

NETWORK TELEVISION AND UNION CONTRACTS

BY

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DEDICATION

To my parents.

PREFACE

The purpose of this thesis is to give some indication of the close and complex relationship between network television and the American labor unions. Perhaps twenty men, the Directors of Labor Relations for each of the three networks, know the full story of labor in the television industry. This thesis is primarily concerned with the personnel, and the unions to which they belong, who are involved in the broadcasting of a national network television program. There are also a number of unions whose members perform secondary, but nevertheless vital, functions in network operations, which will also be considered in this paper. The most obvious method to determine the existing relationships between the unions and the networks is an examination of contracts.

Letters were sent to the American Broadcasting Company, the Columbia Broadcasting System, and the National Broadcasting Company, asking for a list of the unions with which they had contracts. Letters were then sent to each union so listed, requesting a copy of their basic minimum contract with the networks. Those unions who did not reply to the first letter were sent follow-up letters, and finally long distance phone calls were

put through to the Directors Guild of America, and the American Federation of Musicians. Assistance in contacting unions was also requested from the American Federation of Labor - Congress of Industrial Organizations.

Interviews with Mr. Harold Kocin, National Representative for the American Federation of Television and Radio Artists, and Harvy Palash, Eugene Purver, and Oliver Turner, Directors of Labor Relations for ABC, CBS, and NBC, Los Angeles, respectively, provided background information, as well as explanations of confusing contract details. The information for Chapters One and Two was found in the references listed in the bibliography.

Chapter One is a brief summary of the history of broadcasting in the United States. Chapter Two traces the development of the labor movement in America, including the first attempts to organize the television industry. Chapter Three is devoted to brief histories of the unions in the industry (where available) and an examination of each contract. And Chapter Four contains findings and conclusions.

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Walter F. Diehl, Richard F. Mahn and Joseph Klima of
International Alliance of Theatrical Stage Employees;
Rudy Karnolt of United Scenic Artists; Abraham Weiss and
Lyne Pendleton of International Brotherhood of Teamsters;
Martin Rarback of Brotherhood of Painters, Decorators and
Paperhangers of America; International Union of Operating
Engineers; and Anthony G. Weinlein, William F. Quirk and
Howard Sweitzse of Building Service Employees'
International Union.

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CHAPTER ONE

THE BEGINNINGS

Network television had its foundation in network radio. To fully understand network operations it is necessary to look briefly at the history of broadcasting.

The principle behind broadcasting can be traced back to 1864, when the British scientist James C. Maxwell laid down the theory of electromagnetism, and predicted the existence of the electric waves now used in radio.¹ The first major discovery directly concerning television was the scanning disk, developed in 1884 by Paul Nipkow, a German scientist.² Three years later another German, Heinrich Hertz, showed that rapid variations in electric current could be projected into space in the form of radio waves that were much like light waves. Hertz thus discovered the theory upon which modern radio is based.³

The possibilities of radio were apparently more attractive than television, and they were certainly more in the foreseeable future. In 1895 a twenty-one year old

¹ Giraud Chester and Garnet R. Garrison, Radio and Television, (New York; Appleton-Century-Crofts, Inc., 1950), p. 19.

² Ibid, p. 41.

³ Ibid, p. 19.

Italian, Guglielmo Marconi, transmitted a message by wireless across his father's estate in Bologna. Two years later he organized a British company, referred to as British Marconi, for wireless point-to-point and ship-to-shore communication. In 1899 this company, later known as the Marconi Wireless Telegraph Company, Ltd., incorporated an American subsidiary, the American Marconi Company.⁴

In 1904 the British made another important contribution when John Ambrose Fleming invented the vacume tube. A Canadian, Reginald Fessenden, and an American, Dr. Lee De Forrest, immediately and separately started refining the Fleming tube. Fessenden won the race and, on December 26, 1906, first projected speech by radio with his heterodyne system.⁵ His transmission was accomplished through the use of an alternator developed by Ernest Alexanderson of General Electric. Alexanderson also developed the means of coupling the microphone to the antenna with electron tubes.⁶ DeForrest projected speech five days

⁴Llewellyn White, The American Radio, (Chicago; the University of Chicago Press, 1947), p. 11.

⁵Chester and Garrison, Op. cit.

⁶Sydney W. Head, Broadcasting in America, (Boston; The Riverside Press Cambridge, 1956), p. 103.

later, using the audion tube which he had developed. Then in 1908 DeForrest called public attention to his work by broadcasting recorded music from atop the Eiffel Tower in Paris.⁷

The first reculation of American radio by the federal government was the Wireless Ship Act of 1910, which forbade any passenger ship of major size to leave this country unless it was equipped with radio communications equipment and a skilled radio operator. Then in 1912 the United States ratified an international radio treaty, and the need for general regulation of radio in America became urgent. So Congress enacted its second piece of radio regulation, the Radio Act of 1912. This statute made it mandatory for any person operating a radio station to have a license from the Secretary of Commerce. However the Act did not set aside any particular frequencies for privately operated broadcasting stations, so Secretary of Commerce Hoover arbitrarily selected the frequencies 750kc and 833kc for this purpose.⁸

With the United States' entry into World War I, the U.S. Navy took over operation of all the American radio stations. Indeed the Navy was greatly responsible for

⁷ Chester and Garrison, Op. cit.

⁸ Ibid, p. 28.

breaking the strangle-hold that American Marconi had over radio in this country.⁹

After the war interest in radio grew steadily. The most prominent American companies involved in research were General Electric, Westinghouse, Western Electric and American Telephone and Telegraph. In 1919 General Electric evolved a plan to organize a new company, controlled by American capital, to hold all the major radio patents. Thus the Radio Corporation of America came into being. RCA bought out American Marconi on November 20, 1919, and entered into cross-licensing agreement with the other major companies.¹⁰

The year 1919 also saw Dr. Frank Conrad, of Westinghouse, play records in his Pittsburgh garage, and broadcast them over the homemade antenna of his amateur station 8Xk. In 1920 his station adopted the call letters KDKA, and became the first licensed station on the air. Its first broadcast was the returns of the Cox-Harding election, on November 2, 1920.¹¹

Technology also advanced in 1920, when Edwin Armstrong patented his superheterodyne circuit. This

⁹ Head, Op. cit.

¹⁰ Chester and Garrison, Op. cit., pp. 20-21.

¹¹ Head, Op. cit., pp. 106-107.

circuit increased the sensitivity of receivers so that outdoor antennae were no longer necessary.¹²

KDKA again made news in 1921 when it rented A.T.& T. telephone lines to carry a church service. This gave A.T.& T. the idea of owning a station itself, and on August 16, 1922, it opened WEAF in New York. WEAF was the first station to air a paid announcement. Other companies which acquired stations in the same year were RCA, General Electric and Westinghouse.¹³

Network broadcasting was inaugurated on January 4, 1923, when A.T.& T. broadcast a program simultaneously over WEAF and WNAC, a Boston station. Within three years A.T.& T. had a regular network of twenty-six stations, which reached as far west as Kansas City. RCA also tried to build up a network, but was hindered by the fact that it had to use telegraph wires, which were not meant for transmission of the human voice. Fortunately for RCA, A.T.& T. decided to withdraw from broadcasting and in 1926 sold WEAF to RCA.¹⁴ Then, September 9, 1926, RCA formed the National Broadcasting Company to control the Red (WEAF) and Blue (RCA) networks. Thus the first broadcasting network in the United States was formally

¹² Ibid., p. 103.

¹³ White, Op. cit., p. 14.

¹⁴ Chester and Garrison, Op. cit., p. 26.

organized.¹⁵

The following year a second network came into being as the United Independent Broadcasters, Inc., on January 27, 1927. The Columbia Phonograph Company became interested in the venture through the Columbia Phonograph Broadcasting System, which was organized in April, 1927, to serve as the sales agency of United. However they couldn't sell enough time to cover the venture so the Columbia Phonograph Company withdrew from the project, leaving United all the capital and stock of the sales company. United then took over the name Columbia Broadcasting System. William S. Paley and his family bought a majority of the stock, and Paley became Chairman of the Board. Under his leadership CBS began to make money.¹⁶

While all this expansion and development was taking place, more and more radio stations were going on the air. They didn't bother to stick to their assigned frequencies and wave lens so stations were constantly jamming each others' signals. Public and broadcasters alike were crying for government regulation. So for the third time the government passed an act with direct bearing on the radio industry. The Radio Act of 1927 proclaimed that the air waves were public property and were to be used only by

¹⁵ Ibid., p. 27.

¹⁶ Ibid.

individuals who were granted authority under short term leases granted by the government. These leases would be granted when the public interest, convenience or necessity would be served. The Act also created the Federal Radio Commission to administer the law. This body was given the right to assign any power, frequency or time limitations to the stations to whom it granted licenses.¹⁷

During the development and expansion of the radio industry television was not completely neglected. The hopes for a mechanical scanning line reached their peak in the late 1920's. C. F. Jenkins, who was the first to successfully demonstrate the system in public, formed a company to commercially exploit his work. It did not succeed. But an attempt at electronic technology did succeed, when Baldimar Zworykin developed the iconoscope, an all electric television tube in 1923.¹⁸

Another pioneer in the field of a completely electronic television system was H. E. Ives of A.T.& T.'s research laboratories. His primary interest was in wire transmission of pictures. He sent a closed-circuit television picture of Secretary of Commerce Hoover from Washington to New York in 1927, and by 1929 successfully

¹⁷ Ibid., p. 28.

¹⁸ Head, Op. cit., p. 154.

reproduced color pictures.¹⁹

The radio Group (GE, Westinghouse, Western Electric, and RCA) also began television research in the 1920's. By 1930 RCA had taken over the project. Philo Fransworth and Allen B. Dumont also made important contributions. Dumont went into business for himself by manufacturing the oscilloscope tube in 1931. This tube, a cathode ray tube is similar to the television receiving tube, and is one of the basic tools in tv research.²⁰

The advancements in television did not dampen the enthusiasm for radio, and in 1934 a third broadcasting company, the Mutual Broadcasting System, came into being. It was different from the two existing networks in that Mutual was owned by the four stations who made up the network, rather than the networks owning the four stations.²¹

Another major piece of government legislation was passed this same year. The Communications Act of 1934 reaffirmed most of the Radio Act of 1927. It also set up the Federal Communications Commission to replace the Federal Radio Commission. The FCC had substantially the

¹⁹ Ibid.

²⁰ Ibid.

²¹ Chester and Garrison, Op. cit., p. 27.

same powers and responsibility as its predecessor, plus jurisdiction over wired communications.²²

1939 was an important year for television. The "new" medium was first seen by large numbers of people at the New York World Fair, where NBC put on a demonstration. Dumont marketed the first home television receiver. And NBC is credited with starting the first regular telecasts over their experimental station W2XBS.²³

The Mutual Broadcasting Company was worried more about its position in radio than about any television demonstrations. It was constantly complaining to the FCC that NBC and CBS were not giving Mutual a chance to develop to its fullest. Finally, the FCC made a complete investigation of network broadcasting practices, and in 1941 adopted a set of "Chain Broadcasting Regulations." NBC and CBS fought the rules all the way to the Supreme Court where the FCC won the decision. The two major developments of the Regulations were: 1) NBC and CBS lost their corner on the talent, and 2) NBC was forced to sell one of its networks. NBC sold the Blue Network to a candy manufacturer, Edward Nobel, who changed the name to the American Broadcasting Company.²⁴

²² Ibid., pp. 30-31.

²³ Head, Op. cit., p. 155.

²⁴ Ibid., p. 141.

The first television standards of operation were evolved by the National Television System Committee. The NTSC was an industry-side committee of engineers, set up by the FCC to recommend standards for the industry. The NTSC proposed that there be 18 VHF channels, located between 50 and 294mc, and that the standard picture be made up of 525 scanning lines. In May, 1941, the FCC authorized full commercial operation on these standards. But on April 22, 1942, before mass production could get underway, the government decreed that all production of civilian goods, such as tv sets, be discontinued in favor of war supplies. There were only six stations on the air during World War II.²⁵

After the war licensing was renewed, and the FCC (over CBS' loud objections) gave black-and-white television operations the nod.²⁶ But television expansion was again halted on September 29, 1948, when the FCC suspended all pending applications for stations. This was the start of the famous freeze, during which the FCC settled engineering and policy questions. The 108 stations that were already on the air saw the development of the coaxial cable and microwave network which joined the

²⁵ Ibid., p. 157.

²⁶ Ibid., p. 158.

East Coast to the West Coast in 1951. Finally, June 1, 1952, the freeze came to an end. The results were 12 VHF channels, numbering 2 to 13, and 69 UHF channels, numbering 14 to 83. A table of assignments was drawn up to give channels to some 1,291 communities. About ten per cent of the assignments were reserved for educational purposes.²⁷

There was also a fight over various color systems taking place at about the same time as the freeze. The FCC adopted the standards proposed by CBS, to be effective November 20, 1950. Then RCA filed suit against adoption of the standards, and May 28, 1951 the Supreme Court ruled in favor of the FCC. The Office of Defense Mobilization then asked the television companies to delay manufacture of color sets during the Korean War. During this time the NTSC had tried to find an alternate color proposal. Finally on December 17, 1953, the FCC adopted a new color code, based upon the NTSC standards.²⁸

While NBC and CBS were see-sawing back and forth for the lead in both radio and tv, the other networks were not so well off. Mutual did not even attempt to go into television. Dumont tried to form a television-only

²⁷ Ibid., p. 161.

²⁸ Ibid., p. 162.

network, but threw in the sponge in 1955. ABC was near financial disaster when a merger with Paramount Theater brought in new funds, and new ideas.²⁹ Today there are three major television networks, NBC, CBS and ABC. All three are fairly healthy and all three claim to be the leaders.

²⁹ Ibid., p. 163.

CHAPTER TWO

THE AMERICAN LABOR MOVEMENT

The history of the labor movement in America dates back 123 years before Maxwell's theory of electromagnetism. In 1741, New York bakers went on strike in protest against the municipal regulation of bread.¹ This was the first strike in America's history. However the first attempt to permanently organize wage earners in a union did not take place until 1792. In that year the shoemakers of Philadelphia tried to unite. Their efforts only lasted a year, but in 1794 they tried again under the name The Federal Society of Journeymen Cordwainers, an organization which remained until at least 1806. In 1799 this group conducted the first organized strike.²

Other crafts, such as printers and carpenters, also organized in 1793. These unions were usually weak because they were confined to local areas, and because not all the workers of a given craft were included. Their aims were

¹ Bureau of Labor Statistics, Brief History of the American Labor Movement, (Washington, D.C.; U.S. Government Printing Office, 1957), p. 3.

² Selig Perlman, A History of Trade Unionism in the United States, (New York; Augustus M. Kelley, Inc., 1922), p. 2.

the same as those of present day unions: welfare activities; higher wages; shorter hours; and the principle of exclusive hiring, better known as the "closed shop."³

Management attempted to fight unionism through hiring nonunion workers. Between 1806 and 1814 the fight against unions was also carried on in the courts of New York, Philadelphia and Pittsburgh. The basic legal argument was that unions were "conspiracies in restraint of trade," an argument which came from the old English common law doctrine which regarded combinations of workmen to raise wages as a conspiracy against the public.⁴

According to Perlman,

"A labor movement presupposes a feeling of solidarity which goes beyond the boundaries of a single trade and extends to other wage earners. The American labor movement began in 1827, when the several trades in Philadelphia organized the Mechanics' Union of Trade Associations, which was, so far as is now known, the first city central organization of trades in the world."⁵

The biggest move toward the formation of city centrals took place between 1833 and 1837.⁶ They originally intended to be moderate groups, and not strike unless the

³ Bureau of Labor Statistics, Op. cit., p. 1.

⁴ Ibid., p. 3.

⁵ Perlman, Op. cit., p. 9.

⁶ Joseph G. Rayback, A History of American Labor, (New York; The Macmillan Company, 1959), p. 76.

entire federation approved; however, support of strikes for the ten-hour day soon became their chief activity. These strikes were so successful that by the close of 1835 the ten-hour day had become standard for the Middle Atlantic States.⁷

The depression of the 1840's served to retard union growth, and even caused it to regress. As the economic status of the United States improved, the workers went back to their unions, only to leave them again during the depression of 1857.⁸

The Civil War brought an upsurge in unionism, and in 1864 an attempt was made to establish a country-wide labor federation, the International Assembly of North America. Although this organization was short-lived, thirteen other national bodies were formed by 1865, some of which (cigar makers, plasterers, bricklayers and masons) are still in existence.⁹

There was a growing demand for unification of labor groups on a country-wide basis, and in 1866 the National Labor Union was established. The NLU aimed for an eight-hour day, consumers' and producers' cooperatives, abolition

⁷ Ibid., p. 77.

⁸ Bureau of Labor Statistics, Op. cit., p. 6.

