

*Motion picture industry*

LABOR RELATIONS IN MOTION PICTURE PRODUCTION

Evelyn Wright  
Business Administration 251  
June 3, 1946

## Labor Relations in Motion Picture Production

The motion picture industry including motion picture production, distribution and exhibition is of paramount importance in the amusement world with a working force of 250,000 and an annual payroll of \$400,000,000.<sup>1</sup> The production of motion pictures is carried on almost exclusively in Southern California; 30,000 employees produce 75% of the world's motion pictures in this area. This presentation will be limited to the collective bargaining pattern in "live action" motion picture production and will exclude the labor problems of cartoon production.

The motion picture production field harbors representatives of many major unions and has the problems peculiar to each of these crafts. Besides the basic crafts common to other industries, a large group of skilled technicians peculiar to motion picture production, cameramen, sound technicians, etc. are included. There are also skilled semi-professional workers, publicists, story analysts, film editors, set designers, etc. whose work is unique to this industry. In addition the industry has creative talent groups, actors, writers, musicians, and directors who are among the highest paid workers in the country. There are over 500 separate job classifications in the industry. The industry is completely organized including the highly paid professional groups.

In 1938 employment in motion picture production constituted 3.3% of the total employment for the state. The annual payroll of these employees was 7.2% of the state total, the average earnings in motion picture production being over twice as high as the average of all other industries.<sup>2</sup> In January, 1946, the average weekly wage

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1. Murray Ross, "Stars and Strikes", p. viii

2. J. Russell Franks, "Careers", June-July, 1939, p. 4-6

in motion picture production was \$80.87 which is the highest in<sup>1</sup> the state, the second highest being \$55.71 in public utilities.

While there are over a hundred producers engaged in the production of motion pictures, the wages, hours and working conditions of employees in the industry are determined by the major studios which are members of the Association of Motion Picture Producers.

At the present time the following studios are members of this

Association:

Columbia Pictures Corp.  
Samuel Goldwyn, Inc. Ltd.  
Loew's Incorporated  
Paramount Pictures, Inc.  
20th Century-Fox Film Corporation  
Universal Pictures Company, Inc.  
Republic Productions  
RKO Radio Pictures, Inc.

Warner Brothers Pictures, Inc. was formerly a member of the Association but withdrew last year.

The Association of Motion Picture Producers is an affiliate of the Motion Picture Producers and Distributors Association. The latter organization is popularly known as the "Hays Office", and was formed in 1922 to combat the censorship movement. As this office had a public relations job to be done, it did not want to be responsible for labor problems.

The Association of Motion Picture Producers was formed in 1924 to handle labor policy. The formation of the Association marked the beginning of a unified labor policy among the major studios. This Association was composed of the same members as the earlier group and occupies the same suite as the "Hays Office" in Hollywood. In this manner the "Hays Office" could shape labor policy without taking public responsibility for the results.

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1. Variety, March 6, 1946

The contracts for the individual crafts are negotiated by the Association of Motion Picture Producers through Mr. Patrick Casey, Chairman of the Producers' Committee and Mr. Fred Pelton, Producers' Labor Administrator. The contracts are signed individually by the producers. This procedure gives a uniform labor policy but individual responsibility for enforcement.

Mr. Eric Johnston replaced Mr. Will Hays as president of the Motion Picture Producers and Distributors Association in 1945 and there are indications that there will be a change in the labor policy of the major studios. Mr. Johnston has taken an active role in the labor problems of the industry. He is apparently determined to chart a new long range policy for the industry in order to avoid the strife of recent years.<sup>1</sup>

The contract provisions established for the major studios are adopted by the various independent producers. The independent producers are organized into producers' associations but with minor exceptions do not depart from the contracts negotiated between the major studios and the various unions.

In October, 1945, there were 34 American Federation of Labor unions and 10 independent organizations.<sup>2</sup> Certain of these locals are affiliated with the International Alliance of Theatrical and Stage Employees, and others with a rival group, the Conference of Studio Unions. The I.A.T.S.E. has 12 regular locals and approximately 10,000 members while the C.S.U. has 7 unions and from 7,000 to 8,000 members.<sup>3</sup> Approximately 20 unions are not affiliated with either group. The affiliations listed below have been modified somewhat in the chaotic conditions during and following the lengthy

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1. Variety, January 9, 1946
  2. Gates Ward, Nation, October 20, 1945
  3. Business Week, October 14, 1944

strike in 1945. These changes will be discussed in detail below.

<u>I.A.T.S.E.</u>	<u>C.S.U.</u>	<u>Other</u>
Cameramen	Painters	Musicians
Sound Technicians	Office Employees	Electricians
Costumers	Cartoonists	Carpenters
Set Electricians	Screen Publicists	Plasterers
Laborers	Story Analysts	Utility Workers
Grips	Set Decorators	Studio Drivers
Make up artists	Set Designers	Culinary Alliance
Film Technicians		Plumbers
Projectionists		Script Clerks
Propertymen		Blacksmiths
First Aid Employees		Molders
Film Editors		Sheet Metal Workers
		Janitors
		Policemen, Firemen
		Machinists
		Screen Extras Guild
		Screen Actors Guild
		Screen Writers Guild
		Screen Directors Guild
		Unit Managers Guild
		Motion Picture Research Orgnization

Unionization in motion picture production was an extension of organization in the exhibition field of the industry. The I.A.T.S.E. and the Musicians' unions had organized the legitimate theatres, and were the most powerful unions in the amusement field when motion picture production began on a large scale following 1918. The I.A.T.S.E. organized the projectionists in individual theatres and then turned to motion picture production, where the large number of workers were a potential source of strength and income.

The leaders in the organization of the industry were the studio craftsmen. The organization of the industry was a major objective of labor unions for many years, for studio craft work was related to craft work in other industries, and organization of the large and rich motion picture industry would be of tremendous aid in combatting the anti-union sentiment in the Los

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1. "The Forty Years War for a Free City", Los Angeles Times Oct. 1, 1929, p. 25

Angeles area.

During the period from 1915-17 many studios were established in the Los Angeles area. The American Federation of Labor made an attempt to organize the industry in 1916. The drive was guided by Gompers and was successful to some extent. In July, 1918, 500 studio craftsmen struck for a wage increase to compensate for the increased cost of living. Several studios were closed down. The strike was settled by the U.S. Department of Labor with a compromise on the wage issue. The Producers maintained the open shop. The Cameramen conducted a separate strike shortly thereafter. In July, 1921, 1000 studio craftsmen went on strike to protest a wage reduction enforced by the Producers on the basis of the general depression although at the time the industry was actually experiencing a boom. A compromise on the wage issue was made,<sup>1</sup> but the unions did not get recognition.

In the spring of 1918 a second organizing drive was conducted by the AFL through the International Alliance of Theatrical and Stage Employees, a semi-industrial union of backstage employees in the legitimate theatres. The I.A.T.S.E. cuts across many craft lines and therefore has been engaged in many jurisdictional disputes. The I.A.T.S.E. won a major triumph in 1914 when it won jurisdiction over motion picture projectionists in a dispute with the International Brotherhood of Electrical Workers.

In Hollywood, the I.A.T.S.E. raided members from the carpenters, painters and electricians craft locals. The craft unions decided to expel any member who joined the I.A.T.S.E.

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1. "The Forty Years War for a Free City", Los Angeles Times Oct. 1, 1929, p. 25

Both the I.A.T.S.E. and the craft unions continued their efforts to organize the industry, but each was so anxious to get jurisdiction that they competed in supplying manpower to the studios. Competition led to price cutting in order to secure the work. In some crafts, the rates paid at the studios were below the rates paid for non-studio work due to the intense rivalry over control of jobs.

After years of negotiations and admonitions by conventions and the executive council of the American Federation of Labor, a compromise was reached over jurisdiction. The I.A.T.S.E. made agreements with its major rivals, the Carpenters (1925) and the Electricians (1926) to divide the work. The I.A.T.S.E. got work involved in actually photographing the scene while the crafts got the construction work. The I.A.T.S.E. also got those crafts found in the legitimate theatre--propertymen, etc.

