop

clause all writers are required to become members of the Screen Writers Guild after they have been employed for thirty days. However, a writer who refuses or fails to join the guild may be retained by the producer after the thirty-day limit in order to complete his current assignment, to serve out a personal employment contract signed on or before the effective date of the collective bargaining agreement, to work on original material that he created (provided he was not formerly a member of the guild), if he was employed by reason of intimate or unique knowledge of the subject matter involved, or if the producer was required to employ him as a condition of the sale or license of material. Such exceptions are not to exceed 10 per cent of the total number of writers employed by the producer. In addition to this somewhat limited union shop arrangement, the bargaining agreement also obligates the guild to admit any person designated by the producer on the same terms and for the same fees required of other members, and either to reinstate members not in good standing on tender of unpaid dues or to allow the producer to employ them in violation of the guild shop provision. Indeed, the guild shop clauses "shall never under any circumstances be so construed during the term of this Agreement as to constitute or permit what is known as a 'closed shop . . .' or to prevent the producer from hiring any writer if he has reasonable grounds for believing that guild membership is not available to him on the same terms and conditions as required of others."

Screen Actors Guild

It has already been suggested that the actor has more in common with the back-lot worker than does the writer because his status as an employee is more definite and his contribution to the motion picture more tangible. As a result, the bargaining agreement negotiated by the Screen Actors Guild is more like the IA-producer agreement than is the agreement negotiated by the Screen Writers Guild. This is true in spite of the fact that actors work under individual employment contracts. For example, while actors are often employed by the day, they may also work on a free-lance basis whereby they are engaged to play a particular role in a particular feature; on multiple contracts that bind them to make two or more pictures in a given period but leave them free

to make other engagements as well; or on term contracts which tie them exclusively to the producer for a definite period of time.

The tendency of the terms of the SAG agreement to fall between those of the IA and of the Writers Guild is apparent even in the arbitration clauses, which are virtually unlimited in the IA agreements, but are limited in the writers' agreement to disputes involving the guild per se. Under the SAG agreement a number of individual disputes may be taken to arbitration, although the arbitrators are forbidden to award injunctive relief or to rule on the right to terminate the individual employment contract. For example, the arbitration clause covers disputes over rest and meal periods and Sunday and holiday work for nearly all classes of actors regardless of salary, all disputes on the computation of overtime and other compensation for contract players receiving $600 or less a week, and almost all disputes involving actors who earn under $1,250 a week and are not employed on term contract. Arbitration is also provided if the producer objects to the guild's refusal to issue waivers allowing weather-permitting calls for work on stages and sets when wind, rain, fog, or hail make sound recording uncertain; or indefinite starting dates on certain free-lance employment contracts. In these cases, arbitration, instead of providing a means by which the union may question management actions, provides a weapon for the producer to use in questioning the judgment of the guild.

The SAG has been granted a union shop without exceptions similar to those found in the Writers' agreement, and, like the Writers Guild, promises to admit any person the producer wishes to employ, and to limit its initiation fees and dues to a reasonable figure. On the other hand, the SAG agreement recognizes the possibility that the guild may wish to suspend or expel its members, and, barring the Taft-Hartley Act, would not restrict its right to do so, provided only that actors who lose good standing may be required to complete their current commitment to the producer before their employment is terminated.

Provisions in the SAG agreement relating to contract reopenings are similar to those binding upon the Writers, and almost identical language provides for the suspension of individual contracts of employment while an authorized strike is in progress, and for the reinstatement of the unfinished portions of such contracts

thereafter. On the other hand, while seniority provisions are completely absent from the Writers' agreement, they are found in that of the Actors, and presumably serve the same dual purpose as do the seniority clauses negotiated by the IA. However, the amount of protection they provide is limited, for the producers promise only to give preference in the employment under daily contract, of day players, stunt players, singers, and airplane pilots for work within three hundred miles of Hollywood or seventy-five miles of Columbus Circle in New York. Preference is given to those who are "qualified professional actors," that is, to those who have worked as motion picture actors at least once in the five years previous to their employment; but members of "name" specialty groups, actors portraying themselves, extras adjusted for nonscript lines (given unexpected acting assignments), and certain other classifications are excluded from the clause. Violations subject the producer to damages of $100 payable to the guild. It should be noted, incidentally, that this whole clause will be abandoned if the Taft-Hartley Act is amended to reduce to three days or less the thirty-day period of grace before union membership is required, and that under such conditions the producer will become liable for damages of $100 for each violation of union security provisions.