⁹ Ibid., p. 8.

of convict labor, and the establishment by the national government of a Department of Labor.¹⁰ Always a politically minded organization, the NLU transformed itself into the National Labor reform Party at the 1872 convention. The party, and the union, collapsed when their presidential nominee, Judge David Davis of Illinois, withdrew his name from the race.¹¹

A more lasting organization was founded in September, 1869, by Uriah S. Stephens. This was the Noble Order of the Knights of Labor. The mystical name of the group, and its elaborate ritual, was designed to hide the fact that it was basically a local union of Philadelphia garment workers. This cloak of secrecy was adopted because of the extensive anti-union sentiment of the times. However most of the secrecy was abandoned by 1881.¹² The Knights began expanding by forming additional locals in other crafts. Then they formed district assemblies, which were made up of delegates from the locals. Finally, in January, 1878, thirty-three delegates met in Reading, Pennsylvania, to set up a General Assembly as the supreme

¹⁰ Foster Rhea Dulles, Labor In America, (New York; Thomas Y. Crowell Company, 1949), pp. 100-101.

¹¹ Ibid., p. 107.

¹² Bureau of Labor Statistics, Op. cit., p. 11.

authority.¹³

The general aim of the Knights was to create a co-operative society where workers could enjoy the wealth that they had created. The specific aims were an eight-hour day, equal pay for women, abolition of child and convict labor, and the establishment of cooperatives. They planned to achieve these goals through educational and political methods, rather than through collective bargaining.¹⁴

Although the union leaders were not in favor of strikes, it was through striking that the Knights gained national prominence, and most of its membership. Their most successful strike was against the Gould railway system in 1885. But the following year they lost a strike to the same company. This loss, and internal conflicts, led to the steady decline of the Knights of Labor as an influential factor in the labor movement. The Knights dissolved in 1917.¹⁵

A second attempt at uniting different unions into one national body took place at Pittsburgh in 1881. At that time representatives from six national unions, and

¹³ Dulles, Op. cit., pp. 13-14.

¹⁴ Bureau of Labor Statistics, Op. cit., p. 12.

¹⁵ Ibid., pp. 13-14.

from various assemblies of the Knights of Labor, founded the Federation of Organized Trades and Labor Unions of the United States and Canada, and elected Samuel Gompers its president.¹⁶ This organization was never really a strong one, and in 1886 merged with a group of craft unions who had withdrawn from the Knights of Labor. The new union was the American Federation of Labor, and Samuel Gompers was its president.¹⁷ The AFL's philosophy was that the only useful course of action was the gradual improvement of the economic conditions of the worker, and that collective bargaining was the chief tool.¹⁸ The new union grew slowly at first, then gained momentum in 1900. The largest increase in members to that time, took place during and after World War I. By 1920 an estimated seventy to eight per cent of all union workers belonged to the AFL.¹⁹

Labor made itself felt in politics between 1913 and 1915. There was no attempt to form a political party, but there was a push for government legislation. Of great

¹⁶ Harold U. Faulkner and Mark Star, Labor In America, (New York; Oxford Book Company, 1957), pp. 105-106.

¹⁷ Ibid.

¹⁸ Bureau of Labor Statistics, Op. cit., p. 18.

¹⁹ Ibid., p. 15.

interest were: the creation by Congress of a separate Department of Labor in 1913; certain clauses in the Clayton Anti-Trust Act of 1914; the Seaman's Act of 1915; and the Adamson Act of 1916, which established an eight-hour day for railroad workers engaged in interstate commerce.²⁰

Labor's cause was definitely advanced during World War I by the establishment of a National War Labor Board. This body was created to promote union-management cooperation and to aid in the settlement of serious disputes which might interfere with wartime production. This was the first time in the history of the United States that a Federal labor agency set forth the right of workers to organize in trade unions and encouraged collective bargaining with employers through their chosen representatives.²¹

After World War I the truce between labor and management expired and industrial strife broke out on a greater scale than the country had ever before experienced. Wages were a major issue since the wartime rise of prices had continued while wages had remained static. Many employers were willing to meet the wage demands, but not

²⁰ Ibid., p. 18.

²¹ Ibid., p. 20.

the accompanying demands for union security. A National Industrial Conference failed to find a basis for labor peace, and the strife continued, much to the public's dismay.²²

During this period labor lost most of their strikes. The economic recession of 1921-1922 also worked against the labor movement.²³ Then the prosperity of the 1920's led the workers to feel that they did not need the unions any more.²⁴ Management helped to reduce interest in unions by making working conditions so favorable that labor had no complaints.²⁵ Then the Great Depression wiped out the labor market completely, and the AFL, which had been so complacent during the 20's had no strength to do anything but wait for better times.²⁶ In the meantime Congress passed the Norris-LaGuardia Act, which prohibited Federal injunctions in labor disputes, except as specified, and outlawed "yellow dog" contracts.²⁷

The election of Franklin D. Roosevelt brought the

²² Dulles, Op. cit., pp. 228-229.

²³ Ibid., p. 240.

²⁴ Ibid., p. 245.

²⁵ Ibid., p. 255.

²⁶ Ibid., p. 261.

²⁷ Bureau of Labor Statistics, Op. cit., p. 74.

famous (or infamous) New Deal. In May, 1933, the Federal Emergency Relief Administration was set up. It was followed by the National Industrial Recovery Act, the Civilian Conservation Corps, the Public Works Administration and the Civilian Works Administration.²⁸

One of the major pieces of labor legislation during the New Deal was the Wagner Act of 1935. It guaranteed employees the right to organize, to bargain collectively through representatives of their own choice, and to engage in concerted activities for their mutual aid or protection.²⁹ The act also created the National Labor Relations Board. This Board, as a Government agency, was given, among other duties, the following functions: to stop unfair labor practices used by employers to discourage or interfere with the self organization of employees or with the collective bargaining process; and to determine the bargaining unit in cases of controversy, and to supervise secret elections to let employees decide which, if any, union would represent them in collective bargaining.³⁰ Labor hailed this act as the first concrete

²⁸ Rayback, Op. cit., pp. 322-323.

²⁹ Harry A millis and Emily Clark Brown, From the Wagner Act to Taft-Hartley, (Chicago; University of Chicago Press, 1950), p. 29.

³⁰ Bureau of Labor Statistics, Op. cit., p. 24.

step toward just recognition of unions.

Other New Deal legislation which effected labor favorably were the Social Security Act of 1935; the Walsh-Healey Act of 1936, which maintained basic labor standards for materials or supplies furnished on Federal contracts which exceeded \$10,000; and the Fair Labor Standards Act of 1938.³¹

This pro-labor legislation has been called the most important effort to advance labor welfare in the history of the United States.³² It also helped to form a new labor organization.

The AFL was basically an organization of craft unions, with little sympathy for industrial unionism. The dissension between these two types of unions came to a head during the AFL convention of 1935,³³ where the principle of craft unionism was upheld by vote after a bitter debate.³⁴ The industrial unionists would not give up, and the presidents of eight unions, led by John L. Lewis of the United Mine Workers, met and organized a Committee for Industrial Organization which was to operate through

³¹ Ibid.

³² Rayback, Op. cit., p. 346.

³³ Ibid., p. 348.

³⁴ Ibid., p. 350.

the AFL. The leaders of the AFL were furious, and in 1936 suspended, finally expelled, the CIO unions, then ten in number.³⁵

In the meantime the CIO succeeded in organizing the steel industry. In March, 1937, the largest subsidiary of United States Steel, Carnegie-Illinois Steel, agreed to recognize the CIO's Steel Workers Organizing Committee as a bargaining agent for the steel workers, and granted a wage increase, an eight-hour day, and a forty-hour week.³⁶ The CIO also succeeded in organizing the automotive industry. These victories amazed both the public and the AFL. The AFL tried to get the CIO unions back into camp, but negotiations failed and in May, 1938, the Committee for Industrial Organization transformed itself into the Congress of Industrial Organization,³⁷ and elected John L. Lewis as president.³⁸

The effects were immediate. Both the AFL and the CIO began organizing in every possible area, and bitterly fought each other for members.³⁹ The resulting rash of

³⁵ Ibid.

³⁶ Ibid., p. 351.

³⁷ Ibid., pp. 361-362.

³⁸ Bureau of Labor Statistics, Op. cit., p. 28.

³⁹ Rayback, Op. cit., p. 363.

strikes made many enemies - not only within the unions, but also in management, and most important, in the public.

World War II brought labor and management together in a common cause, the defense of the country. After the declaration of war President Roosevelt called a conference of union and industry leaders. At the conclusion of the conferences, the President announced a pledge from union leaders not to strike during the war; and a pledge from management not to sanction lockouts. He also announced the establishment of a National War Labor Board to handle all disputes.⁴⁰ This agreement, along with a definite rise in employment, and the wider union recognition that accompanied wartime production, brought new increases in union membership.⁴¹

After the War, industry retooled for a civilian, peacetime economy. Many factories cut production hours back to forty hours a week, and some shut down almost completely. The unions went into action and demanded wage-rate increases of about thirty per cent,⁴² and in the autumn of 1945 started a series of strikes to support these demands.

⁴⁰ Bureau of Labor Statistics, Op. cit., p. 30.

⁴¹ Ibid., p. 31.

⁴² Ibid., p. 34.

The unsettled labor situation helped to revive the feelings of dissatisfaction that accompanied the Wagner Act. Many thought that unions were far too powerful, and that management had no chance at the bargaining table. The result of these feelings was the Labor Management Relations (Taft-Hartley) Act which became law on June 23, 1947, over a Presidential veto.⁴³ This act defined a list of unfair labor practices for both unions and management.⁴⁴ It banned or limited a number of provisions that unions liked to include in contracts, such as the "closed shop."⁴⁵ Needless to say labor leaders were infuriated and raised a continuous storm of protest, which has lasted to the present day.

Communist accusations had been hurled back and forth in the long battle between labor and management without much basis, but in 1949 the charge "Communist" had real meaning. The CIO expelled eleven unions charged with Communist domination in 1949 and 1950.⁴⁶ The members of these unions who disagreed with their leaders formed or

⁴³ Fred A. Hartley, Jr., Our New National Labor Policy, (New York; Funk & Wagnalls Company in association with Modern Industry Magazine, 1948) p. 102.

⁴⁴ Ibid., pp. 201-204.

⁴⁵ Ibid.

⁴⁶ Bureau of Labor Statistics, Op. cit., p. 40.

joined other unions. One of the most notable cases was the chartering of the International Union of Electrical, Radio and Machine Workers to replace the expelled United Electrical, Radio and Machine Workers.⁴⁷

The last major development in the American labor movement was the merger between the AFL and the CIO. There had been several unsuccessful efforts to unite the two groups, and the two presidents (Green of AFL and Murray of CIO) had become overly suspicious of the other union.⁴⁸ Much of the antagonism ended when Green and Murray passed away within two weeks of each other, in November, 1952.⁴⁹ George Meany became the new president of the AFL while Walter Ruether took the same position with the CIO.⁵⁰ Other factors which led to the merger were the end of the craft vs. industrial fight (both the AFL and the CIO had unions of each type), and labor's dissatisfaction with the Eisenhower administration.⁵¹

Both the AFL and the CIO agreed to a unity conference. This conference appointed a subcommittee to draw

⁴⁷ Ibid.

⁴⁸ Rayback, Op. cit., p. 422.

⁴⁹ Ibid., p. 415.

⁵⁰ Ibid., p. -

⁵¹ Ibid., p. 423.

up a program to eliminate the raiding of each other's members. In June, 1953, this subcommittee came up with a proposal that was quickly approved by the Executive Councils of both groups and sent to their affiliates who, in convention, ratified the no-raiding agreement. It became effective July, 1954.⁵²

Plans for a total merger soon followed. The Unity Committee met in October, 1954, and by February, 1955, had agreed on the terms of merger. The executive bodies of the AFL and the CIO ratified them. Then the committee drew up the constitution, which was published in May, 1955.⁵³ This constitution blended the major strengths of each body, and again the executive bodies of the two federations ratified it, this time with a speed that amazed the entire nation.⁵⁴

The founding convention of the AFL-CIO took place in December, 1955. George Meany, former AFL president and William F. Schnitzler, former AFL secretary-treasurer, were elected to the same offices of the combined federation. Walter Reuther, former CIO president, became head of the new Industrial Union Department, and a

⁵² Ibid., p. 424.

⁵³ Ibid., p. 425.

⁵⁴ Ibid., p. 426.

Vice President of the AFL-CIO.⁵⁵ This united organization is the guiding force behind the present American Labor movement.

When television started to emerge as a full-fledged industry in 1946, unions hurried to establish their claims. Those unions already established in the radio and motion picture industries moved the fastest, and often ignored jurisdiction lines that had previously been established. The general theory behind their actions was: "In a new industry the old rules don't count for much; you have to draw new jurisdictional boundaries."⁵⁶

The writers for television managed to avoid open warfare. Four writer's unions, the Radio Writers Guild, the Author's Guild, the Dramatists Guild, and the Screen Writers League, were interested in the new medium. Instead of fighting among themselves for recognition as the bargaining agent for television writers, they agreed to set up the Television Writer's Group, which was to guarantee all four unions fair representation.⁵⁷ This Group became the Writers Guild of America (WGA), which is the recognized union for all television writers.

⁵⁵ Bureau of Labor Statistics, Op. cit., p. 52.

⁵⁶ "Jurisdictional Jigsaw in TV," Business Week, (September 16, 1950) p. 124.

⁵⁷ Ibid., p. 126.

The establishment of a union for all television performers proved to be more difficult. The parent of all performer unions," the Associated Actors and Artists of America (4 A's), did not enter the field of television negotiations. Instead, six of its affiliates fought each other, and the networks, for recognition. These affiliates were the American Federation of Radio Artists, the American Guild of Variety Artists, the American Guild of Musical Artists, Chorus Equity, Actors Equity and Screen Actors Guild.⁵⁸ Screen Actors Guild bowed out, and after various compromises and agreements among the remaining unions the American Federation of Radio Artists was given jurisdiction over live television, and changed its name to American Federation of Television and Radio Artists.⁵⁹

There was no question of control over television musicians. The American Federation of Musicians, (AFM), under the leadership of James. C. Petrillo, had both the radio and the motion picture industry under complete musical control. The question was not if the AFM would

⁵⁸ Hugh Lovell and Tasile Carter, Collective Bargaining in the Motion Picture Industry, Vol. I of West Coast Collective Bargaining Systems, ed. Clark Kerr and Curtis Aller (10 vols.; Berkeley: Institute of Industrial Relations, University of California at Berkeley, 1955), p.49.

⁵⁹ American Federation of Radio and Television Artists, AFTRA: A Handbook for all Radio and Television Artists, (New York: American Federation of Radio and Television Artists, (1954), p. 5.

get jurisdiction, but when it would take it.⁶⁰

Perhaps the greatest battle for jurisdiction occurred among the technical unions. They were the International Allia~~n~~ced of Theatrical Stage Employees and Moving Picture Machine Operators (IA), the International Brotherhood of Electrical Workers (IBEW) and the National Association of Broadcast Employees and Technicians, (NABET).⁶¹ The IA started in 1893 as a union of backstage carpenters, electricians and property-men. When motion pictures appeared the IA claimed projectionists in the movie houses, and the same jobs in the studio that IA men had had on stage.⁶² As television opened up, IA simply moved its motion picture unions into the new medium.

The IBEW had plans for unionizing the new industry too. The IBEW had been the largest union of radio engineers since the early days of radio, and they were convinced that they should be the union to organize the technical and engineering staff of television.

⁶⁰ Llewellyn White, The American Radio, (Chicago; the University of Chicago Press, 1947) p. 52.

⁶¹ Business Week, Op. cit., p. 25

⁶² Richard F. Walsh, "Theater U.S.A. - The International Alliance of Theatrical Stage Employees," Theater Arts, Vol. XXXV, (January, 1951) p. 55.

The third technical union involved in the battle, NABET, has been described as an "agressive, independent youngster."⁶³ NABET is organized along the CIO principle of an industrial union. This is the only union organized on that basis that is immediately connected with television production. Even the sprawling IA is basically an almagation of numerous small craft guilds. When NABET entered the television race it wanted jurisdiction over almost everyone in television work. Needless to say, this brought the IA into a number of disputes with more than the technical unions.

A fourth "technical union" found its way into television in the areas around New York and Chicago. This is the United Scenic Artists (USA), an affiliate of the Brotherhood of Painters, Decorators and Paperhangers of America (BPDP). USA is the bargaining representative for scenic artists, scenic designers, and costume designers.⁶⁴

The television industry acquired several subsidiary unions too, just as most industries have contracts covering everyone from trucker to janitor. The members

⁶³ Business Week, Op. cit.