The united front enabled the unions to secure recognition from the Producers. The unions now had several thousand members, and the strength of the I.A.T.S.E. in the theatres was also a threat. The Producers agreed to recognize the unions in November, 1926. The first union agreement in the industry, the Studio Basic Agreement, was signed by nine major producers and the following five unions: International Alliance of Theatrical and Stage Employees, Painters, Carpenters, Electricians and Musicians.

The Studio Basic Agreement established a committee plan. The representatives of the five unions would comprise the Internationals' Committee which would meet with five representatives of the Producers to handle grievances, wages, etc. There were

no restrictions on the functions of the joint committee. The unique feature of this agreement was that the Internationals' Committee would consist of the presidents of the international or national unions. The local business agents could not handle matters directly. All complaints had to be submitted through the secretaries of the two committees. According to Mr. Murray Ross, "The Producers insisted on this procedure in the hope that it might eliminate the petty jealousies of the business agents, so that a measure of stability could be achieved in the chaotic labor situation."<sup>1</sup>

The Studio Basic Agreement provided for an annual conference of the joint committee in New York on wages. Proposals are submitted by the business agents of the locals to the Secretary of the Internationals Committee. Where the locals are democratically run these requests are usually voted upon by the membership. In all other instances, they constitute the will of an appointed business agent or of the union president's representative.<sup>2</sup> The local delegates attend the wage conference and support the arguments of their international officers. Decisions of the joint committee may be presented to the locals for ratification. In democratic locals they are voted upon by the membership, while in others the membership abides by the decision of the Union's officers. Until the Cameramen's dispute case in 1944-45 no local had rejected an agreement negotiated in this manner.

When the 1944 contract for the Cameramen was negotiated by the International Representative of the Alliance and a committee

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1. Murray Ross, "Stars and Strikes," p. 14

2. Ibid, p. 17.

of the local, it was submitted for ratification by the membership of the local as is required by the present constitution of the union. The contract was rejected by the membership and the negotiations were reopened. A new contract was negotiated and was signed by Mr. Walsh, the International President of the Alliance, but was again rejected by the membership of the local. The Producers refused to negotiate further and held that a binding contract had been consummated. The dispute was brought before the War Labor Board which ruled that the contract was not binding and ordered the Producers to negotiate over rates and working conditions with the Cameramen's local. A contract was agreed upon shortly before the contract was to expire in January 1, 1946, providing an average increase of \$22 per week.

At the first wage conference in April, 1928, the wages and working conditions of several crafts were standardized. A wage increase was granted in October, 1928, and each May 1 following from 1929 to 1931. The crafts benefitted additionally from these contracts for they escaped two wage cuts imposed by the Producers upon unorganized groups in 1927 and 1933.

The Producers and the Unions who are parties to the agreement consider that the plan has contributed to industrial peace. The strikes that have occurred since 1926 have been called by groups outside of the Basic Agreement. The success of the agreement is partially due to the high degree of prosperity enjoyed by the industry and the fact that the labor cost of craftsmen is only 5% of the total cost of a picture.<sup>1</sup> Increases to the craft workers do not increase the cost of production substantially.

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1. Film Facts, 1941, p. 19

The Producers have been willing to pay the price for industrial harmony for wages in the studios are higher than in other industries in the area.

A comparison of studio rates with the rates paid in outside industries is submitted in the following table.

Comparison of Rates Paid in Motion Picture Studios with those in Building Construction in 1943

<u>Classification</u>	<u>Studio Rate</u>	<u>Construction Rate</u>
Advertising artist	\$2.00 hr.	\$1.50 hr.
Artist, sculptor & molder	2.83	1.66 2/3
Blacksmith	1.71	1.375
Carpenter	1.71	1.35
Caster	1.71	1.66 2/3
Laborer	1.00	.875
Machinist, Journeyman	1.71	1.35
Painter, paperhanger	1.71	1.25
Plasterer	1.83	1.66 2/3
Plumber	1.71	1.50
Sheet Metal worker	1.71	1.50
Sign writer	2.43	1.50
Truck driver (under 6 ton)	1.28	.95

Source: Studio contract rates negotiated 1941 and Associated General Contractors' Agreement of May 1, 1943.

There have been two withdrawals from the Studio Basic Agreement. The I.A.T.S.E. resigned and was later readmitted. After five years of experience with the grievance procedure and wage conference plan, the painters requested to withdraw. The local labor leaders criticized the plan as indirect, claimed that the union presidents were not acquainted with local conditions and were more concerned with the stability of the organization and in local dues collection.

Judge Henry M. Willis of the California Superior Court gave an oral opinion cited in a circular letter of the Associated Actors and Artists of America, August, 1939, that the procedure provided by the Studio Basic Agreement has established the national (or international) presidents of some of the unions as dictators over some of the locals. The national presidents are not immediately responsible to the membership of the local. A few of the locals lost their freedom of action and could not assert themselves. Mr. Murray Ross points out that this is not necessarily a criticism of the agreement, but of the unions. It should be noted, however, that the Producers sponsored the plan.

After the Basic Agreement was signed, a new organizing campaign was initiated. The I.A.T.S.E. became the bargaining agent for the laboratory workers, cameramen, studio technicians, etc.

The problem for the studio craftsmen during the depression was a work shortage rather than the wage level, although the basic rate was reduced from \$8.75 day to \$8.25 day. At the annual wage conference in 1933, a six hour day was effected. The daily wage was reduced from \$8.25 to \$7.00, an increase of 13.5% per hour. The six hour day was to be an experiment for one year to spread employment among the various members of the craft but has continued to the present time. There was no other change in working conditions at that time.

The Code provisions of the N.R.A. for craft workers were based upon the 1933 agreement. The Code provided a Studio Labor Committee to adjust disputes but it was not supported by the Producers. Prior to the N.R.A. only the organized craft workers

and the musicians had standardized working conditions. During the N.R.A. period, wages and working conditions were codified for clerical, service, semi-skilled and unskilled workers.

The N.R.A. code gave these groups the right to discuss grievances for the first time. Formerly this right had been allowed only to parties to the Studio Basic Agreement.

The surface harmony among the various crafts and the I.A.T.S.E. that had existed since 1926 was disrupted in August, 1933, by a conflict between the International Brotherhood of Electrical Workers and the I.A.T.S.E. over control over the sound technicians, a new group of workers in the industry. In 1933 the I.A.T.S.E. represented 600 of these employees while the I.B.E.W. represented approximately 60. Neither local requested recognition under the Studio Basic Agreement for no new group could enter without the unanimous consent of the signatory unions. This clause was included by the unions to prevent the Producers from recognizing an outside union infringing on their own territory. The I.A.T.S.E. signed up the Independent Producers and then requested Columbia to sign. Columbia had joined the major producers in December, 1941, and therefore had not signed the Studio Basic Agreement. The studio declared itself bound to the agreement by membership in the Association of Motion Picture Producers. The soundmen at Columbia struck in July, 1933. The other Alliance locals at that studio struck in sympathy. The Producers refused to negotiate with the unions over the matter until the jurisdictional dispute was settled. The I.B.E.W. replaced the striking soundmen with members of their local. The Alliance soundmen became concerned for their jobs and joined the I.B.E.W. The International Alliance

called a general strike in retaliation and broke off from the Studio Basic Agreement.

The Producers and the craft unions broke the I.A.T.S.E. The Alliance members signed up with competing locals. The American Society of Cinematographers attracted the cameramen and the I.B.E.W. the soundmen. The various craft locals kept the studios operating. From August, 1933, to December, 1934, the I.A.T.S.E. was a negligible factor in the labor situation.

The Alliance continued to have enormous power in the exhibition field. George E. Browne became president of the I.A.T.S.E. in 1934 and was later a vice-president of the A.F.L. Browne demonstrated his strength by closing the Paramount circuit in Chicago in a jurisdictional dispute with the electricians. The Producers feared the loss of box office returns and succumbed to the demands of the Alliance in Hollywood under threat of a strike in the theatres.

The Producers signed the first closed shop agreement in the industry and posted notices requiring all former Alliance members to rejoin that union. In the face of the Producers' action, the craft locals gave up without a protest. Browne, with the Producers' aid compelled 12,000 reluctant workers to join his union. At this time the Alliance had less than 100 members on all lots and a paid membership of 33.