Detailed schedules attached to the collective agreement specify wage scales and working conditions for thirteen classifications of actors. These schedules are similar enough so that a description of one relating to free-lance players guaranteed $1,250 or less a week and less than $25,000 a picture will serve our purpose. Free-lance players are engaged at a minimum salary of $250 a week to perform a designated role in a specific picture. The producer may, at his discretion, rewrite the role after the contract has been signed, but he may not use another actor in the part except to meet requirements for foreign exhibition or censorship, to avoid possible physical injury to the player, to substitute for him when he is not available, or to perform certain acts, such as singing, which the player is unable to do.

The free-lance player receives his weekly salary from the beginning of his engagement until its termination, regardless of how often he appears before the camera. However, the producer has the right to terminate the engagement at any time, without

review under the grievance procedure, though if he terminates before the engagement begins he must compensate the player during the minimum guarantee period provided in the contract unless and until the actor finds other work; if he terminates after the engagement begins he must pay the actor his salary for work done plus one week's additional compensation at his regular rate or his minimum guarantee, whichever is greater. The player cannot work for another employer during the engagement without the consent of the producer, and can terminate his contract of his own volition only if production has been suspended for more than five weeks because of fire, illness of the director, or other emergency, and then only if the producer does not restore him to full salary instead of continuing to pay the half-salary allowed during the suspension. In fact, even after the engagement has been terminated, the producer has a three-month period during which he may require the player to return at his original salary, adjusted to a daily basis, to do retakes and added scenes, and a six-month period in which he may require him to resume work on a production suspended because of an emergency.

Actors often perform miscellaneous duties which may or may not be considered as part of their employment. For example, they may be asked to participate in conferences, to give publicity interviews, and to pose for publicity stills on their own time, although not usually on the same day that they have performed other work for the producer. In addition, they may be required to give one day of their own time for each week worked to participate in wardrobe tests, and must work at half-pay for further tests if they are required. Wardrobe fittings not held on the same day that other work is performed are also unpaid, but are limited to four hours for each week worked. On the other hand, the producer must pay for the time spent on make-up, hairdressing, or wardrobe if he specifies the place where it is to be done; for the study of lines of script during the daily period between reporting and dismissal; for rehearsals done under supervision (waivers to this requirement will be granted by the Guild for the purpose of training a player in a particular skill such as fencing or horseback riding); and for travel time under conditions roughly equivalent to those imposed in the IA agreement.

Overtime and holiday provisions in the free-lance schedule

are not particularly unusual: time and one-half after forty-eight hours, double time after ten hours in one day, and an extra day's pay for Sunday and holiday work. Overtime caused by make-up, hairdress, wardrobe, or fitting is paid only at straight-time rates; however, if overtime is directly caused by the inexcusable lateness of a guild member in reporting to the set for photography, the producer may be relieved of his obligation to pay it to any and all members of the cast, provided only that he pay the amount involved to the guild to be held in escrow pending the determination of the question by arbitration.

A number of special clauses may be mentioned in conclusion. Rest periods of twelve hours between each call, and of thirty-six hours once each week, are guaranteed, subject to minor exceptions for location work. Rest periods may be waived by the player without the guild's consent, and must be waived by him under some circumstances, but such waiver entitles the player to an automatic penalty allowance of one day's pay or $500, whichever is less. The penalty may not be waived without the consent of the guild. Meal periods, which are not work time, must be scheduled within five and one-half hours after the first call and at six-hour intervals thereafter. Delays caused by the failure of a caterer to arrive on location may postpone the meal period for half an hour, but work shall cease if the delay continues beyond that time. This clause does not apply to individual players who, because of long periods of time spent on make-up, hairdress, or wardrobe, would have to take their meal periods before the rest of the crew, provided that food "such as coffee and sandwiches" is furnished to them before they go on the set. Free-lance players who perform stunts receive an additional $70 a day unless other arrangements were made at the time of their engagement. Producers are made liable for property or wardrobe furnished by the actor and damaged in the performance of his duties or through lack of care of the producer, and transportation costs and travel time must be paid to actors who live in the city of Los Angeles but who, for one reason or another, are outside of the area when recalled for retakes and added scenes.