⁶⁴ Rudy Karnolt, "Theater USA - United Scenic Artists," Theater Arts, Vol. XXXV, (January, 1961), p. 56.

of these unions play an important part in the television industry, and therefore these unions will also receive further consideration in this paper.

CHAPTER THREE

THE UNIONS AND THEIR CONTRACTS

DIRECTORS GUILD OF AMERICA

The Directors Guild of America (DGA) was just concluding negotiations for their new contract with the three networks while this paper was being written. The only available copy of a previous DGA contract was the "Radio and Television Directors Guild National and New York Local Agreement for Years 1956-1958, with ABC." Therefore this section is based upon said contract and upon magazine accounts of the latest negotiations.

1. The first contract within the ABC agreement is the "1956-1958 RTDG-ABC National Agreement." This sets up the standard provisions for union recognition,¹ union security,² arbitration,³ no strikes - no lockouts,⁴ and severance pay.⁵ It also provides for vacations and

¹ Radio and Television Directors Guild National and New York Local Agreement for Years 1956-1958 with ABC. Section I, Article I.

² Ibid., Article II.

³ Ibid., Article IV.

⁴ Ibid., Article VII.

⁵ Ibid., Article IV.

leaves.⁶ Directors get one week paid vacation for six months of consecutive service if employed between January 1 and March 31. If they were employed before January 1 they get two weeks vacation. A director who has been with ABC for five or more consecutive years gets three weeks of paid vacation. The leaves covered in the contract are: sick leave, leaves of absence, military leaves, and maternity leaves.

2. The second section is the "1956-1958 RTDG-ABC Basic Minimum Agreement for TV Free Lance Directors."⁷ These directors are under the supervision and control of the executives of the Program Department and/ or the producer. A Free Lance Director's responsibilities are as follows:

- a. "On-the-air" changes or cuts in a script for artistic or timing reasons.
- b. Auditioning and casting of talent.
- c. Determining in production conferences persons working video and audio elements of the program.
- d. Selection and approval of music.
- e. Directing all elements of the television

⁶ Ibid., Article III.

⁷ Ibid., Section II.

program.

- f. Issuing instructions directly to the technical crew members during rehearsals and broadcasts.⁸

At the present time directors at NBC and CBS cannot give orders directly to the technical crews, but must work through the technical supervisors, (usually, the technical director) during a broadcast.

3. The 1956-1958 minimum pay scale for Free Lance Directors on programs other than dramatic or sports is:⁹

Table No.1 : Free Lance Director Minimum Scale

	1 a week	2 a week	3 a week	4 a week	5 a week
15 minutes	\$125.00	\$190.00	\$240.00	\$300.00	\$350.00
30 minutes	300.00	400.00	450.00	515.00	575.00
60 minutes	400.00	475.00	550.00	615.00	675.00

4. The minimum scale for dramatic programs is:¹⁰

Table No.2 : Dramatic Program Scale

	1 a week	2 a week	3 a week	4 a week	5 a week
15 minutes	\$144.00	\$219.00	\$277.00	\$347.00	\$404.00
30 minutes	347.00	462.00	520.00	595.00	664.00
60 minutes	462.00	549.00	635.00	710.00	780.00

⁸ Ibid., Article II.

⁹ Ibid., Article V.

¹⁰ Ibid.

5. Sports shows are divided into two classes. Class A sports are baseball, football and major boxing; everything else is Class B.¹¹

Table No. 3 : Sports Program Scale.

	1 a week	2 a week	3 a week	4 a week	5 a week
Class A	\$200.00	\$300.00	\$350.00	\$400.00	\$450.00
Class B	125.00	175.00	225.00	250.00	275.00

6. Directors also are paid for rebroadcasts of a program. For a second live broadcast, directors get an additional fee equal to the first. For the first and second replay of a recording of the program they get seventy-five per cent (75%) of the minimum apiece for the third replay they get fifty per cent (50%) of the minimum, and for the fourth and all additional replays they receive one payment of twenty-five per cent (25%) of the minimum.¹²

7. The authority of directors is expressly stated. The contract recognized that the functions of a director are of a professional creative and responsible character, and therefore the Company promises to support, within Company policies, his authority in the direction of

¹¹ Ibid.

¹² Ibid.

rehearsals and performances. The Company agrees that any changes or suggestions will be made only to the Director, and that he may refuse unauthorized people admittance to the control room during rehearsal and performance.¹³

8. Directors receive video credits for each program directed either immediately before or immediately after one of the following: the most prominent credit to the producer, writer, or star; the title of the program; or the entertainment portion of the program.¹⁴

9. The next pertinent contract is the "1956-1958 RTDG-ABC Basic Minimum Agreement for TV Network Staff Directors." A TV Staff Director is anyone employed on the Company staff in New York or Los Angeles who directs all elements, audio and video, of any network television program.¹⁵ His duties are the same as a Free Lance Director as are his authority and credits. There is no limitation to the days or hours of work of the Staff Director because of the creative and professional nature of his work, but this does not require him to work an

¹³ Ibid., Article VII.

¹⁴ Ibid., Article VIII.

¹⁵ Ibid., Section IV, Article I.

excessive number of hours per day, nor deny him two consecutive days off a week.¹⁶

10. On all programs except dramatic or sports shows the basic minimum pay is:¹⁷

Table No. 4 : Staff Directors Minimum

	1 a week	2 a week	3 a week	4 a week	5 a week
15 minutes	\$100.00	\$152.00	\$192.00	\$240.00	\$280.00
30 minutes	240.00	320.00	360.00	412.00	460.00
60 minutes	320.00	380.00	440.00	492.00	540.00

11. The basic minimum pay for dramatic shows is:¹⁸

Table No. 5 : Dramatic Program Scale

	1 a week	2 a week	3 a week	4 a week	5 a week
15 minutes	\$116.00	\$176.00	\$222.00	\$277.00	\$323.00
30 minutes	277.00	370.00	416.00	476.00	531.00
60 minutes	370.00	439.00	508.00	568.00	624.00

12. On sports shows the minimum is:¹⁹

Table No. 6 : Sports Program Scale

	1 a week	2 a week	3 a week	4 a week	5 a week
Class A	\$160.00	\$240.00	\$280.00	\$320.00	\$360.00
Class B	100.00	140.00	180.00	200.00	220.00

¹⁶ Ibid., Article VII.

¹⁷ Ibid., Article V.

¹⁸ Ibid.

¹⁹ Ibid.

13. The scale for reruns is the same as the scale for the Free Lance Director.

14. A staff Director, under the 1956-1958 contract, was guaranteed a minimum weekly salary of \$180.00. The 1958-1960 contract raised the minimum to \$190.00 a week. As the above tables indicate, a Staff Director earns less per program than a Free Lance Director. In the negotiations for the 1961 contract the Directors Guild of America proposed to eliminate Staff Directors and place such persons under a Free Lance contract, whereby they would be paid \$630.00 a week and guaranteed twenty-three out of twenty-six weeks employment. Details of the new contract (agreed upon June, 1961) have not been released, but it has been reported that Staff Directors will retain their present status with an approximate twenty per cent (20%) wage increase over the next four years.²⁰

15. Associate directors are provided for in the "1956-1958 RTDG-ABC Basic Minimum Agreement (for) TV Network Staff Associate Directors." Since many, if not most, people are unaware of the duties of an associate director, some of these duties as stated in the contract will be given.

²⁰ "Directors Guild signs with ABC, CBS, NBC," Broadcasting, Vol. 60 (June 5, 1961), p. 62.

A. Pre-Production.

Confer with the producer and/or the Director on plans for the program and attend production meetings in connection therewith.

When requested by the Director, check for the Director the production breakdown or segments thereof prepared by others.

B. Dry Rehearsal.

Lay out floor plans to scale.

Time the rehearsals.

Notify cast and other persons concerned in the studio (excluding technical personnel) of script changes.

Assist Director in preparation of shooting scripts.

See to it that copies of final scripts are properly prepared and distributed to all persons concerned.

C. Camera Rehearsal, Dress Rehearsal and Broadcast.

Pre-set cues as assigned by the Director, other than those cues given to technical personnel.

Check all facilities in the studio, other than those needed by technical personnel.

Work out in conjunction with the Stage Manager the complete set and strike routine, where necessary.

Make final timing and prepare back timings and, during dress rehearsals and broadcast, give all time cues.

Hold the book during camera blocking in the studio and prompt the cast to the extent necessary when this is not done by the Stage Manager.

Assist the Director in maintaining communications with Stage Manager, Sound Effects personnel, announcers, music conductors, other Associate Directors and other employees of the Company, other than technical personnel operating visual floor devices, provided such devices do not control any apparatus attached to technical equipment.

Prepare and sign top sheets as required by the Company or prepare them for the signature of the Director where the Director's signature is required and forward the "As Broadcast" script for filing.²¹

²¹Directors Guild Contract, Section V, Article II.

16. The basic minimum salary for associate directors is \$124.00 a week for the first six months, and \$146.00 per week thereafter, with time and one half for overtime.²² A work week consists of five consecutive days of eight hours each.²³ Under the 1958-1960 agreement associate directors were paid \$165.00 a week, and the new contract calls for a raise of about twenty per cent (20%) over the next four years.²⁴

17. The last contract of importance to this paper is the "1956-1958 RTDG-ABC Basic Minimum Agreement for TV Network Staff Stage Managers." A stage manager works a forty hour week, made up of five consecutive days of eight hours each.²⁵ The 1956-1958 contract sets a weekly minimum salary of \$120.00 the first six months, and \$141.00 thereafter.²⁶ The 1958-1960 contract called for \$155.00 a week, and the new contract is supposed to include a fifteen per cent (15%) increase over the next four years.²⁷

²² Ibid., Article VI.

²³ Ibid., Article VII.

²⁴ Broadcasting (June 5, 1961), Op. cit.

²⁵ Directors Guild Contract, Section VII, Article VII.

²⁶ Ibid., Article VI.

²⁷ Broadcasting (June 5, 1961) Op. cit.

THE WRITERS GUILD OF AMERICA

When television came into its own, there were four major unions for writers. These were the Radio Writers Guild, the Authors' Guild, the Dramatists Guild, and the Screen Writers League.²⁸ Each union was definitely interested in the new medium, but rather than fight among themselves for recognition as the bargaining agent for television writers, they agreed to set up the Television Writer's Group, which was to guarantee each union fair representation.²⁹ This Group became the Writers Guild of America (WGA), which is the recognized union for all television writers.

The following is a summary of the Writers Guild present contract with ABC, CBS, and NBC:

1. A series of definitions in the contract preceding the actual terms of the agreement.

a. "Employee" - a person engaged to write material, including any revisions, modifications or changes; a person engaged to make revisions, modifications or changes in material; or a person engaged to perform a rewrite or polish

²⁸ "Jurisdictional Jigsaw in TV," Business Week, (September 16, 1950), p. 126.

²⁹ Ibid.

or extensive revision of material.

- b. "Principal Purposes" - the engagement for, or performance of, any writing services in connection with material, except minor or incidental contributions or revisions made by a person with respect to material written in the first instance by another person.
- c. "Material" - either a script (whether an original or an adaptation) for an entire television program or a portion of one, or an outline for a television script.
- d. "Script" - written matter in a form suitable for acting, narration, or other performance by any person or persons on television, provided that the dialogue or speech is included in the script.
- e. "Outline" - matter written for use on a television program which is developed to the point of containing characterization and plot line, but not sufficiently developed to meet the definition of a script.
- f. "Adaptation" - altering literary material that was written for another medium so that it may be used on television; or writing a script based on an outline by someone else; or writing

a script based on a script that has been previously produced on television.

- g. "Live" - the television broadcast of a performance given by live performers at the time of the broadcast. This includes any subsequent broadcast of the performance.
- h. "One Time Show" - a program intended for broadcast as a single show, broadcast of program; i.e., The Joke and the Valley.
- i. "Unit Series" - a series of program, each complete in itself, held together by the same title, identifying device, or a personality common to all programs in the series: i.e., The Loretta Young Show.
- j. "Episodic Series" - a series of programs, each complete in itself, held together by the same title or identifying device common to all the programs in the series, plus main characters common to many or all the programs; i.e., 77 Sunset Strip.³⁰

2. The contract between the Writers Guild of America and the three television network covers free lance

³⁰ 1960 WGA Television Free Lance Minimum Basic Agreement, Article II.

writers engaged by the network for the principal purpose of rendering writing services as employees for the programs broadcast live over national television originating in New York, Chicago or Los Angeles.³¹

3. Free lance writers may be hired on a per program of a per week basis. A per program basis means that a writer will be hired for a specific period, during which he will be assigned to write minimum number of scripts, as set up in the following table. The writer will be paid the minimum for each piece of material produced during this period.³²

Table No. 7 : Minimum Scripts Per Week

<u>Number of</u> <u>Continuous Weeks</u>	<u>Minimum</u> <u>Number of Scripts</u>	<u>Length of Script</u>
13	13	15 Minutes
26	26	"
39	39	"
52	52	"
13	6	30 Minutes
26	13	"
39	19	"
52	26	"
13	3	60 Minutes
26	6	"
39	9	"
52	12	"

³¹ Ibid., Article I, p. 1.

³² Ibid., Article VII, p. 19.

A writer hired on a per week basis is guaranteed a minimum number of weeks with a guaranteed minimum salary. They are:³³

Table No. 8 : Minimum Pay Scale

52	Consecutive Weeks	.....	\$275.00	per week
26	Consecutive Weeks	.....	\$300.00	per week
13	Consecutive Weeks	.....	\$325.00	per week
6	Consecutive Weeks	.....	\$350.00	per week

4. The Company can hire writers to provide program ideas, provided that they guarantee at least twenty-six weeks of continuous employment, and that the ideas are presented in written form by the writer. There are two possible forms to use when presenting material. The first is delineation of the proposed format, theme, main characters and characterizations, plus an outline of at least one program with enough detail to make everything clear.³⁴ The second way to present series ideas is through an outline or script.³⁵ The payment for such program ideas is as follows:³⁶

³³ Ibid., p. 20.

³⁴ Ibid., p. 21.

³⁵ Ibid., p. 22.

³⁶ Ibid., p. 23-24.

per cent of the above figures are applicable.³⁸

6. The writer of a News program can look forward to the following minimum pay: \$145 for a five-minute show; \$238 for a fifteen-minute show; \$300 for a thirty-minute show; and \$365 for a sixty-minute show. This payment is for five such programs a week.³⁹

7. A writer for a once-a-week comedy or variety program is guaranteed at least thirteen weeks of employment at the same fee per program as is paid to an original script of the same length. If there are two writers on the program, the minimum fee to both employees combined is one and one half the minimum if one writer were employed. For every additional writer the combined minimum increases twenty-five per cent (25%). On a program that broadcasts five times a week for thirty minutes, each of its minimum of three writers is paid \$2,250 a week. If there are five writers, each one gets \$2,700. Five writers on a daily sixty-minute show get \$4,050 apiece. And on a ninety-minute show with five writers, the minimum goes up to \$5,100 a writer.⁴⁰

³⁸ Ibid., Article XI, pp. 41-42.

³⁹ Ibid., p. 43.

⁴⁰ Ibid., p. 46.

8. Writing for quiz shows and audience participation shows does not pay as well. For example, a thirty minute quiz show that is broadcast five times a week usually has at least three writers. These writers are only paid \$900 a week apiece.⁴¹

9. The serial writer is paid as follows: on a five program per week serial, original or adapted, where the particular story line continues for more than one week the writer gets \$1,320. If the story line only runs for one week the writer gets \$1,575.⁴²

10. Those writers who turn out less than a complete script are also provided for. A rewrite of scripts other than serials pays forty per cent (40%) of the above minimums (see #4-5-6-7-8). A rewrite of a serial pays fifty per cent (50%). Doing a "polish job" on a script pays twenty per cent (20%) of the minimum, or twenty-five per cent (25%) if the work is on a series. Extensive revisions bring a writer seventy per cent (70%) of the minimum. Even outlines pay well, \$100 for a thirty-minute show, \$150 for a show over thirty minutes.⁴³

⁴¹ Ibid., p. 49.

⁴² Ibid., p. 44.

⁴³ Ibid., pp. 52-53.

11. The writers Guild has provided for its members in other areas too; for example, program credits. The Writers Guild contract provides that on "each program for which an employee furnishes material, the Company shall give visual credit to such employee, except where the employee prefers otherwise, or where the special characteristics of the program make it essential not to reveal that the show was written by any person or persons other than the performer."⁴⁴

12. If a writer is required to travel in connection with a script the Company must pay for first class transportation, including a \$25,000 insurance policy on air travel. If the writer uses his own car for travel he is reimbursed at the rate of eight cents (8¢) a mile, plus parking and toll fees. If he is required to stay overnight the Company must pay for first class accommodations.⁴⁵

13. The writers Guild also has a Pension Trust Fund for its employees. In order to maintain this fund the Company contributes to it a sum equal to five per cent (5%) of the gross compensation due an employee for any writing services rendered during a year. However, this

⁴⁴ Ibid., Article XII, p. 60.