In January, 1936, the Alliance rejoined the Studio Basic Agreement and obtained in addition to the closed shop contract a wage increase of 10% for all Alliance members.

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1. Petition of Motion Pictures Technicians' Committee before the NLRB.

2. Carey McWilliams "Racketeers and Movie Magnates", New Republic, October 27, 1941

When the N.L.R.A. was held constitutional in 1937 the small crafts not yet recognized by the Producers became active. The Federated Motion Picture Crafts was formed under the leadership of the painters' local. In order to secure the 10% increase that was granted to Alliance members, the Painters would have had to join the Studio Basic Agreement. However, the Alliance claimed jurisdiction over the makeup artists who were members of the Painters group and would not allow the Painters to join the Basic Agreement unless the makeup artists were transferred to the I.A.T.S.E.

In 1937, the eleven unions that comprised the Federation struck.<sup>1</sup> The strike was supported by the actors who at that time were seeking recognition. The Alliance set out to break the strike and aided the actors to get recognition from the Producers in order that the actors would not support the strike of the independent crafts. The Alliance also moved in on the studio utility workers' local, which was the painters' chief ally. These laborers were striking for increases from 60¢ to 75¢ an hour. The Alliance established a job "Class B grip" in its studio technicians' local and secured a rate of 82½¢ an hr. for this job from the Producers. The workers flocked to the Alliance local. The strike was broken. The makeup artists were transferred to the Alliance and were given a very favorable agreement. The Alliance then permitted the Producers to recognize the Painters.

The Painters got a 15% increase and a closed shop agreement. This was the first time that recognition had been extended to a studio craft local, for all members of the studio basic agreement had been represented by the national officers. A number of other

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1. Screen Guild Magazine, June, 1937, p. 16.

crafts were given recognition at this time including the plasterers, machinists, etc.

After concluding the closed shop deal with the Producers, Browne proclaimed a state of emergency in the locals and suspended their autonomy. The notorious William Bioff, a member of the Capone mob in Chicago, was placed in charge of the Hollywood locals as Browne's personal representative. A 2% assessment was levied. It is estimated that up to \$2,000,000 was collected on the basis of this assessment without any accounting to the membership. No membership meetings were held and no officers elected.

There was considerable unrest among the membership. When two propertymen filed suit to get autonomy of the local and an accounting of the 2% assessment, they were discharged. Browne secured the discharge of any worker who protested; the Producers policed the workers for Browne and Bioff. One employee who protested at an Alliance convention was slugged and beaten.

Shortly after the collapse of the Federation of Motion Picture Crafts' strike, the President of the Producers' Association, Joseph Schenck, made a "loan" to William Bioff of \$100,000. When this was discovered by union members, the Union locals got the State Assembly to make an official inquiry into labor racketeering in the Alliance. The investigators issued a report in favor of the Alliance which was challenged by several of the committee. The committee adjourned abruptly.

In June, 1938, a Sacramento grand jury investigated charges of corruption in the Assembly Committee that had investigated the Alliance. Two days before the hearing opened, the Alliance had

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1. Carey McWilliams, loc. cit.  
2. Ibid.  
3. Ibid.

given \$5,000 to Col. William Neblett, the law partner of the speaker of the assembly and employer of the investigators.<sup>1</sup> At this time Bioff testified that Schenck had given \$200,000<sup>2</sup> to Murray Garsson, an investigator for the committee. Bioff admitted that he had lied under oath on six previous occasions, and his testimony was therefore not accepted.

The affairs of Mr. Browne and Mr. Bioff were given considerable publicity. Mr. Bioff was extradited to Illinois to serve out an incomplete sentence. Both Browne and Bioff were indicted by a Federal Grand Jury for extorting \$550,000 from the Producers under strike threats. The Producers claimed that they had paid \$776,000 since 1936 but had not complained because they feared that Browne and Bioff would call strikes. Browne admitted that he collected more than \$1,000,000 from the movie officials<sup>3</sup> but claimed that he turned the money over to Joseph Schenck. Browne, Bioff and Schenck were indicted on tax evasion and were sentenced to the penitentiary in 1944.

On the basis of the payment to Bioff, Carey McWilliams on behalf of the unions, filed unfair labor practice charges against the Alliance which were later withdrawn in order to secure an election between the I.A.T.S.E. and the U.S.T.G. It was charged that the Producers paid off in order to have the workers kept in check. Mr. Schenck admitted that the Producers themselves suggested that the Alliance be readmitted to the Basic Agreement in 1936. The Producers in effect imported Bioff and Browne and forced the workers to sign up with the Alliance. The Producers were aware of Browne's and Bioff's records at the time they signed

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1. Legislative Investigative Report, H. R. Philbrick, December 28, 1938, pp. 25-39  
2. Newsweek, November 10, 1941.  
3. Ibid

the closed shop agreement. Evidently the producers considered it preferable to make deals with racketeers than to bargain with free unions.<sup>1</sup> It does not seem plausible that the Producers could be so "imposed upon". The Producers were not the innocent victims of blackmail as they tried to appear in the course of the investigations. The individual workers were the victims of a collusive understanding.<sup>2</sup>

Under the pressure of publicity and investigations, the Alliance lifted the 2% assessment and for the first time in two years permitted membership meetings in four Alliance locals. The locals were allowed to elect officers but these officers were to be supervised by an international representative of the Alliance. Some of the members were dissatisfied and withdrew from the Alliance. The United Studio Technicians Guild was formed with C.I.O. support and petitioned the N.L.R.B. for an election. The Alliance threatened to strike if it was forced to submit to an election but finally agreed.

Browne adopted the policy of appeasement. Bioff was displaced. Browne solicited the help of the Los Angeles Central Labor Council. The Alliance agreed to return members it had raided from the other crafts, with the Council authorized to settle jurisdictional disputes. The Alliance would let the Producers recognize other crafts if the craft unions would help the Alliance in the election. Browne also made peace with Screen Actors Guild in order to get their support.

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1. Gates Ward, Nation, October 20, 1945  
2. Carey McWilliams, loc. cit.

The specific issue was whether local #37 comprising 7,500 workers including propertymen, miniature workers, set electricians, projectionists, laborers, etc. should line up with the Alliance of the United Studio Technicians Guild.<sup>1</sup>

The United Studio Technicians Guild did not handle the case well. It permitted the Alliance to negotiate new contracts just before the election. The Alliance asked a 20% wage increase. In the election held September 20, 1939, the Alliance won by a substantial majority.<sup>2</sup>

Later local #37 was dissolved and individual craft unions affiliated with the I.A.T.S.E. were formed.

Most of the crafts petitioned for certification by the N.L.R.B. in order to prevent absorption by the International Alliance. It was at this time that the office and semi-professional workers were organized.

The Screen Office Employees Guild was formed in 1939 and was certified by the N.L.R.B. in December, 1940. Prior to this time each studio had an independent guild. The welfare of the office workers depended on the degree of generosity that each studio considered politic. The best conditions were in effect at 20th Century Fox, Paramount and Warners. These three independent guilds did not join the S.O.E.G. and have remained as independent company unions.

Various other office and semi-professional workers were organized at this time including the screen publicists, screen story analysts, film editors, set designers, cartoonists, script clerks, art directors, artists and illustrators and research workers.

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1. Muir, Sat. Evening Post, January 27, 1940

2. Murray Ross, "CIO Looses Hollywood", Nation, October 7, 1939

Certain of the craft unions formed a progressive group called the Conference of Studio Unions, under the leadership of the Painters' local.

The latest jurisdictional struggles have been between the Alliance and the Conference. In October, 1943, the set decorators, an independent group voted to join one of the unions in the Conference. The Producers refused to recognize the Conference as the bargaining agent without a certification by the N.L.R.B. The Conference filed for a certification. The Alliance, through the Propertyman's local filed a cross petition claiming jurisdiction although not a single decorator had been a member of the Alliance. The N.L.R.B. does not hold elections when a jurisdictional dispute exists except upon a petition from the Producers, and the Producers did not request an election.

Although the Painters could give proof of 100% representation, the Producers refused recognition. The Local filed for a strike and the War Labor Board intervened. The Board awarded the decorators to the Painters pending a decision by the N.L.R.B. The Producers refused to recognize the Conference as bargaining agent and petitioned the N.L.R.B. for an election.