It can be seen that the conditions under which actors work make their agreement a complicated one and its policing correspondingly difficult. This is not such a difficult problem for the IA

locals because they are smaller, and operate under more inclusive grievance procedures. The matter is of less importance to the writers since many of their disputes are totally exempt from the grievance procedure.

FUTURE PROBLEMS—TELEVISION

Although the motion-picture industry still hopes that new developments, including stereoptic film, may woo the public back to the theatres, it has already been forced to make adjustments to the new television industry. This is particularly true of the motion-picture unions, for television faces them with new and urgent questions of jurisdiction and economics quite aside from those involved in the decline of motion-picture box office.

The Screen Actors Guild, unlike other members of the Associated Actors and Artistes of America, decided some years ago not to seek jurisdiction over "live" television. This move kept SAG out of the difficulties that have plagued other affiliates of the AAAA; members of such unions as the American Guild of Variety Artists, the American Guild of Musical Artists, the American Federation of Radio Artists, Chorus Equity, and Actors' Equity, had little contact with each other before the advent of television but suddenly found themselves working side by side in the new media. At first their interests were protected not by their parent unions but by a temporary Television Authority set up within the AAAA structure. A five-branch merger of AGVA, AFRA, AGMA, Chorus, and Equity was then considered as a solution to inequities that developed because of differences in the dues rates of the various parent organizations. However, the performers' unions were unable to come to an agreement, and eventually jurisdiction over live television went to AFRA, which changed its name to American Federation of Television and Radio Artists.

This has not particularly affected SAG, for its television interests are now limited to television film. Furthermore, a friendly relationship with AFTRA is likely because SAG was instrumental in the original formation of the American Federation of Radio Artists. As yet SAG has reached no agreement with the major producers on additional compensation for theatrical motion pictures which are released for home television, and at present can terminate its motion-picture agreement only if recent theatrical pictures are televised.

In a different class are filmed television commercials. SAG called the first strike of its history during negotiations with producers of TV film commercials. Effective March 1, 1953, a two-year contract was concluded which provides for payments to actors based on the amount of use of the commercial and also on the type of use. Use payments for filmed commercials are higher for program commercials than for "spots," and vary according to the number of cities in which the films are telecast. The contract is based on the principle that repeated use of a film in which an actor appears will adversely affect his value to other employers. Actors used in advertising for one product will seldom be employed by firms or agencies promoting competing products, or even products in other fields.

The Screen Writers Guild is in a more difficult situation, although not as far as its relationship with the major motion picture producers is concerned. While the Authors League originally set up an organization analogous to AAAA's Television Authority, in 1951 it decided to cede jurisdiction over live television to the Screen Writers Guild on the West Coast and to the Television Writers Group of the Authors League on the East Coast. These organizations then joined in negotiations for a national contract covering only live network shows, and the Screen Writers Guild began its own discussions with the Alliance of Television Film Producers.

Members of the Radio Writers Guild objected to this procedure, claiming that their organization had always had jurisdiction over network radio broadcasts and should also control network television. Unable to persuade the Authors League and the Screen Writers Guild to accept this argument, a group of them then formed the independent Television Writers of America, which in 1952 petitioned the NLRB for a bargaining unit covering network telecasts originating on the West Coast, and in addition, including certain television film producers. This action halted the negotiations between the Screen Writers Guild and the networks and was followed by a Guild counterpetition for a national bargaining unit.

The NLRB consolidated the various network petitions[12] and ordered a nation-wide representation election covering all free-

[12] Case 105—NLRB—No. 72.

lance writers for live network shows originating in New York, Chicago, or Los Angeles. As a result of this election, on August 8, 1953, TWA was certified by the NLRB as the bargaining agent. This union conducted negotiations with the networks for almost a year, but could not obtain a contract. Defections in union membership, resulting from internal disputes over the Communist issue and the appearance of the executive secretary before a congressional investigating committee, led to failure of negotiations, an abortive strike, and finally the dissolution of TWA in the summer of 1954.