⁴⁵ Ibid., Article XI, p. 55.

sum is not to exceed \$2,500 per employee.⁴⁶

14. Article XXI of the Writers Guild contract will close this section.

"Professional Status of the Writer"

It is mutually recognized that a writer is a creative, professional employee, and as such shall use his best efforts to maintain and improve the quality of television writing and will make every effort to meet reasonable production deadlines and, ... aid in the making of cuts, revisions and changes when requested or required to do so.

The Employee shall be entitled to attend all writing conferences and rehearsals dealing with material prepared or written by him and the Company shall, upon the Employee's request, inform him in advance of all such conferences and rehearsals. If the Company is unable to reach the Employee to so inform him, the Company shall so inform the Employee's agent of such conferences or rehearsals. The Employee's discussions at rehearsals shall be restricted to material prepared or written by him and he shall not carry on such discussions with anyone other than the producer or director of the program or their designees.⁴⁷

AMERICAN FEDERATION OF RADIO AND TELEVISION ARTISTS

The first time the broadcasting networks, and their advertisers, were confronted with demands to negotiate contracts with a talent union was in 1938. At that time there were side variations in the way actors, singers

⁴⁶ Ibid., Article XXX, pp. 84-86.

⁴⁷ Ibid., Article XXI, p. 75.

and announcers were employed, particularly in the key network cities of New York, Chicago and Los Angeles. A new union, the American Federation of Radio Artists (AFRA), started a drive for national codes and pay scales in network radio.⁴⁸

There were a number of problems involved in working out such a code. The major one was that advertisers, through their agencies, were the direct employers of talent, and the networks had little or nothing to do with the hiring. So a "legal fiction" was established whereby the networks were legally the employers of all talent, and were the only signers of the AFRA contracts. However the advertising agencies would be present during contract negotiations, and a condition of the networks' signing the contract would be the delivery of "letters of adherence" from the agencies to the networks, agreeing to abide by the negotiated terms.⁴⁹

When television emerged as a market for new talent AFRA was ready and willing to be the bargaining agent. However, five other performers unions also wanted a share of the television pie. These were the Screen Actors Guild (SAG), the American Guild of Variety Artists (AGVA),

⁴⁸ "SAG, AFTRA, and the Tv Ad Costs," Sponsor, Vol.15, (February 20, 1961), p. 37.

⁴⁹ Ibid., p. 40.

the American Guild of Musical Artists (AGMA), Chorus Equity, and Actors Equity. All of these unions, including AFRA, were specialized branches of the Associated Actors and Artists of America (4A's) and therefore looked toward that body for leadership. The 4A's did not act.⁵⁰ SAG decided to drop out of the competition,⁵¹ and finally the remaining five unions reached a compromise. On April 16, 1950, they set up a Television Authority as a trusteeship to protect all interests. A complete merger was considered, but could not be arranged to everyone's satisfaction. Eventually AFRA was given complete jurisdiction over live television, as well as radio, and on September 20, 1952, AFRA formally became the American Federation of Television and Radio Artists (AFTRA).⁵²

AFTRA has eight separate contracts, all negotiated under the "legal fiction" set up for radio. No one contract becomes final until all the other contracts are

⁵⁰ Hugh Lovell and Tasile Carter, Collective Bargaining in the Motion Picture Industry, Vol. 1 of West Coast Collective Bargaining Systems, ed. Clark Kerr and Curtis Allen (10 vols.; Berkeley: Institute of Industrial Relations, University of California at Berkeley, 1955.); p. 49.

⁵¹ Ibid.

⁵² American Federation of Radio and Television Artists, AFTRA: A Handbook of Information for all Radio and Television Artists (New York: American Federation of Radio and Television Artists, 1955); p. 5.

agreed upon.⁵³ The contract for network television, the "1960-1963 National Code of Fair Practice for Network Television Broadcasting," is the only one pertinent to this study.

1. Every performer on a live television broadcast is covered by AFTRA. The basic minimum pay scale set up by the union is determined by a performer's classification, and by program length. "Principal Performers" are all performers who speak more than five lines, singing or dancing soloists or duos, and on camera announcers, regardless of number of lines. The minimum pay for these performers is \$155 for a thirty minute show, which includes ten hours of rehearsal; \$210 for a sixty minute show, which includes eighteen hours of rehearsal; \$265 for a ninety minute show, which includes twenty-six hours of rehearsals; and \$320 for a two hour show, which includes thirty-four hours of rehearsals. Extra rehearsal time is paid for at the rate of \$7.40 an hour.⁵⁴

2. Players in dramatic shows of one performance have the same minimum as principal performers, with the same

⁵³ Sponsor, Op. cit.

⁵⁴ American Federation of Television and Radio Artists 1960-63 National Code of Fair Practice for Network Television Broadcasting. p. 1.

number of rehearsal hours. However, the minimum increase for multiple performances during one week by the same person in the same show. For example, a performer who appears on a sixty minute dramatic show once a week is paid \$210. For two performances in the same week he gets \$420, for three performances, \$539, for four performances, \$674, and for five performances, \$786. The amount of included rehearsal time increases in proportion to the increase in pay.⁵⁵

3. Performers on multiple shows other than dramatic programs are paid slightly lower rates. Their minimum for one day is the same as a dramatic actor's minimum, but is less than a dramatic actor's for succeeding days. Thus on a sixty minute non-dramatic show a performer is paid \$210 for his first appearance, and \$530 if he is seen five days a week. That is \$356 less than a dramatic performer would command, but the number of rehearsal hours are the same.⁵⁶

4. Group Dancers and Choruses are also specifically covered in the AFTRA contract. A group of three dancers on a thirty minute show receive \$136 apiece, which includes

⁵⁵ Ibid., p. 2.

⁵⁶ Ibid., p. 3.

twenty hours of rehearsal. If there are four dancers the pay goes down two dollars apiece. If there are eight dancers, they each receive \$124. The minimum scale goes up \$31 for every additional thirty minutes of program time. Additional rehearsals cost the Company an additional \$5 per hour per performer. This section also protects dancers from rehearsals on concrete, cement or stone surfaces.⁵⁷

5. Chorus members are not paid as well as dancers. A group of three singers on a thirty minute program get \$85.50 apiece, or \$7.50 less than a dancer. Four singers on the same show receive \$83, and eight singers are paid \$74.50. But if singers are paid less than dancers, they have less rehearsal hours ... five hours of rehearsal for a thirty minute show as compared to ten hours for dancers. Singers also get \$.50 more an hour for additional rehearsals.⁵⁸

6. Speciality Acts are paid on a per program basis. A one man Specialty is paid \$265.50, or \$.50 more than a Principal Performer on a ninety minute show. If there are two people in a Specialty Act the fee is raised to

⁵⁷ Ibid., p. 6.

⁵⁸ Ibid., p. 7.

\$397.00. \$132.50 is added to the program fee for each additional performer over two. Specialty Acts contract for six hours of rehearsal, and every additional hour costs the network \$7.40 a performer.⁵⁹

7. Perhaps one of the most interesting things in the AFTRA contract is the union's coverage of Sportscasters. Sports are divided into two classes: Class A, which is baseball, football and major boxing; and Class B, which is all other sports. Class A sportscasters receive \$275 per event, or \$750 for a week of up to seven events of the same sport. Class B sportscasters are paid \$205 a week, or \$475 per week for up to seven events of the same sport. There is also a listing of "Championship Events" which are worth at least \$400 each to a sportscaster. They are: College Football - the Rose Bowl, Cotton Bowl, Sugar Bowl, Orange Bowl, 'Gator Bowl, and East and West Shrine games; Professional Football - the National League and American League World Championships; Major League Baseball - the World Series and All Star Games; and Professional Boxing - World Championship matches in all weight divisions. The travel expenses of sportscasters are covered under the general travel benefits of the

⁵⁹ Ibid., p. 8.

contract.⁶⁰

8. AFTRA has set up definite pay scales for bit players, walk-ons and stand-ins. A bit player (one with less than five lines) makes \$93 for a thirty-minute show, walk-ons and extras receive \$43.50 for a thirty-minute show, and a stand in is paid \$10 an hour.⁶¹

9. Program credits are of as great concern to a performer as they are to a writer, perhaps greater. Under the present contract all performers who speak more than five lines, all announcers and all specialty acts get cast credit, provided that the producer doesn't have to give more than fifteen performer credits.⁶²

10. Travel compensation is another general provision of this contract. A performer is paid \$30 a day everytime he is required to travel more than twenty miles from the broadcasting center of New York, Chicago or Los Angeles. This is in addition to payment for first class transportation and living expenses.⁶³

⁶⁰ Ibid.

⁶¹ Ibid., p. 9.

⁶² Ibid., p. 17.

⁶³ Ibid., p. 16.

11. Every time a performer is required to leave the studios for make-up and/or costuming he is still credited with working that time and receives the normal rate of pay. An interesting footnote to the make-up aspect is that every time a performer grows a beard or moustache or has his head shaved for a part he receives an additional \$25.⁶⁴

12. Every performer must have the use of adequate, clean and accessible dressing rooms and toilet facilities with privacy for any costume changes. There must be a way or place to lock-up valuables or the network must provide adequate insurance against loss or theft. And there must be seats in the dressing room and on stage during rehearsals for the use of the performers.⁶⁵

13. If an individual engagement is cancelled the performers involved still get their full minimum pay. If a program is cancelled due to government regulation, strikes or "acts of God" (such as flood), the producer must pay for all rehearsals, and reimburse the employees for all out-of-pocket-costs which they incurred for the program. If the program is cancelled for any other reason , the

⁶⁴ Ibid., p. 17.

⁶⁵ Ibid., p. 18.

producer must pay the full talent fees.⁶⁶

14. The last consideration of the AFTRA contract involves the Pension and Welfare Fund. This is very similar to the fund set up by the Writers Guild. The Company pays the Union a sum equal to five per cent (5%) of the gross compensation paid each performer. But in event that this gross is more than twenty-five per cent (25%) below a star performer's compensation from his last four shows, the Company must pay an additional five per cent (5%) as measured by the average of those performances. This payment is retroactive to November 6, 1954, but does not require duplication of any payments already made.⁶⁷

SCREEN ACTORS GUILD

In the early days of the motion picture industry, actors and actresses did not belong to a union. While the big stars were able to demand high wages and good working conditions, the majority of actors were lucky to make \$2,000 a year.⁶⁸ Working conditions were worse than the pay, and many an actor left the set at midnight only

⁶⁶ Ibid., p. 19.

⁶⁷ Ibid., p. 38.

⁶⁸ Screen Actors Guild, The Story of the Screen Actors Guild, (Los Angeles : Parker & Son, Inc., 1960), p. 2.

to have an 8 a.m. call the following day. Meal periods came at the producer's convenience, and there was no pay for overtime. Yet the actors did not want to be unionized. But in March, 1933, the picture changed when the major studios forced all actors under contract to take a fifty per cent pay cut , and all free lance actors to take a twenty per cent cut.⁶⁹

One evening in May, 1933, six actors - Ralph Morgan, Grant Mitchell, Kenneth Thomson, Burton Churchill, George Miller, and Alden Gay Thomson, - met in Hollywood to discuss the situation. They decided to form an actors' guild, and on June 30, 1933, the Screen Actors Guild was incorporated.⁷⁰

The Guild was not really a strong organization to begin with, but they gained economic bargaining strength in 1935 by affiliating with the 4A's to become part of the AFL.⁷¹ Still attempts at negotiations with the studios failed. Then on May 9, 1939, Robert Montgomery and Kenneth Thomson, the negotiators for the Guild, met with studio spokesmen at the Santa Monica beach house of Louis B. Meyer and announced that unless their union was

⁶⁹ Ibid., p. 3.

⁷⁰ Ibid.

⁷¹ Ibid., p. 5.

immediately recognized as a bargaining agent, all the actors would go on strike.⁷² To quote George Fraizer:

"The Guild was actually pulling one of the most colossal bluffs in Labor history, since 80 per cent of the members hadn't paid their dues and were not, therefore, in good standing. In point of fact, Montgomery and Thomson were voicing the demands of fewer than 500 authentic trade unionists."⁷³

A man named Willie Bioff, who was connected with the International Alliance of Theatrical Stage Employees was also present at the meeting, and at his word Louis B. Meyer agreed to recognize the Screen Actors Guild. The other studios followed suit. That night Montgomery and Thomson announced the recognition of SAG to several thousand actors who had assembled at the Hollywood Legion Stadium, and as the cheering actors left the meeting newsboys were shouting the page one headlines: "ACTORS WIN! AFL GUILD WINS!"⁷⁴

In the following years SAG saw to it that its members received fair wages under good working conditions. It was prepared to do the same for television actors. It has already been noted that SAG dropped out of the fight for jurisdiction over live television and that AFTRA

⁷² George Fraizer, "Nobody Pushes Bob Around," Colliers, Vol. 123; (June 4, 1949) p. 24.

⁷³ Ibid.

⁷⁴ Screen Actors Guild, Op. cit., p. 6.

became the recognized agent. However the National Labor Relations Board decided that actors in television film should have their own bargaining agent, and SAG returned to the field of television negotiations.⁷⁵ The latest SAG contract was negotiated during the same period as the AFTRA contract, with both performers unions voicing the same demands. The resulting contract is the "1960 Screen Actor's Guild Television Agreement."

1. The Screen Actors Guild covers all players employed in television motion pictures. Player includes actors, singers, stunt men and air plane pilots, but excludes extras. Television motion pictures are entertainment motion pictures produced primarily for exhibition over free television whether made on or by film, tape or otherwise, and whether produced by means of motion picture cameras, electronic cameras or any of the foregoing, or any other means, methods or devices now used, or which may hereafter be adopted.⁷⁶

2. The following are the daily rates for performance in a single picture: day players and stuntmen - \$90; Singers (solo and duets) - \$110; groups of three or four

⁷⁵ "TV Jurisdictions," Fortune, Vol. 49; (June, 1954), p. 72.

⁷⁶ 1960 Screen Actors Guild Television Agreement; p. 5.

singers - \$100, mouthers (1 - 16) - \$80; air plane pilots (studio) - \$125; and pilots on location - \$175. The weekly free lance rates for a single picture are: Actors and singers - \$315; Stuntmen and pilots - \$380. A three day contract for performance in a single picture pays Singers and Actors \$225, and Stuntmen, \$265.⁷⁷

3. A weekly contract is often used in multiple pictures when a player is hired to appear in two or more television motion pictures during one week. Players other than stuntmen or pilots receive \$235 for every picture in which they appear during the week. Stuntmen and pilots are paid \$380 a week.⁷⁸

4. The Series contracts are very important in the Screen Actor Guild agreement. There are four different contracts. The first is a contract for half hour programs where an appearance in thirteen episodes is guaranteed. The series must be completed in thirteen weeks. The minimum scale for a player is \$315 per episode.⁷⁹ The Series Contract for a half hour program where thirteen episodes are not guaranteed does guarantee a player's

⁷⁷ Ibid., p. 5.

⁷⁸ Ibid., p. 6.

⁷⁹ Ibid., p. 7.

appearance in not less than seven episodes, at \$365 per episode.⁸⁰ The Series Contract for a one hour program with thirteen episodes guaranteed has a minimum salary of \$380 per episode. The shooting must be done in fifteen weeks.⁸¹ On one hour programs where less than thirteen episodes are guaranteed the Series Contract calls for a minimum of seven episodes, to be shot in sixteen weeks, with a minimum payment of \$430 per episode.⁸²

5. A Term Contract applies to continuing roles in television series, and non-continuing roles in television episodes. Term contracts may run either from ten to nineteen weeks, where the player is paid \$300 a week, or twenty weeks or more, where the player is paid \$250 a week. Beginners who are covered by Term Contracts are paid \$135 a week for the first six months, and \$150 a week for the second six months.⁸³

6. Reruns are also source of income for actors. The payments for reruns are:

⁸⁰ Ibid., p. 8.

⁸¹ Ibid., p. 9.

⁸² Ibid., p. 10.

⁸³ Ibid., pp. 11-13.

Table No. 10 : Minimum Scale for Reruns

2nd run...	35%	of player's total applicable minimum salary
3rd run...	30%	of player's total applicable minimum salary
4th run...	25%	of player's total applicable minimum salary
5th run...	25%	of player's total applicable minimum salary
6th and all other runs...		a single payment of 25% of the player's total applicable minimum salary

The "total applicable minimum salary" is the total minimum salary for the type of contract under which the player was employed, for the period of the player's employment.⁸⁴

7. This contract does not make any provision for air credits. It does, however, set forth definitions of the player's work week. An overnight location workweek is a week consisting of six overnight location days, excluding Sunday, or six days of any combination of Studio and overnight location days, which includes a Saturday overnight location day. The players Studio work week is a five day work week. All players receive additional compensation for work in the Studio on Saturday. Each week is to have one rest period of at least thirty-six consecutive hours.⁸⁵

8. The provisions for make-up, costuming and dressing rooms are the same as AFTRA's, as are the provisions for a Pension, Health and Welfare Plan.⁸⁶ So far as can be

⁸⁴ Ibid., p. 14.