Without waiting for the N.L.R.B. to act the Painters called a strike in March, 1945. The Producers took this opportunity to discredit the unions in the Conference by forcing them to violate their no strike pledge. The Producers then cancelled the contracts in effect with the Conference locals.

Mr. Walsh, International president of the Alliance, ordered the Alliance locals to supply workers for the jobs vacated by

the strikers. Some of the locals refused. The Alliance issued rump charters for strikebreakers to "keep out communism and keep the studios running in war time." The A.F.L. did not support the strike until June when the N.L.R.B. decided that it was legal.<sup>1</sup>

At that time, William Green ordered the men back to work and directed the Alliance to withdraw the dual charters. These orders were ignored and the strike was not settled until eight months later.<sup>2</sup>

The strike was supported by the C.I.O. and various unions sent pickets. There were hundreds of arrests for mass picketing, with riots and violence between the pickets and the strikebreakers at the Warner studio.

The results of the election held by the N.L.R.B. in May were announced in October. Jurisdiction over the set decorators was given to the Conference. The Producers did not accept the result on the pretext that the Alliance would strike if they accepted it.<sup>3</sup> The dispute was only settled when Eric Johnston appeared before the meeting of the A.F.L Executive Council in Cincinnati. A special jurisdiction committee of the A.F.L. is to hand down a decision and the A.F.L. is supposed to enforce it.

During the period of the strike, the producers signed contracts with the dual unions chartered by the Alliance. A new union, the "Film Office Workers' Guild" affiliated with the Alliance represented some members formerly in the Screen Office Employees Guild, affiliated with the Conference. An additional office workers union was chartered by the A.F.L. called the "Office

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1. Gates Ross, Nation, October 20, 1945  
2. Variety, January 9, 1946  
3. Variety, February 20, 1946

Employees International Union" and it was hoped that the rival groups would join the third group. The Screen Office Employees Guild joined in March, 1946.<sup>1</sup> The Alliance has also chartered the Studio Publicists Association and have requested to bargain for these publicists. The Conference has submitted a 30% wage increase demand, to be retroactive to October, 1943, when the last contract was reopened for the publicists in the Screen Publicists Guild. The Conference has also protested the action of the Alliance to the A.F.L.<sup>2</sup> At certain studios, the publicists and office workers are represented by the Screen Office and Professional Workers Guild which complicates the picture further.<sup>3</sup> The Producers have refused to negotiate until the matter of representation is settled. However, the various unions have filed unfair labor practice charges with the N.L.R.B. and no election can be conducted until these charges are disposed of.<sup>4</sup>

As a result of the strike, the producers have paid three million dollars in severance pay to strike replacements although in many instances the employees merely transferred to their old crafts.

The dispute over the set decorators has left much dissatisfaction among the workers over the policies of the A.F.L. "There is still a lot of talk among craft leaders of going C.I.O. or forming one big independent union."<sup>5</sup> Walsh, the international president of the I.A.T.S.E. is facing considerable opposition

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1. Variety, March 27, 1946
  2. Variety, March 13, 1946
  3. Variety, March 27, 1946
  4. Variety, February 13, 1946
  5. Variety, January 9, 1946

in his own studio locals and some of them are planning to unseat him in the I.A.T.S.E. Convention to be held in Chicago in July, 1946. One union has elected a slate of anti-Walsh delegates.<sup>1</sup>

The rivalry between the crafts and the Alliance is not yet at an end. The problem of the set decorators may flame anew. The A.F.L. Executive Council meeting in Miami ordered the carpenters and painters to work on sets constructed by members of the Alliance during the strike. In addition 500 jobs formerly under the carpenters local have been transferred to a local in the Alliance.<sup>2</sup> The Conference has accepted this ruling.

When the International Association of Machinists withdrew from the A.F.L. a charter to machinists in Los Angeles was issued by the A.F.L. to protect its jurisdiction. The matter came up before the Los Angeles Central Labor Council and it appears that the Alliance is planning to move in. At present the machinists are affiliated with the Conference.<sup>3</sup>

In addition to the perennial jurisdictional disputes which are presently continuing, the 1946 contracts are now in the process of negotiation and present an additional source of labor strife. Mr. Sorrell, representing the Conference of Studio Unions has asked a 33% wage increase to compensate for the reversion to a 36 hour work week from the 48 hour week scheduled during the war.<sup>4</sup> Mr. Sorrell has threatened to strike over the issue several times, but so far has postponed the deadline each time. The Alliance has also submitted its proposals for the new contract, but they have

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1. Variety, January 9, 1946  
2. Variety, February 6, 1946  
3. Ibid.  
4. Motion Picture Herald, February 9, 1946

not been made public. The Producers have offered an increase of 18¢ an hour or 10% whichever is greater.

The Producers demand that working conditions be settled before wages are discussed. The Producers want assurance that the unions will obey the directives of the A.F.L. Executive Council.<sup>1</sup> Several of the studio executives want a no strike guarantee from the unions and guilds with a cash penalty for violations. The tentative plan would call for payment from each worker for every day idle on an unauthorized work stoppage. "Producers believe such a plan would be air tight if it is once approved by the international heads of various studio locals."<sup>2</sup>

The Producers have also submitted a plan for settling jurisdictional disputes. A permanent committee would be established with one representative from each union and an impartial referee who would be arbitrator if the committee could not agree. The decision in disputes would be issued within four hours and would be binding and final.<sup>3</sup>

As the 1946 contracts are currently in the process of negotiation, the discussion of current contract provisions will be based upon the contracts presently in effect, most of which ran for a two year period, from January, 1944, to January, 1946. Due to the number of separate unions and the complexity of the contracts, it is impractical to present a detailed analysis of the variations in the provisions in effect for the different crafts. The attempt will be rather to present the general pattern of provisions applicable to crafts, clerical, and semi-professional employees.

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1. Variety, Feb. 20, 1946  
2. Ibid, Jan. 9, 1946  
3. Ibid, March 20, 1946

Most of the contracts provide for a closed shop. New employees hired by the producers have a try-out period ranging from two weeks to two months before the new employee is required to join the union.

Most contracts contain a "no strike" clause. Strikes are permitted under the contract only if a producer fails to comply with an award under the grievance procedure.

The grievance procedure provides four steps:

1. The Business Representative of the Union and the Studio Representative of the Producer shall discuss the problem and settle the dispute if possible.

2. The Business Representative of the Union shall take up the matter with a representative of the Motion Picture Producers Labor Department, and settle the grievance if possible.

3. The aggrieved party shall deliver a written statement of the grievance which will be considered by a Grievance Committee composed of one member designated by the Union and by the Producer.

4. If the Dispute is not settled, an impartial Chairman is to be selected by the Grievance Committee who will hear the matter and issue a ruling within five days. If the Grievance Committee cannot agree on an impartial chairman within five days, the Presiding Judge of the Superior Court of Los Angeles County will select the Chairman. The ruling of the impartial chairman is binding upon the parties.

Arbitration applies only to interpretations of the provisions of the contract and cannot amend or modify the provisions. The grievance procedure does not apply to jurisdictional disputes.

The fees of the impartial chairman are borne jointly. A ninety day limit is allowed for presenting grievances under step one. Failure to settle the dispute within 10 days after invocation of steps one, two and three, entitles the party to the last step.

The grievance procedure outlined above is applicable to those unions who are not affiliated with the Alliance. For the unions who are parties to the I.A.T.S.E. and M.P.M.O. Basic Agreement of 1944, the international representative of the I.A.T.S.E. represents the union in step two in the negotiations with the representative of the Motion Picture Producers Labor Department. A Producer-I.A.T.S.E. Committee handles the grievance under step three. The last step providing for arbitration is the same as was outlined above.

One of the characteristic features of the wage scales in motion picture production is the guaranteed work week. The guarantee was written into the contracts shortly after the Fair Labor Standards Act was passed for the purpose of avoiding overtime payments required by the Act. Employees paid on a salaried basis at that time were changed to an hourly rate with a "guarantee" of sufficient hours to equal the salary rate formerly paid, including overtime payments. The hours to be guaranteed were determined on the basis of the maximum number of hours likely to be required of the particular craft. Some crafts, office workers, screen story analysts, etc. have a forty hour guarantee and in effect are on a weekly salary. Other crafts, screen publicists, some laboratory workers, etc. have a 54 hour guarantee while others including property men, plasterers, etc, have a 60 hour guarantee. The number of hours guaranteed has no necessary relationship to the number of hours actually worked. Some crafts whose contract calls for a 54 hour guarantee actually work a regularly scheduled work week of forty hours, or even less.