Meanwhile the Screen Writers Guild and the Authors League, operating together in the National Television Committee, endeavored to solve the jurisdictional problem and create a single union which could represent all groups of writers in the television industry. In late 1953, they attempted to establish new TV divisions in all existing guilds, but this failed, largely as a result of an unsatisfactory relationship between the Radio Writers Guild and the other unions. The Radio Writers Guild was subsequently disaffiliated from the Authors League, along with another group of writers in New York who worked exclusively in television.

These efforts at unity have now culminated in a new union covering all radio, screen, and TV writers on both the East and West Coasts. For technical reasons, two corporations have been established (Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc.), but the union constitutions are almost identical, and there are joint negotiations, interchange of members, and joint signatures on all contracts. In early November of 1954 this union was certified by NLRB as bargaining agent for both free-lance and staff writers on TV networks. In practice, it supplants the old Screen Writers Guild. New agreements covering TV staff writers in New York have already been signed, and a new radio writers' contract is currently being negotiated with CBS on the West Coast.

Television also creates problems for the IA, although its impact varies from local to local. The costumers, for example, normally would take jurisdiction over television film, leaving live performance to the IA theatrical wardrobe local servicing stage productions in the Los Angeles area. In practice, however, many shows are televised partly live and partly from film, so that a strict inter-

pretation of the jurisdictional boundary would require a member of the costumers' union to handle the star's wardrobe at one time and a member of the wardrobe local to do so at another. Informal arrangements have been worked out to solve this problem, and although the wardrobe local has rejected a merger proposal, some of its members have also joined the costumers' union. More serious complications could develop between the IA and the IBEW, for there is not a great deal of difference between the skill of motion-picture sound technicians represented by the former and that of radio sound technicians represented by the latter.

It is interesting to note that many of the technical skills needed by the television industry are in fact being furnished by the motion-picture industry, just as many skills needed by the motion-picture industry in its early stages were furnished by stage performers and stage technicians. It is as yet too soon to predict the bargaining structure that will develop in television. However, one might expect that the motion-picture locals will claim jurisdiction over the new occupations of their members, just as the IA claimed jurisdiction over motion-picture work in response to the migration of theatrical stagehands to the Hollywood studios. This tendency will, of course, be strengthened to the extent that the television industry moves to the West Coast and comes to rely to an increasing extent on film rather than on live productions.

CONCLUSIONS

At this point one may well ask if some general pattern, some overall theme, can be found in the Hollywood collective bargaining relationships. This is by no means an easy question to answer, for as we have seen, the IA is quite different from the Screen Writers Guild, SAG from the IA, the Writers from SAG, and other studio unions from all three. Nevertheless, three main conclusions can be drawn:

1. The institution of collective bargaining here proves one of its main justifications—the ability to adjust to unique situations. This has been revealed again and again in our discussion of special provisions included in the collective bargaining agreements negotiated by the IA, the Writers, and the Actors. Consider, for example, the clauses relating to "golden hours"; the requirement that writers be allowed to see the final cut and attend the sneak pre-

view; and travel payments for actors asked to return to Los Angeles for retakes. It seems unlikely that the diversity of treatment noted here could be found in a single agreement negotiated by a monolithic organization for the industry as a whole or could be imposed on the industry by outside forces not cognizant of its unique problems. In fact, it should be noted that the diverse and complicated structure of unionization in Hollywood not only encourages a desirable specialization of labor, but serves to a considerable extent to permit decision-making by small and homogeneous groups, to allow the determination of working conditions at the grass roots level. This is undoubtedly more important in an industry where wide differences separate one skill from another than in one (automobile assembly, for example) where the range of skill and status is relatively small.

2. Craft unionism, an emphasis on jurisdiction, and the development of union security and seniority arrangements which protect the number of job-opportunities open to members of a particular craft local come naturally in an industry characterized by a multitude of separate occupational groups and by casual and intermittent employment. However, not all of the Hollywood locals are equally concerned with these questions. Disputes between the talent organizations are relatively rare—interunion problems involving talent groups seem to arise only where economic or other conditions lead groups or individuals to question the ability of a particular organization to protect the interests of the profession and cause them to set up a new and competing union, as when the guilds replaced the Academy.