⁸⁵ Ibid., p. 26.

⁸⁶ Ibid., pp. 29, 20.

determined, the SAG contract includes no provisions for program cancellation such as are found in AFTRA's contract.

AMERICAN FEDERATION OF MUSICIANS

The first time the public was aware that the American Federation of Musicians (AFM) were connected with the broadcasting industry was in 1935.⁸⁷ In that year James Caesar Petrillo was president of the Chicago local of AFM, and he ordered all Chicago radio stations to hire "stand-by" musicians to the number used in the making of any recording that was broadcast more than once, or see the musicians walk out of the Chicago recording studios.⁸⁸ Early in 1936 he carried out his threat. Other AFM locals brought pressure on Joseph Weber, the National AFM president, and he extended the "stand-by" order to the entire country.⁸⁹ The networks were advised to bring pressure on their affiliates, but refused to do so. However, on September 15, 1937, the networks formally conceded to the demands of AFM, and the affiliates, as well as independent stations and record manufacturers had no

⁸⁷ I was unable to locate any information on this union preceding 1935.

⁸⁸ White, Op. cit., p. 50.

⁸⁹ Ibid., p. 51.

choice but to do the same.⁹⁰

In 1943 Petrillo decided that any AFM member who played with non members on radio broadcasts would lose his membership. Dr. Joseph E. Maddy, president of the National Music Camp for school children at Interlochen, Michigan (sponsored by the Cleveland Public Schools) continued to play with his children and lost his card. Everyone was angered by the demands, and bills were introduced into both houses of Congress, but Petrillo stood his ground. Finally he exempted the Cleveland Public Schools from his ruling.⁹¹

The following year Petrillo announced that only AFM men could flip records on radio shows. The National Association of Broadcast Employees and Technicians (NABET) fought this demand since they had organized most disk jockeys outside of Chicago.⁹² The networks were afraid to renew NABET contracts, so the anti-Petrillo union took the case before the National Labor Relations Board, who ordered the networks to sign the NABET contracts.⁹³

90 Ibid.

91 Ibid., p. 52.

92 Ibid.

93 Ibid.

Petrillo was especially active in 1945.⁹⁴ In February he forbade musicians to appear on television until the effects of the new medium on employment could be determined. In October he banned dual AM - FM music programs unless the full number of stand-by musicians were hired for each. In December he forbade the airing of musical broadcasts originating any place but the United States and Canada. And in January, 1946, he ordered the networks to employ an "adequate" number of full time musicians.⁹⁵

Again Congress went to work, and this time came up with a bill, sponsored by Representative Lea of California, to amend the Communications Act to prohibit "featherbedding," and to limit in other ways the powers of Petrillo. President Truman signed it into law in April, 1946.⁹⁶

In 1948 Petrillo gave ground for the first time. The AFM contracts with the radio networks expired December 31, 1947, and Petrillo extended the termination date for ninety days. The demands of the union were for: a

⁹⁴ By this time Petrillo was president of the National office, but there is no specific date available on when he took office.

⁹⁵ White, Op cit., p. 53.

⁹⁶ Ibid.

substantial pay increase; employment of more musicians by networks and network owned radio stations; an employment quota plan; and a ban on televised radio shows using musicians. The networks took a firm stand that such demands were unreasonable, and in March, Petrillo gave in. The new contract permitted the use of musicians of television for the first time, and provided for networks hiring only those musicians necessary for normal broadcasting practices.⁹⁷

All succeeding contracts were carefully, but quietly negotiated. The present contract, "The National Radio and Television Agreement" was negotiated in 1959, and applies to all three networks.

1. The artists covered in the agreement are musicians (including instrumentalists, leaders, contractors, arrangers, orchestrators and copyists) and such persons in other classifications at a particular location which are covered under the various local agreements.⁹⁸

2. The national television recording scale for a half-hour program is \$45.30, which includes three hours of rehearsal. The scale for an hour program is \$71.90,

⁹⁷ "A Softer Labor Front?," Business Week, (March 27, 1948), p. 100

⁹⁸ American Federation of Musicians, National Radio and Television Agreement, 1959, p. 1.

1959 agreement

1/2 hr prog.	45.30	includes	3 hrs rehe.
1 hr. "	71.90	"	5 hrs "

which includes five hours of rehearsal. An hour and a half show has a national scale of \$117.20, which includes eight hours of rehearsal. Leaders and contractors get one hundred and fifty per cent (150%) of the applicable scale. For doubling, playing more than one instrument, a musician receives twenty-five per cent (25%) extra on the first double, and ten per cent (10%) extra on each additional double.⁹⁹

3. Although each network owned station has a staff orchestra, all transcontinental commercial chain broadcasts must be paid for at single engagement rates. The only exception is NBC's forty-five piece orchestra in Los Angeles, which may be used for a network broadcast.¹⁰⁰

4. The AFM has set up its own definition of network programs that is applicable to the rates paid its members. The ones which effect a change in the pay scale are:

- a. "Participating Programs" - a network program which constitutes one integrated unit in the course of which advertising credits are accorded to two or more sponsor without

⁹⁹ Ibid., pp. 8a-9.

¹⁰⁰ Interview with Oliver Turner, Director of Labor Relations, NBC, Los Angeles, June 12, 1961.

allocation of any specific portion of the program to any particular sponsor. When employing a single engagement man on this show, they shall receive the single engagement rate plus \$5 per man for each half hour.¹⁰¹

- b. "Composite Programs" - an integrated network program which consists of one or more segments, each of which is allocated to a particular sponsor or is unsponsored, and one or more periods of time in the course of which advertising credits are accorded to more than one sponsor without allocation of any specific portion of such time to any particular sponsor. Musicians are paid for the single engagement rate of the period, plus \$5 a man in addition to the above sum for each half hour portion of the program.¹⁰²

5. Musicians also get paid for reruns of a program. The following percentages of the national recording scale are to be paid to each instrumentalist, leader, contractor, arranger and orchestrator who performed with the

¹⁰¹ AFM, Op. cit., p. 4.

¹⁰² Ibid.

program, and to each copyist who earned \$100 or more for his work: for the second and third runs - 75% each; for the fourth, fifth and sixth runs - 50% each; for the seventh run - 10%; for the eight and ninth runs - 5% each; for the tenth and subsequent runs there is no payment.¹⁰³

6. Musicians called in for costuming or make-up, either for a live television broadcast, television recordings or a rehearsal of either, are paid \$12 for the same. Tuxedos or business suits are not considered costuming.¹⁰⁴

7. The Pension Plan for the American Federation of Musicians is very similar to that of AFTRA and SAG. The networks pay the union five per cent (5%) of all earnings covered by the agreement.¹⁰⁵

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

The International Brotherhood of Electrical Workers (IBEW) has its contract with CBS, which covers generally the same personnel as the Engineers Agreement within the NABET Master Agreement. The IBEW covers technicians,

¹⁰³ Ibid., p. 8.

¹⁰⁴ Ibid., pp. 5-6.

¹⁰⁵ Ibid., p. 12.

assistant technicians, supervisors, technical directors and assistant supervisors.

1. A work week for all Technicians is forty hours within five work days. The work week begins at 12:01 AM Sunday, and ends at Midnight the following Saturday. Eight consecutive hours make up a work day, and Technicians are to have at least two consecutive days off during the week,¹⁰⁶ and at least twelve hours rest between the completion of one week's assignment and the start of a second.¹⁰⁷ Their minimum weekly salaries are based upon their length of employment with CBS, as follows:¹⁰⁸

Table No. 11 : Minimum Wage Scale

Assistant Technicians	\$105.00
Technicians:	
0 - 6 months	\$115.00
6 - 12 months	\$117.00
12 - 18 months	\$125.00
18 - 24 months	\$127.00
24 - 30 months	\$140.00
30 - 36 months	\$150.00
36 months and over	\$200.00
Assistant Supervisors	\$216.00
Technical Directors	\$224.00
Supervisors	\$226.50

¹⁰⁶International Brotherhood of Electrical Workers, 1961 Agreement between Columbia Broadcasting System, Inc., and International Brotherhood of Electrical Workers.
p. 19.

¹⁰⁷Ibid., p. 20.

¹⁰⁸Ibid., p. 29.

2. Technicians are paid a regular days salary for any time they spend traveling on company assignment. They are paid for first class transportation and accommodations also.¹⁰⁹

3. Vacations given to technicians who are employed on or after April 1, but before September 1, and who have worked for CBS for three months, are a week with pay. Those employed before April 1 are given two weeks with pay. After working for CBS for two years a technician gets three weeks vacation, and after five years the paid vacation is four weeks. Those technicians who have been with CBS for fifteen years get five weeks of paid vacation a year.¹¹⁰

4. The IBEW does not have its own pension plan, but its members are covered by the CBS Comprehensive Medical Insurance Plan.¹¹¹

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS

The National Association of Broadcast Employees and Technicians, has two different contracts, one with ABC

¹⁰⁹ Ibid., p. 25.

¹¹⁰ Ibid., pp. 32-33.

¹¹¹ Ibid., p. 49.

and one with NBC. (Technicians at CBS are covered by IBEW.) Since these contracts are basically the same, the general provisions will be discussed as one contract. However, both contracts contain a number of Individual Agreements, and these will be mentioned separately. The contracts are the Master Agreements between NABET and ABC, and NABET and NBC.

1. The regular work day is defined as consisting of not less than eight hours, which are computed by totaling the number of hours between the time an employee reports for work and the completion of his duties for such a work day, minus an hour for meals. A regular work week is defined as consisting of any five regular workdays, not exceeding a total of forty hours, and beginning at 12:01 AM Saturday and continuing until midnight the following Friday. Each employee is given two consecutive days off during the week, and there is a minimum of twelve hours rest between the end of one week and the start of another. Those employees assigned to a night shift (any two hours of more between midnight and 7:00 AM) are to be paid an additional ten per cent (10%) of their regular wage.¹¹²

¹¹² National Association of Broadcast Employees and Technicians, NABET - NBC Master Agreement, (February 1, 1958) p. 18.

2. Employees who must travel on an assignment are paid for their time from their departure from the Home Office and their return to it. The Company must pay for first class transportation and living accommodations. It must also pay the employee \$20.00 a day for every regular day off during the out-of-town assignment.¹¹³

3. Holidays for NABET members are New Year's Day, Thanksgiving Day, and Christmas Day. Employees who work on these days are paid time and one-half for eight hours, and double for overtime.¹¹⁴

4. These contracts also set up a vacation plan for all NABET members. If an employee is hired before January 1, he receives two weeks of paid vacation. If he was hired between January 1 and April 30, he gets one week of vacation, plus one day for every extra month worked. After five years with the Company he gets three weeks vacation, and after twenty-five years with the Company he receives four weeks paid vacation. In addition to regular vacation time, each employee gets one day off with pay for Washington's Birthday, Memorial Day, July 4, Labor Day and Election Day.¹¹⁵

¹¹³ Ibid., pp. 32-33.

¹¹⁴ Ibid., p. 35.

¹¹⁵ Ibid., pp. 37-39.

5. The contract with NBC includes the union employees in NBC's Group Life Insurance Program. There are no other provisions for Pension, Health and Welfare in the two contracts.¹¹⁶

6. A wide range of job classifications are covered in the NABET - NBC Individual Agreements. The wage scale for each of these agreements will be considered here.

Engineering Agreement

Group 1 - Radio and Television

Television Assistants (who may perform one or more of the following duties)

Chauffeur-Mechanic's duties
 Field Setup Man's duties
 Assist in lighting operation in the field
 Assist in video effects operation
 Assist in laboratory
 Assist Radio and Television Receiving Set Men
 Adjust microwave receiving and transmitting parabolas
 Camera Dolly Operation
 Technical Porters - Chicago
 Technical Stock Clerks
 Sound Effects Setup Men

These assistants receive a base minimum of \$427.67 per month, or more, depending on their salary when this contract went into effect. 117

116 Ibid., p. 44.

117 Ibid., pp. 57-58.

Group 2 - Radio and Television 118

Studio Engineers
 Field engineers
 Maintenance Engineers
 Video Camera Engineers
 Projection Engineers
 Recording Engineers
 Transmitter Engineers
 Light Direction Engineers
 Receiver Maintenance Men
 Construction Men
 Laboratory Technicians
 Microphone Boom Opertors
 Chief Riggers
 Video Control Engineers
 Mechanical Design Technicians
 Video Recording Device Engineers
 Video Recording Device Technical Editing Engineers
 Sound Effects Technicians
 Cueing Device Engineers (when device is mounted on
 technical equipment)
 Video Tape Engineers

Table No. 12 : Minimum Scale

0 - 1 year	\$476.67 per month
1 - 2 years	520.00
2 - 3 years	585.00
3 - 4 years	650.00
4 years and over	823.33

The L. A. Sound Effects Asst. Supervisor gets \$905.84 per month

Group 2A¹¹⁹

The Senior Video Control Engineer and the Video Engineer receive \$30.00 per month higher than Group 2 at each step.

118 Ibid., pp. 58-59.

119 Ibid., p. 59.

Group 3A¹²⁰

Design Draftsmen
 Machine Shop Mechanic, First Class
 Riggers

Table No. 13 : Minimum Wage Scale

0 - 1 year	\$400.31 per month
1 - 2 years	445.34
2 - 3 years	500.33
3 - 4 years	551.76
4 - 5 years	604.20
5 years and over	695.24

Group 3B - Radio and Television¹²¹

Radio Facilities Group Engineers
 Development Group Engineers
 Audio and Video Facilities Group Engineers
 Architectural Design Engineer

Table No. 14 : Minimum Wage Scale

0 - 1 year	\$535.30
1 - 2 years	577.72
2 - 3 years	606.67
3 - 4 years	650.00
4 - 5 years	823.33
5 years and over	859.52

Group 5 - Radio and Television¹²²

The minimum wage scale for the following is \$892.00 per month.

Master Control Room Engineer - (5)
 Field Engineer - (5)
 Maintenance Engineer - (5)

120 Ibid.

121 Ibid., p. 60.

122 Ibid.

Communications Operators

0 - 1 year	\$360.91 per month
1 - 2 years	395.41
2 - 3 years	429.87
3 - 4 years	464.37
4 years and over	492.14
Chief Dispatcher	595.42
Dispatcher	546.83

Staging Services Agreement - Washington, D.C.¹²⁵

Table No. 16 : Minimum Wage Scales

Assistant Director

0 - 6 months	\$317.71 per month
6 - 12 months	375.17
1 - 2 years	409.68
2 - 3 years	455.64
3 years and over	561.72

Film Editor and Staff Artist

0 - 6 months	\$317.71
6 - 12 months	375.17
1 - 2 years	440.14
2 - 3 years	455.64
3 years and over	540.05

Senior Film Editor

0 - 1 year	\$444.13
1 - 2 years	495.89
2 - 3 years	530.36
3 years and over	673.52

Staging Services Assistant

0 - 1 year	\$306.20
1 - 2 years	329.20
2 - 3 years	357.96
3 - 4 years	418.66
4 years and over	450.66

¹²⁵ Ibid., pp. 81-82.

Writer-Producers Agreement - San Francisco¹²⁶

Table No. 17 : Minimum Wage Scales

0 - 1 year	\$619.91 per month
1 year and over	753.58

Building Maintenance Agreement - Chicago¹²⁷

Table No. 18 : Minimum Wage Scale

0 - 1 year	\$306.20 per month
1 - 2 years	329.20
2 - 3 years	357.96
3 - 4 years	403.92
4 years and over	461.39
Lead Man	489.80

Film Editors Agreement - Chicago¹²⁸

Table No. 19 : Minimum Wage Scale

0 - 1 year	\$481.14 per month
1 - 2 years	541.28
2 - 3 years	581.38
3 years and over	635.00

Operations Directors Agreement - Chicago¹²⁹

Table No. 20 : Minimum Wage Scale

0 - 1 year	\$481.14 per month
1 - 2 years	541.28
2 - 3 years	581.38
3 years and over	635.00

¹²⁶ Ibid., p. 86.

¹²⁷ Ibid., p. 90.

¹²⁸ Ibid., p. 91.

¹²⁹ Ibid., p. 94.