In general the foremen are employed on a weekly salary and are "on call" for unlimited hours seven days a week. For the basic crafts, usually only the "key man" assigned to a production unit is employed on a guarantee basis--the guarantee usually being 60 cumulative hours. The limitation of the number of craftsmen employed on the guarantee prevents the studios from hiring many workers at the lower hourly rate provided with the guaranteed week, and from concentrating employment.

For the cameramen, soundmen, and projectionists, in addition to the weekly guarantee of a specified number of hours, guarantees of a specified number of weeks per year are also provided. The rate for the particular job varies with the guarantee. There may therefore be several hourly rates for the same job, the highest rate being paid for a daily call and the rates decreasing as the guarantee increases. For example, the following rates are

paid for one classification in the Sound Technicians union.

	Daily Rate 9 hr minimum call; 1½ after 9 hours	Weekly Guarantee 5½ hours; 6 day wk; 1½ after 5½ hrs; minimum call 7 hrs;	Weekly Guarantee for 6 weeks	Weekly Guarantee with 50 weeks guaranteed
Music Mixer	5.14 hour	4.28 hr	3.26 hr.	3.06 hr.

It should be noted that the guarantees of a specified number of weeks per year is not a guaranteed annual wage. Such a schedule provides a lower rate if the producer wishes to contract for the longer period. There is no assurance that any worker will be employed on any particular schedule.

For certain of the guilds, a rate range is provided with automatic length of service increases. This "escalator" plan is in effect for Art Directors, Assistant Set Designers, Second Assistant Directors, Junior Publicists, Script Clerks, Office Employees, Policemen and Firemen, and Screen Story Analysts.

There are over 500 job classifications in the industry and for many of these classifications there are several different hourly rates. It is therefore impractical to present the currently prevailing rates for even the key jobs in the industry. A sampling of jobs from various crafts is presented in the following table.

Guild or local	Classification	Rate 1944-46 contract		
		Daily Rate	Guarantee	On call
Laborers, I.A.T.S.E.)	Laborer	\$ 1.05 hr.	-	-
Utility Workers )	Laborer foreman	-	-	\$ 69.30 wk
Carpenters				
Set Electricians				
Electricians				
Blacksmiths	Journeyman	1.80	-	-
Mechanists	Foreman	-	-	118.03 wk
Operating Engineers				
Painters				
Plumbers				
Sheet Metal Workers				
Steam Fitters				
etc.				
Plasterers	Journeyman	1.92	-	-
	Foreman	-	-	118.03 wk
	Artist, sculptor	2.97	-	-
Teamsters	Chauffeur, truck driver	1.34	-	-
	Camera car driver	1.58	-	-
Plant protection	Policemen, firemen	.96-1.20	4 year progression	
Grips	1st Company Grip	2.05	1.97	(60 hr. guarantee)
	2nd Company Grip	1.71	1.64	"
Projectionists	Projectionist	1.94		
Sound Technicians	Journeyman soundman	1.80	1.59	(54-hour guarantee)
	Playback Operator	1.63	1.44	"
Property men	Property and miniature journeyman	1.80	-	-
	Propertyman, flowerman, greensman	1.51	-	-
Make Up Artists	Make up artist	2.85	2.44	(60 hour guarantee)
	Hair stylist	1.93	1.86	(54 " "
Film Editors	Feature Editor	3.23	2.69	(54 hour guarantee)
	Serial Editor	2.45	2.04	"
	Sound effects and music film editor	1.85	1.64	(40 hour guarantee)
Laboratory Technicians	Negative developing mch opr	1.26	-	-
	Negative inspector	1.21	-	-
	Chemical mixer	1.16	-	-
	Negative cutter	1.63	1.42	(50 hour guarantee)
Screen Story Analysts	Readers	1.17-1.96 hr (5½ year progression)		
Script Clerks	Script clerk	1.10- 1.54	1.03-1.40 (54 hr. guarantee) (5 year progression)	
Screen Directors Guild	Second Assistant Directors	1.10- 1.54	1.00-1.40 (60 hr. guarantee) (5 year progression)	
Musicians	Recording musician	10.00 hr.		

The current working conditions in motion picture production are as follows:

Night Shift Differential

There are two standard night shift clauses in effect in the studios. In the 1944 negotiations, the Producers allowed the Unions to select either provision as they desired. One plan provides for the payment of a differential of 10% over the scheduled rate for all work between 10 p.m. and 6 a.m. This plan was adopted by the Costumers, Make-up artists, Projectionists, Culinary workers, etc. The other plan provides for time and one-half for all work on the fourth shift. Any employee called to work at eight p.m. or after is considered to be on the fourth shift. This provision is in effect for the Set Electricians, Laborers, Grips, Property men, Maintenance Electricians, Teamsters, Carpenters, Plasterers, etc. The Laboratory workers have a special night shift premium provision.

Premium Pay for Sunday

Double time is paid for Sundays worked. Hours worked on Sunday are not considered part of the guaranteed week and compensation is calculated separately.

Premium Pay for Holidays

Double time is paid for six specified holidays when worked. If the holiday falls on a Sunday, the following Monday is considered a holiday. For those employees on a guaranteed week, one half of the holiday compensation can be off-set against the hours guaranteed but not worked. If the employee works the guaranteed hours or more, double time payment is made for the holiday in addition to the basic guaranteed salary.

### Call Backs

If employees<sup>are</sup> called back to work within four hours of dismissal, the intervening time shall be considered work time. If more than four hours have elapsed, the intervening time is not computed as work time. If an employee is called back within eight hours of dismissal a minimum call provision is in effect. Employees paid by the day are guaranteed<sup>a minimum call of</sup> four hours at time and one-half on week days, and three hours at double time on Sundays. Employees paid by the week are guaranteed one-half of the minimum call on both week days and Sundays.

### Daily Overtime

All time worked in excess of 14 hours (including meal periods) shall be "Golden Hours" and paid for at 2½ times the Daily, Sunday or Holiday rate applicable. After "Golden Hours" begin, all time including meal periods are paid at the premium rate. Certain detailed provisions defining the types of travel time that will be considered work time in computing "golden hours" are included.

### Working in a Higher Classification

Most contracts provide that if an employee works in a higher classification for one-half the minimum call or less, the higher rate applies for one-half the minimum call; if the time worked in the higher classification exceeds one-half the minimum call, the higher rate applied for the entire time worked. A few of the contracts, including Maintenance Electricians and Plasterers, provide that if any time is worked in a higher classification during

a shift, the higher rate is to be paid for the entire shift.

#### Weather Permitting Calls

If weather conditions preclude normal operations, employees are to be given a minimum call on a later shift, or paid one-fourth of the minimum call.

#### Cancellation of Calls

Calls for employees working on production may be changed or cancelled if done by 8:30 p.m. of the day preceding the call, or with six hours' notice on the day of the call.

#### Meal Periods

Meal period of  $\frac{1}{2}$  to 1 hour shall be allowed; not more than one such period to be deducted from work time during a minimum call. The first meal shall be called not later than 6 hours after reporting to work and subsequent meal periods shall be called not later than six hours after the previous meal period. If meal periods are delayed, straight time shall be paid for the length of the delay in addition to regular compensation. The minimum allowance is  $\frac{1}{2}$  hour. One hour of work shall be guaranteed to each employee after the meal period. Time out must be taken for meals. Food supplied by the Producer without taking time out shall not be considered a meal.

When employees are working "on production" the last meal period may be extended one-half hour without penalty. Midnight meals will be provided by the Producer to all employees on the production unit. Producers will supply all meals when working away from the home studio.

For "off" production employees, there will be no meal period in the normal six hour shift unless overtime is anticipated.

Near-by location work

"Near-by locations" are locations outside of the studios on which employees are not lodged overnight. The studio rates and working conditions prevail. Travel time to and from the location is considered work time. The studio must furnish transportation. Employees required to ride in trucks shall receive an allowance of 25¢ per hour in addition to the compensation for the time spent in traveling.