Disputes between the craft organizations are relatively frequent, and while they have involved important ideological questions and allegations of mismanagement, have almost always been set in a context of jurisdiction over jobs. This has been the case because the talent organizations are primarily concerned with protecting the rights of the member on the job—the artist finds employment by dealing with the producer through his agent, not by bargaining collectively through the guild. The craft local, on the other hand, is asked by its members, first to protect their interests on the job and second, to help them secure better access to limited job-opportunities than they can gain through individual negotiation with the producer. Union security and seniority arrangements

are tools by which the craft local seeks to channel job openings to its members—but they cannot be effective unless the local is able to preserve its jurisdictional sovereignty over openings as they occur. Jurisdictional disputes are inevitable under such circumstances, but we feel that the locals in this industry have at last learned how to settle them through negotiation instead of economic warfare.

3. The guilds and unions in Hollywood have been able to develop harmonious and satisfactory relationships with the producers and with each other. This has been accomplished in spite of the complexity of the bargaining structure. It should be pointed out in this respect that nearly all of the union-management decisions in Hollywood have been reached without strike action. Indeed, since the signing of the Studio Basic Agreement in 1926 the only strikes on purely economic issues were the short walkout called by the CSU in the summer of 1946 and the brief Screen Actors Guild strike against the producers of filmed television commercials. The IA strike of 1933, the projectionist strike of 1935 (which was a Hollywood strike only indirectly), the strike of the FMPC locals in 1937, the Walt Disney strike of 1941, and the CSU strikes of 1945 and 1946 all involved issues of jurisdiction or representation as well as economic questions. Furthermore, the grievances of backlot workers, actors, and writers (or, more properly, of the Writers Guild) are as a general rule settled in a spirit of compromise before arbitration becomes necessary, one indication that the day-to-day administration of the various collective agreements proceeds satisfactorily. It is, of course, possible to argue that harmony exists partly because the producers have been willing to pay the price—certainly the harmonious relationships between the producers and the IA during the Bioff-Browne period were due in part to cash considerations—or that the present era of good feeling comes about simply as an aftereffect of the great strikes of 1945 and 1946. On the other hand, however, it is apparent that collective bargaining in Hollywood has reached the stage of maturity. This is evidenced by the willingness of the guilds, the unions, and the producers to enter into informal everyday working arrangements between themselves, and to face as a group the new and serious problems now confronting the industry as a whole.

OTHER PUBLICATIONS OF THE

INSTITUTE OF INDUSTRIAL RELATIONS

BERKELEY

MONOGRAPHS

obtainable from the University of California Press, Berkeley

WAGES IN CALIFORNIA: War and Postwar Changes, by *Nedra Bartlett Belloc.* Price $1.00. 1950 Supplement now available without charge

TRADE UNION WAGE POLICY, *by Arthur M. Ross.* Price: cloth, $3.00; paper, $2.00

THE LABOR FORCE IN CALIFORNIA, 1900–1950, *by Davis McEntire.* Price $2.50

EMPLOYMENT EXPANSION AND POPULATION GROWTH: The California Experience, 1900–1950, *by Margaret S. Gordon.* Price $3.50

REPRINTS

obtainable from the Institute of Industrial Relations. Single complimentary copies are available so long as the supply lasts. Additional copies may be obtained for 20 cents each. Reprints are classified into six series:

Series I: LABOR-MANAGEMENT RELATIONS

Series II: WAGES AND RELATED PROBLEMS

Series III: ECONOMIC SECURITY PROGRAMS

Series IV: THE LABOR MARKET AND LABOR MOBILITY

Series V: THE LABOR MOVEMENT AND SOCIAL GROUPS

Series VI: SOCIAL AND INDUSTRIAL PSYCHOLOGY

PROCEEDINGS OF CONFERENCES

obtainable from the Institute of Industrial Relations. Price 50 cents each

POPULAR PAMPHLETS

obtainable from the Institute of Industrial Relations. Price: 25 cents, 1–9 copies; 20 cents, 10–99; 15 cents, 100 or more.

A complete list of all publications may be obtained from the Institute.