News and Special Events Writers Agreement - Chicago¹³⁰

Table No. 21 : Minimum Wage Scale

0 - 1 year	\$579.39 per month
1 - 2 years	686.77
2 years and over	767.61

Program Builders Agreement - Chicago¹³¹

Table No. 22 : Minimum Wage Scale

0 - 1 year	\$363.71 per month
1 - 2 years	392.43
2 - 3 years	447.10
3 years and over	478.46

Continuity Acceptance Department Employees Agreement
Chicago¹³²

Table No. 23 : Minimum Wage Scale

Assistant Supervisor \$656.36 per month
Editors

0 - 1 year	432.68
1 - 2 years	472.89
2 - 3 years	501.65
3 years and over	541.86

Script Router

0 - 1 year	380.92
1 - 2 years	398.17
2 years and over	415.43

¹³⁰ Ibid., p. 98.

¹³¹ Ibid., p. 103.

¹³² Ibid., p. 105.

Staff Script Writers Agreement - Chicago¹³³

Table No. 24 : Minimum Wage Scale

0 - 1 year	\$563.53 per month
1 - 2 years	663.00
2 years and over	729.32

Mail Messenger and Duplicating Section Agreement - Chicago¹³⁴

Table No. 25 : Minimum Wage Scale

0 - 6 months	\$262.14 per month
6 months and over	303.80
Chief of Section	382.67

Music Clearance Agreement - Chicago¹³⁵

Table No. 26 : Minimum Wage Scale

Music Clearance

0 - 1 year	\$318.66 per month
1 - 2 years	354.33
2 - 3 years	385.85
3 years and over	422.76

Music Clearance and Music Assistant

0 - 1 year	\$363.26
1 - 2 years	393.01
2 - 3 years	440.60
3 years and over	482.22

¹³³ Ibid., p. 107.

¹³⁴ Ibid., p. 111.

¹³⁵ Ibid., pp. 113-114.

Air Conditioning, Plant Maintenance and AM Studio¹³⁶
Set-up Agreement - Los Angeles

Table No. 27 : Minimum Wage Scale

Junior Engineers

0 - 1 year	\$369.42 per month
1 - 2 years	398.17
2 - 3 years	455.64

Watch Engineers, Plant Maintenance Men

0 - 1 year	\$467.82 per month
1 - 2 years	505.05
2 - 3 years	541.54
3 years and over	578.52

Senior Engineer,
Senior Plant Maintenance
Mechanic

\$640.99 per month

Plant Maintenance Helpers

0 - 1 year	\$369.42 per month
1 - 2 years	398.17
2 years and over	455.64

Newswriters Agreement - Los Angeles¹³⁷

Table No. 28 : Minimum Wage Scale

0 - 1 year	\$579.39 per month
1 - 2 years	686.77
2 years and over	767.61
Assistant Manager	835.65

¹³⁶ Ibid., p. 117.

¹³⁷ Ibid., p. 121.

Publicists Agreement - Los Angeles¹³⁸

Table No. 29 : Minimum Wage Scale

0 - 1 year	\$621.54 per month
1 - 2 years	673.76
2 - 3 years	726.24
3 - 4 years	788.71
4 years and over	830.94

Announcers Agreement - Buffalo¹³⁹

Table No. 30 : Minimum Wage Scale

0 - 1 year	\$494.45 per month
1 - 2 years	540.70
2 - 2 1/2 years	586.73
2 1/2 - 3 years	667.43
3 years and over	813.15

Building Maintenance Agreement - New York¹⁴⁰

Table No. 31 : Minimum Wage Scale

0 - 1 year	\$306.20
1 - 2 years	329.20
2 - 3 years	357.96
3 - 4 years	403.92
4 years and over	461.39
	490.14

Lead Man

138 Ibid., p. 125.

139 Ibid., p. 128.

140 Ibid., p. 133.

Air Conditioning Agreement - New York¹⁴¹

Table No. 32 : Minimum Wage Scale

Junior Engineer (Helper)

0 - 1 year	\$369.42 per month
1 - 2 years	398.17
2 years and over	468.64

Watch Engineers and Unit Engineers

0 - 1 year	\$444.13 per month
1 - 2 years	495.89
2 - 3 years	530.36
3 years and over	577.36

Engineer-in-Charge	593.49
Supervisor (Watch Engineer - Mach.)	638.16
Technical Assistant	577.36
Assistant Air Conditioning Engineer	676.83

The following are the Individual Agreements found in the NABET - ABC Contract.

Engineering Agreement

Group 1 covers the same personnel as the NBC agreement, except that the Sound Effects Setup Man is not included. The minimum wage at ABC is \$427.76 for Operational Employees, and \$403.47 per month for Non-Operational Employees.¹⁴²

¹⁴¹ Ibid., pp.136-137.

¹⁴² National Association of Broadcast Employees and Technicians, NABET - ABC Master Agreement, (February 1, 1958), p. 54

Group 2 also has the same basic agreement as NBC, including the same minimum wage scale, except that Mechanical Design Engineers are not included, and Sound Effects Technicians are limited to Chicago and Los Angeles.¹⁴³

Group 3 covers Maintenance and Special Project Engineers. Their minimum wage scale is:¹⁴⁴

Table No. 33 : Minimum Wage Scale

0 - 1 year	\$535.50 per month
1 - 2 years	577.72
2 - 3 years	606.67
3 - 4 years	650.00
4 - 5 years	823.33
5 years and over	859.52

Group 5 has the same agreement as NBC, including the minimum wage scale, except that the following are not covered by ABC: Audio and Video Facilities Engineer, Construction Engineers, and Design Draftsman.¹⁴⁵

Traffic and Communications Agreement

This agreement is the same as the NBC agreement. In addition, however, a special wage scale for San Francisco

¹⁴³ Ibid.

¹⁴⁴ Ibid.

¹⁴⁵ Ibid., p. 56.

is established.¹⁴⁶

Table No. 34 : Minimum Wage Scale

0 - 1 year	\$427.99 per month
1 - 2 years	462.21
2 - 3 years	496.72
3 - 4 years	530.69
4 years and over	558.96

TV Program Assistants Agreement - San Francisco¹⁴⁷

Table No. 35 : Minimum Wage Scale

Scenic & Graphic Artists	\$597.54 per month
Assistant Art Director	619.02
Program Dept. Employees (Including Production Dept. Employees)	
0 - 1 year	511.35
1 year and over	562.51
Crew Chief	597.54
Program Coordinator	
0 - 1 year	399.73
1 year and over	477.34

Film Editing Agreement - San Francisco¹⁴⁸

Table No. 36 : Minimum Wage Scale

0 - 1 year	\$459.63 per month
1 year and over	541.25

¹⁴⁶ Ibid., p. 71.

¹⁴⁷ Ibid., p. 80.

¹⁴⁸ Ibid., p. 83.

Newswriters - Producers Agreement - San Francisco¹⁴⁹

Table No. 37 : Minimum Wage Scale

News-Writer

0 - 1 year	\$585.42 per month
1 - 2 years	693.92
2 years and over	767.61

Record Librarian and Music Clearance Agreement - San Francisco¹⁵⁰

Table No. 38 : Minimum Wage Scale

0 - 1 year	\$320.29 per month
1 - 2 years	359.17
2 - 3 years	394.84
3 years and over	436.68

Transmitter Building Maintenance Agreement - San Francisco¹⁵¹

Table No. 39 : Minimum Wage Scale

0 - 1 year	\$268.13 per month
1 - 2 years	293.76
2 - 3 years	325.55
3 years and over	351.91

Newswriters Agreement - Chicago¹⁵²

Table No. 40 : Minimum Wage Scale

0 - 1 year	\$585.42 per month
1 - 2 years	693.92
2 years and over	767.61

¹⁴⁹ Ibid., p. 85.¹⁵⁰ Ibid., p. 90.¹⁵¹ Ibid., p. 91.¹⁵² Ibid., p. 93.

Program Builders Agreement - Chicago¹⁵³

Table No. 41 : Minimum Wage Scale

0 - 1 year	\$363.69 per month
1 - 2 years	392.42
2 - 3 years	438.40
3 years and over	479.31

Building Maintenance and/or Radio Studio Setup Agreement - Chicago¹⁵⁴

Table No. 42 : Minimum Wage Scale

0 - 1 year,	\$322.03 per month
1 - 2 years	346.34
2 - 3 years	376.73
3 - 4 years	435.35
4 years and over	486.12

Telephone Operators Agreement - Chicago¹⁵⁵

Table No. 43 : Minimum Wage Scale

0 - 6 months	\$260.21 per month
6 - 18 months	288.95
18 - 30 months	317.69
Over 30 months	346.42

Music Clearance Agreement - Chicago¹⁵⁶

Table No. 44 : Minimum Wage Scale

0 - 1 year	\$303.34 per month
1 - 2 years	337.82
2 - 3 years	368.28
Over 3 years	403.92

¹⁵³ Ibid., p. 99.

¹⁵⁴ Ibid., p. 100.

¹⁵⁵ Ibid., p. 101.

¹⁵⁶ Ibid., p. 103.

Script Writers Agreement - Chicago¹⁵⁷

Table No. 45 : Minimum Wage Scale

0 - 1 year	\$579.38 per month
1 - 2 years	686.76
Over 2 years	759.69

Newswriters Agreement - Los Angeles¹⁵⁸

This agreement is the same as the ABC Newswriters Agreement in Chicago.

Plant Maintenance Agreement - Los Angeles¹⁵⁹

Table No. 46 : Minimum Wage Scale

Building Maintenance Men

0 - 1 year	\$283.20 per month
1 - 2 years	306.19
2 - 3 years	329.18
3 - 4 years	358.96
Over 4 years	396.74

Lead Man	421.93
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Building Maintenance Men and Air Conditioning Employees

0 - 1 year	\$415.64 per month
1 - 2 years	440.83
2 - 3 years	478.61
3 - 4 years	528.99
Over 4 years	566.78

Plant Mtce Helpers	409.34
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157 Ibid., p. 106.

158 Ibid., p. 113.

159 Ibid., p. 117.

Sales Promotion - Publicists Agreement - Los Angeles¹⁶⁰

Table No. 47 : Minimum Wage Scales

Unit A - Publicists

0 - 1 year	\$545.79 per month
1 - 2 years	598.02
2 - 3 years	650.49
3 - 4 years	702.97
Over 4 years	755.20

Junior Publicists

0 - 1 year	\$426.83 per month
1 - 2 years	486.56

Unit B - Sales Promotion Writers and Research

Minimum scale same as Publicists

Unit C - Display Advertising Director

0 - 1 year	\$539.26 per month
1 - 2 years	589.51
2 - 3 years	650.28
3 - 4 years	711.06
Over 4 years	771.83

Sales Promotion Art Director

0 - 1 year	\$572.77 per month
1 - 2 years	625.00
2 - 3 years	677.23
3 - 4 years	729.70
Over 4 years	792.18

Assistant Sales Promotion Art Director

0 - 1 year	\$458.56 per month
1 - 2 years	489.80
2 - 3 years	521.04
Over 3 years	552.28

¹⁶⁰ Ibid., pp. 118-119.

Make-up - Wardrobe - Hairstylists Agreement -161
Los Angeles

Table No. 48 : Minimum Wage Scales

Make-up Unit - Regular Employees

Head Make-up Artists	\$186.18	per week
Ass't Head Make-up Artists	167.46	
Make-up Artists	155.15	
Hairstylist	145.95	

Daily Employees

Make-up Artists	\$ 34.13	per day
Hairstylist	32.10	
Body Make-up	24.88	

Costumers Unit - Regular Employees

Costumer	\$131.08	per week
Wardrobe Mistress	116.10	
Wardrobe Men & Women	104.49	
Jr. Grade Wradrobe		
Men and Women	83.46	
Seamstress	90.58	

Daily Employees

Costumer	\$ 28.84	per day
Wardrobe Mistress	25.57	
Wardrobe Men & Women	23.00	
Jr. Grade Wardrobe		
Men & Women	18.35	
Seamstress	19.90	

161 Ibid., pp. 125-126.

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES

The International alliance of Theatrical Stage Employees (IA) began in 1893 as a union of backstage carpenters, electricians and propertymen. When the motion picture industry started, the IA claimed jurisdiction over projectionists, and over the same studio jobs that its members performed in the theater.¹⁶² In addition to these positions, the IA claimed jurisdiction over studio mechanics, cameramen, laboratory technicians and sound and film editors.¹⁶³

IA did not become the bargaining agent for these positions without a fight. The International Brotherhood of Electrical Workers (IBEW) tried to claim projectionists.¹⁶⁴ The Los Angeles Building Trades Council fought for control over carpenters until the end of World War II.¹⁶⁵ With the advent of "talkies" in the 1920's, the IBEW claimed sound technicians.¹⁶⁶ In the late 1930's two organizations fought IA domination of the industry.

¹⁶² Richard F. Walsh, "Theater USA: The International Alliance of Theatrical Stage Employees," Theater Arts, Vol. 35; (January, 1955), p. 55.

¹⁶³ Ibid.

¹⁶⁴ Lovell and Carter, Op. cit., p. 15.

¹⁶⁵ Ibid.

¹⁶⁶ Ibid., p. 17.

These were the "IA Progressives" and Federated Motion Picture Crafts.¹⁶⁷ When IA defeated these groups separately, they united to form the United Studio Technicians Guild, which was also beaten by the IA.¹⁶⁸ Internal troubles also plagued the IA. In 1939, and then again in 1941 William Bioff, perhaps the most influential member of IA, was sentenced to prison. IA president, George Brown, was also sentenced to prison in 1941, and Richard Walsh, a strong union man, took over the presidency.¹⁶⁹ The Conference of Studio Unions was the last major competitor for jurisdiction over the motion picture studios, and it gave up in 1949.¹⁷⁰

When television opened up, IA tried to transfer its jurisdiction from the movie lot to the television studio. Again there was competition with IBEW, and with a new opponent, the National Association of Broadcast Employees and Technicians (NABET). IA and IBEW worked out a compromise with CBS which gave IA jurisdiction over filmed programs while IBEW controlled live shows. The general plan was to divide jurisdiction between the two older

¹⁶⁷ Ibid., p. 19.

¹⁶⁸ Ibid., p. 20.

¹⁶⁹ Ibid., p. 21.

¹⁷⁰ Ibid., p. 24.

unions and keep NABET out of CBS.¹⁷¹

At present each IA local negotiates its own contract with the networks. The contracts studied here are those between the locals and CBS, Los Angeles; the Los Angeles contracts with the other two networks are identical, and there is supposedly very little difference in the contracts held by locals in other cities.¹⁷² Not every local has a contract with every network, but that will be explained as each contract is examined.

Local 33 is the oldest and most powerful IA local in Los Angeles. It has two contracts with each of the networks, one for stagehands and one for lighting directors. The stagehands contract will be considered first.

1. The "1959-1962 IATSE, Local 33 - CBS, Los Angeles, Contract: Stagehands" covers all head stagehands, stagehands, utility men, and sewing machine operators in the drapery department.¹⁷³ Whenever lighting, props or sets are required on the set for rehearsal of performance, a stagehand must be assigned as head electrician, head propertyman and head carpenter.¹⁷⁴

¹⁷¹ "Jurisdictional Jigsaw" Op. cit., p. 25.

¹⁷² Interview with Eugene M. Purver, Director Labor Relations, CBS, Los Angeles, June 12, 1961.

¹⁷³ 1959-1960 IATSE, Local 33 - CBS, Los Angeles, Contract: Stagehands, p. 1.

¹⁷⁴ Ibid., p. 4.

Table No. 49 : Minimum Wage Scale :¹⁷⁵
For Weekly Employees

Head Carpenter in Construction Shop	\$157.10
Foreman in Construction Shop	142.80
Head Stagehand	135.15
Foreman in Drapery Shop	135.15
Layout Man or Gang Boss	132.60
Second Hand, Flyman or Switchboard Operator	127.60
Stagehand in Construction and Electrical Shop	122.40
Stagehand	117.30
Utility Man	90.80
Sewing Machine Operator in Drapery Department	\$86.45

If an employee's work day falls between midnight and 7:00 AM, he also receives a "night shift differential" of ten per cent (10%) of his regular pay.¹⁷⁶

2. A regular work day consists of the hours elapsed from the time an employee reports to work until the completion of his assignment, and may be scheduled to start any time on the quarter hour. A regular work week consists of forty hours of work within five consecutive days. Saturday and Sunday are regular work days.¹⁷⁷ Employees are paid time and a half for more than eight hours of work a day, and any work done on the sixth or seventh

¹⁷⁵ Ibid., p. 5.

¹⁷⁶ Ibid., p. 6.