Distant Location Work

When employees go on distant location, all employees, except the foremen who are "on call" for unlimited hours, go on a guaranteed week. The guarantee is usually 66 hours for craft workers but may be as high as 84 hours for workers who have a guaranteed week in the studio. The hourly rates for distant location for craft workers are <sup>92%</sup> of the studio scale although the weekly earnings are higher than at the studio. For employees on a guarantee at the studio, the location rate is 110% of the studio rate, but the number of hours is increased and therefore the hourly rate is less than the studio hourly rate. Those workers employed "on call" receive 120% of the studio rate.

Very detailed provisions are included for determining compensation on a fractional work week; i.e., when an employee works at the studio scale and at the distant location scale in the same week.

Travel time to and from distant location is paid for as follows:

	<u>Day time</u>	<u>Night time</u>
Train, plane, sleeper bus	As work time	No Allowance
Passenger auto or bus	As work time	Straight time
Truck	As work time	As work time

On location, local transportation time to the shooting site in excess of one hour is paid for. Double time is paid for hours actually worked on Sunday. The minimum call is guaranteed on Sunday for all employees on distant location and this compensation is applied against the guaranteed hours. Holidays on distant location are paid for at double time. Any portion of the holiday compensation can be applied as straight time pay for hours guaranteed but not worked. The studio provisions for "golden hours" and meal periods are effective on distant location.

Hazardous Work

Certain premiums are allowed for hazardous work. For working in a airplane or in a submarine a premium of \$30.25 per flight or dive is paid, the maximum per day being \$60.50. For artificial air helmet diving \$20 per dive is paid with a maximum of \$40.00 per day. In the 1944-46 contract the parties included a premium for "hazardous ocean travel" of \$20 per day. A 15% bonus is paid for work in extreme temperatures.

Overscale Employees

Overscale payments may be used to off set overtime, holiday premiums, location compensation and for hazardous work premiums but may not be used to off set Sunday time, golden hours, meal delay allowances and truck travel allowances.

### Seniority

All members who held cards prior to a specified date varying with the craft constitute a Senior Group while members who became card members after said date constitute a Junior group. From time to time the Union makes replacements and additions to the Senior group to maintain an adequate number of competent men. The Producers have freedom of selection within the Senior group for hiring, filling vacancies and making promotions and are not required to lay off senior members on any fixed basis. All junior members in any job classification are laid off before any Senior members in that classification are laid off. The Junior members are subdivided into groups based upon seniority but within each subdivision no individual seniority is observed.

### Substituting for a Department Head

When an employee substitutes for a department head, he shall receive the highest weekly rate in the schedule, or if the relieving employee is already receiving the highest weekly rate, he receives an additional bonus of 15%, but in no case more than the current rate of the department head.

### Armed Forces

In the 1944-46 contracts the parties included a provision for reinstating union members who have joined the armed forces to the jobs they formerly held. The Producers and the Union agree that the men currently occupying the job will be displaced.

### Vacation Plan

In the 1944-46 contract a vacation plan was generally adopted. Formerly, special groups only had received vacations

with pay and the plans varied from studio to studio. The following plan was adopted in view of the casual nature of much of the employment. Each producer accumulates separately the vacation days earned.

Days of work in preceding year	Days of vacation with pay in following year
Over 240 days	12 days
221 to 240	11
201 to 220	10
181 to 200	9
161 to 180	8
141 to 160	7
121 to 140	6
101 to 120	5
81 to 100	4
41 to 60	3
21 to 40	1
20 and under	0

Jurisdictional Disputes

Any jurisdictional disputes arising among the unions is referred to the respective International Presidents for adjustment.

Dismissal Pay

The Producers have a policy of giving two weeks' notice or pay to regular employees who have been with the company one year when dismissed for other than cause. In general, this provision is not written into the contracts.

The history of craft organization and the current contract provisions have been presented for the craft unions. The professional groups will now be considered in more detail.

The Musicians were the first of the professional groups to be organized. The Los Angeles local of the American Federation of Musicians was chartered in 1897, and the union virtually had

a closed shop in the motion picture studios although it did not have a signed agreement until 1926. The Los Angeles local is the third largest in the country and maintains an open union. Any member of the profession may join by the payment of a \$50 fee.

The national office took over the negotiations for the studio musicians in 1926 and secured a \$200 week rate (33 hours) for recording musicians. This rate was maintained throughout the depression. During the depression years the union prohibited the use of sound track and the re-recording of music from music libraries. In 1938 the union included a contract provision allowing music to be used only in the picture for which it was recorded. The studio musicians are among the best paid in the profession and average 130 days of work per year.<sup>1</sup>

In 1944 the musicians negotiated a guaranteed annual wage for certain of their members. Each studio agreed to enter into personal contracts with a specified number of musicians guaranteeing each musician \$5,200 per year.

The Musicians' contract provides a series of different rates for appearing as a musician in scenes actually photographed, for recording, for playing as a single musician, etc. and varying also according to the weekly guarantee. In 1944, the rates varied from \$2 to \$10 per hour. Special piece work rates are provided for arrangers, orchestrators, copyists, and proofreaders. The contract also provides premiums for musicians who "double" on instruments. For travel time to location the musicians receive \$5.00 per hour in addition to the regular rate.

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1. Studio Unemployment Conference, Survey of Employment Earnings, p. 19

The 1946 contract for the musicians was signed in April, 1946, to run for a  $2\frac{1}{2}$  year period. The contract provides for a 33% increase in rates and two weeks vacation with pay. The number of musicians to be guaranteed an annual salary was increased for each studio. Twentieth Century Fox, Metro Goldwyn Mayer and Warner Brothers are to guarantee 50 musicians an annual salary of \$5,200, while the other studios agreed to contract with from 36<sup>1</sup> to 45 musicians for the annual guarantee.

The musicians made concessions in the 1946 contract regarding the use of sound track. Prohibitions formerly included in the contract were withdrawn.

The provisions agreed upon were substantially less than originally demanded by the Union. Mr. Petrillo had requested a 100% wage increase and annual guarantees to 90 musicians by each studio.

The first efforts to organize the screen actors came from Equity, the actors' union in the legitimate theatre. The Associated Actors and Artists of America gave Equity jurisdiction over motion picture actors. Equity had little success in Hollywood for many of the actors were apathetic, and those who were in a union, the Screen Actors of America, refused to be absorbed.

When the Motion Picture Producers and Distributors Association was formed in 1922, Equity proposed a standard contract but did not succeed in getting it adopted. Another organizing campaign was conducted in 1924 without success.

In 1926 when the crafts and the musicians were recognized by the Producers, the Producers established the Academy of Motion

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1. Variety, May 1, 1946

Picture Arts and Sciences, an employee representation plan to promote industrial harmony. The Academy had five branches-- producers, writers, directors, actors and technicians. Individuals were admitted by invitation only. Each branch had an executive committee.<sup>1</sup>

In 1927 the Producers announced a 10% salary cut for all non-union labor. The Academy protested the reduction, and as Equity was actively organizing, the Producers rescinded the salary cut. The introduction of sound into motion pictures had led to the importation of many stage actors who were members of Equity. With the increased strength, Equity tried to enforce its demands. Internal dissension and the failure of the other unions to support the strike resulted in its failure. Equity was no longer of importance in Hollywood.

In 1927 the actors' branch of the Academy secured a standard contract for free lance actors providing a six day week, a definite starting date, and a week's dismissal pay. Later a Conciliation Committee was set up in the Academy to consider grievances and it functioned successfully for several years. In 1930 the eight hour day was adopted.

The Academy was guided by the Producers. The foundation members were selected by the producers, other members were not eligible for the Board of Directors and the by-laws could not be amended.

In the bank moratorium in 1933, several of the studios closed. The Academy sponsored a salary reduction plan providing that the higher paid employees would receive only 50% of their

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1. Murray Ross, Stars & Strikes, p. 27

salary for an eight weeks' period. The studios were to return to the regular salary when they were able to do so. Warners and Goldwyn refused to restore the salary cuts and much dissension followed. The prestige of the Academy suffered seriously.