¹⁷⁷ Ibid., p. 7.

days of a week.¹⁷⁸ If an employee is called in on the sixth or seventh day, the call must be for at least five hours.¹⁷⁹

3. Holidays for regular weekly employees are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. An employee may be required to work on these days provided he is given a compensating day off, or paid a regular day's wages.¹⁸⁰

4. Any regular weekly employee with at least three months service receives the following vacation with pay each year, based on his seniority date with the Company.¹⁸¹

Table No. 50 : Vacation Scale

Seniority Dates	Weeks of Vacation
From April 1 of preceding year through March 31 of current year	1 week
From April 1 of 5th preceding year through March 31 of preceding year	2 weeks
Prior to April 1 of 5th preceding year	3 weeks

¹⁷⁸ Ibid., p. 8.

¹⁷⁹ Ibid.

¹⁸⁰ Ibid., p. 9.

¹⁸¹ Ibid., pp. 10-11.

1. The "1959-1962 IATSE, Local 33 - CBS, Los Angeles, Contract: Lighting Directors" sets forth the duties of a lighting director as the layout, direction of placement of lighting equipment, and conferring with the producer or the operating department about such lighting.¹⁸²

2. The weekly wage scales for Lighting Directors are \$129.73 for the first six months, \$132.45 for the second six months, and \$160.02 after a year employment.¹⁸³

3. The regular work day consists of eight consecutive hours, exclusive of meal periods. The regular work week consists of forty hours of service in five out of seven days, with two consecutive days off each week and a minimum of twelve hours rest between assignments.¹⁸⁴ Any employee who works between midnight and 6:00 AM is paid an additional amount to one half his straight-time hourly base rate.¹⁸⁵ The minimum call on days off is eight hours, and is paid for, as is all other overtime, at time and one half.¹⁸⁶

¹⁸² 1959-1962 IATSE, Local 33 - CBS, Los Angeles, Contract: Lighting Directors, p. 1.

¹⁸³ Ibid., p. 2.

¹⁸⁴ Ibid.

¹⁸⁵ Ibid., p. 3.

¹⁸⁶ Ibid.

4. Holidays and vacations are the same as those provided for in the Stagehands contract.

1. Local 776, which covers motion picture film editors, has contracts with all three networks. These contracts cover:

"All film editors and cutters, including those employees who cut and edit magnetic tape used in conjunction with or as a substitute for motion picture film. All employees engaged in the editing and/or cutting, and/or assembling, and/or synchronizing, and/or handling, and/or expediting of positive film prints and/or negative film, including motion picture films, music film tracks, and sound effects tracks....." 187

2. The weekly pay scales for employees covered under this contract are:¹⁸⁸

Table No. 51 : Weekly Minimum Scale

Film Editor	\$184.00
Assistant Film Editor	126.40
Film Helper	91.60
Laboratory Contract Man	103.05
Film Distributor	103.05
Assistant Film Distributor	94.45

3. The work day, work week, days off, nighttime differential, overtime, and vacations are the same as those stated in the Stagehands Contract.

¹⁸⁷ 1959-1962 IATSE, Local 33 - CBS, Los Angeles, Contract: Motion Picture Film Editors., p. 1.

¹⁸⁸ Ibid., p. 7.

1. Another IA local which has a contract with each network is Local 816 - Scenic and Title Artists. Their contract covers all scenic and graphic (title) artists, the apprentices and helpers.¹⁸⁹

2. The minimum weekly wages scale for these employees is:¹⁹⁰

Table No. 52 : Weekly Scale

SCENIC SHOP		GRAPHIC ARTS	
Chargeman (Head)	\$246.13	Chargeman (Head)	\$203.06
Leadman	233.83	Leadman	184.60
Journeyman	218.07	Title Artists	163.43
Journeyman's Ass't.	147.68	Letterer	142.76
Student	104.61	Hot Press Operator	108.00
Paint Boy	86.15	Helper	98.45

3. The work day, work week, days off, nighttime differential, overtime, holidays and vacations are the same as those stated in the Stagehands contract. The only real difference in this general area is that the minimum call for scenic and graphic artists on the sixth and seventh days is four hours as compared to five hours for Stagehands.¹⁹¹

¹⁸⁹ 1960-1962 IATSE, Local 816 - CBS, Los Angeles, Contract: Scenic and Title Artists, p. 1.

¹⁹⁰ Ibid., p. 6.

¹⁹¹ Ibid., p. 5.

IA Local 876 was just formed this year. The group was previously known as the Society of Motion Picture Art Directors. Local 876 also has contracts with each network.

1. The term "Art Director" refers to anyone who designed television settings and/or backgrounds, and who is responsible for proper execution of the designing of such television settings or backgrounds. He shall plan, and may prepare layouts, backgrounds, details, working drawings, drafting and other related work on television programs; he may also be assigned to supervise this work and its execution by others.¹⁹²

2..An "Assistant Art Director" is anyone who aids the Art Director in any of the Art Director's functions. An Assistant Art Director cannot be assigned to work on a program unless an Art Director has also been appointed.¹⁹³

3. The minimum salary for weekly employees is \$246.10 for Art Directors, and \$184.50 for Assistant Art Directors.¹⁹⁴

¹⁹² Society of Motion Picture Art Directors - CBS, Los Angeles Contract., p. 1.

¹⁹³ Ibid.

¹⁹⁴ Ibid., p. 4.

4. There is no definite work week set up, because of the creative nature of the work, but the Company agrees not to require an excessive number of hours in any week. It also agrees to give, when possible and practical, two consecutive days off a week.¹⁹⁵

5. Art Directors get off on all holidays declared by the Company to be official holidays for the year. If they work on such a holiday they are either given another day off, or are paid one-fifth ($1/5$) of their weekly salary.¹⁹⁶

6. Vacations are to be taken between April 1 and October 31. Employees who have been with the company since before October 1 of the preceding year get two weeks vacation with pay. Those employees completing five years of service on or before December 1 get two (2) weeks vacation with pay. For every additional year with the company, the employee gets an additional day of paid vacation time. After an Art Director has been with the Company for Ten (10) years, he gets three (3) weeks of paid vacation.¹⁹⁷

195 Ibid., p. 5.

196 Ibid., p. 8.

197 Ibid., p. 7.

1. The costumers, IA Local 705, have a contract with NBC and CBS. Costumers at ABC are covered by NABET. The Local 705 contract applies to all employees of the wardrobe departments at NBC and CBS, including all supervising costumers, wardrobe men and women, handlers and fitters, dressmakers, tailors and helpers.¹⁹⁸

2. The weekly wage scale for employees covered by this contract are:¹⁹⁹

Table No. 53 : Weekly Minimum Scale

Supervising Costumer	\$133.55
Wardrobe Master/Mistress	118.25
Wardrobe Men/Women	106.45
Seamstress	92.25
Jr. Grade Wardrobe Men/Women	85.15

3. The work day, work week, days off, overtime, holidays, and vacations are the same as provided for in the Stagehands contract. The minimum call for a regular work day is eight hours, and for a regular day off it is six hours.²⁰⁰

¹⁹⁸ 1959-1962 IATSE, Local 705 - CBS, Los Angeles, Contract : Costumers, p. 1.

¹⁹⁹ Ibid., p. 9.

²⁰⁰ Ibid., p. 6.

1. Local 706, Make-up Artists and Hair Stylists, also has contracts with NBC and CBS. Their contract applies to all make-up artists, hair stylists, body make-up women and their apprentices.²⁰¹

2. The following minimum weekly pay scale has been established:²⁰²

Table No. 54 : Minimum Weekly Scale

Department Head	\$189.82
Ass't Department Head	170.85
Make-up Artists	158.19
Hair Stylists	148.69

3. The work day, work week, days off, overtime, nighttime differential, holidays and vacations are the same as the Stagehands. The minimum call is the same as the costumers.

4. One unique feature of this contract is Article 19, Tools and Supplies. It provides that "Each employee.... will furnish at his expense the basic tools of his craft. The Company will furnish all make-up, cosmetics, hair styling supplies, hair, hair goods and Laboratory materials."²⁰³ This is the only contract between a union and

²⁰¹ 1959-1962 IATSE, Local 706 - CBS, Los Angeles, Contract : Make-up Artists and Hair Stylists, p. 1.

²⁰² Ibid., p. 9.

²⁰³ Ibid., p. 13.

a network where the employee must furnish his own tools.

1. CBS is the only network that has a contract with Local 181 - Publicists. This contract, the "1960-1963 IATSE, Local 818 - CBS, Los Angeles Contract: Publicists," covers: publicists who create write, rewrite, condense, process, edit, or otherwise treat material for the purpose of publicizing all functions of radio and television broadcasting in the Television Press Information Department.²⁰⁴

2. The minimum weekly pay scale for publicists is determined by the length of continuous employment with the company. These persons employed as publicists up to one year receive \$125.00 a week. After one year they make \$135.00; after two years, \$150.00; after three years, 165.00; after four years, \$175.00; after five years, \$190.00; and after six years, \$205.00.²⁰⁵

3. There is no limitation to the number of hours worked by a publicist, because of "professional nature" of his duties. However, no publicist is expected to work

²⁰⁴ 1960-1963 IATSE, Local 818 - CBS, Los Angeles, Contract : Publicists, p. 1.

²⁰⁵ Ibid., p. 4.

more than five days a week without a day off.²⁰⁶

4. Vacations are provided so that a publicist who has been employed for at least six months gets one week off with pay. Publicists who have been with the Company for one year, but less than five years, get two weeks paid vacation. And those publicists who have been with a company for five or more consecutive years get three weeks vacation with pay.²⁰⁷

5. Holidays are the same as those stated in the Stagemanagers Contract.

1. The last IA contract to be considered²⁰⁸ is the "1959-1962 CBS - H - IATSE (Radio and Television Department) Contract: Set Decorators." The agreement covers Set Decorators, who are responsible for estimating the cost of, selecting and procuring within budget limitations, physical props, including, but not limited to, furniture, drapes and wall dressing. The Set Director is also responsible for arrangements for transportation to and from studios of these props, and supervision of

²⁰⁶ Ibid.

²⁰⁷ Ibid., p. 5.

²⁰⁸ 1959-1962 CBS - H - IATSE (Radio and Television Department) Contract : Set Decorators, p. 1.

their placement on the set.

2. The basic wage scale for a forty hour week is:²⁰⁹

Table No. 55 : Minimum Wage Scale

0 to 6 months of employment	\$ 90.85
6 to 12 months of employment	101.55
12 to 24 months of employment	112.25
24 to 30 months of employment	134.70
30 to 36 months of employment	142.70
After 36 months of employment	155.00

3. The work day, work week, nighttime differential, overtime, holidays, and vacations are the same as those stated in the Stagehands contract. The minimum call for Set Decorators is eight hours.

UNITED SCENIC ARTISTS

The United Scenic Artists (USA) is an affiliate of the Brotherhood of Painters, Decorators and Paperhangers of America (BPDA). Some employees covered by the USA are a part of the technical staff in New York and Chicago. This union only has four contracts with network television. Local 350 of Chicago holds two of these contracts, with NBC, which covers Graphic Artists, and Scenic Designers and Scenic Artists. Local 829 of New York

²⁰⁹ Ibid., p. 3.

holds the other two network contracts, one with NBC, and one with CBS. The USA-CBS contract will be discussed here.

1. This contract covers Scenic Designers, Chargemen, Scenic Artists, Journeyman Scenic Artists, Costume Designers, Student Designers and Student Painters. These employees perform the following work: story board, continuity sketches, perspectives, plans and elevations, full size details, sketches of sundry props, painting and application of decorative wall coverings where applied by brush, and designing and finding all costumes and wardrobe accessories.²¹⁰

2. Weekly employees are guaranteed the following weekly wages:²¹¹

Table No. 56 : Weekly Minimum Scale

Scenic Designer	\$246.10
Costume Designer	183.67
Chargeman Scenic Artist	226.84
Journeyman Scenic Artist	181.90
Student	100.00
Paint Boys	64.20

Overtime is paid for at time and one-half the regular hourly pay.

²¹⁰ United Scenic Artists, Local 829 - CBS Contract, p.1.

²¹¹ Ibid., p. 3.

3. A workday for a regular weekly employee is from 8:30 AM to 4:30 PM. However, since Scenic and Costume Designers are "professionals," there is no limit to their hours or days of work. All other employees work five days a week, with two consecutive days off.²¹²

Vacations provided in the contract are as follows:²¹³

Employees hired on or before March 31 of the current year	One week after six months' service
Employees hired on or before December 31 of the preceding year.	One week, plus one additional week after nine months' service
Employees hired on or before June 30 of the preceding year	Two weeks
Employees hired on or before June 30 of the fifth preceding year	Three weeks

Regular weekly employees also receive one extra week of vacation in lieu of holidays after the first full year of service.

²¹² Ibid., p. 4.

²¹³ Ibid., p. 6.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Teamsters) have a number of contracts with the three networks; however, the only one available to this writer was the contract of the Theatrical Drivers and Helpers Union, Local 817, which covers Television and Field Equipment House Trucks in Los Angeles.

1. The basic minimum rates of pay for employees covered under this agreement are:²¹⁴

Table No. 57 : Rates of Pay

<u>Employee</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday & Night</u>	<u>Holidays</u>
Chauffeurs	\$25.30	\$37.95	\$41.25	\$50.60
Helpers	23.10	34.65	37.95	46.20

2. Daywork is between the hours of 8:00 AM and 5:00 PM. Nightwork is between the hours of 8:00 PM and 5:00 AM.²¹⁵ All individuals regularly assigned to vehicles operated by the Employer which are under contract to

²¹⁴ Working Conditions Governing Employment of Theatrical Drivers, Helpers and Warehouse Men, Local 817, p. 30.

²¹⁵ Ibid., p. 31.

another agency are guaranteed five full days of work each week, Monday through Friday, and fifty-two weeks per year.²¹⁶

3. If a teamster carries scenery in or out of a studio, theater, storehouse or shop, he is paid the prevailing scale of the Theatrical Protective Union for that type of work, in addition to his regular day's pay.²¹⁷

4. The union has its own provisions for holidays, vacations, welfare and pension funds. The Employer contributes ten per cent (10 %) of a sum total of the gross compensation paid to each employee for the preceding month to the Theatrical Truckman's Fund, for the purpose of providing welfare benefits, and holiday and Vacation pay for the employees entitled to the same; and \$1.00 for each work credit accrued during the preceding month to the Theatrical Teamsters Local 817 Pension Fund. The union then distributes compensation among its members.²¹⁸

²¹⁶ Ibid., p. 32.

²¹⁷ Ibid., p. 34.

²¹⁸ Ibid., pp. 39-40

BROTHERHOOD OF PAINTERS, DECORATORS
AND PAPERHANGERS OF AMERICA

The network offices in Los Angeles do not have any formal contract with a Brotherhood of Painters, Decorators and Paperhangers of America (BPDA) local. Instead they have a "long term understanding" whereby the network pays union rates to every painter, decorator and paperhanger that it hires.²¹⁹ There are, however, contracts between the New York offices and District Council #9 of the BPDA. The contract considered here is between that Council and CBS.

This contract applies to painters employed by CBS in any of the buildings, studios, office space or other properties operated by CBS in New York City.²²⁰

Regular work performed by painters covered in this contract is paid for at the rate of \$3.36 per hour or \$23.52 per day.²²¹ All work done on cables, swing scaffolds, boatswain chairs and extension ladders over twenty-five feet high is paid for at \$3.84 per hour, or \$26.88 per day.²²² The weekly rates for apprentice

²¹⁹ Purver, Op. cit.,

²²⁰ District Council #9, Brotherhood of Painters, Decorators and Paperhangers of America Contract, p. 1.

²²¹ Ibid., p. 2.

²²² Ibid., p. 4.

painters are:²²³

Table No. 58 : Apprentice Weekly Minimums

During the first six months	\$ 58.80
During the second and third six months	70.56
During the fourth six months	82.32
During the fifth six months	94.08
During the sixth six months	105.84

Any overtime is paid for at the rate of double time. The regular work week is five days, or thirty-five hours a week.²²⁴

Vacations are provided for so that painters who were hired before April 1 and have been employed by CBS for four months receive one week vacation, and painters who have been with CBS for eight months get two weeks vacation. If a painter was hired by CBS prior to April 1 of the fifth preceding year, he gets three weeks vacation.²²⁵ In addition, painters get the following holidays off with pay: New Year's Day, Washington Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.²²⁶

223 Ibid.

224 Ibid., p. 2.

225 Ibid., p. 3.

226 Ibid.

INTERNATIONAL UNION OF OPERATING ENGINEERS

1. The first contract involving the International Union of Operating Engineers (IUOE) is the agreement between NBC, San Francisco, and IUOE Local 39. This agreement covers Senior and Watch Engineers.²²⁷

2. The minimum monthly wage for a Senior (Chief) Engineer is \$561.20, while a Watch (Stationary) Engineer receives \$459.33 a month.²²⁸ The regular work week of these employees is five days a week, of eight hours a day, with time and one-half for overtime. They receive two consecutive days off each week.

3. Holidays, vacations and sick leave with pay are granted in accordance with NBC Company policy.²²⁹

1. The second, and last, IUOE Contract is between ABC, New York and IUOE Locals 30A and 30B. This contract covers:²³⁰

²²⁷ International Union of Operating Engineers Contract with NBC, San Francisco, 1957, p. 1.

²²⁸ IUOE Supplementary San Francisco Agreement.

²²⁹ IUOE Main Agreement, p. 3.

²³⁰ International Union of Operating Engineers Contract with ABC, New York, 1958, p. 1.

the stationary and air conditioning engineer employed as working supervisor at ABC Television Center, stationary and air conditioning engineers and junior engineers... in connection with the operation, maintenance and repair of its air conditioning systems and fire prevention equipment, such as pumps, stand pipes, sprinkler systems and portable fire extinguishers.....

2. The minimum weekly wages are:²³¹

Table No. 59 : Minimum Weekly Wages

Stationary and Air Conditioning Engineers

0 - 6 months	\$ 92.90
6 - 12 months	95.85
1 - 2 years	102.97
2 - 3 years	107.65
3 years and over	120.60

Junior Engineers

0 - 6 months	\$72.50
6 - 12 months	77.50
1 - 2 years	82.50
2 years and over	92.50

3. A regular work week consists of forty hours in hours in five days. Any overtime is paid for at time and one-half the hourly rate of pay. There is also a night-time differential whereby an employee who works between midnight and 7:00 AM is paid an additional ten per cent (10%) of his regular hourly rate of pay for each hour so worked.²³²

²³¹ IUOE-ABC Supplementary Agreement.

²³² IUOE-ABC Main Agreement, pp. 1-2.

4. Vacations are established so that an employee hired before March 31 of the year receives one week vacation with pay, plus one additional week's vacation with pay in lieu of holidays worked. Employees hired before January 1 of any year shall receive a two weeks paid vacation, plus the "holidays worked vacation." Each employee with five or more years of service is given three weeks paid vacation, plus the "holidays worked vacation." 233

BUILDING SERVICE EMPLOYEES' INTERNATIONAL UNION

The networks are party to agreements with three locals of the Building Service Employees' International Union (BSEIU), although there is only one existing agreement that was made directly between the union and a network.

In Los Angeles CBS has a contract with a maintenance company, who employs members of BSEIU Local 278. Because CBS pays the wages of these employees in the final analysis, the contract for Local 278 is included in this paper.

1. The work day, or night, is the usual eight hours, five of which comprise the regular forty hour week. Any overtime is paid at time and one-half the regular salary.

233 Ibid., p.5.

The minimum hourly wage scale is:²³⁴

Table No. 60 : Minimum Wage Scale

Janitor and Janitress - day shift	\$1.96
Janitor and Janitress - night shift	2.06
Floor Waxer and Polisher and Power Sweeper Operator	2.23
Setup Man	1.96
Foreman	2.35

2. After one year with the company the employee gets a two-week paid vacation. After ten years the vacation period is lengthened to three weeks. In addition to this time, the following holidays are paid days off: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.²³⁵

3. The Union provides a Health and Welfare Plan, to which the Company contributes \$8.80 a month for every union member employed eighty hours in the preceding month. The Company also contributes five cents (5¢) per hour for each hour of work by union employees to the Pension Fund setup by the union.²³⁶

The second BSEIU agreement is between Local 32B, New York, and the Realty Advisory Board On Labor Relations, New York. This contract covers all employees working in

²³⁴ Building Service Employees' International Union, Local 278, Los Angeles Contract, 1960, p. 3.

²³⁵ Ibid., p. 5.

²³⁶ Ibid., pp. 2-3.

lofts or commercial buildings in New York, and every owner of such a building is party to this contract.

The employees covered in this agreement work the standard eight-hour day, and the forty-hour week, with time and one-half for overtime. Their weekly minimum wages are:²³⁷

Table No. 61 : Weekly Minimum Wages

<u>Employee</u>	<u>Loft Buildings</u>	<u>Office Buildings</u>
Handymen	\$90.34	\$92.34
Starters	88.60	89.84
Ass't. Starters	86.10	87.34
Others	83.10	84.34

Paid vacations are given on the following basis: three days for six months employment, four days for eight months, five days for ten months, six days for twelve months, eight days for two years, ten days for three years, twelve days for four years, and three weeks for ten years. In addition to this vacation time, the following holidays are paid days off: New Year's Day, Washington's Birthday, Decoration Day, July 4, Labor Day, Columbus Day, Election Day, Thanksgiving Day and Christmas Day.²³⁸

²³⁷ Building Service Employees' International Union, Local 32B, an Realty Advisory Board on Labor Relations, New York, p. 32.

²³⁸ Ibid., p. 41.

The Union maintains a Welfare Fund, to which the Company contributes \$28.00 per quarter per employee, and a Pension Fund to which the Company pays \$3.00 a week for each employee.²³⁹

The only contract directly negotiated between a BSEIU local and a television network is the agreement between CBS and Local 29, which covers janitors at KDKA-TV in Pittsburgh.

Janitors are paid a minimum of \$74.00 a week. A regular work week is forty hours of work, performed in five days of eight hours each. Overtime is paid at time and one-half the regular hourly rate.²⁴⁰

Janitors who have been employed by the Company from one to ten years of service receive two weeks paid vacation each year. After ten years of service, the employee gets a three weeks vacation with pay. In addition, the following are paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.²⁴¹

²³⁹ Ibid., pp. 20-27.

²⁴⁰ Building Service Employees' International Union, Local 29 - CBS, Pittsburgh, 1960, p. 5.

²⁴¹ Ibid., pp. 3-4.

CHAPTER FOUR

FINDINGS AND CONCLUSIONS

The contracts discussed in this thesis are only those which pertain directly to the broadcasting of programs over national network television, and to the general operations of the networks themselves. Not all contracts in this area have been included. The networks list agreements with the Brotherhood of Carpenters and Joiners, and with the International Brotherhood of Firemen, Oilers and Maintenance Mechanics, but these two unions did not reply to inquiries sent to them directly, and through the AFL-CIO. In addition to these two unions, there are some unions, such as the IA, who negotiate all contracts through their locals, and the writer was only able to obtain these contracts for one city.

The networks are also party to a number of national and local agreements which cover local and regional programs and commercials. NBC lists a total of one hundred and two (102) such agreements. And these contracts have nothing to do with the unions involved in producing a series for a packaging house that will be seen on network television. It was surprising therefore, to read in the July 18, 1960, issue of Broadcasting that "...broad-

casting is not regarded as highly unionized."

It is probable that the complete television industry is not "heavily unionized," since the number of stations throughout the country would call for a massive organizing campaign on the part of the unions. But it is difficult to see how network television could be more thoroughly unionized. If the sheer number of contracts is not convincing, then the scope of the NABET agreements should be. The agreements between NABET and ABC and NBC cover some nineteen (19) different work classifications apiece. As final evidence of the degree of unionization in network television, the only ABC personnel who are not members of a union are the Company officers, the managerial staff, and the secretaries to the Vice Presidents, the Director of Labor Relations, the Director of the Television Network, the General Manager and the Controller. The unions to which the other employees of ABC, and the other networks, belong may be divided into three separate classifications.

Talent Unions

1. Directors Guild of America

The information available indicates that the set minima for directors, associate directors and stage managers are a just amount for the services involved.

Directors also receive additional compensation when the programs they direct have a commercial sponsor. Directors Guild members are budgeted "above the line" when the budget for a given show is being prepared. "Above the line" refers to the talent expenses for a program, which may, and usually do, vary. "Below the line" refers to technical or non-artistic personnel, as well as the rest of the stable, non-varying, costs of production. Directors are budgeted "above the line" because they are seldom paid the minimum scale. They are free to negotiate their own contract with the networks, so long as the contract meets the DGA minima. Most directors work under separate, individual contracts, because this way they can command a salary above the minimum on the basis of their reputation or "name". The more important the name, the bigger salary he can command. Associate Directors and Stage Managers almost always receive scale wages.

2. Writers Guild of America

The WGA undoubtedly has the most complex contract within the television industry. When Mr. Nolan sent this writer a copy of the contract he said, "If you understand it, you will have succeeded where countless theatrical lawyers and agents have failed."

All the writers covered by this contract are well provided for. The writers for dramatic shows and comedy

shows receive the same minimum, and the oft scorned serial writer pulls down a salary that attracts envy rather than scorn. But while the minimum scales are very attractive, almost no writer is paid the minimum. Writers are also budgeted "above the line," and their agents see to it that they command the highest possible salary. (A writer must have an agent in order to get the networks to look at their material.) When two or more programs want a writer's material or services, his agent "plays both ends against the middle" for the highest possible price. As a writer's popularity increases, his price goes up. It is not, however, the dramatic writer who commands the highest pay, but the often nameless, creditless comedy writer. In fact, Goodman Ace, head of the Perry Como writing staff, is reputed to be the highest paid salaried employee in the television industry.

3. American Federation of Television and Radio Artists

The latest AFTRA contract was negotiated in conjunction with the Screen Actors Guild, much to the discomfort of almost everyone but the members of the two unions. There was little trouble over the talent fees for television programs, but negotiations almost came to a halt over the rates for commercials. These rates do seem very high, but are not the concern of this paper.

The talent fees for straight programming are high, but not exorbitant.

Actors are another group that is classified as "above the line." However not all actors are paid over scale. Most actors have agents, who try to get over-scale salaries for their clients, but approximately half of AFTRA's members work for straight scale, and it takes a big name star to successfully demand a salary higher than the minimum. Of course when they go above minimum, they go way above it. Again the popularity of an actor determines the size of his pay check.

AFTRA is considered the leader in the field of contract negotiations. This is because non-union personnel can be taught to do almost all the behind the camera, or behind the scenes work, but "talented" non-union talent is almost impossible to come by. Since AFTRA is the sole union for television talent it is in the strongest bargaining position when it comes to contract demands. Some people refer to AFTRA as the "cowbell" that leads the way in negotiations, and to the other unions as "hangers-on" who make contract gains by grabbing on to AFTRA's coat tails. However, even AFTRA sometimes goes beyond its limit. More than one person has said that the AFTRA contract for staff announcers reads like a worker's paradise, but no one employs staff announcers any more.

One final observation: AFTRA will not let its members work for less than scale, and by AFTRA's standards when an agent's ten per cent (10%) commission is taken out of the minimum wage, an actor is not receiving the minimum. Therefore the agent's commission is added on to the salary by the networks, so that when it is deducted the actor still is paid the minimum. All this means that every actor with an agent (every actor) is paid above scale, but not over scale!

4. Screen Actors Guild

The SAG benefited greatly from negotiating their last contract in conjunction with AFTRA. Up to this contract SAG members were being paid a minimum wage that was thirty-five per cent (35%) below AFTRA's minimum. The two performers unions decided to negotiate jointly to correct this situation. Very few people understand the exact mathematics involved in arriving at equal scales, since AFTRA members are hired on a per performance basis and SAG members are usually hired for more than one picture at a time, but those who were involved in the negotiations say that the two pay scales are now equal.

As performers, SAG members are budgeted "above the line," and can attempt to make individual contracts for over scale wages. There are no statistics available as

to whether more SAG members are paid over scale than AFTRA, or vice versa.

It is rather pointless to try to compare the minima of the four unions mentioned thus far, since directors and writers are never paid the minimum and only about half of the actors are on the minimum scale. It is equally pointless to try and compare actual salaries, of these four, or even the difference between minima and the salaries paid in any one union, since these figures are carefully guarded secrets.

5. American Federation of Musicians.

The AFM is the only union whose members are budgeted "above the line" but are not paid over scale. With the exception of big name musicians who are hired as guest stars, the only musicians who are ever paid over scale are conductors and arrangers. This arrangement seems more than fair, since the minimum wage scale for musicians is very high.

The most puzzling thing about the AFM is its refusal to let members of a network staff orchestra play on a national network show without being paid the single engagement fee. If a network must employ a staff orchestra, and Petrillo says they must, then the network should be free to utilize the services of that orchestra when and

how it pleases. Only NBC, Los Angeles can use its staff orchestra on a network show without paying the single engagement rates in addition to the regular weekly wage. Of course NBC, Los Angeles has more than twice as many staff musicians as ABC and CBS Los Angeles, and considerably more than any other network station. That seems a high price to pay for the privilege of using one's own orchestra.

Technical Unions

1. International Brotherhood of Electrical Workers
- and - National Association of Broadcast
Employees and Technicians.

IBEW and NABET are being summarized together because they are both primarily the bargaining representatives for engineers. The terms of their contracts are very similar. Perhaps the most important condition, other than the wage scale, is the demand for a twelve-hour rest period between the end of one work week and the beginning of another. It was not uncommon for stations to schedule an engineer's tour of duty so that he found himself working sixteen hours a day, eight hours for the last day of one week and eight hours for the beginning of the next. This practice is still common at non-union stations.

Although NABET technicians are subdivided into various groups, each with its own wage scale, and IBEW just has one classification and one wage scale, the members of the two unions receive approximately equal compensation. There are a number of differences at each step of the various pay scales, but if IBEW members are paid more the first year, then NABET members receive more the second year, and so on until the scales average out to about equal.

The "Individual Agreements" of NABET are very interesting. If NABET has a contract for a given group of employees with one network, those employees will receive approximately the same minimum scale in every center of that network, even though they are covered by different individual agreements. For example, there are two individual agreements in the NABET - ABC contract which cover news-writers. One agreement covers the news-writers in Chicago, the other covers them in Los Angeles, but the minimum wage scale is the same in both cities. However, if there is an individual agreement in the NABET - ABC contract that covers the same personnel as an individual agreement in a NABET - NBC contract, within the same city, the minimum scale at ABC will be higher than that at NBC. For example, beginning news-writers at ABC, Los Angeles receive \$585.42 per month while beginning news-writers at NBC,

Los Angeles only get \$579.39 per month.

Incidentally, technicians who belong to IBEW and NABET are considered the hard core of staff union membership. The National Association of Broadcasters estimates that there are approximately 8,500 IBEW - NABET workers at networks and stations throughout the country.

2. International Alliance of Theatrical Stage Employees.

The number of IA contracts indicate that this union has organized everyone that NABET missed. It is strongest at CBS, where the pact made with IBEW still holds. As has already been noted, the basic provisions of the contracts are fairly standard, and the minimum wage scale seem to be justifiable with regard to the services rendered. It would have been very interesting to compare the contracts of Local 33 (Los Angeles) and Local 1, the powerful New York local of stagehands, to see if there is any difference in the minimum wage scales of the East and West Coasts.

3. United Scenic Artists.

It is rather surprising that a union as small as USA can compete successfully in areas where the IA is a strong power. However as long as USA continues to provide

adequately for its members, it will maintain the jurisdiction already established.

Subsidiary Unions

1. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

The conveying of sets and props to and from the television studios is the private domain of the Teamsters. Their minimum pay scale provides more than adequate compensation for the work involved. It would be interesting to compare the teamsters rates for other industries to see just how great the demands made by this union upon network television really are.

2. Brotherhood of Painters, Decorators and Paperhangers of America.

This union lost control of set decorators to the IA in the early days of the motion picture industry, and was never a competitor for jurisdiction over these workers in television. However, USA is an affiliate of BPDP, so some of the work is still in the family. BPDP itself does the maintenance painting for the networks. Its contract follows the set rates for painters and paperhangers in New York.

3. International Union of Operating Engineers.

4. Building Service Employees International Union.

It seems that this union provides very well for its members. The compensation is certainly higher than the training or job classification would lead one to expect. There is a striking difference in the minimum in Pittsburgh as opposed to Los Angeles. Perhaps the reason that Los Angeles's scale is so much higher is that Los Angeles is a larger market, and therefore the union can make greater demands.

The degree of unionization in the industry, and the wage scales designed to benefit the employee make one wonder just what effect the unions have had on network programming. The network executives decline to answer that question, and there is no printed information on it. If the curtain of secrecy could be pushed aside, this would be an area worthy of further study.

The growth and development of each of the unions connected with the television industry is another area where very little work has been done. The talent unions, with the exception of AFM, have either published brief histories, or had magazine articles written about them. However, there is almost no material available on the beginnings of the technical unions, and none at all on

the subsidiary unions.

Many contracts dealt in part with the television motion picture industry. This is a major facet of the broadcasting industry, and again it is covered in secrecy. It would be interesting not only to see what unions are involved in television motion pictures, but also what a packaging house is and how it operates.

With all the unions and contracts involved, it is no wonder that the television industry has one of the most complex labor structures in America. This means that contracts are long, detailed, and precise, and that the Directors of Labor Relations for the networks must work together closely for complete understanding of network rights. With all the demands, coming from so many sources, the networks must work together in order to last. But the networks must also have comfortable relations with the unions, because each is dependent on the other, which brings us the full way around to contract negotiations.

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