There was an attempt to revive the influence of the Academy in 1933 by a revision of its constitution. The group that had dominated the Academy was abolished and the membership extended. The contributions of the Producers were used only for research. Every effort was made to make the Academy appear free from the domination by the Producers.

An artist-agent-producer code was established limiting the agent's commission to 10%. The Commission was to be paid only on those engagements actually secured by the agent. Disagreements were to be arbitrated by the Academy. This code was endorsed overwhelmingly by the Academy membership in September, 1933.

In drafting the N.R.A. code for actors, the Producers included provisions very advantageous to themselves but unfavorable to the artists. "Raids" on talent were to be abolished. All offers for an artist were to be registered. Agents were to be prohibited from soliciting better offers and then advising the artist to break his contract. Excessive salaries were to be controlled, etc.

On the basis of these proposals, the actors withdrew from the Academy, whose president was on the Code Committee, and founded the Screen Actors Guild. The Actors protested the proposed provisions, but the code issued in November, 1933, included the producer's proposals. These provisions were suspended by Executive

Order upon appeal to the President by the actors' group.

In 1934 Equity surrendered its jurisdiction to the Screen Actors Guild and it was chartered by the Associated Actors and Artists of America. The Guild has complete autonomy and exclusive jurisdiction. Through this affiliation, the Guild became a member of the California State Federation of Labor and the Los Angeles Central Labor Council. The Guild sought recognition in 1936 and 1937 but was not successful. In May, 1937, the Producers recognized the Guild after the actors had voted 99% in favor of a strike.

The Basic Minimum Contract signed in 1937 to run for a ten year period provided for a 100% Guild shop for extras, stuntment, day players, free lance players and stock players. For the stars and featured players 10% leeway was allowed for the first five years with a closed shop after that period. The actors were pledged not to strike during the term of the contract even if other groups went on strike.

Important concessions were made in the wages and working conditions of the lower paid actors. The minimum scale for extras was \$5.50 per day, for stand-ins \$6.50 per day. Day players were to receive a minimum of \$25.00 and stunt men \$35.00 per day. Straight time was to be paid for travel time to location. Free lance players, those employed for a specific picture, were to be guaranteed one week of employment. Contracts for a production with the time period unspecified were prohibited unless the player received in excess of \$20,000 per picture. A written contract was to be made with all actors. Any player earning less than \$200 per week was to be paid straight-time overtime for hours worked

over 54 per week. A twelve hour rest period was to be allowed between calls.

The minimum rate for stock players, actors employed for more than one picture, was \$50 per week and stock players earning less than \$150 per week were to have a twelve week guarantee. Stock players and term contract players (actors with contracts for 12 weeks and \$150 per week minimum) were allowed six holidays with pay. Double time was to be paid for holidays when worked. Actors could not waive any of the provisions of the standard contract without the permission of the Guild.

A committee of four was established to handle disputes. If conciliation by the committee failed, the case was to be arbitrated by a panel composed of one member selected by the Guild and by the Producers, and a third member selected by these two. Stock players and contract players were not subject to the arbitration proceedings.

Special committees were set up to work out special problems. When the reports of the committees were submitted the following additional provisions were added to the contract. "Weather permitting" calls were allowable for extras and day players earning less than \$100 per day, except for work on the studio stages. One fourth of the check was to be paid if the call were cancelled. Day players were to be paid for makeup time if such time exceeded 1 hour per day.

The contract was reopened in 1938 and some modifications were made. A standing committee was provided to interpret the provisions of the agreement. Day players earning less than \$200

per day were to be paid time and one-half for holidays, Sundays and overtime. Travel time was to be considered as work time. Overtime while traveling was to be paid for at straight-time rates. When on location, if travel to the set exceeded 45 minutes, such travel time would count as work time.

In 1941 further modifications were made. Extras were increased to \$10.50 per day if less than 30 were used in the scene. Standins were to be paid \$8.25 per day. Dancers, swimmers and skaters were to be paid \$13.75 per day. Singers were to be paid \$15 per day for rehearsal, \$20 per day for recording, and \$10.50 for mouthing to playback. Dress extras were continued at \$16.50. The contract became increasingly complicated as the rates for additional types of actors were determined. The 1941 contract provided for special rates to be established for dwarfs and fire-eaters, etc.

The number of hours to be allowed for costume fittings was limited according to the length of the engagement. The minimum for free lance actors was increased to \$100 per week and to \$200 per week for stuntmen.

The present contract is very complicated due to the varying types of players and the detailed provisions on working conditions allowed the various groups. The ten year contract will expire in June, 1947. The Screen Actors Guild is preparing a new contract with a revision of the franchise agreement with the Artists<sup>1</sup> Managers Guild.

The extra players in the Screen Actors Guild were members of a Junior Guild and governed themselves in this branch with their

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1. Variety, January 9, 1946

own officers. The actions of the Junior Guild were subject to a veto by the Board of Directors of the Guild, but the veto was seldom exercised. As the extras had numerical predominance, they would otherwise have been able to control the Guild.

The Guild undertook to decasualize the extra labor supply in order to retain a minimum number of extras who would be able to make a living from extra work. The membership of the Junior Guild decreased from 11,000 in 1937 to 6,500 in 1940. Some of the members of the Junior Guild complained that the Guild was not democratic. The Junior Guild was then abolished and the entire Guild governed by the Board of Directors.

Some screen extras left the Screen Actors Guild in July, 1944, and founded the Screen Players Union, an independent union, because they considered representation in the Screen Actors Guild to be inadequate. A rival union was also established, the Screen Extras Guild, which is affiliated with the A.F.L. An election was to be held to determine the bargaining agent, but the Screen <sup>1</sup> Players Union withdrew in favor of the Screen Extras Guild. A contract with the major studios was signed in April, 1946, <sup>2</sup> giving better working conditions than formerly enjoyed.

The first organization of screen writers, the Photoplay Authors' League, was founded by Frank Woods in 1914, to protect the members' rights. In 1920 the Screen Writers Guild, affiliated with the Authors' League of America was founded to secure copyright legislation, screen credits for members, give legal aid to members, secure increased compensation, and to handle grievances.

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1. Variety, March 13, 1946  
2. Variety, April 3, 1946

The Guild tried to secure a standard contract but was unsuccessful.

The salary cut in 1927 was opposed by the Screen Writers' Guild as well as by the Academy, although the Academy got the credit when the cut was rescinded. The Academy drew up a standard contract with the Guild's assistance which was accepted by the producers. The Guild lost importance but was revived in 1933 when the salary waiver plan was sponsored by the Academy. Many screen writers left the Academy in April, 1933, and although the Academy succeeded in securing a better contract, the writers were alienated.

In 1936 a new constitution was adopted. A split in the group occurred and the Screen Playwrights was founded by some of the more conservative members.

When the N.L.R.A. was declared constitutional, the Screen Writers' Guild petitioned for an election. The Producers questioned the coverage of the writers under the Act, holding the writers to be individual contractors rather than employees. The Board, however, conducted the election and certified the Screen Writers' Guild as the bargaining agent for eighteen studios in 1938.

Negotiations toward a contract were unsuccessful and the Guild filed charges of unfair practices. During the hearing before the Board, the Producers agreed to recognize the Guild if the Guild would sign a ten year contract and would agree that material written during lay offs was the property of the Producer. The hearings before the Board were resumed. The Board voided the contract the Producers had made with the Screen Playwrights. A contract was signed in 1940 with the Screen Writers' Guild to run for a 7 year term providing a 80% union shop, which was later

increased to 90%. A minimum salary of \$125 per week was established. Writing on speculation was banned. Any writer hired at less than \$250 per week was to be guaranteed two weeks' work, and if paid \$250-500 per week, one week was to be guaranteed.

Writers employed for eight weeks were to receive one week's notice and writers employed for 52 weeks were to receive two weeks' notice. The Producers were to pay location expenses. Screen credits for story material were to be determined by the Guild. Questions involving interpretation of contract provisions were subject to arbitration. The writers, however, did not get ownership of material written during layoff periods.

In 1939 50% of the members of the Screen Writers' Guild earned less than \$120 per week. Only four members received over \$2,000 a week, the highest being \$3,750 per week.<sup>1</sup> On the average the writers worked 24.4 weeks during the year.

The Screen Directors' Guild was formed in 1936 and included assistant directors, members of the production unit and managers. The Producers refused to recognize the Guild and said that the unit was not an appropriate one for collective bargaining for it included the directors who supervised the other employees in the same Guild. The Producers held that the Directors were not "employees". A compromise was effected. Unit managers formed their own Guild and the directors established a junior membership in the Screen Directors' Guild for the assistant directors. The Directors negotiated for both unions and an agreement was signed in 1939 for a nine year period.

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1. Los Angeles Examiner, February 29, 1940

The Guild secured an 80% Guild shop, provisions regarding screen credits, and provision for the settlement of disputes. The Assistant directors were given a 10% wage increase. First assistant directors received a minimum of \$125 per week, if on contract, and \$137.50, if free lance. Second assistant directors received 90¢ an hour for the first two years, with \$1.00 thereafter. Overtime was paid at time and one-half. Six holidays with pay were provided, and a six hour minimum call allowed. The Unit Managers' Guild received the same benefits with a minimum salary of \$150 per week.

The Guild and the Producers have had very friendly relations. The Guild is a professional organization and does not restrict new talent, and cooperates with the producers to improve the films.

In the current negotiations the Screen Directors request a 25% increase with a minimum of \$312.50 per week for directors and \$416.50 per week for producers. The Guild also wants a closed shop to replace the present 80% shop. The new contract has not yet been determined.

The major distinguishing feature of the labor relations in motion picture production is the type of worker represented by unions. The creative talent groups with fabulous incomes as well as other professional groups have formed unions and bargained collectively. Often professional workers have identified their interests with those of management and have not organized into labor unions. The factors underlying the organization of the professional workers in motion picture production are difficult to determine. The tradition of organization in stage productions,

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1. Variety, March 20, 1946

and the protection of the workers' own economic interests were factors. In addition there was a desire to help the less fortunate members of the profession. The Screen Actors Guild sponsored reforms in rates and working conditions for the extra players and the Screen Directors Guild sought improved conditions for the assistant directors and unit managers.

The insistence of the Producers on using the N.R.A. code to further their own interests at the expense of the desires of the artists, threw the talent groups into the arms of trade unionism. Until this time the Academy had enjoyed considerable success as an employee representation plan. After the N.R.A. code was formulated, the talent groups left the Academy for their own guilds and the Academy has since functioned only as a research organization and to give yearly screen awards.

For the professional guilds, the guild contract determines only the minimum rates and basic contract provisions. A high proportion of the individual employees are employed "on contract". Such personal contracts are typical of the actors, writers, directors, composers and lyricists. A considerable number of the semi-professional workers, publicists, etc. and highly skilled technical workers, cameramen and soundmen, are also hired on personal contracts. When a substantial number of the members of a guild are "overscale" employees, the union has a problem in bargaining. Individual bargaining is the basis of the personal contracts, and the union's bargaining for the basic minimum contract may affect only a minority of the workers. Some unions have found it difficult to keep the loyalty and support of

"overscale" members under these conditions.

The labor unions in the motion picture industry are notorious for two of the worst features of the trade union movement--jurisdictional disputes and union racketeering.

The jurisdictional disputes in motion picture production have been numerous and severe. Some means of preventing further strife is essential. In the current contract negotiations the Producers have submitted proposals to settle disputes over jurisdiction. Certainly the American Federation of Labor should recognize its responsibility and provide some method of preventing further strikes. The record of jurisdictional disputes of the last twenty-five years in the motion picture industry is a serious reflection on that organization. The Producers have played the major groups against each other. The craft workers were used to break a strike by the Alliance, and Alliance members were strike breakers in the recent dispute over the set decorators. The rivalry between the craft unions and the Alliance locals gives no basis for effective action--a united front is essential.

The Browne-Bioff affair is one of the most widely known stories of labor racketeering thanks to Westbrook Pegler who has revived it whenever he was lacking another subject for a column. It is interesting to note that Mr. Pegler's attention was directed to Browne and Bioff by the efforts of individual members of a local to gain democratic control. Mr. Pegler does not give the union members the credit for this attempt however. He blames the unions for selecting such leadership when actually these men were forced upon the workers by the action of the Producers.

The workers have had a difficult time in securing

democratic control over their unions even with Browne and Bioff in the penitentiary. The officials who inherited the Alliance when Browne and Bioff were sentenced are considered by some union members to be a continuation of the former leadership. There is a current movement to oust Mr. Walsh as president of the Alliance this year. Suits are still pending requesting an accounting of the money collected under the special assessment. Certain of the unions affiliated with the Alliance consider it preferable to reform the Alliance rather than to withdraw from it. These unions recognize the tremendous power resulting from control of exhibition theatres. Such control is an important threat in negotiations with the producers.

The union racketeering problem is but a corollary of the Producers' interest in preventing strong, effective union organizations. The Producers sponsored Browne and Bioff. Mr. Schenck admitted in the trial that these men came to Hollywood at the invitation of the Producers. The Producers also instituted the Studio Basic Agreement providing a setup to divorce union control from the membership. Evidently the Producers prefer to deal with autocratic labor leaders than to bargain with representatives responsible to the membership of the local.

Another of the major problems in the industry at present is the shrinkage of employment opportunities and the casual nature of the work. Few of the craft workers are regularly employed. Of the carpenters, painters, plasterers, and laborers, only 20% have regular employment. While the hourly rates are high, the average annual earnings are often low. All attempts by

the crafts to set manpower requirements have been unsuccessful, except for the Musicians. The Producers have resisted attempts to institute minimum "crews". The locals have tried to get all hiring done through the Union hiring hall but have not been successful.

The job scarcity has led to closed unions. Most of the unions admit new members in extraordinary circumstances only. According to testimony before a War Labor Board Panel, the cameramen's union has not admitted a new member since 1938. The unions have regulations to prevent the transfer of craft workers from non-studio to studio work. High initiation fees and dues, and a low ratio of apprentices to journeymen are also in effect.<sup>1</sup> As a result of these restrictions there has been a decline in membership and an increase in the average age of the members.

The various crafts guard their jobs jealously. A janitor who sweeps the stages cannot sweep the grounds, for this work is divided between two different unions. The division of work by craft decreases the flexibility of the labor force and increases the cost of production.

The Producers have not faced the problems of casual employment squarely. They have only recently begun studies of the casual nature of production and possibilities of stabilized employment. Certain crafts have proposed guaranteed annual wages with lower hourly rates than are presently in effect.<sup>2</sup> Other unions prefer to share the work for it allows a wider membership and increases dues. The seasonal low<sup>in employment</sup> in February and March results from the

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1. Ross, loc. cit., p. 216  
2. Variety, April 17, 1940

annual production schedule rather than from a natural factor.

The Producers have made a big contribution to the welfare of their employees in establishing Central Casting Corporation to eliminate the abuses of private employment agencies. Central Casting was established in December, 1926, under pressure for reform by the State Department of Industrial Welfare. A minimum wage order was issued at that time defining the working conditions of women and minor extra players.

The collective bargaining picture in the motion picture industry leaves much to be desired--both in form and spirit. Since the N.L.R.A. was passed the studios have scarcely known a quiet day. The Board's offices have been frequently by many groups from laborers to directors. Many cases have been filed charging refusal to bargain, blacklisting, company domination, union racketeering, etc.

The number of unions in motion picture production and the diversity of behavior makes generalization precarious. However, in general the Unions have succeeded in securing high wage rates and good working conditions compared to those in effect in other industries. The unions have made only limited progress on the problem of job security with the seniority provisions and dismissal pay, etc. The major problem of job security is yet unsolved.

The high wage rates and rigid division of work has increased costs. While the cost of the craft workers on production is not a substantial part of the total, the labor cost including the talent groups is most significant. The increased costs may eventually curtail employment. The major studios are facing

increasing competition by foreign producers. The changes in the ownership of the theater chains now owned by the major studios as is required by the government's anti-trust suit can be expected to change production schedules.

The outlook of the various crafts is to the protection of their own members, sometimes their "Senior" members, rather than for employees of the industry in general. There is no evidence of a program extending to a general labor movement. The craft unions/are not equipped to deal with the major problem of job security, which requires social outlook and a national program.

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